



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, November 21, 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 November 7, 2017.

Code Enforcement / Planning

- 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 Final Plat - approval for a 15-lot subdivision (Bridgewater Bay Subdivision) on the tax parcels zoned R-2 (Single Family) located north of West Pine Street, south of West Taylor Road, east of and adjacent to Carl Legett Road, and west of Cowan Road - Case # 1710PC121 - Ward 4.
- 4 Final Plat - approval for a 13-lot subdivision (Bayou Bend) on the tax parcels zoned R-1-7.5 (Single Family) located north of Hillcrest Road, adjacent to the north and south of Evans Street, east of Bayou Bernard, and west of Stone Road - Case # 1710PC122 - Ward 4.
- 5 Certificate of Resubdivision - to divide the tax parcels into two parcels zoned T5 (Urban Center Zone) located north of Beach Drive, south of Township Road, east of and adjacent to Markham Drive, and west of Phillips Drive - Case # 1710PC125 - Ward 2.

- 6 Certificate of Resubdivision - to divide the tax parcels into four parcels zoned T3 (Suburban Zone) located north of Finley Street, south of W Railroad Street, east of and adjacent to Ruth Avenue, and west of Regnault Avenue - Case # 1710PC118 - Ward 2.

Resolutions / Requests

- 7 Resolution - approving the sale of the Memorial Behavioral Health Assets; approving and authorizing the execution of the Asset Purchase Agreement and other Agreements and documents in connection with said sale; and for related purposes.
- 8 Resolution - by the Gulfport City Council, urging the Mississippi Legislature to adopt legislation that will allow municipalities to submit debts owed to municipalities and to the State of Mississippi as a result of delinquent traffic fines and fees to the Mississippi Department of Revenue for collection through a setoff against state income tax refunds owed to the debtor, and for related purposes.
- 9 Resolution - Approving Memorandum of Understanding with Mississippi Department of Transportation (Final Version) for Dedeaux Road from Three Rivers Road to Dede Drive and authorizing the Mayor to execute the same.
- 10 Resolution - approving preliminary Engineering Services Contract with Neel-Schaffer, Inc., for design services related to the Seaway Road Pedestrian Pathway Project and authorizing the Mayor to execute the same.
- 11 Resolution - approving Change Order No. 2 to the contract with for the Pump Station Rehabilitation - Phase 1 and authorizing the Mayor to execute the same.
- 12 Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport Police Department and for related purposes.
- 13 Resolution - authorizing an expenditure in support of the City of Gulfport's share of the Cassidy and Associates FY 2018 contract for consulting services to help protect our military facilities and for related purposes.
- 14 Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport via a donation to the Gulf Coast Community Foundation in support of the Coast-Wide Martin Luther King Jr. Committee and for related purposes.
- 15 Resolution - authorizing a donation of funds to the local chapter of the American Red Cross pursuant to § 21-19-57 (2015), and for related purposes.

- 16 Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport Mississippi via a donation to the 2018 Gulf Coast Legislative Reception and for related purposes.
- 17 Request - approval of the 2017 Revision of the City of Gulfport Public Works Strategic Plan 2016-2020.
- 18 Request - from Gulfport Main Street for a temporary street closure for the Christmas Gulfport Style Event to be held on December 2, 2017.
- 19 Request - from Mississippi Gulf Coast Marathon for a temporary street closure for the Mississippi Gulf Coast Marathon Event to be held on December 10, 2017.
- 20 Request - from Unity Festival, Inc. for street closure and concession sales for the 10th Annual Unity Festival, to be held on March 17, 2018.
- 21 Request - for approval of job title change and job description in Police Department.

Docket of Claims

- 22 Docket of Claims - to be approved through November 22, 2017.

Routine Agenda

- 23 Resolution - awarding bids for lot clean-ups and/or demolitions.
- 24 Letter - requesting permission to purchase 3 Excavators from NJPA Contract #042815-CEC - Public Works Department (Maintenance Garage) - to be made a part of the minutes.
- 25 Letter - regarding bid awarded by Purchasing for Fuel Dispenser Repairs for Gulfport Marina- Leisure Services-to be made a part of the minutes.

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

- **Sydney Elyse Pucheu**

Executive Session

Setting of Next Meeting and Adjournment

Memorandum

To: Mayor Billy Hewes and Gulfport City Council

From: Greg Pietrangelo, Director
Department of Urban Development

Date: November 8, 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 21st day of November, 2017.

Please place the attached item on the Council agenda for November 21, 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: November 8, 2017

To: Mayor Billy Hewes
City Council Members

From: Code Enforcement

RE: Resolutions declaring property in a state of uncleanliness 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 21st day of November, 2017, to the City Council:

WARD 1

- Parcel 1: 0711K-03-033.000. Lots 25-26 Inc., Blk. 3, Ridgewood Add. Part of SE 1/4 of NE 1/4 – 1209 Joseph Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Rojas)
- Parcel 2: 0711K-03-011.000. Lot 17, Blk. 5, Parkway Add. – 1111 Fournier Avenue. Board up and secure all openings. Remove all trash and miscellaneous debris from site. (Coastal Prop Mgmt. LLC)
- Parcel 3: 0711J-01-048.000. Lots 22-25, Less N 5 Ft. of Lot 25, Blk. 6, Virginia Hill Place – 43rd Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Koskan Et Al)
- Parcel 4: 0711I-04-014.000. S 18 Ft. of Lot 7 & All Lot 8, Blk. 12, West Side Add. – 1109 40th Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Cuevas)
- Parcel 5: 0711H-05-010.000. Lots 7-8, Blk. 12, Woodlawn – 39th Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Lombard)
- Parcel 6: 0811E-03-011.000. Lots 13-14, Blk. 120, Original Gulfport – 3112 18th Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Windham)

WARD 2

- Parcel 7: 0711N-04-016.000. Lot 5, Blk. 2, Allendale Add. also that part of W 1/2 of Alley Lying E of lot now vacated – 614 Allendale Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (McArthur)
- Parcel 8: 0711N-02-070.000. 615 Ruth Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Peters)
- Parcel 9: 0711H-01-013.000. Lots 21-22, Blk. 3, Sea View Add. – 3604 21st Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Harper)
- Parcel 10: 0911B-02-023.000. 17th Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Seaside Condo)
- Parcel 11: 1010L-03-047.002. Lots 59-60, Sherwood Est. Subd. – Forest Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Smith Est.)
- Parcel 12: 1010L-03-047.001. Lot 58, Sherwood Est. Subd. – Forest Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Smith Est.)
- Parcel 13: 1010D-03-051.000. 855 Martin Avenue. Board up and secure all openings. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Smith)
- Parcel 14: 1011D-01-026.000. Lots 53-54, Lakeland Subd. – 157 Oleander Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Dexter)
- Parcel 15: 1010N-04-009.001. Lot 2, Blk. 4, Cowan Road Homes Subd. – 491 Central Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (George)

Parcel 16: 1011C-01-003.000. 1536 Beach Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Currie)

WARD 3

Parcel 17: 0810N-01-027.001. 3132 32nd Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Chiney)

Parcel 18: 0810N-01-027.000. N 82 Ft. of Lots 22-24, Blk. 27, Standard Land Co. Subd. #2 – 3132 23rd Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Burke)

Parcel 19: 0810N-03-021.001. Lot 4, Blk. 11, Standard Land Subd. - 2207 30th Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Robinson)

Parcel 20: 0810N-01-117.000. Lots 2-3, Blk. 2, Azalea Terrace Subd. – 2203 34th Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Shotwell)

Parcel 21: 0810N-05-040.000. Lot 10, Blk. 6, Dolan Add. – 2522 31st Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (McNair)

Parcel 22: 0811B-06-003.000. Lot 3, Blk. 9, Arlington Heights - 2621 18th Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (State of MS)

Parcel 23: 0810B-02-037.000. Lots 1-10 Inc., Blk. 108, North Gulfport Subd. part of W 1/2 of NW 1/2 – 8407 Virginia Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Brasley)

Parcel 24: 0810F-05-023.000. Lots 24-32 Inc., Blk. 408, North Gulfport - 4005 Arkansas Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Senior's Seven LLC)

Parcel 25: 0810F-02-036.000. Lots 10-11, Blk. 334, North Gulfport – 8127 Florida Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Pope)

Parcel 26: 0810F-01-126.000. Lots 22-25, Blk. 213, North Gulfport Subd. – Louisiana Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Louis Est.)

Parcel 27: 0810C-02-094.000. Lots 19-21, Blk. 213, North Gulfport Subd. – 8270 Louisiana Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Albritton)

Parcel 28: 0910M-03-045.000. Lots 9-10, Blk. 19, Myrtle Resurvey – 2917 6th Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Keslar)

Parcel 29: 0911D-01-068.000. Lots 21-25 Inc., Blk. 22, Hewes Add. – Hewes Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Thermasips Inc.)

WARD 4

Parcel 30: 0808O-02-084.000. Lot 12, Bel-Aire Subd. 7th Add. - 123 Ralph Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Slade Est.)

WARD 6

Parcel 31: 0908D-01-132.000. Lot 137, Windsong Subd. Phase 3 – 12342 Windward Circle. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Millar)

WARD 7

Parcel 32: 0807M-01-018.000. 13252 Highway 49. Cut and clean grounds and remove all trash and miscellaneous debris from site. (O'Neal)

Parcel 33: 0808L-01-033.000. Lot 4, Triangular PCL off S Side Blk. 2, Northwood Hills Subd. Phase 4 - 11514 Barrone Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (St of MS)

Parcel 34: 0808E-02-030.029. Lot 26, Northwood Business Park in NW 1/4 of SW 1/4 – Ashley Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Poirrier)

Parcel 35: 0808E-02-030.012. Lot 9, Northwood Business Park in NW 1/4 of SW 1/4 – Ashley Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Katayama)

Parcel 36: 0808B-02-055.000. Lot 41, Briarwood South Subd. Replat – Karen Court. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Christopher)

Parcel 37: 0808B-02-054.000. Lot 42, Briarwood South Subd. Replat – 14432 Karen Court. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Willis)

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 21st day of November, 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 uncleanness 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 uncleanness as to be a menace to the public health, safety and welfare of the community are as follows:

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Parcel 37: 0808B-02-054.000. Lot 42, Briarwood South Subd. Replat – 14432 Karen Court. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Willis)

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: Greg Holmes, Planning Administrator
Urban Development Department

Date: November 13, 2017

Re: **Final Plat 1710PC121:**

Subject: Jacques Pucheu of 9P Holding LLC, property owner, requests approval for a 15-lot subdivision (Bridgewater Bay Subdivision) on the tax parcels 1010D-01-005.000, 1010D-01-006.000, 1010D-01-008.001 and 1010D-01-009.003, containing approx. 18.2 acres, zoned R-2 (Single Family): located north of West Pine Street, south of West Taylor Road, east of and adjacent to Carl Legett Road, and west of Cowan Road, in Ward 4.

Planning Commission recommendation: To approve the applicant request with conditions.

Motion: Mr. Hewes

Second: Mr. Jones

KEITH WILLIAMS – Chairman - **Absent**

MICHAEL DANIELS – **Absent**

COLETTE TOWLES – **Yea**

VIRGINIA ADOLPH – **Yea**

CHARLIE HEWES – **Yea**

EVERETTE LADNER – **Yea**

BJ SELLERS – **Recused**

WM. PRINCE JONES - **Yea**

DOUG HANCOCK – **Yea**

MARTIN WARREN, JR – **Absent**

JOHN ANTHONY – **Yea**

Action: Motion was carried unanimously.

Speaking for the Petition: Jacques Pucheu

Speaking against the Petition: None

On October 26, 2017 the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for November 21, 2017.

Technical Report

PLANNING COMMISSION APPROVAL (Final Plat)

GENERAL INFORMATION

Case File Number: 1710PC121

Hearing Date: October 26, 2017

Current Zoning/Use: R-2 / Vacant

Legal: Jacques Pucheu of 9P Holding LLC, property owner, requests approval for a 15-lot subdivision (Bridgewater Bay Subdivision) on the tax parcels 1010D-01-005.000, 1010D-01-006.000, 1010D-01-008.001 and 1010D-01-009.003, containing approx. 18.2 acres, zoned R-2 (Single Family): located north of West Pine Street, south of West Taylor Road, east of and adjacent to Carl Legett Road, and west of Cowan Road, in Ward 4.

TECHNICAL DETAILS

The applicant requests Final Plat approval for a 15-lot single family subdivision (Bridgewater Bay Subdivision) on tax parcel 1010D-01-005.000, 1010D-01-006.000, 1010D-01-008.001, 1010D-01-009.003, and containing approx. 18.2 acres, zoned R-2. The General Plan was approved with conditions by Planning Commission on August 25, 2016

According to the Final Plan this will be a zero lot line subdivision with minimum yard requirements of a 10 feet front yard setback, a 8 feet rear yard setback, and 0 feet on one side, and 14 feet on other side. Also, there are minimum lot widths of 28 feet as well as a minimum lot area of 2,800 square feet. The current parcel is zoned R-2 (Single family) in which requires a minimum lot width of 60 feet and minimum lot area of 7500 square feet. According to the General Plan submitted, the applicant meets the criteria for a zero lot line subdivision. However, if applicant wishes to build the subdivision by traditional R-2 zoning regulations, lot 5 and lot 6 will have to be changed to allow lot widths of 60 feet.

Any approval should consider these conditions:

1. All Punch list items from final inspection dated 9/5/17 must be satisfactorily completed prior to meeting. 5' maintenance easements not to be dedicated to city.
2. Must meet all of the requirements of the International Residential Codes and City of Gulfport Ordinance.
3. Fire Hydrants (2) minimum 400' separation, dead-end turn-around requirements- 28'R Type with 70' turn-around access. Reference 2012 International Fire Code App. C

DEPARTMENTAL CONDITIONS

4. **Engineering:** All Punch list items from final inspection dated 9/5/17 must be satisfactorily completed prior to meeting. 5' maintenance easements not to be dedicated to city. Memo dated 10/11/17.

Technical Report
PLANNING COMMISSION APPROVAL (Final Plat)

Public Works: City does not want to maintain 5' easement. Also, need to meet all requirements per 9/5/17 meeting. Memo dated 10/11/17.

Traffic and Safety: No conditions. Memo dated 10/11/17.

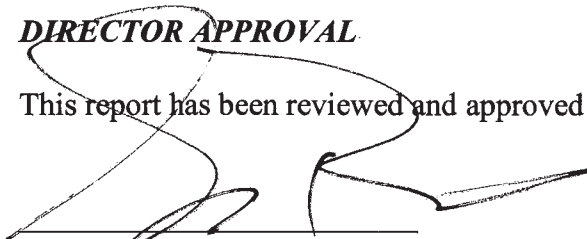
Building Code Services: Must meet all of the requirements of the international Residential Codes and City of Gulfport Ordinance. Memo dated 10/06/17.

Police Department: No conditions. Memo dated 10/08/17.

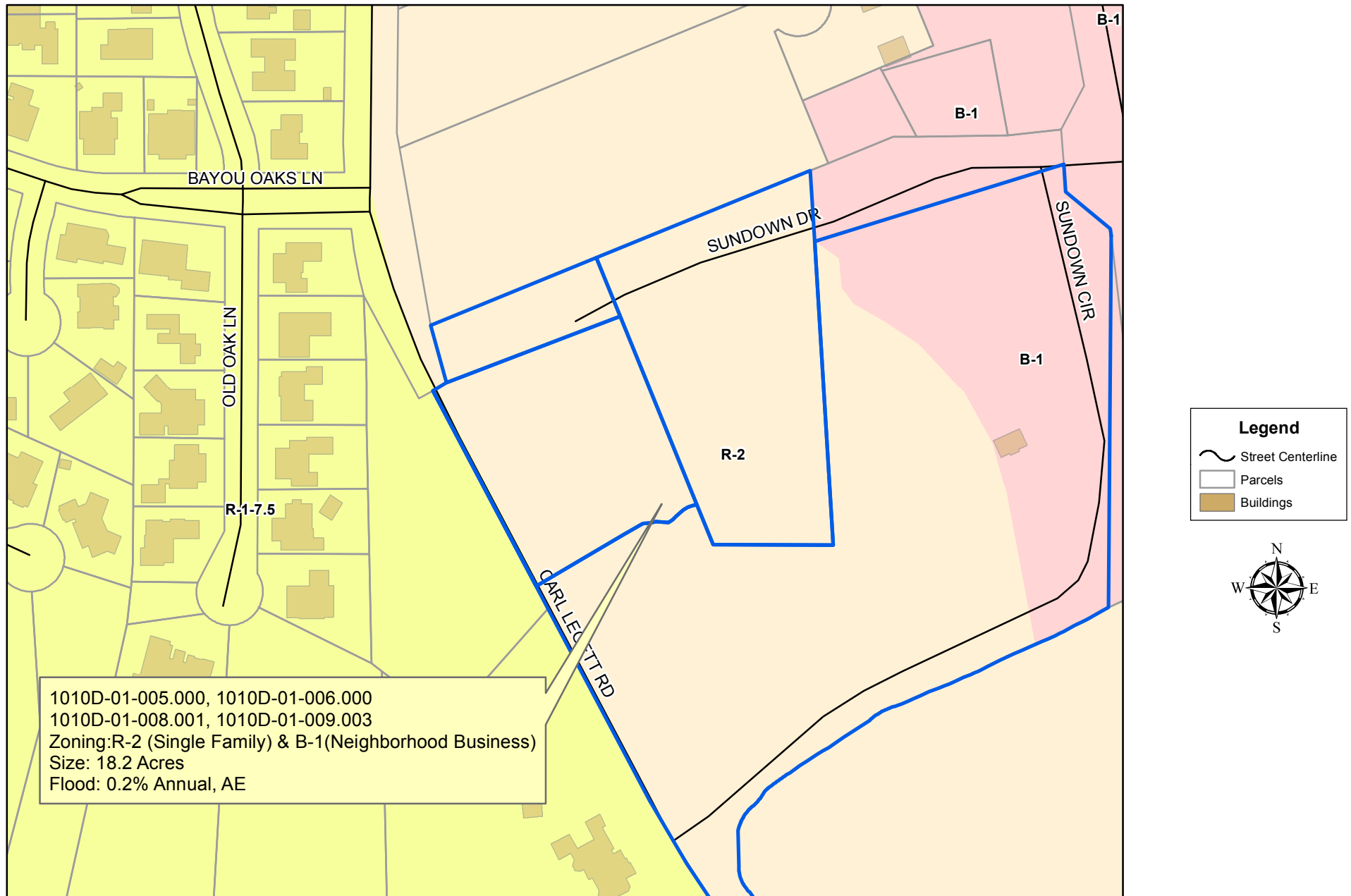
5. **Fire Department:** Fire Hydrants (2) minimum 400' separation, dead-end turn-around requirements- 28'R Type with 70' turn-around access. Reference 2012 International Fire Code App. C. Memo dated 10/05/17.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Picfrangelo
Director of Urban Development Department

**DATA DISCLAIMER:**

All information that is provided on this map is believed to be correct. However, no liability is assumed by the City of Gulfport for errors in substance or form of any of the materials published on this map. The GIS Division, City of Gulfport, provides the information represented on this map as a service to the community and makes every effort possible to provide quality information. However, no claims, promises, or guarantees about the accuracy, completeness or adequacy of the information contained on this map are expressed or implied.



CITY OF GULFPORT
Urban Development - Planning Division
1410 24th Avenue
Gulfport, MS 39501
(228) 868-5710

APPLICATION FOR FINAL PLAT

For Staff Use Only

Case File #: 1710PC121Date Received: 9-5-17Receipt #: 8589998Received By: CLZoning: R-2Ward: 4 Flood: 0.2% Annual

Size: _____

(If necessary, use separate sheet of paper)

TAX PARCEL # 1010D-01-006-000

1	0	1	0	D	-	0	1	-	0	0	6	-	0	0	0
1	0	1	0	D	-	0	1	-	0	0	9	-	0	0	3
1	0	1	0	D	-	0	1	-	0	0	5	-	0	0	0
1	0	1	0	D	-	0	1	-	0	0	8	-	0	0	1

Address of Property Involved: NEW SUNDOWN LANE OFF CARL LEGETT Rd

Lot(s) _____, Block(s) _____, Subdivision _____

General Location: CARL LEGETT Rd South of Gardens of CHRISTOS Cemetery

GENERAL DESCRIPTION OF REQUEST:

FINAL PLAT FOR BRIDGEWATER BAY 15
LOT SUBDIVISION

OWNERSHIP AND CERTIFICATION:

I hereby certify that I have read and understand this application and that all information and attachments are true and correct. I also certify that I agree to comply with all applicable city codes, ordinances and state laws. Finally, I certify that I am the owner of the property involved in this request or have authorization to act as the owner's agent for the herein described request.

OWNER

AGENT

JACQUES PUCHEN for GP Holding LLC
Printed Name Of Owner

JACQUES P. PUCHEN
Printed Name Of Agent

P.O. Box 10080
Mailing Address

P.O. Box 10080
Mailing Address

GULFPORT MS 39505
City State Zip code

GULFPORT, MS. 39505
City State Zip code

228-760-3773
Home Phone Work/Cell Phone

228-760-3773
Home Phone Work/Cell Phone

JACQUES@EDGEFG.COM
Email

JACQUES@EDGEFG.COM
Email

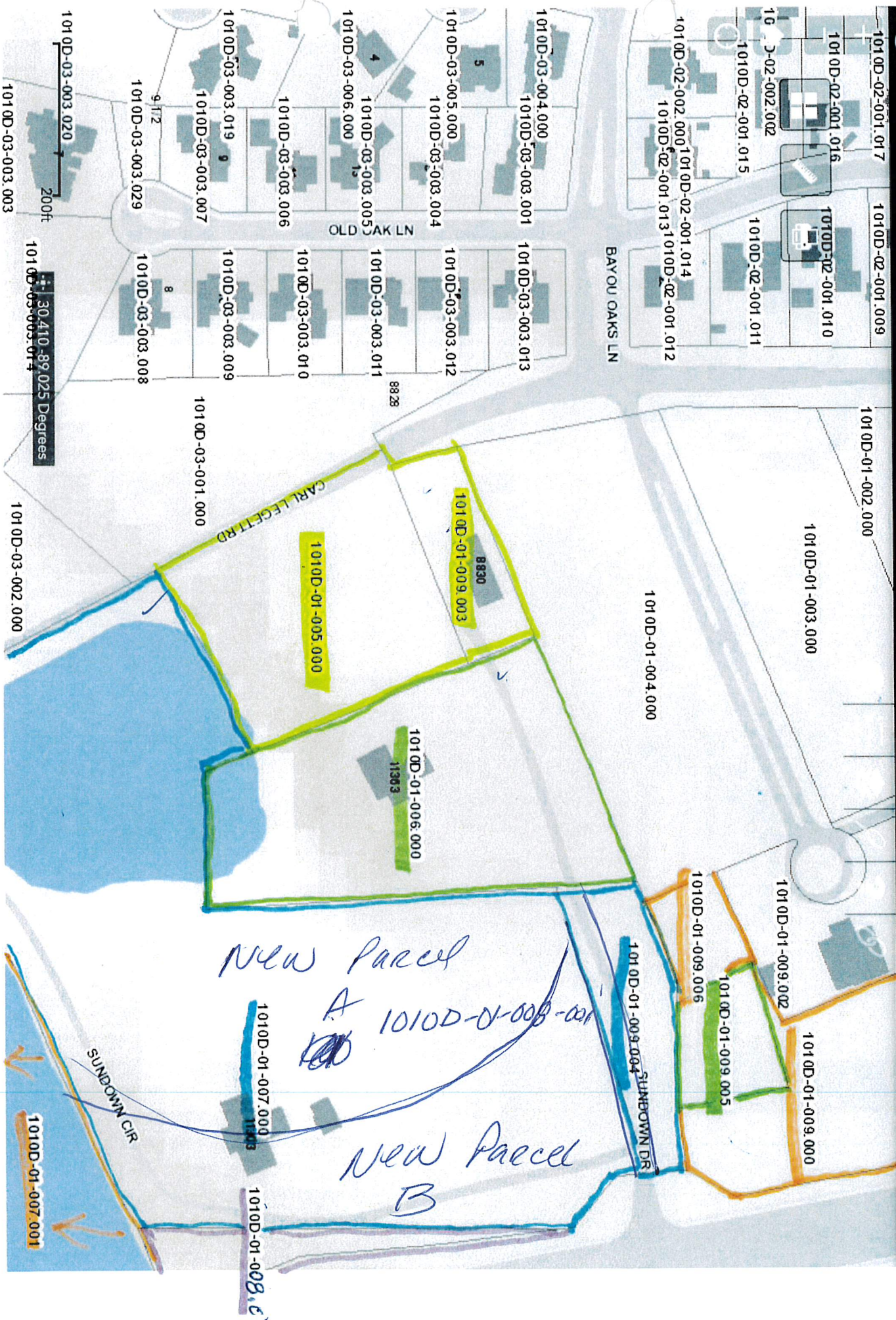
Jacques Puchen
Signature Of Owner

Jacques Puchen
Signature Of Agent

If the property or properties listed above have more than one owner, please check this box. In the case of multiple owners, reverse side must be completed. Each additional owner will need to complete and sign the reverse side of this application. We can only accept applications with original signatures.



SECTIONS A. THROUGH G. MUST BE SUBMITTED FOR A COMPLETE APPLICATION.



BRIDGEWATER BAY SUBDIVISION

A ZERO LOT LINE DEVELOPMENT SITUATED IN THE
SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF
SECTION 30, TOWNSHIP 7 SOUTH, RANGE 10 WEST,
CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI

FLOOD ZONE NOTE:

BY GRAPHIC PLOTTING ONLY,
THIS PROPERTY IS LOCATED IN
THE F.J.R.M. ZONES AS SHOWN
ON THIS PLAT ACCORDING TO
MAP NUMBER 28047C0267G,
DATED JUNE 16, 2009.

BEARING NOTE:

ALL BEARINGS AND DISTANCES
SHOWN ON THIS PLAT ARE GRID AND
ARE BASED ON THE MISSISSIPPI NAD
83 EAST ZONE STATE PLANE
COORDINATE SYSTEM AND ARE
DERIVED FROM A GLOBAL
POSITIONING SYSTEM OBSERVATION
UTILIZING THE EARL DUDLEY, INC.
RTK NETWORK

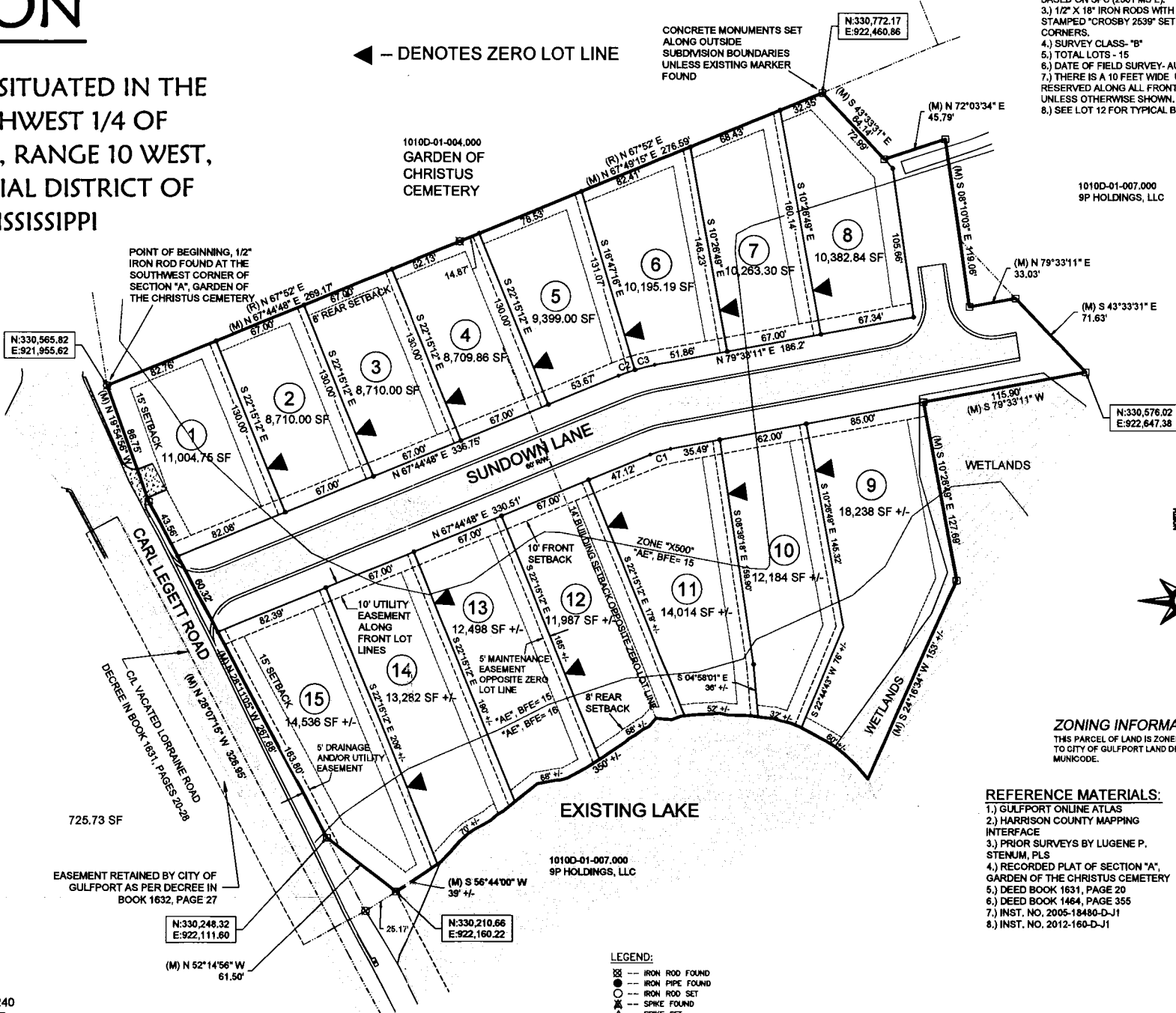
OVERALL SURVEY DESCRIPTION:

A PARCEL OF LAND SITUATED IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF
SECTION 30, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST
JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BASED ON STATE
PLANE GRID NORTH:

BEGINNING AT AN IRON ROD FOUND AT THE SOUTHWEST CORNER OF
SECTION "A", GARDEN OF THE CHRISTUS CEMETERY AS PER PLAT BOOK 18 ON
PAGE 21 OF THE LAND RECORDS OF THE FIRST JUDICIAL DISTRICT OF HARRISON
COUNTY, MISSISSIPPI; THENCE ALONG THE SOUTH LINE OF SAID CEMETERY,
N67°44'48"E 269.17' TO AN IRON ROD FOUND; THENCE FURTHER ALONG SAID
SOUTH LINE, N67°48'15"E 276.59'; THENCE S43°33'31"E 64.14'; THENCE N72°03'34"E
45.79'; THENCE S08°10'03"E 119.06'; THENCE N79°33'11"E 33.03'; THENCE
S43°33'31"E 71.63'; THENCE S79°33'11"W 115.90'; THENCE S10°26'49"E 127.69';
THENCE S24°16'34"W 153' MORE OR LESS TO THE NORTH MARGIN OF AN
EXISTING LAKE; THENCE ALONG SAID NORTH MARGIN OF LAKE IN A WESTERLY
DIRECTION A DISTANCE OF 350' MORE OR LESS; THENCE S56°44'00"W 39' MORE
OR LESS; THENCE N52°14'56"W 61.50' TO THE EAST MARGIN OF CARL LEGETT
ROAD; THENCE ALONG SAID EAST MARGIN, N28°11'05"W 267.68'; THENCE
FURTHER ALONG SAID EAST MARGIN, N19°54'56"W 86.75' TO THE POINT OF
BEGINNING, CONTAINING 4.98 ACRES MORE OR LESS.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	70.00'	14.42'	14.40'	N 73°39'00" E
C2	130.00'	12.40'	12.40'	S 70°28'46" W
C3	130.00'	14.38'	14.38'	N 76°22'58" E

← DENOTES ZERO LOT LINE



NOTES:

- 1.) FIELD SURVEY PERFORMED WITH A COMBINATION OF TOPCON GR5 GPS RECEIVER AND TOPCON GPT-9005A ROBOTIC TOTAL STATION.
- 2.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH DERIVED BY GPS OBSERVATION UTILIZING THE EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPC (2301 MS E).
- 3.) 1/2" X 18" IRON RODS WITH RED PLASTIC CAPS STAMPED "CROSBY 2539" SET AT ALL LOT CORNERS.
- 4.) SURVEY CLASS - "B"
- 5.) TOTAL LOTS - 15
- 6.) DATE OF FIELD SURVEY - AUGUST 29, 2017
- 7.) THERE IS A 10 FEET WIDE UTILITY EASEMENT RESERVED ALONG ALL FRONT LOT LINES, UNLESS OTHERWISE SHOWN.
- 8.) SEE LOT 12 FOR TYPICAL BUILDING SETBACKS

10100-01-007.000
9P HOLDINGS, LLC

N:330,576.02
E:922,647.38

ZONING INFORMATION:
THIS PARCEL OF LAND IS ZONED R-2. REFER
TO CITY OF GULFPORT LAND DEVELOPMENT
MUNICOD.

REFERENCE MATERIALS:

- 1.) GULFPORT ONLINE ATLAS
- 2.) HARRISON COUNTY MAPPING INTERFACE
- 3.) PRIOR SURVEYS BY LUGENE P. STENUM, PLS
- 4.) RECORDED PLAT OF SECTION "A", GARDEN OF THE CHRISTUS CEMETERY
- 5.) DEED BOOK 1631, PAGE 20
- 6.) DEED BOOK 1464, PAGE 355
- 7.) INST. NO. 2005-18480-D-J1
- 8.) INST. NO. 2012-160-D-J1

LEGEND:

- IRON ROD FOUND
- IRON PIPE FOUND
- IRON ROD SET
- ✱ SPIKE FOUND
- △ SPIKE SET
- ⊠ CONCRETE MONUMENT FOUND
- CONCRETE MONUMENT SET
- ⊞ LIGHTARD KNOT FOUND
- APR -- AS PER SURVEY
- APR -- AS PER RECORD
- APP -- AS PER PLAT
- IRF -- IRON ROD FOUND
- RS -- IRON ROD SET
- P.O.B. -- POINT OF BEGINNING
- P.O.C. -- POINT OF COMMENCEMENT



CROSBY SURVEYING

PROFESSIONAL LAND SURVEYING
716 LIVE OAK DRIVE
BILOXI, MISSISSIPPI 39532
PHONE: 228-234-1649

EMAIL: dciffordcrosby@cableone.net

BRIDGEWATER BAY SUBDIVISION

ASBUILTS- SEPTEMBER 1, 2017

NOTES:

- 1.) FIELD SURVEY PERFORMED WITH A COMBINATION OF TOPCON GR5 GPS RECEIVER AND TOPCON GPT-9005A ROBOTIC TOTAL STATION.
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REFERENCE MATERIALS:

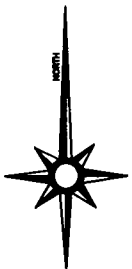
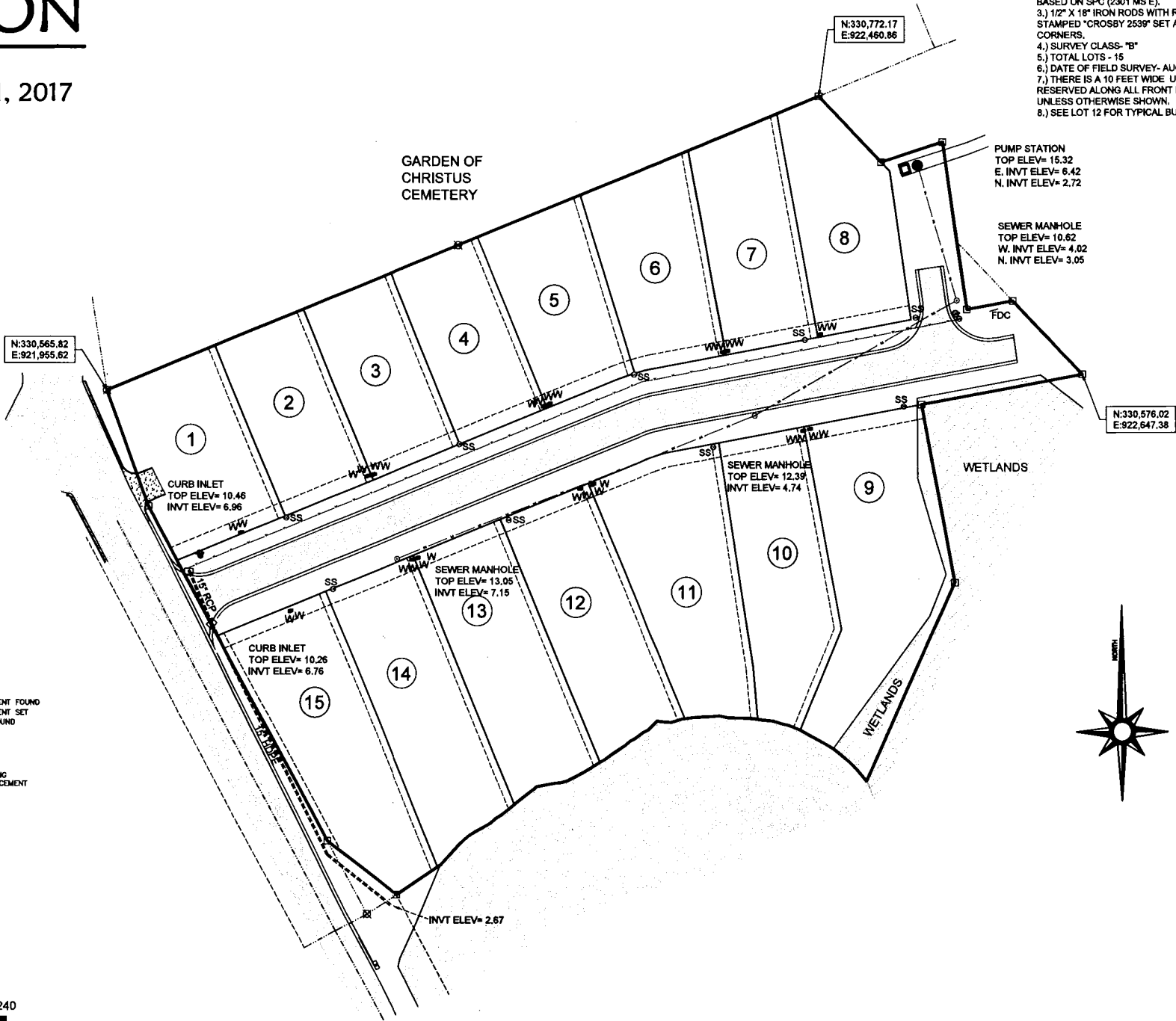
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- SPIKE FOUND
- SPIKE SET
- CONCRETE MONUMENT FOUND
- CONCRETE MONUMENT SET
- LIGHTARD KNOT FOUND
- AS PER SURVEY
- AS PER RECORD
- AS PER PLAT
- IRON ROD FOUND
- IRON ROD SET
- POINT OF BEGINNING
- POINT OF COMMENCEMENT



CROSBY JOB NUMBER- 15339



CROSBY SURVEYING

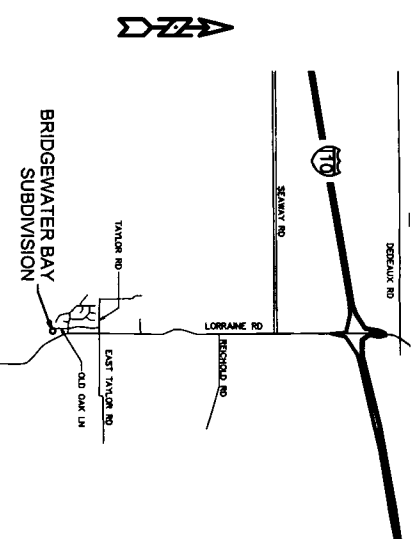
PROFESSIONAL LAND SURVEYING
716 LIVE OAK DRIVE
BILOXI, MISSISSIPPI 39532
PHONE: 228-234-1649

EMAIL: cliffordcrosby@cableone.net

BRIDGEWATER BAY SUBDIVISION

A ZERO LOT LINE DEVELOPMENT
SITUATED IN THE SOUTHEAST 1/4 OF THE
NORTHWEST 1/4 OF SECTION 30,
TOWNSHIP 7 SOUTH, RANGE 10 WEST,
CITY OF GULFPORT, FIRST JUDICIAL
DISTRICT OF HARRISON COUNTY,
MISSISSIPPI

VICINITY MAP
NOT TO SCALE



OWNER'S CERTIFICATE AND DEDICATION

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF RECORD OF THE LAND SHOWN ON THIS PLAT AND DECLARES THIS TO BE A CORRECT PLAT OF BRIDGEWATER BAY SUBDIVISION AND THAT SAID OWNER HEREBY DEDICATES THE RIGHTS-OF-WAY, UTILITIES AND EASEMENTS UNTO THE CITY OF GULFPORT, HARRISON COUNTY FOR PUBLIC USE FOREVER.

WITNESS MY SIGNATURE ON THIS _____ DAY OF _____, 2017.

9P HOLDINGS, LLC BY IT'S MANAGING MEMBER JACQUE PUCHEU

BY: JACQUES PUCHEU
MANAGING MEMBER

ACKNOWLEDGMENT

STATE OF MISSISSIPPI, COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the _____ day of _____, 2017, within my jurisdiction, the within named Jacques Pucheu, who acknowledged to me that he is managing member of 9P Holdings, LLC, a limited liability company, and that for and on behalf of said corporation as member of said limited liability company, and as the act and deed of said corporation as member of said limited liability company, he executed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation and said limited liability company so to do.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2017.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

PLANNING COMMISSION APPROVAL

THIS SUBDIVISION HAS BEEN SUBMITTED TO AND APPROVED BY THE GULFPORT CITY PLANNING COMMISSION ON THE _____ DAY OF _____, 2017.

KEITH WILLIAMS, PLANNING COMMISSION CHAIRMAN

CITY ENGINEER'S CERTIFICATE OF APPROVAL

ALL IMPROVEMENTS HAVE BEEN INSTALLED IN ACCORD WITH THE REQUIREMENTS OF THESE REGULATIONS AND WITH THE ACTION OF THE PLANNING COMMISSION IN GIVING TENTATIVE APPROVAL OF THE GENERAL SUBDIVISION PLAN.

THE CITY ENGINEER IS HEREBY GIVEN ON THIS _____ DAY OF _____, 2017.

ROBERT K. RIEMANN, P.E.
CITY ENGINEER

CERTIFICATE OF APPROVAL AND ACCEPTANCE

THIS SUBDIVISION PLAT HAS BEEN SUBMITTED TO AND APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI BY ORDER DULY ADOPTED ON THE _____ DAY OF _____, 2017, AND ENTERED IN THE OFFICIAL MINUTES OF THE CITY OF GULFPORT IN MINUTE BOOK NO.: _____ PAGES

CITY OF GULFPORT

BY: _____ DATE OF EXECUTION
BILLY HEWES, MAYOR

BY: _____ DATE OF EXECUTION
MUNICIPAL CLERK

CERTIFICATE OF COMPARISON

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE HAVE COMPARED THIS DUPLICATE PLAT OF BRIDGEWATER BAY SUBDIVISION WITH THE ORIGINAL PLAT HEREOF AND FIND THE SAME TO BE AN EXACT COPY THEREFORE.

WITNESS OUR SIGNATURES ON THIS _____ DAY OF _____, 2017.

DEPUTY CLERK _____ CLIFFORD A. CROSBY, P.L.S. NO. 2539

RECORDING CERTIFICATE

FILED AND RECORDED IN DUPLICATE ON THIS _____ DAY OF _____, 2017, IN THE RECORD OF PLATS OF HARRISON COUNTY, MISSISSIPPI IN PLAT BOOK _____, ON PAGE _____.

JOHN MCADAMS, CHANCERY CLERK

BY: _____ D.C.

SURVEYOR'S CERTIFICATE

I, CLIFFORD A. CROSBY, A REGISTERED PROFESSIONAL LAND SURVEYOR IN AND FOR THE STATE OF MISSISSIPPI, DO HEREBY CERTIFY THAT THE FOREGOING PLAT AND DESCRIPTION ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

WITNESS MY SIGNATURE ON THIS _____ DAY OF _____, 2017.

CLIFFORD A. CROSBY, P.L.S. NO. 2539



CROSBY SURVEYING
PROFESSIONAL LAND SURVEYING
716 LIVE OAK DRIVE
BLOOM, MISSISSIPPI 38632
PHONE: 228-234-1049

EMAIL: cliffordcrosby@calheona.net

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF BRIDGEWATER BAY

THIS DECLARATION is made and executed this the 20th day of June, 2016, by 9P Holding, LLC, a Mississippi limited liability company, whose address and telephone number is, 12435 Plunkett Road, Gulfport Mississippi 39503, (228) 832-1845, hereinafter referred to as "Declarant". WITNESSETH: WHEREAS, Declarant is the owner of certain property located in Harrison County, Mississippi, and more particularly described in "Exhibit A" attached hereto and by reference made a part hereof. NOW THEREFORE, Declarant hereby declares that all of the properties described in "Exhibit A" attached hereto shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

Section 1. "Architectural Committee" shall mean the Architectural Control Committee.

Section 2. "Association" shall mean and refer to Bridgewater Bay Owners Assoc., Inc., its successors and assigns.

Section 3. "Board of Directors" shall mean the Board of Directors of the Association.

Section 4. "Common Area" shall mean all real property and easements (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area which will be owned by the Association consists of any common areas, easements, and conservation easements depicted on the Plat of Bridgewater Bay. Additional real property may be conveyed to the Association for the common use and enjoyment of the Owners as the Properties are developed.

Section 5. "Declarant" shall mean and refer to 9P Holding, LLC, and its successors and assigns if such successors or assigns should acquire and assume all rights and responsibilities of the Declarant under this Declaration by written agreement.

Section 6. "Improvement" shall mean all buildings, outbuildings, alterations, additions, sheds, driveways, parking areas, fences, lights and utility pole lines and any other structure, of any type or kind.

Section 7. "Parcel" shall mean and refer to each separate lot and parcel within the Properties as conveyed and recorded in the Public Records of Harrison County, Mississippi, with the exception of any Common Area.

Section 8. "Maintenance" shall mean the exercise of reasonable care to keep the streets, common areas, easements, landscaping, drainage, and other amenities used in common by Parcel owners in aesthetically

pleasing, good and functioning condition.

Section 9. "Member" shall mean every person or entity that holds membership in the association.

Section 10. "Notice" shall mean, unless otherwise specifically required in this Declaration, notice mailed, postage paid, to the last-known address of the person who appears as Member or owner on the records of the Association at the time of such mailing.

Section 11. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Parcel which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 12. "Properties" shall mean and refer to that certain real property described in "Exhibit A" attached hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 13. "Street" shall include any street, drive, boulevard, road, way, terrace or court as shown on the plat.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Parcel, subject to the following provisions:

(a) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members or to mortgage all or any part of the Common Area (no such dedication, transfer or mortgage shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of the members has been recorded); and

(b) the right of the Association to adopt rules and regulations not inconsistent with this Declaration concerning the use and enjoyment of the Common Areas.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to his tenants, guests or invitees.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Parcel which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Parcel which is subject to assessment.

Section 2. The Association shall have one class of voting membership. All Owners shall be Members and shall be entitled to one (1) vote for each Unit held.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Parcel owned within the Properties, hereby covenants, and each Owner of any Parcel by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the Owners and their tenants, guests and invitees, and for the improvement and maintenance of the Common Area.

Section 3. Rate of Assessment. Both annual and special assessments, other than assessments under Article XIV of this Declaration, shall be determined and fixed based upon the total Units assigned to a Parcel. Each assessment against each Parcel shall be a percentage of the total assessment determined by dividing the Units held by the Owner with respect to a Parcel by the total Units outstanding.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast thirty percent (30%) of all the votes of the membership shall constitute a quorum.

Section 6. Collection. Assessments may be collected on an installment basis or annual basis at the discretion of the Board of Directors of the Association.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Parcels on the first day of the month following the conveyance of the first Parcel, except as hereinafter provided. The Board of Directors shall fix the amount of the annual

assessment against each Parcel at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Parcel have been paid. A properly executed certificate of the Association as to the status of assessments on a Parcel is binding upon the Association as of the date of its issuance. Notwithstanding anything to the contrary contained herein, as long as the Declarant pays *any* operating expenses incurred by the Association that exceed the assessments receivable from other members and other income of the Association, the Declarant may elect to be excused from payment of annual assessments related to Parcels owned by the Declarant. In the event the Declarant elects to be excused from payment of annual assessments, the Declarant may at any time thereafter elect to have all Parcels owned by the Declarant subject to assessments. Upon such election, the Declarant's liability for operating expenses shall cease and the Parcels owned by the Declarant shall be subject to assessment. As each Parcel becomes subject to assessment, the annual assessment shall be prorated according to the number of months remaining in the calendar year.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent(12%) per annum or at the prime rate, as published in the Wall Street Journal, plus four percent (4%), whichever is greater, not to exceed, however, the maximum rate of interest allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Parcel.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Parcel shall not affect the assessment lien. However, the sale or transfer of any Parcel pursuant to mortgage foreclosure or any proceeding in lieu thereof or the bona fide conveyance to a mortgagee in satisfaction of a first mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Parcel from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local governmental or public authority for utility purposes shall be exempt from the assessments created herein.

ARTICLE V EASEMENTS AND DEDICATION

Section 1. Roadway, Utility and Drainage Easements. As the Properties are developed, the Declarant will grant and convey non-exclusive, perpetual easements to and on behalf of the Association,

the Owners, their grantees, heirs and successors in interest for ingress and egress, utility, drainage and landscape purposes over, across and under portions of the Properties.

Section 2. Maintenance and Interference. Each easement granted and conveyed to the Association shall be maintained by the Association until such time as the property encumbered by the easement has been dedicated and accepted by the local governmental authority and the local governmental authority has assumed such maintenance. The local governmental authority shall not have responsibility for maintenance of the streets and street related drainage facilities located on the Properties unless and until the local governmental authority accepts such maintenance responsibility, and the local governmental authority shall not be responsible for utility trench lines or trench line failures. Within these easements, no structure, planting or other material which may interfere with the use and purpose of the easements shall be placed or permitted to remain.

ARTICLE VI ARCHITECTURAL CONTROL

Section 1. Approval Required. No building, fence, wall, outbuilding, landscaping or other structure or improvement shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, nor shall any material alteration, addition or deletion be made to the landscaping of a Parcel, until the plans and specifications showing the nature, kind, shape, height, materials, location and all other reasonable detail of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural committee composed of three (3) or more representatives appointed in accordance with this Article (the "Architectural Committee"). In the event any improvement is destroyed in whole or in part, the improvement shall be reconstructed in accordance with the original plans and specifications approved by the Architectural Committee and any subsequently approved modifications thereto, or if the Owner desires to change the plans and specifications, all terms and conditions of this Declaration shall be complied with as if no improvement had been previously constructed.

Section 2. Membership. The Declarant shall appoint the initial Architectural Committee. The Declarant will attempt to appoint an Architectural Committee from the following:

A. The Declarant or Designee - At such time as Declarant no longer wishes to serve or to appoint a designee or is incapable of doing so, the Board of Directors shall have the authority to make the appointment in Declarant's place;

B. An architect;

C. A landscape architect;

D. A builder;

E. A real estate agent or broker; and

F. A member or members of the Association owning a Parcel within the Properties.

The Board of Directors shall have the authority, but shall not be required, to pay compensation to the members of the Architectural Committee. The members of the Architectural Committee shall serve at the pleasure of the Board of Directors. Subsequent members of the Architectural Committee shall be appointed by the Board of Directors and may include any Member of the Association and/or any Board of Directors member.

Section 3. Application Procedures. All notices or submission requests to be given to the Architectural Committee shall be in writing delivered by mail to the principal registered office of the Association as from time to time set forth in the records of the office of the Secretary of State of Mississippi, Corporate Division. Three copies of all such plans and specifications to be approved shall be furnished to the Architectural Committee. The plans and specifications shall include the following information:

- (1) Building plans showing floor plans and front, side and rear elevations.
- (2) Exterior finish schedule showing material, style, and color for all surfaces.
- (3) Site plan showing location of buildings, drives, parking areas, sidewalks, and all other improvements.
- (4) Landscape plan, to include all removal of trees, underbrush and vegetation.
- (5) Detailed plan for controlling sedimentation.
- (6) The contractor who will perform and be responsible for all work.

Section 4. Design Criteria. The Architectural Committee shall have the right to establish certain design criteria, and amend the same, from time to time. Such design criteria may be directed to only certain aspects of designs or acceptable materials and should be applied only as minimum guidelines to facilitate the review process. Materials which are of a higher quality, in the Architectural Committee's opinion, will be allowed. Full compliance with such design criteria will not establish any right to approval hereunder unless all other concerns and conditions have been addressed and met in a satisfactory manner. The architectural design of buildings shall be:

- (1) buildings with lap siding and a 6/12 minimum pitch in roofs. The following are the initial design criteria which are intended to establish minimum standards and guidelines:

- (2) Exterior siding material shall consist of approved brick or cementitious lap siding.
- (3) In the event the roof of the building is visible from any street, roof materials shall consist of cedar shake, concrete or clay tiles, pressed metal shingles or standing seam galvalume (or equivalent) metalroofs, and the roof shall have a 6/12 minimum roof pitch.
- (4) The exterior wall and roof colors shall be compatible and harmonious with the colors of nearby buildings.
- (5) Highly reflective and bright colors are prohibited.
- (6) Unless otherwise approved by the Architectural Committee, all buildings constructed on a slab shall be a built-up slab with a minimum of one step up from the finished walkway to the interior floor elevation.
- (7) Chimney stacks shall be on foundations and be veneered with brick or cementitious lap siding. All chimney tops must be topped with a metal shroud, unless a special chimney top has been architecturally designed and approved by the Architectural Committee in writing.
- (8) Any plumbing and heating vents penetrating the roof must be located at the rear of the building, and stacks, vents and flashings must have a dark finish to match the color of the roof.
- (9) All exposed foundations shall be finished consistent with the exterior siding material.
- (10) Storm doors shall not be allowed. Roll-up hurricane shutters shall be allowed.
- (11) All drives will be paved with concrete.
- (15) Windows shall be of a quality that will withstand harsh weather conditions.

Section 5. Purpose and Discretion. The purpose of this Article in providing the Architectural Committee with the authority to approve or disapprove plans and specifications for all improvements constructed on the Parcels is to maintain the value of all Parcels and to protect all Owners against a diminution of value resulting from the construction of a building or other structure incompatible with the proper development of the Properties. The disapproval of such plans and specifications shall be in the sole discretion of the Architectural Committee and shall be based upon the following factors:

- (1) Harmony of exterior design with the existing or proposed improvements to the Parcels.
- (2) General quality in comparison with the existing improvements to the Parcels.
- (3) Location in relation to surrounding improvements.
- (4) Location in relation to topography.
- (5) Changes in topography.
- (6) Aesthetic considerations.

The Architectural Committee may establish and specify for any Parcel, prior to construction, standards and requirements relating to excavation, dirt and fill storage, digging, backfilling, etc. for utility trenches and

building construction, the color and composition of roofing materials, the color and composition of bricks or siding, and the style of architecture. Such standards and requirements may include, but not necessarily be limited to, the following: off-site storage of fill, dirt or construction debris; stockpiling of fill from utility trenches; backfilling utility trenches; and the general appearance of the buildings. Such standards and requirements may vary from Parcel to Parcel and may be imposed by the Architectural Committee in its sole discretion so as to minimize disruption of trees, tree roots, existing ground cover, or other natural features. Indiscriminate grading or trenching will be strictly forbidden to minimize harm to natural features which protect and enhance the beauty and privacy of the entire Properties and to encourage the aesthetic standards of the neighborhood.

Section 6. Approval Process. A decision regarding approval of building plans for a particular Parcel will be returned to the applicant in writing no later than thirty (30) days after receipt of complete plans by the Architectural Committee. In the event the Architectural Committee fails to approve or disapprove such plans and specifications within thirty (30) days after complete plans, in a form acceptable to the Architectural Committee, have been submitted to it, the applicant shall give by certified or registered mail written notice to the Architectural Committee stating that no action was taken for thirty (30) days and shall request immediate action within ten (10) days of such notice. If the Architectural Committee fails to approve or disapprove the plans within said ten (10) day period, then approval of said plans shall be deemed to have been given. The applicant shall agree in writing to all changes made to the building plans as mutually agreed by both the Architectural Committee and the applicant. Thereafter, no changes may be made to the plans without the express written approval of the Architectural Committee as set forth in this approval process. Within ten (10) days after the completion of construction of any improvement in the Properties, the Owner, builder or other agent for the Owner, shall give written notice to the Architectural Committee that the improvement is complete and ready for inspection. Within twenty (20) days after receipt of such notice, the Architectural Committee shall inspect the improvement and shall notify the Owner in writing as to any defects or deficiencies which are found. This response from the Architectural Committee shall include a statement as to the corrections which should be made to correct any such deficiencies so as to render the improvement in compliance with the approved plans and specifications. The Owner shall be given a reasonable period within which to correct such deficiencies. After being given a reasonable opportunity to do so, the Architectural Committee shall make such recommendations to the Board of Directors as it deems necessary for enforcing compliance with the approved plans and specifications. In the event the Architectural Committee fails to inspect the improvement and notify the Owner in writing as to the defects within twenty (20) days after notice of completion, the improvement will be deemed in compliance with the plans and specifications previously approved.

ARTICLE VII LAND USE AND BUILDING TYPE

No Parcel shall be used except for residential purposes and such other purposes set forth in this Declaration, unless it is a common area. The density and intensity of development of the Properties is controlled by the terms and conditions of the Bridgewater Bay Subdivision and the City of Gulfport Planning and Zoning Department. The Declarant shall assign development rights with each Parcel conveyed by the Declarant. The Owner of each Parcel shall develop and improve the Parcel in accordance with this Declaration, the Bridgewater Bay Subdivision, and the City of Gulfport Planning and Zoning Ordinance. Bulkheads, boat lifts, boat houses and piers are at the Parcel owner's expense and must be approved by the Architectural Committee.

ARTICLE VIII BUILDING AND FENCE LOCATION AND SIGHT RESTRICTIONS

Building locations shall be approved by the Architectural Committee, provided, however, no portion of any building shall be located on any Parcel: in violation of applicable set-back restrictions established by the Declarant in a deed of conveyance of a Parcel or by separate restrictive covenants or the City of Gulfport's Planning and Zoning Ordinances. For the purposes of this Article VIII, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another site. The location and design of any fence must be approved by the Architectural Committee in accordance with Article VI of this Declaration. It is the intent of the Developer to keep open areas viewable for all owners. That privacy fences that block or screen views to the water will not be allowed.

ARTICLE IX NUISANCES

No noxious or offensive activity shall be carried on upon any Parcel or any Common Area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

ARTICLE X TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, storage building, or other outbuilding shall be used on any Parcel at any time either temporarily or permanently.

ARTICLE XI SIGNS

No sign of any kind shall be displayed to the public view on any Parcel except such signage as approved by the Architectural Committee and except signs used by Declarant and its agents to advertise Parcels for sale. Notwithstanding the foregoing, the Declarant shall have the right to use such signs as the Declarant deems appropriate to promote the sale of improved or unimproved Parcels.

ARTICLE XII RADIO AND TELEVISION ANTENNA, FENCING AND TANKS

No exterior radio, television or satellite-dish antenna may be installed on any portion of the Properties unless the installation, and the location, color and design of the antenna have been approved by the Architectural Committee. No fence shall be located on any Parcel unless the installation, color and design of

the fencing have been approved by the Architectural Committee. No tank for the storage of fuel, water or other substance shall be placed or permitted to remain on any Parcel unless the tank is buried and the location of the tank is approved by the Architectural Committee. It is the intent of the Developer to keep open areas viewable for all owners. That privacy fences that block or screen views to the water will not be allowed.

ARTICLE XIII MAIL BOXES

No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected or located on any Parcel. All mailboxes shall be located in areas designated by the Declarant or the Board of Directors.

ARTICLE XIV EXTERIOR MAINTENANCE

Each Owner shall maintain the landscaping, including the trees, shrubs and grass within the boundaries of his Parcel, and the exterior of the building, including shutters, doors and windows, located on the Parcel in a neat and attractive condition. Each Owner shall maintain all glass in doors, sidelights and windows and replace the glass as necessary when cracked, broken or fogged. All personal property kept on a Parcel shall be either kept and maintained inside of a building or a proper storage facility or shall be stored at the rear of the building, provided, however, this provision shall not be construed to permit junk cars, old appliances or the like being kept anywhere on the Parcel, including in the front, on the side or to the rear of the Parcel. Any personal property, if it is to be stored on the Parcel, is to be stored in a completely enclosed structure approved by the Architectural Committee. If an Owner shall fail to comply with the requirements of this Declaration, then upon vote of a majority of the Board of Directors and after not less than ten (10) days' notice to the Owner, the Association shall have the right (but not the obligation) to enter upon such Parcel and provide such maintenance or make such repairs or replacements as it deems necessary or appropriate, and the cost thereof shall be payable to the Association by such Owner within ten (10) days after the delivery to the Owner of a demand for payment. Amounts due hereunder may be enforced and collected, together with interest at the maximum rate allowed by law, or eighteen percent (18%) per annum if no maximum limit is in effect, and attorneys' fees, in the manner assessments are enforced and collected under Article IV. For the purpose solely of performing the maintenance authorized by this paragraph, the Association's agents and employees shall have the right, after reasonable notice to the Owner, to enter upon any such Parcel between the hours of 7:00 a.m. and 6:00 p.m.

ARTICLE XV ACCESS TO OTHER PROPERTY

Except for the Declarant, no Owner shall permit or otherwise authorize any portion of any Parcel to be utilized as an easement, roadway, driveway, street or other means or method of access, ingress or egress to areas or property not included within the Properties. The purpose of this provision is to preserve and protect the integrity of the exterior boundaries of the Properties, and to preclude and prohibit any break in those

boundaries by any easement, roadway, driveway or street granted, permitted or otherwise created by any Owner other than the Declarant. The Declarant reserves the right to grant such easements or create such roadways upon land or Parcels owned by the Declarant as the Declarant, in the Declarant's sole discretion, determines necessary, appropriate or desirable.

ARTICLE XVI GARBAGE AND REFUSE DISPOSAL

No Parcel shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs or rubbish. Trash, garbage or other waste shall not be allowed to accumulate on any Parcel or other part of the Properties and shall not be kept except in sanitary containers located and installed in the manner approved by the Architectural Committee. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from the street or from any private or common driveway except for those times designated for collection by the appropriate waste management and collection authority approved by the Board of Directors.

ARTICLE XVII OUTSIDE LIGHTING

Floodlighting or any other outside lighting with high intensity, bright lamps is prohibited. Indirect and low level surface lighting is required.

ARTICLE XVIII LANDSCAPING

Only native vegetation shall be used for landscaping. All landscaping shall be in compliance with Department of Environmental Protection regulations. No native vegetation shall be removed from any Parcel except such removal as is reasonably necessary for the construction of improvements and landscaping as approved by the Architectural Committee. No significant vegetation shall be removed from any Parcel without the approval of the Architectural Committee. Only pesticides, herbicides and fertilizers that are consistent with the USDA-SCS Soil Pesticide Interaction Rating Guide will be used. Only pesticides that have a minimum potential for leaching or loss from runoff, and only chemicals with a half-life of seventy (70) days or less will be used. Fertilizers, pesticides, and herbicides which cannot be analyzed in a laboratory will not be applied on site. Spraying unauthorized chemicals shall render the Owner personally liable for any pollution created by said chemicals. Additions to the normal landscape such as birdbaths, statues, water and fish pools, benches, rock or brick borders, wagon wheels, pink flamingos and any other such yard decorations are prohibited unless specifically approved by the Architectural Committee.

ARTICLE XIX CONSTRUCTION ACTIVITIES

Grading and excavating work shall be contained on the building site. Backfilling of trees shall not be permitted. All building debris must be removed and building site kept clean during construction. No tree eight (8) inches in diameter or greater shall be cut without prior approval of the Architectural Committee. In the event any violation of this Article occurs, all work shall cease until the Parcel is restored in a manner approved

by the Architectural Committee. In the event an Owner cuts or removes a tree in violation of this Article, the Owner shall replace each tree improperly cut or removed with a tree of a size and type approved by the Architectural Committee and replant as necessary.

ARTICLE XX MAINTENANCE OF STREETS AND ROADWAYS

The Association shall be responsible for maintenance, as defined herein, within the Properties. The Association shall be responsible for the maintenance of the streets within and to the Properties as follows:

- A. The Association shall be solely responsible for the maintenance of the streets within the Properties until such time they are assumed by the City of Gulfport.
- B. The Association shall be responsible for the maintenance of the streets and alleys from the guard gate through to the commercial tract depicted as the "commercial/retail East/Southeast" on the plat attached hereto as "Exhibit B". Such maintenance shall include the repair, replacement and maintenance of the paved streets, drainage, landscaping, irrigation, control access gates, grass mowing and common signage within the residential area.

ARTICLE XXI SEWER AGREEMENT

The Association shall be responsible for maintenance, as defined herein, within the Properties. The Association shall be responsible for the maintenance of the Lift Station within and to the Properties as follows:

- A. The Association shall be solely responsible for the maintenance of the Lift Station within the Properties until such time they are assumed by the City of Gulfport.
- B. The Association shall be responsible for the pro-rata share of the maintenance of Lift Station split with the Retail/Commercial Development based on number of retail tenants until such time they are assumed by the City of Gulfport.

ARTICLE XXII WATER AGREEMENT

Each Parcel will be responsible for maintaining a Landscape water meter for watering grass and plants within the associated Parcel only.

ARTICLE XXIII BUFFER, CONSERVATION EASEMENT AND ENVIRONMENTAL PROTECTION

A natural vegetation buffer shall be maintained and no structures or impervious surfaces shall be constructed near certain water or wetlands as identified on "Exhibit B" attached hereto, and as provided in the Bridgewater Bay Subdivision. All Owners and their tenants, guests and invitees shall fully comply with all terms and conditions of the Conservation Easement. The Association shall be responsible for monitoring the property subject to the Conservation Easement, and the Association shall have the right to take such actions as may be required to ensure compliance with the Conservation Easement. Any Owner who violates any term or

condition of the Conservation Easement shall be responsible for and pay all costs, damages, fines and expenses resulting from such violation.

ARTICLE XXIV DECLARANT'S DEVELOPMENT RIGHTS

Nothing contained in this Declaration shall be interpreted or construed to prevent the Declarant, or contractors or subcontractors of the Declarant from doing or performing on all or any part of the Properties actually owned or controlled by the Declarant or upon the Common Areas, whatever the Declarant determines to be reasonably necessary or advisable in connection with the completion of the development of the Properties, including, without limitation:

A Erecting, constructing and maintaining structures as may be reasonably necessary for the conduct of the Declarant's business of completing and establishing the Properties as a commercial development and disposing of the Parcels by sale, lease or otherwise;

B. Conducting the Declarant's business of completing and establishing the Properties as a commercial development and marketing of the Properties in Parcels;

C. Maintaining such sign or signs as may be reasonably necessary in connection with the sale and marketing of the Parcels;

D. Provided, however, that operations being conducted under subparagraphs A., B., and C.

immediately above shall be permitted upon only those parts of the Properties owned or controlled by the Declarant and the Common Areas.

ARTICLE XXV PETS ANIMALS

No animals, livestock, poultry or other fowl of any kind may be raised, bred, or kept on any lot, except that dogs and cats or other household pets may be kept provide there shall not be more than three (3) such pets an any one dwelling. Pets shall be kept on the owners' property and shall not be allowed to threaten or molest any domestic servants, postmen, maintenance personnel, pedestrians or the general public.

ARTICLE XXVI SWIMMING POOLS

Swimming pools and their accessory structures shall be installed in accordance with the ordinances and regulations of the City of Gulfport. No above ground swimming pools higher than two (2') foot above the finished lot grade shall be permitted and must be approved by the Architectural Committee.

ARTICLE XXVII GARAGE DOORS, CLOTHES LINES AND FIRE ARMS

If the Residence has a garage, all garages will be equipped with garage doors and no doors shall be left open for a period longer than is necessary for normal use or to make repairs; provided, however, this paragraph shall not apply if such garage opening is completely screened from street view. No outside clothes line shall be permitted on any lot. No guns, firearms, weapons of any kind, including, but not

limited to B.B. guns, pellet guns, sling shots, bows and arrows, or other weapons shall be fired or discharged within the confines of said subdivision.

ARTICLE XXVIII PARKING

All single family dwellings shall provide for off street parking for all motor vehicles normally used or parked by occupants of such dwellings. No truck, trailer, house trailer, boat trailer, boat, or other non-automotive vehicle of any kind shall be parked, left, or stored in front, or on the side of the residence of an lot other than in a garage or carport. Unless otherwise prohibited by local traffic regulations, curb parking shall be permitted for bonafide visitors or guests of such occupants whose stay does not exceed 48 hours. Visitors or guests whose stay exceeds 48 hours shall be considered occupants and must be provided with off street parking unless written consent to extend the curb parking time is obtained from the Association.

ARTICLE XXIX GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. The failure of the Declarant, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

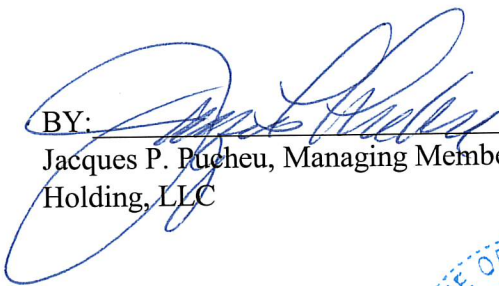
Section 3. Annexation. Additional property and common areas may be annexed to the Properties with the consent of two-thirds (2/3) of the members. Any such annexation shall subject said land to these covenants, conditions and restrictions, and the Owners of each Parcel in such annexed area shall have the same rights, benefits, obligations and duties as the Owners of the Parcels described in this Declaration.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended (I) with the consent of seventy-five percent (75%) of all Parcel Owners, together with (ii) the approval of the Board of Directors. The aforementioned consent of the Owners may be evidenced by a writing signed by the required number of Owners or by the affirmative vote of the required number of Owners at any regular or special meeting of the Association called and held in accordance with the Bylaws and evidenced by a certificate of the secretary or an assistant secretary of the corporation. No Amendment shall affect the priority of the lien of any first mortgage on any Parcel over the lien of the assessments provided for herein unless the holder of the

mortgage joins in the execution of the amendment. Any amendment must be recorded.

Section 5. Venue. All disputes, legal proceedings or arbitration shall be filed in Harrison County, Mississippi.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, has caused this Declaration to be executed the day and year first above written. Developer: 9P Holding, LLC, a Mississippi Limited Liability Company

BY: 

Jacques P. Pucheu, Managing Member 9P Holding, LLC

Tracy D. Boyd
9-5-17





URBAN DEVELOPMENT
PLANNING DIVISION

October 4, 2017

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5710
Fax: 228-868-5708

9P LLC C/O Jacques P. Pucheu (Owner)
P.O. Box 10080
Gulfport, MS 39505

Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

RE: Final Plat Case Number 1710PC121: 9P, Holding LLC, property owner, requests Final Plat approval for a 15-lot single family subdivision (Bridgewater Bay Subdivision) on tax parcel 1010D-01-005.000, 1010D-01-006.000, 1010D-01-008.001, 1010D-01-009.003, containing approx. 18.2 acres, zoned R-2 (Located north of West Pine Street south of West Taylor Road, east of and adjacent to Carl Legett Road, and west of Cowan Road), Ward 4.

To Whom It May Concern:

The purpose of this letter is to inform you of the above referenced application. A map showing the general location of the property involved is on the back of this letter.

The City of Gulfport Planning Commission will hold a public hearing to consider the above request at 4:30 p.m. on **Thursday, October 26, 2017**, in the Council Chambers at the Gulfport City Hall, located at 2309 15th Street.

It is your option whether or not to appear personally and/or speak for or against the request at the scheduled hearing. If you are unable to attend the public hearing you may submit your opinion in writing and request that it be read into the public record. If you desire, it is also your choice to be represented by an agent or attorney. Adjacent property owners will not be provided any further correspondence on the matter unless an appeal is filed but may, as stated above, contact this office for additional information.

Any interested party that may feel aggrieved by the Planning Commission's decision may confirm by filing a written notice of appeal within fifteen (15) calendar days after the date of the Planning Commission hearing. The notice of appeal and reasons for objecting to the decision should be stated in writing and filed with the Department of Urban Development-Planning Division. This notice of appeal shall be forwarded as part of the record with the record and decision from the Planning Commission to the Mayor and City Council. The City Council shall make a final decision based upon the record as submitted. No new evidence may be presented at the meeting. A filing fee for an appeal will apply. Please contact the Planning Division office for further details on the appeal process.

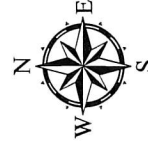
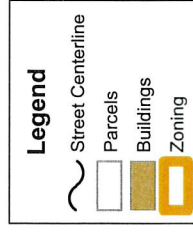
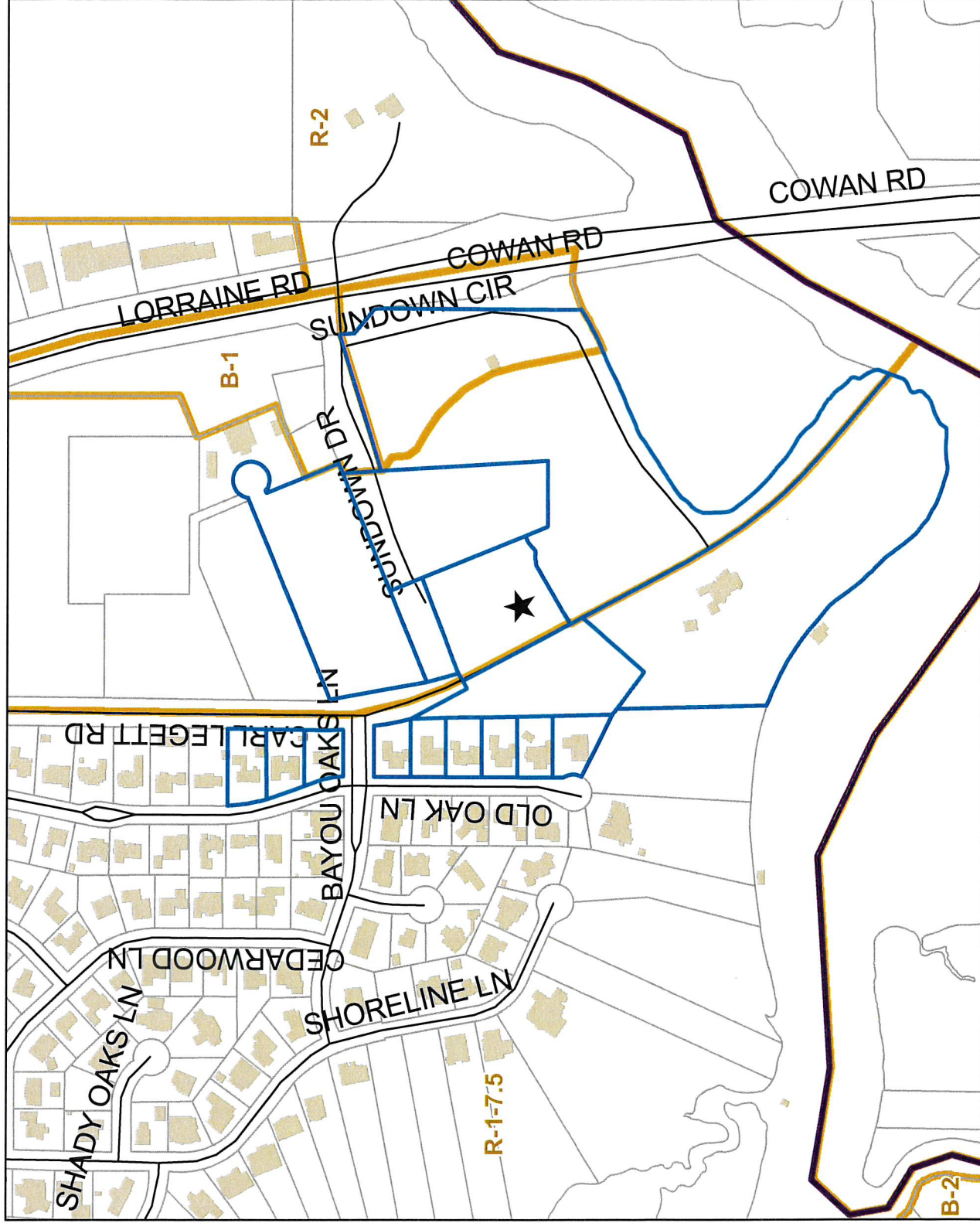
If you have any questions or comments, please contact this office at (228) 868-5710.

Sincerely,

Thomas Lane
Planner II

CC: Agent, Adjacent Property Owners (You have been identified as owning property within 160 feet of this request)

PARCEL_ID (121)	NAME	ADDRESS_1	CITY	STATE	ZIP
1010D-01-005.000	9P LLC C/O JACQUES P. PUCHEU (Owner)	PO BOX 10080	GULFPORT	MS	39505
	Adjacent Property Owners				
1010D-01-004.000	CITADEL/MISSISSIPPI LLC	123 ARLINGTON AVE	GREENVILLE	SC	29601
1010D-03-003.011	WESSON LISA D	14 OLD OAK LANE	GULFPORT	MS	39503
1010D-03-002.000	MAVAR GERALD MICHAEL SR & DIANNE	8001 CARL LEGETT RD	GULFPORT	MS	39503
1010D-02-001.012	WALKER BRETT E & JESSICA K	20 OLD OAK LANE	GULFPORT	MS	39503
1010D-01-007.000	MACH MARY ANN LEGGETT-TRUSTEE-	11301 SUNDOWN CIRCLE	GULFPORT	MS	39503
1010D-01-009.003	DAVIS MILLER & ELIZABETH	1825 FICUS POINT DR	MELBOURNE	FL	32940
1010D-03-003.008	SCHWARTZ ROBERT T & NIKKI	8 OLD OAK LN	GULFPORT	MS	39503
1010D-03-003.012	SPERRY AUSTIN B & SARAH DANE	16 OLD OAK LANE	GULFPORT	MS	39503
1010D-01-006.000	HAYS WILLIAM L & CHARLINE L	1326 WINTERBERRY CV	GERMANTOWN	TN	38138
1010D-03-003.009	WEBB JAMES P & WF	10 OLD OAK LN	GULFPORT	MS	39503
1010D-02-001.011	NEWTON PAUL M JR & VIRGINIA S	22 OLD OAK LN	GULFPORT	MS	39503
1010D-02-001.010	FAVROT WILLIAM E	24 OLD OAK LANE	GULFPORT	MS	39503
1010D-03-003.013	DELCAMBRE PAUL J JR & CHARLOTTE	18 OLD OAK LN	GULFPORT	MS	39503
1010D-01-005.000	DAVIS MILLER & ELIZABETH	1825 FICUS POINT DRIVE	MELBOURNE	FL	32940
1010D-03-003.010	HARRAL JOHN M & WF	12 OLD OAK LN	GULFPORT	MS	39503



DATA DISCLAIMER:
All information that is provided on this map is believed to be correct. However, no liability is assumed by the City of Gulfport for errors in substance or form of any of the materials published on this map. The GIS Division, City of Gulfport, provides the information represented on this map as a service to the community and makes every effort possible to provide quality information. However, no claims, promises, or guarantees about the accuracy, completeness or adequacy of the information contained on this map are expressed or implied.

1. CITY OF GULFPORT PLANNING COMMISSION

2

3 1710PC121

4

5 TRANSCRIPT OF HEARING

6 October 26, 2017

7 *****

PLANNING

8 TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT

9 COMMISSION HELD IN THE CITY COUNCIL CHAMBERS, GULFPORT,

4:30

10 MISSISSIPPI, ON THE 26TH DAY OF OCTOBER 2017 COMMENCING AT

11 P.M. AND REPORTED BY NORMA JEAN LADNER SOROE, CERTIFIED

12 SHORTHAND REPORTER.

13 *****

14

COMMISSION MEMBERS PRESENT:

15

VIRGINIA ADOLPH, Acting President

16

COLETTE TOWLES

CHARLIE HEWES

17

JOHN ANTHONY

WILLIAM "PRINCE" JONES

18

MARTY WARREN

DOUG HANCOCK

19

B.J. SELLERS (Recused)

EVERETTE "LAD" LADNER

20

MICHAEL DANIELS

21

STAFF PRESENT:

22

GREG PIETRANGELO

23

GREG HOLMES

CORY LONG

24 MATILDA WELCH
25 SU-LIN BOLIN

N.J. SOROE, CSR #1297

1. 5. Final Plat 1710PC121
2. MS. BOLIN: Item 5. Final plat 1710PC121 has
3. been duly and timely noticed as required by law. The applicant
4. requests approval for a 15 lot subdivision Bridgewater Bay
5. Subdivision zoned R-2 single family located north of West Pine
6. Street, south of West Taylor Road, east of and adjacent to Carl
7. Leggett Road, and west of Cowan Road, in Ward 4. A copy of the
8. packet considered is hereby offered into the record.
9. MS. ADOLPH: Thank you, ma'am.
10. MR. SELLERS: Madam Chairman, I have to recuse
11. myself from this item and the next.
12. MS. ADOLPH: Thank you, sir.
13. (Mr. Sellers leaves room.)
14. MS. ADOLPH: For Case File 1710PC121, those to
15. speak for this, please come forward.
16. MR. PUCHEU: Jacques Pucheu, 12152 Kencrest
17. Drive, Gulfport, Mississippi.
18. This has been a long time coming. We have a
19. beautiful subdivision. We're ready to start building houses.
20. MS. ADOLPH: Mr. Pucheu, can you talk a little
21. bit louder? They can't hear in the back.
22. MR. PUCHEU: We're complete with our streets and

23. drainage, and we meet all the standards of the City of

24. Gulfport, and we're ready to start building houses.

25. If you have any other questions, I'm here.

N.J. SOROE, CSR #1297

1. MS. ADOLPH: Thank you, sir.
2. Anyone else to speak for this measure? Anyone
3. else to speak for this measure?
4. Anyone to speak against this measure? Anyone to
5. speak against this measure?
6. If not, Commissioners, what is your pleasure?
7. MR. HEWES: Madam Chair, I move that we approve
8. Case Number 1710PC121 with departmental conditions.
9. MS. ADOLPH: All right.
10. MR. JONES: Second.
11. MS. ADOLPH: We have a motion, and we have a
12. second. Is there any need for discussion? If not,
13. Commissioners, all in favor of approving Case File 110PC121
14. with the stated conditions, please signify by saying aye.
Any
15. opposed? Motion carries.
16. (Unanimous vote.)
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24

N.J. SOROE, CSR #1297

1. BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2

3 1710PC121

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6

COURT REPORTER'S CERTIFICATE

7

8 I, Norma Jean Ladner Soroe, Certified Shorthand

9 Reporter, do hereby certify that to the best of my skill
and

10 ability I have reported the hearing held before the City of
11 Gulfport Planning Commission and that the foregoing 3 pages
12 constitute a true and correct transcription of said hearing
13 held on the 26h day of October 2017.

14 I do further certify that my certificate annexed
15 hereto applies only to the original and certified
transcript.

16 The undersigned assumes no responsibility for the accuracy
of
17 any reproduced copies not made under my control and
direction.

18 Witness my signature this the 31st day of October
19 2017.

20

21

22

23

24

NORMA JEAN LADNER SOROE, CSR #1297
Certified Shorthand Reporter

25

N.J. SOROE, CSR #1297



**DEPARTMENT OF
ENGINEERING**

4050 Hewes Ave.
Gulfport, MS 39507-3903
Phone: 228-868-5740
Fax: 228-868-5822

October 24, 2017

Mr. Cory Long
Urban Development Planning Division
Post Office Box 1780
1410 24th Avenue, Room 206
Gulfport, MS 39502
Telephone (228) 868-5710
Fax (228) 868-5708
Email: rlong@gulfport-ms.gov

Re: Bridgewater Bay Subdivision

Dear Mr. Long:

On September 5, 2017 Engineering and Public Works conducted a final inspection of the referenced subdivision, and deficiencies were noted. A follow-up inspection took place on October 23, 2017 and all punch list items have been resolved except the installation of the SCADA system and security light for the sewer lift station (installation pending manufacturer's availability).

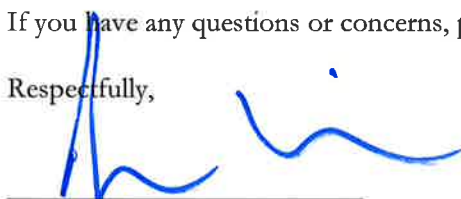
A warranty bond in the amount of \$10,500.00 is required for the period of one (1) year to cover the improvements.

At the conclusion of the warranty period, the developer is required to notify the city to schedule a warranty inspection. Prior to acceptance for perpetual maintenance all deficiencies shall be corrected.

We recommend acceptance of the subdivision and the start of the one year warranty period based on the above conditions.

If you have any questions or concerns, please feel free to contact me.

Respectfully,



Jeremy Harrison, E.I.
Assistant City Engineer
City of Gulfport

Cc: Kris Riemann, P.E., Director of Engineering
Wayne Miller, P.E., Director of Public Works
Greg Pietrangelo, Director of Urban Development

Attachments: 1. Engineering Inspection Report
2. Map



**DEPARTMENT OF
ENGINEERING**

4050 Hewes Ave.
Gulfport, MS 39507-3903
Phone: 228-868-5740
Fax: 228-868-5822

SUBDIVISION INSPECTION CHECKLIST

SUBDIVISION:	Bridgewater Bay Subdivision
TYPE OF INSPECTION:	Final Inspection
DATE:	September 5, 2017
PERSONS PRESENT:	Tyler Gentry, Department of Engineering Jeremy Harrison, Department of Engineering Hieu Vo, Department of Engineering John Thomas, Department of Public Works Joe Johnson, Department of Public Works Brian Jones, Department of Public Works Lyle Smith, Utility Partners Andy Wise, Utility Partners Jacques Pucheu, 5P Holdings

CHECKLIST ITEMS

STREETS & DRAINAGE:

- | | | | |
|---|--|---|--|
| 1. Is debris/silt and vegetation in streets, curbs, pipes, and catchbasins? | ☐ .Yes | ☒ .No | ☐ .N/A |
| 2. Is street paving/concrete acceptable? | ☒ .Yes | ☐ .No | ☐ .N/A |
| 3. Is drainage pipe in ROW concrete? | ☒ .Yes | ☐ .No | ☐ .N/A |
| 4. Are catchbasin openings sized correctly? | ☒ .Yes | ☐ .No | ☐ .N/A |
| 5. Are curbs & gutter broken/settled? | ☐ .Yes | ☒ .No | ☐ .N/A |
| 6. Is rebar present in curb? | ☒ .Yes | ☐ .No | ☐ .N/A |
| 7. Are street lights present & spaced correctly? | ☒ .Yes | ☐ .No | ☐ .N/A |
| 8. Are lots graded to direct water to drainage systems? | ☒ .Yes | ☐ .No | ☐ .N/A |
| 9. Is/Are detention pond(s) holding water? | ☐ .Yes | ☐ .No | ☒ .N/A |
| 10. Is/Are the banks of detention pond(s) & ditches stabilized? | ☐ .Yes | ☐ .No | ☒ .N/A |
| 11. Are swales/ditches able to be maintained by residents? | ☒ .Yes | ☐ .No | ☐ .N/A |
| 12. Is erosion control provided at outfalls? | ☒ .Yes | ☐ .No | ☐ .N/A |
| 13. Are any extra easements required? | ☐ .Yes | ☒ .No | ☐ .N/A |

WATER & SEWER:

- | | | | |
|---|--|------------------------------|-------------------------------|
| 1. Are all water meters installed & with no broken/missing parts? | ☒ .Yes | ☐ .No | ☐ .N/A |
| 2. Are all water lines and appurtenances installed in accordance with city standards? | ☒ .Yes | ☐ .No | ☐ .N/A |

3. Are sewer cleanouts installed & with no broken/missing parts? ☒ Yes ☐ No ☐ N/A
4. Are all manholes installed in accordance with city standards? ☒ Yes ☐ No ☐ N/A

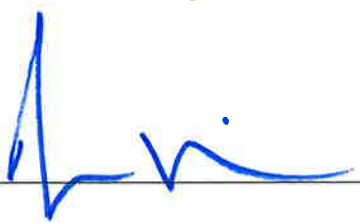
TRAFFIC & SAFETY:

1. Are street name signs correct & in place? ☒ Yes ☐ No ☐ N/A
2. Are traffic control signs correct & in place? ☒ Yes ☐ No ☐ N/A

PUNCHLIST ITEMS

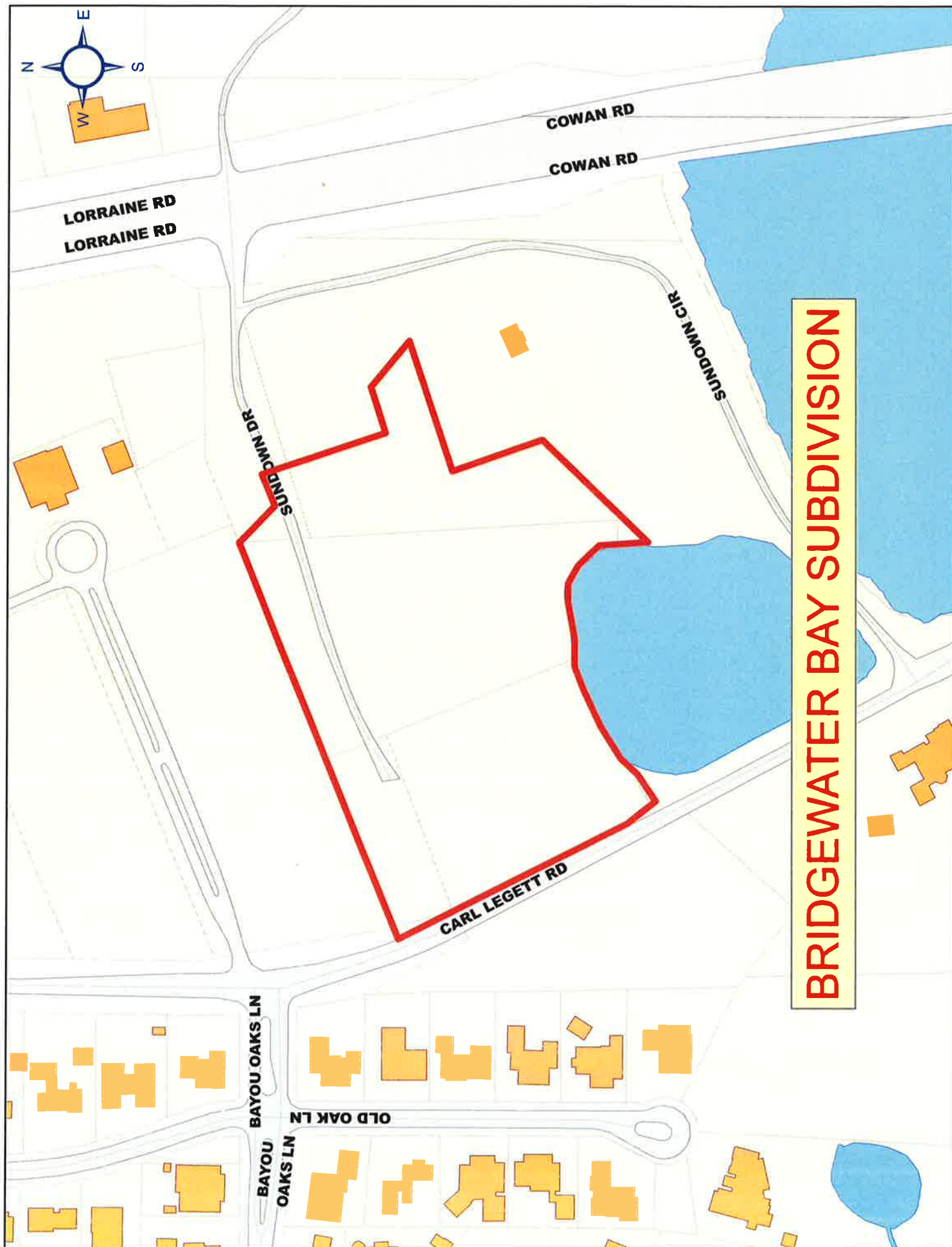
1. Remove sediment from all catch basins. COMPLETE
2. Repair all damage to curb and gutter. COMPLETE
3. Install erosion control at the dead end. COMPLETE
4. Remove the form work from the southern catch basin at the intersection of Carl Leggett Road. COMPLETE
5. Install the speed limit sign. COMPLETE
6. Install stop bars. COMPLETE
7. Install road name signage. COMPLETE
8. Provide the agreement with MS Power for the streetlights. COMPLETE
9. Grout between donut and water valve boxes. COMPLETE
10. Repair the sewer clean out at lot #4. COMPLETE
11. Repair the infiltration on the SMH at lot #14. COMPLETE
12. Remove all debris from SMH's. COMPLETE
13. Establish vegetation throughout the site. COMPLETE
14. Provide letter to COG Engineering Department regarding ADA ramps being installed with sidewalks. COMPLETE
15. Provide as-built plans, pdf and CAD format. COMPLETE
16. Provide construction cost for all infrastructure (individual line item costs). COMPLETE
17. All required documents are to be certified by the engineer of record. COMPLETE
18. Bring the lift station up to COG Standards.
 - a. Install SCADA System. SYSTEM PAID FOR AND AWAITING INSTALLATION BY MANUFACTURER
 - b. Install stainless steel rail anchors. COMPLETE
 - c. Install stainless steel float balls. COMPLETE
 - d. Remove lifting cables from valve box. COMPLETE
 - e. Grout lifting eyes on the wet well. COMPLETE
 - f. Remove/seal penetrations from the top of the electrical control box and relocate exterior alarm light. COMPLETE
 - g. Install fence. COMPLETE
 - h. Dead front panel required in electrical control box. COMPLETE
 - i. Epoxy coat the wet well with 100% solids epoxy. COMPLETE
 - j. Line upstream SMH with 100% solids epoxy. COMPLETE
 - k. Install Square D starters. COMPLETE
 - l. Install a 2" water service. COMPLETE
 - m. Install security light. INTALLATION TO BE COMPLETED BY OCT 26TH 2017
 - n. Install 3" hole in the top of wet well to the west of the lid. COMPLETE

SIGNED: _____



DATE: _____

10/24/17



BRIDGEWATER BAY SUBDIVISION

VOID



OFFICIAL CHECK

208295

Date: 10/25/17

Branch: 0083

REMITTER: JACQUES PUCHEU/9P HOLDINGS LLC

**PAY
TO THE
ORDER OF**

EXACTLY **10,500 AND 00/100 DOLLARS

\$10,500.00

*****CITY OF GULFPORT*****

Comment:

F. Russell Gey
Summit Bank

⑈0000208295⑈ ⑆065303360⑆ 5000005⑈



OFFICIAL CHECK

208295

10/25/17

DATE:

REMITTER: JACQUES PUCHEU/9P HOLDINGS LLC

BRANCH: 0083
ORIGINATOR: GLENJ
TIME: 10:22:37
CK AMT: \$10,500.00

TO: *****CITY OF GULFPORT*****

NON-NEGOTIABLE

Technical Report

FINAL PLAT

GENERAL INFORMATION

Case File Number: 1710PC122

Hearing Date: October 26, 2017

Current Zoning/Use: R-1-7.5 (Single Family) / Subdivision Infrastructure

Legal: Robert Heinrich, agent for Gary and Mary McCabe, property owner, requests approval for a 13-lot subdivision (Bayou Bend) on the tax parcels 0909I-02-004.000, 0909I-02-009.000, and 0909I-02-009.001 containing approx. 4.3 acres zoned R-1-7.5 (Single Family); located north of Hillcrest Road, adjacent to the north and south of Evans Road, east of Bayou Bernard, and west of Stone Road, in Ward 4.

TECHNICAL DETAILS

The applicant is requesting final approval of the 13-lot subdivision Bayou Bend containing 4.3 acres. Originally, the General Plan was submitted on and approved with conditions by the Planning Commission on September 22nd, 2016. Post approval, the applicant submitted the necessary applications for permitting and addressed the conditions of the Planning Commission thereupon commencing construction of the infrastructure. On August 24th, 2017, Engineering and Public works conducted a final inspection and no deficiencies were noted.

In order to accommodate the Planning Commission's condition of a required 60-foot right-of-way instead of the 45-foot width provided, the subdivision's lot dimensions and their respective areas were altered from those presented to the Planning Commission for approval. After staff review of these changes, the subdivision was found to meet the requirements of City of Gulfport Subdivision regulations.

Any approval should consider these conditions:

1. Plat must be revised to replace the 12.5 Setback represented to a 25-foot setback representation along Evans Road
2. Bearing and distance for east and north boundaries on South Parcel
3. New Point of Beginning labeled on South Parcel
4. A warranty bond in the amount of \$7,000 is required for the period of one(1) year to cover the improvements

Technical Report

FINAL PLAT

8. At the conclusion of the warranty period, the developer is required to notify the city to schedule a warranty inspection. Prior to acceptance for perpetual maintenance all deficiencies shall be corrected

DEPARTMENTAL CONDITIONS

Engineering:

Conditions. Memo dated October 11, 2017.

Plat Revisions:

- Bearing and distance for east and north boundaries on South Parcel
- New Point of Beginning labeled on South Parcel

Public Works:

No conditions. Memo dated October 11, 2017.

Traffic and Safety:

No conditions. Memo dated October 10, 2017.

Building Code Services:

Must meet all of the requirements of the International Residential Codes and City of Gulfport Floodplain Ordinances. Memo dated October 6, 2017.

Police Department:

No conditions. Memo dated October 8, 2017.

Fire Department:

Conditions. Memo dated October 17, 2017.

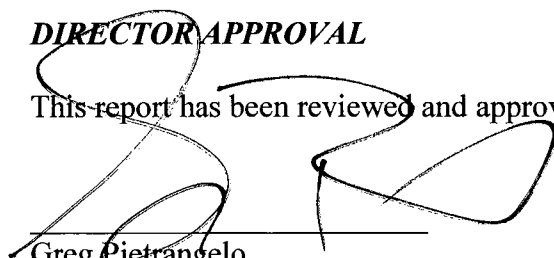
- 2012 IFC Table C105.1 – Add 1 Fire Hydrant 400' W at Evans Road form existing Hydrant
- Maintain 26' W on N/S Bayou Bend Drive(s)
- Min. 96' diameter cul-d-sac N Bayou Bend Drive

G.I.S:

No conditions. Memo dated October 10, 2017.

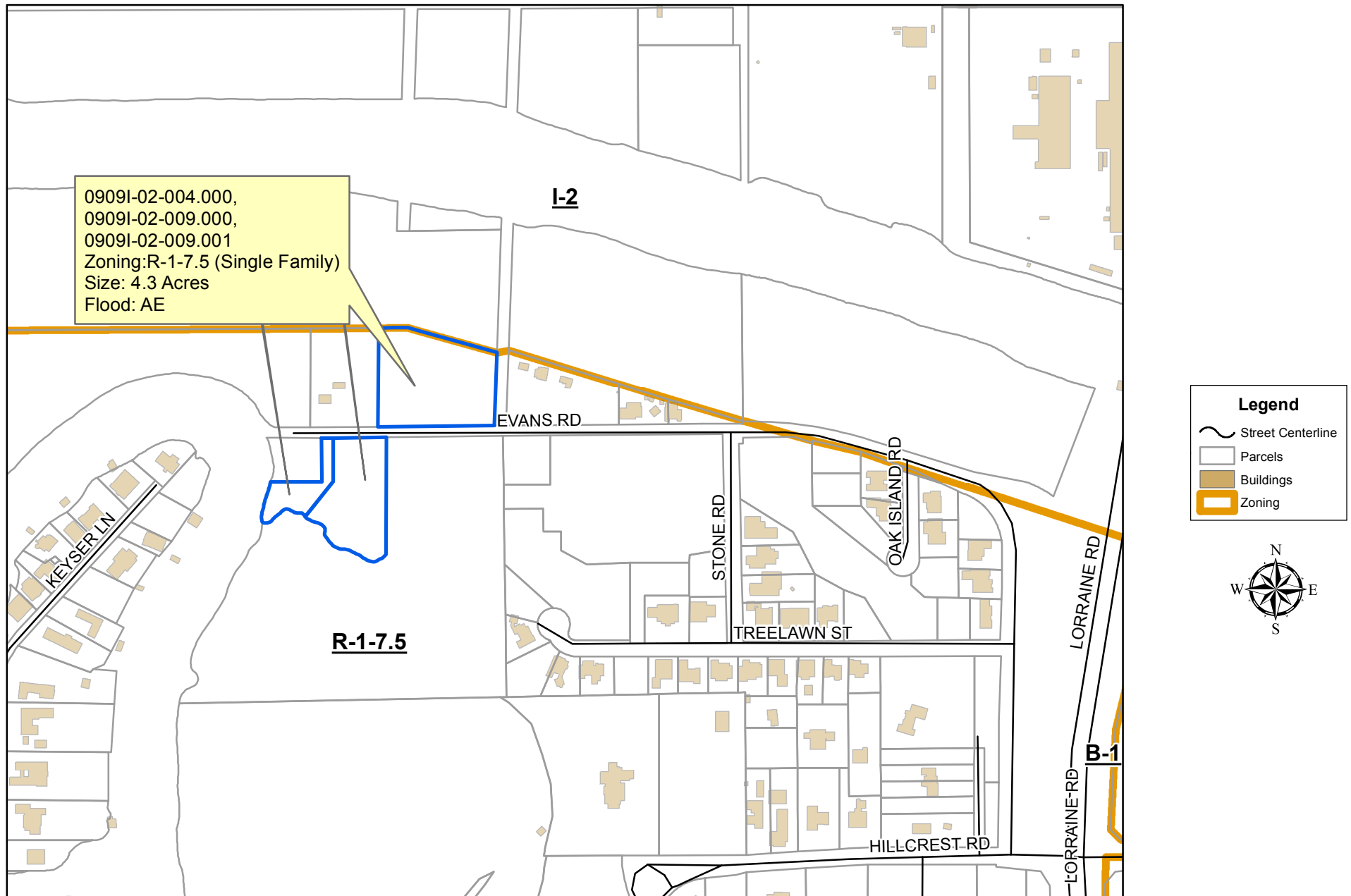
DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo

Director of Urban Development Department

**DATA DISCLAIMER:**

All information that is provided on this map is believed to be correct. However, no liability is assumed by the City of Gulfport for errors in substance or form of any of the materials published on this map. The GIS Division, City of Gulfport, provides the information represented on this map as a service to the community and makes every effort possible to provide quality information. However, no claims, promises, or guarantees about the accuracy, completeness or adequacy of the information contained on this map are expressed or implied.



CITY OF GULFPORT
Urban Development - Planning Division
1410 24th Avenue
Gulfport, MS 39501
(228) 868-5710

APPLICATION FOR FINAL PLAT

Property Information

TAX PARCEL #	0	9	0	9	I	-	0	2	-	0	0	4	•	0	0	0
	0	9	0	9	I	-	0	2	-	0	0	9	•	0	0	0
	0	9	0	9	I	-	0	2	-	0	0	9	•	0	0	1

(If necessary, use separate sheet of paper)

For Staff Use Only

Case File #: 1710PC122Date Received: 9/5/17Receipt #: 8590106Received By: CLZoning: R-1-7.5Ward: 4 Flood: AESize: 4.3 AcresAddress of Property Involved: 9654 & 9593 Evans Rd.

Lot(s) _____, Block(s) _____, Subdivision _____

General Location: End of Evans Road, North of Hillcrest Road, West of Lorraine Road

GENERAL DESCRIPTION OF REQUEST:

Final plat approval for a new 13 lot single family residential subdivision.

OWNERSHIP AND CERTIFICATION:

I hereby certify that I have read and understand this application and that all information and attachments are true and correct. I also certify that I agree to comply with all applicable city codes, ordinances and state laws. Finally, I certify that I am the owner of the property involved in this request or have authorization to act as the owner's agent for the herein described request.

OWNER

AGENT

Gary & Mary McCabe

Printed Name Of Owner

10767 E. Taylor Road

Mailing Address

Gulfport MS 39503

City State Zip code

228-669-4076

Home Phone

Work/Cell Phone

blabro@bce.com

Email

Signature Of Owner

Robert Heinrich w/ Heinrich & Associates, LLC

Printed Name Of Agent

370 Courthouse Road, Ste. 104

Mailing Address

Gulfport MS 39507

City State Zip code

228-896-6768

Home Phone

Work/Cell Phone

bobby.h@heinrichassociates.net

Email

Signature Of Agent

If the property or properties listed above have more than one owner, please check this box. In the case of multiple owners, reverse side must be completed. Each additional owner will need to complete and sign the reverse side of this application. We can only accept applications with original signatures.

☐

SECTIONS A. THROUGH G. MUST BE SUBMITTED FOR A COMPLETE APPLICATION.

This page must be completed if the property or properties involved have more than one owner. All persons listed as owners to the property or properties listed on page one must complete and sign this part of the application.

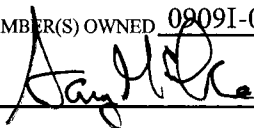
I hereby certify that I have read and understand this application and that all information and attachments are true and correct. I also certify that I agree to comply with all applicable city codes, ordinances and state laws. Finally, I certify that I am the owner of the property involved in this request or authorized to act as the owner's agent for herein described request.

NAME OF OWNER (PRINT) Gary McCabe

ADDRESS (STREET, CITY, STATE, ZIP CODE) 10767 E. Taylor Road, Gulfport, MS 39503

PHONE # (H) 228-669-4076 (W) _____

TAX PARCEL NUMBER(S) OWNED 0909I-02-004.000, 0909I-02-009.000, 0909I-02-009.001

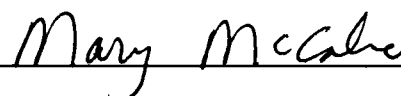
SIGNATURE: 

NAME OF OWNER (PRINT) Mary McCabe

ADDRESS (STREET, CITY, STATE, ZIP CODE) 10767 E. Taylor Road, Gulfport, MS 39503

PHONE # (H) 228-669-4076 (W) _____

TAX PARCEL NUMBER(S) OWNED 0909I-02-004.000, 0909I-02-009.000, 0909I-02-009.001

SIGNATURE: 

NAME OF OWNER (PRINT) _____

ADDRESS (STREET, CITY, STATE, ZIP CODE) _____

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

(Use additional forms as needed)

IN CASES OF MULTIPLE APPLICANTS, PLEASE IDENTIFY THE PERSON WHO WILL BE ACTING AS YOUR SPOKES

PERSON/AGENT FOR YOU: Robert Heinrich

BAYOU BEND SUBDIVISION

SITUATED IN SECTION 24, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI

OVERALL SURVEY DESCRIPTION:

A PARCEL OF LAND SITUATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BEING BASED ON STATE PLANE GRID NORTH:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24; THENCE S89°10'11"E 208.26' TO A CONCRETE MONUMENT FOUND AT THE POINT OF BEGINNING, SAID POINT LYING ON THE NORTH MARGIN OF EVANS ROAD; THENCE N00°44'56"E 339.93' TO AN IRON ROD SET; THENCE EAST 370.36'; THENCE S02°26'37"W 345.34' TO AN IRON ROD FOUND ON THE NORTH MARGIN OF EVANS ROAD; THENCE ALONG SAID NORTH MARGIN OF EVANS ROAD, N89°11'07"W 360.12' TO THE POINT OF BEGINNING, CONTAINING 2.872 ACRES,

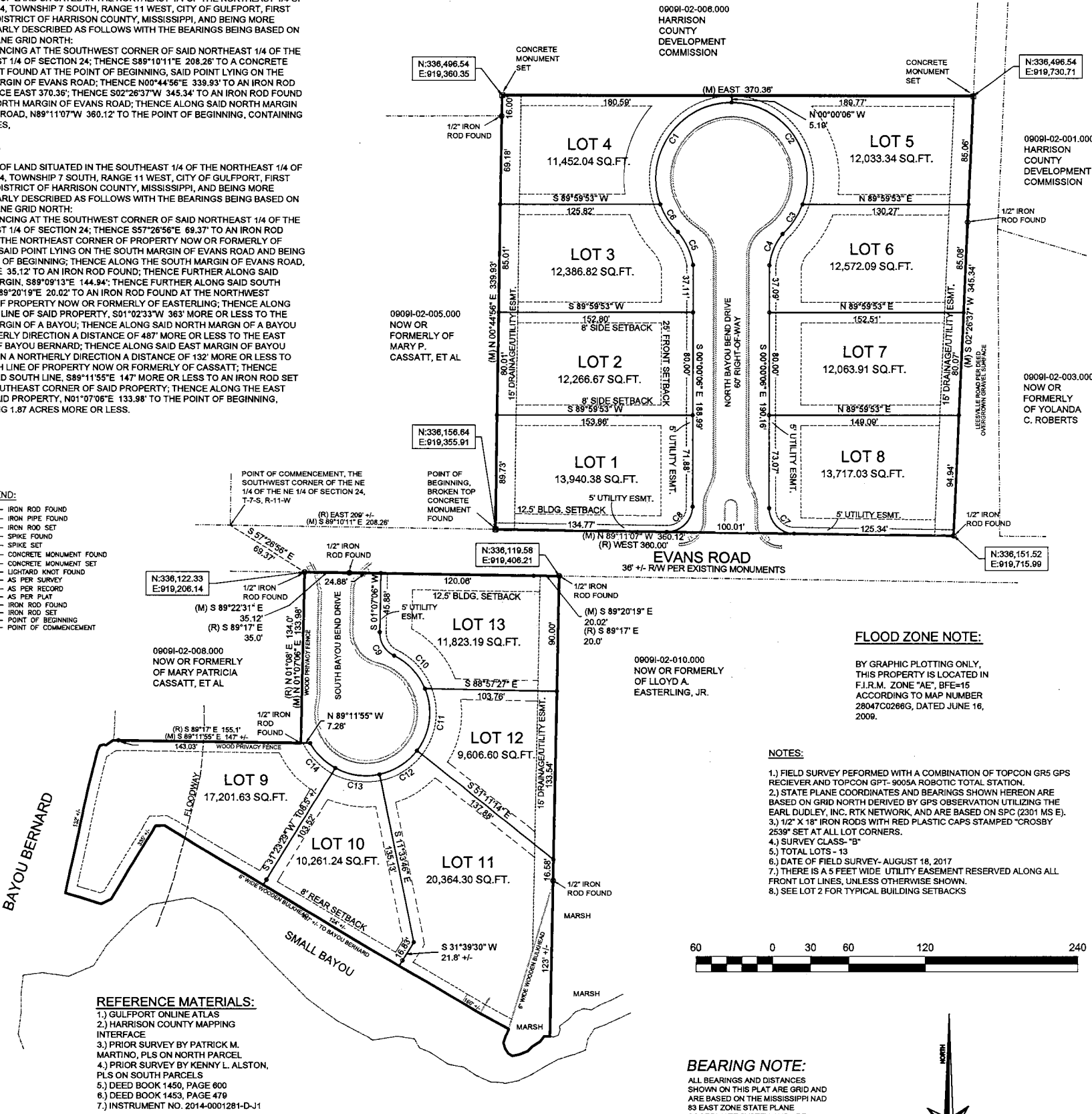
AND ALSO,

A PARCEL OF LAND SITUATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BEING BASED ON STATE PLANE GRID NORTH:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24; THENCE S57°26'56"E 69.37' TO AN IRON ROD FOUND AT THE NORTHEAST CORNER OF PROPERTY NOW OR FORMERLY OF CASSATT, SAID POINT LYING ON THE SOUTH MARGIN OF EVANS ROAD AND BEING THE POINT OF BEGINNING; THENCE ALONG THE SOUTH MARGIN OF EVANS ROAD, S89°22'31"E 35.12' TO AN IRON ROD FOUND; THENCE FURTHER ALONG SAID SOUTH MARGIN, S89°09'13"E 144.94'; THENCE FURTHER ALONG SAID SOUTH MARGIN, S89°20'19"E 20.02' TO AN IRON ROD FOUND AT THE NORTHWEST CORNER OF PROPERTY NOW OR FORMERLY OF EASTERLING; THENCE ALONG THE WEST LINE OF SAID PROPERTY, S01°02'33"W 363' MORE OR LESS TO THE NORTH MARGIN OF A BAYOU; THENCE ALONG SAID NORTH MARGIN OF A BAYOU IN A WESTERLY DIRECTION A DISTANCE OF 487' MORE OR LESS TO THE EAST MARGIN OF BAYOU BERNARD; THENCE ALONG SAID EAST MARGIN OF BAYOU BERNARD IN A NORTHERLY DIRECTION A DISTANCE OF 132' MORE OR LESS TO THE SOUTH LINE OF PROPERTY NOW OR FORMERLY OF CASSATT; THENCE ALONG SAID SOUTH LINE, S89°11'55"E 147' MORE OR LESS TO AN IRON ROD SET AT THE SOUTHEAST CORNER OF SAID PROPERTY; THENCE ALONG THE EAST LINE OF SAID PROPERTY, N01°07'06"E 133.98' TO THE POINT OF BEGINNING, CONTAINING 1.87 ACRES MORE OR LESS.

LEGEND:

- IRON ROD FOUND
- IRON PIPE FOUND
- IRON ROD SET
- △ SPIKE FOUND
- △ SPIKE SET
- ⊠ CONCRETE MONUMENT FOUND
- ⊠ CONCRETE MONUMENT SET
- ⊠ LIGHTARD KNOT FOUND
- APS --- AS PER SURVEY
- APR --- AS PER RECORD
- APP --- AS PER PLAT
- IRF --- IRON ROD FOUND
- IRS --- IRON ROD SET
- P.O.B. --- POINT OF BEGINNING
- P.O.C. --- POINT OF COMMENCEMENT



REFERENCE MATERIALS:

- 1) GULFPORT ONLINE ATLAS
- 2) HARRISON COUNTY MAPPING INTERFACE
- 3) PRIOR SURVEY BY PATRICK M. MARTINO, PLS ON NORTH PARCEL
- 4) PRIOR SURVEY BY KENNY L. ALSTON, PLS ON SOUTH PARCELS
- 5) DEED BOOK 1450, PAGE 600
- 6) DEED BOOK 1453, PAGE 479
- 7) INSTRUMENT NO. 2014-0001281-D-J1

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	59.50'	114.37'	97.56'	N 34°55'36" E
C2	59.50'	114.38'	97.56'	N 34°56'02" W
C3	59.50'	28.28'	28.01'	S 33°45'12" W
C4	47.74'	27.04'	26.68'	N 22°42'11" E
C5	54.20'	29.25'	28.89'	N 24°38'12" W
C6	59.50'	25.87'	25.66'	S 32°35'46" E
C7	20.00'	31.13'	28.08'	N 44°35'37" W
C8	20.00'	31.70'	28.49'	N 45°24'23" E
C9	20.00'	22.75'	21.54'	N 31°28'08" W
C10	50.00'	36.30'	35.51'	N 43°15'22" W
C11	49.89'	51.64'	49.37'	S 07°07'37" W
C12	49.95'	35.71'	34.95'	N 57°23'55" E
C13	49.04'	35.74'	34.96'	S 82°01'50" E
C14	50.00'	28.38'	28.00'	S 45°04'49" E

ZONING INFORMATION:

THIS PARCEL OF LAND IS ZONED R-1-7.5. REFER TO CITY OF GULFPORT LAND DEVELOPMENT MUNICOD.

BEARING NOTE:

ALL BEARINGS AND DISTANCES SHOWN ON THIS PLAT ARE GRID AND ARE BASED ON THE MISSISSIPPI NAD 83 EAST ZONE STATE PLANE COORDINATE SYSTEM AND ARE DERIVED FROM A GLOBAL POSITIONING SYSTEM OBSERVATION UTILIZING THE EARL DUDLEY, INC. RTK NETWORK



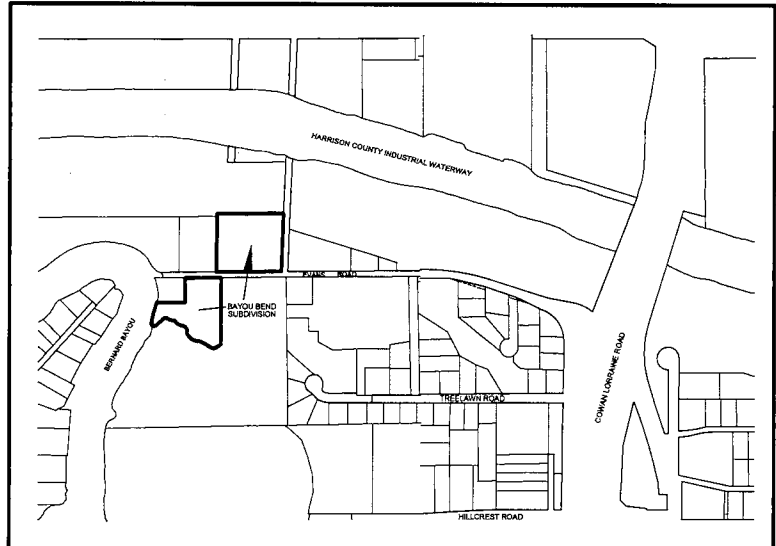
CROSBY SURVEYING

PROFESSIONAL LAND SURVEYING
716 LIVE OAK DRIVE
BILOXI, MISSISSIPPI 39532
PHONE: 228-234-1849

EMAIL: cliffordcrosby@cableone.net

BAYOU BEND SUBDIVISION

SITUATED IN SECTION 24, TOWNSHIP 7
SOUTH, RANGE 11 WEST, CITY OF
GULFPORT, FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI



VICINITY MAP
NOT TO SCALE

OWNER'S CERTIFICATE AND DEDICATION

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF RECORD OF THE LAND SHOWN ON THIS PLAT AND DECLARES THIS TO BE A CORRECT PLAT OF BAYOU BEND SUBDIVISION AND THAT SAID OWNER HEREBY DEDICATES THE RIGHTS-OF-WAY, UTILITIES AND EASEMENTS UNTO THE CITY OF GULFPORT, HARRISON COUNTY FOR PUBLIC USE FOREVER.

WITNESS MY SIGNATURE ON THIS _____ DAY OF _____, 2017.

MCCABE LAND MANAGEMENT, LLC BY IT'S MANAGING MEMBER GARY MCCABE

BY: GARY MCCABE
MANAGING MEMBER

ACKNOWLEDGMENT

STATE OF MISSISSIPPI, COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the _____ day of _____, 2017, within my jurisdiction, the within named Gary McCabe, who acknowledged to me that he is managing member of McCabe Land Management, LLC, a limited liability company, and that for and on behalf of said corporation as member of said limited liability company, and as the act and deed of said corporation as member of said limited liability company, he executed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation and said limited liability company so to do.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2017.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

PLANNING COMMISSION APPROVAL

THIS SUBDIVISION HAS BEEN SUBMITTED TO AND APPROVED BY THE GULFPORT CITY PLANNING COMMISSION ON THE _____ DAY OF _____, 2017.

KEITH WILLIAMS, PLANNING COMMISSION CHAIRMAN

CITY ENGINEER'S CERTIFICATE OF APPROVAL

ALL IMPROVEMENTS HAVE BEEN INSTALLED IN ACCORD WITH THE REQUIREMENTS OF THESE REGULATIONS AND WITH THE ACTION OF THE PLANNING COMMISSION IN GIVING TENTATIVE APPROVAL OF THE GENERAL SUBDIVISION PLAN.

THE CITY ENGINEER IS HEREBY GIVEN ON THIS _____ DAY OF _____, 2017.

ROBERT K. RIEMANN, P.E.
CITY ENGINEER

CERTIFICATE OF APPROVAL AND ACCEPTANCE

THIS SUBDIVISION PLAT HAS BEEN SUBMITTED TO AND APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI BY ORDER DULY ADOPTED ON THE _____ DAY OF _____, 2017, AND ENTERED IN THE OFFICIAL MINUTES OF THE CITY OF GULFPORT IN MINUTE BOOK NO.: _____ PAGES

CITY OF GULFPORT

BY: _____ DATE OF EXECUTION
BILLY HEWES, MAYOR

BY: _____ DATE OF EXECUTION
MUNICIPAL CLERK

CERTIFICATE OF COMPARISON

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE HAVE COMPARED THIS DUPLICATE PLAT OF BAYOU BEND SUBDIVISION WITH THE ORIGINAL PLAT HEREOF AND FIND THE SAME TO BE AN EXACT COPY THEREFORE.

WITNESS OUR SIGNATURES ON THIS _____ DAY OF _____, 2017.

DEPUTY CLERK

CLIFFORD A. CROSBY, P.L.S. NO. 2539

RECORDING CERTIFICATE

FILED AND RECORDED IN DUPLICATE ON THIS _____ DAY OF _____, 2017, IN THE RECORD OF PLATS OF HARRISON COUNTY, MISSISSIPPI IN PLAT BOOK _____, ON PAGE _____.

JOHN MCADAMS, CHANCERY CLERK

BY: _____ D.C.

SURVEYOR'S CERTIFICATE

I, CLIFFORD A. CROSBY, A REGISTERED PROFESSIONAL LAND SURVEYOR IN AND FOR THE STATE OF MISSISSIPPI, DO HEREBY CERTIFY THAT THE FOREGOING PLAT AND DESCRIPTION ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

WITNESS MY SIGNATURE ON THIS _____ DAY OF _____, 2017.

CLIFFORD A. CROSBY, P.L.S. NO. 2539



CROSBY SURVEYING
PROFESSIONAL LAND SURVEYING
718 LIVE OAK DRIVE
BILOXI, MISSISSIPPI 39532
PHONE: 228-234-1849

EMAIL: cliffordcrosby@cableone.net

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
BAYOU BEND SUBDIVISION
CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI

This Declaration of Covenants, Conditions and Restrictions is made on the ___ day of _____, 2016, A.D., by Gary McCabe (hereinafter call "Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property situated in City of Gulfport, Mississippi, more particularly described on Exhibit "A" attached hereto; and

WHEREAS, Declarant desired to create and develop thereon a residential community with designated common areas for the benefit of the community, (hereinafter referred to as the "Property"); and

NOW, THEREFORE, Declarant; hereby declares that all the properties described above shall be held, sold and conveyed subject to the platted subdivision and the following restrictions, covenants and conditions are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having and right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

1. RESIDENTIAL: All lots in Bayou Bend Subdivision as shown on the official map or plat thereof on file in the office of the Chancery Clerk of Harrison County, Mississippi, shall be known, used, and described as one and two story residential lots.

2. MINIMUM SQUARE FOOTAGE: No residence, built, placed or maintained on any lot, shall contain less than two thousand (2,300) square feet of living heated floor space, exclusive of porches, terraces, garages, patios and courts, unless otherwise approved by Architectural Review Committee.

3. LOT SIZE: No residence shall be constructed in the subdivision on a less quantity of ground than the whole of one entire lot, as shown by the official plat of said subdivision; This Restriction shall also strictly prevent any person from combining two or more said lots, as shown by the official plat of said subdivisions, into a single building site for one residence or dwelling house.

4. SETBACKS: For any and all residences constructed, erected, placed and maintained on each and every lot located in the subdivision the Architectural Review Committee shall establish the location, position and placing of the residence on the LOT. All construction shall be in compliance with the city zoning requirement.

5. REQUIREMENTS FOR DWELLING: In addition to all approvals required pursuant to Paragraph 9 herein, no residence shall be constructed, built or placed on any lot in the subdivision unless the Architectural Review Committee shall have approved the exterior appearances and color of the residence, including, but not limited to, brand, style and color of roofing shingle, roof pitch, color of all exterior walls and brick, surfaces and material of all exterior walls, the material composition and the location of all driveways and sidewalks; trim and exterior wall surface paint colors, stucco colors, composition of exposed exterior steps; location and appearance of drainage culverts and retaining walls, all landscaping, exterior

lighting, location and material for all mailboxes and mailbox posts; and location and material types for all fences. The Architectural Review Committee established herein shall establish and publish approved building materials, colors and specifications for all exterior materials and colors.

6. CREATION, MEMBERSHIP AND VOTING RIGHT IN THE ASSOCIATION: Declarant will as its discretion relinquish responsibility for maintenance of common area and cause to be formed a non-profit corporation called Bayou Bend Homeowners Association as hereafter set forth:

Section 1. Creation: All owners of records, as that term is herein defined, shall be a member of the Bayou Bend Home Association (hereinafter "Association"). Said Association shall be governed by three (3) directors, who serve for a term of three (3) years, and who are elected by the owners of record. The Board of Directors shall perform the duties and responsibilities as set for herein, in addition to any other duties and owners which said Association members shall determine or as set for in the By Laws of the Association.

Section 2. Membership: The members of the Association shall be and consist of each and all of the following, to-wit:

(a) Every person who is, or who hereafter becomes, an owner of record of the fee title to a Lot. The expression "owner of record of the fee title to a Lot" shall include a contract seller of any such Lot, but shall not include any person who owns such title solely as security for the performance of an obligation of payment of a debt.

(b) The Association shall have two classes of voting membership:

Class A: Class A members shall be all members with exception of Declarant. Class A members shall be entitled to one vote for each Lot owned. When more than one person or entity holds an interest or interests in any Lot, all such persons or entities shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such lot.

Class B: Class B member(s) shall be the Declarant. The Class B member(s) shall be entitled to four (4) votes for each Lot owned except as restricted under Section 3 hereof. When the total votes outstanding in the Class A membership equals the votes outstanding in the Class B membership, then the Class B membership shall cease and be converted into Class A membership.

Section 3. Voting Rights: Each member shall have one vote in the election of each officer of the Association. For all other purposes, the voting rights of the members shall be by class of membership, and shall be as follows, to-wit:

(a) Class A Members: Each person, other than person herein defined as "Declarant", who is or who hereafter becomes the Owner of a Lot shall be a Class A member of the Association. Class A members shall be entitled to one vote for each Lot owned.

(b) Class B Members: Each of the persons herein defined as "Declarant", and the nominee or nominees, in any, of each such person, shall be Class B members of the Association. Class B members shall be entitled to four (4) votes for each Lot owned.

Section 4. Memberships Appurtenant to Real Property: In every case, the membership of both Class A and Class B members shall be an appurtenant to the ownership of a

Lot. A membership shall not be held, assigned, transferred, pledged, hypothecated, encumbered, conveyed or alienated in any manner except in conjunction with and as an appurtenance to the ownership, assignment, transfer, pledge, hypothecation, encumbrance, conveyance, or alienation of the Lot to which the membership is appurtenant.

7. CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS:

(a) Creation of the Lien and Personal Obligation of Assessments: The Declarant or developer of each lot owned within the property, hereby covenants, and each owner of each lot by acceptance of a deed therefore whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected for and as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner for such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Both annual and special assessments must be fixed at a rate for all lots and may be elected monthly. Class B Members shall be exempted from assessments on lots Declarant owns until eighty (80%) of lots are sold, thereafter, Declarant shall be responsible for payment of assessments according to the terms of this paragraph.

(b) Payments and purpose of Assessments: Each person, group of persons, corporation partnership, trust or other legal entity, or any combination thereof, who becomes a record owner of the lot, where or not it shall be so expressed in the act of sale, contract to sell or other conveyance, shall be deemed to covenant and agree to pay the Association, in advance, a monthly sum (herein elsewhere sometimes referred to as "assessments" or "carrying charges") equal to one-twelfth (1/12th) of the members proportionate share of the sum required but the Association as estimated by its Board of Directors, to meet its annual expenses, including, but in no way limited to the following:

(i) The cost of all operating expenses of the common areas and including charges by the Association for services furnished by it;

(ii) The amount of all taxes and assessments levied against the Association or upon any property which it may own or which it is otherwise required to pay, if any;

(iii) The cost of general or comprehensive public liability insurance on the common areas and the cost of such other insurance as the Association may effect;

(iv) The cost of maintenance, replacing, repairing and landscaping the common areas of Bayou Bend Subdivision without limitation.

(v) The cost of funding all reserves established by the Association, including, when appropriate a general operating reserve and/or a reserve for replacements.

The Board of Directors shall determine the amount of the assessment annually. Upon resolution of the Board of Directors, installments of annual assessments may be levied and collected on a quarterly, semi-annual basis rather than on the monthly basis hereinabove provided for. Any Class A member may prepay one or more installments of any annual assessment levied by the Association, without premium or penalty.

The Board of Directors of the Association shall make reasonable efforts to fix the amount of the assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the lots and assessments applicable thereto which shall be kept in the office of the Secretary of the Association and shall be open to inspection by any owner upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to the members. The omission of the Board of Directors, before the expiration of any assessment period, to fix assessments hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article, or a release of any member from the obligation to pay the assessment, or any installment thereof, for that or any subsequent assessment period, but the assessment fixed for the preceding period shall continue until a new assessment is fixed. No member may exempt himself from liability for assessments or carrying charges by a waiver or the use of enjoyment of any of the common areas or by abandonment of any lot belonging to him.

(c) Non-payment assessment: Any assessment levied pursuant to this Act of Dedication, or any installment thereof, which is not paid on the date when due shall be delinquent. The personal obligation of the member, to pay such assessment shall remain his personal obligation and a suit to recover a money judgment for nonpayment of any assessment levied pursuant to this Act of Dedication, or any installment thereof, may be maintained by the Association.

Any assessment levied pursuant to this Act of Dedication or any installment thereof, which is not paid within thirty (30) days after it is due, shall bear interest at the rate or eight percent (8%) per annum.

The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property provide, however, that the Association shall not be required to pursue either remedy and that all decision are within the sole discretion to the Association. No owner may waive or otherwise escape the liability for the assessments provide for herein by non-use of the Common Areas or by abandonment of his lot. The Association shall notify the holder of the first mortgage on any lot for which any assessment of the Act of Dedication becomes delinquent for a period in excess of sixty (60) days and in any other case where the owner of such lot is in default with respect to the performance of any other obligation hereunder for a period of sixty (60) days but any failure to give such notice shall not affect the validity of any assessment levied or to be levied pursuant to this Act of Dedication.

The Board of Directors may post a list of members who are delinquent in the payment of any assessment or other fees which may be due the Association, including any installment thereof which becomes delinquent in any prominent location within the community.

(d) Assessment Certificates: The Association shall upon demand at any time furnish to any member liable for any assessment levied pursuant to this Act of Dedication (or any third party legitimately interested in the same) as certificate in writing signed by an officer of the Association, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificates shall be conclusive evidence of the payment of any assessment therein stated to

have been paid. A charge shall not exceed Twenty Dollars (\$20.00) and may be levied in advance by the Association for each certificate delivered.

(e) Subordination of the Lien to Mortgages: The lien of the assessments provided for erring shall be subordinated to the lien of any recorded first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or trade of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to the payment which becomes due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

8. ARCHITECHURAL COMMITTEE: There shall be an Architectural Review Committee composed of the Declarant and/or the heirs, successors, assigns or other entities appointed by the Declarant.

9. INSURANCE:

(a) Each owner shall keep his residence insured at all times for its full replacement value against loss due to fire, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, smoke and any other hazards that may be covered under standard extended coverage provisions, and shall furnish the Association proof of such coverage. In every case of a loss due to these hazards, each owner shall promptly repair or rebuild his lot from the insurance proceeds. Repair or reconstruction of the improvements as used herein shall mean restoring the improvements to substantially the same condition which existed prior to the damage. Each owner's fire insurance policy shall contain a waiver of subrogation clause; and each owner shall furnish the Association with a copy of his policy. Each owner does, by his acceptance of a deed, irrevocably constitute and appoint the Association his true and lawful attorney, in his name, place and stead for the purpose of accomplishing a repair or reconstruction or the improvements in the event the owner fails or refuses to carry out any of the provisions contained herein. If insurance proceeds are insufficient to cover the cost of the reconstruction, the Association may pay the excess and the cost thereof shall become a post of the assessment to which lot is subject.

(b) Each owner shall be responsible at his own expense and cost for his own personal insurance on the contents of his own residence, carport, or parking space, including decorations, furnishings and personal property therein, and his personal property stored elsewhere on the property; and for his personal liability not covered by liability insurance for all owners obtained as a part of the common expense.

10. ANTENNAS: No television or other electronic receiving or transmitting device shall be located or placed in or upon any parcel with the exception of such devices as shall be fully contained and enclosed with a dwelling located upon a particular parcel. Without limiting the general provisions hereof, this provision is specifically intended to prohibit the installation of what are commonly referred to as "Satellite Dishes" and any shortwave or other transmitting devices which interfere with the television or other electronic receptions of the neighbors. Each property shall provide a screened area to serve as a service yard in which garbage receptacle, fuel tanks, or other similar storage receptacle, electric and gas meters, air conditioning equipment,

clothes lines, and other unsightly objects must be placed or stored in order to conceal them from the view of the road and adjacent properties.

11. FENCES: No fences shall be erected in the subdivision without prior approval of the Architectural Review Committee

12. PETS: No animals, livestock, poultry of any kind shall be raised, bred, kept, staked or pastured on any lot or in the common areas, except dogs, cats, birds, or other household pets, which shall be kept and maintained in accordance with the rules and regulations adopted from time to time by the Board of Directors. No pets are to be allowed to roam freely within the subdivision.

13. SIGNS: Except as may be required by legal proceedings, no signs, advertising or ornaments of any kind shall be maintained or permitted within the window, on the exterior of any window, or any portion of the property by anyone, including, but not limited to, the property owner, realtor, contractor, or subcontractor, without the express written permission of the Architectural Review Committee. The approval of any signs and posters without limitation, name and address signs, shall be upon such conditions as may be from time to time determined by the Architectural committee and may be arbitrarily withheld. If any such sign or advertising device is approved, it shall only contain one name, and/or one number, not exceeding one hundred twenty (120) square inches, and if for sale purposes, such sign shall not exceed six (6) feet in area, and shall be subject to the right of the Architectural Committee to restrict color and content.

14. OTHER BUILDINGS AND VEHICLES: No tent, trailer, barn or any similar outbuilding or structure shall be placed on any lot or on any other areas at any time, either temporarily or permanently, without prior approval from the Architectural Review Committee. No mobile home, tractor, boats, trailer or RV vehicle shall be placed on any lot or on subdivision streets, either temporarily or permanently. Each owner shall provide for parking for at least two (2) automobiles per owner for each dwelling owned or maintained by such owner.

15. VARIANCES: The undersigned Declarant reserves the right to make minor changes or alterations in these Restriction and Covenants and to waive minor violations of the same. No private or public nuisance may be created or maintained upon any of any said lots. All construction taking place upon subject property shall be completed within seven (7) months from starting date.

16. ENFORCEMENT: If the owner or claimant of any of said lots shall violate or attempt to violate any of the conditions, restrictions or covenants herein contain, then in such event any other person or persons owning any other of said lots or portion thereof or interest therein may institute and prosecute any appropriate proceeding or proceedings either at law or equity for the purposes of enjoining any such violation or attempted violation and/or damages therefore, but there shall be no forfeiture or reversion of title because of any such violation or attempted violation of any said Condition, Restriction or Covenants.

17. SEVERABILITY: If one or more of the Covenants or Restrictions herein contained shall be held by any court of competent jurisdiction to be invalid for any reason, any such holding shall not affect the validity and effectiveness of the other Conditions, Restriction and Covenants herein contained.

18. TERM: The Restrictive Covenants shall run with the land and the title thereto and shall be binding upon all properties owned and/or claiming out of them by purchase, inheritance or otherwise, for a period of thirty (30) years from the date which they are executed, and upon expiration of said thirty (30) year period, the Covenants shall automatically be extended for additional terms of ten (10) years each.

19. AMENDMENTS, VOTING RIGHTS AND TERMINATION: These Building restrictions and Protective Covenants may be amended from time to time by a written document signed, acknowledged and recorded, which reflects the affirmative vote in favor of the amendment by eighty percent (80%) of the lot owners, and in each case, such amendments shall be evidenced by a document in writing, bearing each of their signatures. All amendments, if any, shall be recorded in the office of the Chancery Clerk of Harrison County, Mississippi.

WITNESS THE SIGNATURES of the Declarant on this the _____ day of _____, A.D., 2016.

By: _____
Gary McCabe

“Exhibit A”

Legal Description:

(refer to recording plat for legal description)

DRAFT

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this ____ day of 2016, A.D., within my jurisdiction, the within named Gary McCabe, executed that above and forgoing instrument.

GIVEN UNDER MY HAND AND SEAL of office this ____ day of _____, 2016.

NOTARY PUBLIC

MY COMMISION EXPIRES:
_____.

DRAFT



IRREVOCABLE STANDBY LETTER OF CREDIT NO. 3917118

Issued Date:
(October 26, 2017)

Expiry Date:
(October 26, 2018)

Beneficiary:
City of Gulfport
P.O. Box 1780
Gulfport, MS 39502

Applicant:
Prestige Properties, Inc.
P.O. Box 6816
Gulfport, MS 39506

Amount: \$7,000.00 (Seven Thousand Dollars and 0/100)

Place of Expiry: At the counter of Community Bank, Coast
12036 Hwy 49

Gulfport, MS 39503

We hereby issue our Irrevocable Standby Letter of Credit No. 3917118 in your favor which is available by your DRAFTS AT SIGHT drawn on Community Bank, Coast 12036 Hwy 49, Gulfport, MS 39503, Letter of Credit No 3917118 and accompanied by the following documents:

- A signed and dated statement from the City of Gulfport certifying violation of agreement by Prestige Properties, Inc.
- The original of this Letter of Credit

This letter of credit shall be valid until (one year from today's date), and shall thereafter be automatically renewed for successive one year periods upon the anniversary of its issue unless, at least thirty (30) days prior to such anniversary date, we notify you in writing by Registered Mail that we elect not to renew this credit.

We hereby engage with drawers and/or bonafide holders that drafts drawn under and in compliance with the terms of this credit will be duly honored on presentation and delivery of documents specified.

Except as otherwise expressly stated herein, this credit is subject to International Standby Practices "ISP98" of the International Chamber of Commerce Publication No. 590.

Sincerely,
Community Bank, Coast

By: Marshall Eleuterius
Executive Vice President

12036 Highway 49
Gulfport, MS 39503
PH 228-539-8985
Fax 228-314-7756



URBAN DEVELOPMENT
PLANNING DIVISION

October 6, 2017

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5710
Fax: 228-868-5708

Gary and Mary McCabe (Owner)
10767 E. Taylor Road
Gulfport, MS 39503

Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

RE: Final Plat 1710PC122: Robert Heinrich, agent for Gary and Mary McCabe, property owner, requests the 13-lot Bayou Bend subdivision on the tax parcels 0909I-02-004.000, 0909I-02-009.000, 0909I-02-009.001 zoned R-1-7.5(Single Family): located north of Hillcrest Road, adjacent to the north and south of Evans Street, east of Bayou Bernard, and west of Stone Road, in Ward 4.

To Whom It May Concern:

The purpose of this letter is to inform you of the above referenced application. A map showing the general location of the property involved is on the back of this letter.

The City of Gulfport Planning Commission will hold a public hearing to consider the above request at 4:30 p.m. on **Thursday, October 26, 2017**, in the Council Chambers at the Gulfport City Hall, located at 2309 15th Street.

It is your option whether or not to appear personally or speak for or against the request at the scheduled hearing. If you are unable to attend the public hearing you may submit your opinion in writing and request that it be read into the public record. If you desire, it is also your choice to be represented by an agent or attorney. Adjacent property owners will not be provided any further correspondence on the matter unless an appeal is filed but may, as stated above, contact this office for additional information.

Any interested party that may feel aggrieved by the Planning Commission's decision may confirm by filing a written notice of appeal within fifteen (15) calendar days after the date of the Planning Commission hearing. The notice of appeal and reasons for objecting to the decision should be stated in writing and filed with the Department of Urban Development-Planning Division. This notice of appeal shall be forwarded as part of the record with the record and decision from the Planning Commission to the Mayor and City Council. The City Council shall make a final decision based upon the record as submitted. No new evidence may be presented at the meeting. A filing fee for an appeal will apply. Please contact the Planning Division office for further details on the appeal process.

If you have any questions or comments, please contact this office at (228) 868-5710.

Sincerely,


Thomas S. Lane
Planner II

CC: Agent, Adjacent Property Owners (You have been identified as owning property within 160 feet of this request)

PARCEL_ID 122	NAME	ADDRESS_1	CITY	STATE	ZIP
	Gary and Mary McCabe (Owner)	10767 E. Taylor Road	Gulfport	MS	39503
	Robert Heinrich of Heinrich & Asc. LLC (Agent)	370 Courthouse Rd ste 104	Gulfport	MS	39507
	Adjacent Property Owner				
0909I-03-004.000	BARKLEY JARE L SR & MARY ANNE	#21 KEYSER LN	GULFPORT	MS	39507
0909I-02-005.000	CASSATT MARY P ET AL	12202 TIFFANY LANE	BILOXI	MS	39532
0909I-02-007.000	CJJ RESIDUARY LLC	12 RIVERSBEND DR	GULFPORT	MS	39507
0909I-02-010.000	EASTERLING LLOYD A JR	P O BOX 178	GULFPORT	MS	39501
0909I-03-003.000	ESTES CHRISTOPHER N & LAURIE R	23 KEYSER LN	GULFPORT	MS	39507
0909I-03-027.000	FERNANDES LACTANCIO & GALLACE H	P O BOX 6418	GULFPORT	MS	39506
0909I-02-001.000	HARRISON CO DEV COMM	12281 INTRAPLEX PARKWAY	GULFPORT	MS	39502
0909I-03-025.000	HIATT WARREN A JR & MERIDITH	18 KEYSER LN	GULFPORT	MS	39507
0909I-02-009.000	MCCABE GARY A & MARY F	P O BOX 6816	GULFPORT	MS	39506
0909I-03-001.000	MILLER JAMES E & DIANE M	58 MALLARD LN	DADEVILLE	AL	36853
0909I-03-026.000	O'NEAL DANIEL L & CONNIE B	24 KEYSER LN	GULFPORT	MS	39507
0909I-02-003.000	ROBERTS YOLANDA C	9536 EVANS RD	GULFPORT	MS	39503
0909I-03-002.000	SAFLEY WILLIAM L & BRENDA LOU R-TRUSTEES-	11078 CHANNELSIDE DRIVE	GULFPORT	MS	39503
0909I-02-011.001	YELVERTON TRACY G	9347 EVANS RD	GULFPORT	MS	39503



**DEPARTMENT OF
ENGINEERING**

4050 Hewes Ave.
Gulfport, MS 39507-3903
Phone: 228-868-5740
Fax: 228-868-5822

October 11, 2017

Mr. Cory Long
Urban Development Planning Division
Post Office Box 1780
1410 24th Avenue, Room 206
Gulfport, MS 39502
Telephone (228) 868-5710
Fax (228) 868-5708
Email: rlong@gulfport-ms.gov

Re: Bayou Bend Subdivision

Dear Mr. Long:

On August 24, 2017 Engineering and Public Works conducted a final inspection of the referenced subdivision, and no deficiencies were noted.

A warranty bond in the amount of \$7,000.00 is required for the period of one (1) year to cover the improvements.

At the conclusion of the warranty period, the developer is required to notify the city to schedule a warranty inspection. Prior to acceptance for perpetual maintenance all deficiencies shall be corrected.

We recommend acceptance of the subdivision and the start of the one year warranty period based on the above conditions.

If you have any questions or concerns, please feel free to contact me.

Respectfully,

Jeremy Harrison, E.I.
Assistant City Engineer
City of Gulfport

Cc: Kris Riemann, P.E., Director of Engineering
Wayne Miller, P.E., Director of Public Works
Greg Pietrangelo, Director of Urban Development

Attachments: 1. Engineering Inspection Report
2. Map



**DEPARTMENT OF
ENGINEERING**

4050 Hewes Ave.
Gulfport, MS 39507-3903
Phone: 228-868-5740
Fax: 228-868-5822

SUBDIVISION INSPECTION CHECKLIST

SUBDIVISION:	Bayou Bend Subdivision
TYPE OF INSPECTION:	Final Inspection
DATE:	August 24, 2017
PERSONS PRESENT:	Tyler Gentry, Department of Engineering Jeremy Harrison, Department of Engineering John Thomas, Department of Public Works Joe Johnson, Department of Public Works Brian Mcknight, Department of Public Works Freddie Fountain, Heinrich and Associates Gary McCabe, McCabe Contracting

CHECKLIST ITEMS

STREETS & DRAINAGE:

- | | | | |
|--|--|---|--|
| 1. Is debris/silt and vegetation in streets, curbs, pipes, and catch basins? | ☐ .Yes | ☒ .No | ☐ .N/A |
| 2. Is street paving/concrete acceptable? | ☒ .Yes | ☐ .No | ☐ .N/A |
| 3. Is drainage pipe in ROW concrete? | ☒ .Yes | ☐ .No | ☐ .N/A |
| 4. Are catch basin openings sized correctly? | ☒ .Yes | ☐ .No | ☐ .N/A |
| 5. Are curbs & gutter broken/settled? | ☐ .Yes | ☒ .No | ☐ .N/A |
| 6. Is rebar present in curb? | ☒ .Yes | ☐ .No | ☐ .N/A |
| 7. Are street lights present & spaced correctly? | ☒ .Yes | ☐ .No | ☐ .N/A |
| 8. Are lots graded to direct water to drainage systems? | ☒ .Yes | ☐ .No | ☐ .N/A |
| 9. Is/Are detention pond(s) holding water? | ☐ .Yes | ☐ .No | ☒ .N/A |
| 10. Is/Are the banks of detention pond(s) & ditches stabilized? | ☐ .Yes | ☐ .No | ☒ .N/A |
| 11. Are swales/ditches able to be maintained by residents? | ☒ .Yes | ☐ .No | ☐ .N/A |
| 12. Is erosion control provided at outfalls? | ☒ .Yes | ☐ .No | ☐ .N/A |
| 13. Are any extra easements required? | ☐ .Yes | ☒ .No | ☐ .N/A |

WATER & SEWER:

- | | | | |
|---|--|------------------------------|-------------------------------|
| 1. Are all water meters installed & with no broken/missing parts? | ☒ .Yes | ☐ .No | ☐ .N/A |
| 2. Are all water lines and appurtenances installed in accordance with city standards? | ☒ .Yes | ☐ .No | ☐ .N/A |
| 3. Are sewer cleanouts installed & with no broken/missing parts? | ☒ .Yes | ☐ .No | ☐ .N/A |

4. Are all manholes installed in accordance with city standards?

☒ Yes ☐ No ☐ N/A

TRAFFIC & SAFETY:

1. Are street name signs correct & in place?

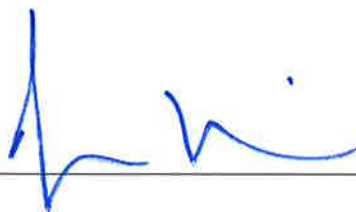
☒ Yes ☐ No ☐ N/A

2. Are traffic control signs correct & in place?

☒ Yes ☐ No ☐ N/A

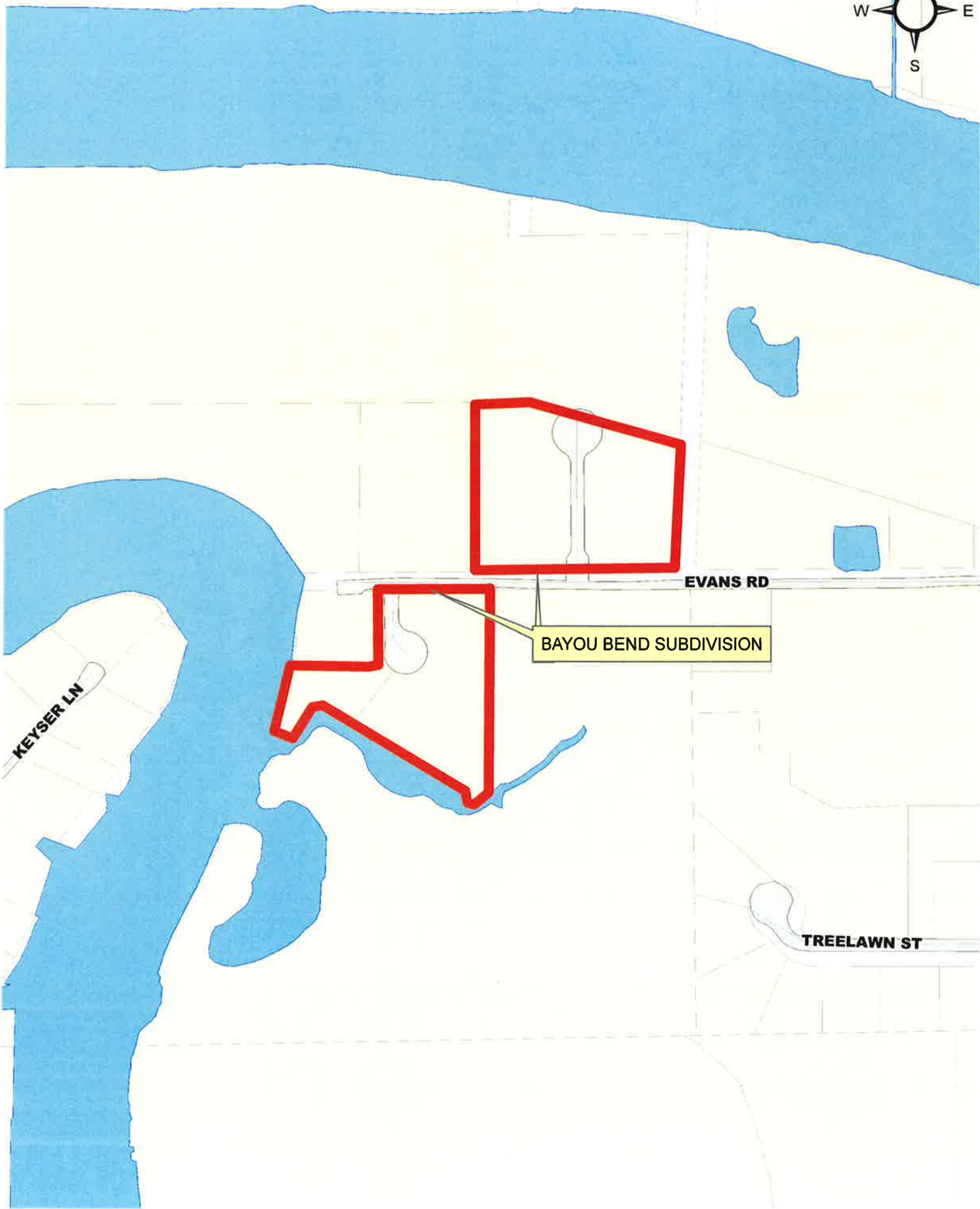
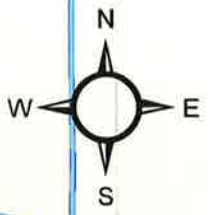
PUNCHLIST ITEMS

SIGNED: _____



DATE: _____

10/11/17



KEYSER LN

EVANS RD

BAYOU BEND SUBDIVISION

TREELAWN ST

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: November 16, 2017

Re: **Final Plat 1710PC122**

Subject: Robert Heinrich, agent for Gary and Mary McCabe, property owner, requests approval for a 13-lot subdivision (Bayou Bend) on the tax parcels 0909I-02-004.000, 0909I-02-009.000, and 0909I-02-009.001 containing approx. 4.3 acres zoned R-1-7.5 (Single Family): located north of Hillcrest Road, adjacent to the north and south of Evans Street, east of Bayou Bernard, and west of Stone Road, in Ward 4.

Planning Commission recommendation: To approve with conditions

Motion: Mr. Ladner

Second: Mr. Warren

KEITH WILLIAMS – Chairman - **Absent**

MICHAEL DANIELS – **Absent**

COLETTE TOWLES – **Yea**

VIRGINIA ADOLPH – **Yea**

CHARLIE HEWES – **Yea**

EVERETTE LADNER – **Yea**

BJ SELLERS – **Recused**

WM. PRINCE JONES – **Yea**

DOUG HANCOCK – **Yea**

MARTIN WARREN, JR – **Yea**

JOHN ANTHONY – **Yea**

Action: Motion was carried unanimously.

Speaking for the Petition: Robert Heinrich

Speaking against the Petition: None

On October 26, 2017 the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for November 21, 2017.

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: November 16, 2017

Re: **Resubdivision 1710PC125:**

Subject: J. Michael Cassidy, agent for David J. Easterling, property owner, requests to divide the tax parcels 1011D-03-009.000 and 1011D-03-010.000 containing an aggregate of 18,481 square feet into two parcels zoned T5 (Urban Center Zone): located north of Beach Drive, south of Township Road, east of and adjacent to Markham Drive, and west of Phillips Drive, in Ward 2.

Planning Commission recommendation: To approve the applicant request with conditions.

Motion: Mr. Hewes

Second: Mr. Ladner

KEITH WILLIAMS – Chairman - **Absent**

MICHAEL DANIELS – **Absent**

COLETTE TOWLES – **Yea**

VIRGINIA ADOLPH – **Yea**

CHARLIE HEWES – **Yea**

EVERETTE LADNER – **Yea**

BJ SELLERS – **Yea**

WM. PRINCE JONES – **Yea**

DOUG HANCOCK – **Yea**

MARTIN WARREN, JR – **Yea**

JOHN ANTHONY – **Yea**

Action: Motion was carried unanimously.

Speaking for the Petition: Michael Cassidy

Speaking against the Petition: None

On October 26, 2017 the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for November 21, 2017.

Technical Report

RESUBDIVISION

GENERAL INFORMATION

Case File Number: 1710PC125

Hearing Date: October 26, 2017

Current Zoning/Use: T5 (Urban Center Zone) / Vacant Property

Legal: J. Michael Cassady, agent for David J. Easterling, property owner, requests to divide the tax parcels 1011D-03-009.000 and 1011D-03-010.000 containing an aggregate of 18,481 square feet into two parcels zoned T5 (Urban Center Zone): located north of Beach Drive, south of Township Road, east of and adjacent to Markham Drive, and west of Phillips Drive, in Ward 2.

TECHNICAL DETAILS

The Gulfport Subdivision Regulations require that:

1. Each new lot created is in compliance with appropriate zoning ordinances, building codes and restrictive covenants, if any;
2. Each new lot created shall have direct access to a dedicated public street for at least 35 feet; and
3. Each new lot created shall have available capacity for water and sewer

As proposed, the applicant will take two existing, vacant parcels, one of which is haphazardly shaped, and reconfigure them to make two rectangular properties. Specifically, a segment of land with the dimensions of 19 feet by 74.7 feet will be given to another parcel. The resulting layout is in compliance with the ordinance in regards to property width and depth.

The proposed parcels are located adjacent to existing city rights-of-way, are protected by Gulfport Fire and Police, and will have capacity for city water and sewer. The applicant provided a written statement that there are no protective or restrictive covenants which would prevent the resubdivision of the parcels.

DEPARTMENTAL CONDITIONS

Engineering: No conditions. Memo dated October 11, 2017.

Public Works: No conditions. Memo dated October 11, 2017.

Traffic and Safety: No conditions. Memo dated October 10, 2017.

Building Code Services: No conditions. Memo dated October 6, 2017.

Police Department: No conditions. Memo dated October 8, 2017.

Technical Report

RESUBDIVISION

Fire Department:

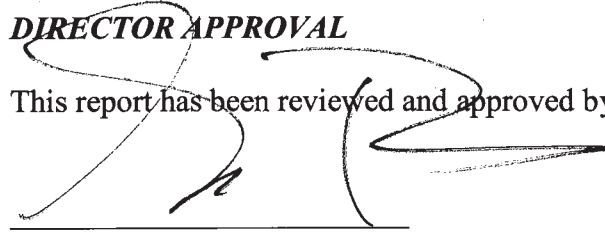
No conditions. Memo dated October 13, 2017.

G.I.S.:

No conditions. Memo dated October 6, 2017.

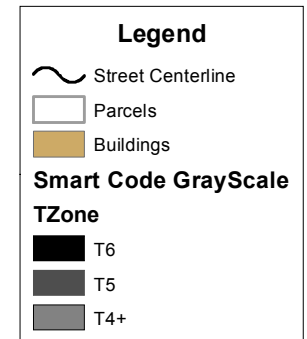
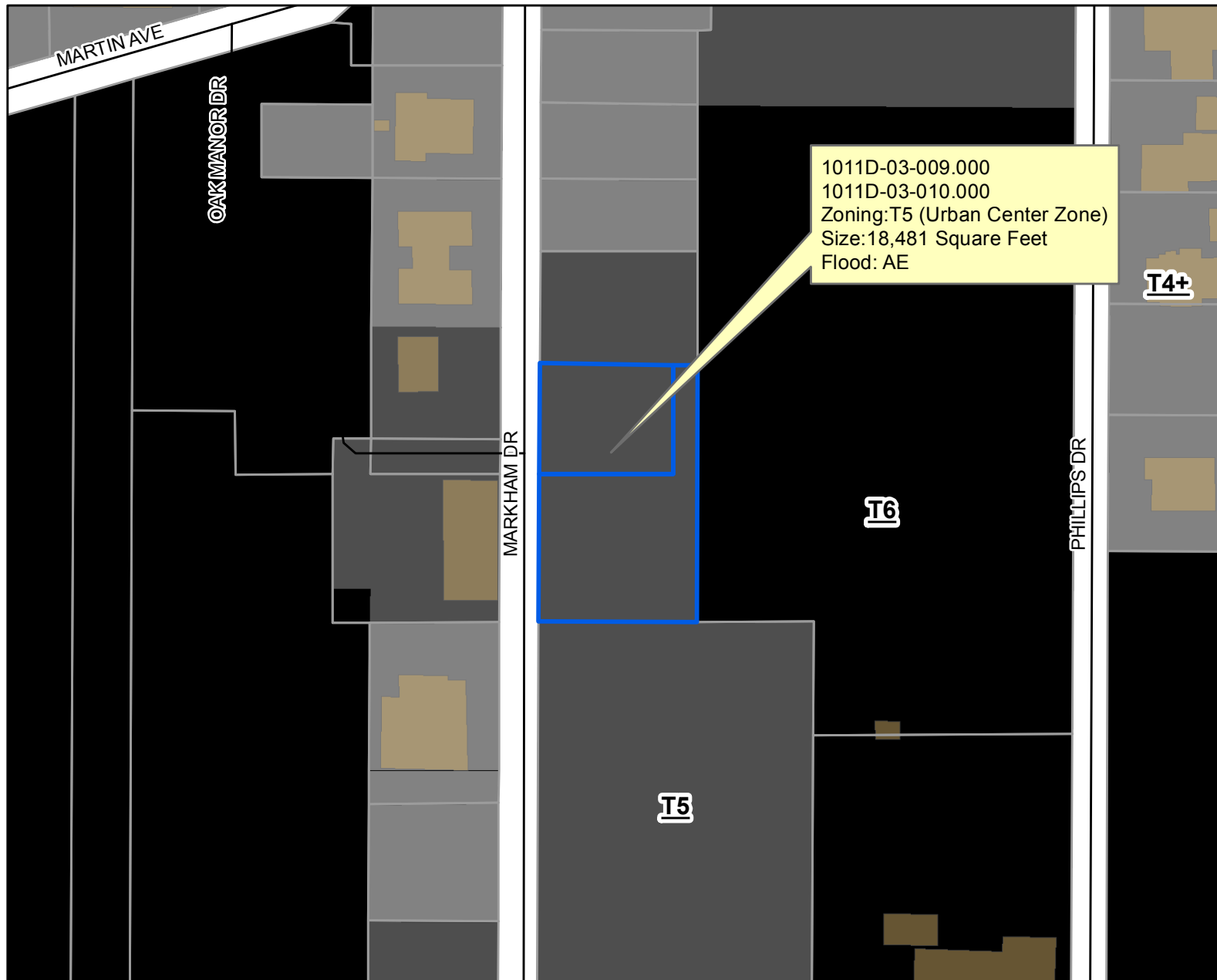
DIRECTOR APPROVAL

This report has been reviewed and approved by:

A large, stylized handwritten signature in black ink, appearing to be 'G. Pietrangelo', written over a horizontal line.

Greg Pietrangelo
Director of Urban Development Department

12.10



DATA DISCLAIMER:

All information that is provided on this map is believed to be correct. However, no liability is assumed by the City of Gulfport for errors in substance or form of any of the materials published on this map. The GIS Division, City of Gulfport, provides the information represented on this map as a service to the community and makes every effort possible to provide quality information. However, no claims, promises, or guarantees about the accuracy, completeness or adequacy of the information contained on this map are expressed or implied.



CITY OF GULFPORT
Urban Development - Planning Division
1410 24th Avenue
Gulfport, MS 39501
(228) 868-5710

For Staff Use Only

Case File #: 1710PL125

Date Received: _____

Receipt #: _____

Received By: _____

Zoning: _____

Ward: _____ Flood: _____

Size: 18,481 ft²

APPLICATION FOR RESUBDIVISION

Property Information

TAX PARCEL # 1011D-03-009-000
1011D-03-010-000

(If necessary, use separate sheet of paper)

Address of Property Involved: #134 + 136 MARKHAM DR.Lot(s) 17-18-19-20, Block(s) 1, Subdivision GULF SHORE MAJORGeneral Location: EAST SIDE OF MARKHAM DR., NORTH OF HWY. 90 + SOUTH OF TOWNSHIP ROAD

GENERAL DESCRIPTION OF REQUEST:

REARRANGE LOT LINES TO SQUARE OFF
BECOMING PARCELA + PARCEL B

OWNERSHIP AND CERTIFICATION:

I hereby certify that I have read and understand this application and that all information and attachments are true and correct. I also certify that I agree to comply with all applicable city codes, ordinances and state laws. Finally, I certify that I am the owner of the property involved in this request or have authorization to act as the owner's agent for the herein described request.

OWNER

DAVID J. EASTERLING

Printed Name Of Owner

2188 ST. JAMES BLVD.

Mailing Address

GULFPORT MS

City

State

Zip code

Home Phone

Work/Cell Phone

228.383.3715

Email

[Signature]

Signature Of Owner

AGENT

J. MICHAEL CASSADY

Printed Name Of Agent

P.O. BOX 7301

Mailing Address

GULFPORT MS 39506

City

State

Zip code

228.326.6601

Home Phone

Work/Cell Phone

CASSADY CONSULTING INC

Email

9mail.com[Signature]

Signature Of Agent

If the property or properties listed above have more than one owner, please check this box. In the case of multiple owners, reverse side must be completed. Each additional owner will need to complete and sign the reverse side of this application. We can only accept applications with original signatures.

☐

SECTIONS A. THROUGH G. MUST BE SUBMITTED FOR A COMPLETE APPLICATION.

EASTERLING



CASSADY
CONSULTING, INC.

P.O. Box 7301
Gulfport, MS 39506
228.326.6601

cassadyconsultinginc@gmail.com

J. MICHAEL CASSADY, P.S.

- Boundary Dispute Resolution
- Planning Commission Issues
- Tideland Issues
- Expert Witness Testimony

September 5, 2017

To: City of Gulfport/Urban Development-Planning Division

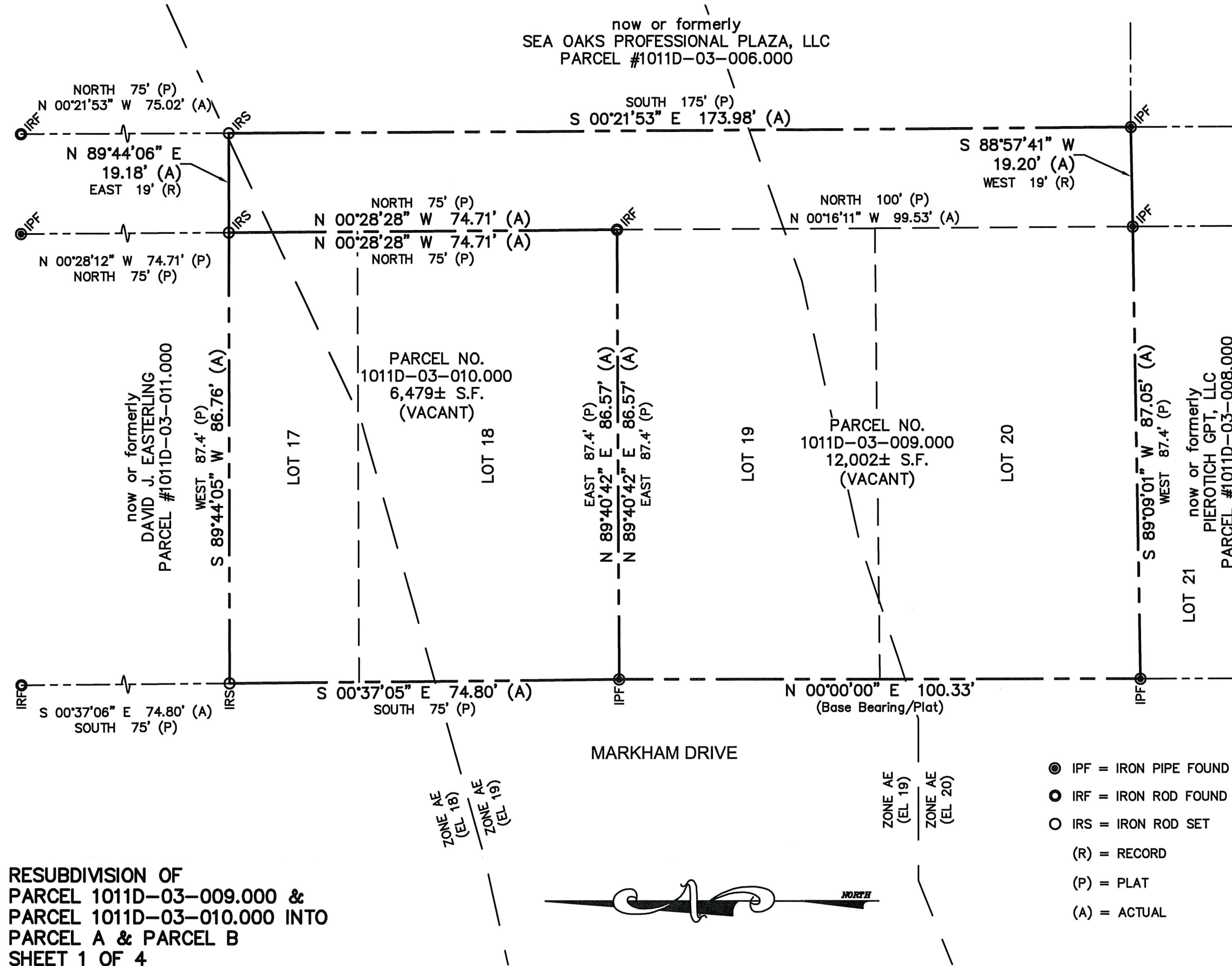
From: J. Michael Cassady, P.S.

Re: Affidavit for Parcels 1011D-03-009.000 & 1011D-03-010.000

This is to CERTIFY that I have researched the records of the Chancery Clerk of Harrison County and found no restrictive or protective covenants prohibiting the resubdivision of subject parcels.

Tracy D. Boyd
9-7-17





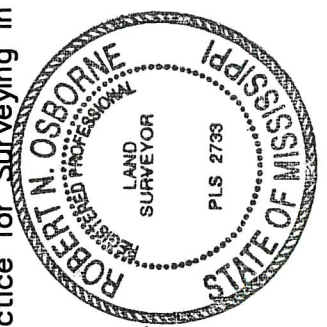
RESUBDIVISION OF
PARCEL 1011D-03-009.000 &
PARCEL 1011D-03-010.000 INTO
PARCEL A & PARCEL B
SHEET 1 OF 4

- IPF = IRON PIPE FOUND
- IRF = IRON ROD FOUND
- IRS = IRON ROD SET
- (R) = RECORD
- (P) = PLAT
- (A) = ACTUAL

By Graphic Plotting only, this property is in Zones "AE" [Base 18], "AE" [Base 19] & "AE" [Base 20] of the Flood Insurance Rate Map, Community Panel No. 28047C0268G, revision date June 16, 2009. Check with Building Official for community determined base flood elevation. Exact designation can only be determined by an Elevation Certificate. The above statement is for information only and this surveyor assumes no liability for the correctness of the cited map(s). In addition, the above statement does not represent this surveyor's opinion of the probability of flooding.

This is to CERTIFY that this map or plat and the survey on which it is based were made in accordance with "Standards of Practice for Surveying in the State of Mississippi".

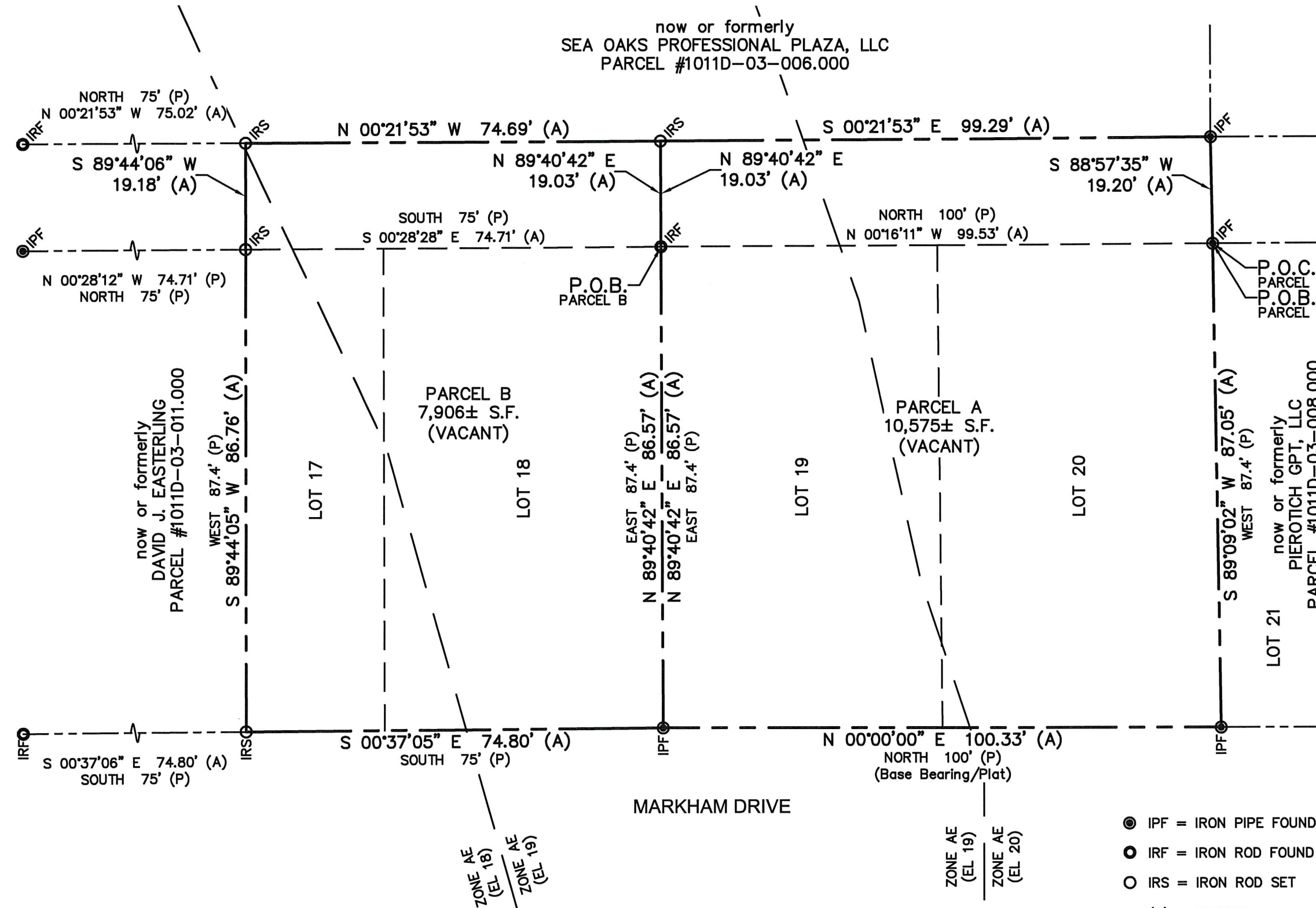
Robert N. Osborne
ROBERT N. OSBORNE, PS
Dated: August 30, 2017



MISSISSIPPI CLASS "B" SURVEY

PREPARED BY:
CASSADY & ASSOCIATES, INC.
Professional Land Surveyors
P.O. Box 1301 Gulfport, MS 39506
(228)896-7155 Fax (228)896-8405

Scale: 1"=20'	Drawn By: JET	Job Number: 08419-17
Date: 08/30/17	Revised: --/--/--	Filename: Resubdivision.dwg



RESUBDIVISION OF
PARCEL 1011D-03-009.000 &
PARCEL 1011D-03-010.000 INTO
PARCEL A & PARCEL B
SHEET 2 OF 4



- IPF = IRON PIPE FOUND
- IRF = IRON ROD FOUND
- IRS = IRON ROD SET
- (R) = RECORD
- (P) = PLAT
- (A) = ACTUAL

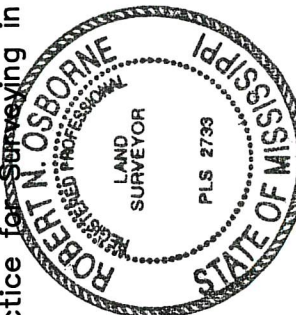
By Graphic Plotting only, this property is in Zones "AE" [Base 18], "AE" [Base 19] & "AE" [Base 20] of the Flood Insurance Rate Map, Community Panel No. 28047C0268G, revision date June 16, 2009. Check with Building Official for community determined base flood elevation. Exact designation can only be determined by an Elevation Certificate. The above statement is for information only and this surveyor assumes no liability for the correctness of the cited map(s). In addition, the above statement does not represent this surveyor's opinion of the probability of flooding.

This is to CERTIFY that this map or plat and the survey on which it is based were made in accordance with "Standards of Practice for Surveying in the State of Mississippi".

Robert N. Osborne

ROBERT N. OSBORNE, PS
Dated: August 30, 2017

MISSISSIPPI CLASS "B" SURVEY



PREPARED BY:
CASSADY & ASSOCIATES, INC.
Professional Land Surveyors
P.O. Box 1301 Gulfport, MS 39506
(228)896-1155 Fax (228)896-8405

Scale: 1"=20'	Drawn By: JET	Job Number: 08419-17
Date: 08/30/17	Revised: --/--/--	Filename: Resubdividing

CERTIFICATE OF RESUBDIVISION

In accordance with Section 9-48 of the Code of Ordinance (Subdivision Regulations) of the City of Gulfport as amended, it is hereby certified that the Gulfport City Planning Commission Chairman and Gulfport City Council have reviewed and approved this Final Plat for the Resubdivision of "PARCEL 1011D-03-009.000" and "PARCEL 1011D-03-010.000" in Section 6, Township 8 South, Range 10 West into Parcel "A" and Parcel "B". The subject property is generally described as being located east of Markham Drive. The ad valorem tax parcel numbers of the subject properties are 1011D-03-009.000 (Instrument No. 2015-6453-D-J1) and 1011D-03-010.000 (Instrument No. 2015-9193-D-J1). The Case File Number is _____.

LEGAL DESCRIPTION OF LANDS PRIOR TO THIS RESUBDIVISION (PER DEED):

PROPERTY OF DAVID J. EASTERLING:
PARCEL NO. PARCEL 1011D-03-009.000
(Instrument No. 2015-6453-D-J1)

Lots 19 and 20 in Block 1 of Gulf Shore Manor Subdivision as per map or plat thereof on file and of record in the Office the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

Also, a strip of land 19 feet wide East of and adjoining the rear of Lots 19 and 20, Block 1, and running North to the rear of Lot 16 of said Block 1, ending at an imaginary line running East and West at the South boundary of Lot 15. The entire above described tract being 100 feet fronting on Markham Drive by a depth of 106 feet and 4 inches, more or less, with an offset of 19 feet by 125 feet, not including a 25 foot drive running East and West between Lot 16 and the South half of Lot 17.

PROPERTY OF DAVID J. EASTERLING:
PARCEL NO. PARCEL 1011D-03-010.000
(Instrument No. 2015-9193-D-J1)

All of Lot Eighteen (18), and the South One-half (S1/2) of Lot Seventeen (17), Block One (1), GULF SHORE MANOR, a subdivision according to the official 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 12 at Page 18 (Copy Book 5 at Page 404) thereof, reference to which is hereby made in aid of and as a part of this description.

RESUBDIVISION OF
PARCEL 1011D-03-009.000 &
PARCEL 1011D-03-010.000 INTO
PARCEL A & PARCEL B
SHEET 3 OF 4

LEGAL DESCRIPTIONS OF THE (2) PARCELS CREATED BY THIS RESUBDIVISION:

LEGAL DESCRIPTION OF PARCEL A: AS PER SURVEY

Lots 19 and 20, Block 1, GULF SHORE MANOR SUBDIVISION (Plat Book 12, Page 18), City of Gulfport, First Judicial District of Harrison County, Mississippi.

AND ALSO

A parcel of land situated and being located in the Northwest ¼ of the Northwest ¼ of Section 6, Township 8 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi and being more particularly described as follows:

Beginning at an iron pipe found at the Southeast corner of Lot 20, Block 1, GULF SHORE MANOR SUBDIVISION (Plat Book 12, Page 18); thence run North 00 degrees 16 minutes 11 seconds West 99.53 feet along the east line of Lots 20 and 19, Block 1, GULF SHORE MANOR SUBDIVISION to an iron rod found at the Northeast corner of said Lot 19; thence run North 89 degrees 40 minutes 42 seconds East 19.03 feet to an iron rod set; thence run South 00 degrees 21 minutes 53 seconds East 99.29 feet to an iron pipe found; thence run South 88 degrees 57 minutes 35 seconds West 19.20 feet to the Point of Beginning. Said parcel contains a total of 10,575 square feet, more or less.

DESCRIPTION OF PARCEL B: AS PER SURVEY

Lot 18 and the South ½ of Lot 17, Block 1, GULF SHORE MANOR SUBDIVISION (Plat Book 12, Page 18), City of Gulfport, First Judicial District of Harrison County, Mississippi.

AND ALSO

A parcel of land situated and being located in the Northwest ¼ of the Northwest ¼ of Section 6, Township 8 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi and being more particularly described as follows:

Commencing at an iron pipe found at the Southeast corner of Lot 20, Block 1, GULF SHORE MANOR SUBDIVISION (Plat Book 12, Page 18); thence run North 00 degrees 16 minutes 11 seconds West 99.53 feet along the east line of Lots 20 and 19, Block 1, GULF SHORE MANOR SUBDIVISION to an iron rod found at the Northeast corner of said Lot 19 and the Point of Beginning; thence run North 89 degrees 40 minutes 42 seconds East 19.03 feet to an iron rod set; thence run North 00 degrees 21 minutes 53 seconds West 74.69 feet to an iron rod set; thence run South 89 degrees 44 minutes 06 seconds West 19.18 feet to an iron rod set on the east line of Lot 17, Block 1, GULF SHORE MANOR SUBDIVISION; thence run South 00 degrees 28 minutes 28 seconds East 74.71 feet along the east line of Lots 17 and 18, Block 1, GULF SHORE MANOR SUBDIVISION to the Point of Beginning. Said parcel contains a total of 7,906 square feet, more or less.

PREPARED BY:
CASSADY & ASSOCIATES, INC.
Professional Land Surveyors
P.O. Box 1301 Gulfport, MS 39506
(228)896-7155 Fax (228)896-8405

Scale:	N.T.S.	Drawn By:	JET	Job Number:	08419-11
Date:	08/30/17	Revised:	--/--/--	Plat Name:	Resubdividing

The applicant hereby covenants and agrees to indemnify and hold harmless the City of Gulfport, its agents, servants, and/or employees against any and all claims, demands, or causes of action of whatever nature which may arise as a result of the action of the Planning Commission, its agents, and/or employees concerning the petition for resubdivision of the real property described herein.

Ratified and Approved by:

[Signature]
(Signature) By: David J. Easterling, Owner
This 16th day of September, 2017.

ACKNOWLEDGE

Before me, the undersigned, personally appeared the aforementioned David J. Easterling, who acknowledged that he is the Owner and he accepted this plat and executed the foregoing certificate and dedication for the purpose therein set forth.

[Signature]
NOTARY PUBLIC
My Commission Expires: 8/20/2018



PLANNING COMMISSION

Submitted to and approved by the Gulfport City Planning Commission on the _____ day of _____, 2017.

Gulfport City Planning Commission Planning Division Administrator

APPROVAL

Submitted to and approved by the City of Gulfport, City Council, at the regular meeting of said Council held on the _____ day of _____, 2017.

ATTEST: _____ ADOPT: _____
CLERK OF COUNCIL PRESIDENT

This resubdivision plat and Certificate of Resubdivision, having been submitted and approved by the Mayor, this _____ day of _____, 2017.

BILLY HEWES, MAYOR

RESUBDIVISION OF
PARCEL 1011D-03-009.000 &
PARCEL 1011D-03-010.000 INTO
PARCEL A & PARCEL B
SHEET 4 OF 4

PREPARED BY:
CASSADY & ASSOCIATES, INC.
Professional Land Surveyors
P.O. Box 1301 Gulfport, MS 39506
(228)896-1155 Fax (228)896-8405

Scale:	N.T.S.	Drawn By:	JET	Job Number:	08419-17
Date:	08/30/17	Revised:	--/--/--	Filename:	Resubdivision.dwg



URBAN DEVELOPMENT
PLANNING DIVISION

October 6, 2017

David Easterling
2188 St. James Boulevard
Gulfport, MS 39507

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5710
Fax: 228-868-5708

Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

RE: Resubdivision 1710PC125: J. Michael Cassady, agent for David J. Easterling, property owner, requests to divide the tax parcels 1011D-03-009.000 and 1011D-03-010.000 containing an aggregate of 18,481 square feet into two parcels zoned T5 (Urban Center Zone): located north of Beach Drive, south of Township Road, east of and adjacent to Markham Drive, west of Phillips Drive, in Ward 2.

To Whom It May Concern:

The purpose of this letter is to inform you of the above referenced application. A map showing the general location of the property involved is on the back of this letter.

The City of Gulfport Planning Commission will hold a public hearing to consider the above request at 4:30 P.M. on **Thursday, October 26, 2017** in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

It is your option whether or not to appear personally or speak for or against the request at the scheduled hearing. If you are unable to attend the public hearing you may submit your opinion in writing and request that it be read into the public record. If you desire, it is also your choice to be represented by an agent or attorney.

A copy of the filed application to be considered will be available for public review at the office of the Department of Urban Development – Planning Division located at the Hardy Building, 1410 24th Avenue. Adjacent property owners will not be provided any further correspondence on the matter unless an appeal is filed but may, as stated above, contact this office for additional information.

Any interested party that may feel aggrieved by the Planning Commission's recommendation may file a written notice of objection within fifteen (15) calendar days after the date of the Planning Commission hearing. The notice of objection and reasons for objecting to the decision should be stated in writing and filed with the Department of Urban Development-Planning Division. This notice of objection shall be forwarded as part of the record with the record and recommendation from the Planning Commission to the Mayor and City Council. The City Council shall make a final decision based upon the record as submitted. No new evidence may be presented at the meeting.

If you have any questions or comments, please contact this office.

Sincerely,

Thomas S. Lane
Planner II

CC: Agent, Adjacent Property Owners (You have been identified as owning property within 160 feet of this request)

PARCEL_ID	NAME	ADDRESS_1	CITY	STATEABBR	ZIP
1011D-03-010.000	EASTERLING DAVID J (Owner)	2188 ST JAMES BLVD	GULFPORT	MS	39507
	J. Michael Cassady (Agent)	PO Box 7301	Gulfport	MS	39506
	<u>Adjacent Property Owners</u>				
1011D-03-029.000	ABRAHAM BRIAN A	275 BLEUR DR	BILOXI	MS	39531
1011D-03-034.002	ALLEMOND GREG & TAMMY	34695 DOROTHY LANE	DENHAM SPRINGS	LA	70706
1011D-03-012.000	BOURGEOUIS NANCY STONE ETAL	23171 STABLEWOOD CIRCLE	PASS CHRISTIAN	MS	39571
1011D-03-011.000	EASTERLING DAVID J	2188 ST JAMES BLVD	GULFPORT	MS	39507
1011D-03-030.000	GORDON FRANCIS & RUTH	2100 BEACH BLVD UNIT 1107	GULFPORT	MS	39507
1011D-03-037.000	JSOCO LLC	PO BOX 673	GULFPORT	MS	39502
1011D-03-032.000	LADNER REBECCA	314 SPRATLEY AVE	BILOXI	MS	39531
1011D-03-013.000	MALMBERG ROBIN D & TERESA A	22925 SW 117TH STREET	DUNNELLON	FL	34431
1011D-03-034.000	MCGRAW FRANK ADAM	12436 WINTER RIDGE DR	WALKER	LA	70785
1011D-03-033.000	MCSHEA DEVELOPMENT GROUP LLC	45 HARDY CT #231	GULFPORT	MS	39507
1011D-03-008.000	PIEROTICH GPT LLC	2646 BAY POINTE DR	BILOXI	MS	39531
1011D-03-006.000	SEA OAKS PROFESSIONAL PLAZA LLC	13142 W ECHO DR	GULFPORT	MS	39503

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: November 16, 2017

Re: Resubdivision 1710PC118

Subject: Barbara Dorman Et Al. for Six Pelicans, LLC, property owner, requests to divide the 1.03 acre tax parcel 0711N-02-054.000 into four parcels zoned T3 (Suburban Zone): located north of Finley Street, south of W Railroad Street, east of and adjacent to Ruth Avenue, and west of Regnault Avenue, in Ward 2.

Planning Commission recommendation: To approve with conditions

Motion: Mr. Ladner

Second: Mr. Jones

KEITH WILLIAMS – Chairman - **Absent**

MICHAEL DANIELS – **Absent**

COLETTE TOWLES – **Yea**

VIRGINIA ADOLPH – **Yea**

CHARLIE HEWES – **Yea**

EVERETTE LADNER – **Yea**

BJ SELLERS – **Yea**

WM. PRINCE JONES – **Yea**

DOUG HANCOCK – **Yea**

MARTIN WARREN, JR – **Yea**

JOHN ANTHONY – **Yea**

Action: Motion was carried unanimously.

Speaking for the Petition: Barbara Dorman

Speaking against the Petition: None

On October 26, 2017 the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for November 21, 2017.

Technical Report

RESUBDIVISION

GENERAL INFORMATION

Case File Number: 1710PC118

Hearing Date: October 26, 2017

Current Zoning/Use: T3 (Suburban zone) / A Single-Family Home

Legal: Barbara Dorman Et Al. for Six Pelicans, LLC, property owner, requests to divide the 1.03 acre tax parcel 0711N-02-054.000 into four parcels zoned T3 (Suburban Zone): located north of Finley Street, south of W Railroad Street, east of and adjacent to Ruth Avenue, and west of Regnault Avenue, in Ward 2.

TECHNICAL DETAILS

The applicant is requesting a resubdivision of one 1.03 acre parcel into four parcels; parcel "A" 14,880 square feet, parcel "B" 8,927 square feet, parcel "C" 8,927 square feet, Parcel "D" 11,862 square feet. As submitted, the proposed parcels meet the requirements the Westside Community SmartCode Ordinance and the City of Gulfport's subdivision ordinance.

The Gulfport Subdivision Regulations require that:

1. Each new lot created is in compliance with appropriate zoning ordinances, building codes and restrictive covenants, if any;
2. Each new lot created shall have direct access to a dedicated public street for at least 35 feet; and
3. Each new lot created shall have available capacity for water and sewer

The proposed parcels are located adjacent to existing city rights-of-way, are protected by Gulfport Fire and Police, and will have capacity for city water and sewer. The applicant states there are no protective or restrictive covenants which would prevent the resubdivision of the parcels.

Any approval should consider these conditions:

1. Must meet all current City of Gulfport's adopted Building Codes and Ordinances.

DEPARTMENTAL CONDITIONS

Engineering: No conditions. Memo dated October 11, 2017.

Public Works: No conditions. Memo dated October 11, 2017.

Traffic and Safety: No conditions. Memo dated October 10, 2017.

Technical Report

RESUBDIVISION

Building Code Services: Must meet all current City of Gulfport's adopted Building Codes and Ordinances. Memo dated October 6, 2017.

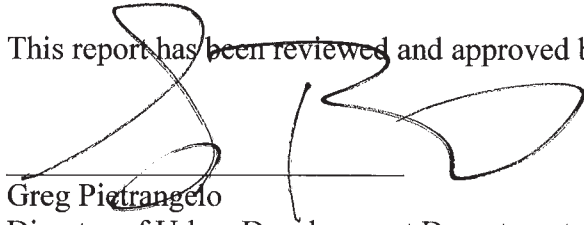
Police Department: No conditions. Memo dated October 8, 2017.

Fire Department: No conditions. Memo dated October 6, 2017.

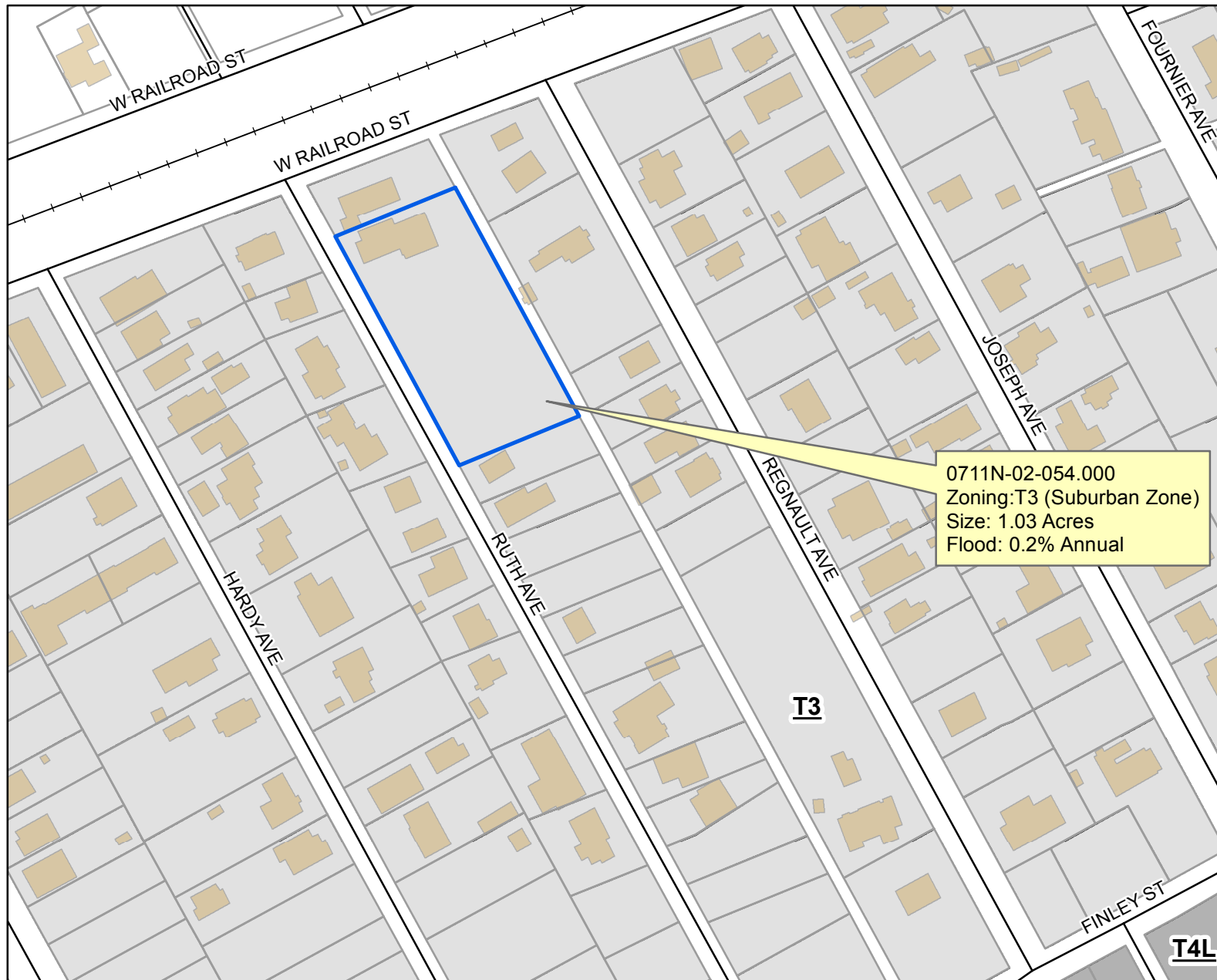
G.I.S.: No conditions. Memo dated October 6, 2017.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department

**DATA DISCLAIMER:**

All information that is provided on this map is believed to be correct. However, no liability is assumed by the City of Gulfport for errors in substance or form of any of the materials published on this map. The GIS Division, City of Gulfport, provides the information represented on this map as a service to the community and makes every effort possible to provide quality information. However, no claims, promises, or guarantees about the accuracy, completeness or adequacy of the information contained on this map are expressed or implied.

\$190.00



CITY OF GULFPORT
Urban Development - Planning Division
1410 24th Avenue
Gulfport, MS 39501
(228) 868-5710

For Staff Use Only

APPLICATION FOR RESUBDIVISION

Property Information

Case File #: 1710PC118
Date Received: 9-1-17
Receipt #: 0585731
Received By: 8/17
Zoning: T3
Ward: 2 Flood: 0.2% Annual
Size: 45,101 sq ft
(If necessary, use separate sheet of paper)

TAX PARCEL #

0	7	1	1	N

 -

0	2

 -

0	5	4

 .

0	0	0

Address of Property Involved: 735 Ruth Avenue

Lot(s) 2-7, Block(s) Blk 1, Subdivision Western Add.-Forest Acres

General Location: West Gulfport / South of Railroad

GENERAL DESCRIPTION OF REQUEST: Request lot 2 and 3 with existing home and driveway be subdivided from the original MAIN parcel and be assigned its own parcel number as a separate house and lot. Request lots 4, 5, 6 and 7 be resubdivided into 3 individual lots for separate homesites. Please see attached New Surveyor dimensions for the 3 newly subdivided lots.

OWNERSHIP AND CERTIFICATION:

I hereby certify that I have read and understand this application and that all information and attachments are true and correct. I also certify that I agree to comply with all applicable city codes, ordinances and state laws. Finally, I certify that I am the owner of the property involved in this request or have authorization to act as the owner's agent for the herein described request.

OWNER

SIX Pelicans, LLC
Printed Name Of Owner
306 Sikes Circle N.W.
Mailing Address
Fort Walton Beach FL 32548
City State Zip code
850-621-7949
Home Phone Work/Cell Phone
eb1td123@Ad.com Billytrvax@mac.com
Email
Barbara G. Dorman

Signature Of Owner (See next page for additional signatures)

AGENT

Barbara G. DORMAN
Printed Name Of Agent
306 Sikes Circle N.W.
Mailing Address
Fort Walton Beach, FL 32548
City State Zip code
850-621-7949
Home Phone Work/Cell Phone
Email
Barbara G. Dorman

Signature Of Agent

If the property or properties listed above have more than one owner, please check this box. In the case of multiple owners, reverse side must be completed. Each additional owner will need to complete and sign the reverse side of this application. We can only accept applications with original signatures.



SECTIONS A. THROUGH G. MUST BE SUBMITTED FOR A COMPLETE APPLICATION.

This page must be completed if the property or properties involved have more than one owner. All persons listed as owners to the property or properties listed on page one must complete and sign this part of the application.

I hereby certify that I have read and understand this application and that all information and attachments are true and correct. I also certify that I agree to comply with all applicable city codes, ordinances and state laws. Finally, I certify that I am the owner of the property involved in this request or authorized to act as the owner's agent for herein described request.

NAME OF OWNER (PRINT) BARBARA G. (TRUAX) DORMAN

ADDRESS (STREET, CITY, STATE, ZIP CODE) 306 SIKES Circle N.W. Fort Walton Beach, FL

PHONE # (H) 850-243-0053 * Cell: 850-621-7949

TAX PARCEL NUMBER(S) OWNED 0711N-02-054.000

SIGNATURE: Barbara Dorman

NAME OF OWNER (PRINT) SYLVIA TRUAX Newhom

ADDRESS (STREET, CITY, STATE, ZIP CODE) 1457 OAKmont Place, Niceville, FL

PHONE # (H) 8502796416 (W) 706.202.3364

TAX PARCEL NUMBER(S) OWNED 0711N-02-054.000

SIGNATURE: Sylvia Truax Newhom

NAME OF OWNER (PRINT) Kathleen Truax Graham

ADDRESS (STREET, CITY, STATE, ZIP CODE) 119 Valentine Drive Long Beach, MS 39560

PHONE # (H) 228-324-8182 (W) _____

TAX PARCEL NUMBER(S) OWNED 0711N-02-054.000

SIGNATURE: Kathleen Truax Graham

(Use additional forms as needed)

IN CASES OF MULTIPLE APPLICANTS, PLEASE IDENTIFY THE PERSON WHO WILL BE ACTING AS YOUR SPOKES

PERSON/AGENT FOR YOU: Barbara G. (TRUAX) DORMAN

This page must be completed if the property or properties involved have more than one owner. All persons listed as owners to the property or properties listed on page one must complete and sign this part of the application.

I hereby certify that I have read and understand this application and that all information and attachments are true and correct. I also certify that I agree to comply with all applicable city codes, ordinances and state laws. Finally, I certify that I am the owner of the property involved in this request or authorized to act as the owner's agent for herein described request.

NAME OF OWNER (PRINT) William F. (Billy) TRUAX, III

ADDRESS (STREET, CITY, STATE, ZIP CODE) 49 LAKESIDE DR., KENNEBEC, NE 68845

PHONE # (H) 308-455-1001 (W) 308-440-0647

TAX PARCEL NUMBER(S) OWNED 0711N-02-054.000

SIGNATURE: William F. Truax, III

NAME OF OWNER (PRINT) Jesse TRUAX

ADDRESS (STREET, CITY, STATE, ZIP CODE) 1200 SHILOH FIRE TOWER RD, FOXWORTH, MS
39483

PHONE # (H) 601-740-0225 (W) _____

TAX PARCEL NUMBER(S) OWNED 0711N-02-054.000

SIGNATURE: Jesse Truax

NAME OF OWNER (PRINT) _____

ADDRESS (STREET, CITY, STATE, ZIP CODE) _____

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

(Use additional forms as needed)

IN CASES OF MULTIPLE APPLICANTS, PLEASE IDENTIFY THE PERSON WHO WILL BE ACTING AS YOUR SPOKES

PERSON/AGENT FOR YOU: Barbara G. (TRUAX) DORMAN

TO: CITY OF GULFPORT
Urban Development-Planning Division
Planning Commission

RE: AFFIDAVIT
Barbara G. (Truax) Dorman
Female
306 Sikes Circle NW
Okaloosa County
Fort Walton Beach, FL 32548

APPLICATION FOR RESUBDIVISION
TAX PARCEL # 0711N-02-054.000
SIX PELICANS, LLC
Address of Property Involved: 735 Ruth Avenue

On Friday, August 25, 2017 I spoke with a clerk in the Chancery Clerk Office, Harrison County, Gulfport, Mississippi and she verified and stated there were no covenants for the address property 735 Ruth Avenue Gulfport, Mississippi.

Therefore, to my knowledge there are no restrictive or protective covenants that would restrict or prohibit the resubdivision application process for this property.

Barbara G. (Truax) Dorman

Barbara Truax Dorman
Agent

Six Pelicans, LLC

Date: *August 25, 2017*

Notary Acknowledgement

STATE OF Florida
COUNTY OF Okaloosa

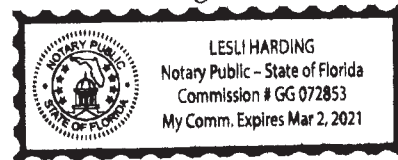
The foregoing instrument was acknowledged before me this 25th day of August, 20 17
by Barbara Dorman.

☐ Personally Known ☒ Produced ID D655-067-41-553-0

This certificate must be attached
to the document described as:
Application for Resubdivision



Notary Public



containing 1 page(s).

SIX PELICANS, LLC

TO: CITY OF GULFPORT
Urban Development-Planning Division
Planning Commission

RE: APPLICATION FOR RESUBDIVISION
TAX PARCEL # 0711N-02-054.000
Address of Property Involved: 735 Ruth Avenue

The referenced property has been held as one piece under one parcel number, lots 2 to 7 Block 1 Western Addition and owned by the same family for over 75 years.

Lot 2 and 3: We are requesting that lots 2 & 3 with the existing home and driveway be subdivided from the original main parcel and be assigned its own parcel # as a separate house and lot.

Lot 4, 5, 6, 7 are 50 foot lots. We are requesting these four 50 foot lots be subdivided into 3 individual lots according to the surveyor and architect measurements and recommendations for 3 separate home sites. Please see attached herewith new surveyor dimensions for the 3 newly subdivided lots.

We are requesting that each of the newly subdivided lots be separate pieces of property and each lot have its own parcel number.

Thank you very much,



Barbara Truax Dorman

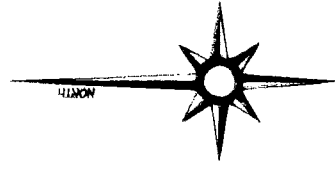
Agent

Six Pelicans, LLC

Date: August 25, 2017

WESTERN ADDITION - BLOCK I

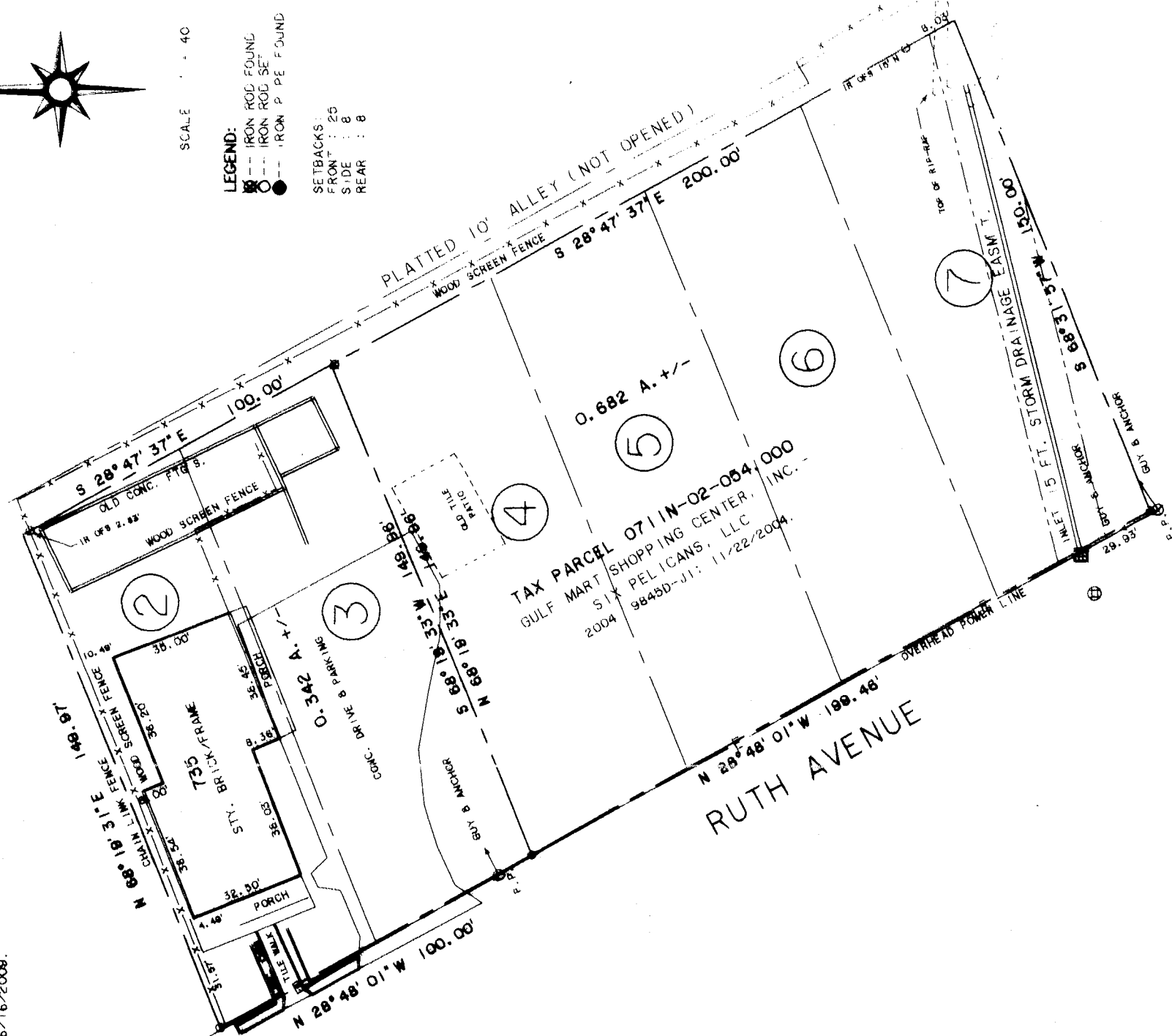
NOTE: STATE PLANE COORDINATES AND BEARING SHOWN HEREON ARE DERIVED BY GPS OBS. UTILIZING THE USMRTK NETWORK BASED ON SPC(2301 MSE).
BY GRAPHIC PLOTTING ONLY. THIS PROPERTY IS IN ZONE X
OF THE FLOOD INS. RATE MAP 2804-7C0376G. DATE
6/16/2008.



SCALE 1" = 40'

LEGEND:
--- IRON ROD FOUND
--- IRON ROD SET
--- IRON PIPE FOUND

SETBACKS:
FRONT : 25'
SIDE : 8'
REAR : 8'



SURVEY OF TAX PARCEL 071IN-02-054.000

THIS IS TO CERTIFY THAT I HAVE SURVEYED LOTS 2 THRU 7, BLOCK I, WESTERN ADDITION, CITY OF GULFPORT, 1ST, JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI, AS SHOWN HEREON AND THAT ALL MEASUREMENTS AND OTHER DATA INDICATED HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

ATTENTION IS CALLED TO THE VARIANCE BETWEEN THE PLATTED CALLS AND THE CORNERS RECOVERED WITHIN SAID BLOCK.

ATTENTION IS CALLED TO THE ENCROACHMENT OF THE WOOD SCREEN FENCE INTO THE PLATTED 10' ALLEY AND TO THE ENCROACHMENT OF THE DRAINAGE RIP-RAP OUTSIDE OF THE RECORDED EASEMENT.

THIS SURVEY WAS MADE FOR SIX PELICANS, LLC. JULY 25-28, 2017.



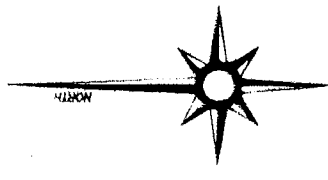
James R. Clarke
JAMES R. CLARKE, P.E.S.
P.O. BOX 4106
GULFPORT, MS. 39502
MS. CL. B

RESUBDIVISION OF PARCELS
INTO PARCELS A, B, C & D
SHT. 3 OF 3

17077SP1974819822SU2

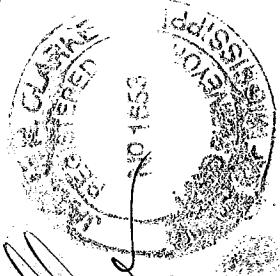
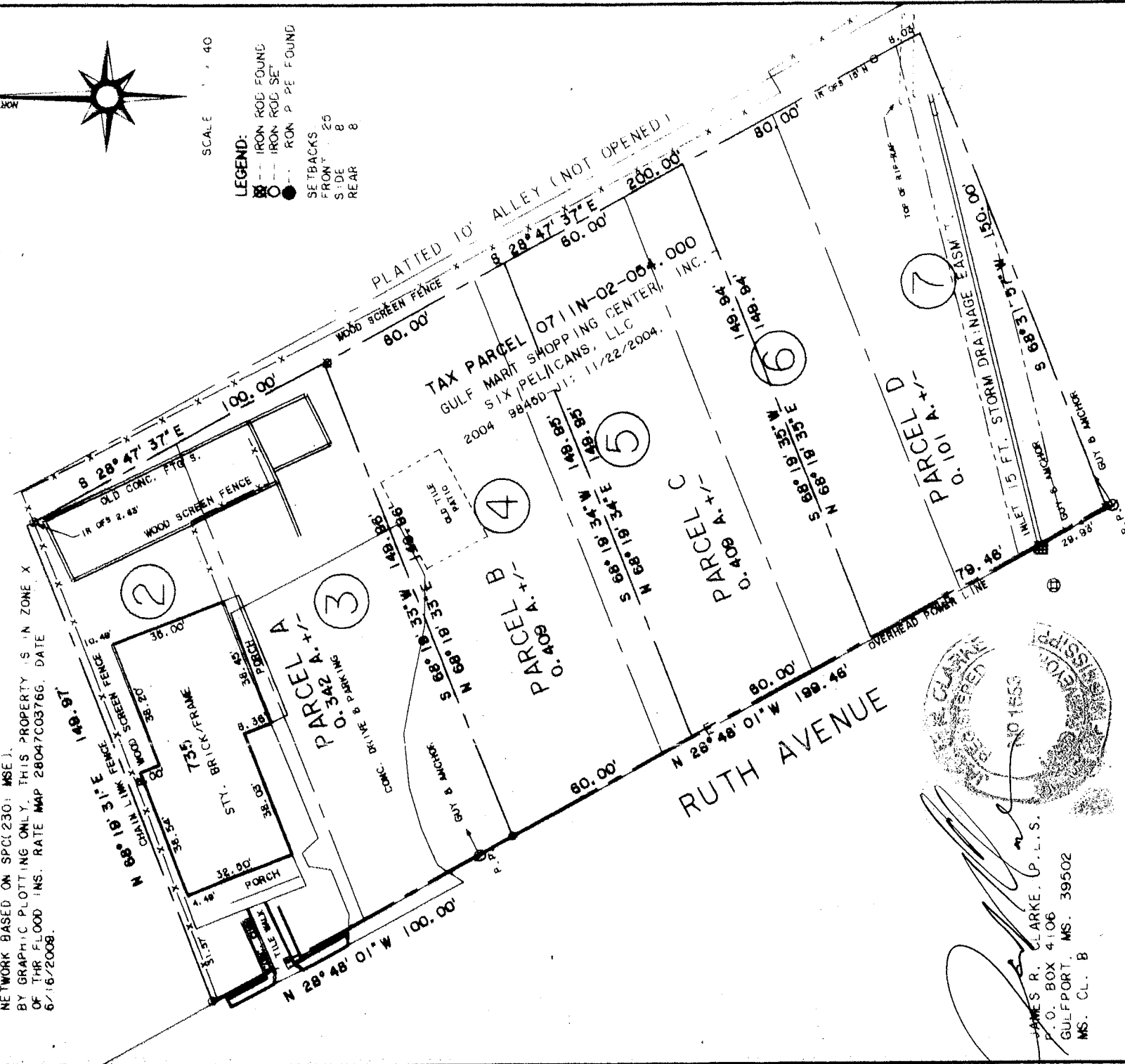
WESTERN ADDITION - BLOCK 1

NOTE: STATE PLANE COORDINATES AND BEARING SHOWN HEREON ARE DERIVED BY GPS OBS. UTILIZING THE USM RTK NETWORK BASED ON SPC(2301 MSE).
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X
OF THE FLOOD INS. RATE MAP 28047C0376G, DATE 6/16/2008.



SCALE 1" = 40'

LEGEND:
● IRON ROD FOUND
○ IRON ROD SET
● IRON PIPE FOUND
--- SETBACKS
FRONT 25'
SIDE 8'
REAR 8'



James R. Clarke
JAMES R. CLARKE, P.L.S.
P.O. BOX 4106
GULFPORT, MS. 39502
MS. CL. B

RESUBDIVISION OF TAX PARCEL 0711N-02-054.000 LEGAL DESCRIPTIONS:

- PARCEL A: LOTS 2 & 3, BLOCK 1, WESTERN ADDITION, CITY OF GULFPORT, 1ST, JUDICIAL DISTRICT, HARRISON CO., MS.
PARCEL B: LOT 4 AND THE NORTH 10 FT. OF LOT 5, BLOCK 1, WESTERN ADDITION, CITY OF GULFPORT, 1ST, JUDICIAL DISTRICT, HARRISON CO., MS.
PARCEL C: SOUTH 40 FT. OF LOT 5 AND THE NORTH 20 FT. OF LOT 6, BLOCK 1, WESTERN ADDITION, CITY OF GULFPORT, 1ST, JUDICIAL DISTRICT, HARRISON CO., MS.
PARCEL D: THE SOUTH 30 FT. OF LOT 6 AND LOT 7, BLOCK 1, WESTERN ADDITION, CITY OF GULFPORT, 1ST, JUDICIAL DISTRICT, HARRISON CO., MS.

THIS SURVEYOR CERTIFIES THAT HE/HAVE SURVEYED THE HEREON DESCRIBED PARCELS OF LAND AND AS SHOWN HEREON AND THAT ALL MEASUREMENTS AND OTHER DATA INDICATED HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

ATTENTION IS CALLED TO THE VARIANCE BETWEEN THE PLATTED CALLS AND THE CORNERS RECOVERED WITHIN SAID BLOCK 1.

ATTENTION IS CALLED TO THE ENCROACHMENT OF THE WOOD SCREEN FENCE INTO THE PLATTED 10' ALLEY AND TO THE ENCROACHMENT OF THE DRAINAGE RIP-RAP OUTSIDE OF THE RECORDED EASEMENT.

THIS SURVEY WAS MADE FOR SIX PELICANS, LLC, JULY 25 THRU AUG. 31, 2017.

RESUBDIVISION OF PARCELS
INTO PARCELS A, B, C & D
SHEET 2 OF 3

17077SPAL974819822SU2

CERTIFICATE OF SUBDIVISION OR RESUBDIVISION

IN ACCORDANCE WITH SECTION 9-48 OF THE CODE OF ORDINANCE (SUBDIVISION REGULATIONS) OF THE CITY OF GULFPORT AS AMENDED, IT IS HEREBY CERTIFIED THAT THE GULFPORT CITY PLANNING COMMISSION CHAIRMAN AND THE GULFPORT CITY COUNCIL HAVE REVIEWED AND APPROVED THIS FINAL PLAT FOR THE SUBDIVISION OR RESUBDIVISION OF: TAX PARCELS 0711N-02-054.000, BEING LOTS 2 THRU 7, BLOCK 1, WESTERN ADDITION, CITY OF GULFPORT INTO PARCELS A, B, C, & D, THE SUBJECT PROPERTY IS GENERALLY DESCRIBED AS BEING LOCATED SOUTH OF THE CSX RAILROAD AND EAST OF RUTH AVENUE.

THE AD VALOREM TAX PARCEL NUMBER(S) OF THE SUBJECT PROPERTY ARE 0711N-02-054.000

THE CASE FILE NUMBER IS

LEGAL DESCRIPTION OF LAND PRIOR TO SUBDIVISION OR RESUBDIVISION:

LOTS 2 THRU 7, BLOCK 1, WESTERN ADDITION, CITY OF GULFPORT, MS.

LEGAL DESCRIPTION(S) OF THE LOTS / PARCELS CREATED BY THIS SUBDIVISION OR RESUBDIVISION:

PARCEL A: LOTS 2 & 3, BLOCK 1, WESTERN ADDITION, CITY OF GULFPORT, MS.

PARCEL B: LOT 4 AND THE NORTH 10 FT. OF LOT 5, BLOCK 1, WESTERN ADDITION, CITY OF GULFPORT, MS.

PARCEL C: THE SOUTH 40 FT. OF LOT 5 AND THE NORTH 20 FT. OF LOT 6, BLOCK 1, WESTERN ADDITION, CITY OF GULFPORT, MS.

PARCEL D: THE SOUTH 30 FT. OF LOT 6 AND LOT 7, BLOCK 1, WESTERN ADDITION, CITY OF GULFPORT, MS.

17077SPD

SHT. 3 OF 4

[GPTSD NO.]

CERTIFICATE OF SUBDIVISION OR RESUBDIVISION

THE APPLICANT HEREBY COVENANTS AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF GULFPORT, ITS AGENTS, SERVANTS, AND OR EMPLOYEES AGAINST ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION OF WHATEVER NATURE, WHICH MAY ARISE AS A RESULT OF THE ACTION OF THE PLANNING COMMISSION, ITS AGENTS, AND OR EMPLOYEES CONCERNING THE PETITION FOR SUBDIVISION OR RESUBDIVISION OF THE REAL PROPERTY DESCRIBED HEREIN.

RATIFIED AND APPROVED BY:

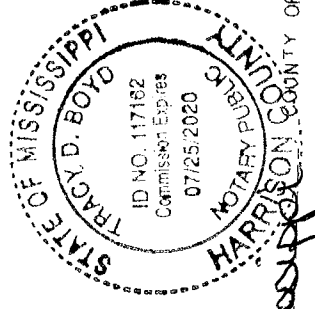
Barbara Truax Dorman BARBARA TRUAX DORMAN
SIX PELICANS, LLC.
(OWNER'S SIGNATURE) (PRINTED OWNER'S NAME)

THIS 1st DAY OF September, 2017.

ACKNOWLEDGE

COUNTY OF Harrison STATE OF Mississippi
BEFORE ME, THE UNDERSIGNED, AUTHORIZED IN THE STATE OF Mississippi
Harrison PERSONALLY APPEARED THE AFORENAMED
WHO ACKNOWLEDGED THAT THEY ACCEPTED THIS PLAT AND EXECUTED THE FOREGOING CERTIFICATE AND
DEDICATION FOR THE PURPOSE THEREIN SET FORTH.

NOTARY PUBLIC Tracy D. Boyd
MY COMMISSION EXPIRES: 7/25/2020



PLANNING COMMISSION

SUBMITTED TO AND APPROVED BY THE GULFPORT CITY PLANNING COMMISSION ON THE _____ DAY OF _____, 20____.

GULFPORT CITY PLANNING COMMISSION CHAIRMAN PLANNING DIVISION ADMINISTRATOR

APPROVAL

SUBMITTED TO AND APPROVED BY THE CITY OF GULFPORT, CITY COUNCIL, AT THE REGULAR MEETING OF SAID COUNCIL HELD ON THE _____ DAY OF _____, 20____, AND RECORDED IN MINUTE BOOK _____ AT PAGE(S) _____.

ATTEST:

ADOPT:

CLERK OF COUNCIL PRESIDENT

THIS SUBDIVISION OR RESUBDIVISION PLAT AND CERTIFICATE OF SUBDIVISION OR RESUBDIVISION, HAVING BEEN SUBMITTED AND APPROVED BY THE MAYOR, THIS _____ DAY OF _____, 20____.

MAYOR

RESUBDIVISION OF PARCELS
INTO PARCELS A, B, C & D

[17077SPB[9748]

SHT. 4 OF 4



URBAN DEVELOPMENT
PLANNING DIVISION

October 6, 2017

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5710
Fax: 228-868-5708

SIX PELICANS LLC
306 Sikes Cir N.W
Fort Walton Beach, FL 32548

Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

RE: Resubdivision 1710PC118: Barabara Dorman Et Al. for Six Pelicans, LLC, property owner, requests to divide the 1.03 acres tax parcel, 0711N-02-054.000, into four parcels zoned T3 (Suburban Zone): located north of Finley Street, south of W Railroad Street, east of and adjacent to Ruth Avenue, and west of Regnault Avenue, in Ward 2.

To Whom It May Concern:

The purpose of this letter is to inform you of the above referenced application. A map showing the general location of the property involved is on the back of this letter.

The City of Gulfport Planning Commission will hold a public hearing to consider the above request at 4:30 P.M. on **Thursday, October 26, 2017** in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

It is your option whether or not to appear personally or speak for or against the request at the scheduled hearing. If you are unable to attend the public hearing you may submit your opinion in writing and request that it be read into the public record. If you desire, it is also your choice to be represented by an agent or attorney.

A copy of the filed application to be considered will be available for public review at the office of the Department of Urban Development - Planning Division located at the Hardy Building, 1410 24th Avenue. Adjacent property owners will not be provided any further correspondence on the matter unless an appeal is filed but may, as stated above, contact this office for additional information.

Any interested party that may feel aggrieved by the Planning Commission's recommendation may file a written notice of objection within fifteen (15) calendar days after the date of the Planning Commission hearing. The notice of objection and reasons for objecting to the decision should be stated in writing and filed with the Department of Urban Development-Planning Division. This notice of objection shall be forwarded as part of the record with the record and recommendation from the Planning Commission to the Mayor and City Council. The City Council shall make a final decision based upon the record as submitted. No new evidence may be presented at the meeting.

If you have any questions or comments, please contact this office.

Sincerely,

Thomas S. Lane
Planner II

CC: Agent, Adjacent Property Owners (You have been identified as owning property within 160 feet of this request)

PARCEL_ID 118	NAME	ADDRESS_1	CITY	STATE/ZIP
	SIX PELICANS LLC C/O Barbara G. Dorman	306 Sikes Cir N.W	Fort Walton Beach	FL 32548
	SIX PELICANS LLC C/O Sylvia Truax Newnom	1457 Oakmont Pl	Niceville	FL 32578
	SIX PELICANS LLC C/O Kathleen T. Graham	119 Valentine Dr	Long Beach	MS 39560
	SIX PELICANS LLC C/O William F. Truax III	49 Lakeside Dr	Kearney	NE 68845
	SIX PELICANS LLC C/O Jesse Truax	1200 Shiloh Fire Tower Rd	Foxworth	MS 39483
	Adjacent Property Owner			
0711N-02-028.000	ALLEN CURTIS JR & JANET L	3486 CLEARPOOL CIRCLE RD	MEMPHIS	TN 38118
0711N-01-040.001	BARBER TABATHA BROOKE	1130 B EAST OLD PASS RD	LONG BEACH	MS 39560
0711N-01-028.000	BARRINEAU TIM W & PAMELA B	927 COWAN-LORRAINE RD	GULFPORT	MS 39507
0711N-01-029.000	BARRINEAU TIM W ET AL	4910 W RAILROAD ST	GULFPORT	MS 39501
0711N-02-033.000	BERCEGAY SANDRA S	812 REGNAULT AVE	GULFPORT	MS 39501
0711N-02-055.000	BOND JEFFERY D & KAREN B	45294 SOL HANNA ROAD	ST AMANT	LA 70774
0711N-02-077.000	BONIN JENIEVER RAE C/O JEANNIE CLOUSE	2130 E 7800 S	SOUTH WEBER	UT 84405
0711N-01-053.000	COOLEY WILLIE LEE	4950 W RAILROAD ST	GULFPORT	MS 39501
0711N-02-086.000	DANNHEIM VIRGIE L	808 HARDY AVE	GULFPORT	MS 39501
0711N-02-089.000	DAVIS EARL & PAMELA D	4298 WOODCREST DR	MEMPHIS	TN 38111
0711N-02-088.000	DAVIS EARL & PAMELA D	800 HARDY AVE	GULFPORT	MS 39501
0711N-02-029.000	DEAN GARY WAYNE	826 REGINAULT AVE	GULFPORT	MS 39501
0711N-02-030.000	ELIAS GEORGE F & LINDA K	822 REGNAULT AVE	GULFPORT	MS 39501
0711N-02-049.000	FINLEY CHESTER LAWRENCE	3211 ASHWOOD DR	OPELOUSAS	LA 70570
0711N-01-026.000	FOSTER VERN & WF	1713 22ND ST	GULFPORT	MS 39501
0711N-02-024.002	GIBSON KENNETH -EST-	815 JOSEPH AVE	GULFPORT	MS 39501
0711N-02-085.000	J P SILVA PROPERTIES LLC	P O BOX 7379	GULFPORT	MS 39502
0711N-02-081.000	KEY MERCEDES M	818 HARDY AVE	GULFPORT	MS 39501
0711N-02-083.000	KRIEGER EDWARD T JR & HAWES L	814 HARDY AVE	GULFPORT	MS 39501
0711N-02-058.000	LACOSTE KENDRICK	16397 SAM FAVRE RD	KILN	MS 39556
0711N-02-075.000	LADNER SHERI GRACE & ANDREW J	123 LAFAYETTE AVE APT 3A	BROOKLYN	NY 11217
0711N-02-056.000	LOPER BRYAN E & JENNIFER G	800 RUTH AVE	GULFPORT	MS 39501
0711N-02-053.001	MORAN DANIEL J & WF	739 RUTH AVE	GULFPORT	MS 39501
0711N-02-087.000	OLLMAN GLEN A & MURPHY PAUL R	111 FAIRWAY OVERLOOK	WOODSTOCK	GA 30188
0711N-02-052.000	ORRELS ARLA F ET AL	9140 TWIN OAKS RD	BASTROP	LA 71220
0711N-02-031.000	PRICE JODI MARMALICH	820 REGINAULT AVENUE	GULFPORT	MS 39501
0711N-02-050.000	RAND CLAYTON T III	409 CARIBE PLACE SOUTH	GULFPORT	MS 39507

0711N-02-051.000	RICHMOND RONALD D & HARRIS JEANETTE	19634 CHAMPION CIR	GULFPORT	MS	39503
0711N-02-032.000	ROBERTS CHARLES D II & HEIDI H	11476 KARLY DR	PASS CHRISTIAN	MS	39571
0711N-02-076.000	RODRIGUE FREDDIE P SR & DEBORAH B	725 RUTH AVE	GULFPORT	MS	39501
0711N-02-057.000	SCHMIDT KARL & PATRICIA	63431 LOWERY ROAD	AMITE	LA	70422
0711N-02-048.000	SCHROCK OSCAR A & KUCHTA STACY L	721 REGNAULT AVE	GULFPORT	MS	39501
0711N-02-054.000	SIX PELICANS LLC	306 SIKES CR	FT WALTON BEACH	FL	32548
0711N-02-084.000	TOMOHAWK PROPERTIES LLC	7247 LIVE OAK WAY	PASS CHRISTIAN	MS	39571
0711N-02-053.000	TWILA LLC	1922 25TH AVE	GULFPORT	MS	39501
0711N-02-082.000	WADKINS MICHELLE R	733 ARBOR STATION DR	LONG BEACH	MS	39560
0711N-02-079.000	WALKER DAWN ADEL	813 RUTH AVE	GULFPORT	MS	39501
0711N-02-080.000	WIBLE SHONCY	738 RUTH AVE	GULFPORT	MS	39501
0711N-02-078.000	WRIGHT TERRY L SR & LOUISE B	809 RUTH AVE	GULFPORT	MS	39501

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 21st day of November, 2017, the following Resolution:

RESOLUTION APPROVING THE SALE OF THE MEMORIAL BEHAVIORAL HEALTH ASSETS; APPROVING AND AUTHORIZING THE EXECUTION OF THE ASSET PURCHASE AGREEMENT AND OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION WITH SAID SALE; AND FOR RELATED PURPOSES.

WHEREAS, the City Council of the City of Gulfport, Mississippi (the "City Council"), hereby finds, determines, adjudicates and declares as follows:

1. The City of Gulfport, Mississippi ("City") and the Board of Supervisors of Harrison County, Mississippi (the "Board of Supervisors" of the "County"), for and on behalf of the Gulfport-West Harrison County Hospital District, a subdivision of Harrison County, are the joint owners of Memorial Hospital at Gulfport ("Memorial").

2. Memorial is currently operated by the Board of Trustees of Memorial Hospital at Gulfport ("Board of Trustees") in accordance with the provisions of Section 41-13-10, *et seq.* of the Mississippi Code of 1972, as amended ("Act").

3. Memorial owns and operates Memorial Hospital at Gulfport Behavioral Health Services, which include, but are not limited to, licensed psychiatric and chemical dependency beds, inpatient and outpatient behavioral health programs, related regulatory rights and interests, the Memorial Behavioral Health campus and real estate located at 11150 U. S. Highway 49 North, Gulfport, Mississippi 39503, and related assets (collectively, "Memorial Behavioral Health Assets").

4. On or about September 20, 2016, the City Council adopted a Resolution authorizing and approving the engagement of and contracting with Horne LLP, a certified public accounting and advisory firm, to review the current operating condition of the Memorial Behavioral Health Assets in compliance with Section 41-13-15(8) of the Act and to submit to the County, City and Board of Trustees a report containing the findings of its review and analysis of whether a lease or sale of the Memorial Behavioral Health Assets should occur, as well as the additional findings and analyses required by Section 41-13-15(8) of the Act.

5. The City Council received and reviewed the report of Horne LLP, which concluded, in part, that a sale of the Memorial Behavioral Health Assets should occur (the "Horne Report").

6. On November 2, 2016, the Board of Trustees adopted a Resolution recommending and requesting that the City and the County schedule a public hearing on the issue of the proposed sale of the Memorial Behavioral Health Assets pursuant to the Horne Report and Section 41-13-15(7) - (10) of the Act.

7. On November 22, 2016, the City Council adopted a Resolution scheduling a public hearing on the proposed sale of the Memorial Behavioral Health Assets.

8. On December 20, 2016, a public hearing was conducted on the proposed sale of the Memorial Behavioral Health Assets, and no persons or interested parties appeared at the public hearing to offer comments on the proposed sale.

9. On January 3, 2017, the City Council, after reviewing, analyzing and discussing the Horne Report, the recommendation of the Board of Trustees, and other facts and information presented, adopted a Resolution which found, determined, adjudicated and declared that a sale of the Memorial Behavioral Health Assets is in the public interest and the best interests of persons living in the area served by Memorial and the Memorial Behavioral Health Assets, and that the City Council should (a) declare its intention to sell the Memorial Behavioral Health Assets, (b) establish the requirements for proposals for the sale, the minimum required terms of all respondents and the evaluation process, (c) approve the issuance of the Request for Proposals (“RFP”), and (d) direct the publication of the Resolutions and the RFP.

10. The Resolution adopted by the City Council included a determination that the Board of Trustees should submit its recommendations regarding the proposals submitted in response to the RFP to the City Council no later than March 6, 2017.

11. Following publication and public notices of the January 3, 2017 Resolutions of the Board of Supervisors and the City Council, and the RFP, the Board of Trustees received, reviewed, evaluated and discussed proposals received in response to the RFP, in consultation with Memorial and with Baker, Donelson, Bearman, Caldwell & Berkowitz, PC. No petition calling for an election on the question of the sale of the Memorial Behavioral Health Assets was filed with the Clerk of the City Council.

12. The Board of Trustees found and determined that the proposal submitted in response to the RFP by Universal Health Services, Inc. (“UHS”) is the highest and best proposal, based on the terms, objectives and provisions set forth in the RFP.

13. In a meeting held on February 21, 2017, the Board of Trustees adopted a Resolution which recommended and requested that the Board of Supervisors and the City Council select UHS as the highest and best proposal submitted in response to the RFP, and authorize the Board of Trustees and Memorial, on behalf of the Board of Supervisors and the City Council, to negotiate with UHS on the terms and conditions of a purchase agreement and other agreements for the sale of the Memorial Behavioral Health Assets, subject to the review and approval of the Board of Supervisors and the City Council.

14. In the same Resolution adopted on February 21, 2017, the Board of Trustees further recommended and requested that the Board of Supervisors and the City Council authorize the Board of Trustees and Memorial, on behalf of the Board of Supervisors and the City Council, to (a) negotiate and prepare with UHS the purchase agreement and such other agreements and instruments needed to accomplish the sale of the Memorial Behavioral Health Assets, subject to the review and approval of the Board of Supervisors and the City Council, and (b) establish a bank account in the name of Memorial, into which the cash proceeds of the sale of the Memorial Behavioral Health Assets shall be deposited, and which cash proceeds shall be used by Memorial to enhance and improve Memorial’s health care facilities and services, which will significantly benefit the health and welfare of the citizens of the Hospital’s service area.

15. On March 7, 2017, the City Council, after reviewing, analyzing and discussing the recommendation of the Board of Trustees and other facts, information and documents presented, (a) declared, found and determined that the proposal submitted in response to the RFP by UHS is the highest and best proposal, based on the terms, objectives and provisions set forth in the RFP; (b) authorized the Board of Trustees and Memorial, on behalf of the City Council, to negotiate with UHS on the terms and conditions of a purchase agreement and other agreements for the sale of the Memorial Behavioral Health Assets, subject to the review and approval of the City Council; (c) authorized the Board of Trustees and Memorial, on behalf of the City Council, to negotiate and prepare with UHS the purchase agreement and such other agreements and instruments needed to accomplish the sale of the Memorial Behavioral Health Assets, subject to the review and approval of the City Council; and (d) authorized the Board of Trustees and Memorial to establish a bank account in the name of Memorial, into which the cash proceeds of the sale of the Memorial Behavioral Health Assets shall be deposited, and which cash proceeds shall be used by Memorial to enhance and improve Memorial's health care facilities and services, which will significantly benefit the health and welfare of the citizens of the Hospital's service area.

16. In a meeting held on November 13, 2017, the Board of Trustees adopted a Resolution (a) approving the Asset Purchase Agreement by and among TBD Acquisition II, LLC, a Delaware limited liability company and affiliate of UHS (the "Purchaser"), UHS and Memorial (the "Asset Purchase Agreement"); (b) approving various other agreements, instruments and documents which relate to the sale of the Memorial Behavioral Health Assets and are attached to the Asset Purchase Agreement as exhibits (the "Ancillary Agreements"); (c) approving a Lease Agreement, pursuant to which Memorial will lease certain space on Memorial's campus to the Purchaser (the "Lease Agreement"); (d) recommending and requesting that the City Council approve the Asset Purchase Agreement, the Ancillary Agreements and the Lease Agreement, and authorize the Board of Trustees and Memorial to execute and deliver those agreements, as well as such other agreements, documents, certificates, applications and instruments required for or in connection with the sale of the Memorial Behavioral Health Assets to the Purchaser and to take any and all other actions that may be required for or in connection with the sale of the Memorial Behavioral Health Assets to Purchaser; and (e) authorizing and directing the President/Chief Executive Officer, the Chief Operating Officer-Operations and the Chief Financial Officer of Memorial to execute and deliver the Asset Purchase Agreement, the Ancillary Agreements, the Lease Agreement and all other agreements and documents as may be required for or in connection with the sale of the Memorial Behavioral Health Assets to Purchaser, subject to and following the approval of the Board of Supervisors of Harrison County and the City Council of the City of Gulfport.

17. The City Council has reviewed, considered and discussed the Asset Purchase Agreement, the Ancillary Agreements and the Lease Agreement, and determined that they represent and reflect the terms of the highest and best proposal submitted by UHS in response to the RFP for the sale of the Memorial Behavioral Health Assets.

18. The City Council has determined that it is in the best interests of the citizens and residents served by Memorial for the Board of Trustees, on behalf of Memorial and the County, to approve, execute and deliver the Asset Purchase Agreement, the Ancillary Agreements and the Lease Agreement.

19. The City Council has further determined that through such sale and conveyance, the Memorial Behavioral Health Assets will continue to operate in a manner safeguarding community health interests and enhancing and promoting the public health and general welfare of the citizens and residents served by Memorial.

20. The City Council approves the Asset Purchase Agreement, the Ancillary Agreements and the Lease Agreement, and authorizes the Board of Trustees and Memorial (a) to execute and deliver those agreements, (b) to execute and deliver such other agreements, documents, certificates, applications and instruments required for or in connection with the sale of the Memorial Behavioral Health Assets to the Purchaser, and (c) to take any and all other actions that may be required for or in connection with the sale of the Memorial Behavioral Health Assets to the Purchaser.

21. The City Council proposes to enter into, execute and deliver a Bill of Sale Agreement to the Purchaser (the "Bill of Sale").

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gulfport, Mississippi, as follows:

SECTION 1. The sale of the Memorial Behavioral Health Assets to TBD Acquisition II, LLC, an affiliate of Universal Health Services, Inc., is hereby approved.

SECTION 2. The Asset Purchase Agreement and the Ancillary Agreements are hereby approved, and the Board of Trustees and Memorial are hereby authorized and directed to execute and deliver the Asset Purchase Agreement and the Ancillary Agreements for and on behalf of the City in substantially the following form with such completions, changes, insertions and modifications as shall be approved by the officers of the City and/or the officers of Memorial executing and delivering the same, the execution thereof by such officers to be conclusive evidence of such approval.

ASSET PURCHASE AGREEMENT
AND
ANCILLARY AGREEMENTS

SECTION 3. The Lease Agreement is hereby approved, and the Board of Trustees and Memorial are hereby authorized and directed to execute and deliver the Lease Agreement in substantially the following form with such completions, changes, insertions and modifications as shall be approved by the Mayor, the officers of the City and/or the officers of Memorial executing and delivering the same, the execution thereof by such officers to be conclusive evidence of such approval.

LEASE AGREEMENT

SECTION 4. The Bill of Sale Agreement is hereby approved, and the President and the Clerk of the City Council and the Mayor of the City of Gulfport are hereby authorized and directed to execute and deliver the Bill of Sale Agreement under the seal of the City for and on behalf of the City in substantially the following form with such completions, changes, insertions and modifications as shall be approved by the Mayor and/or the officers of the City executing and delivery the same, the execution thereof by such officers to be conclusive evidence of such approval.

BILL OF SALE AGREEMENT

SECTION 5. The City Council hereby approves and authorizes the Board of Trustees and Memorial to execute and deliver such other agreements, documents, certificates, applications and instruments required for or in connection with the sale of the Memorial Behavioral Health Assets to the Purchaser, and to take any and all other actions that may be required for or in connection with the sale of the Memorial Behavioral Health Assets to the Purchaser.

SECTION 6. The City Council hereby approves and authorizes the President and the Clerk of the City Council and the Mayor of the City of Gulfport, Mississippi, to execute and deliver any and all other documents which are required for or in connection with the sale of the Memorial Behavioral Health Assets to the Purchaser.

SECTION 7. The City Council hereby authorizes, approves and directs that the Cash Consideration, as defined in the Asset Purchase Agreement and to be paid by the Purchaser for the Memorial Behavioral Health Assets, be deposited into the bank account established by Memorial in the name of Memorial, as previously authorized by the City Council, and that the Cash Consideration be used by Memorial for purposes related to the establishment, operation or maintenance of Memorial, and to enhance and improve Memorial's health care facilities and services, which will significantly benefit the health and welfare of the citizens of Memorial's service area.

SECTION 8. All prior orders, resolutions or proceedings in conflict with the provisions of this Resolution shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. This Resolution shall become effective immediately upon adoption.

The above and foregoing Resolution, after having been first reduced to writing and ready 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 Resolution adopted this the 21st day of November, 2017.

(SEAL)

ATTEST:

ADOPTED:

Ronda S. Cole, Clerk of Council

F. B. "Rusty" Walker, IV, President

The above and foregoing Resolution was submitted to and approved by the Mayor of the City of Gulfport, Mississippi, this the 21st day of November, 2017.

APPROVED:

Billy Hewes, Mayor

CERTIFICATE

The undersigned Clerk of the Council of the City of Gulfport, Mississippi, hereby certifies that the above and foregoing Resolution was duly adopted by the City Council of the City of Gulfport, Mississippi, at a duly and legally called and convened meeting of said City Council on the 21st day of November, 2017, and that the Resolution, as stated, remains in full force and effect and is part of the permanent Minutes of the meeting of the City Council of the City of Gulfport, Mississippi.

SO CERTIFIED, this the ____ day of November, 2017.

CLERK OF THE CITY COUNCIL

RESOLUTION OF THE BOARD OF TRUSTEES OF MEMORIAL HOSPITAL AT GULFPORT

The Board of Trustees of Memorial Hospital at Gulfport ("Memorial") took up for consideration matters related to the sale of Memorial's inpatient and outpatient behavioral health facilities and services, the real estate with respect to such facilities, and specific related assets ("Memorial Behavioral Health Assets"). After a discussion of the subject, Trustee Thad Carter offered and moved the adoption of the following Resolution:

RESOLUTION APPROVING THE SALE OF THE MEMORIAL BEHAVIORAL HEALTH ASSETS AND RELATED AGREEMENTS, SUBJECT TO THE APPROVAL OF THE BOARD OF SUPERVISORS OF HARRISON COUNTY AND THE CITY COUNCIL OF GULFPORT, AND FOR RELATED PURPOSES.

WHEREAS, the Board of Trustees of Memorial Hospital at Gulfport ("Board of Trustees") hereby finds, determines, adjudicates and declares as follows:

1. Memorial is currently governed by the Board of Trustees in accordance with the provisions of Sections 41-13-10, *et seq.* of the Mississippi Code of 1972, as amended (the "Act"), and operates the Memorial Behavioral Health Assets.

2. The City of Gulfport (the "City") and the Gulfport-West Harrison County Hospital District, a subdivision of Harrison County (the "County") are the joint owners of Memorial.

3. The Board of Supervisors of the County ("Board of Supervisors"), for and on behalf of the Gulfport-West Harrison County Hospital District, and the City Council of the City (the "City Council"), for and on behalf of the City of Gulfport, have conducted a process for the sale of the Memorial Behavioral Health Assets, in accordance with Sections 41-13-15(7) – 41-13-15(10) of the Act.

4. On March 6, 2017, the Board of Supervisors adopted a Resolution finding and declaring that the proposal submitted by Universal Health Services, Inc. ("UHS") in response to the Request for Proposals ("RFP") for the sale of the Memorial Behavioral Health Assets was the highest and best proposal submitted in response to the RFP. The Resolution further authorized the Board of Trustees and Memorial, on behalf of the Board of Supervisors, to (a) negotiate and prepare with UHS the purchase agreement and such other agreements and instruments needed to accomplish the sale of the Memorial Behavioral Health Assets, subject to the review and approval of the Board of Supervisors, and (b) establish a bank account in the name of Memorial, into which the cash proceeds of the sale of the Memorial Behavioral Health Assets shall be deposited, and which cash proceeds shall be used by Memorial to enhance and improve Memorial's health care facilities and services, which will significantly benefit the health and welfare of the citizens of the Hospital's service area.

5. On March 7, 2017, the City Council adopted a Resolution finding and declaring that the proposal submitted by UHS in response to the RFP for the sale of the Memorial

Behavioral Health Assets was the highest and best proposal submitted in response to the RFP. The Resolution further authorized the Board of Trustees and Memorial, on behalf of the City Council, to (a) negotiate and prepare with UHS the purchase agreement and such other agreements and instruments needed to accomplish the sale of the Memorial Behavioral Health Assets, subject to the review and approval of the City Council, and (b) establish a bank account in the name of Memorial, into which the cash proceeds of the sale of the Memorial Behavioral Health Assets shall be deposited, and which cash proceeds shall be used by Memorial to enhance and improve Memorial's health care facilities and services, which will significantly benefit the health and welfare of the citizens of the Hospital's service area.

6. Memorial and UHS have negotiated, prepared and agreed to the terms of an Asset Purchase Agreement by and among TBD Acquisition II, LLC, a Delaware limited liability company and affiliate of UHS (the "Purchaser"), UHS and Memorial (the "Asset Purchase Agreement"). The Asset Purchase Agreement is attached to this Resolution as Exhibit 1, and includes various other agreements, instruments and documents which relate to the sale of the Memorial Behavioral Health Assets and are attached to the Asset Purchase Agreement as exhibits (collectively, the "Ancillary Agreements").

7. Memorial and UHS also have negotiated, prepared and agreed to the terms of a Lease Agreement, pursuant to which Memorial will lease certain space on Memorial's campus to the Purchaser (the "Lease Agreement"). The Lease Agreement is attached to this Resolution as Exhibit 2.

8. Memorial and UHS also have negotiated, prepared and agreed to the terms of an Interim Management Services Agreement (the "Management Agreement"). The Management Agreement is attached to this Resolution as Exhibit 3.

9. Memorial and UHS also have negotiated, prepared and agreed to the terms of a Memorandum of Understanding (the "MOU"). The MOU is attached to this Resolution as Exhibit 4.

10. The Board of Trustees has reviewed, considered and discussed the Asset Purchase Agreement, the Ancillary Agreements and the Lease Agreement, and determined that they represent and reflect the terms of the highest and best proposal submitted by UHS in response to the RFP for the sale of the Memorial Behavioral Health Assets.

11. The Board of Trustees has determined that it is in the best interests of the citizens and residents served by Memorial for the Board of Trustees, on behalf of Memorial, to approve and enter into the Asset Purchase Agreement, the Ancillary Agreements and the Lease Agreement, subject to and contingent upon the review and approval of those agreements by the Board of Supervisors and the City Council.

12. The Board of Trustees has determined that it is in the best interests of the citizens and residents served by Memorial to approve and enter into the Management Agreement and the MOU, subject to and contingent upon the approval of the Asset Purchase Agreement, the Ancillary Agreements and the Lease Agreement by the Board of Supervisors and the City Council.

13. The Board of Trustees has further determined that through such sale and conveyance, the Memorial Behavioral Health Assets will continue to operate in a manner safeguarding community health interests and enhancing and promoting the public health and general welfare of the citizens and residents served by Memorial.

14. The Board of Trustees further recommends and requests that the Board of Supervisors and the City Council approve the Asset Purchase Agreement, the Ancillary Agreements and the Lease Agreement, and authorize the Board of Trustees and Memorial (a) to execute and deliver those agreements, (b) to execute and deliver such other agreements, documents, certificates, applications and instruments required for or in connection with the sale of the Memorial Behavioral Health Assets to the Purchaser, and (c) to take any and all other actions that may be required for or in connection with the sale of the Memorial Behavioral Health Assets to the Purchaser.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Memorial Hospital at Gulfport as follows:

SECTION 1. The Board of Trustees hereby approves the Asset Purchase Agreement, the Ancillary Agreements, the Lease Agreement, the Management Agreement and the MOU attached to this Resolution.

SECTION 2. The Board of Trustees recommends and requests that the Board of Supervisors and the City Council approve the Asset Purchase Agreement, the Ancillary Agreements and the Lease Agreement, and authorize the Board of Trustees and Memorial (a) to execute and deliver those agreements, (b) to execute and deliver such other agreements, documents, certificates, applications and instruments required for or in connection with the sale of the Memorial Behavioral Health Assets to the Purchaser, and (c) to take any and all other actions that may be required for or in connection with the sale of the Memorial Behavioral Health Assets to the Purchaser.

SECTION 3. Subject to and contingent upon, and following the approval of the Asset Purchase Agreement, the Ancillary Agreements and the Lease Agreement by the Board of Supervisors and the City Council, the Board of Trustees hereby authorizes and directs the President/Chief Executive Officer, the Chief Operating Officer-Operations and the Chief Financial Officer to execute and deliver the Asset Purchase Agreement, the Ancillary Agreements, the Lease Agreement, the Management Agreement and the MOU, in substantially the forms attached to this Resolution, with such completions, changes, insertions and modifications as shall be approved by the officers of Memorial executing and delivering the same, the execution thereof by such officers to be conclusive evidence of such approval, together with any and all other agreements, documents, certificates, applications and instruments as may be required for or in connection with the sale of the Memorial Behavioral Health Assets to the Purchaser, and/or as may be required in order to accomplish the intent of this Board of Trustees as expressed herein and in order to comply with and perform the obligations and commitments of this Board of Trustees as set forth in the Asset Purchase Agreement, the Ancillary Agreements, the Lease Agreement, the Management Agreement, and/or the MOU.

SECTION 4. Subject to and contingent upon, and following the approval of the Asset Purchase Agreement, the Ancillary Agreements and the Lease Agreement by the Board of

Supervisors and the City Council, the Board of Trustees further authorizes and directs the President/Chief Executive Officer, the Chief Operating Officer-Operations, and the Chief Financial Officer of Memorial to execute and deliver any and all agreements, documents, certificates, applications and instruments as may be required for or in connection with the sale of the Memorial Behavioral Health Assets to the Purchaser, and/or as may be required in order to accomplish the intent of this Board of Trustees as expressed herein and in order to comply with and perform the obligations and commitments of this Board of Trustees as set forth in the Asset Purchase Agreement, the Ancillary Agreements, the Lease Agreement, the Management Agreement, and/or the MOU.

SECTION 5. This Resolution shall become effective immediately upon adoption.

Trustee Butch Oustalet seconded the Motion to adopt the foregoing Resolution, and the question being put to a roll call vote, the result was as follows:

Carrolyn R. Hamilton	Voted: <u>Aye</u>
Linda Sherman	Voted: <u>Aye</u>
Dr. Thad Carter	Voted: <u>Aye</u>
A.J.M. Oustalet, III	Voted: <u>Aye</u>
Gary Fredericks	Voted: <u>Aye</u>
Carlos Bell	Voted: <u>Aye</u>
David White	Voted: <u>Aye</u>

The Motion having received the affirmative vote of the members present, the Chairman of the Board of Trustees declared the Motion carried and the Resolution adopted, on this the 13th day of November, 2017.

CERTIFICATE

The undersigned Secretary of the Board of Trustees of Memorial Hospital at Gulfport hereby certifies that the above and foregoing Resolution was duly adopted by the Board of Trustees of Memorial Hospital at Gulfport at a duly and legally called and convened meeting of said Board on the 13th day of November, 2017, and that the Resolution, as stated, remains in full force and effect and is part of the permanent Minutes of the meeting of the Board of Trustees of Memorial Hospital at Gulfport.

SO CERTIFIED, this the 13 day of November, 2017.



SECRETARY, BOARD OF TRUSTEES

ASSET PURCHASE AGREEMENT
AND
ANCILLARY AGREEMENTS

ASSET PURCHASE AGREEMENT
DATED AS OF [_____] , 2017
BETWEEN
TBD ACQUISITION II, LLC,
UNIVERSAL HEALTH SERVICES, INC.
AND
MEMORIAL HOSPITAL AT GULFPORT

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ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (this "Agreement") is made and entered into as of [_____, 2017] by and between **TBD Acquisition II, LLC**, a Delaware limited liability company (the "**Purchaser**"), **Universal Health Services, Inc.**, a Delaware corporation (the "**Guarantor**") and **Memorial Hospital at Gulfport**, a not for profit community hospital organized and existing under the laws of the State of Mississippi (the "**Seller**"). The Purchaser, the Guarantor and the Seller are collectively referred to herein as the "**Parties**." Capitalized terms used herein are defined in Article XI.

RECITALS

WHEREAS, Purchaser and its Affiliates collectively operate 294 behavioral health facilities in the United States, the United Kingdom, Puerto Rico, and the U.S. Virgin Islands, implementing a philosophy of caring for patients with kindness, dignity and respect, while providing a supportive environment and treatment to help them heal;

WHEREAS, the Seller is engaged in the business of owning and operating inpatient and outpatient behavioral health facilities, including the Inpatient Facility and Outpatient Facilities (collectively, the "**Facilities**"), owning real property with respect to such facilities, and providing services in support thereof (collectively, the "**Business**"), as well as an acute care healthcare facility; and

WHEREAS, the Parties desire to consummate a transaction in which the Purchaser or its designees will purchase, and the Seller will sell, certain assets used in the operation of the Facilities and the Business, all on the terms and conditions set forth in this Agreement.

AGREEMENTS

NOW THEREFORE, in consideration of the premises, covenants, representations and warranties hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which hereby are acknowledged, the Parties agree as follows:

ARTICLE I

PURCHASE OF THE PURCHASED ASSETS; ASSUMPTION OF ASSUMED LIABILITIES

1.1 Purchase of the Purchased Assets. On the terms and subject to the conditions in this Agreement, effective as of the Closing, the Purchaser will, directly or, in its discretion, through one or more of the Purchaser-Affiliated Entities, purchase from the Seller, and the Seller will sell to the Purchaser (or, as it directs, the Purchaser-Affiliated Entities), free and clear of all Encumbrances other than Permitted Encumbrances, for the consideration specified in Section 1.4, title and interest in and to the following (the "**Purchased Assets**") as described (specifically excluding the Excluded Assets described below):

- (a) tangible personal property owned by or leased to the Seller and used in the Business (including all Inventory and Equipment) to the extent specifically listed on Schedule 1.1(a), subject to modification in the ordinary course of business;
- (b) the Owned Real Estate;
- (c) Intellectual Property Assets of the Seller, as set forth on Schedule 1.1(c);
- (d) the Acquired Contracts;

(e) copies of current patient lists, and medical records of the current patients of the Business, including, without limitation, clinical medical records, in paper format to the extent legally Transferrable;

(f) claims and rights (and benefits arising therefrom) with or against all Persons covering any Inventory, Equipment or services rendered by or on behalf of the Seller relating to the Business that are included in the Purchased Assets, including all rights against suppliers under warranties (to the extent not subject to an indemnification claim asserted by the Purchaser);

(g) Permits and all rights thereunder with respect to the Business, to the extent legally Transferrable; and

(h) all insurance benefits, including rights, claims and proceeds related to or arising from the Purchased Assets or the Assumed Liabilities from and after the Closing Date.

(i) copies of all books and records, including payroll records, employee benefit records, employee manuals, insurance records, inventory records, maintenance records and asset history records, and copies of all books of original entry and Occupational Safety and Health Administration and Environmental Protection Agency files to the extent related to the Business;

The Seller will Transfer the Purchased Assets to the Purchaser or the Purchaser-Affiliated Entities, as directed by the Purchaser, effective as of the Closing.

1.2 Excluded Assets. Any contrary provision in this Agreement notwithstanding, after the Closing, the Seller will retain the following assets (the "Excluded Assets");

(a) the Seller's Medicare and Medicaid provider numbers and all associated National Provider Identifiers;

(b) the Seller's general ledgers, minute books, and income Tax Returns;

(c) all bank and deposit accounts, including lock boxes to which the Seller's account debtors remit payment and all rights to receive funds swept from the Seller's lock box accounts that are attributable to Seller's Receivables;

(d) Seller's Receivables;

(e) all Contracts other than the Acquired Contracts;

(f) Cash Equivalents;

(g) all Employee Benefit Plans;

(h) all proceeds from insurance policies payable or paid to the Seller to the extent such amounts reimburse the Seller for amounts previously expended to repair or replace the Purchased Assets;

(i) all claims and rights (and benefits arising therefrom) that relate to any Liability other than the Assumed Liabilities;

(j) all rights (including Tax and other refunds and claims thereto) relating to the Excluded Liabilities;

(k) all rights (including those in and to deposits, prepaid expenses, rebates and the like) relating to the assets described in Section 1.2(a)-(j);

(l) all records relating to the Excluded Assets or the Excluded Liabilities and all other records that the Seller is required under applicable Law to maintain in its possession;

(m) all of the Seller's rights under this Agreement; and

(n) any asset not specifically listed as a Purchased Asset.

1.3 Liabilities. On the terms and subject to the conditions in this Agreement and the Assignment and Assumption Agreements, effective as of the Closing, the Purchaser will assume and agree to discharge and perform when due all Liabilities arising after the Closing under the executory portion of the Acquired Contracts, but only to the extent such Liabilities relate exclusively to events occurring and/or actions taken or not taken by the Purchaser and the Purchaser-Affiliated Entities after the Closing (collectively, the "Assumed Liabilities"). Other than the Assumed Liabilities, none of the Purchaser and the Purchaser-Affiliated Entities will assume, or otherwise be responsible for or bear the economic burden of, any Liabilities of the Seller, including Liabilities for (a) the Seller's Employee Benefit Plans (including accrued but unused and unpaid vacation pay, paid time off and extended illness benefits payable under the Seller's Employee Benefit Plans), (b) Taxes, including any Taxes of the Seller for which the Purchaser may have liability under any jurisdiction's successor liability rules (except for Taxes to the extent imposed on the Purchaser with respect to operations of the Business after the Closing Date), (c) Seller's Indebtedness, (d) violations of or obligations under Law, (e) overpayments by Third-Party Payors in respect of services provided before the Closing and (f) any other Liability, claim or obligation that is not an Assumed Liability (the "Excluded Liabilities"). The Seller will remain responsible for, and will discharge and perform in full when due, all of the Excluded Liabilities.

1.4 Purchase Consideration. The aggregate purchase consideration to be paid for the Purchased Assets (the "Purchase Consideration") is:

(a) an amount of cash (the "Cash Consideration") equal to Fifteen Million Three Hundred Sixty Thousand and 00/100 U.S. Dollars (\$15,360,000.00), which includes Nine Million Two Hundred Thousand and 00/100 U.S. Dollars (\$9,200,000.00) for the Owned Real Estate, and Six Million One Hundred Sixty Thousand and 00/100 U.S. Dollars (\$6,160,000.00) for the remaining Purchased Assets; (1) plus Thirty-Four Thousand Six Hundred Fifty and 00/100 Dollars (\$34,650.00) as an estimated value of the Inventory, including the Pharmaceutical Inventory (the "Estimated Inventory Amount"), as adjusted after the Closing in accordance with Section 1.4(c); and (2) plus One Thousand Six Hundred Eighty-Three and 56/100 Dollars (\$1,683.56) as an estimated value of the Prepaid Items Amount as set forth in Schedule 1 ("Estimated Prepaid Items"), as adjusted after Closing in accordance with Section 1.4(c); and

(b) the Purchaser's assumption of the Assumed Liabilities.

(c) Within thirty (30) days after the Closing, (i) Purchaser and Seller, at the sole cost and expense of Purchaser, shall jointly conduct a physical count of the Inventory on hand as of such date and shall jointly prepare and agree on a schedule thereof indicating the Inventory Amount as of the Closing Date (the "Inventory Amount Schedule"), and (ii) Seller shall prepare an update to Schedule 1 that sets forth the Prepaid Items Amount as of the Closing Date. The "Inventory Amount" means the amount reflected on the Inventory Amount Schedule and is an amount equal to the cost for each item of Inventory to be purchased by Purchaser. If the Inventory Amount is greater than the Estimated Inventory Amount, Purchaser shall pay to Seller the difference within fifteen (15) days after delivery of

the Inventory Amount Schedule. If the Inventory Amount is less than the Estimated Inventory Amount, Seller shall pay to Purchaser the difference within fifteen (15) days after delivery of the Inventory Amount Schedule. If the Prepaid Items Amount is greater than the Estimated Prepaid Items Amount, Purchaser shall pay to Seller the difference within fifteen (15) days after delivery of the update to Schedule 1. If the Prepaid Items Amount is less than the Estimated Prepaid Items Amount, Seller shall pay to Purchaser the difference within fifteen (15) days after delivery of the update to Schedule 1. If Purchaser and Seller disagree with the Inventory Amount Schedule or the update to Schedule 1, Purchaser and Seller shall make a good faith effort to resolve the dispute. If Purchaser and Seller are unable to resolve their differences for fifteen (15) days after the counterparty has been notified of the dispute, then any remaining disputed issues shall be submitted to the Arbitrating Accountant, who shall resolve the disagreement in a final binding manner. The cost of such Arbitrating Accountant shall be borne equally by Seller and Purchaser. Seller and Purchaser and their Affiliates shall report, act, and file Tax Returns (including, but not limited to Internal Revenue Service Form 8594) in all respects and for all purposes consistent with such schedule.

1.5 Allocation of Purchase Consideration. For federal income Tax purposes (and, where applicable, state and local income Tax purposes), the Parties will treat the acquisition of the Purchased Assets as a sale by the Seller of the Purchased Assets to the Purchaser in exchange for the Purchase Consideration. The Purchase Consideration will be allocated for income Tax purposes among the Purchased Assets in a manner consistent with Code §1060 and treasury regulations thereunder (and any similar provision of state, local or foreign law, as appropriate). Within thirty (30) days of the Closing Date, the Purchaser shall provide the Seller an allocation schedule (the "Purchase Consideration Allocation"), which shall include any additional amounts paid under Section 1.4(c), as applicable. Seller shall, within thirty (30) days after receipt of the initial determination of the Purchase Consideration Allocation by Purchaser, notify Purchaser if Seller disagrees with such initial determination, and if Seller does not so notify Purchaser within such thirty (30) days, the initial Purchase Consideration Allocation shall be final and binding on the Parties. If Seller disagrees with such initial Purchase Consideration Allocation, Purchaser and Seller shall make a good faith effort to resolve the dispute. If Purchaser and Seller have been unable to resolve their differences within fifteen (15) days after Purchaser has been notified of Seller's disagreement with the initial Purchase Consideration Allocation, then any remaining disputed issues shall be submitted to the Arbitrating Accountant, who shall resolve the disagreement in a final binding manner. The cost of such Arbitrating Accountant shall be borne equally by Seller and Purchaser. Seller and Purchaser and their Affiliates shall report, act, and file Tax Returns (including amended returns and claims for refunds and including, but not limited to Internal Revenue Service Form 8594) and information reports in all respects and for all purposes consistent with the Purchase Consideration Allocation.

1.6 Payment of the Cash Consideration. At Closing, the Cash Consideration will be paid as follows:

(a) the Purchaser will pay the amount required to discharge in full at the Closing, all Indebtedness identified on Schedule 1.6(a) as required to be paid in full on or before the Closing by wire transfer of immediately available funds in accordance with the payoff letters and instructions provided pursuant to Section 2.4(f);

(b) the Purchaser will pay the amount required to discharge in full at the Closing all Transaction Expenses that have not been paid as of the Closing by wire transfer of immediately available funds in accordance with the payment letters and instructions provided by the Seller by written notice delivered to the Purchaser at least three (3) Business Days before the Closing Date;

(c) the Purchaser will pay the remainder of the Cash Consideration (which, for purposes of clarity, is net of the amounts paid pursuant to Section 1.6(a) and Section 1.6(b)) to the Seller by wire transfer of immediately available funds to the bank account specified by the Seller by written notice delivered to the Purchaser at least three (3) Business Days before the Closing Date; and

The value of the Purchased Assets has been determined by the valuation firm VMG Health ("Valuation Firm") based on the unaudited financial and statistical information provided by Seller to Purchaser or to the Valuation Firm as of and for fiscal year 2016.

1.7 Straddle Patients.

(a) **Apportionment.** The Parties intend for Seller's Receivables to be billed, collected and retained by the Seller and all of Purchaser's Receivables to be billed, collected and retained by the Purchaser. The Parties desire to address the unique circumstances associated with patients admitted to the Seller's programs related to the Business before the Closing Date who remain in such programs on and following the Closing Date (the "Straddle Patients"). The Parties have agreed to apportion the cash, promissory notes and billings related to Straddle Patients in the manner described in this Section 1.7.

(b) **Definitions.** As used in this Section 1.7, the capitalized terms below shall have the following meanings:

(i) "Allocated Share" shall mean an amount determined by multiplying the Global Fee owed with respect to a Straddle Patient by a fraction, the numerator of which, with respect to the Purchaser, shall be the number of days such Straddle Patient was a patient on and following the Closing Date, and, with respect to the Seller, the number of days such Straddle Patient was a patient before the Closing Date, and the denominator of which shall be the total number of days such Straddle Patient was a patient, before, on and after the Closing Date.

(ii) "Global Fee" shall mean the single fee owed with respect to a Straddle Patient for the full course of such Straddle Patient's treatment lasting more than one day.

(c) **Per-Diem Services.** For services provided to Straddle Patients that are billed on a per-diem basis, the Seller shall bill and collect for such services provided before the Closing Date, and the Purchaser shall bill and collect for such services provided on and after the Closing Date.

(d) **Global Fee Services.** For services billed on a Global Fee basis:

(i) if the Seller historically billed for the Global Fee before the end of any such Straddle Patient's episode of care, then, with respect to such Global Fee, the Seller shall (A) bill and collect such Global Fee, (B) retain the Seller's Allocated Share for such Straddle Patient and (C) promptly remit to the Purchaser the Purchaser's Allocated Share.

(ii) If the Seller historically billed for any such Global Fee upon or after the end of such Straddle Patient's episode of care, then, with respect to such Global Fee, the Purchaser shall (A) bill and collect such Global Fee, (B) retain the Purchaser's Allocated Share for such Straddle Patient and (C) promptly remit to the Seller the Seller's Allocated Share.

(e) **Purchaser's Straddle Patient Statement.** Within sixty (60) calendar days after the Closing Date, the Purchaser will prepare and deliver to the Seller (i) a statement (the "Purchaser's Straddle Patient Statement") setting forth in reasonable detail the Purchaser's good faith calculation of all Global Fees billed by each Party for Straddle Patients, each Party's Allocated Share, and any shortfall

owed from one Party to another based on each Party's Allocated Share and payments previously made by each Party to the other pursuant to Section 1.7(d) (each, a "Straddle Patient Shortfall") and (ii) copies of all working papers and other documents and data used by the Purchaser to calculate such amounts.

(f) **Disputes Regarding the Straddle Patient Calculations.**

(i) **Notice of Dispute.** The Seller will have from the date on which the Purchaser delivers the Purchaser's Straddle Patient Statement (the "Straddle Patient Statement Delivery Date") until 5:00 P.M. Central time on the date that is fifteen (15) calendar days after the Straddle Patient Statement Delivery Date (the "Straddle Patient Dispute Period") to dispute any elements of or amounts reflected in the Purchaser's calculation of the Global Fees, Allocated Shares or Straddle Patient Shortfalls (a "Straddle Patient Dispute"). If the Seller does not give written notice of a Straddle Patient Dispute, setting forth in reasonable detail the elements and amounts with which the Seller disagrees (a "Straddle Patient Dispute Notice"), to the Purchaser within the Straddle Patient Dispute Period, then the Seller will be deemed to have accepted and agreed to the Purchaser's calculation of the Global Fees, Allocated Shares and Straddle Patient Shortfalls as stated in the Purchaser's Straddle Patient Statement, and such calculation of the Global Fees, Allocated Shares and Straddle Patient Shortfalls will be final and bind the Parties. If the Seller delivers a Straddle Patient Dispute Notice to the Purchaser within the Straddle Patient Dispute Period, then the Purchaser and the Seller will attempt to resolve the Straddle Patient Dispute in good faith and agree in writing upon the final amount of the Global Fees, Allocated Shares and Straddle Patient Shortfalls within thirty (30) calendar days after the Purchaser's receipt of a Straddle Patient Dispute Notice.

(ii) **Arbitrating Accountant.** If the Purchaser and the Seller are unable to resolve the Straddle Patient Dispute within thirty (30) calendar days after the Purchaser's receipt of a Straddle Patient Dispute Notice, then the Purchaser and the Seller jointly will engage the Arbitrating Accountant to arbitrate the Straddle Patient Dispute. The Arbitrating Accountant only may review the Global Fee, Allocated Share and Straddle Patient Shortfall items and calculations that are in dispute and resolve the Straddle Patient Dispute in accordance with the requirements of this Section 1.7(f).

(iii) **Dispute Resolution Mechanics.** In connection with the resolution of a Straddle Patient Dispute, the Arbitrating Accountant will allow the Purchaser and the Seller to present their respective positions regarding each Global Fee, Allocated Share and Straddle Patient Shortfall item and calculation that is in dispute. The Arbitrating Accountant may, in its discretion, conduct a conference concerning the Straddle Patient Dispute, at which conference the Purchaser and the Seller may present additional documents, materials and other information and have present their respective advisors, counsel and accountants. Except as reasonably required by the Arbitrating Accountant in connection with the resolution of a Straddle Patient Dispute, there may be no other hearings or oral examinations, testimony, discovery or other similar proceedings. The Parties will make available to each other and the Arbitrating Accountant all relevant documents, books, records, work papers, facilities, personnel and other information that the Arbitrating Accountant reasonably requests to review the calculations of the Global Fees, Allocated Shares or Straddle Patient Shortfalls presented by the Purchaser and the Seller and resolve the Straddle Patient Dispute.

(iv) **Resolution of Dispute.** As promptly as possible, and in any event within thirty (30) calendar days after the date of its appointment, the Arbitrating Accountant will render its decision on the Straddle Patient Dispute in writing to the Purchaser and the Seller, reflecting its decision with respect to each disputed Global Fee, Allocated Share and Straddle Patient Shortfall item and calculation. In rendering its decision, the Arbitrating Accountant may not assign a value to any item that exceeds the greater of the value asserted in good faith by the Purchaser and the value asserted in good

faith by the Seller or that is less than the lesser of the value asserted in good faith by the Purchaser and the value asserted in good faith by the Seller. The Arbitrating Accountant's determination may be based on its independent review, or on the presentations by the Purchaser and the Seller or their respective representatives. The Arbitrating Accountant's calculation of the Global Fees, Allocated Shares and Straddle Patient Shortfalls will, except in the event of fraud or to the extent of any mathematical error, be final and bind the Parties and judgment may be entered on the award. The Party whose estimate of the Global Fees, Allocated Shares and Straddle Patient Shortfalls submitted to the Arbitrating Accountant is farther away from the amount of Global Fees, Allocated Shares and Straddle Patient Shortfalls as finally determined by the Arbitrating Accountant will be responsible to pay all of the Arbitrating Accountant's fees and expenses and the other Party's expenses unless the final calculation of Global Fees, Allocated Shares and Straddle Patient Shortfalls is within ten percent (10%) of the values asserted by the Purchaser and the Seller, in which case the Purchaser and the Seller will each be responsible to pay one half of the Arbitrating Accountant's fees and expenses, and the Parties will otherwise pay their own respective expenses.

(g) **Payment of Straddle Patient Shortfalls.** Within three (3) Business Days of final determination of the Global Fees, Allocated Shares and Straddle Patient Shortfalls in accordance with this Agreement, payments will be made as follows:

(i) the Purchaser will promptly pay to the Seller any Straddle Patient Shortfall owed to the Seller; and

(ii) the Seller will promptly pay to Purchaser any Straddle Patient Shortfall owed to the Purchaser.

ARTICLE II CLOSING; CLOSING DELIVERIES

2.1 Time and Place of Closing. Consummation of the Contemplated Transactions (the "Closing") will occur remotely on the second Business Day after the satisfaction or waiver of all conditions in Section 2.2 and Section 2.3 (other than conditions with respect to actions that the respective Parties will take at the Closing) or such other date as the Parties mutually determine (the "Closing Date") through the exchange of electronic copies, with originals exchanged among the Parties promptly after the Closing. The Closing will be effective as of 12:01 A.M. Eastern time on the Closing Date.

2.2 Conditions to Closing Obligations of the Seller. The obligations of the Seller to consummate the Contemplated Transactions are subject to the fulfillment, before or at the Closing, of the following conditions:

(a) **Deliveries of the Purchaser Made.** The Purchaser has delivered all of the agreements, documents and instruments required under Section 2.5 to be delivered by the Purchaser and its Affiliates before or at the Closing.

(b) **Representations and Warranties Accurate.** All of the representations and warranties in Article V were accurate as of the date of this Agreement in all material respects, and all of the representations and warranties in Article V are accurate as of the Closing in all material respects as if made at the Closing; *provided, however, that* any representation or warranty in Article V that is expressly limited by its terms to another date is accurate as of that date in all material respects.

(c) **Obligations of the Purchaser Performed.** The Purchaser has duly performed, complied with and fulfilled all of the obligations, covenants and conditions under the Transaction

Documents to which the Purchaser is party that are to be performed, complied with and fulfilled by the Purchaser before or at the Closing in all material respects.

(d) **No Legal Proceedings.** There is no pending or threatened Law, Order or suit, action or proceeding against any Party or Affiliate of any Party (a) involving any challenge to, or seeking Damages or other relief in connection with, the Contemplated Transactions or (b) that may otherwise prevent, delay, make illegal, impose limitations or conditions on or otherwise interfere with consummation of the Contemplated Transactions, which Law, Order or suit, in the reasonable opinion of Seller, may result in a decision, ruling or finding that individually or in the aggregate has or would reasonably be expected to (i) adversely affect the validity or enforceability of this Agreement, or (ii) materially impair the ability of Seller to perform its obligations under this Agreement; and (c) neither the Justice Department, the Federal Trade Commission, any other state or federal Governmental Authority nor the Attorney General of the United States or any State shall have (i) requested, orally or in writing, that the Closing be delayed or postponed, or (ii) threatened, orally or in writing, an action, suit, investigation or proceeding described above.

(e) **CHOW Filing and Consent.** The Seller shall have filed a change of ownership notification with the Mississippi State Department of Health (the "Department") in accordance with applicable Law (the "CHOW"), to notify the Department of the Contemplated Transactions and shall have received final approval from the Department of the change of ownership of the Business as contemplated hereby.

2.3 Conditions to Closing Obligations of the Purchaser. The obligations of the Purchaser to consummate the Contemplated Transactions is subject to the fulfillment, before or at the Closing, of the following conditions:

(a) **Deliveries of the Seller Made.** The Seller has delivered all of the agreements, documents and instruments required under Section 2.4 to be delivered by the Seller before or at the Closing.

(b) **Representations and Warranties Accurate.** All of the representations and warranties in Article III were accurate as of the date of this Agreement in all material respects, and all of the representations and warranties in Article III are accurate as of the Closing in all material respects as if made at the Closing, without giving effect to any Disclosure Schedule Update until after the expiration of the applicable period set forth in Section 6.6(c); *provided, however, that* any representation or warranty in Article III that is expressly limited by its terms to another date is accurate as of that date in all material respects.

(c) **Obligations of the Seller Performed.** The Seller has duly performed, complied with and fulfilled all of the obligations, covenants and conditions under the Transaction Documents to which it is party that are to be performed, complied with and fulfilled by Seller before or at the Closing in all material respects.

(d) **No Legal Proceedings.** There is no pending or threatened Law, Order or suit, action or proceeding against any Party or Affiliate of any Party (a) involving any challenge to, or seeking Damages or other relief in connection with, the Contemplated Transactions or (b) that may otherwise prevent, delay, make illegal, impose limitations or conditions on or otherwise interfere with consummation of the Contemplated Transactions, which Law, Order or suit, in the reasonable opinion of Purchaser, may result in a decision, ruling or finding that individually or in the aggregate has or would reasonably be expected to (i) adversely affect the validity or enforceability of this Agreement, or (ii) materially impair the ability of Purchaser to perform its obligations under this Agreement; and (c) neither

the Justice Department, the Federal Trade Commission, any other state or federal Governmental Authority nor the Attorney General of the United States or any State shall have (i) requested, orally or in writing, that the Closing be delayed or postponed, or (ii) threatened, orally or in writing, an action, suit, investigation or proceeding described above.

(e) **Consents.** The Seller has obtained each of the consents, authorizations, Orders and approvals and properly made each of the filings, registrations and notices, required to be disclosed pursuant to Section 3.4 or Section 3.5 (and each such consent, authorization, Order, approval, filing, registration and notice is in full force and effect as of the Closing Date).

(f) **Managed Care Contracts.** The Purchaser shall have received assignment of, or entered into new, managed care contracts with the counterparties listed on Schedule 2.3(f); provided, however, this closing condition may not be asserted by Purchaser if Purchaser has failed to use its commercially reasonable efforts to cause such condition to be satisfied following the execution of this Agreement.

(g) **No Material Adverse Change.** Since the date of this Agreement, no event has occurred and, as of the Closing Date, no fact, circumstance or condition exists that constitutes a Material Adverse Effect.

(h) **Regulatory Filing and Consent.** The Seller and/or Purchaser, as applicable, shall have filed all necessary notices, applications, and supplemental documentation with all applicable Governmental Authorities in accordance with applicable law, rules, and regulations to effectuate the Contemplated Transactions, including but not limited to substantial completion of applications for billing privileges under Medicare and Mississippi Medicaid, and the satisfaction and receipt of all applicable Certificate of Need requirements and approvals in accordance with applicable Law; provided, however, this closing condition may not be asserted by Purchaser with respect to any such filing or consent if Purchaser has failed to use its commercially reasonable efforts to cause such condition to be satisfied following the execution of this Agreement. In particular, Purchaser shall have filed a Medicare Provider Enrollment application ("Medicare Enrollment Application") with the Centers for Medicare and Medicaid Services' ("CMS") designated Medicare Administrative Contractor for Mississippi, related to Purchaser's post-Closing participation in Medicare with respect to the Purchased Assets, and shall have received confirmation from CMS or its designated representatives, such confirmation to be in a form reasonably sufficient to Purchaser, that the Medicare Enrollment Application is substantially complete such that upon the post-Closing filing of any CMS required evidence that the Closing has been consummated, that CMS' or its designated Medicare Administrative Contractor for Mississippi shall initiate the survey and related processes related to the Medicare Enrollment Application and the Facilities are reasonably likely to satisfy the requirements of such survey; provided, however, this closing condition may not be asserted by Purchaser if Purchaser has failed to use its commercially reasonable efforts to cause such condition to be satisfied following the execution of this Agreement.

2.4 Closing Deliveries of the Seller. At the Closing, the Seller will deliver to the Purchaser:

(a) a bill of sale, assignment and assumption agreement substantially in the form at Exhibit A, executed by the Seller (the "Bill of Sale, Assignment and Assumption Agreement"), executed by the Seller;

(b) a limited power of attorney substantially in the form of Exhibit B (the "Controlled Substance Power of Attorney"), executed by the Seller;

(c) a certificate duly executed by the Seller, certifying the satisfaction of the conditions set forth in Section 2.3(b) and Section 2.3(c);

(d) a Certificate of the Chief Operating Officer of Seller, executed by the Seller's Chief Operating Officer, certifying as true and correct as of the date of this Agreement and as of the Closing Date (i) the incumbency and specimen signature of each officer or similar authorized representative of the Seller executing this Agreement or any other Transaction Document on the Seller's behalf, and (ii) a copy of the resolutions of the Seller's Board of Trustees and, to the extent required by the Seller's Governing Documents or applicable Law, the Harrison County Board of Supervisors and Gulfport City Council, each authorizing the Contemplated Transactions and the Seller's execution, delivery and performance of the Transaction Documents to which the Seller is party;

(e) copies of all consents, authorizations, Orders, approvals, filings, registrations and pre-Closing notices required to be disclosed pursuant to Section 3.4 or Section 3.5;

(f) payoff or partial release letters, issued by the holders of Indebtedness to be paid off at the Closing pursuant to Section 1.6(a) or to be paid, if applicable, in connection with a partial lien release with respect to the Purchased Assets, issued not earlier than fifteen (15) calendar days before the Closing Date, together with wire transfer instructions and the agreement of such Indebtedness holders to release all Encumbrances held by such Persons in the Purchased Assets, and authorizing the filing of UCC-3 termination statements or amendments to collateral and equivalent Encumbrance termination collateral release filings in all applicable non-UCC jurisdictions, upon receipt of the payoff amounts;

(g) evidence of the release of all Encumbrances (other than Permitted Encumbrances) on the Purchased Assets;

(h) certificates of title or origin with respect to all Equipment included in the Purchased Assets for which a certificate of title or origin is required to Transfer title to the Purchaser;

(i) all other separate assignments of any intangible Purchased Assets necessary, proper or advisable to record the Transfer of such Purchased Assets with any applicable Governmental Authority, lessor or other Person with whom such assignments must be filed;

(j) a certificate of non-foreign status pursuant to Treas. Reg. § 1.1445-2(b)(2) for the Seller, duly executed by an officer of the Seller;

(k) such lease assignments, general warranty deeds and other documents or instruments as may be reasonably necessary to Transfer title to the Purchased Assets from the Seller to the Purchaser or Purchaser-Affiliated Entities, as applicable, each in a form reasonably acceptable to the Purchaser, duly executed by the Seller;

(l) a pro forma Title Policy or "marked up" Title Commitment, signed by the Title Company, insuring the Purchaser's or its nominee's good and marketable fee simple title to the subject Owned Real Estate and title to all recorded easements, if any, appurtenant to the subject Owned Real Estate, free and clear of all Encumbrances (including, without limitation, any and all of the Title Company's standard exceptions), other than Permitted Encumbrances, together with payment of the Title Company title search fee, and one-half (1/2) of the escrow and closing fees (other than the Title Policy Premium);

(m) all real property transfer Tax declarations and all affidavits and other documents required by the Title Company in connection with the issuance of the Title Policies;

(n) a Lease Agreement regarding the Owned Real Estate Clinic, substantially in the form of Exhibit C (the "Lease Agreement");

(o) to the extent deemed reasonably necessary by the Parties, a transition services agreement in a form mutually agreeable to the Parties (the "Transition Services Agreement"), executed by the Seller;

(p) an employee leasing agreement in the form of Exhibit D (the "Employee Leasing Agreement"), executed by the Seller; and

(q) without limitation by specific enumeration of the foregoing, all other documents reasonably required by the Purchaser or the Purchaser's lenders from the Seller to consummate the Contemplated Transactions.

2.5 Closing Deliveries of the Purchaser. At the Closing, the Purchaser will deliver to the Seller:

(a) that portion of the Cash Consideration deliverable pursuant to Section 1.6(c);

(b) the Bill of Sale, Assignment and Assumption Agreement, including assignments of Seller's interests in all Leased Real Estate, executed by the Purchaser or the Purchaser-Affiliated Entities, as applicable;

(c) the Controlled Substance Power of Attorney, executed by the Purchaser or the Purchaser-Affiliated Entities, as applicable;

(d) a certificate duly executed by the Purchaser, certifying the satisfaction of the conditions set forth in Section 2.2(b) and Section 2.2(c);

(e) a Secretary's Certificate of the Purchaser and any Purchaser-Affiliated Entity, as applicable, executed by the Purchaser's and any Purchaser-Affiliated Entity's, as applicable, corporate secretary, certifying as true and correct as of the date of this Agreement and as of the Closing Date (i) the incumbency and specimen signature of each officer or similar authorized representative of the Purchaser and any Purchaser-Affiliated Entity, as applicable, executing this Agreement or any other Transaction Documents on the Purchaser's or any Purchaser-Affiliated Entity's behalf, and (ii) a copy of the resolutions of the Purchaser and any Purchaser-Affiliated Entity, as applicable, each authorizing the Contemplated Transactions and the Purchaser's execution, delivery and performance of the Transaction Documents to which the Purchaser and any Purchaser-Affiliated Entity, as applicable, is party;

(f) the Transition Services Agreement, executed by the Purchaser, if applicable;
and

(g) the Employee Leasing Agreement, executed by the Purchaser;

(h) the Lease Agreement, executed by the Parties; and

(i) without limitation by specific enumeration of the foregoing, all other documents reasonably required by the Seller from the Purchaser to consummate the Contemplated Transactions.

ARTICLE III REPRESENTATIONS AND WARRANTIES REGARDING THE SELLER¹

The Seller represents and warrants to the Purchaser that, except as disclosed in the Schedules attached as Exhibit E (the "Disclosure Schedule") (all such exceptions noted in the Disclosure Schedule being numbered to correspond to the applicable Section of this Article III):

3.1 Organization. Seller (i) is a Mississippi public community hospital duly organized, validly existing under the laws of the State of Mississippi; and (ii) has the full power and authority to own or lease and to operate its assets and to conduct its business as currently conducted.

3.2 Power and Authority. The Seller has all necessary power and authority to conduct its business as currently conducted. The Seller has full power and authority to enter into and perform all Transaction Documents to be executed by it pursuant to this Agreement (as to the Seller, the "Seller Documents").

3.3 Enforceability. This Agreement has been duly executed and delivered by the Seller and constitutes a valid and legally binding obligation of the Seller, enforceable against the Seller in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, moratorium and similar generally applicable Laws regarding creditors' rights or by general equity principles. Upon execution and delivery by the Seller, the other Seller Documents will have been duly executed and delivered by the Seller and will constitute valid and legally binding obligations of the Seller, enforceable against the Seller in accordance with their respective terms, except as may be limited by applicable bankruptcy, insolvency, moratorium and similar generally applicable Laws regarding creditors' rights or by general equity principles.

3.4 Consents. Except as set forth in Schedule 3.4, no consent, authorization, Order or approval of, or filing or registration with or notice to, any Governmental Authority, Third-Party Payor, Customer or other Person is required for the Seller's execution and delivery of the Seller Documents or consummation of the Contemplated Transactions.

3.5 No Conflicts. Except as set forth in Schedule 3.5, neither the Seller's execution and delivery of the Seller Documents nor the Seller's consummation of the Contemplated Transactions will conflict with or result in a breach of any provision of the Seller's Governing Documents or any Law or Order to which the Seller is party or by which the Seller is bound. The Seller is neither party to nor bound by any Contract under which (a) the execution, delivery or performance by the Seller of the Transaction Documents or consummation of the Contemplated Transactions will (i) constitute a default, breach or event of acceleration or (ii) amend, or give the counterparty thereto any right to amend, any material right or obligation of the Seller thereunder, or (b) performance by the Seller according to the terms of the Transaction Documents may be prohibited, prevented or delayed.

3.6 Capitalization. The Seller is wholly owned by the City of Gulfport, Mississippi (the "City") and the Gulfport-West Harrison County Hospital District, acting through the Board of Supervisors of Harrison County, Mississippi (the "County"), and as a result, there are no other equity owners of the Seller. Except as contemplated by this Agreement, there are no outstanding subscriptions, options, warrants, rights (including preemptive rights), calls, convertible securities or other agreements or

¹ Note to Draft: Subject to revision upon completion of due diligence review.

commitments relating to the Seller's issued or unissued securities. The Seller is neither party to nor has granted any equity appreciation, participation, phantom equity or similar rights. Except for the Seller's Governing Documents, there are no voting trusts, voting agreements, proxies, equityholder agreements or other agreements that may affect the voting or Transfer of the Seller's equity securities.

3.7 Subsidiaries. Except as set forth in Schedule 3.7, the Seller does not hold or beneficially own any direct or indirect interest (whether it be common or preferred stock, a nonprofit corporate membership, or any comparable ownership interest in any Person that is not a corporation) or any subscriptions, options, warrants, rights calls, convertible securities or other agreements or commitments for any interest in any Person.

3.8 Financial Statements and Records. Schedule 3.8 contains complete and accurate copies of the Seller's profit and loss statements relating to the Business as of and for the year ended September 30, 2016 (the "Financial Statements") and the Seller's profit and loss statements for the ten (10) month period ended on July 31, 2017 relating to the Business (the "Interim Financial Statements"). The Financial Statements and Interim Financial Statements are true and correct, fairly present the Seller's financial position as of such dates and the results of the Seller's operations for such periods, and are the same financial statements, utilizing the same information, used by the Seller to create the Seller's consolidated financial statements for the same periods, *provided, however, that* the Interim Financial Statements are subject to normal year-end adjustments and lack footnote disclosures required by GAAP. The Seller's books, accounts and records, related to the Business, are, and have been, maintained in a manner consistent with the Seller's historical practices and properly reflect all transactions entered into by the Seller.

3.9 Undisclosed Liabilities. The Seller has no material Liabilities or Indebtedness related to the Business except (a) Liabilities and Indebtedness reflected in the Financial Statements or Interim Financial Statements, as applicable, or (b) Liabilities incurred by the Seller after the date of the Interim Financial Statements in the ordinary course of business consistent with historical practices (none of which results from or relates to any material breach of contract, material breach of warranty, tort or material violation of Law) or incurred as Transaction Expenses.

3.10 Material Adverse Changes. Except as set forth in Schedule 3.10, since the date of the latest Financial Statements, the Seller has neither suffered nor, to the Seller's Knowledge, been threatened with any Material Adverse Effect related to the Business.

3.11 Title to Assets. Except as set forth in Schedule 3.11, the Seller has good and marketable title to, or valid leasehold interests in, the Purchased Assets, free and clear of all Encumbrances other than Permitted Encumbrances, other than properties and assets disposed of in the ordinary course of business since the date of the Interim Financial Statements. Except as set forth in Schedule 3.11, no unreleased mortgage, trust deed, chattel mortgage, security agreement, financing statement or other instrument encumbering any Purchased Assets has been recorded, filed, executed or delivered.

3.12 Sufficiency and Condition of Assets. Except as set forth in Schedule 3.12, the Purchased Assets (a) include substantially all of the assets used in the operation of the Business as currently conducted and as currently contemplated by the Seller to be conducted, (b) are the only assets used by the Seller to conduct the Business as currently conducted and as currently contemplated by the Seller to be conducted, and (c) are in good operating condition and repair (normal wear and tear excepted), suitable for the uses intended therefor, free from material defects, and (d) have been maintained in accordance with normal industry practice.

3.13 Inventory. All Inventory consists of items of a quantity and quality historically useable and/or saleable in the ordinary course of business, except for obsolete materials that are of sub-standard quality and have been written down to estimated net realizable value. The Inventory is not excessive, in kind or amount, or slow moving in light of the Business as currently conducted and currently contemplated by the Seller to be conducted. All Inventory is located at the Real Estate or in transit to the Real Estate.

3.14 Equipment. Schedule 3.14 lists all Equipment owned by the Seller and used in the Business, together with the owner, age and book value of each piece of Equipment. The Equipment constitutes all tangible personal property (other than Inventory) reasonably necessary for the Seller to conduct the Business as currently conducted and currently contemplated by the Seller to be conducted. All Equipment is located at the Real Estate or in transit to the Real Estate.

3.15 Insurance. Schedule 3.15 (a) lists all insurance policies or self-insurance programs that are owned or maintained by the Seller or name the Seller as an insured or loss payee and that pertain to the Purchased Assets or the Business, and (b) discloses for each such insurance policy (i) the name and contact information of the agent, (ii) the names of the insurer, policyholder and each covered insured, (iii) the policy number and period of coverage, (iv) the scope (with indication of whether the coverage is on a claims made, occurrence or other basis), (v) the per-claim and aggregate liability limits, (vi) the amount of all applicable deductibles and co-pays, and (vii) any retroactive premium adjustments or other loss-sharing arrangements. All such insurance policies or self-insurance programs are in full force and effect in all material respects, and the Seller has not received notice of termination or non-renewal of any such insurance policies. The Seller has furnished to the Purchaser complete and accurate copies of all such insurance policies and complete and accurate claim history reports for all such insurance policies. Except as disclosed on Schedule 3.15(a), there are no material Third-Party claims or actions pending or, to the Seller's Knowledge, threatened against the Seller for which claims have been or are reasonably likely to be made against any such insurance policy. There is no material claim by the Seller currently pending under any of such policies as to which coverage has been questioned, denied or disputed by the insurers of such policies in any material respect. All premiums payable under all such policies have been paid, and the Seller is otherwise in compliance in all material respects with the terms of such policies.

3.16 Permits.

(a) Schedule 3.16(a) lists and describes all Permits required to conduct the Seller's Business as currently conducted. All such Permits (a) have been issued or given to the Seller and no other Person, and (b) constitute all licenses, Permits, registrations, accreditations, certifications, approvals and agreements and consents that are required for the Seller to conduct the Business as currently conducted and currently contemplated by the Seller to be conducted (including the receipt of reimbursement from Third-Party Payors and related fiscal intermediaries). The Seller is operating and always has operated in material compliance with each such issued Permit. The Seller has furnished to the Purchaser complete and accurate copies of all such issued Permits.

(b) The licensed bed capacity of the Inpatient Facility and the actual bed count operated at the Inpatient Facility is as set forth on Schedule 3.16(b). Within the past five (5) years, the Seller has not applied to reduce the number of licensed or certified beds of the Inpatient Facility or to move or transfer the right to any and all of the licensed or certified beds of the Inpatient Facility to any other location or to amend or otherwise change the Inpatient Facility and/or the number of beds approved by the Department or equivalent agency (or any subdivision) or other applicable state licensing agency. There are no pending proceedings or actions, or, to the Knowledge of Seller, threatened

proceedings or actions pending or contemplated to reduce the number of licensed or certified beds of the Inpatient Facility.

(c) Each health care professional employed or otherwise retained by the Seller to provide services to the Seller relating to the Business has all material licenses, Permits, registrations, accreditations, certifications and approvals required for such Person to perform such Person's duties for the Seller and for the Seller to obtain reimbursement from Third-Party Payors and related fiscal intermediaries with respect to the services provided by such Person on behalf of the Seller, as described on Schedule 3.16(c).

3.17 Complete Disclosure. No statement or representation of Seller in this Agreement or in any Schedule or Exhibit hereto: (a) contains any untrue statement of material fact or (b) omits to state any material fact which is required to make the statements contained herein or therein, in light of the circumstances under which they were made, not misleading.

3.18 Conduct of Business. Since the date of the latest Financial Statements and except as expressly permitted by this Agreement, the Seller has not with respect to the Business:

(a) entered into any Contract involving more than Fifty Thousand and 00/100 U.S. Dollars (\$50,000.00) individually or One Hundred Thousand and 00/100 U.S. Dollars (\$100,000.00) in the aggregate, other than in the ordinary course of business consistent with historical practices;

(b) made or committed to make any capital expenditures in excess of Two Hundred Fifty Thousand and 00/100 U.S. Dollars (\$250,000.00) individually or Five Hundred Thousand and 00/100 U.S. Dollars (\$500,000) in the aggregate;

(c) suffered any casualty, damage, destruction, loss or interruption in use (whether or not covered by insurance) with respect to the Business;

(d) entered into, terminated or modified any employment Contract or collective bargaining Contract with respect to the Business;

(e) increased the compensation payable to any of the Active Personnel, other than in the ordinary course of business not to exceed five percent (5%) per person;

(f) entered into any transaction with any Affiliate (other than transactions in the ordinary course of business consistent with historical practices);,

(g) taken any act or omitted to take any act, or permitted any act or omission to occur, that would cause a material breach by the Seller of any of its Contracts with respect to the Business;

(h) made or suffered any material change in the conduct or nature of the Business;
or

(i) entered into any Contract or other commitment to do any of the foregoing.

3.19 Contracts. Schedule 3.19 lists and describes all Contracts to which the Seller is party with respect to the Business, specifying the name, date and parties to each Contract, and noting whether the Contract is an Acquired Contract, including:

(a) Contracts to which a Referral Source is party;

- (b) Contracts with Third-Party Payors and Customers;
- (c) corporate integrity agreements, settlement and other similar agreements with governmental authorities;
- (d) Contracts pursuant to which any Person provides management services to the Seller or pursuant to which the Seller provides management services to any other Person;
- (e) partnership agreements, joint venture agreements and other Contracts (however named) involving a sharing of profits, losses, costs or liabilities by the Seller and another Person;
- (f) Contracts regarding the employment and engagement of the Seller's employees and independent contractors, including (i) employment, independent contractor and consulting and similar Contracts, (ii) Contracts regarding the settlement or waiver of any employment-related claims; and (iii) Contracts contemplating bonus, severance or similar compensation awards to employees, independent contractors or agents, including any Contracts providing for the payment of any cash or other compensation or benefits upon the consummation of, or in connection with, the Contemplated Transactions;
- (g) Contracts with any labor organization, union or association;
- (h) Contracts with any staffing, leasing, or employment agency or recruiter regarding temporary, leased, or non-permanent labor or employees at the Company;
- (i) Contracts with any of the Seller's directors, or equivalent governing Persons (other than the Seller's Governing Documents);
- (j) Contracts for the purchase or sale of any assets (i) other than in the ordinary course of business consistent with historical practices, (ii) containing contingent payment obligations, or (iii) involving the payment of more than One Hundred Thousand and 00/100 U.S. Dollars (\$100,000.00);
- (k) Contracts affecting the ownership of, title to, use of or any interest in real estate;
- (l) Contracts for the leasing or subleasing (as lessee, sublessee, lessor or sublessor) of personal property or intangibles involving the payment of more than One Hundred Thousand and 00/100 U.S. Dollars (\$100,000.00);
- (m) Contracts restricting in any manner (i) the Seller's right to compete with any other Person, (ii) the Seller's right to sell to or purchase from any other Person, (iii) the right of any other Person to compete with the Seller, or (iv) the ability of such other Person to employ or retain any employee of or independent contractor to the Seller;
- (n) Contracts for borrowed monies (including loan and credit agreements, pledge agreements, notes, security agreements, mortgages, debentures, indentures, factoring agreements and letters of credit) or other Indebtedness;
- (o) guaranties, performance, bid or completion bonds and surety or indemnification agreements;
- (p) Contracts with governmental authorities; and

(q) Contracts not otherwise identified above that either (i) involve consideration in excess of One Hundred Thousand and 00/100 U.S. Dollars (\$100,000.00) annually, or (ii) have terms of more than one (1) year and are not terminable by the Seller upon less than thirty (30) calendar days' notice without penalty.

All Acquired Contracts are in full force and effect in all material respects and bind the Seller and, to the Seller's Knowledge, the other parties thereto. No material default by the Seller has occurred under any Acquired Contract and, to the Seller's Knowledge, no default by any other party has occurred under any Acquired Contract. No event has occurred or fact, circumstance or condition exists that, to the Seller's Knowledge, with or without notice or the lapse of time, or the happening of any further event or existence of any future fact, circumstance or condition, would become a material default by the Seller under any Acquired Contract. To the Seller's Knowledge, no party to any Acquired Contract has repudiated or terminated such Acquired Contract or notified the Seller of its intent not to renew such Acquired Contract, there are no renegotiations, attempts to renegotiate or outstanding rights to negotiate any amount to be paid or payable to or by the Seller under any Acquired Contract, and no Person has made a written demand for such renegotiation. The Seller has neither released nor waived any of its rights under any Acquired Contract. The Seller has furnished to the Purchaser complete and accurate copies of all Contracts listed on Schedule 3.19 (including all related amendments, modifications, addenda and side letters). The Seller has no oral Contracts related to the Business.

3.20 Employees and Independent Contractors.

(a) The Seller is operating and, since October 1, 2012, has operated in compliance with all applicable Laws regarding employment and employment practices (including Laws regarding terms and conditions of employment, nondiscrimination, equal opportunity, immigration, benefits, payment of employment, classification, collective bargaining, whistleblowing, social security and similar Taxes, occupational safety and health, plant closings, and wages and hours) in all material respects.

(b) Schedule 3.20 lists all of the Seller's employees as of the date of this Agreement (including employees on temporary leave of absence (including family medical leave, military leave, temporary disability and sick leave)) used in the Business other than employees on long-term disability leave ("Active Personnel") and their respective salaries, wages, other compensation (other than benefits under the Employee Benefit Plans), exempt or non-exempt status, dates of employment/retention, positions and service credits for purposes of vesting and participation eligibility under the Employee Benefit Plans. None of the Active Personnel is an undocumented alien, and the Seller has obtained and maintained I-9 Forms for all Active Personnel in accordance with applicable Law. Since September 1, 2014, there have been no independent contractors associated with the Business, and other than the individuals identified in Schedule 3.20, no Person has provided services in exchange for compensation or other remuneration for or on the Seller's behalf.

(c) No Person or any Governmental Authority has made or, to the Seller's Knowledge, threatened any claim that any independent contractor previously associated with the Business should have been classified as an employee of the Seller (whether under applicable Law, any service agreement or otherwise).

(d) To the Seller's Knowledge, none of the employed Active Personnel is party to, or otherwise bound by, any Contract (including any confidentiality, non-competition or proprietary rights agreement) between such employee and the Seller, or to the Seller's Knowledge, any other person, that could materially and adversely affect (i) such employee's performance of such employee's duties as an employee of the Purchaser, the Purchaser-Affiliated Entities or any of their Affiliates immediately

after the Closing or (ii) the ability of the Purchaser, the Purchaser-Affiliated Entities and their Affiliates to conduct the Business after the Closing as currently conducted and currently contemplated by the Seller to be conducted.

(e) The Seller is not party to a collective bargaining agreement, and no such agreement is currently being petitioned, negotiated or contemplated. There is no pending or, to the Seller's Knowledge, threatened, with respect to any of the Seller's employees, with respect to the Business, (i) strike, slowdown, picketing or work stoppage, or (ii) charge, grievance proceeding or other claim against or affecting the Seller relating to the alleged violation of any Law pertaining to labor relations or employment matters, including any charge or complaint filed by an employee or union with the National Labor Relations Board, the Equal Employment Opportunity Commission or any comparable Governmental Authority.

(f) Since September 1, 2014, none of the Active Personnel or former personnel have a claim against the Seller (under law, contract or otherwise) with respect to (i) overtime pay other than overtime pay for the current payroll period, (ii) wages or salaries other than wages or salaries for the current payroll period, or (iii) vacation, sick leave or time off (or pay in lieu of vacation, sick leave or time off), other than vacation, sick leave or time off (or pay in lieu thereof) earned during the twelve (12) month period immediately before the date of this Agreement and reflected in the Financial Statements or the Interim Financial Statements.

(g) Except as set forth in Schedule 3.20(g), the employment of the Seller's employees, with respect to the Business, is terminable at will without cost to the Seller other than payments required under the Employee Benefit Plans, reimbursements for business expenses in the ordinary course of business consistent with historical practices and payments of accrued salaries, wages and vacation pay. To the Seller's Knowledge, none of the Seller's current or former employees, with respect to the Business, have a right to be rehired by the Seller before the hiring of a Person not previously employed by the Seller.

(h) There has been no "mass layoff" or "plant closing" (as defined under the WARN Act) with respect to the Business within six (6) months before the Closing Date. Except as set forth in Schedule 3.20(h), none of the Seller's employees, with respect to the Business, have experienced an "employment loss" (as defined under the WARN Act) within ninety (90) calendar days before the Closing Date.

(i) Except as required by Code § 4980B, with respect to the Business, the Seller has no Liability to provide medical or life insurance benefits to former employees (or its employees after the termination of employment), their spouses or dependents or any other individual not employed by the Seller.

(j) The Seller has taken no action that was calculated to dissuade any of the Seller's employees from continuing to be associated with the Purchaser, the Purchaser-Affiliated Entities or their Affiliates after the Closing. To the Seller's Knowledge, none of the Active Personnel intends to refuse an offer of employment or engagement with the Purchaser, the Purchaser-Affiliated Entities or any of their Affiliates at or after the Closing if such an offer is made.

3.21 Employee Benefits.

(a) Schedule 3.21 lists each Employee Benefit Plan of Seller.

(b) With respect to each Employee Benefit Plan that is intended to meet the requirements of a "*qualified plan*" under Code § 401(a), (i) such Employee Benefit Plan meets all material requirements for qualification under Code § 401(a) (and if it did not previously, any required correction has been made prior to Closing in accordance with IRS EPCRS correction guidance), (ii) such Employee Benefit Plan has received a favorable determination from the IRS as to such Employee Benefit Plan's qualification under the Code, and to the Seller's Knowledge, nothing has occurred since the date of such determination that could materially adversely affect the qualified status of such Employee Benefit Plan or any related trust, and (iii) such Employee Benefit Plan has been timely amended for the requirements of all applicable Tax legislation and discretionary amendments in all material respects.

(c) The Seller and its ERISA Affiliates do not sponsor, maintain, contribute to, or otherwise have any Liability with respect to, any "*defined benefit plan*" as defined in ERISA § 3(35) or that is subject to ERISA Title IV.

(d) The Seller and its ERISA Affiliates do not sponsor, maintain, contribute to or otherwise have any Liability (including withdrawal liability as defined in ERISA § 4201) with respect to any "*multi-employer plan*" as defined in ERISA § 3(37).

(e) The Seller and its ERISA Affiliates do not sponsor, maintain, contribute to or otherwise have any Liability with respect to any "*welfare plan*" as defined in ERISA § 3(1) providing continuing benefits or coverage for any participant or any beneficiary of a participant after such participant's termination of employment, except in accordance with COBRA and at the expense of the participant or the beneficiary of the participant.

(f) There are no pending or, to the Seller's Knowledge, threatened material claims, lawsuits, audits or other actions against any Employee Benefit Plan by any employee or beneficiary covered under any Employee Benefit Plan or otherwise involving any Employee Benefit Plan (other than routine claims for benefits). The Seller has paid its employees all accrued but unused paid time off as required by the relevant Employee Benefit Plan.

(g) Consummation of the Contemplated Transactions will not (i) entitle any Active Personnel of the Seller to severance pay, unemployment compensation or any similar payment, (ii) accelerate the time of payment or vesting, or increase the amount of any compensation due to, or in respect of, any Active Personnel of the Seller, or (iii) result in or satisfy a condition to the payment of compensation to any Active Personnel that would, in combination with any other payment, result in an "*excess parachute payment*" within the meaning of Code § 280(G).

3.22 Real Estate.

(a) Schedule 3.22(a) sets forth an accurate, correct and complete list of each parcel of real property owned in fee by the Seller related to the Business to be sold to Purchaser (the "Owned Real Estate") and each parcel of real property owned in fee by the Seller related to the Business to be leased to Purchaser (the "Owned Real Estate Clinic"), and all the rights arising out of the ownership thereof or appurtenant thereto, including all rights, privileges, grants and easements appurtenant to Seller's interest therein, showing the record title holder, legal address, a complete and accurate legal description, and a permanent index number with respect to each such parcel of Owned Real Estate or Owned Real Estate Clinic. The Seller has made available to the Purchaser copies of the deeds and other instruments (as recorded) by which the Seller acquired the Owned Real Estate and copies of all title insurance policies, opinions, abstracts and Surveys relating to the Owned Real Estate in Seller's possession or control.

(b) Schedule 3.22(b) sets forth an accurate, correct and complete list of all real property and interests in real property related to the Business leased or licensed by the Seller as lessee, lessor, licensee or licensor, together with all right, title and interest of Seller in and to the real property demised thereunder (the "Leased Real Estate") and together with the Owned Real Estate or Owned Real Estate Clinic, the "Real Estate") by common addresses, and the Seller has delivered to the Purchaser a true and complete copy of each lease document (each a "Lease") for each Leased Real Estate, if any.

(c) The Seller has good and marketable title to all of its Owned Real Estate and the Owned Real Estate Clinic, free and clear of all Encumbrances, subject only to (i) Permitted Encumbrances, (ii) Encumbrances constituting a lease, sublease or occupancy Contract that gives any other Person any right to occupy any portion of the Owned Real Estate or the Owned Real Estate Clinic, (iii) and the Encumbrances set forth on Schedule 3.22(c)². There are no outstanding options to sell, purchase, lease, sublease, assign or license the Owned Real Estate or the Owned Real Estate Clinic, and there are no rights of first offer or rights of first refusal to purchase the Owned Real Estate or the Owned Real Estate Clinic or any portion thereof or interest therein. There are no Persons other than the Seller occupying any Owned Real Estate or the Owned Real Estate Clinic.

(d) The Seller has a valid leasehold interest in all of its Leased Real Estate and, with respect to each Lease: (i) such Lease is legal, valid, binding, enforceable and in full force and effect; (ii) the Contemplated Transactions do not require the consent of any other party to such Lease, will not result in a breach of or default under such Lease, and will not otherwise cause such Lease to cease to be legal, valid, binding, enforceable and in full force and effect on identical terms following the Closing; (iii) neither the Seller nor, to the Seller's Knowledge, any other party to the Lease is in breach of or default under such Lease, in any material respect, and, to the Seller's Knowledge, no event has occurred or circumstance exists that, with the delivery of notice, the passage of time or both, would constitute such a breach or default, or permit the termination, modification or acceleration of rent under such Lease; (iv) no security deposit or portion thereof deposited with respect to such Lease has been applied in respect of a breach of or default under such Lease that has not been re-deposited in full; (v) the Seller does not owe, nor will owe in the future, any brokerage commissions or finder's fee with respect to such Lease; (vi) the other party to such Lease is not an affiliate of, and otherwise does not have any economic interest in, the Seller; (vii) the Seller has not subleased, licensed, assigned, transferred, conveyed, mortgaged, deeded in trust, or encumbered any interest in the leasehold created thereby; (viii) the Seller has not collaterally assigned or granted any other Lien in such Lease or any interest therein; (ix) the Seller has no business relationships with any of the landlords under the Leases except as landlord and tenant under the applicable Lease; (x) except for the Seller, the landlords to the extent set forth in the Leases and such patients and residents occupying such Real Estate in the ordinary course of business, there are no Persons in possession or occupancy of the Leased Real Estate or any portion thereof, nor are there any Persons who have possessory rights with respect to the Leased Real Estate or any part thereof, and (xi) there are no disputes, oral agreements, or forbearance programs in effect as to such Lease.

(e) The Real Estate comprises all of the real property owned or leased by the Seller with respect to the Business and the Seller is not a party to any Contract or option to purchase any real

² Note to Seller: Upon Purchaser's review of the Title Commitments, encumbrances of record provided for on the Title Commitments that were not created by, through, or under Seller and that do not materially impair the present or anticipated value, marketability or use of the Owned Real Estate will be set forth on Schedule 3.22(c).

property or interest therein related to the Business. There are no Persons other than the Seller occupying any Owned Real Estate.

(f) To the Seller's Knowledge, all buildings, structures, fixtures, building systems and Equipment, and all improvements and components thereof with respect to the Owned Real Estate or Owned Real Estate Clinic (the "Improvements"), including without limitation, the mechanical systems, HVAC systems, plumbing, electrical, security, utility and sprinkler systems, are in good operating condition (ordinary wear and tear excepted), and the Seller is not aware of any material structural or other physical defect or deficiency in the condition of the Real Estate, including without limitation material amounts of deferred maintenance.

(g) The Seller has not received written notice of any condemnation, expropriation or other proceeding in eminent domain affecting any parcel of Owned Real Estate, the Owned Real Estate Clinic, or any portion thereof or interest therein. To the Seller's Knowledge, there is no injunction, decree, Order, writ, or judgment outstanding, or any claim, litigation, administrative action or similar proceeding, pending or threatened, relating to the ownership, lease, use or occupancy of the Real Estate or any portion thereof, or the operation of the Business as currently conducted thereon.

(h) The Real Estate is in material compliance with all applicable building, zoning, subdivision, environmental, health and safety and other land use Laws, including the Americans with Disabilities Act of 1990, as amended, and all insurance requirements affecting the Real Estate (each, a "Real Estate Law"). To the Seller's Knowledge, the Seller has not received any notice of a violation of any Real Estate Law within the past three (3) years.

(i) Each parcel of Real Estate abuts on at least one side a public street or road in a manner so as to permit commercial and non-commercial vehicular and pedestrian ingress, egress and access to such parcel, or has adequate easements across intervening property to permit commercial and non-commercial vehicular and pedestrian ingress, egress and access to such parcel from a public street or road.

(j) All water, oil, gas, electrical, steam, compressed air, telecommunications, sewer, storm and waste water systems and other utility services or systems for the Real Estate have been installed and, to the Seller's Knowledge, are operational and sufficient for the effective operation of the Business as currently conducted. The Seller has not received notice of discontinuance of or reduction in such services.

(k) The Seller's use or occupancy of the Real Estate or any portion thereof and the operation of the Business as currently conducted is not dependent on a "permitted non-conforming use" or "permitted non-conforming structure" or similar variance, exemption or approval from any Governmental Authority; and the current use and occupancy of the Real Estate and the operation of the Business as currently conducted thereon, does not violate in any material respect any easement, covenant, condition, restriction or similar provision in any instrument of record or other unrecorded agreement affecting such Real Estate.

(l) None of the Owned Real Estate, the Owned Real Estate Clinic, or, to the Seller's Knowledge, Leased Real Estate is located in a flood hazard area (as defined by the Federal Emergency Management Agency).

(m) The Seller has no Knowledge of any notices, Orders, suits, judgment or other proceedings relating to fire, building, zoning, air pollution or health violations that have not been corrected. The Seller has notified the Purchaser of any past notices, Orders, suits, judgments or other

proceedings relating to fire, building, zoning, air pollution or health violations as they relate to the Real Estate.

(n) Neither the Owned Real Estate nor the Owned Real Estate Clinic has, to the Seller's Knowledge, been classified under any designation authorized by Law to obtain a special low ad valorem Tax rate or to receive a reduction, abatement or deferment of ad valorem Taxes that, in such case, will result in additional, catch-up or roll-back Taxes in the future in order to recover the amounts previously reduced, abated or deferred.

(o) To the Seller's Knowledge, there are no claims, actions, governmental investigations, litigation or proceedings that are pending or threatened against or otherwise relating to the Real Estate or any portion thereof or interest therein, and the Seller has not received any notice nor does it have any Knowledge of any fence dispute, boundary dispute, boundary line question, water dispute or drainage dispute concerning or affecting any portion of the Real Estate.

(p) There are no obligations in connection with the Owned Real Estate or the Owned Real Estate Clinic, or any so called "recapture agreements," involving sewer extensions, oversizing utility lines, lighting or like expense or charge for work or services done upon, or relating to, the Owned Real Estate or the Owned Real Estate Clinic that will bind the Purchaser, the Owned Real Estate, or the Owned Real Estate Clinic from and after the Closing hereunder.

(q) To the Seller's Knowledge, there are no donations or payments to or for schools, parks, fire departments or any other public entity or facilities that are required to be made by the owner of the Owned Real Estate or the owner or tenant of the Leased Real Estate or the Owned Real Estate Clinic, other than applicable portions of ad valorem tax assessments.

3.23 Environmental.

(a) Except as set forth in Schedule 3.23, the Purchased Assets and the Business are and, since October 1, 2011, have been owned and operated in material compliance with all material Environmental Laws and Environmental Permits. No notice, citation, inquiry or complaint has been issued to or threatened against the Seller in the past five (5) years alleging any material violation of or Liability related to the Business under any Environmental Law or Environmental Permit.

(b) Schedule 3.23 lists all Environmental Permits required for the operation of the Business as currently conducted and currently contemplated by the Seller to be conducted. The Seller possesses and has provided the Purchaser with complete and accurate copies of all Environmental Permits required to be listed in Schedule 3.23.

(c) Except as set forth in Schedule 3.23, to the Seller's Knowledge, at the Real Estate, there exists no (i) underground or above ground storage tanks, (ii) materials or Equipment containing friable asbestos or polychlorinated biphenyls, (iii) groundwater monitoring wells, drinking water wells or production water wells, or (iv) landfills, surface impoundments or disposal areas.

(d) Except as set forth in Schedule 3.23, to the Seller's Knowledge, there has been no generation, treatment, storage, transportation, disposal (whether on-site or offsite) or Release of any Hazardous Materials by the Seller or any Seller Affiliate, for which the Seller is or may be responsible or that could otherwise give rise to any current or future Liability (including any Liability for fines, penalties, response costs, corrective action costs, personal injury, property damage, natural resource damage or attorney's fees and costs) under any Environmental Law relating to the Business or the Real Estate.

(e) To the Seller's Knowledge, except for Hazardous Materials maintained on the Real Estate in the ordinary course of business and in material compliance with all applicable Environmental Laws, no Hazardous Materials are located at, on or under, or are migrating to or from, the Real Estate.

(f) The Seller has neither assumed or provided an indemnity with respect to, any other Person relating to any Environmental Law or Environmental Permit relating to the Business or the Real Estate.

(g) The Purchaser has been provided with complete copies of all environmental audits, reports and other documents that (i) relate to the Real Estate (including their respective predecessors-in-interest), and (ii) are in the custody, possession or control of the Seller.

3.24 Intellectual Property.

(a) Schedule 3.24(a) lists all patents, patent applications, trademarks, service marks, trade dress, logos, slogans, internet domain names, copyrights, telephone and facsimile numbers and Software that are used in the Business or in which the Seller claims any ownership rights relating to the Business. The Seller is the owner of or duly licensed to use its Intellectual Property Assets, and all Intellectual Property Assets exist, have been maintained in good standing and, as applicable, have been properly assigned or licensed to the Seller. No other Person claims the right to use in connection with similar or closely related goods and in the same geographic area, any mark that is identical or confusingly similar to any trademark used in connection with the Business. No other Person has asserted ownership rights in any Intellectual Property Asset, except to the extent that such Intellectual Property Asset has been properly licensed to or by the Seller. The Seller's use of the Intellectual Property Assets does not infringe any right of any other Person and, to the Seller's Knowledge, no other Person is infringing any Intellectual Property Asset.

(b) Except as set forth on Schedule 3.24(b), the Intellectual Property Assets constitute all of the Intellectual Property and Intellectual Property Licenses necessary for the Seller to conduct the Business as currently conducted and currently contemplated by the Seller to be conducted.

3.25 Taxes.

(a) The Seller has timely filed or will timely file all Tax Returns required to be filed before the Closing Date with respect to the Business or the Purchased Assets. All such Tax Returns were or will be (when filed) complete and accurate and prepared in material compliance with all applicable Laws. All Taxes payable by the Seller on account of the Business or the Purchased Assets, whether or not shown on any Tax Return, have been or will be paid in full when due, and the Seller has complied with all material applicable Tax Laws in all material respects. The Seller is not a beneficiary of any extension of time within which to file any Tax Return with respect to the Business or the Purchased Assets. No audits or other proceedings are ongoing or, to the Seller's Knowledge, threatened with respect to any Taxes of the Seller with respect to the Business or the Purchased Assets. No claim has ever been made by a taxing authority in a jurisdiction where the Seller does not file Tax Returns with respect to the Business or the Purchased Assets that the operations of the Business or the Purchased Assets are or may be subject to taxation by that jurisdiction. There are no Encumbrances on any Purchased Assets that arose in connection with any failure or alleged failure to pay any Tax.

(b) The Seller has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing, with respect to the Business, to any employee,

independent contractor, creditor, equityholder or other Person. All Forms W-2 and Forms 1099 required with respect to such withholding and payment have been properly completed and timely filed.

(c) The Seller is not a "foreign person" within the meaning of Section 1445 of the Code.

(d) The Seller is not party to any Tax allocation or sharing Contract and has no current or potential contractual obligation to indemnify any other Person with respect to Taxes payable by the Seller on account of the Business or the Purchased Assets.

3.26 Litigation and Investigations. Except as set forth on Schedule 3.26, there is no litigation, complaint, charge, proceeding (at law or in equity) or governmental, quasi-governmental or other investigation pending or, to the Seller's Knowledge, threatened, currently, or since January 1, 2014, (a) against the Seller that is related to the Business, or (b) related to the consummation of the Contemplated Transactions.

3.27 Compliance with Laws. The Seller is not party to or bound by any Order (or any agreement entered into in any administrative, judicial or arbitration proceeding with any governmental or other authority) with respect to the Seller's Business. To the Seller's Knowledge, the Seller (with respect to the Business) is not, in violation of or, to the Seller's Knowledge, being investigated for violation of any Law, Order or Permit with respect to the Business.

3.28 Health Care Compliance.

(a) **Compliance with Health Care Laws.** The Seller is operating and, since October 1, 2011, has operated in material compliance with all Health Care Laws applicable with respect to the Business. Neither the Seller nor its Affiliates, officers, managers and personnel and the physicians practitioners and other health care professionals who have been engaged to provide professional services to the Seller is in violation of or, to the Seller's Knowledge, being investigated for violation of any Health Care Laws with respect to the Business.

(b) **Participation in Federal Healthcare Programs.** The Seller and each of its Affiliates that participate in any Federal Health Care Program are qualified to participate in each such Federal Health Care Program and are duly enrolled and certified in each such Federal Health Care Program as providers of medical or administrative services at every location at which such Person has operations, including the Facilities. The Seller and, to the Seller's Knowledge, its Affiliates are operating and, since October 1, 2011, have operated in material compliance with all Federal Health Care Program rules and regulations and all material provisions of each Federal Health Care Program Contract to which they are a party or by which they are bound with respect to the Business. Neither the Seller nor its Affiliates are a party to a corporate integrity agreement with the Office of Inspector General of the United States Department of Health and Human Services or otherwise have any continuing reporting obligations pursuant to any settlement agreement with any Governmental Authority. There is no litigation or proceeding (at law or in equity) or, to the Seller's Knowledge, inquiry or investigation pending or, to the Seller's Knowledge, threatened with respect to the termination or suspension of the participation by the Seller or its Affiliates in any Federal Health Care Program because of alleged violations of or non-compliance with applicable Federal Health Care Program regulations or other participation requirements. To Seller's Knowledge, the Inpatient Facility has not been designated as a Special Focus Facility (as such term is defined by the Centers for Medicare and Medicaid Services Special Focus Facility Program).

(c) **Exclusion of the Seller and its Affiliates from Federal Health Care Programs.** Neither the Seller nor its Affiliates are or ever have been (i) debarred, excluded or suspended from participating in any Federal Health Care Program, (ii) subject to a civil monetary penalty assessed under Section 1128A of the Social Security Act, or (iii) listed on the General Services Administration published list of parties excluded from federal procurement programs and non-procurement programs.

(d) **Exclusion of Personnel from Federal Health Care Program and State Medicaid Programs.** None of the Seller's current directors, officers, employees, or independent contractors providing any form of clinical or other services billed directly or indirectly to Third-Party Payors (including any individuals or providers performing services on behalf of such independent contractors) is or ever has been (i) debarred, excluded or suspended from participating in any Federal Health Care Program or had billing privileges revoked, nor is any such debarment, disqualification, suspension, exclusion, or revocation threatened in writing or pending, (ii) subject to sanction, indicted or convicted of a crime, or pled *nolo contendere* or to sufficient facts, in connection with any allegation of violation of any Federal Health Care Program requirement or Health Care Law, (iii) listed on the General Services Administrative published list of parties excluded from federal procurement programs and non-procurement programs, or (iv) designated a Specially Designated National or Blocked Person by the Office of Foreign Asset Control of the U.S. Department of Treasury.

(e) **Accreditation.** The Seller and all the Facilities are accredited by The Joint Commission. No accreditation organization has given notice of or, to the Seller's Knowledge, threatened any revocation, suspension or restriction of any such accreditation. Neither the Seller nor any of the Facilities have been denied accreditation by the American College of Behavioral Medicine within the past three (3) years.

(f) **Reporting and Billing.** The Seller has timely filed all reports and billings required to be filed with respect to each Third-Party Payor or Customer, all of which were prepared in material compliance with all applicable Laws governing reimbursement and claims and the payment policies of the applicable Third-Party Payor or Customer with respect to the Business. The Seller has paid all known and undisputed refunds, overpayments, discounts and adjustments due with respect to the Business.

(g) **Fraud and Abuse.** The Seller is operating and, since October 1, 2011, has operated in compliance with all applicable Laws with respect to compensation arrangements, ownership interests or other relationships between referral sources and referral recipients with respect to the Business. The Seller, and, to the Seller's Knowledge, none of the Seller's equityholders, directors, partners, officers, employees, independent contractors or authorized representatives has, directly or indirectly, (i) offered or paid any remuneration (in cash or in kind) to or made any financial arrangements with any past, present or potential patient, physician, supplier, contractor, Customer, Third-Party Payor or other Person in a position to refer, recommend or arrange for the referral of patients or other health care business (a "Referral Source") to obtain any patient referrals or other business or payments from any such Person, (ii) given or agreed to give any gift or gratuitous payment (whether in money, property or services) to any such Referral Source, or (iii) made or agreed to make any illegal contribution, gift or gratuitous payment (whether in money, property or services) to, or for the private use of, any Governmental Authority or any government official, employee or agent.

(h) **HIPAA; IT Security; Data Privacy.** To the Knowledge of Seller, the Seller has and always has had privacy and security plans, policies and procedures that materially comply with then-applicable HIPAA requirements with respect to the Business. To the Knowledge of Seller, the

Seller has a written and signed business associate agreement with each Person who is a "*business associate*" (as defined in 45 C.F.R. § 160.103) of the Seller with respect to the Business. The Seller has not received written notice of, and there is no litigation, proceeding (at law or in equity) or, to the Seller's Knowledge, inquiry or investigation pending or, to the Seller's Knowledge, threatened with respect to, any alleged "*breach*" as defined in 45 C.F.R. § 164.402 (a "Breach") or any other violation of HIPAA by the Seller or its "*workforce*" (as defined under HIPAA) with respect to the Business. Since October 12, 2011 no Breach or other violation of HIPAA by the Seller or its "*workforce*" or successful "*security incident*" (as defined in 45 C.F.R. § 164.304) has occurred with respect to "*protected health information*" (as defined in 45 C.F.R. § 164.103) in the possession or under the control of the Seller or their business associates with respect to the Business. The Seller is operating the Business, and always has operated the Business, in compliance with all Laws and Orders applicable to data privacy, data security and/or personal information. The Seller has experienced no incidences in which personal information or other sensitive data related to the Business was or may have been stolen or improperly accessed, and the Seller has no reason to believe that any such theft or improper access has occurred.

(i) **Medical Staff.** There are no (a) pending or, to the Knowledge of the Seller, threatened Professional Review Actions (as that term is defined at 42 U.S.C. § 1151 (a)) with respect to any medical staff member of the Facilities or any applicant thereto, including any adverse actions for which a medical staff member or applicant has requested a review hearing as provided by the bylaws of the medical staff, that has not been scheduled or that has been scheduled but has not been completed, (b) pending or, to the Knowledge of Seller, threatened disputes with applicants, staff members or advanced practice professionals with respect to the Business or (c) pending investigations by the respective medical executive committee against or pertaining to medical staff members or advanced practice professionals with respect to the Business, and all appeal periods in respect of any medical staff member or applicant against whom a Professional Review Action has been taken have expired. No medical staff members of the Facilities have had their privileges revoked, suspended, or reduced in the last thirty six (36) months with respect to the Business.

(j) **Medical Waste.** With respect to the generation, transportation, treatment, storage, disposal and other handling of Medical Waste, the Seller is operating, and has operated since October 1, 2011, in material compliance with the policies and procedures of the Business.

(k) **Experimental Procedures.** During the past five (5) years, the Seller has not performed or permitted the performance of any experimental or research procedures or studies involving patients in the Facilities.

(l) **Compliance Program.** The Seller has provided to the Purchaser a copy of its current Compliance Program materials, including all program descriptions, compliance officer and committee descriptions, ethics and risk area policy materials, training and education materials, auditing and monitoring protocols, reporting mechanisms, and disciplinary policies. Schedule 3.27(k) includes a description of each audit and investigation conducted by the Seller pursuant to the Compliance Program during the last five (5) years with respect to the Business.

(m) **Meaningful Use.** Schedule 3.28(m) sets forth a complete and accurate list of the physicians who are Active Personnel and who are eligible for payment under the Medicare Physician Fee Schedule ("MPFS"), and for each such physician, accurately sets forth whether the provider: (a) has in 2015 and 2016 satisfied all material requirements of Law (and applicable Medicare meaningful use specification sheets and other published guidance from CMS) for achieving meaningful use of Certified EHR Technology (as defined at 42 C.F.R. § 495.22) ("CEHRT"); (b) has satisfied all material requirements of Law for reporting clinical quality measures to CMS in 2015 and 2016. Schedule

3.28(m) sets forth a complete and accurate list of the physicians who are Active Personnel and who are Medicaid Eligible Professionals (as defined at 42 C.F.R. § 495.304), and for each Medicaid Eligible Professional, accurately sets forth whether he/she: (a) has submitted accurate and complete attestations to the applicable state Medicaid program that he/she has adopted, implemented or upgraded to CEHRT, and/or achieved meaningful use of Certified CEHRT during 2015 and 2016.

3.29 Certain Business Relationships with the Seller. Except as set forth in Schedule 3.29, none of the Seller or any of its Subsidiaries own, directly or indirectly, any stock or other ownership interest or investment in any Person that is a competitor, supplier, customer, lessor or lessee of the Business; provided, however, that the foregoing representation shall be deemed not to be made as to the ownership of not more than five percent (5%) of the capital stock of any such Person that has securities registered pursuant to Section 13 or Section 15 of the Securities Exchange Act. Except as set forth in Schedule 3.29, none of the Seller, any of its Subsidiaries, or, to the Seller's Knowledge, any of the Seller's present or former directors, officers, employees or independent contractors:

(a) has any claim against or owes any amount to, or is owed any amount by, the Seller as related to the Business;

(b) has any interest in or owns any assets, properties or rights used in the conduct of the Business; or

(c) is a party to any Contract to which the Seller is a party or which otherwise benefits the Business.

3.30 Significant Third Party Payors, Referral Sources, and Suppliers. Schedule 3.30 lists (i) the Seller's five (5) largest Third Party Payors relating to the Business (in terms of revenues of the Business) during the trailing twelve (12) month period ended September 30, 2016 (the "Significant Third Party Payors"), and (ii) the Seller's five (5) largest suppliers relating to the Business (in terms of goods and services purchased by the Seller and utilized by the Business) during the trailing twelve (12) month period ended September 30, 2016 (the "Significant Suppliers"), in each case. No Significant Third Party Payor, material Referral Source or Significant Supplier has given notice to the Seller that it intends to terminate, limit or negatively alter its business relationship with the Seller. With respect to Significant Third Party Payors, the Seller is not currently, nor has it been in the previous twelve (12) months, subject to any investigations and/or pre-pay audit related to service, delivery or billing practices.

3.31 Brokers. The Seller has no Liability to pay any fees or commissions to any broker, finder or similar agent with respect to the Contemplated Transactions.

ARTICLE IV INTENTIONALLY OMITTED

ARTICLE V REPRESENTATIONS AND WARRANTIES REGARDING THE PURCHASER

The Purchaser and Guarantor represent and warrant to the Seller that:

5.1 Organization. The Purchaser and Guarantor are duly formed, validly existing and in good standing under the laws of the jurisdiction of their incorporation.

5.2 Power and Authority. The Purchaser and Guarantor have full power and authority to enter into and perform this Agreement and all other Transaction Documents to be executed by the Purchaser pursuant to this Agreement (collectively, as to each of them, the "Purchaser Documents").

5.3 Enforceability. This Agreement has been duly executed and delivered by the Purchaser and Guarantor and constitutes a valid and legally binding obligation of the Purchaser and Guarantor, enforceable against the Purchaser and Guarantor in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, moratorium and similar generally applicable Laws regarding creditors' rights or by general equity principles. Upon execution and delivery by the Purchaser and Guarantor, the other Purchaser Documents will have been duly executed and delivered by the Purchaser and Guarantor and will constitute valid and legally binding obligations of the Purchaser and Guarantor, enforceable against the Purchaser in accordance with their respective terms, except as may be limited by applicable bankruptcy, insolvency, moratorium and similar generally applicable Laws regarding creditors' rights or by general equity principles.

5.4 Consents. No consent, authorization, Order or approval of, or filing or registration with, any Governmental Authority or other Person is required for the Purchaser's and Guarantor's execution and delivery of the Purchaser Documents or the Purchaser's and Guarantor's consummation of the Contemplated Transactions.

5.5 No Conflicts. Neither the Purchaser's or Guarantor's execution and delivery of the Purchaser Documents nor the Purchaser's or Guarantor's consummation of the Contemplated Transactions will conflict with or result in a breach of any provision of the Purchaser's or Guarantor's Governing Documents or any Law or Order to which the Purchaser or Guarantor is party or by which the Purchaser or Guarantor is bound. The Purchaser is not party to or bound by any Contract under which (a) the Purchaser's and Guarantor's execution and delivery of or performance under the Purchaser Documents or consummation of the Contemplated Transactions will constitute a default, breach or event of acceleration or amend, or give the counterparty thereto any right to amend, any material right or obligation of the Purchaser or Guarantor thereunder, or (b) performance by the Purchaser or Guarantor according to the terms of the Purchaser Documents may be prohibited, prevented or delayed.

5.6 Brokers. The Purchaser and Guarantor have no Liability to pay any fees or commissions to any broker, finder or similar agent with respect to the Contemplated Transactions.

5.7 Legal Proceedings, Etc. Except as set forth on Schedule 5.7 or except as would not have a Material Adverse Effect, there is no litigation, proceeding, claim or governmental investigation pending or, to the Knowledge of Purchaser, threatened against Purchaser or Guarantor that would prohibit Purchaser's or Guarantor's consummation of the Contemplated Transaction herein.

5.8 Compliance. Except as disclosed on Schedule 5.8, or except as would not cause a Material Adverse Effect, Purchaser has complied and are currently in compliance with, and have made and are making all filings required pursuant to, all applicable Laws, and are currently in compliance with all government settlement agreements, Court Orders and any Government Authority requirements relating to the Contemplated Transactions.

5.9 Investigation. Purchaser or Guarantor will have, prior to Closing, conducted their own independent review and analysis of the proposed business, operations, assets, liabilities, results of operations, and financial condition of the Business, and Seller acknowledges that it has provided access to the records of the Business for such purpose; provided, however, that this Section 5.9 shall not apply in the case of Seller's actual fraud.

5.10 Fair Market Value. Purchaser and Guarantor acknowledge that (i) the terms of this Agreement were negotiated in an arm's length manner; (ii) neither Purchaser nor Guarantor not coerced, nor did Purchaser or Guarantor coerce Seller, with respect to the material terms of this Agreement, including, the Purchase Price; (iii) the terms of this Agreement were reviewed by Purchaser's and Guarantor's counsel; and (iv) this Agreement has been entered into freely by Purchaser and Guarantor after advice and consultation with their counsel, consideration of all the terms, conditions, limitations, potential claims arising from or related to the purchase of the Purchased Assets and the representations and warranties contained herein.

5.11 Credit Relationships. Neither Purchaser nor Guarantor, or any of their respective Affiliates are party to any private offerings, credit relationships or other similar agreements that would cause Seller to be a guarantor, grantor, obligor or debtor thereunder or otherwise subject any of them to any covenants, obligations or security pledges thereunder.

5.12 Accuracy of Information Furnished. No statement or representation of Purchaser or Guarantor in this Agreement or in any Schedule or Exhibit hereto: (a) contains any untrue statement of material fact or (b) omits to state any material fact which is required to make the statements contained herein or therein in light of the circumstances under which they were made, not misleading.

ARTICLE VI PRE-CLOSING COVENANTS AND AGREEMENTS

6.1 Further Actions. Until the Closing, each Party will, and will cause its Affiliates to, cooperate in good faith with the other Parties and their Affiliates and use commercially reasonable efforts to take such actions and execute and deliver such documents and instruments that are reasonably necessary to consummate the Contemplated Transactions as promptly as practicable, including using commercially reasonable efforts to (a) obtain each of the consents, authorizations, Orders and approvals and make each of the filings, registrations and notices required to be disclosed pursuant to Section 3.4, Section 3.5, Section 5.4 or Section 5.5, as well as Acquired Contracts required to operate the Business, (b) effect all necessary registrations, applications, notices and other filings required by applicable Law to consummate the Contemplated Transactions, and (c) cooperate with the other Parties with respect to all registrations, applications, notices and other filings by any other Party that are required by applicable Law.

6.2 Operation of the Business. Except as expressly permitted by this Agreement or as the Purchaser may otherwise consent to in writing, until the Closing, the Seller will:

- (a) conduct the Business only in the ordinary course of business;
- (b) without making any commitment on the Purchaser's behalf, preserve intact the Seller's Business and maintain the Seller's relations with Customers and Third-Party Payors, as related to the Business;
- (c) maintain the Purchased Assets in a state of good repair (ordinary wear and tear excepted);
- (d) pay when due or otherwise satisfy in the ordinary course of business all of the bona fide Liabilities of the Business incurred in the ordinary course of business, subject to good faith disputes;

(e) comply with all Laws, Orders and contractual obligations relating to the Business in all material respects;

(f) not hire, fire or change any terms of employment or engagement with respect to any management personnel relating to the Business except in the ordinary course of business;

(g) not make or change any material Tax election, file any amended Tax Return or settle any Tax claim regarding the Business;

(h) continue in full force and effect the insurance coverage under the policies required to be disclosed on Schedule 3.15 or substantially equivalent policies or self-insurance programs;

(i) cooperate with and assist the Purchaser in identifying all Permits required by any of the Purchaser and the Purchaser-Affiliated Entities to operate the Business after the Closing Date, continuing the Seller's existing Permits, and Transferring the Seller's existing Permits to the Purchaser or Purchaser-Affiliated Entities (to the extent legally Transferrable); and

(j) maintain all books and records relating to the Business in the ordinary course of business.

6.3 Negative Covenant. Until the Closing, except as otherwise expressly permitted by this Agreement, the Seller shall not, without the Purchaser's prior written consent, (a) purchase or otherwise acquire any assets for the Business except in the ordinary course of business consistent with historical practices, (b) amend or restate any Contract or Permit except in the ordinary course of business consistent with historical practices and not materially negative to the Business, or (c) enter into any compromise or settlement of any litigation, proceeding or governmental investigation relating to the Business, the Purchased Assets, or the Assumed Liabilities.

6.4 Access and Investigation. Until the Closing, the Seller will, and will cause its Affiliates to, (a) give the Purchaser reasonable access to, or copies of, all of the Seller's properties, books, records, contracts, documents, insurance policies, personnel, suppliers, Customers and Third-Party Payors with respect to the Business, (b) provide to the Purchaser such additional financial, operating and other relevant information regarding the Business as the Purchaser reasonably requests, and (c) otherwise cooperate and assist, to the extent reasonably requested by the Purchaser, with the Purchaser's investigation of the Business and the operations, assets, liabilities, financial condition and prospects of the Business, in each case subject to Section 6.9.

6.5 Interim Financial Statements. Until the Closing, the Seller will promptly deliver to the Purchaser within twenty (20) calendar days after the end of each calendar month a copy of the Seller's profit and loss statement for such month (prepared in accordance with the Seller's current accounting practices consistently applied) relating to the Business.

6.6 Notifications; Disclosure Updates.

(a) Until the Closing, each Party will, as soon as possible after discovery, deliver to the other Parties written notice of any event, fact, circumstance or condition that does or could reasonably be expected to (i) cause a breach of any of such Party's covenants under this Agreement, (ii) render satisfaction of the conditions in Section 2.2 or Section 2.3 impossible or unlikely, or (iii) prohibit, prevent or delay the timely consummation of the Contemplated Transactions.

(b) Until the Closing, the Seller will, as soon as possible after discovery (but at least three (3) Business Days before the Closing Date), deliver to the Purchaser written notice (each a

"Disclosure Schedule Update") updating the Disclosure Schedule to (i) reflect any event occurring or fact, circumstance or condition arising after the date of this Agreement that, if such event occurred or such fact, circumstance or condition arose before or on the date of this Agreement, would have been required to be disclosed in the Disclosure Schedule or that are necessary to correct any disclosures in the Disclosure Schedule that have been rendered inaccurate thereby (a "Schedule Update") or (ii) correct any existing inaccuracy or deficiency in the Disclosure Schedule based on any event that occurred or fact, circumstance or condition that existed before or on the date of this Agreement (a "Schedule Correction").

(c) If the Purchaser, in its reasonable discretion, determines that it should not consummate the Contemplated Transactions because of any information contained in a Schedule Update or Schedule Correction, then the Purchaser may terminate this Agreement for a period of ten (10) Business days following receipt of the Schedule Update or Schedule Correction, with prompt written notice given to the Seller.

(d) Notwithstanding the foregoing, if the Purchaser has not exercised its termination rights under Section 6.6(c), Purchaser shall be deemed to have waived any right to terminate this Agreement with respect to such matter identified on any Schedule Update or Schedule Correction, and further, shall be deemed to have waived its right to indemnification under Article IX with respect to such matter listed on such Schedule Update and Schedule Correction but only to the extent of such disclosure.

6.7 Insurance. For a period of three (3) years following the Closing, the Seller will maintain the insurance policies related to the Seller and the Business, including any policies that are underwritten on a claims made basis (specifically, its directors' and officers' and employment practices liability policies), sufficient to provide coverage for any claims based on occurrences during the period prior to the Closing, as the transactions contemplated by this Agreement were not consummated. In the event of the termination and non-renewal of any such policy, Seller will, at the Seller's expense, purchase "prior acts" coverage and/or extended reporting period endorsements of indefinite duration (or such shorter time periods as the Parties may agree), with (a) coverage, conditions and retentions that are at least as favorable as the coverage, conditions and retentions of the underlying policies being terminated, (b) liability limits equal to or greater than those applicable to the underlying policies being terminated and (c) deductibles no greater than those applicable to the underlying policies being terminated (the "Insurance Tail Policies"), to the extent necessary to maintain applicable coverage for occurrences during the period prior to the Closing.

6.8 Satisfaction of Liabilities. Before or at the Closing, the Seller will satisfy, discharge and pay in full all Liabilities of the Seller that result in Encumbrances on the Purchased Assets.

6.9 Confidentiality. Until the Closing each Party will keep confidential and not disclose, or permit its Affiliates, representatives, agents and advisors (including financial advisors, attorneys and accountants) to disclose, the existence or any terms of the Transaction Documents and the Contemplated Transactions or any Confidential Information obtained from any other Party in connection with the investigation, negotiation, preparation or consummation of this Agreement, the other Transaction Documents and the Contemplated Transactions and operation of the Business before or after Closing; *provided, however, that* a Party may disclose the existence and terms of Transaction Documents and other Confidential Information if and only to the extent that (a) such information is disclosed to such Party's Affiliates, representatives, agents and advisors (including financial advisors, attorneys and accountants) who are advising such Party with respect to the Contemplated Transactions, but only for legitimate business purposes related to the investigation, negotiation, preparation and consummation of the Contemplated Transactions, (b) such information is required to be disclosed in making any filing or obtaining any consent or approval required for the consummation of the Contemplated Transactions,

including Seller's disclosure to the City and the County for purposes of approval of this Agreement and the Contemplated Transactions, or (c) such information is required to be disclosed by any Law or Order; provided that as soon as reasonably practicable before such disclosure, the disclosing Party gives the Purchaser and the Seller prompt written notice of such disclosure to enable the appropriate Party to seek a protective order or otherwise preserve the confidentiality of such information.

6.10 Exclusivity. Until this Agreement is terminated pursuant to Article VII, the Seller will not, and will not permit any of its Affiliates, representatives, agents and advisors (including financial advisors, attorneys and accountants) to solicit, initiate or encourage, directly or indirectly, any inquiries or proposals from, discuss or negotiate with, provide any non-public information to, or consider the merits of any unsolicited inquiry or proposal from, any Person (other than the Purchaser) relating to any transaction or series of transactions involving the sale of the Seller's Business. The Seller will notify the Purchaser of any such inquiry or proposal promptly after its receipt of any such inquiry or proposal.

6.11 Surveys. No later than fifteen (15) Days before Closing, the Seller shall ensure that the Purchaser has received an up-to-date boundary survey (a "Survey") for each parcel of Owned Real Estate, acceptable to the Purchaser in form and substance, certified within fifteen (15) days of the Closing, prepared by a surveyor licensed in the jurisdiction where such Owned Real Estate is located, completed in accordance with the most current Mississippi survey requirements, and certified to the Purchaser, the Title Company, the Purchaser's lender, if any, McDermott Will & Emery LLP and any other parties designated by the Purchaser. The Seller shall cooperate, at the Seller's sole cost and expense, in all commercially reasonable respects with the Purchaser in obtaining the Survey.

ARTICLE VII TERMINATION

7.1 Termination Events. This Agreement and the Contemplated Transactions may be terminated before the Closing:

- (a) by mutual agreement of the Purchaser and the Seller;
- (b) by the Seller, with fifteen (15) days' advance written notice to the Purchaser, if (i) the Purchaser has breached any material provision of this Agreement in any material respect and the Seller has not waived in writing such breach and the breach has continued without cure for fifteen (15) days after notice of breach, (ii) any condition in Section 2.2 is not satisfied as of the Closing Date or if satisfaction of such condition becomes impossible (other than through the failure of the Seller to comply with their obligations under this Agreement) and the Seller has not waived in writing such condition, or (iii) the Closing has not occurred (other than through the failure of the Seller to comply with their obligations under this Agreement) before or on March 1, 2018; or
- (c) by the Purchaser, with fifteen (15) days' advance written notice to the Seller, if (i) the Seller has breached any material provision of this Agreement in any material respect and the Purchaser has not waived in writing such breach and the breach has continued without cure for fifteen (15) days after notice of breach, (ii) any condition in Section 2.3 is not satisfied as of the Closing Date or if satisfaction of such condition becomes impossible (other than through the failure of the Purchaser to comply with their obligations under this Agreement) and the Purchaser has not waived in writing such condition, (iii) as permitted under Section 6.6(c), or (iv) the Closing has not occurred (other than through the failure of the Purchaser to comply with their obligations under this Agreement) before or on March 1, 2018. The foregoing and any other provision of this Agreement to the contrary notwithstanding, in the event the Purchaser terminates this Agreement and the Contemplated Transactions due to the existence of one or more Encumbrances as described in Section 3.22(c), then such termination shall not

result in any liability on the part of the Seller, and neither party shall have any further obligations or liabilities to the other pursuant to this Agreement.

7.2 Effect of Termination.

(a) The Parties' termination rights under Section 7.1 are in addition to their rights under this Agreement or otherwise, and the exercise of any termination right will not be an election of remedies.

(b) If a Party terminates this Agreement pursuant to Section 7.1, then all further obligations of the Parties under this Agreement, other than those under Section 6.9, Article IX and Article XII, will terminate; provided, however, that any willful breach prior to termination will survive the termination.

ARTICLE VIII POST-CLOSING COVENANTS AND AGREEMENTS

After the Closing:

8.1 Further Assurances. Each Party will take all further actions and execute and deliver all further documents that are reasonably necessary to comply with the terms of the Transaction Documents and consummate the Contemplated Transactions.

8.2 Books and Records. The Parties will retain and, subject to compliance with applicable Law, make their respective books and records (including work papers in the possession of their respective accountants) with respect to the Business available for inspection and copy by the other Parties or their duly appointed representatives (reasonably acceptable to the divulging Party) for reasonable business purposes at reasonable times during normal business hours until the third anniversary of the Closing with respect to all transactions occurring before or after the Closing or related to the Closing.

8.3 Litigation Support. If any Party is actively contesting or defending against any action, suit, proceeding, hearing, investigation, charge, complaint, claim or demand in connection with the Contemplated Transactions or any activity, event, fact, circumstance or condition before or as of the Closing involving the Purchased Assets, the Assumed Liabilities or the Business, then, for so long as such contest or defense continues, each Party will (except to the extent that another Party is an adverse party with respect to such action, suit, proceeding, charge, complaint, claim or demand), at the sole cost and expense of the contesting or defending Party (unless the contesting or defending Party has a right to indemnification therefor under Article IX), (a) cooperate with the contesting or defending Party and its counsel in the contest or defense and (b) make available all personnel and provide all testimony and access to its books that is necessary or reasonably requested by the contesting or defending Party in connection with such contest or defense.

8.4 Payment of Transaction Taxes and Fees. The Purchaser and the Seller will, in equal proportion, pay (a) when due, all Taxes, conveyance fees, charges and expenses in connection with obtaining the Survey, Title Commitments and zoning reports, registration fees, recording charges and other fees and charges (including any interest and penalties) incurred in connection with consummation of the Contemplated Transactions, regardless of the Person on whom such Taxes, fees and charges are imposed, provided that the Seller will pay for 100% of the Title Search and the Purchaser will pay for 100% of the Title Policy, and (b) the expenses relating to Seller's filing of all necessary Tax Returns and other documentation with respect to such transfer Taxes, fees and charges. If required by applicable Law,

the Parties will, and will cause their Affiliates to, join in the execution of any such Tax Returns and other documentation.

8.5 Tax Matters.

(a) **Apportionment of Straddle Period Taxes.** Taxes, other than income Taxes, attributable to any taxable period starting before the Closing Date and ending after the Closing Date (a "Straddle Period") will be apportioned between the period of the Straddle Period that begins on the first day of the Straddle Period and ends on the day immediately preceding the Closing Date (the "Pre-Closing Straddle Period"), which portion is the responsibility of the Seller, and the period of the Straddle Period that begins on the Closing Date and ends on the last day of the Straddle Period, which portion is the responsibility of the Purchaser, pro rata according to the number of calendar days in each period.

(b) **Cooperation regarding Tax Matters.** After the Closing, the Parties will cooperate in good faith with respect to the preparation and filing of all Tax Returns and claims for refund and any audit, litigation or other proceeding with respect to the Seller's non-income Taxes for Straddle Periods. The Seller will preserve all information, Tax Returns, books, records and other documents relating to any Tax Return for Straddle Period non-income Taxes until the later of the expiration of all applicable statutes of limitation (including extensions) and a final determination with respect to non-income Taxes for such period. The Seller will not destroy or otherwise dispose of any such record without first providing the Purchaser a reasonable opportunity to review and copy such record.

(c) **Withholding.** Notwithstanding any other provision in this Agreement, the Purchaser shall have the right to deduct and withhold any Taxes required by Law from any payments to be made hereunder. To the extent that amounts are so withheld and paid to the appropriate taxing authority, such withheld amounts shall be treated for all purposes of this Agreement as having been delivered and paid to the Seller or any other recipient of payment in respect of which such deduction and withholding was made.

8.6 Employee Matters.

(a) As of the Closing Date, Seller shall terminate the Active Personnel at the Business to be hired by Purchaser. Purchaser shall make offers to all Active Personnel with salary substantially similar to their current salary, standard benefits provided to employees of the Guarantor, and credit for prior years of service with Seller under Purchaser's benefit plans, subject to such Active Personnel's successful completion of Purchaser's employment processes, including a criminal background investigation and drug screening. Purchaser shall notify Seller of any Active Personnel that did not successfully complete Purchaser's employment processes or did not accept Purchaser's offer of employment and Seller shall terminate or relocate such Active Personnel. Seller shall provide Purchaser, upon request, copies of all personnel files and records of the Active Personnel to the extent permitted by Law. Any offers of employment will be subject to reasonable and satisfactory job performance by each individual, and no such offer will alter the status of any "at will" employee. To the extent applicable, Seller shall be responsible for any notification required under the WARN Act with respect to Active Personnel not hired by the Purchaser.

(b) Seller shall retain responsibility for and fully and timely pay all benefits that have accrued to the Active Personnel through the Closing Date, including for paid time off accrued to the Active Personnel through the Closing Date (in amounts not inconsistent with Seller's policies) (the "Accrued PTO"). The Seller will be solely responsible for the payment and satisfaction of (i) pro rata bonus payments due to Active Personnel with respect to their services as employees of the Seller through the Closing, (ii) all wages and other remuneration (including vacation pay, Accrued PTO and extended

illness banks) earned before the Closing, (iii) all termination or severance payments to Active Personnel required to be made because of the consummation of the Contemplated Transactions and the provision of health plan continuation coverage for Active Personnel in accordance with the requirements of COBRA and ERISA §§ 601-608, and (iv) all payments and obligations under the Employee Benefit Plans.

(c) The Purchaser, the Purchaser-Affiliated Entities and their Affiliates are not obligated to assume any collective bargaining agreements under this Agreement; provided, however, any bargaining obligations of the Purchaser, any Purchaser-Affiliated Entity or any of their Affiliates with any union with respect to bargaining unit employees after the Closing, whether such obligations arise before or after the Closing, will be the sole responsibility of the Purchaser, such Purchaser-Affiliated Entity or their Affiliate, as applicable.

(d) The Seller and the Purchaser will (i) give all notices and take all other actions that are necessary, proper or advisable to effect the provisions of this Section 8.6, and (ii) provide each other with such plan documents, summary plan descriptions, employee data and other personnel records that are reasonably required to effect the provisions of this Section 8.6 or otherwise relate to those Active Personnel to whom the Purchaser, any Purchaser-Affiliated Entity or any of their Affiliates extends employment or engagement offers.

(e) Nothing set forth in this Section 8.6 will (i) confer any rights or remedies upon any employee or former employee of the Seller, any Active Personnel or any other Person other than the Parties hereto and their respective successors and assigns, or (ii) be construed to establish, amend, or modify any benefit or compensation plan, program, agreement or arrangement. Nothing set forth in this Section 8.6 requires that the Purchaser continue the employment or contract with any employee or independent contractor for any period of time post-Closing.

8.7 Confidentiality. After the Closing, the Purchaser and the Seller Parties shall treat and hold as confidential all of the terms and conditions of the Contemplated Transactions, including the Purchase Consideration; provided, however, that the Purchaser and the Seller Parties may disclose such information to its legal counsel, accountants, financial planners and/or other advisors on an as-needed basis so long as any such Person is bound by a confidentiality obligation with respect thereto; and provided further, however, the Seller's disclosure to the City and the County for purposes of approval of this Agreement and the Contemplated Transactions shall not be subject to this Section 8.7. The Seller Parties agree not to disclose or use any Confidential Information of the Purchaser. Each member of the Seller Parties will deliver promptly to the Purchaser or destroy, at the request and option of Purchaser, all tangible embodiments (and all copies) of the Purchaser's Confidential Information that are in any Seller Parties' possession. In the event that a Seller Party is requested or required pursuant to written or oral question or request for information or documents in any legal proceeding, interrogatory, subpoena, civil investigation demand, or similar process to disclose any of the Purchaser's Confidential Information, the Seller Party will notify the Purchaser promptly of the request or requirement so that the Purchaser may seek an appropriate protective order or waive compliance with the provisions of this Section 8.7. If, in the absence of a protective order or the receipt of a waiver hereunder, the Seller Party is, on the advice of counsel, compelled to disclose any of the Purchaser's Confidential Information to any tribunal or else stand liable for contempt, the Seller Party may disclose the Purchaser's Confidential Information to the tribunal; provided, however, that the Seller Party shall use its best efforts to obtain, at the request of the Purchaser, an order or other assurance that confidential treatment will be accorded to such portion of the Purchaser's Confidential Information required to be disclosed as the Purchaser shall designate. The foregoing provisions shall not apply to any Confidential Information that is generally available to the public immediately prior to the time of disclosure unless such Confidential Information is so available due to the actions of any Seller Party.

8.8 Covenant Not to Compete. During the Restricted Period, the Seller will not, directly or indirectly, in any manner (whether on its own account, or as an owner, operator, manager, consultant, officer, director, employee, investor, agent or otherwise), anywhere in the Applicable Area, engage directly or indirectly in the Business or any business that competes with the Business, or own any interest in, manage, control, participate in (whether as an owner, operator, manager, consultant, officer, director, employee, investor, agent, representative or otherwise), or consult with or render services for any Person that is engaged in the Business or in any activity that competes directly or indirectly with the Business; provided, however, that no owner of less than 1% of the outstanding stock of any publicly traded corporation shall be deemed to engage solely by reason thereof in its business.

Notwithstanding anything to the contrary contained herein, Seller's services and physician practices listed on Schedule 8.8 shall not be deemed a violation of the restrictions set forth herein.

8.9 Covenant Not to Solicit. During the Restricted Period, the Seller will not, directly or indirectly, in any manner (whether on his own account, as an owner, operator, manager, consultant, officer, director, employee, investor, agent or otherwise), solicit or hire any Person employed by the Purchaser or any of its Subsidiaries.

8.10 Enforcement. If the final judgment of a court of competent jurisdiction declares that any term or provision of Section 8.8 or 8.9 is invalid or unenforceable, the Parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration, or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closer to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed. In the event of litigation involving Section 8.8 or 8.9, the non-prevailing party shall reimburse the prevailing party for all costs and expenses, including reasonable attorneys' fees and expenses, incurred in connection with any such litigation, including any appeal therefrom. The existence of any claim or cause of action by the Seller against the Purchaser or any of its Affiliates, whether predicated on this Agreement or otherwise, will not constitute a defense to the enforcement by the Purchaser of the provisions of Section 8.8 or 8.9, which Sections will be enforceable notwithstanding the existence of any breach by the Purchaser. Notwithstanding the foregoing, the Seller will not be prohibited from pursuing such claims or causes of action against the Purchaser.

8.11 Misdirected Receivables.

(a) Subject to Section 1.7, each Party shall promptly deliver to the other Party (a) all Receivables that are mistakenly delivered to and/or made to the order of such Party after the Closing (the "Misdirected Receivables"). Effective as of and after the Closing, each Party hereby irrevocably appoints the other Party as the other Party's agent and attorney-in-fact, with full power and authority in the place of the other Party or otherwise, from time to time in the other Party's discretion to execute all endorsements, assignments and other instruments of conveyance or transfer that relate to the Misdirected Receivables in the name or on behalf of such Party. The Purchaser will promptly deliver to the Seller any Excluded Asset that is mistakenly delivered to the Purchaser.

(b) In the event of a determination by any governmental entity, payor, program, or Third-Party Payor that payments to either Party resulted in an overpayment or other determination that funds previously paid by any program or plan to the Party must be repaid, the Seller shall be responsible for repayment of said monies and any associated penalties, fees, or related expenses (or defense of such actions) if such overpayment or other repayment determination was for services rendered prior to the

Closing Date and the Purchaser shall be responsible for repayment of said monies (or defense of such actions) if such overpayment or other repayment determination was for services rendered on or after the Closing Date. In the event that, following Closing, either Party suffers any offsets against reimbursement under any Third-Party Payor or reimbursement programs due to such Party, relating to amounts owing under any such programs by the other Party or any of its Affiliates, the other Party shall promptly upon demand pay to such Party the amounts so billed or offset.

8.12 Use of Controlled Substance Permits. To the extent permitted by applicable Law, the Purchaser and Purchaser-Affiliated Entities shall have the right, for a period not to exceed [one hundred twenty (120)] days following the Closing Date, to operate under the licenses and registrations of the Seller relating to controlled substances and the operations of pharmacies and laboratories, until the Purchaser and Purchaser-Affiliated Entities are able to obtain such licenses and registrations for itself. In furtherance thereof, the Seller shall execute and deliver to the Purchaser at or prior to the Closing the Controlled Substance Power of Attorney. During the time that such Controlled Substance Power of Attorney is in use by the Purchaser and Purchaser-Affiliated Entities, the Purchaser and Purchaser-Affiliated Entities accept all liability with regard to their use of controlled substances and their operations of pharmacies and laboratories, and shall defend, indemnify and hold harmless the Seller Indemnitees from and against any and all Damages related thereto.

8.13 Medical Records. As of and after the Closing Date, to the extent reasonably necessary, and provided all applicable patient authorizations have been obtained, Seller shall provide copies of all patient records held by the Seller and requested by the Purchaser for treatment, billing or other purposes related to the post-Closing operation of the Business and which were not transferred to the Purchaser pursuant to Section 1.1(e).

ARTICLE IX INDEMNIFICATION

9.1 Indemnification Obligations of the Seller. To the extent permitted by Applicable Law, the Seller will indemnify the Purchaser, its respective Affiliates and each of their respective equityholders, directors, limited liability company managers, partners, officers, successors and permitted assigns (collectively, the "Purchaser Indemnitees") from and against all losses, liabilities, demands, claims, actions or causes of action, regulatory, legislative or judicial proceedings or investigations, assessments, levies, fines, penalties, damages, costs and expenses (including reasonable attorneys', accountants', investigators', and experts' fees and expenses) incurred in connection with the defense or investigation of any claim ("Damages") sustained or incurred by any Purchaser Indemnitee arising from or related to:

(a) any inaccuracy in or breach of the representations and warranties in Article III, any other Transaction Document or any certificate delivered by the Seller pursuant to Section 2.4, in each case without giving effect to any "materiality", "material adverse effect" or similar qualifications therein for purposes of calculating Damages;

(b) any breach by the Seller of, or failure by the Seller to comply with, any of its covenants or obligations under this Agreement or the Restrictive Covenant Agreement; or

(c) without being limited by Section 9.1(a) or Section 9.1(b) and without regard to the fact that any item referred to in this Section 9.1(c) may be disclosed in the Disclosure Schedule, any Disclosure Schedule Update or any documents included or referred to therein or otherwise known to the Purchaser or any of its Affiliates as of the Closing, any Liability arising from or related to:

(i) all Taxes (A) imposed on any Purchased Assets or related to the Business arising from or related to any Tax period ending on or before the Closing Date and the portion of any Taxes for a Straddle Period allocated to the Pre-Closing Straddle Period, (B) all Taxes imposed on or incurred by the Seller, including any Taxes of the Seller for which the Purchaser may have liability under any jurisdiction's successor liability rules, and (C) all Taxes of any Person (other than the Seller) imposed on the Seller as a transferee or successor, by contract or pursuant to any Law, rule or regulation, which Taxes relate to an event or transaction occurring prior to the Closing Date;

(ii) any Action arising from or related to any event that occurred or fact, circumstance or condition that existed before the Closing with respect to the Business (including a pre-Closing breach of any Contract), and any corresponding settlements, judgments, assessments, consent decrees, awards and similar liabilities;

(iii) any violation before the Closing by the Seller of any (A) applicable Health Care Law, (B) agreement with any Governmental Authority by which the Seller is bound, or (C) license or Permit granted by any Governmental Authority to the Seller with respect to the Business; or

(iv) **[additional indemnities subject to due diligence]**³; or

(v) any Indebtedness which is not an Assumed Liability and any Transaction Expenses incurred by the Seller.

9.2 Adjustment to the Purchase Consideration. All indemnification payments made pursuant to this Article IX will be adjustments to the Purchase Consideration.

9.3 Limitations on Indemnification Obligations of the Seller. The obligations of the Seller pursuant to the provisions of Section 9.1 are subject to the following limitations:

(a) **Survival of Representations and Warranties.** The representations and warranties in Article III, and the Purchaser Indemnitees' corresponding rights to indemnification pursuant to Section 9.1(a), will survive the Closing (and none will merge into any instrument of conveyance) as follows:

(i) The representations and warranties made in Section 3.1 (Organization), Section 3.2 (Power and Authority), Section 3.3 (Enforceability), Section 3.6 (Capitalization), Section 3.11 (Title to Assets), Section 3.22 (Real Estate) and Section 3.32 (Brokers) of this Agreement and the Transaction Documents (collectively, the "Fundamental Warranties") will survive indefinitely.

(ii) The representations and warranties made in Section 3.21 (Employee Benefits), Section 3.23 (Environmental), Section 3.25 (Taxes), Section 3.26 (Litigation and Investigations), Section 3.27 (Compliance with Laws) and Section 3.28 (Health Care Compliance) (the "Extended Warranties") will survive until the date that is thirty (30) calendar days after the applicable statute of limitations expires.

³ Note to Draft: Currently no additional indemnification items are anticipated.

(iii) All representations and warranties made in Article III other than the Fundamental Warranties and the Extended Warranties (the "Business Warranties") will survive until the date that is eighteen (18) months after the Closing Date.

(b) **Indemnification Cap.** Absent fraud or intentional misrepresentation, the Purchaser Indemnitees will not be entitled to recover under Section 9.1(a) and (b) for inaccuracies, breaches or alleged inaccuracies or breaches of the Business Warranties for any Damages that, in the aggregate, exceed the Purchase Consideration.

(c) **Deductible.** Seller shall have no obligation to indemnify an Indemnified Party pursuant to Section 9.1(a) unless and until the amount of such claims for Damages exceeds \$150,000, and then only to the extent such claims for Damages exceed \$150,000.

9.4 Indemnification Obligations of the Purchaser. After the Closing, the Purchaser will indemnify the Seller, its respective Affiliates and each of their respective trustees, directors, limited liability company managers, partners, officers, and their successors and permitted assigns (collectively, the "Seller Indemnitees") from and against all Damages sustained or incurred by any Seller Indemnitee arising from or related to:

(a) any inaccuracy in or breach of any of the Purchaser's representations and warranties in Article V, any other Transaction Document or any certificate delivered by Purchaser pursuant to Section 2.5.

(b) any breach by the Purchaser of, or failure by the Purchaser to comply with, any of its covenants or obligations under this Agreement, or

(c) any Action arising from or related to any event that occurred or fact, circumstance or condition that existed solely after the Closing with respect to the Business (including a post-Closing breach of any Contract), unless due to any action of the Seller, and any corresponding settlements, judgments, assessments, consent decrees, awards and similar liabilities.

The obligations of the Purchaser pursuant to the provisions of this Section 9.4 are subject to the limitations set forth in Section 9.5.

9.5 Survival of Representations and Warranties Regarding the Purchaser. The representations and warranties in Article V, and the Seller Indemnitees' corresponding rights to indemnification pursuant to Section 9.4(a), will survive the Closing (and none will merge into any instrument of conveyance) until the date that is eighteen (18) months after the Closing Date.

9.6 Third-Party Claims. If a Third-Party notifies any Persons entitled to indemnification under this Article IX (as applicable, the "Indemnified Parties") with respect to any matter (a "Third-Party Claim") that may give rise to a claim by such Indemnified Parties for indemnification against any Persons from whom indemnification may be sought under this Article IX (as applicable, the "Indemnifying Parties"), respectively, under this Article IX, then the Indemnified Parties will promptly deliver written notice thereof to each Indemnifying Party; *provided, however, that* no delay in delivering such notice will relieve the Indemnifying Parties from any indemnification obligation under this Agreement unless, and then only to the extent that, the Indemnifying Parties are materially prejudiced.

(a) The Indemnifying Parties will have the right to contest and defend against the Third-Party Claim at the Indemnifying Parties' sole cost and expense and with the advice of legal counsel of their choice (reasonably acceptable to the Indemnified Parties); *provided that* (i) the

Indemnifying Parties notify the Indemnified Parties, in writing within fifteen (15) calendar days after receiving notice of the Third-Party Claim from the Indemnified Parties, that the Indemnifying Parties will indemnify the Indemnified Parties from and against all Damages that the Indemnified Parties may suffer resulting from or related to the Third-Party Claim, (ii) the Indemnifying Parties provide the Indemnified Parties with evidence reasonably acceptable to the Indemnified Parties that the Indemnifying Parties will have the financial resources to defend against such Third-Party Claim and fulfill their indemnification obligations under this Agreement, (iii) the Third-Party Claim involves only money Damages and does not seek an injunction or other equitable relief, (iv) settlement of, or an adverse judgment with respect to, the Third-Party Claim is not, in the Indemnified Parties' good faith judgment, likely to establish a precedential custom or practice adverse to any Indemnified Party or the Business, and (v) the Indemnifying Parties conduct the defense of the Third-Party Claim actively and diligently.

(b) If the Indemnifying Parties elect to contest or defend against a Third-Party Claim in accordance with Section 9.6(a), then (i) the Indemnified Parties may, at their sole cost and expense, retain separate co-counsel of their choice and otherwise participate in such contest or defense of the Third-Party Claim, (ii) the Indemnified Parties will not consent to the entry of any judgment on or enter into any settlement with respect to the Third-Party Claim without the Indemnifying Parties' prior written consent (not to be unreasonably withheld, conditioned or delayed), and (iii) the Indemnifying Parties will not consent to the entry of any judgment on or enter into any settlement with respect to the Third-Party Claim without the Indemnified Parties' prior written consent (not to be unreasonably withheld, conditioned or delayed).

(c) If any condition in Section 9.6(a) is or becomes unsatisfied, then (i) the Indemnified Parties may, in good faith and with the advice of legal counsel, contest, defend against, consent to the entry of any judgment on or enter into any settlement with respect to the Third-Party Claim in any manner that the Indemnified Parties reasonably deem appropriate (without prior consultation with or consent from any Indemnifying Party), (ii) the Indemnifying Parties will reimburse the Indemnified Parties promptly and periodically for all costs and expenses (including reasonable attorneys' fees and expenses) of contesting, defending against and settling the Third-Party Claim, and (iii) the Indemnifying Parties will remain responsible for any Damages that the Indemnified Parties suffer resulting from or relating to the Third-Party Claim as provided in this Article IX.

9.7 Exclusive Remedy. Purchaser and Seller acknowledge and agree that the foregoing indemnification provisions in this Section 9 shall be the exclusive remedy of Purchaser and Seller with respect to Seller, and the contemplated Transactions by this Agreement. Without limiting the generality of the foregoing, Purchaser and Seller hereby waive any statutory, equitable, or common law rights or remedies relating to any environmental matters, including without limitation any such matters arising under any Environmental Laws and including without limitation any arising under CERCLA. Notwithstanding the foregoing, Purchaser's and Seller's rights to indemnification under this agreement shall not be limited in the case of fraud or intentional misrepresentation.

ARTICLE X INTENTIONALLY OMITTED

ARTICLE XI DEFINITIONS; ACCOUNTING PRINCIPLES

11.1 Defined Terms. For purposes of this Agreement, the following terms have the following meanings:

"Acquired Contract" means the Contracts identified by the Purchaser on Schedule 3.19 as being acquired by the Purchaser or a Purchaser-Affiliated Entity.

"Active Personnel" is defined in Section 3.19(b).

"Affiliate" means, with respect to a particular Person, (i) any other Person that, directly or indirectly, controls, is controlled by or is under common control with such Person, and (ii) any of such Person's spouse, siblings (by law or marriage), ancestors and descendants and (iii) any trust for the primary benefit of such Person or any of the foregoing. The term "control" means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of another Person, whether through the ownership of voting securities or equity interests, by contract or otherwise.

"Agreement" is defined in the preamble to this Agreement.

"Allocated Share" is defined in Section 1.7(b).

"Applicable Area" means Harrison County, Mississippi and any area within 75/100 miles of any of the Facilities.

"Arbitrating Accountant" means (i) Haddox Reid Eubank Betts, PLLC, or (ii) if Haddox Reid Eubank Betts, PLLC is unable or unwilling to serve in such capacity, then a regionally or nationally recognized certified public accounting firm jointly selected by the Purchaser and the Seller that has not performed accounting, tax or auditing services for the Purchaser or the Seller during the three (3) years preceding its appointment as Arbitrating Accountant or (iii) if the Purchaser and the Seller are unable to agree on an accountant, then a nationally recognized certified public accounting firm jointly selected by the accountant nominated by the Purchaser and the accountant nominated by the Seller.

"Assignment and Assumption Agreements" is defined in Section 2.4(a).

"Assumed Liabilities" is defined in Section 1.3.

"Breach" is defined in Section 3.28(h).

"Business" is defined in the Recitals of this Agreement.

"Business Day" means a day that is not a Saturday, Sunday or legal holiday on which banks are authorized or required to be closed in New York, New York.

"Business Warranties" is defined in Section 9.3(a)(iii).

"Cash Consideration" is defined in Section 1.4(a).

"Cash Equivalents" means all unrestricted cash on hand in the Seller's bank and lock box accounts (including cash resulting from the clearance of checks deposited before the Closing Date, whether such clearance occurs before or after the Closing Date), minus the amount of all "cut" but uncashed checks outstanding as of 12:01 A.M. Eastern time on the Closing Date, and the amount of all marketable securities owned by the Seller, in each case as of 12:01 A.M. Eastern time on the Closing Date.

"CEHRT" is defined in Section 3.28(m).

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.*

"CHIP" means the children's health insurance program established under Title XXI of the Social Security Act of 1965, 42. U.S.C. § 1396, *et seq.*

"Closing" is defined in Section 2.1.

"Closing Date" is defined in Section 2.1.

"CMS" is defined in Section 2.3(h).

"COBRA" means Code § 4980B and ERISA § 601, *et seq.*, and any similar applicable state Laws.

"Code" means the Internal Revenue Code of 1986, 26 U.S.C. § 1, *et seq.*

"Compliance Program" means a provider program of the type described in the compliance guidance published by the Office of Inspector General of the Department of Health and Human Services.

"Confidential Information" means, with respect to a particular Party, all confidential, proprietary and trade secret information (including all tangible and intangible embodiments thereof) that concerns such Party or any of its Affiliates or their respective businesses, the services, processes, therapies, treatments or products offered by such Party and its Affiliates, the patients with whom such Party or any of its Affiliates has or had a clinical or testing relationship, the hospitals and other health care facilities or providers that are under contract with such Party or any of its Affiliates, the relationships among such Party and its Affiliates, or the research and development efforts and products of such Party and its Affiliates, including lists of and information regarding current and prospective patients, Customers, Referral Sources, Third-Party Payors, vendors and suppliers of such Party and its Affiliates, personnel information (including the identity of former, current and prospective employees, independent contractors and other business associates of such Party and its Affiliates and the responsibilities, competence and abilities of such Persons), computer programs, unpatented inventions, discoveries or improvements, treatment techniques and results, marketing, manufacturing, or organizational research and development, contracts and contractual relations, licenses, accounting ledgers and financial statements, business plans, forecasts and projections, business methods, pricing and financial information, information concerning planned or pending acquisitions or divestitures, and information concerning purchases of real property or major Equipment or other personal property, and any other information or data that such Party and its Affiliates treats as proprietary or designates as confidential information, whether or not owned or developed by such Party or any of its Affiliates; *provided, however, that* "Confidential Information" does not include any information that has been made generally available to the public (other than through a Party's breach of this Agreement or by a third-party's breach of a confidentiality covenant).

"Contemplated Transactions" means the transactions contemplated by this Agreement and the other Transaction Documents.

"Contract" means any agreement, contract, obligation, promise or undertaking (whether written or oral and whether express or implied) that is legally binding.

"Controlled Substance Power of Attorney" is defined in Section 2.4(b).

"Customers" means all governmental programs and governmental authorities (other than Third-Party Payors), employers, health care providers and other Persons to which the Seller provides products or services with respect to the Business.

"Damages" is defined in Section 9.1.

"Disclosure Schedule" is defined in the preamble to Article III.

"Disclosure Schedule Update" is defined in Section 6.6(b).

"Employee Benefit Plan" means, with respect to the Business, any pension, retirement, savings, disability, medical, dental, health, life, death benefit, group insurance, profit sharing, deferred compensation, stock option, bonus, incentive, vacation pay, tuition reimbursement, severance pay, or other employee benefit plan, trust, agreement, contract, policy or commitment (including any pension plan, as defined in ERISA § 3(3)), whether any of the foregoing is funded, insured or self-funded, written or oral, (i) sponsored or maintained by any of the Seller and its ERISA Affiliates and covering the Seller's active or former employees (or their beneficiaries), (ii) to which the Seller and its ERISA Affiliates are a party or are bound, or (iii) with respect to which the Seller and its ERISA Affiliates has made any payments, contributions or commitments or may otherwise have any liability (whether or not such Employee Benefit Plan is still maintained).

"Employee Leasing Agreement" is defined in Section 2.4(u).

"Encumbrance" means any charge, claim, community property interest, mortgage, deed of trust, lease, covenant, condition, equitable interest, lien, option, pledge, security interest, right of first refusal or other restriction, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership.

"Environmental Laws" means all Laws and Orders that pertain to natural resources and the environment, public and worker health and safety and the identification, reporting, generation, manufacture, processing, distribution, use, treatment, storage, disposal, emission, discharge, release, transport and other handling of Hazardous Materials, including CERCLA and RCRA.

"Environmental Permits" means licenses, permits, registrations, governmental approvals, agreements and consents that are required under or are issued pursuant to Environmental Laws.

"Equipment" means all furniture, fixtures, vehicles, machinery, equipment and other tangible personal property (other than Inventory) owned or leased by the Seller.

"ERISA" means the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001, *et seq.*

"ERISA Affiliate" means, with respect to a particular Person, any Affiliate of that Person to the extent such Affiliate is described in Code § 414(b), (c), (m) or (o) and corresponding Treasury Regulations.

"Excluded Assets" is defined in Section 1.2.

"Excluded Liabilities" is defined in Section 1.3.

"Extended Warranties" is defined in Section 9.3(a)(ii).

"Facilities" is defined in the Recitals of this Agreement.

"Federal Health Care Program" means any "*federal health care program*" as defined in 42 U.S.C. § 1320a-7b(f), including Medicare, state Medicaid programs, state CHIP programs, TRICARE and similar or successor programs with or for the benefit of any Governmental Authority.

"Financial Statements" is defined in Section 3.8.

"Fundamental Warranties" is defined in Section 9.3(a)(i).

"GAAP" means United States generally accepted accounting principles consistently applied.

"Global Fee" is defined in Section 1.7(b).

"Governing Documents" means, with respect to a particular Person, (i) if a corporation, the articles or certificate of incorporation and bylaws, (ii) if a general partnership, the partnership agreement and any statement of partnership, (iii) if a limited partnership, the limited partnership agreement and certificate of limited partnership, (iv) if a limited liability company, the articles or certificate of organization or formation and any limited liability company or operating agreement, (v) if another type of Person, all other charter, trust and similar documents adopted or filed in connection with the creation, governance, management or operation of the Person, (vi) all equityholders' agreements, voting agreements, voting trust agreements, joint venture agreements, registration rights agreements and other agreements and documents relating either to the creation, governance, management or operation of any Person or to the rights, duties and obligations of such Person's equityholders, and (vii) all amendments or supplements to any of the foregoing.

"Governmental Authority" shall mean any court, board, agency, commission, bureau, office or authority or any governmental unit (federal, state, county, district, local, municipal, city or otherwise) or any other governmental, quasi-governmental or regulatory authority, and any regulatory, administrative or other subdivision, department or branch of the foregoing, whether now or hereafter in existence, including, without limitation, any state licensing agency or any accreditation agency.

"Hazardous Materials" means (i) pollutants, contaminants, pesticides, petroleum or petroleum products, radioactive substances, solid wastes or hazardous or extremely hazardous, special, dangerous, or toxic wastes, substances, chemicals or materials within the meaning of any Environmental Law, including any "*hazardous substance*" as defined in CERCLA, and any "*hazardous waste*" as defined in RCRA, and (ii) even if not prohibited, limited or regulated by Environmental Laws, all pollutants, contaminants, hazardous, dangerous or toxic chemical materials, wastes or any other substances, including any industrial process or pollution control waste (whether or not hazardous within the meaning of RCRA) that could pose a hazard to the environment or the health and safety of any Person or impair the use or value of any portion of the Real Estate or any other property.

"Health Care Laws" means all Laws and Orders relating to health care providers and facilities, participation in Federal Health Care Programs, the practice of medicine, behavioral health, the practice of therapy, substance abuse treatment, institutional and professional licensure, staffing, health and fire safety codes including quality and safety standards, facility physical structure requirements, pharmacology and dispensing medicines or controlled substances, medical documentation and physician orders, medical record retention, laboratory services, unprofessional conduct, fee-splitting, referrals, billing and submission of false or fraudulent claims, claims processing, quality, safety, medical necessity, medical privacy and security, patient confidentiality and informed consent, the medical and therapeutical treatment of children and adolescents, the hiring of employees or acquisition of services or supplies from Persons excluded from participation in Federal Health Care Programs, standards of care, quality

assurance, risk management, utilization review, peer review, mandated reporting of incidents, occurrences, diseases and events, advertising or marketing of health care services, and the enforceability of restrictive covenants on health care providers, including Medicare, Medicaid, CHIP, the TRICARE laws (10 U.S.C. § 1071, *et seq.*), the False Claims Act (31 U.S.C. § 3729, *et seq.*), the Civil Monetary Penalties Law (42 U.S.C. § 1320a-7a), federal and state anti-kickback statutes (including 42 U.S.C. § 1320a-7b) federal and state referral laws (including 42 U.S.C. § 1395nn), criminal false claims statutes (e.g. 18 U.S.C. §§ 287 and 1001), the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. § 3801, *et seq.*), the Beneficiary Inducement Statute (42 U.S.C. § 1320a-7(a)(5)), the Emergency Medical Treatment and Active Labor Act (42 U.S.C. § 1395dd), the Clinical Laboratory Improvement Act (42 U.S.C. § 263a, *et seq.*), the Confidentiality of Alcohol and Drug Abuse Patient Records Act (42 U.S.C. § 290ee-3, *et seq.*), the Medicare Prescription Drug, Improvement and Modernization Act of 2003 (P.L. 108-173, 117 Stat. 2066), the Food, Drug and Cosmetic Act of 1938 (21 U.S.C. § 301, *et seq.*), the Prescription Drug Marketing Act of 1987 (P.L. 100-293, 102 Stat. 95), the Deficit Reduction Act of 2005 (P.L. 109-171, 120 Stat. 4), the Controlled Substances Act (21 U.S.C. 801, *et seq.*) and HIPAA and the rules and regulations promulgated under the foregoing statutes.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191 (including the Standards for Privacy of Individually Identifiable Health Information, the Security Standards for the Protection of Electronic Protected Health Information, the Standards for Electronic Transactions and Code Sets and the Notification in the Case of Breach of Unsecured Protected Health Information promulgated thereunder) and applicable state Laws regarding patient privacy and the security, use or disclosure of health care records.

"Improvements" is defined in Section 3.22(f).

"Indebtedness" means the combined principal amount of, and accrued interest and prepayment penalties or breakage fees with respect to, all of the Seller's indebtedness for borrowed money, including all outstanding amounts under (i) notes, bonds, debentures, mortgages and similar instruments, (ii) capitalized leases, (iii) obligations under conditional sale or other title retention agreements, (iv) deferred purchase price for property or services (including all "earn out" and similar obligations but excluding accounts payable incurred in the ordinary course of business), (v) guarantees of indebtedness of any other Person, (vi) obligations, contingent or otherwise, as an account party in respect of letters of credit and letters of guaranty, (vii) deferred compensation and other similar Liabilities or arrangements with employees and independent contractors that are outside the ordinary course of business, and (viii) obligations, contingent or otherwise, in respect of any accrued interest, success fees, prepayment penalties, interest rate SWAP breakage costs, make-whole premiums or penalties and other costs and expenses associated with the repayment of any of the foregoing.

"Indemnified Parties" is defined in Section 9.6.

"Indemnifying Parties" is defined in Section 9.6.

"Inpatient Facility" means the inpatient behavioral health facility located at 11150 U.S. Highway 49 North, Gulfport, Mississippi.

"Intellectual Property" means (i) all inventions, developments, discoveries, know-how, concepts and ideas (whether or not patentable and whether or not reduced to practice), all improvements thereto and all patents, patent applications and patent disclosures, together with all re-issuances, continuations, continuations-in-part, divisions, revisions, extensions, reexaminations and counterparts thereof, and all industrial designs, industrial models and utility models, (ii) all trademarks, service marks, trade dress, logos, slogans, internet domain names, trade names, corporate names and all other indicia of

origin, whether or not registered, together with all translations, adaptations, modifications, derivations and combinations thereof and including all goodwill associated therewith and all applications, registrations, renewals and extensions in connection therewith, (iii) all copyrightable works, including world wide web sites, all copyrights (whether or not registered) and all applications, registrations, renewals and extensions in connection therewith, together with all translations, adaptations, modifications, derivations, combinations and derivative works thereof, (iv) all trade secrets and confidential business information (including ideas, research and development, know-how, formulae, compositions, manufacturing and production processes and techniques, methods, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information and marketing plans and proposals) and rights in any jurisdiction to limit the use or disclosure thereof by any Person, (v) all Software, (vi) all rights to internet web sites and internet domain names, (vii) all material advertising and promotional materials, (viii) telephone, telecopy and email addresses and listings, (ix) all other proprietary rights in intangible forms of property, and (x) all copies and tangible embodiments of the foregoing (in whatever form or medium).

"Intellectual Property Assets" means all Intellectual Property used in the Business, including all goodwill associated with such intellectual and other intangible property rights, and all Intellectual Property Licenses.

"Intellectual Property Licenses" means all agreements (other than agreements with respect to Software purchased "off the shelf") between the Seller and any Person granting any right to use or practice any rights under any Intellectual Property owned by the Seller or any other Person related to the Business.

"Interim Financial Statements" is defined in Section 3.8.

"Inventory" means all of the Seller's raw materials, work in process and finished goods inventory (together with their related service parts, packing materials and supplies) and all drugs, devices and other disposables and consumables used in the Business.

"IRS" means the United States Internal Revenue Service.

"Knowledge" (i) means, with respect to a particular Person, such Person's actual knowledge of a particular activity, event, fact, circumstance or condition, in each case after due inquiry (including of subordinates) and (ii) with respect to the Seller includes the Knowledge of Michael Zieman (Administration), Haley Zalenka (Compliance), Fred Garguila (Facilities), Gary Marchand (CEO), Jeff Steiner (CFO) or Kent Nicaud (COO).

"Law" means any federal, state, local, municipal, foreign, international, multinational or other constitution, statute, law, rule, regulation, ordinance, code, principle of common law or treaty.

"Lease" is defined in Section 3.22(b).

"Leased Real Estate" is defined in Section 3.22(b).

"Liability" means any obligation or liability (direct or indirect, matured or unmatured, absolute, accrued, contingent or otherwise), whether or not required by GAAP to be provided or reserved against on a balance sheet.

"Material Adverse Effect" means any fact, circumstance, change or event that:

(i) does or would reasonably be expected to result in (A) the final, involuntary loss or suspension of any Permit required to operate the Business as currently conducted, (B) the debarment or exclusion of the Seller from participation in the Medicare or Medicaid programs, (C) the imposition of criminal sanctions or penalties on the Seller, or (D) the cancellation or revocation of the Seller's insurance policies,

(ii) does or would reasonably be expected to result in net operating losses (excluding investment losses and other non-operating revenue and losses) exceeding Two Hundred Fifty Thousand and 00/100 U.S. Dollars (\$250,000.00) as reflected on any monthly financial statement of any Party issued after the signing of this Agreement and before the Closing;

(iii) does or would reasonably be expected to result in uninsured losses or Liabilities owed to Third-Parties (including Customers and Third-Party Payors) exceeding Two Hundred Fifty Thousand and 00/100 U.S. Dollars (\$250,000.00) in the aggregate,

(iv) is or would reasonably be expected to be materially adverse to the business, assets, financial condition, results of operations or prospects of the Business, or

(v) has or would reasonably be expected to be materially adverse to the ability of any Party to consummate the Contemplated Transactions in a timely manner; provided that none of the following shall be deemed to constitute, and none of the following shall be taken into account in determining whether there has been, a Material Adverse Effect: (a) any adverse change, event, development, or effect arising from or relating to (1) general business or economic conditions, including such conditions related to the business of Seller, including the Business, or Purchaser as applicable, (2) national or international political or social conditions, including the engagement by the United States in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the United States, or any of its territories, possessions, or diplomatic or consular offices or upon any military installation, equipment or personnel of the United States except to the extent any of the foregoing has a disparate impact on the Business as compared to others operating similar businesses, (3) financial, banking, or securities markets (including any disruption thereof and any decline in the price of any security or any market index), (4) changes in United States generally accepted accounting principles, or (5) the taking of any action required by this Agreement and the other agreements contemplated hereby, and (b) any adverse change in or effect on the Business or on Purchaser, as applicable, that is cured before the earlier of (1) the Closing Date and (2) the date on which this Agreement is terminated pursuant to Article VII hereof.

"Medicaid" means the medical assistance program established by Title XIX of the Social Security Act of 1965, 42. U.S.C. § 1396, *et seq.*

"Medical Waste" means (i) pathological waste, (ii) blood, (iii) wastes from surgery or autopsy, (iv) dialysis waste, including contaminated disposable Equipment and supplies, (v) cultures and stocks of infectious agents and associated biological agents, (vi) contaminated animals, (vii) isolation wastes, (viii) contaminated equipment, (ix) laboratory waste, and (x) other biological waste and discarded materials contaminated with or exposed to blood, excretion, or secretions from human beings or animals, including any substance, pollutant, material or contaminant listed or regulated under the Medical Waste Tracking Act of 1988, 42 U.S.C. § 6992, *et seq.*

"Medicare" means the health insurance program for the elderly and disabled established by Title XVIII of the Social Security Act of 1965, 42. U.S.C. § 1395, *et seq.*

"Medicare Enrollment Application" is defined in Section 2.3(h).

"MPFS" is defined in Section 3.28(m).

"Order" means any order, injunction, judgment, decree, ruling, assessment or arbitration award of any Governmental Authority or arbitrator.

"Outpatient Facilities" means the following outpatient behavioral health facilities: (i) 11150 U.S. Highway 49 North, Gulfport, Mississippi, and (ii) 1340 Broad Avenue, Suite 410, Gulfport, Mississippi.

"Owned Real Estate" is defined in Section 3.22(a).

"Owned Real Estate Clinic" is defined in Section 3.22(a).

"Parties" is defined in the preamble to this Agreement.

"PBGC" means the Pension Benefit Guaranty Corporation.

"Permits" means all licenses, permits, registrations, accreditations, certifications, approvals and consents pending with or issued by governmental or quasi-governmental authorities.

"Permitted Encumbrances" means (i) statutory liens for Taxes, assessments or government charges not yet due and for which adequate reserves have been established or being contested in good faith, (ii) statutory liens of landlords, carriers, warehousemen, mechanics and materialmen incurred in the ordinary course of business for sums not yet due, (iii) liens incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security, (iv) land use restrictions that do not materially impair the present or anticipate value, marketability or use of the encumbered asset, (v) encumbrances arising under original purchase price conditional sales contracts and Equipment leases with Third Parties entered into in the ordinary course of business, (vi) in the case of leased property, all matters, whether or not of record, affecting the title of the lessor (and any underlying lessor) that do not materially impair the present or anticipate value or use of the encumbered asset, (vii) zoning, building or similar governmental restrictions relating to or affecting the Purchased Assets of which no Purchased Asset is currently in violation, and (viii) leased interests in property leased to Third Parties pursuant to valid and effective leases, and (ix) in the case of Owned Real Estate, the matters set forth on Schedule 3.22(c).

"Person" means any natural individual, corporation, partnership, limited liability company, joint venture, association, bank, trust company, trust or other entity, whether or not legal entities, or any governmental entity, agency or political subdivision.

"Pharmaceutical Inventory" means the category and amount of the pharmaceutical inventory left at the Facilities for Purchaser, which the Parties shall determine within three (3) Business Days of the Closing Date.

"Pre-Closing Straddle Period" is defined in Section 8.5(a).

"Purchase Consideration" is defined in Section 1.4.

"Purchase Consideration Allocation" is defined in Section 1.5.

"Purchased Assets" is defined in Section 1.1.

"Purchaser" is defined in the preamble to this Agreement.

"Purchaser Documents" is defined in Section 5.2.

"Purchaser Group" means (i) the Purchaser, the Purchaser-Affiliated Entities, their respective Affiliates and their respective officers, employees, agents, representatives, attorneys, consultants, accountants and other advisors, and (ii) the Purchaser's prospective lenders, their Affiliates and their respective officers, employees, agents, representatives, attorneys, consultants, accountants and other advisors.

"Purchaser Indemnitees" is defined in Section 9.1.

"Purchaser's Receivables" means all of the Purchaser's trade accounts receivable, notes receivable, negotiable instruments and chattel paper, including receivables arising from or related to goods sold or services rendered on or after the Closing Date and underpayment amounts due or received from Third-Party Payors and Customers in respect of such receivables.

"Purchaser's Straddle Patient Statement" is defined in Section 1.7(e).

"RCRA" means the Resource Conservation and Recovery Act, 42 U.S.C. § 6902, *et seq.*

"Real Estate" is defined in Section 3.22(b).

"Real Estate Law" is defined in Section 3.22(h).

"Referral Source" is defined in Section 3.28(g).

"Release" means any spill, discharge, leach, leak, emission, escape, injection, migration, dumping or other release or threatened release into the environment, whether or not notification or reporting to any governmental agency was or is required, including any Release which is subject to Environmental Laws.

"Restricted Period" means a period of [three (3)/four (4)]⁴ years following Closing.

"Schedule Correction" is defined in Section 6.6(b).

"Schedule Update" is defined in Section 6.6(b).

"Seller" is defined in the preamble to this Agreement.

"Seller Indemnitees" is defined in Section 9.4.

"Seller Parties" means the Seller, the Seller's Affiliates, and their respective officers, employees, agents, representatives, attorneys, consultants, accountants and other advisors.

"Seller's Receivables" means all of the Seller's trade accounts receivable, notes receivable, negotiable instruments and chattel paper, including receivables arising from or related to

⁴ Note to Draft: Open.

goods sold or services rendered before the Closing Date and underpayment amounts due or received from Third-Party Payors and Customers in respect of such receivables with respect to the Business.

"Significant Suppliers" is defined in Section 3.30.

"Significant Third-Party Payors" is defined in Section 3.30.

"Software" means all computer software (including source code, object code, executable code, data, databases and related documentation), together with all translations, adaptations, modifications, derivations, combinations and derivative works thereof.

"Straddle Patient Dispute" is defined in Section 1.7(f)(i).

"Straddle Patient Dispute Notice" is defined in Section 1.7(f)(i).

"Straddle Patient Dispute Period" is defined in Section 1.7(f)(i).

"Straddle Patient Shortfall" is defined in Section 1.7(e).

"Straddle Patient Statement Delivery Date" is defined in Section 1.7(f)(i).

"Straddle Patients" is defined in Section 1.7(a).

"Straddle Period" is defined in Section 8.5(a).

"Subsidiary" means, with respect to any Person, any corporation, limited liability company, partnership, association, or other business entity of which (a) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof or (b) if a limited liability company, partnership, association, or other business entity (other than a corporation), a majority of partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more Subsidiaries of that Person or a combination thereof and for this purpose, a Person or Persons owns a majority ownership interest in such a business entity (other than a corporation) if such Person or Persons shall be allocated a majority of such business entity's gains or losses or shall be or control any manager, management board, managing director or general partner of such business entity (other than a corporation). The term "Subsidiary" shall include all Subsidiaries of such Subsidiary.

"Survey" is defined in Section 6.11.

"Tax" means any federal, state, local, foreign and other net income, gross income, gross receipts, sales, estimated, use, ad valorem, transfer, franchise, profits, license, lease, service, service use, withholding, payroll, employment, excise, severance, stamp, occupation, premium, property (including personal property), windfall profits, escheat or abandoned property, customs, duties or other tax of any kind whatsoever, together with any interest, penalties, additions to tax or additional amounts with respect thereto, whether disputed or not and including any obligations to indemnify or otherwise assume or succeed to the Tax Liability of any other Person.

"Tax Return" means any return, declaration, report, information statement or other document relating to Taxes, including all amendments thereof and all schedules and attachments thereto.

"Third-Party" means any Person other than any of the Parties.

"Third-Party Claim" is defined in Section 9.6.

"Third-Party Payors" means all Federal Health Care Programs and all other state or local governmental insurance programs and private, non-governmental insurance and managed care programs with which the Seller contracts to provide services related to the Business or through which the Seller receives reimbursements for services provided by the Seller in the Business.

"Title Commitment" means an owner's preliminary report on title provided by the Title Company for each parcel of Owned Real Estate.

"Title Company" means First American Title Insurance Company, writing through its National Commercial Services Division in Nashville, Tennessee.

"Transaction Documents" means this Agreement and the other agreements, documents and instruments delivered by the Parties at the Closing pursuant to either Section 2.4 or Section 2.5.

"Transaction Expenses" means expenses incurred by the Seller in connection with the negotiation, preparation, execution and delivery of the Transaction Documents and the consummation of the Contemplated Transactions, including (i) all attorneys', accountants' and other advisors' fees and expenses payable by the Seller that have not been paid as of the Closing, (ii) all sale or change of control bonuses and other similar Liabilities or contingent payments or increased costs triggered in whole or in part by the Contemplated Transactions, (iii) the cost of any insurance tail policies acquired by the Seller, and (iv) any payroll, employment or other Taxes, if any, required to be paid with respect to the amounts described in clause (i) and (ii).

"Transfer" means to sell, assign, pledge, gift, convey or otherwise dispose of the subject matter of the Transfer.

"Transition Services Agreement" is defined in Section 2.4(q).

"TRICARE" means the health care insurance system for United States military service members and their dependents that covers care not available through the usual United States military medical service or public health service facilities, formerly known as CHAMPUS.

"WARN Act" means the Worker Adjustment and Retraining Notification Act of 1988, 29 U.S.C. § 2101, *et seq.*, and all similar state and local "mass layoff" or "plant closing" Laws.

11.2 Accounting Principles. The classification, character and amount of all assets, liabilities, capital accounts and reserves and of all items of income and expense to be determined, and any consolidation or other accounting computations to be made, and the interpretation of any definition containing any financial term, pursuant to this Agreement will be determined and made in accordance with GAAP.

ARTICLE XII GENERAL PROVISIONS

12.1 Publicity. Except as otherwise required by Law (including the City and County approvals received for Seller to effect the Contemplated Transactions), permitted by this Agreement or required to be included in notices to and other filings with governmental authorities that are required to effect the Contemplated Transactions, neither Party nor its Affiliates, representatives, agents and advisors

(including financial advisors, attorneys and accountants) may disclose to any Third-Party any terms of this Agreement or the other Transaction Documents without the prior written consent of the other Party. The form, content and timing of all press releases, public announcements or publicity statements permitted under this Section 12.1 are subject to the prior approval of each Party.

12.2 Notices. All notices and other communications required or permitted under this Agreement (a) must be in writing, (b) will be duly given (i) when delivered personally to the recipient, (ii) one Business Day after being sent to the recipient by nationally recognized overnight private carrier (charges prepaid), or (iii) four (4) Business Days after being mailed to the recipient by certified or registered mail (postage prepaid and return receipt requested), and (c) addressed as follows (as applicable):

If to the Seller:

Memorial Hospital at Gulfport
4500 Thirteenth Street
Gulfport, Mississippi 39502
Attn: Chief Executive Officer
Email: gmarchand@mhg.com

With a copy (not constituting notice) to:

Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
One Eastover Center
100 Vision Drive, Suite 400
Jackson, Mississippi 39211
Attn: Barry K. Cockrell, Esq.
Email: bcockrell@bakerdonelson.com

If to the Purchaser or any Purchaser-Affiliated Entity:

TBD Acquisition II, LLC
c/o Universal Health Services, Inc.
Universal Corporate Center
367 South Gulph Road
King of Prussia, PA 19406
Attn: General Counsel

With a copy (not constituting notice) to:

McDermott Will & Emery LLP
333 Avenue of the Americas
Suite 4500
Miami, Florida 33131
Attn: Harris C. Siskind, P.A.
Email: hsiskind@mwe.com

or to such other respective address as each Party may designate by notice given in accordance with the provisions of this Section 12.2.

12.3 Fees and Expenses. Subject to Section 8.4 and Article IX, each Party will bear all fees and expenses (including financial advisors', attorneys', accountants' and other professional fees and expenses) incurred by such Party in connection with, arising from or related to the negotiation, execution, delivery and performance of the Transaction Documents and consummation of the Contemplated Transactions.

12.4 Entire Agreement. This Agreement, together with the other Transaction Documents, constitutes the complete agreement and understanding among the Parties regarding the subject matter of this Agreement and supersedes any prior understandings, agreement or representations regarding the subject matter of this Agreement.

12.5 Amendments. The Parties may amend this Agreement only pursuant to a written agreement executed by the Purchaser and the Seller.

12.6 Non-Waiver. The Parties' respective rights and remedies under this Agreement are cumulative and not alternative. Neither the failure nor any delay by any Party in exercising any right, power or privilege under this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. No waiver will be effective unless it is in writing and signed by an authorized representative of the waiving Party. No waiver given will be applicable except in the specific instance for which it was given. No notice to or demand on a Party will constitute a waiver of any obligation of such Party or the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

12.7 Assignment. Neither Party shall assign this Agreement or any rights under this Agreement, or delegate any duties under this Agreement, without the other Party's prior written consent.

12.8 Binding Effect; Benefit. This Agreement will inure to the benefit of and bind the Parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, may be construed to give any Person other than the Parties and their respective successors and permitted assigns any right, remedy, claim, obligation or liability arising from or related to this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the Parties and their respective successors and permitted assigns.

12.9 Severability. If any court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, then the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

12.10 References. The headings of Articles and Sections are provided for convenience only and will not affect the construction or interpretation of this Agreement. Unless otherwise provided, references to "Article(s)", "Section(s)" and "Exhibit(s)" refer to the corresponding article(s), section(s) and exhibit(s) of or to this Agreement. Unless otherwise provided, references to "Schedule(s)" refer to the corresponding Schedule(s) of the Disclosure Schedule. Each Exhibit and the Disclosure Schedule is hereby incorporated into this Agreement by reference. Reference to a statute refers to the statute, any amendments or successor legislation and all rules and regulations promulgated under or implementing the statute, as in effect at the relevant time. Reference to a contract, instrument or other document as of a given date means the contract, instrument or other document as amended, supplemented and modified from time to time through such date.

12.11 Construction. Each Party participated in the negotiation and drafting of this Agreement, assisted by such legal and tax counsel as it desired, and contributed to its revisions. Any ambiguities with respect to any provision of this Agreement will be construed fairly as to all Parties and not in favor of or against any Party. All pronouns and any variation thereof will be construed to refer to such gender and number as the identity of the subject may require. The terms "include" and "including" indicate examples of a predicate word or clause and not a limitation on that word or clause.

12.12 Governing Law. THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF MISSISSIPPI, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

12.13 Waiver of Trial by Jury. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY SUIT, ACTION OR PROCEEDING IN CONNECTION WITH ANY MATTER RELATING TO THIS AGREEMENT.

12.14 CON Disclaimer. This Agreement shall not be deemed to be an acquisition or obligation of a capital expenditure or of funds within the meaning of the certificate of need statute of any state, until the appropriate governmental agencies shall have granted a certificate of need or the appropriate approval or ruled that no certificate of need or other approval is required.

12.15 Risk of Loss. Notwithstanding any other provision hereof to the contrary, the risk of loss in respect of casualty to the Purchase Assets shall be borne by the Seller prior to the time of Closing and by the Purchaser or Purchaser-Affiliated Entities, as applicable, thereafter.

12.16 Counterparts. The Parties may execute this Agreement in multiple counterparts, each of which will constitute an original and all of which, when taken together, will constitute one and the same agreement. The Parties may deliver executed signature pages to this Agreement by facsimile or email transmission. No Party may raise as a defense to the formation or enforceability of this Agreement, and each Party forever waives any such defense, either (a) the use of a facsimile or email transmission to deliver a signature or (b) the fact that any signature was signed and subsequently transmitted by facsimile or email transmission.

12.17 Guaranty. Guarantor hereby agrees unconditionally and irrevocably to guarantee the payment when due and the performance of all obligations, covenants and other agreements of Purchaser set forth in this Agreement. Guarantor acknowledges, agrees and stipulates that the foregoing obligations of Guarantor in this Section 12.17 are absolute, unconditional, irrevocable, present and continuing guarantees, and shall not be discharged, impaired, modified or otherwise affected by the insolvency or bankruptcy of, or similar proceeding involving, Purchaser; provided, that Guarantor shall be entitled to all rights and defenses of Purchaser other than the insolvency of Purchaser.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

The Parties sign this Asset Purchase Agreement as of the date first written above.

THE PURCHASER:

TBD ACQUISITION II, LLC

By: _____
Name: _____
Title: _____

THE GUARANTOR:

UNIVERSAL HEALTH SERVICES, INC.

By: _____
Name: _____
Title: _____

THE SELLER:

MEMORIAL HOSPITAL AT GULFPORT

By: _____
Name: _____
Title: _____

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

EXHIBIT A
FORM OF BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENTS

[see attached]

EXHIBIT B
FORM OF CONTROLLED SUBSTANCE POWER OF ATTORNEY

[see attached]

EXHIBIT C
FORM OF LEASE AGREEMENT

[see attached]

EXHIBIT D
FORM OF EMPLOYEE LEASING AGREEMENT

[see attached]

EXHIBIT E
DISCLOSURE SCHEDULE

[see attached]

EXHIBIT TO ASSET PURCHASE AGREEMENT

EXHIBIT A

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is entered into on _____, 2017, by and between TBD Acquisition II, LLC, a Delaware limited liability company ("Purchaser") and Memorial Hospital at Gulfport, a not for profit community hospital organized and existing under the laws of the State of Mississippi ("Seller"). Purchaser and Seller are referred to collectively herein as the "Parties" and individually as a "Party." }

RECITALS

WHEREAS, pursuant to and in connection with that certain Asset Purchase Agreement, dated as of _____, 2017, by and among Seller, Purchaser, and the other parties thereto (the "Purchase Agreement"), Seller desires to assign, transfer, sell, convey and deliver to Purchaser, and Purchaser desires to acquire from Seller all of Seller's right, title and interest in and to, the Purchased Assets (the "Sale");

WHEREAS, pursuant to and in connection with the Purchase Agreement, Seller desires to assign to Purchaser, and Purchaser desires to assume from Seller, the Assumed Liabilities (the "Assignment and Assumption"); and

WHEREAS, in order to effect the Sale and the Assignment and Assumption, the Parties desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in furtherance of the transactions contemplated by the Purchase Agreement, the Parties agree as follows:

AGREEMENT

1. Defined Terms. All capitalized terms used herein that are not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

2. Assignment and Transfer. As of the Closing Date, Seller hereby assigns, transfers, sells, conveys and delivers to Purchaser, its successors and assigns, and Purchaser hereby accepts all of Seller's right, title and interest in and to, the Purchased Assets, free and clear of all Encumbrances other than Permitted Encumbrances, and subject to the terms and conditions of the Purchase Agreement.

3. Assumption of Liabilities. As of the Closing Date, Seller hereby assigns to Purchaser and Purchaser hereby accepts such assignment from Seller and assumes, the Assumed Liabilities. Purchaser agrees to perform the obligations of Seller with respect to the Assumed Liabilities that arise from and after the Closing Date.

4. Further Acts and Assurances. Seller will execute and deliver from time to time hereafter, at the request of Purchaser, all such further instruments of conveyance, assignment and further assurances as may reasonably be required in order to vest in and confirm

to Purchaser all of Seller's right, title and interest in and to the Purchased Assets and Purchaser's assumption of the Assumed Liabilities, and to otherwise carry out the provisions of this Agreement.

5. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Purchased Assets and Assumed Liabilities are incorporated herein by this reference. The Parties acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

6. No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their permitted successors and assigns and nothing herein express or implied shall be construed to give any person, other than the Parties of such permitted successors and assigns, any legal or equitable rights hereunder.

7. Entire Agreement. This Agreement and the Purchase Agreement constitute the entire agreement among the Parties and supersede any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they relate in any way to the subject matter hereof.

8. Governing Law. The Agreement shall be governed by the internal laws of the State of Mississippi as to all matters, including but not limited to matters of validity, construction, effect and performance.

9. Counterparts. This Agreement may be executed in two or more counterparts (including by means of telecopied or PDF signature pages), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterpart signatures need not be on the same page and shall be deemed effective upon receipt.

10. Successors and Assigns. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the Parties without the prior written consent of the other party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

THE PURCHASER:

TBD ACQUISITION II, LLC

By: _____
Name: _____
Title: _____

THE SELLER:

MEMORIAL HOSPITAL AT GULFPORT

By: _____
Name: _____
Title: _____

EXHIBIT B

**LIMITED POWER OF ATTORNEY FOR USE OF DEA REGISTRATION NUMBER
AND DEA ORDER FORMS**

Registrant: Memorial Hospital at Gulfport
Address: 4500 Thirteenth Street, Gulfport, Mississippi 39502
DEA Registration Number: FM3406572

Memorial Hospital at Gulfport, a Mississippi public community hospital organized and existing under the laws of the State of Mississippi (the “*Registrant*”), which owns and operates a pharmacy located at 11150 U.S. Highway 49 North, Gulfport, Mississippi 39503 (the “*Pharmacy*”), DEA registration number FM3406572, is authorized to sign the current applications for registration and licensure as a registrant under the Controlled Substances Act (21 U.S.C. 801 *et seq.*) or Controlled Substances Import and Export Act of the United States (21 U.S.C. 951 *et seq.*). Effective [] (the “*Effective Date*”), the Registrant has made, constituted, and appointed, and by these presents does make, constitute, and appoint, TBD Acquisition II, LLC, a Delaware limited liability company (the “*New Registrant*”), as the Registrant’s agent and attorney-in-fact for the limited purpose of utilizing the Registrant’s DEA registration number and DEA order forms. The New Registrant shall use the Registrant’s DEA registration number and DEA order forms until such time as the New Registrant obtains a DEA registration number for the Pharmacy, but in no event shall this limited power of attorney continue for more than one hundred twenty (120) days (unless otherwise extended by the parties) after the Effective Date.

The Registrant further grants this limited power of attorney to the New Registrant to act as the true and lawful agent and attorney-in-fact of the Registrant, and to act in the name, place, and stead of the Registrant, to execute applications for books of official order forms and to sign such order forms in requisition for Schedules II/IIN (2/2N), III/IIIN (3/3N), IV and V controlled substances, in accordance with Section 828 of the Controlled Substances Act and part 1305 of Title 21 of the Code of Federal Regulations, as is necessary for the treatment of the Pharmacy’s patients.

The Registrant recognizes that, to the extent required by law, it is legally responsible for its DEA registration number and all activities undertaken with its DEA registration number by the New Registrant until such time as the New Registrant obtains its own DEA registration

number. The Registrant grants this limited power of attorney based upon the following covenants and warranties of the New Registrant: (a) at all times that this limited power of attorney is in effect, the New Registrant shall operate the Pharmacy and utilize the DEA registration number and DEA order forms in compliance with all applicable federal, state, and local laws, rules, statutes, regulations, and ordinances, including, but not limited to, all federal, state and local laws governing the regulation of controlled substances and pharmacy practice, (b) the New Registrant shall make timely application for, diligently pursue, and use its commercially reasonable efforts to obtain a new DEA registration number for the Pharmacy as soon as practicable after the Effective Date, and (c) New Registrant shall defend, indemnify and hold Registrant harmless from and against any liability, loss, damage or expense (including, without limitation, reasonable counsel fees and expenses) arising out of or in connection with New Registrant's use or misuse of this Limited Power of Attorney; provided, however, that any such indemnification claims shall be made and processed in accordance with the applicable provisions of Section 9.6 of the Asset Purchase Agreement, dated as of the date hereof, by and among Registrant, New Registrant, and other parties thereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the Registrant, on the one hand, and the New Registrant, on the other hand, have executed this Limited Power of Attorney for Use of DEA Registration Numbers and DEA Order Forms effective as of the Effective Date.

REGISTRANT:

Memorial Hospital at Gulfport

By: _____

Name: _____

Its: _____

NEW REGISTRANT:

TBD Acquisition II, LLC

By: _____

Name: _____

Its: _____

WITNESSES:

1. _____

Name: _____

2. _____

Name: _____

EXHIBIT C

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into as of the ___ day of _____, 2017 (the "Commencement Date"), by and between Memorial Hospital at Gulfport, a Mississippi public community hospital ("Lessor"), Memorial Properties, Inc., a Mississippi nonprofit corporation ("_____") and TBD Acquisition II, LLC, a Delaware limited liability company ("Lessee").

WITNESSETH:

WHEREAS, _____

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor suite number 410 as shown as the cross-hatched area on the sketch attached as Exhibit "A" hereto and made a part hereof (the "Premises") located on the 4th floor of the building located at 1340 Broad Avenue, Gulfport, Mississippi 39501 (the "Building") located upon a certain parcel of real property described as set forth on Exhibit "B" attached hereto and made a part hereof (the "Real Property"), together with the nonexclusive right to use, in common with the other tenants and occupants leasing space within the Building, the Common Areas (as hereinafter defined), including, without limitation, the lobbies, hallways, elevators, exterior sidewalks, parking areas and driveways, for the rent and on the terms and conditions set forth herein.

The term "Common Areas" shall mean the following areas: (i) any areas in the Building devoted to lobbies, hallways, elevators, rest rooms, and other similar facilities provided for the common use or benefit of tenants generally and/or for the public located in the Building (but shall not include any such areas designated for the exclusive use or benefit of a particular tenant); (ii) portions of the Building used for mechanical rooms, electrical facilities, telephone closets, fire towers and stairs (but shall not include any such areas designated for the exclusive use or benefit of a particular tenant); (iii) elevator shafts, vents, stacks, pipe shafts and vertical ducts; and (iv) those portions of the Building and/or the Real Property which are provided and maintained for the common use and benefit of Lessor and tenants and occupants of the Building only and employees and invitees and licensees of Lessor and such tenants and occupants, including, without limitation, all walkways, parking areas, and all streets, sidewalks and landscaped areas comprising the Real Property.

1. Premises. The Premises contains a total of approximately 4,148 square feet of rentable floor area. The Building contains a total of approximately 112,302 square feet of rentable floor area. Lessee's "Pro Rata Share" is a fraction, the numerator of which is the amount of rentable floor area in the Premises and the denominator of which is the total amount of rentable floor area in the Building. Lessor and Lessee acknowledge and agree that Lessee's Pro Rata Share shall be 3.69%.

2. Term; Commencement Date. The initial term of this lease (the "Initial Term") shall be for a period commencing on the Commencement Date and ending at 12:00 noon (local time) on the first (1st) anniversary of the Commencement Date, unless sooner terminated or otherwise extended as hereinafter provided. As used herein, the term "Lease Year" shall mean a calendar year consisting of twelve (12) consecutive months with the first such Lease Year commencing on the Commencement Date and each subsequent Lease Year commencing on the day after the last day of the previous Lease Year. Unless otherwise indicated, as used in this Lease, the word "Term" shall mean the Initial Term and any Renewal Term (as hereinafter defined), if properly exercised.

3. Options to Renew. Lessor hereby grants to Lessee the right and option to renew this Lease for one (1) term of one (1) year (which is referred to as a "Renewal Term"); the Renewal Term shall commence on the date of the expiration of the Initial Term of this Lease. In order to exercise the option herein granted, Lessee must give Lessor written notice of Lessee's intention to exercise the option to renew not less than sixty (60) days prior to the expiration of the Initial Term. All of the terms, covenants and conditions of this Lease will apply during any Renewal Term except that Base Rent for the Renewal Term shall be [One Hundred Fourteen Thousand Two Hundred Thirty Five and 92/100 Dollars (\$114,235.92), based on a rate of \$27.54 per square foot, and shall be payable in equal monthly installments of Nine Thousand Five Hundred Nineteen and 66/100 Dollars (\$9,519.66).]¹

4. Rent.

(a) Base Rent. The annual rent under this Lease (the "Base Rent") for the Initial Term shall be [One Hundred Eleven Thousand Nine Hundred Ninety Six and No/100 Dollars (\$111,996.00), based on a rate of \$27.00 per square foot, and shall be payable in equal monthly installments of Nine Thousand Three Hundred Thirty Three and No/100 Dollars (\$9,333.00)]² in advance by the first (1st) day of each month commencing on the Commencement Date. In the event the Commencement Date is other than the first day of the month, then Base Rent for the first month shall be prorated to the first day of the month. Base Rent shall be paid to Lessor at the address set forth hereinbelow. If not sooner paid, the Base Rent due hereunder shall be delinquent five (5) days after Lessor delivers written notice to Lessee that such Base Rent payment has not been received. In addition to amounts owed under this Lease, Lessee shall pay a service charge of 3% of the outstanding amount for each month or portion thereof during which any Base Rent that remains unpaid (after the expiration of the aforementioned notice and cure period) after the same is due. The parties agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. In addition, any amount owed by Lessee to Lessor that is not paid within thirty (30) days after the date due shall, from the due date of such amount until paid, bear interest at the lesser of (i) the rate of eight percent (8%) per annum, or (ii) the maximum rate permitted by applicable Law. The payment of interest and/or a late charge shall not excuse or cure any default by Lessee under this Lease and shall be payable by Lessee to Lessor in addition to any other rights and remedies Lessor may have for such late payment.

5. Fair Market Rent. Lessor and Lessee expressly acknowledge that the Base Rent and/or other sums of monies provided for in this Lease has resulted from arm's length negotiations between the parties, has not been determined in a manner that takes into account the volume or value of any referrals or business otherwise generated between the parties, and is to the best knowledge of each party consistent with fair market value for the use of the Premises set forth in this Lease. This Lease is limited solely and strictly to the parties' contractual arrangement in accordance with the terms of this Lease. The Base Rent paid to Lessor is remuneration for specific and actual value for the use of the Premises and such payments are in no way intended to exercise influence over the reason or judgment of any physician associated with Lessee with respect to referrals or the selection of service providers for or on behalf of patients.

6. Utilities. Lessee shall at all times be responsible for all utility costs, electrical costs, and waste charges, and sewer and water charges which are separately metered to the Premises and shall pay said costs to the applicable utility company as and when they each become due. During the Term of this Lease, Lessor shall, at Lessee's request, grant to any utility company so requiring it, such easements and rights of way as may be required or requested by the applicable utility company. If one or more utility services to the Premises is interrupted for more than three (3) consecutive days other than due to an act or

¹ Note to Draft: Open item.

² Note to Draft: Open item.

omission of Lessee, then Base Rent shall abate for so long as such interruption continues. In the event utilities are interrupted to the Premises due to the actions or inactions of Lessor, for more than ten (10) days, then Lessee shall have the option to terminate this Lease.

7. Use of Premises.

(a) Lessee may use and occupy the Premises for purposes of operating an outpatient behavioral health facility (the "Existing Use"), for other uses incidental thereto, and business offices. Lessee shall have no obligation to operate within the Premises and cessation of use or abandonment shall not, so long as Lessee is not otherwise in default, be a default by Lessee under the Lease. Lessee shall at all times comply with all applicable laws, ordinances, zoning codes, statutes, and restrictions (collectively, "Laws") in connection with the use of the Premises; provided, however, that nothing herein shall prohibit or restrict Lessee's rights to challenge same by appropriate legal means. Lessee shall not be responsible for making any capital repairs or improvements to the Premises required in order to comply with applicable Laws. Notwithstanding anything to the contrary contained in this Lease, if at any time during the Term Lessee cannot use the Premises for the Existing Use, Lessee may, at its option, terminate this Lease and Lessor shall immediately return to Lessee any prepaid rents and other sums whereupon the parties shall be relieved of all further obligations under this Lease.

(b) Lessor shall, at Lessor's sole cost and expense, comply with all Laws now or hereafter in force, and with the requirements of the local Board of Fire Underwriters or any similar body now or hereafter constituted relating to or affecting the conditions, structure and systems of the Premises, including, without limitation, all requirements related to maintaining the Building and the Common Areas in the manner required by applicable Laws for Lessee to obtain and maintain any and all licenses, certifications, accreditations and/or permits necessary to operate the Existing Use in the Premises.

(c) Lessor hereby represents to Lessee that the Building contains no materials hazardous to human health or the environment as the same may be defined and listed in any applicable governmental statute or regulation. To the extent permitted by applicable Law, Lessor will indemnify, defend and save Lessee harmless from any and all actions, proceedings, claims, costs (including reasonable attorneys' fees), expenses and losses of any kind arising in connection with Lessor's failure to comply with any law, statute, ordinance or regulation relating to or affecting the condition, use or occupancy of the Premises. Lessee will indemnify, defend and save Lessor harmless from any and all actions, proceedings, claims, costs (including reasonable attorneys' fees), expenses and losses of any kind arising in connection with Lessee's failure to comply with any law, statute, ordinance or regulation relating to or affecting the condition, use or occupancy of the Premises.

(d) Lessor does hereby represent and warrant that, during the Term of this Lease, Lessor shall not lease any portion of the Building to any tenant who uses or intends to use any portion of their premises for the Existing Use.

8. Services, Repairs and Maintenance.

(a) To the extent not separately metered as described in Section 6, Lessor, at Lessor's sole cost and expense shall furnish the following services to the Premises and the Building on all days of the Term: (i) water to the Premises for lavatory, lavatory wash basin and cleaning purposes 24 hours per day, 365 days per year, (ii) if applicable, elevator service to each floor of the Building 24 hours per day, 365 day per year, (iii) Lessor shall provide electricity sufficient for the operation of the Premises for the Existing Use, (iv) electrical lighting service for the Common Areas, (v) heating and air-conditioning for the Premises and the Common Areas in season at such temperatures and in such amounts as shall provide

comfortable working conditions, (vi) waste water and sewer services, (vii) medical waste removal services, (viii) use of the parking spaces serving the Building for Lessee, its employees, visitors, licensees, and invitees, without any fee, cost or expense, (ix) housekeeping services and supplies. and (x) such other services as are normally provided to other lessees or occupants in like buildings.

(b) During the Term of this Lease, Lessor, at Lessor's sole cost and expense, will keep: (i) the roof, structure, columns, exterior walls and windows, foundation, interior load-bearing walls and demising walls and floors, in sound, watertight condition and good state of repair, and (ii) all Building systems and facilities including, but not limited to, the base building electrical, water, gas, sewer, life safety, mechanical and HVAC, and any elevators, in good operating condition, maintenance and repair, and (iii) the sidewalks, curbs, driveways, parking areas, landscaping, and other Common Areas in good condition and repair, open and free of debris or other obstruction. Lessor will also keep all public portions of the building, toilets, and Common Areas in clean, sightly, good operating condition and repair as well as any Building systems which penetrate into or pass through the Premises or upon which the Premises are dependent. During the Term, Lessor agrees, its expense, upon request of Lessee to remedy any defects in the Building or the Common Areas. All repairs, replacements and restorations made by Lessor shall be equal in quality and class to the originals thereof and shall be completed in compliance with applicable law. Lessor agrees that any replacement or repairs required by the terms of this Lease to be made by Lessor shall be commenced and completed expeditiously. Lessor further agrees, at its expense, to keep, maintain, alter and replace, if necessary, the Building, the Common Areas, and the Premises in order to maintain compliance with all applicable laws, statutes, rules, regulations, ordinances, and orders, including, without limitation, the Americans with Disabilities Act, as amended, and the rules promulgated pursuant thereto ("ADA").

(c) Subject to the terms of Section 8(b), Lessee shall keep or cause to be kept in good repair and in a neat, clean and tenantable condition the interior of the Premises, including the interior wall finishes, floor finishes and moveable trade fixtures; and Lessee agrees to make all repairs necessitated by the negligence or deliberate act of Lessee and/or Lessee's agents.

(d) Lessee, at its expense, shall provide and maintain the following within the Premises:

- (i) Internet service.
- (ii) Television sets.
- (iii) Lessee's personal property, furniture, fixtures and equipment.
- (iv) Standard trash removal.
- (v) Any other systems or equipment required by Lessee and not otherwise provided for in this Lease.

(e) Lessee shall give Lessor prompt written notice after Lessee's receipt of notice of any damage to, or defective condition in, any part or appurtenance of the Building's foundation, roof, walls, plumbing, electrical, heating, air conditioning or other system serving, located in, or passing through the Premises.

(f) Lessee agrees that Lessee's communications equipment, if any, and any other communications equipment of Lessee's service providers and contractors located in or about the Premises or installed in the Building to service the Premises, including, without limitation, any antennas, switches or other equipment (collectively, "Lessee's Communications Equipment") shall be of a type and, if applicable, a frequency that will not cause material radio frequency, electromagnetic or other interference to any other party, or any equipment of any other party including, without limitation, Lessor and other tenants in the Building. In the event that Lessee's Communications Equipment causes or is believed to cause any such

interference, upon receipt of notice from Lessor of such interference, Lessee will take all steps necessary to correct and eliminate the interference.

(g) Lessee agrees that its handling or storage of infectious medical waste shall be in accordance with all applicable Laws, rules and regulations.

9. Lessee to Take Good Care of Premises; Alterations.

(a) Subject to the Lessor's obligations under Section 8 above, Lessee shall keep the Premises in a clean, safe and sanitary condition and shall permit no waste or injury to occur to the Premises and fixtures therein, or to any additions and improvements thereto, reasonable use and ordinary wear and tear excepted. During the Term of this Lease, Lessee, at Lessee's expense, shall be responsible for routine maintenance of the electrical, plumbing and mechanical systems located within the Premises. All damage caused by Lessee's negligence, or that of its agents, servants, employees or visitors, shall be repaired promptly by Lessee's sole cost and expense to the extent not covered by insurance proceeds.

(b) Lessee shall not make or cause to be made any structural alterations, additions, or improvements in or to the Premises or any part thereof without Lessor's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Lessor's consent shall not be required in connection with Lessee's non-structural alterations, additions, renovations, improvements and installations made to the Premises, which shall be at the sole cost and expense of Lessee. The term "non-structural" as used herein, shall include, without limitation, the moving of non-load bearing partitions, relocation of the Premises entry doors, minor plumbing and electrical work, modification and rearrangement of fixtures or other such changes to the Premises. All movable goods, inventory, office furniture, equipment, trade fixtures and other movable personal property belonging to Lessee which are installed, stored or kept in the Premises by Lessee and are not permanently affixed to the Premises, shall remain Lessee's property and shall be removable by Lessee at any time, provided that Lessee shall repair any damage to the Premises or the Building caused by the removal of any of the Lessee's Property.

Lessee has no power to subject Lessor's interest in the Premises to any claim or lien of any kind or character and any persons dealing with Lessee must look solely to the credit of Lessee for payment.

10. Inspection, Examination and Entry. Upon two (2) business days' written notice, Lessor or Lessor's agents shall have the right to enter the Premises during normal Lessee's business hours and in a reasonable manner to examine same, provided, however, that in the event of an eminent threat of injury to persons or property, Lessor may enter the Premises or permit emergency response personnel to enter without prior notice to Lessee, and in such event Lessor shall give notice to Lessee as soon as reasonably practical. Further, and upon such terms and conditions as are reasonably agreed to by Lessee, Lessor's workmen may enter the Premises to make such repairs, alterations or improvements in the Premises as are reasonably required. During the sixty (60) day period prior to the end of the Initial Term (or the sixty (60) day period prior to the end of the Renewal Term) and at such reasonable times as the parties may agree to, Lessor may show the Premises to any prospective lessees or buyers. Notwithstanding the foregoing, Lessee shall have the right to restrict Lessor's access to such portions of the Premises as Lessee may, in its sole discretion, deem necessary for security or confidentiality purposes.

11. Damage by Fire or Other Casualty. If the Building or the Premises (or any portion thereof) shall be damaged by fire or other casualty so as to render the Building or the Premises untenable, Lessee's obligation to pay Base Rent shall cease and abate in proportion to the area which is rendered untenable until such time as Lessor shall repair the damage and render the Premises tenable. However, if the damage is so extensive that the Building and/or the Premises, as applicable, cannot reasonably be made

tenantable within one hundred twenty (120) days from the date of the fire or casualty, or if repairs are not completed within said period, then Lessee shall have the right to terminate this Lease upon thirty (30) days written notice to Lessor. In the event of such termination, any prepaid rent and other sums shall be refunded to Lessee and the parties shall thereafter be released and relieved of all further obligations and liabilities accruing hereunder. Notwithstanding the above, Lessee shall have the right, but not the obligation, to restore the Premises to usable condition so long as it complies with all applicable codes, and Lessee shall have the right to receive and utilize proceeds of any insurance policies maintained for that purpose.

12. Condemnation. If the entire Premises shall be taken by any public authority under the power of eminent domain, then the Term of this Lease (and of the Renewal Term exercised or to be exercised hereunder) shall cease as of the date possession shall be taken by such public authority and the Base Rent shall be paid up to that day with a proportionate refund by Lessor of any prepaid Base Rent. If a portion of the Premises or the Common Areas shall be taken by any public authority under the power of eminent domain, Lessee may elect to (i) terminate this Lease, or (ii) have Lessor repair and restore, at Lessor's expense and with reasonable diligence, the portion of the Premises and the Common Areas not affected by such taking, in which latter event the Term of this Lease (and of the Renewal Term exercised or to be exercised hereunder) shall cease with respect to the portion of the Premises and Common Areas taken and the Base Rent shall be reduced in proportion to the area of the Premises taken, effective as of the date possession shall be taken by such public authority. Notwithstanding the foregoing, in the event Lessor commences the restoration and, within ninety (90) days after the date the public authority took possession, the Premises and the Common Areas have not been substantially restored by Lessor, Lessee may terminate this Lease by written notice to Lessor given after the end of said 90-day period. All damages awarded for any taking under the power of eminent domain, whether for the whole or a part of the Premises or the Common Areas, shall belong to and be the property of the Lessor, whether such damages are awarded as compensation for diminution in value to the leasehold or to the fee of the Premise or the Common Areas; provided, however, that any award made for loss of Lessee's business, or depreciation to, damage to, or costs of removal of, or for the value of trade fixtures, furniture, and other personal property belonging to the Lessee, shall inure to the benefit of Lessee, provided that any such award shall be in addition to, and shall not reduce, any award that Lessor may claim in connection with such taking. In the event of a partial taking by eminent domain, Lessor shall have no obligation to expend any funds toward repair or restoration of the Premises in excess of the amount of compensatory monetary damages (after reasonable expenses and attorneys' fees) actually paid to Lessor.

13. Lessee's Default.

(a) The occurrence of any one or more of the following events which is not cured within the applicable notice and/or grace/cure period (an "Event of Default"), shall constitute a breach of this Lease by Lessee:

(i) Failure of Lessee to pay Base Rent as such becomes due and payable, and such failure continues for more than five (5) days after Lessee's receipt of written notice from Lessor of such default.

(ii) Failure of Lessee to perform or observe any other material term or provision of this Lease, and such failure continues for a period of thirty (30) days after Lessor's written notice to Lessee; provided, however, that if the nature of Lessee's default is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

(iii) Lessee shall (i) file a petition in bankruptcy under any chapter of any federal or state insolvency bankruptcy act, (ii) fail to vacate or stay any insolvency or similar proceeding under the federal Bankruptcy Act or any state law within ninety (90) days after the proceeding is filed against such debtor, or (iii) fail to vacate or stay the appointment of a trustee or receiver for all or a major portion of Lessee's property within ninety (90) days after such appointment. Provided, however, in the event that any portion of this provision is contrary to applicable law, such contrary portions of this provision shall be of no force and effect.

(b) Upon the occurrence of an Event of Default, Lessor shall have the right to:

(i) Declare the unpaid Base Rent due as of the date of the default, or any part thereof, and accelerate all future Base Rent to the end of the Term due and payable forthwith, and bring an action for the recovery thereof; or

(ii) Terminate Lessee's right to possession of the Premises by any lawful means available and retake possession thereof for the account of Lessor, in which event Lessee shall immediately surrender possession of the Premises to Lessor and all further liability under this Lease on the part of Lessor and Lessee shall terminate; or

(iii) Maintain Lessee's right to possession, in which event this Lease shall continue in effect. In such event, Lessor shall be entitled to relet the Premises and enforce all of Lessor's rights and remedies under this Lease, including the right to collect Base Rent and any other sums due hereunder as it becomes due.

Notwithstanding the foregoing, Lessor agrees (i) to mitigate its damages, and (ii) that any rents or other sums received by Lessor in connection with the re-letting of the Premises will be applied by Lessor against any sums due under this Lease from Lessee.

14. Lessor's Default.

(a) Lessor shall be in default of this Lease if it fails or refuses to perform any provisions of this Lease that it is obligated to perform, if the failure to perform is not cured within thirty (30) days after written notice specifying the default has been given by Lessee to Lessor. If the default cannot reasonably be cured within thirty (30) days, Lessor shall not be in default of this Lease if Lessor commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default thereafter.

(b) Lessee, at any time after Lessor commits a default which Lessor fails to timely cure after receipt of proper notice, can cure the default at Lessor's cost or seek to specifically enforce the obligations of Lessor; provided, however, that in the event that Lessee reasonably believes that an emergency repair or replacement is required, regardless of whether or not the failure to immediately make the same would be a default of Lessor under this Lease, Lessee may immediately commence to make the repair or replacement in order to avoid damage to persons or property, provided that Lessee furnishes notice to Lessor as soon as reasonably possible thereafter. If Lessee, at any time, by reason of Lessor's default, pays any sum or does any reasonable act that requires the payment of any sum, the sum paid by Lessee shall be due immediately from Lessor to Lessee at the time the sum is paid by Lessee, provided, however, that Lessor shall have the right to contest the amount of such payment if Lessor reasonably believes that such payment was unnecessary or unreasonable in its amount. In the event Lessor does not contest such amount on a reasonable basis within five (5) days after Lessee notifies Lessor that such sums are owed to Lessee, Lessee shall have the right to deduct such sums from the Base Rent due hereunder.

15. Termination.

(a) Lessee shall deliver or surrender possession of the Premises to Lessor upon the termination of this Lease in the same condition and state of repair the Premises were in at the Commencement Date, ordinary wear and tear excepted.

(b) If Lessee retains possession of the Premises or any part thereof after the termination of this Lease by lapse of time or otherwise, without the consent of Lessor, then Lessee shall pay Lessor Base Rent at the rate of 125% of the Base Rent payable for the Lease Year immediately preceding said holdover, computed on a per month basis, for the time Lessee thus remains in possession. Any retention of the Premises after the termination of this Lease or any extension thereof shall be considered as a month-to-month holdover unless otherwise agreed to in writing by both parties.

16. Assignment or Subletting of Lessee's Interest.

(a) Lessee shall have the right to sublet any part of the Premises with Lessor's consent, provided that Lessee shall continue to be liable for the payment of all Base Rent required hereunder. Any assignment or sublease of all of the Premises shall be subject to Lessor's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Use of the Premises by any assignee or sublessee shall be subject to the terms of this Lease.

(b) Notwithstanding the foregoing, Lessee may, without the approval of Lessor, assign this Lease, or sublease the entire Premises, to: (i) any entity which has the power to direct Lessee's management and operation, or any entity whose management and operation is controlled by Lessee; or (ii) any entity a majority of whose voting stock or equity is directly or indirectly owned by Lessee or any of the stockholders or equity holders of Lessee; or (iii) any entity in which or with which Lessee, its successors or assigns, is merged or consolidated, in accordance with applicable statutory provisions for merger or consolidation of entities, so long as the liabilities of the entities participating in such merger or consolidation are assumed by the entity surviving such merger or created by such consolidation; or (iv) any entity acquiring this Lease and a substantial portion of Lessee's assets; or (v) any successor to a successor entity becoming such by either of the methods described in subsections (iii) or (iv) above.

17. Attorneys' Fees. In connection with any litigation relating to the interpretation or enforcement of this Lease, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred at all trial and appellate levels.

18. Subordination.

(a) This Lease shall be subject and subordinate at all times to the lien of any mortgage(s) which may now or hereafter exist as a lien upon the Premises, as long as the provisions of the Lease are not affected. Lessee shall execute upon request from Lessor a subordination, non-disturbance and attornment agreement ("SNDA") in such form as shall reasonably be requested by Lessor, in favor of any mortgage lender engaged by Lessor, so long as such agreement contains reasonable and customary non-disturbance provisions in favor of Lessee. Lessor shall, upon request from Lessee, obtain from its mortgagee its then current form of SNDA which shall be acceptable to Lessee. Lessor agrees to use commercially reasonable efforts to obtain such SNDA and to reasonably cooperate in good faith to facilitate the execution of such SNDA by Lessee, Lessor and Lessor's Mortgagee.

(b) Notwithstanding the foregoing and so long as Lessee is not in default in the payment of Base Rent or any of the other covenants and conditions of this Lease, its rights as lessee hereunder shall not be disturbed by any mortgagee or by any proceedings on the debt which any such mortgage secures or by virtue of a right or power contained in any such mortgage or the note secured thereby and any sale at foreclosure will be subject to this Lease.

(c) If any mortgage encumbering the Premises is foreclosed or acquired by a mortgagee by deed in lieu of foreclosure, then Lessee will attorn to the mortgagee or purchaser provided that the new owner has accepted the obligations of the Lessor hereunder.

19. Certificates by Lessee and Lessor.

(a) Lessee shall deliver to Lessor or to its mortgagee, auditors, or prospective purchaser, when requested by Lessor, a statement in writing, certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications), and that Lessor is not in default therein, or stating specifically any exceptions thereto; it being intended that any such statement delivered pursuant to this section may be relied upon by Lessor or any mortgagee or prospective purchaser.

(b) Lessor shall deliver to Lessee or its designee, when requested by Lessee, a statement in writing, certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications), that Lessee is not in default (or if claimed to be in default, stating the amount and nature of the default) and specifying the dates to which the Base Rent has been paid in advance, if any; it being intended that any such statement delivered pursuant to this section may be relied upon by Lessee or any sublessee or assignee or prospective sublessee or assignee of Lessee's interest herein.

20. No Waiver of Performance. No waiver by either party of any provision hereof shall be deemed to have been made unless such waiver be in writing signed by the waiving party. The failure of either party to insist upon the strict performance of any of the covenants or conditions of this Lease, or to exercise any option herein conferred, shall not be construed as waiving or relinquishing for the future any such covenants, conditions or option, but the same shall continue and remain in full force and effect.

21. Notices. All notices of request, demand and other communications hereunder shall be addressed to the parties as follows:

As to Lessor:

Memorial Hospital at Gulfport
4500 Thirteenth Street
Gulfport, Mississippi 39502
Attn: Chief Operating Officer - Operations
Fax: (228) 867-5357
Email: knicaud@mhg.com

with a copy to:

Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
One Eastover Center
100 Vision Drive, Suite 400
Jackson, Mississippi 39211
Attn: Barry K. Cockrell, Esq.

Fax: (601) 592-2426

As to Lessee:

TBD Acquisition II, LLC
c/o Universal Health Services, Inc.
Universal Corporate Center
367 South Gulph Road
King of Prussia, Pennsylvania 19406
Attn: General Counsel
Email: _____

with a copy to:

McDermott Will & Emery LLP
333 Avenue of the Americas, Suite 4500
Miami, Florida 33131
Attn: Harris Siskind, Esq.
Fax: (305) 347-6555

unless the address is changed by the party by like notice given to the other parties. Except as otherwise provided for herein, notice shall be in writing, and shall be emailed and mailed registered or certified mail, return receipt requested, or delivered by hand delivery or overnight delivery service, postage paid, or by facsimile to any designated numbers, and shall be deemed given on the earliest to occur of (i) the day of receipt thereof (or refusal to accept), (ii) the day following the timely deposit with an overnight delivery service before its deadline for next-day delivery, or (iii) three (3) business days after mailing certified mail, return receipt requested and postage prepaid to the address indicated.

22. Quiet Possession; Warranty of Title.

(a) Lessor covenants that if and so long as Lessee pays the Base Rent reserved by this Lease and performs and observes all of the covenants and conditions hereof, Lessee shall quietly enjoy the Premises for the Term of this Lease.

(b) Lessor warrants and represents that Lessor has good and marketable fee simple title to the Premises.

23. Lessor's Lien. Lessor hereby waives any and all rights it may now or hereafter have, whether under applicable law or otherwise, to impose a lien for unpaid Base Rent or any other charges against any of the property of the Lessee. Lessor shall execute any and all further documentation which may be requested by Lessee to confirm the foregoing.

24. Indemnity Against Liens. Lessee agrees that Lessee shall make prompt payment when due of any and all costs and expenses of any construction, installations, repairs or other improvements, including the cost of labor and materials and which are the responsibility of the Lessee hereunder or which may be ordered or desired by Lessee. The Lessee shall promptly pay or otherwise discharge or post bond to discharge any and all claims, expenses, and liens whatsoever, including any mechanics', materialmen's, and laborers' liens asserted or claimed against the Premises or any part thereof on account of any work, labor, or materials used in the Premises or in any improvement or change thereof made at the request of, or upon the order of, or to discharge the obligation of the Lessee.

25. Lessor's Consent. Lessor agrees that all consents which are required for Lessee's use and occupancy of the Premises in accordance with the terms of this Lease shall be provided to Lessee in order to

carry out the terms and the purpose of this Lease, and shall be conclusively presumed to have been given unless written notice to the contrary is received by Lessee within thirty (30) days of any written request for same by Lessee. In all instances in this Lease where consent of this Lessor is required, Lessor shall not unreasonably withhold, condition or delay such consent.

26. Brokers. Lessor and Lessee represent and warrant to each other that no brokerage commissions are due to any real estate broker in relation to this Lease, and agree to indemnify and hold each other harmless for any damages, costs or legal fees which may be incurred as a result of any claims for such commissions in contravention of the representations in this Section.

27. Insurance.

(a) At all times during the term hereof, Lessee shall procure and maintain for the benefit of Lessor and Lessee, at Lessee's sole cost and expense, a policy or policies of general liability and property damage insurance covering the Premises in the amount of \$1,000,000.00 per person for bodily injury and \$1,000,000.00 combined limit per occurrence for bodily injury and property damage liability. Lessee shall also maintain insurance covering its personal property located at the Premises in an amount not less than replacement value thereof. Lessor and Lessee agree that Lessor shall be named as an additional insured on the aforementioned policy of liability insurance, but not the insurance covering Lessee's personal property. Lessor shall have no interest in the insurance proceeds related to Lessor's personal property.

(b) At all times during the term hereof Lessor shall procure and maintain for the benefit of Lessor and Lessee, at Lessor's sole cost and expense, a policy or policies of insurance covering loss or damage to the Building (including, without limitation, the Premises) and the Common Areas, with limits in an amount of not less than the full replacement thereof, as the same may exist from time to time, providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, flood and windstorm.

(c) Except as described in Section 27(e) below, all insurance shall be issued by insurance companies and be in form and substance reasonably acceptable to Lessor. Each policy shall provide that it shall not be canceled, altered or non-renewed without twenty (20) days prior notice to Lessor. Lessee shall deliver to Lessor certificates evidencing the coverages required hereunder prior to entry into possession and prior to the expiration date of the initial or any renewal policies.

(d) Lessor and Lessee waive all rights, each against the other, for damages caused by fire or other perils covered by insurance or required to be covered by insurance hereunder, unless such waiver operates to invalidate any such policy. The insurance policies herein referred to, wherever they do not name both Lessor and Lessee as named insureds or as additional named insureds, shall be endorsed to provide for such waiver.

(e) Either party shall be permitted the right to self-insure (or have its parent or an affiliate corporation self-insure), in whole or in part, any of the coverages required hereby to be maintained by Lessor or Lessee.

28. Signs. Lessee shall have the right, at its sole cost and expense, to erect and maintain an exterior sign on the Building, so long as the same complies with all applicable Laws and subject to Lessor's reasonable approval thereof. Lessee shall secure all necessary permits and pay for the cost of fabricating, installation and maintenance of the approved sign and removal of such sign at termination of this Lease.

29. Governing Law; Venue. This Lease shall be construed and enforced under the laws of the State where the Premises are located. Venue of any legal action arising under or pursuant to this Lease shall be in the State where the Premises are located.

30. Paragraph Headings; Gender. The captions and paragraph headings or titles are included in this Lease solely for reference purposes and shall have no effect upon the construction or interpretation of any part hereof. The capitalized terms hereof shall have the meanings provided herein unless expressly stated to the contrary. Whenever in this Lease the word "its" is used, it shall refer likewise to "his", "her" or "their"; whenever the word "his" is used, it shall refer likewise to "her", "its" or "their"; and whenever the word "Lessor" or "Lessee" is used, it shall refer likewise to "lessor" and "lessee", respectively. The plural shall be substituted for the singular number in any place or places herein where the context may require such substitution or substitutions.

31. Entire Agreement. This written Lease constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Premises. It is expressly agreed that there are no verbal understanding or agreements which in any way change the terms, covenants, and conditions herein set forth, and that no modification of this Lease and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto.

32. Lessor's Representations and Warranties. In order to induce Lessee to enter into this Lease, Lessor warrants and represents to Lessee as of the Commencement Date the following: (i) the Premises are properly designed for and suitable for the operation of the Existing Use; (ii) Lessor has good and marketable fee simple title to the Premises; (iii) neither the Building nor the Premises are in violation of the provisions of any applicable building code, zoning code, fire regulation or any other law, ordinance, order or regulation in any material respect and Lessor has no knowledge of any facts which would give rise to the same; (iv) there are no material structural defects of any nature with respect to the Building or the Premises; (v) the air conditioning and heating systems, the plumbing and sprinkler systems, the roof, all electrical wiring and facilities, and all portions of the Building or the Premises which have operating parts are in good working condition ordinary wear and tear excepted; (vi) the execution and performance of this Lease will not result in a breach of or default by Lessor under any term or provision of any law, order, writ, decree, contract, agreement or other instrument to which Lessor is a party or is subject; and (vii) Lessor has all requisite power and authority, governmental and otherwise, to execute and perform this Lease, and this Lease has been duly authorized, executed and delivered by Lessor, constitutes the legal, valid and binding obligation of Lessor and is enforceable against Lessor in accordance with its terms.

33. Miscellaneous Provisions.

(a) For purposes herein, the parties agree that time shall be of the essence to this Lease and the representations and warranties made are all material and of the essence of this Lease.

(b) No waiver of any provision of this Lease shall be effective unless it is in writing, signed by both parties and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

(c) This Lease shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

(d) This Lease shall not be construed more strongly against any party regardless of who is responsible for its preparation.

(e) If any provision of this Lease is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Lease shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Lease; and, the remaining provisions of this Lease shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Lease.

(f) Nothing contained in this Lease shall be deemed or construed as creating the relationship of principal and agent or of partnership or joint venture between the parties hereto, it being understood and agreed that neither the method of computing Base Rent nor any other provision contained herein nor any acts of the parties hereto shall be deemed to create any relationship between the parties hereto other than that of Lessor and Lessee.

(g) Lessor and Lessee acknowledge that they were each represented by counsel in connection with this Lease and that each of them or their respective counsel reviewed and revised this Lease and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party or Lessor shall not be employed in the interpretation of this Lease. The words "hereof," "herein" and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Lease as a whole and not to any particular provision of this Lease, and article, section, paragraph, exhibit and schedule references are to the articles, sections, paragraphs, exhibits and schedules of this Lease unless otherwise specified. The words denoting persons shall include corporations and partnerships and vice versa. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions, if any, shall be controlled by the typewritten or handwritten provisions.

(h) Lessor and Lessee each agree to use commercially reasonable efforts to mitigate any damages that may be caused by virtue of the other's defaults under, or violation of, any of the terms and provisions of this Lease. Base Rent (net of any and all reasonable costs and expenses incurred by Lessor in reletting the Premises) for the Premises actually received by Lessor from any third party reletting the Premises after Lessee's default will be applied against sums due from Lessee under this Lease in such order as determined by Lessor.

(i) If there is a change in any law, regulation or rule, state or federal, which affects this Lease or the activities of either party under this Lease, or any change in the judicial or administrative interpretation of any such law, regulation or rule, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's business operations or its rights or obligations under this Lease, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Lease. If the parties are unable to reach an agreement concerning the modifications of this Lease within the earlier of thirty (30) days after the date of the notice seeking renegotiation or the effective date of the change, or if the change is effective immediately, then either party may immediately terminate this Lease by written notice to the other party.

(j) To the extent permitted by applicable law, the parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Lessor and Lessee, Lessee's use or occupancy of the Premises and/or any claim or injury or damage.

(k) The term "Lessor" as used in this Lease shall mean only the owner or owners at the time in question of the fee title of the Premises, and in the event of any transfer of such title or interest, the

Lessor herein named (and in case of any subsequent transfers then the grantor) shall be relieved from and after the date of such transfer of all liability as respects Lessor's obligations thereafter to be performed, provided that any funds in the hands of Lessor or the then grantor at the time of such transfer, in which Lessee has an interest, shall be delivered to the grantee. The obligations contained in this Lease to be performed by Lessor shall, subject as aforesaid, be binding on Lessor's successors and assigns, only during their respective periods of ownership. Notwithstanding any provision of this Lease to the contrary, the liability of the Lessor under this Lease shall be expressly limited to the Lessor's right, title and interest in and to the Premises and the income therefrom.

34. Taxes. During the Term, Lessee shall pay all taxes, public rates, dues and special assessments of every kind which shall become due and payable or which are assessed against or levied upon any personal property or other items placed upon the Premises by Lessee. During the Term, Lessor shall pay or reimburse to Lessee all taxes, public rates, dues and special assessments, if any, which shall become due and payable or which are assessed against or levied upon the Tenant's leasehold interest in the Premises.

35. Ground Lessor's Consent. Ground Lessor hereby consents to the terms of this Lease, including all Lessee's Rights, subject to the terms and conditions of the Ground Lease. Ground Lessor agrees that this consent shall constitute Ground Lessor's written consent to the Lease as required pursuant to the Ground Lease.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the respective parties have hereunto set their hands and seals and/or affixed their corporate seals and caused these presents to be executed by their duly authorized officers, as of the date set forth above.³

LESSOR:

MEMORIAL HOSPITAL AT GULFPORT

By: _____
Print Name: _____
Title: _____

LESSEE:

TBD ACQUISITION II, LLC

By: _____
Print Name: _____
Title: _____

³ Note to Draft: Mississippi specific execution requirements to be inserted, if any.

EXHIBIT "A"

SKETCH OF PREMISES

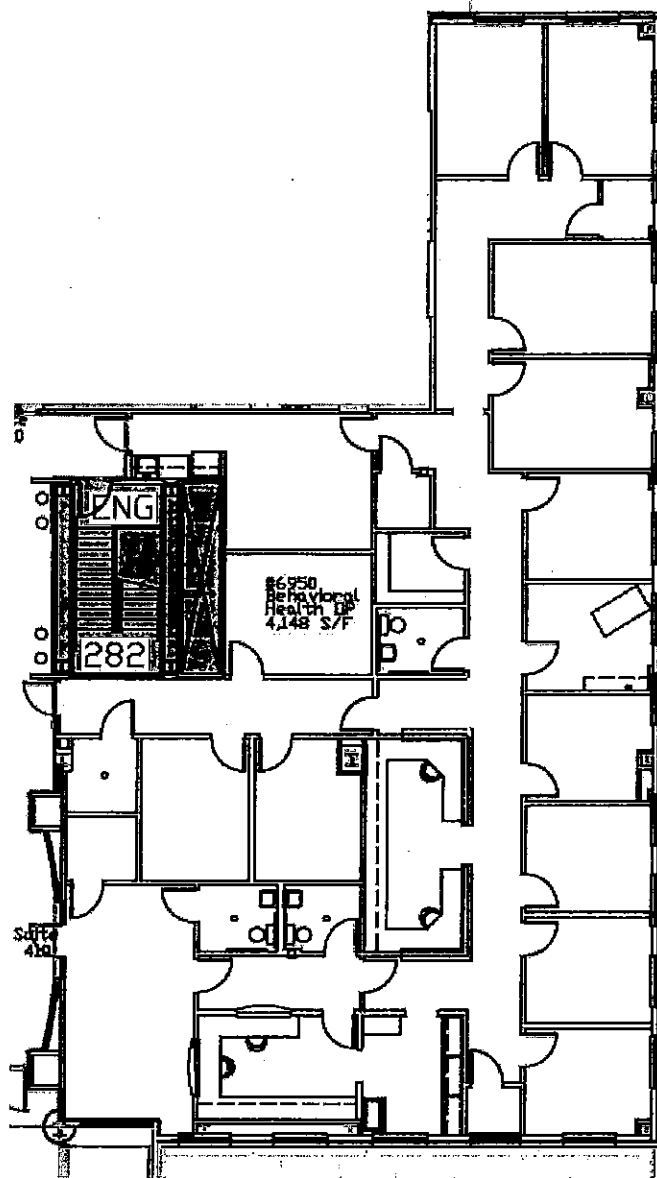


EXHIBIT "B"LEGAL DESCRIPTION OF REAL PROPERTY

A parcel of land situated and being located in a part of Lots 53, 54, 55 and 56 of the GOTTSCHEWITZ SURVEY of the Claude Ladner Claim Section, City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Beginning at the point of intersection of the easterly margin of Broad Avenue with the southerly margin of Old Pass Road, said point having Grid Coordinates North 345886.76 and East 834601.56 of the Mississippi State Plane Coordinate System, East Zone, N.A.D. '83; thence run from said POINT OF BEGINNING South 28 degrees 34 minutes 14 seconds East 250.00 feet along the easterly margin of Broad Avenue; thence run North 68 degrees 29 minutes 43 seconds East 105.16 feet; thence run North 21 degrees 57 minutes 20 seconds East 54.29 feet; thence run North 68 degrees 02 minutes 40 seconds East 125.58 feet; thence run North 21 degrees 57 minutes 20 seconds West 15.16 feet; thence run North 23 degrees 02 minutes 40 seconds East 25.36 feet; thence run North 68 degrees 02 minutes 40 seconds East 18.20 feet; thence run North 21 degrees 57 minutes 20 seconds West 159.45 feet to the southerly margin of Old Pass Road; thence run South 68 degrees 29 minutes 43 seconds West 198.59 feet to the POINT OF BEGINNING. Said described parcel contains 1,376 square feet or approximately 0.03 acres.

LESS AND EXCEPT portion conveyed to City of Gulfport for Broad Avenue Turn Lane, described as follows:

For the POINT OF BEGINNING commence at the point of intersection of the South margin of Old Pass Road (also known as 15th Street), and the East margin of Broad Avenue; thence run North 67 degrees 47 minutes 00 seconds East, along said South margin for a distance of 72.52 feet to a point; thence run South 22 degrees 20 minutes 45 seconds East for a distance of 20.99 feet to a point; thence run South 67 degrees 17 minutes 15 seconds West for a distance of 36.04 feet to a point; thence run South 72 degrees 10 minutes 10 seconds East for a distance of 22.26 feet to a point; thence run South 67 degrees 39 minutes 46 seconds West, for a distance of 30.73 feet to a point; thence run South 22 degrees 20 minutes 54 seconds East, for a distance of 57.82 feet to a point on the East margin of Broad Avenue; thence run North 26 degrees 49 minutes 03 seconds West, along said East margin, for a distance of 142.84 feet to the POINT OF BEGINNING, containing 2615 Square Feet or approximately 0.06 acres.

EXHIBIT D

EMPLOYEE LEASING AGREEMENT

This Employee Leasing Agreement (this “**Agreement**”) is made and entered into as of _____, 2017 (the “**Effective Date**”) by and between [TBD Acquisition II, LLC] (“**Lessee**”) and Memorial Hospital at Gulfport, a not for profit community hospital organized and existing under the laws of the State of Mississippi (“**Lessor**,” and together with Lessee, the “**Parties**,” and each individually, a “**Party**”).

RECITALS

WHEREAS, as of the [Effective Date], [TBD Acquisition II, LLC], an affiliate of Lessee, purchased from Lessor certain assets used in the operation of Lessor’s inpatient and outpatient behavioral health business (the “**Business**”); and

WHEREAS, as of the [Effective Date], the Parties also entered into that certain Service Agreement (together with the exhibits and schedules thereto, the “**Service Agreement**”) for the provision of certain transition services by Lessor to Lessee; and

WHEREAS, Lessor currently employs Michael Zieman (the “**Leased Employee**”), who provided services relating to the Business prior to the Effective Date; and

WHEREAS, pursuant to the Service Agreement, Lessor has agreed to continue to employ the Leased Employee for a limited transition period after the Effective Date and to lease the Leased Employee to Lessee during such period in order to facilitate the orderly transition of the Business from Lessor to Lessee, on the terms and subject to the conditions set forth herein.

AGREEMENT

In consideration of the foregoing, the mutual covenants herein contained and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the Parties by their execution hereof, effective as of the Effective Date, the Parties agree as follows.

1. Employment of the Leased Employee.

- a. Generally. Subject to Section 1.b below, Lessor agrees to continue to employ the Leased Employee throughout the Term and shall provide wages and benefits to the Leased Employee during the Term in accordance with this Agreement, including without limitation, Section 7 hereof.
- b. At-Will Employment. It is understood that, notwithstanding any term or condition of this Agreement, the Leased Employee is employed at will by Lessor and may be discharged by Lessor at any time and for any reason without the consent of Lessee, provided that, to the extent practicable, Lessor shall notify Lessee prior to any discharge of the Leased Employee.

2. **Place of Performance; Equipment.** All work and services by the Leased Employee hereunder will be performed at the business locations of Lessee or at such other place as may be reasonably designated by Lessee. Such locations shall be maintained at Lessee's sole cost and expense and will be maintained and/or equipped as necessary for the reasonable and safe performance by the Leased Employee of his/her duties in compliance with all applicable laws.

3. **Supervision.**

- a. During the Term, Lessee shall not act as an employer with respect to the Leased Employee and shall have no responsibility or authority as such. Lessor reserves the right, in its capacity as employer of the Leased Employee, to direct, supervise and discipline (including hire, fire and terminate) the Leased Employee. However, Lessee shall have the authority to designate tasks to be performed by the Leased Employee and shall have the authority to instruct and oversee Leased Employee in the manner, means and method of accomplishing such tasks.
- b. Leased Employee shall be responsible to the appropriate member of Lessee's administration staff and shall function in a departmental head capacity. Leased Employee shall comply with all reporting requirements of Lessee administration and shall be accountable to Lessee administration in the same manner as any department head of Lessee.

4. **Status of Leased Employee.** It is the intention of the Parties that during the Term the Leased Employee be treated as an employee of Lessor for all applicable requirements under federal, state and local laws, and that the Leased Employee not be an employee of Lessee. As it is expressly understood that the Leased Employee providing services under this Agreement is solely employed by Lessor, it is understood that Lessor retains the ultimate responsibility for all hiring and firing decisions as well as ensuring compliance with the Fair Labor Standards Act and any and all other applicable laws or regulations involving employee pay or benefits, and, as a result, to the extent permitted by applicable law and except as otherwise provided in Section 11.a, Lessor agrees to indemnify and hold harmless Lessee, its officers, agents and employees from and against employment claims raised by the Leased Employee including but not limited to ERISA or wage claims and any claims related to the termination of the Leased Employee's employment with Lessor.

5. **Insurance Coverage.** During the Term, Lessor or affiliates of Lessor shall maintain insurance coverage related to or associated with the employment of the Leased Employee, including workers' compensation and unemployment insurance levels and coverage types maintained by Lessor for employees similarly situated to Leased Employee or as otherwise required by applicable law. Lessor may satisfy these obligations through one or more programs of self-insurance, or as permitted by law.

Lessor shall furnish satisfactory certificates of such insurance upon Lessee's written request.

6. **No Assumption of Liabilities.** No Party is assuming any obligation or liability of any other Party as a result of this Agreement, except as may be otherwise specifically provided herein.

7. **Payments to Leased Employee.**

- a. **Wages.** Subject to the other provisions of this Agreement, Lessor acknowledges and agrees that it is responsible for and will pay (in accordance with its customary biweekly payroll practices) all wages, and associated federal, state and local payroll taxes and Social Security related to or associated with the employment of the Leased Employee during the Term. For purposes of this Section 7.a, wages shall include sick pay and accrued paid time off to the extent that such costs are actually incurred by Lessor during the Term. Lessor will pay such amounts directly to the Leased Employee or the appropriate agency, division or department, as applicable. Lessor agrees not to increase Leased Employee's wages without providing Lessee thirty (30) days' written notice of such increase.
- b. **Employee Benefits.** During the Term, Lessor or affiliates of Lessor shall continue to maintain employee benefit and fringe benefit plans, programs and arrangements substantially as in effect immediately prior to the Effective Date, including contributions under Lessor's 401(k) savings plan and participation in Lessor's pension plans, and continue to provide Leased Employee with such employee benefits and fringe benefits as authorized and provided pursuant to those plans, programs and arrangements as of such date, or as thereafter amended ("**Benefits**").
- c. **Taxes.** Lessor agrees to be solely responsible for withholding and submitting all required taxes, deductions, and withholdings attributable to the compensation payable to Leased Employee. To the extent permitted by governing law, Lessor hereby agrees to indemnify and hold Lessee harmless from any claim(s) from any taxing or other authority arising from Lessor's own acts or omissions related to the compensation provided under this Agreement.

8. **Fees; Lessee's Payment Timing; Invoicing; Reconciliation.**

- a. **Fees; Lessee's Payment Timing.** On a monthly basis (as more particularly specified below), Lessee agrees to pay Lessor by wire transfer of immediately available funds into an account controlled by Lessor the full amount of: (i) the gross wage-related payments to be made by Lessor pursuant to Section 7.a of this Agreement and which relate to Lessor's

biweekly payroll periods for the applicable calendar month; (ii) to the extent not included in Section 8.a.i of this Agreement, any and all federal, state or local statutory payroll and unemployment taxes to be made by Lessor pursuant to Section 7.a of this Agreement for such applicable calendar month; (iii) the estimated cost of the Benefits to be provided to the Leased Employee during the applicable calendar month of the Term in accordance with Section 7.b of this Agreement; and (iv) Lessor's or its affiliates' estimated cost of the insurance coverage to be provided to the Leased Employee during the applicable calendar month of the Term in accordance with Section 5 of this Agreement (each a "**Monthly Fee**" and collectively, for the entire Term, the "**Total Lease Fee**"). Lessee shall wire each such Monthly Fee, in accordance with the preceding sentence, no later than three (3) business days prior to the date when Lessor's first wage-related payments for the next applicable calendar month are due to be paid by Lessor in accordance with Section 7.a of this Agreement of this Agreement (each a "**Payroll Date**"). Notwithstanding anything to the contrary in this Agreement, each Monthly Fee described in subsections (i), (ii), (iii) and (iv) shall be subject to adjustment, if any, to reflect the reconciliation set forth in Section 8.c.i of this Agreement.

- b. **Invoicing.** Not less than ten (10) business days prior to the Payroll Date during each calendar month during the Term, Lessor shall provide Lessee a monthly invoice estimating the amount of each Monthly Fee owed during that calendar month in accordance with Section 8.a of this Agreement and describing each item described in subsections (i), (ii), (iii) and (iv) of Section 8.a above and including any applicable reconciliations in accordance with Section 8.c.i of this Agreement. During the Term, Lessee shall have reasonable access to the payroll records of the Leased Employee, subject to applicable law.

- c. **Reconciliation.**

- i. If during the Term, Lessor identifies that any Monthly Fee paid by Lessee was in excess of or less than Lessor's actual costs related to its employment of the Leased Employee during the corresponding monthly payroll period to which such Monthly Fee related, Lessor shall describe such underpayment or overpayment on the next invoice provided by Lessor to Lessee and the Monthly Fee to which such invoice relates shall be increased or decreased to reflect any such underpayment or overpayment as appropriate. Lessor shall promptly provide documentation supporting any such underpayment or overpayment upon Lessee's reasonable request.
- ii. Within ninety (90) days after the end of the Term, Lessor shall provide Lessee with documentation demonstrating Lessor's actual

costs related to the employment of the Leased Employee during the Term ("**Actual Employment Costs**"), along with the calculation of the Shortfall Amount (as defined below) or the Excess Amount (as defined below) (the "**Actual Employment Costs Notice**"). For purposes of this Agreement, Actual Employment Costs shall include gross wages, benefits and other ancillary employment-related costs, including, without limitation and to the extent not included in gross wages, federal, state and local payroll taxes and Social Security related to or associated with the employment of the Leased Employee and the costs of insurance coverage related to the Leased Employee. If Lessor's Actual Employment Costs exceed the Total Lease Fee, Lessee shall pay Lessor the amount by which the Actual Employment Costs exceed the Total Lease Fee (the "**Shortfall Amount**") by wire transfer in immediately available funds into an account controlled by Lessor within twelve (12) days after receiving the Actual Employment Costs Notice. Alternatively, if the Total Lease Fee exceeds Lessor's Actual Employment Costs, Lessor shall pay Lessee the amount by which the Total Lease Fee exceeds the Actual Employment Costs (the "**Excess Amount**") by wire transfer in immediately available funds into an account controlled by Lessee within twelve (12) days after providing the Actual Employment Costs Notice. Lessee shall have the right to review Lessor's data and calculations related to its calculation of the Actual Employment Costs and any Shortfall Amount or Excess Amount and, to the extent either Lessor or Lessee disputes its obligation to pay any Shortfall Amount or Excess Amount, as the case may be, Lessor and Lessee shall act in good faith to resolve such dispute and adjust the Total Lease Fee paid by Lessee hereunder. In addition, for purposes of this Agreement, any Shortfall Amount or Excess Amount shall be calculated in a manner that takes into account any reconciliations with respect to any Monthly Fee calculated in accordance with Section 8.c.i of this Agreement and which has already been paid or reimbursed at the time of such calculation.

9. **Third Party Beneficiaries.** This Agreement and all conditions and provisions hereof are for the sole and exclusive benefit of the Parties hereto and their respective successors and assigns and are not intended for the benefit of any other person. In particular, nothing expressed by or mentioned in this Agreement is intended or shall be construed to give Leased Employee or his or her respective heirs, assigns and beneficiaries, any legal or equitable right, remedy or claim under or in respect to this Agreement or any provision herein contained.

10. **Tax Returns.** Lessor will, at Lessee's sole cost and expense, prepare and file all tax returns required to be filed by Lessor as a result of Lessor's employment of the Leased Employee during the Term (including withholding tax returns and unemployment tax returns).

11. **Indemnification.**

- a. **Indemnification by Lessee.** Lessee assumes the risk of all damage, loss, cost and expense associated in any way with the rendering of services by the Leased Employee during the Term. Lessee hereby agrees to indemnify Lessor and its affiliates and assigns and to hold Lessor and such affiliates and assigns harmless from and against any and all liabilities, damages, costs, compensation, losses, expenses, fines, penalties and attorneys' fees of any kind (collectively referred to as "Losses") that may accrue to or be sustained by Lessor or such affiliates or assigns arising out of or resulting from Lessee's or its agent's actions regarding the Leased Employee during or relating to the Term (whether asserted during or after the Term), including those on account of any claim, demand, charge, suit, action, investigation or proceeding made or brought against Lessor or such affiliates or assigns by any person or entity, related to or arising from: (i) Lessee's material breach of this Agreement; (ii) any other matter relating to the leasing of the Leased Employee by Lessor during or relating to the Term and, in any event, arising out of or resulting from Lessee's or its agent's actions, (including, without limitation, claims arising out of tort, contract, equity, implied covenant, invasion of privacy, defamation, personal injury, emotional distress, discrimination (whether based on race, sex, age, color, national origin, religion, disability or any other class protected by law), harassment, retaliation, occupational safety and health claims, work-related injuries, any claim under the Age Discrimination in Employment Act (29 U.S.C. §621 et. seq.), the Civil Rights Act (42 U.S.C. §1981), Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000(a) et. seq.), the Civil Rights Act of 1991 (42 U.S.C. §1981(a) et. seq.), the Americans With Disabilities Act (42 U.S.C. §12101, et. seq.), , the Rehabilitation Act of 1973 (29 U.S.C. §701 et. seq.), any similar claim under common law and any similar claim under any federal, state or local statute, regulation, constitution, order or executive order); (iii) the ownership or operation of the Business (or any other location at which Leased Employee performs services pursuant to this Agreement) after the Effective Date; and (iv) Lessee's failure to comply with any of its obligations hereunder. This indemnification also expressly includes, without limitation, any claim for attorneys' fees, expert witness fees, medical expenses, costs, actual damages, compensatory damages, statutory damages, common law damages, penalties or any other type of damages. The foregoing indemnifications shall survive the termination of

this Agreement. Notwithstanding the foregoing, Lessee's indemnification obligations pursuant to this Section 11.a shall not apply to the extent of any Losses arising out of or resulting from Lessor's (or its employees' other than the Leased Employee) actions regarding the Leased employee, gross negligence, intentional or willful misconduct or material breach of this Agreement; provided, however, that the gross negligence or intentional or willful misconduct of the Leased Employee in performing services hereunder shall not be deemed to be the gross negligence or intentional or willful misconduct of Lessor.

- b. **Indemnification by Lessor.** To the extent permitted by applicable law, and in addition to the provisions of Section 4, Lessor agrees to indemnify Lessee and its assigns, and to hold Lessee and such assigns harmless from and against any and all Losses that may accrue to or be sustained by Lessee or such assigns on account of any claim, demand, charge, suit or action made or brought against Lessee or such assigns by any person or entity arising out of or resulting from Lessor's (or its employees' other than the Leased Employee) actions regarding the Leased employee, gross negligence, intentional or willful misconduct or material breach of this Agreement; provided, however, that the gross negligence or intentional or willful misconduct of the Leased Employee shall not be deemed to be the gross negligence or intentional or willful misconduct of Lessor. To the extent any federal, state, or local government agency challenges Leased Employee's status as an employee of Lessor under federal, state, or local law, Lessor agrees to cooperate with Lessee to establish Leased Employee's status as Lessor's employee and solely Lessor's employee, including providing all necessary paperwork and performing all necessary tasks. In the event that Leased Employee is found by a court of competent jurisdiction or by a final determination of a regulatory authority to be an employee of Lessee and entitled to any benefits or other remuneration, to the extent of the amount that Lessee has compensated Lessor for such benefits or other remuneration under Section 7 and to the extent permitted by applicable law, Lessor agrees to defend, indemnify, hold harmless, and insure Lessee for any such unpaid benefits or remuneration, but solely to the extent Lessee would otherwise pay the same category of expense twice to or with respect to such Leased Employee, for the same time period covered by such expense (i.e., once as a reimbursement of wages, Benefits, and/or taxes to Lessor under Section 7, and a second time in connection with Leased Employee's reclassification as an employee of Lessee, if any).
- c. **Limitation of Liability.** To the extent permitted by governing law, neither Lessor nor Lessee shall have any liability for consequential, special, incidental or punitive damage incurred by any other Party or any

of its affiliates or any third party (even if any such Party has been advised of the possibility of such damages), whether based on contract, tort or any legal theory, arising out of or related to this Agreement or the transactions contemplated herein.

12. **Late Payments.** Any amount due Lessor or Lessee hereunder and which is not paid when due shall bear interest at the prime rate (as published from time to time in The Wall Street Journal) plus two percent (2%) from such due date until paid in full. Such late charges shall be in addition to any other remedies available under this Agreement or otherwise.

13. **Compliance with Laws.** Lessee and Lessor agree to comply in all material respects with, and will cause their respective employees, agents and representatives to comply in all material respects with, all federal, state and local laws, rules, regulations, executive orders and standards regarding the leasing of the Leased Employee, including all such provisions pertaining to safety, labor and equal employment opportunities. Lessee and Lessor may not discriminate against the Leased Employee on the basis of national origin, race, color, religion, age, disability, sex or any other class protected by law.

14. **Personnel Policies.** Except as specified herein, all terms and conditions of employment applicable to the Leased Employee shall be governed by Lessor's personnel policies and practices in effect at the Effective Date, or as amended from time to time, and Lessee shall have no authority to enforce, alter or interpret such policies and practices. However, Leased Employee will be expected to adhere to Lessee's policies and practices while Leased Employee is on the premises of Lessee or affiliates of Lessee.

15. **HIPAA.** Lessor and Lessee both agree that during the Leased Employee's performance of services on behalf of Lessee, the Leased Employee shall be considered part of Lessee's "work force" as that term is defined in the Health Insurance Portability and Accountability Act's privacy regulations as codified in 45 C.F.R. § 160.103. Although Lessor provides training to employees regarding privacy and compliance. Lessee shall be responsible for training the Leased Employee in Lessee's privacy practices and compliance, especially as such practices differ from Lessor's.

16. **Representations of Lessor.** Lessor represents and warrants to Lessee that the Leased Employee is not a "Sanctioned Provider", meaning that the Leased Employee (i) is not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs, including, but not limited to, Medicare, Medicaid or TriCare, as defined in 42 USC § 1320a-7b(f) (the "**Federal Health Care Programs**"); (ii) is not convicted of a criminal offense related to the provision of health care items or services and has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Health Care Programs; and (iii) to the knowledge of Lessor, is not under investigation or otherwise aware of any circumstances which may result in the Leased Employee being excluded from participation in the Federal Health Care

Programs. Lessor agrees to check the OIG excluded provider list consistent with its established personnel practices during the Term to ensure the Leased Employee is not included on such list. This shall be an ongoing representation and warranty during the Term and Lessor shall immediately notify Lessee of any change in the status of the representation and warranty set forth in this Section.

17. **Confidentiality/Non-Disclosure.** Lessor shall require the Leased Employee to execute a confidentiality and non-disclosure agreement in a form reasonably acceptable to Lessee.

18. **Term; Termination.**

- a. This Agreement shall have an initial term of one (1) year, beginning on the Effective Date and expiring on the anniversary thereof (the “**Initial Term**”). Immediately thereafter, this Agreement shall automatically renew for successive one (1) year terms (each a “**Renewal Term**” and, collectively with the Initial Term, the “**Term**”), unless terminated in accordance with this Section 18. Upon termination of the Term, Leased Employee shall immediately cease providing work or services to or for Lessee.
- b. Either Party may terminate this Agreement in the event the other Party fails to make any payment due hereunder and such failure to pay remains uncured upon the expiration of fifteen (15) calendar days following receipt of written notice thereof. Any expiration or termination of this Agreement does not affect any amounts owed by Lessee to Lessor, or Lessor to Lessee, hereunder through such expiration or termination date, or any indemnification obligation of Lessee or Lessor hereunder, which indemnification obligations shall survive the expiration or termination of this Agreement.
- c. Either Party may terminate this Agreement, with or without cause or good reason, upon thirty (30) days’ written notice of termination to the other Party.
- d. The Parties may terminate this Agreement at any time upon mutual agreement.
- e. Notwithstanding anything in this Agreement to the contrary, this Agreement shall terminate upon termination of the Service Agreement.

19. **Miscellaneous.**

- a. **Entire Agreement.** This Agreement, together with the Service Agreement, constitutes the entire agreement of the Parties with respect to

the subject matter hereof. This Agreement may not be amended other than by written instrument signed by the Parties.

- b. **Applicability of Service Agreement.** This Agreement is delivered pursuant to the Service Agreement and, as between Lessor and Lessee and their respective affiliates, is subject in all respects to the provisions thereof and does not, and shall not be deemed to, alter, enlarge or otherwise modify the Service Agreement.
- c. **Survival.** Notwithstanding anything to the contrary in this Agreement, the provisions contained in Sections 7, 8, 11, 12, 13, 17 and 19 of this Agreement shall survive the expiration or termination of this Agreement.
- d. **Expenses and Attorneys' Fees.** Except as otherwise provided in this Agreement, each Party shall bear and pay its own costs and expenses relating to the preparation of this Agreement and to the transactions contemplated by, or the performance of or compliance with any condition or covenant set forth in, this Agreement. If any action is brought by any Party to enforce any provision of this Agreement and that is not resolved pursuant to arbitration in accordance with Section 19.h of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees.
- e. **Notices.** All notices, requests, consents, and other communications under this Agreement shall be in writing and shall be delivered by hand, overnight courier or given by electronic facsimile transmission (confirmed by delivery by nationwide overnight courier sent on the day of the sending of such facsimile transmission), or mailed by first class, certified or registered mail, return receipt requested, postage prepaid:

If to Lessor, to:

Memorial Hospital at Gulfport
4500 Thirteenth Street
Gulfport, Mississippi 39502
Attn: Chief Operating Officer

or at such other address as may be furnished in writing by Lessor to Lessee;

with a copy (not constituting notice) to:

Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
One Eastover Center
100 Vision Drive, Suite 400
Jackson, Mississippi 39211
Attn: Barry K. Cockrell, Esq.
Email: bcockrell@bakerdonelson.com

If to Lessee:

[TBD Acquisition II, LLC]
367 South Gulph Road
King of Prussia, PA 19406
Attn: General Counsel

with a copy (not constituting notice) to:

McDermott Will & Emery LLP
333 Avenue of the Americas
Suite 4500
Miami, Florida 33131
Attn: Harris C. Siskind, P.A.
Email: hsiskind@mwe.com

or at such other address as may be furnished in writing by Lessee to Lessor;

Except as otherwise provided in this Agreement, all notices and communications hereunder shall be deemed to have been duly given (i) when personally delivered or upon receipt when delivered by overnight courier, or, (ii) in the case of a mailed notice, three (3) days after the date deposited in the mails, postage prepaid, in each case given or addressed as aforesaid.

- f. **No Joint Venture or Partnership.** The Parties agree that nothing contained herein is to be construed as making the Parties joint venturers or partners.
- g. **Governing Law.** All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement and the exhibits and schedules hereto shall be governed by, and construed in accordance with, the Laws of the State of Mississippi, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Mississippi or any other jurisdiction) that would cause the

application of the laws of any jurisdiction other than the State of Mississippi.

h. **Dispute Resolution.**

All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement shall be governed by, and construed in accordance with, the Laws of the State of Mississippi, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Mississippi or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Mississippi.

To the extent permitted by governing law, Lessor and Lessee agree that any legal suit, claim, action, arbitration, proceeding or investigation based on or arising out of this Agreement or for recognition and enforcement of any judgment in respect thereof brought by a Party, or their respective successors or assigns (a "**Dispute**"), may first be submitted to mediation according to the *Commercial Mediation Procedures* of the American Arbitration Association ("**AAA**") (see www.adr.org). Such mediation shall be attended on behalf of each party for at least one (1) session by a senior executive of Lessor and a senior executive of Lessee with authority to resolve the Dispute. Any period of limitations that would otherwise expire between the initiation of mediation and its conclusion shall be extended until twenty (20) days after the conclusion of the mediation.

To the extent permitted by governing law, any Dispute not submitted to mediation or not resolved by mediation within forty-five (45) days of notice by one party to the other of the existence of a Dispute (unless the parties agree in writing to extend that period) shall be resolved by arbitration in accordance with the *Commercial Arbitration Rules* of the AAA ("**AAA Rules**"; see www.adr.org) and the Federal Arbitration Act, 9 U.S.C. §1 et seq. The arbitration shall be conducted in Gulfport, Mississippi, by one arbitrator. The arbitrator shall be an attorney licensed in the State of Mississippi, Alabama, Florida, or Louisiana and the AAA shall follow this designation for appointment of the arbitrator as required by R-13 of the AAA Rules.

The arbitrator shall follow the *ICDR Guidelines for Arbitrators Concerning Exchanges of Information* in managing and ruling on requests for discovery. The arbitrator, by accepting appointment, undertakes to exert her or his best efforts to conduct the process so as to issue an award within eight (8) months of her or his appointment, but failure to meet that timetable shall not affect the validity of the award.

The arbitrator shall decide the Dispute in accordance with the substantive law of Mississippi and shall not award any damages, fees, cost, expenses or any other amounts that the parties have agreed to exclude pursuant to this Agreement. The award of the arbitrator may be entered in any court of competent jurisdiction.

[SIGNATURES ON FOLLOWING PAGE; REMAINDER OF PAGE IS BLANK.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above.

LESSOR:

Memorial Hospital at Gulfport

By: _____

Name: _____

Its: _____

LESSEE:

[TBD Acquisition II, LLC]

By: _____

Name: _____

Its: _____

EXHIBIT E

DISCLOSURE SCHEDULES TO ASSET PURCHASE AGREEMENT
DATED AS OF [____], 2017
BETWEEN [TBD ACQUISITION II, LLC], UNIVERSAL HEALTH SERVICES, INC.,
AND MEMORIAL HOSPITAL AT GULFPORT

The attached Schedules contain exceptions to, and information to be provided pursuant to, the representations, warranties and covenants made in that certain Asset Purchase Agreement ("Agreement") dated as of _____, 2017 by and among [**TBD Acquisition II, LLC**], a Delaware limited liability company, ("Purchaser"), **Universal Health Services, Inc.**, a Delaware corporation (the "Guarantor") and **Memorial Hospital at Gulfport**, a Mississippi public community hospital organized and existing under the laws of the State of Mississippi (the "Seller"). Any exception disclosed pursuant to any specific section or sections of the Agreement, as designated below, shall be deemed to be disclosed for any and all other purposes required pursuant to the Agreement where such disclosure would be reasonably apparent from the context of the disclosed exception. Where the terms of a lease, contract or other disclosure item have been referenced, summarized or described in the Schedules, such reference, summary or description does not purport to be a complete statement of the material terms of such lease, contract or other item (unless required to be a complete statement pursuant to a specific item of disclosure or exception in the Agreement). Terms defined in the Agreement shall have the same meanings when used in the Schedules unless otherwise defined.

Schedule 1

Prepaid Items Amount

This Schedule 1 shall be updated post-Closing in accordance with Section 1.4(c) of the Agreement to set forth the Prepaid Items Amount and the Inventory Amount.

Estimated Inventory Amount. The Estimated Inventory Amount, as set forth in the Agreement, is \$34,650.00.

Estimated Prepaid Items Amount

	Payee	Date	Ck Number/CC	Amount	Period	Remaining as of 12/31/17
1.	CDWG - Quote # HTVC302 (Kodak 1 YR SVCAGR 4HR POST WTY)			\$6,775.07	1/1/17 - 1/26/18	\$450.52
2.	Mississippi State Board of Medical Licensure - Berger			\$202.42	7/1/17 - 6/30/18	\$101.21
4.	Mississippi State Board of Medical Licensure - Shavers			\$202.42	7/1/17 - 6/30/18	\$101.21
5.	Mississippi State Board of Medical Licensure - Rusch			\$202.42	7/1/17 - 6/30/18	\$101.21
6.	Mississippi State Board of Medical Licensure - James			\$202.42	7/1/17 - 6/30/18	\$101.21
8.	Mississippi State Board of Medical Licensure - Harbison			\$202.42	7/1/17 - 6/30/18	\$101.21

9.	Mississippi Board of Nursing - Giveans				\$200.00	1/1/17 T- 12/31/18	\$100.00
10.	Mississippi Board of Nursing -Martin				\$200.00	1/1/17 - 12/31/18	\$100.00
11.	Mississippi Board of Nursing -Morgan				\$200.00	1/1/17 - 12/31/18	\$100.00
12.	Mississippi Board of Nursing -Norman				\$200.00	1/1/17 - 12/31/18	\$100.00
13.	Mississippi Board of Pharmacy (Controlled Substance Registration)				\$50.00	11/1/17 - 10/31/18	\$41.67
14.	Mississippi Board of Pharmacy (Pharmacy Permit)				\$50.00	11/1/17 - 10/31/18	\$41.67
15.	Controlled Substance/Regulated Chemical Registration Certificate				\$731.00	1/8/15 - 1/31/18	\$243.66

TOTAL: \$1,683.56

Schedule 1.1(a)

Tangible Personal Property

	Owner	Location	Asset Number	Description	Qty	Inventory Date	Total Replacement Value	Total Market Value
1.	MBH		GRP00282	BED	2	11/17/15	\$1,000.00	\$200.00
2.	MBH		GRP00286	BED	2	11/17/15	\$1,000.00	\$200.00
3.	MBH		GRP00287	BEDSIDE CABINET	2	11/17/15	\$400.00	\$100.00
4.	MBH		GRP00283	BEDSIDE CABINET	2	11/17/15	\$400.00	\$100.00
5.	MBH		GRP00284	DESK / SINGLE PEDESTAL	2	11/17/15	\$400.00	\$100.00
6.	MBH		GRP00288	DESK / SINGLE PEDESTAL	2	11/17/15	\$400.00	\$100.00
7.	MBH		GRP00285	STUDENT CHAIR / SOFT LARGE	2	11/17/15	\$80.00	\$16.00
8.	MBH		GRP00289	STUDENT CHAIR / SOFT LARGE	2	11/17/15	\$80.00	\$16.00
9.	MBH		GRP00276	BED	2	11/17/15	\$1,000.00	\$200.00
10.	MBH		GRP00277	BEDSIDE CABINET	2	11/17/15	\$400.00	\$100.00
11.	MBH		GRP00275	DESK / SINGLE PEDESTAL	2	11/17/15	\$400.00	\$100.00
12.	MBH		GRP00274	STUDENT CHAIR / SOFT LARGE	2	11/17/15	\$80.00	\$16.00
13.	MBH		GRP00278	BED	2	11/17/15	\$1,000.00	\$200.00
14.	MBH		GRP00279	BEDSIDE CABINET	2	11/17/15	\$400.00	\$100.00
15.	MBH		GRP00280	DESK / SINGLE PEDESTAL	2	11/17/15	\$400.00	\$100.00
16.	MBH		GRP00281	STUDENT CHAIR / SOFT LARGE	2	11/17/15	\$80.00	\$16.00
17.	MBH		GRP00267	BED	2	11/17/15	\$1,000.00	\$200.00
18.	MBH		GRP00269	BEDSIDE CABINET	2	11/17/15	\$400.00	\$100.00
19.	MBH		GRP00266	DESK / SINGLE PEDESTAL	2	11/17/15	\$400.00	\$100.00
20.	MBH		GRP00268	STUDENT CHAIR / SOFT LARGE	1	11/17/15	\$40.00	\$8.00
21.	MBH		GRP00270	BED	2	11/17/15	\$1,000.00	\$200.00
22.	MBH		GRP00271	BEDSIDE CABINET	2	11/17/15	\$400.00	\$100.00
23.	MBH		GRP00272	DESK / SINGLE PEDESTAL	2	11/17/15	\$400.00	\$100.00
24.	MBH		GRP00273	STUDENT CHAIR / SOFT LARGE	2	11/17/15	\$80.00	\$16.00

Owner	Location	Asset Number	Description	Qty	Inventory Date	Total Replacement Value	Total Market Value
25.	MBH	GRP00310	BED	2	11/17/15	\$1,000.00	\$200.00
26.	MBH	GRP00311	BEDSIDE CABINET	2	11/17/15	\$400.00	\$100.00
27.	MBH	GRP00308	DESK / SINGLE PEDESTAL	2	11/17/15	\$400.00	\$100.00
28.	MBH	GRP00309	STUDENT CHAIR / SOFT LARGE	2	11/17/15	\$80.00	\$16.00
29.	MBH	GRP00318	BED	2	11/17/15	\$1,000.00	\$200.00
30.	MBH	GRP00317	BEDSIDE CABINET	2	11/17/15	\$400.00	\$100.00
31.	MBH	GRP00319	DESK / SINGLE PEDESTAL	2	11/17/15	\$400.00	\$100.00
32.	MBH	GRP00320	STUDENT CHAIR / SOFT LARGE	2	11/17/15	\$80.00	\$16.00
33.	MBH	GRP00315	BED	2	11/17/15	\$1,000.00	\$200.00
34.	MBH	GRP00313	BEDSIDE CABINET	1	11/17/15	\$200.00	\$50.00
35.	MBH	GRP00314	DESK / SINGLE PEDESTAL	1	11/17/15	\$200.00	\$50.00
36.	MBH	GRP00316	STUDENT CHAIR / SOFT LARGE	1	11/17/15	\$40.00	\$8.00
37.	MBH	GRP00325	BED	2	11/17/15	\$1,000.00	\$200.00
38.	MBH	GRP00326	BEDSIDE CABINET	2	11/17/15	\$400.00	\$100.00
39.	MBH	GRP00329	CHAIR / TASK NO ARM	1	11/17/15	\$175.00	\$40.00
40.	MBH	GRP00327	DESK / SINGLE PEDESTAL	2	11/17/15	\$400.00	\$100.00
41.	MBH	GRP00330	DESK / TABLE	1	11/17/15	\$800.00	\$200.00
42.	MBH	GRP00328	STUDENT CHAIR / SOFT LARGE	1	11/17/15	\$40.00	\$8.00
43.	MBH	GRP00322	BED	2	11/17/15	\$1,000.00	\$200.00
44.	MBH	GRP00323	BEDSIDE CABINET	2	11/17/15	\$400.00	\$100.00
45.	MBH	GRP00321	DESK / SINGLE PEDESTAL	2	11/17/15	\$400.00	\$100.00
46.	MBH	GRP00324	STUDENT CHAIR / SOFT LARGE	2	11/17/15	\$80.00	\$16.00
47.	MBH	GRP00335	BED	2	11/17/15	\$1,000.00	\$200.00
48.	MBH	GRP00336	BEDSIDE CABINET	2	11/17/15	\$400.00	\$100.00
49.	MBH	GRP00337	DESK / SINGLE PEDESTAL	2	11/17/15	\$400.00	\$100.00
50.	MBH	GRP00338	STUDENT CHAIR / SOFT LARGE	2	11/17/15	\$80.00	\$16.00

	Owner	Location	Asset Number	Description	Qty	Inventory Date	Replacement Value	Total Market Value
51.	MBH		GRP00331	BED	2	11/17/15	\$1,000.00	\$200.00
52.	MBH		GRP00332	BEDSIDE CABINET	2	11/17/15	\$400.00	\$100.00
53.	MBH		GRP00333	DESK / SINGLE PEDESTAL	2	11/17/15	\$400.00	\$100.00
54.	MBH		GRP00334	STUDENT CHAIR / SOFT LARGE	2	11/17/15	\$80.00	\$16.00
55.	MBH		GRP00339	BED	2	11/17/15	\$1,000.00	\$200.00
56.	MBH		GRP00340	BEDSIDE CABINET	2	11/17/15	\$400.00	\$100.00
57.	MBH		GRP00341	DESK / SINGLE PEDESTAL	2	11/17/15	\$400.00	\$100.00
58.	MBH		GRP00342	STUDENT CHAIR / SOFT LARGE	2	11/17/15	\$80.00	\$16.00
59.	MBH		GRP00343	BEDSIDE CABINET	2	11/17/15	\$400.00	\$100.00
60.	MBH		GRP00344	BEDSIDE CABINET	2	11/17/15	\$400.00	\$100.00
61.	MBH		GRP00345	DESK / SINGLE PEDESTAL	2	11/17/15	\$400.00	\$100.00
62.	MBH		GRP00346	STUDENT CHAIR / SOFT LARGE	2	11/17/15	\$80.00	\$16.00
63.	MBH		GRP00349	BED	2	11/17/15	\$1,000.00	\$200.00
64.	MBH		GRP00350	BEDSIDE CABINET	2	11/17/15	\$400.00	\$100.00
65.	MBH		GRP00348	DESK / SINGLE PEDESTAL	2	11/17/15	\$400.00	\$100.00
66.	MBH		GRP00347	STUDENT CHAIR / SOFT LARGE	2	11/17/15	\$80.00	\$16.00
67.	MBH		GRP00028	BED	2	11/16/15	\$1,000.00	\$200.00
68.	MBH		GRP00027	BEDSIDE CABINET	2	11/16/15	\$400.00	\$100.00
69.	MBH		GRP00026	CHAIR / SIDE NO ARM	2	11/16/15	\$300.00	\$60.00
70.	MBH		GRP00029	DESK / SINGLE PEDESTAL	2	11/16/15	\$400.00	\$100.00
71.	MBH		GRP00051	BED	1	11/16/15	\$500.00	\$100.00
72.	MBH		GRP00052	BEDSIDE CABINET	1	11/16/15	\$200.00	\$50.00
73.	MBH		GRP00054	CHAIR / SIDE NO ARM	1	11/16/15	\$150.00	\$30.00
74.	MBH		GRP00053	DESK / SINGLE PEDESTAL	1	11/16/15	\$200.00	\$50.00
75.	MBH		GRP00019	BED	1	11/16/15	\$500.00	\$100.00
76.	MBH		GRP00020	BEDSIDE CABINET	1	11/16/15	\$200.00	\$50.00

	Owner	Location	Asset Number	Description	Qty	Inventory Date	Replacement Value	Total Market Value
77.	MBH		GRP00018	CHAIR / SIDE NO ARM	1	11/16/15	\$150.00	\$30.00
78.	MBH		GRP00021	DESK / SINGLE PEDESTAL	1	11/16/15	\$200.00	\$50.00
79.	MBH		GRP00010	BED	1	11/16/15	\$500.00	\$100.00
80.	MBH		GRP00013	BEDSIDE CABINET	1	11/16/15	\$200.00	\$50.00
81.	MBH		GRP00012	CHAIR / SIDE NO ARM	1	11/16/15	\$150.00	\$30.00
82.	MBH		GRP00011	DESK / SINGLE PEDESTAL	1	11/16/15	\$200.00	\$50.00
83.	MBH		GRP00014	BED	1	11/16/15	\$500.00	\$100.00
84.	MBH		GRP00015	BEDSIDE CABINET	1	11/16/15	\$200.00	\$50.00
85.	MBH		GRP00017	CHAIR / SIDE NO ARM	1	11/16/15	\$150.00	\$30.00
86.	MBH		GRP00016	DESK / SINGLE PEDESTAL	1	11/16/15	\$200.00	\$50.00
87.	MBH		GRP00032	BED	1	11/16/15	\$500.00	\$100.00
88.	MBH		GRP00033	BEDSIDE CABINET	1	11/16/15	\$200.00	\$50.00
89.	MBH		GRP00031	CHAIR / SIDE NO ARM	1	11/16/15	\$150.00	\$30.00
90.	MBH		GRP00030	DESK / DOUBLE PEDESTAL	1	11/16/15	\$800.00	\$200.00
91.	MBH		GRP00022	BED	2	11/16/15	\$1,000.00	\$200.00
92.	MBH		GRP00023	BEDSIDE CABINET	2	11/16/15	\$400.00	\$100.00
93.	MBH		GRP00025	CHAIR / SIDE NO ARM	2	11/16/15	\$300.00	\$60.00
94.	MBH		GRP00024	DESK / SINGLE PEDESTAL	2	11/16/15	\$400.00	\$100.00
95.	MBH		GRP000910	CABINET / STORAGE TALL	1	11/19/15	\$300.00	\$75.00
96.	MBH		GRP000913	CHAIR / SIDE W / ARM	1	11/19/15	\$175.00	\$40.00
97.	MBH		GRP000908	CHAIR / TASK NO ARM	1	11/19/15	\$175.00	\$40.00
98.	MBH		GRP000907	CHAIR / TASK W / ARM	1	11/19/15	\$200.00	\$50.00
99.	MBH		GRP000916	COMPUTER / DESKTOP	1	11/19/15	\$600.00	\$100.00
100.	MBH		GRP000909	DESK / L / SHAPE	1	11/19/15	\$1,200.00	\$300.00
101.	MBH		GRP000911	FILE CABINET / VERTICAL 2DR	2	11/19/15	\$150.00	\$50.00
102.	MBH		GRP000912	LOVESEAT	1	11/19/15	\$700.00	\$175.00

	Owner / Location	Asset Number	Description	Qty	Inventory Date	Replacement Value	Total Market Value
103.	MBH	GRP00915	MONITOR / FLAT	1	11/19/15	\$175.00	\$50.00
104.	MBH	GRP00917	PRINTER / INKJET	1	11/19/15	\$400.00	\$100.00
105.	MBH	GRP00914	TABLE / END	1	11/19/15	\$125.00	\$25.00
106.	MBH	GRP00124	BED	2	11/16/15	\$1,000.00	\$200.00
107.	MBH	GRP00125	BEDSIDE CABINET	2	11/16/15	\$400.00	\$100.00
108.	MBH	GRP00120	BED	1	11/16/15	\$500.00	\$100.00
109.	MBH	GRP00123	BEDSIDE CABINET	1	11/16/15	\$200.00	\$50.00
110.	MBH	GRP00122	CHAIR / SIDE NO ARM	1	11/16/15	\$150.00	\$30.00
111.	MBH	GRP00121	DESK / SINGLE PEDESTAL	1	11/16/15	\$200.00	\$50.00
112.	MBH	GRP00126	BED	1	11/16/15	\$500.00	\$100.00
113.	MBH	GRP00706	BOOKCASE / 4 / AND UP SHELF	1	11/18/15	\$225.00	\$65.00
114.	MBH	GRP00709	CHAIR / SIDE W / ARM	1	11/18/15	\$175.00	\$40.00
115.	MBH	GRP00712	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
116.	MBH	GRP00710	DESK / L / SHAPE	1	11/18/15	\$1,200.00	\$300.00
117.	MBH	GRP00707	FILE CABINET / LATERAL 2 DR	1	11/18/15	\$200.00	\$75.00
118.	MBH	GRP00705	FILE CABINET / VERTICAL 2DR	1	11/18/15	\$75.00	\$25.00
119.	MBH	GRP00708	LOVESEAT	1	11/18/15	\$700.00	\$175.00
120.	MBH	GRP00713	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
121.	MBH	GRP00714	SCALE / PLATFORM	1	11/18/15	\$1,700.00	\$400.00
122.	MBH	GRP00711	TABLE / END	1	11/18/15	\$125.00	\$25.00
123.	MBH	GRP00503	BOOKCASE / 4 / AND UP SHELF	2	11/18/15	\$450.00	\$130.00
124.	MBH		CHAIR / TASK HIGH BACK / EXECUTIVE	1	11/18/15	\$300.00	\$75.00
125.	MBH	GRP00497	CHAIR / TASK NO ARM	1	11/18/15	\$175.00	\$40.00
126.	MBH	GRP00496	CHAIR / TASK W / ARM	1	11/18/15	\$200.00	\$50.00
127.	MBH	GRP00505	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00

	Owner	Location	Asset Number	Description	Qty	Inventory Date	Replacement Value	Total Market Value
128.	MBH		GRP00507	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
129.	MBH		GRP00501	DESK / COMPUTER	1	11/18/15	\$250.00	\$50.00
130.	MBH		GRP00500	DESK / DOUBLE PEDESTAL	1	11/18/15	\$800.00	\$200.00
131.	MBH		GRP00499	DESK / L / SHAPE	1	11/18/15	\$1,200.00	\$300.00
132.	MBH		GRP00502	FILE CABINET / VERTICAL 4 DR	1	11/18/15	\$200.00	\$75.00
133.	MBH		GRP00506	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
134.	MBH		GRP00508	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
135.	MBH		GRP00504	PRINTER / INKJET	1	11/18/15	\$400.00	\$100.00
136.	MBH		GRP00491	BOOKCASE / 4 / AND UP SHELF	1	11/18/15	\$225.00	\$65.00
137.	MBH		GRP00490	CHAIR / TASK W / ARM	1	11/18/15	\$200.00	\$50.00
138.	MBH		GRP00494	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
139.	MBH		GRP00492	DESK / L / SHAPE	1	11/18/15	\$1,200.00	\$300.00
140.	MBH		GRP00489	FILE CABINET / VERTICAL 4 DR	1	11/18/15	\$200.00	\$75.00
141.	MBH		GRP00488	LOVESEAT	1	11/18/15	\$700.00	\$175.00
142.	MBH		GRP00493	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
143.	MBH		GRP00487	SOFA	1	11/18/15	\$1,200.00	\$300.00
144.	MBH		GRP00495	TABLE / END	1	11/18/15	\$125.00	\$25.00
145.	MBH		GRP00478	BOOKCASE / 4 / AND UP SHELF	1	11/18/15	\$225.00	\$65.00
146.	MBH		GRP00483	CHAIR / SIDE W / ARM	1	11/18/15	\$175.00	\$40.00
147.	MBH		GRP00486	CHAIR / TASK NO ARM	1	11/18/15	\$175.00	\$40.00
148.	MBH		GRP00484	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
149.	MBH		GRP00477	FILE CABINET / VERTICAL 2DR	1	11/18/15	\$75.00	\$25.00
150.	MBH		GRP00476	FILE CABINET / VERTICAL 4 DR	1	11/18/15	\$200.00	\$75.00
151.	MBH		GRP00480	LOVESEAT	1	11/18/15	\$700.00	\$175.00
152.	MBH		GRP00485	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
153.	MBH		GRP00479	SOFA	1	11/18/15	\$1,200.00	\$300.00

	Owner	Location	Asset Number	Description	Qty	Inventory Date	Total Replacement Value	Total Market Value
154.	MBH		GRP00481	TABLE / COFFEE	1	11/18/15	\$325.00	\$150.00
155.	MBH		GRP00482	WORKSTATION / ASSOCIATE	1	11/18/15	\$2,400.00	\$600.00
156.	MBH		GRP00646	BOOKCASE / 4 / AND UP SHELF	1	11/18/15	\$225.00	\$65.00
157.	MBH		GRP00642	CHAIR / SIDE W / ARM	2	11/18/15	\$350.00	\$80.00
158.	MBH		GRP00643	CHAIR / TASK W / ARM	1	11/18/15	\$200.00	\$50.00
159.	MBH		GRP00647	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
160.	MBH		GRP00644	DESK / L / SHAPE	1	11/18/15	\$1,200.00	\$300.00
161.	MBH		GRP00645	FILE CABINET / LATERAL 2 DR	1	11/18/15	\$200.00	\$75.00
162.	MBH		GRP00649	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
163.	MBH		GRP00648	PRINTER / INKJET	1	11/18/15	\$400.00	\$100.00
164.	MBH		GRP00983	BOOKCASE / 4 / AND UP SHELF	2	11/19/15	\$450.00	\$130.00
165.	MBH		GRP00987	CHAIR / SIDE W / ARM	3	11/19/15	\$525.00	\$120.00
166.	MBH		GRP00991	COMPUTER / DESKTOP	1	11/19/15	\$600.00	\$100.00
167.	MBH		GRP00990	COMPUTER / TABLET	1	11/19/15	\$600.00	\$225.00
168.	MBH		GRP00985	DESK / DOUBLE PEDESTAL	1	11/19/15	\$800.00	\$200.00
169.	MBH		GRP00982	DESK / L / SHAPE	1	11/19/15	\$1,200.00	\$300.00
170.	MBH		GRP00984	FILE CABINET / LATERAL 4 DR	1	11/19/15	\$600.00	\$125.00
171.	MBH		GRP00989	MONITOR / FLAT	1	11/19/15	\$175.00	\$50.00
172.	MBH		GRP00988	PRINTER / LASER	1	11/19/15	\$200.00	\$50.00
173.	MBH		GRP00986	TABLE / END	2	11/19/15	\$250.00	\$50.00
174.	MBH		GRP00992	TV / TUBE	1	11/19/15	\$200.00	\$25.00
175.	MBH		GRP00898	BOOKCASE / 4 / AND UP SHELF	1	11/18/15	\$225.00	\$65.00
176.	MBH		GRP00904	BOOKCASE / 4 / AND UP SHELF	1	11/18/15	\$225.00	\$65.00
177.	MBH		GRP00900	CHAIR / SIDE W / ARM	2	11/18/15	\$350.00	\$80.00
178.	MBH		GRP00902	CHAIR / TASK W / ARM	3	11/18/15	\$600.00	\$150.00
179.	MBH		GRP00905	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00

	Owner	Location	Asset Number	Description	Qty	Inventory Date	Replacement Value	Total Market Value
180.	MBH		GRP00893	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
181.	MBH		GRP00897	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
182.	MBH		GRP00899	DESK / TABLE	1	11/18/15	\$800.00	\$200.00
183.	MBH		GRP00890	DESK / U / SHAPE	1	11/18/15	\$1,600.00	\$400.00
184.	MBH		GRP00903	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
185.	MBH		GRP00891	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
186.	MBH		GRP00892	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
187.	MBH		GRP00895	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
188.	MBH		GRP00901	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
189.	MBH		GRP00896	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
190.	MBH		GRP00906	PRINTER / INKJET	1	11/18/15	\$400.00	\$100.00
191.	MBH		GRP00894	PRINTER / LASER	1	11/18/15	\$1,000.00	\$200.00
192.	MBH		GRP00517	CHAIR / SIDE W / ARM	4	11/18/15	\$700.00	\$160.00
193.	MBH		GRP00518	TABLE / END	2	11/18/15	\$250.00	\$50.00
194.	MBH		GRP00519	TV / FLAT PANEL	1	11/18/15	\$300.00	\$125.00
195.	MBH		GRP00516	WAITING ROOM GANG CHAIR	2	11/18/15	\$800.00	\$300.00
196.	MBH		GRP00002	CHAIR / SIDE W / ARM	2	11/16/15	\$350.00	\$80.00
197.	MBH		GRP00003	DESK / TABLE	1	11/16/15	\$800.00	\$200.00
198.	MBH		GRP00001	WAITING ROOM GANG CHAIR	1	11/16/15	\$500.00	\$175.00
199.	MBH		GRP00004	CHAIR / SIDE W / ARM	2	11/16/15	\$350.00	\$80.00
200.	MBH		GRP00005	DESK / TABLE	1	11/16/15	\$800.00	\$200.00
201.	MBH		GRP00006	WAITING ROOM GANG CHAIR	1	11/16/15	\$500.00	\$200.00
202.	MBH		GRP00007	CHAIR / SIDE W / ARM	3	11/16/15	\$525.00	\$120.00
203.	MBH		GRP00009	DESK / TABLE	1	11/16/15	\$800.00	\$200.00
204.	MBH		GRP00008	WAITING ROOM GANG CHAIR	1	11/16/15	\$350.00	\$150.00
205.	MBH		GRP00944	CHAIR / TASK W / ARM	5	11/19/15	\$1,000.00	\$250.00

	Owner	Location	Asset Number	Description	Qty	Inventory Date	Total Replacement Value	Total Market Value
206.	MBH		GRP00949	COMPUTER / DESKTOP	1	11/19/15	\$600.00	\$100.00
207.	MBH		GRP00952	COMPUTER / DESKTOP	1	11/19/15	\$600.00	\$100.00
208.	MBH		GRP00955	COMPUTER / DESKTOP	1	11/19/15	\$600.00	\$100.00
209.	MBH		GRP00957	COMPUTER / DESKTOP	1	11/19/15	\$600.00	\$100.00
210.	MBH		GRP00953	COMPUTER / LAPTOP	1	11/19/15	\$800.00	\$200.00
211.	MBH		GRP00946	COMPUTER / LAPTOP	1	11/19/15	\$800.00	\$200.00
212.	MBH		GRP00950	COMPUTER / TABLET	1	11/19/15	\$600.00	\$225.00
213.	MBH		GRP00947	FILE CABINET / LATERAL 5 DR	1	11/19/15	\$800.00	\$200.00
214.	MBH		GRP00958	MONITOR / FLAT	1	11/19/15	\$175.00	\$50.00
215.	MBH		GRP00951	MONITOR / FLAT	1	11/19/15	\$175.00	\$50.00
216.	MBH		GRP00956	MONITOR / FLAT	1	11/19/15	\$175.00	\$50.00
217.	MBH		GRP00954	MONITOR / FLAT	1	11/19/15	\$175.00	\$50.00
218.	MBH		GRP00948	MONITOR / FLAT	1	11/19/15	\$175.00	\$50.00
219.	MBH		GRP00945	WORKSTATION / ASSOCIATE CHAIR / TASK HIGH BACK / EXECUTIVE	4	11/19/15	\$9,600.00	\$2,400.00
220.	MBH		GRP00838	COMPUTER / DESKTOP	1	11/18/15	\$300.00	\$75.00
221.	MBH		GRP00841	DESK / L / SHAPE	1	11/18/15	\$600.00	\$100.00
222.	MBH		GRP00837	LOVESEAT	2	11/18/15	\$1,200.00	\$300.00
223.	MBH		GRP00835	MONITOR / FLAT	1	11/18/15	\$1,400.00	\$350.00
224.	MBH		GRP00840	PRINTER / LASER	1	11/18/15	\$175.00	\$50.00
225.	MBH		GRP00839	STUDENT CHAIR / SOFT LARGE	1	11/18/15	\$300.00	\$75.00
226.	MBH		GRP00842	TABLE / END	1	11/18/15	\$40.00	\$8.00
227.	MBH		GRP00836	ARMOIRE	1	11/17/15	\$125.00	\$25.00
228.	MBH		GRP00430	BOOKCASE / 4 / AND UP SHELF	1	11/17/15	\$1,300.00	\$350.00
229.	MBH		GRP00434	CHAIR / TASK W / ARM	2	11/17/15	\$450.00	\$130.00
230.	MBH		GRP00439		1	11/17/15	\$200.00	\$50.00

	Owner	Location	Asset Number	Description	Qty	Inventory Date	Replacement Value	Total Market Value
231.	MBH		GRP00432	LOVESEAT	1	11/17/15	\$700.00	\$175.00
232.	MBH		GRP00433	SOFA	1	11/17/15	\$1,200.00	\$300.00
233.	MBH		GRP00435	STUDENT CHAIR / SOFT LARGE	3	11/17/15	\$120.00	\$24.00
234.	MBH		GRP00436	TABLE / COFFEE	1	11/17/15	\$325.00	\$150.00
235.	MBH		GRP00437	TABLE / END	1	11/17/15	\$125.00	\$25.00
236.				TABLE / ROUND CLASSROOM / STUDENT				
	MBH		GRP00438		2	11/17/15	\$350.00	\$100.00
237.	MBH		GRP00431	TV / FLAT PANEL	1	11/17/15	\$200.00	\$75.00
238.	MBH		GRP00823	CHAIR / SIDE W / ARM	3	11/18/15	\$525.00	\$120.00
239.	MBH		GRP00821	CHAIR / TASK W / ARM	3	11/18/15	\$600.00	\$150.00
240.	MBH		GRP00826	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
241.	MBH		GRP00829	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
242.	MBH		GRP00831	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
243.	MBH		GRP00820	DESK / L / SHAPE	3	11/18/15	\$3,600.00	\$900.00
244.	MBH		GRP00822	DESK / TABLE	1	11/18/15	\$800.00	\$200.00
245.	MBH		GRP00824	FAX MACHINE	1	11/18/15	\$200.00	\$50.00
246.	MBH		GRP00834	FILE CABINET / VERTICAL 2DR	1	11/18/15	\$75.00	\$25.00
247.	MBH		GRP00832	FILE CABINET / VERTICAL 4 DR	5	11/18/15	\$1,000.00	\$375.00
248.	MBH		GRP00833	FILE CABINET / VERTICAL 5 DR	1	11/18/15	\$300.00	\$100.00
249.	MBH		GRP00828	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
250.	MBH		GRP00827	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
251.	MBH		GRP00830	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
252.	MBH		GRP00825	PRINTER / LASER	1	11/18/15	\$1,000.00	\$200.00
253.	MBH		GRP00169	BEDSIDE CABINET	1	11/17/15	\$200.00	\$50.00
254.	MBH		GRP00529	BOOKCASE / 4 / AND UP SHELF	2	11/18/15	\$450.00	\$130.00
255.	MBH		GRP00546	BOOKCASE / 4 / AND UP SHELF	1	11/18/15	\$225.00	\$65.00

	Owner	Location	Asset Number	Description	Qty	Inventory Date	Replacement Value	Total Market Value
256.	MBH		GRP00621	BOOKCASE / 4 / AND UP SHELF	1	11/18/15	\$225.00	\$65.00
257.	MBH		GRP00545	CABINET / STORAGE TALL	1	11/18/15	\$300.00	\$75.00
258.	MBH		GRP00191	CABINET / STORAGE TALL	1	11/17/15	\$300.00	\$75.00
259.	MBH		GRP00597	CART / AV	1	11/18/15	\$150.00	\$40.00
260.	MBH		GRP00583	CART / COMPUTER	1	11/18/15	\$200.00	\$50.00
261.	MBH		GRP00568	CHAIR / FOLDING	1	11/18/15	\$25.00	\$5.00
262.	MBH		GRP00623	CHAIR / SIDE W / ARM	1	11/18/15	\$175.00	\$40.00
263.	MBH		GRP00533	CHAIR / SIDE W / ARM	11	11/18/15	\$1,925.00	\$440.00
264.	MBH		GRP00544	CHAIR / STACK	12	11/18/15	\$720.00	\$180.00
265.	MBH		GRP00535	CHAIR / TASK NO ARM	1	11/18/15	\$175.00	\$40.00
266.	MBH		GRP00620	CHAIR / TASK NO ARM	1	11/18/15	\$175.00	\$40.00
267.	MBH		GRP00166	CHAIR / TASK W / ARM	1	11/17/15	\$200.00	\$50.00
268.	MBH		GRP00619	CHAIR / TASK W / ARM	1	11/18/15	\$200.00	\$50.00
269.	MBH		GRP00182	CHAIR / TASK W / ARM	2	11/17/15	\$400.00	\$100.00
270.	MBH		GRP00534	CHAIR / TASK W / ARM	1	11/18/15	\$200.00	\$50.00
271.	MBH		GRP00612	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
272.	MBH		GRP00185	COMPUTER / DESKTOP	1	11/17/15	\$600.00	\$100.00
273.	MBH		GRP00187	COMPUTER / DESKTOP	1	11/17/15	\$600.00	\$100.00
274.	MBH		GRP00589	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
275.	MBH		GRP00594	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
276.	MBH		GRP00578	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
277.	MBH		GRP00584	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
278.	MBH		GRP00585	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
279.	MBH		GRP00586	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
280.	MBH		GRP00609	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
281.	MBH		GRP00588	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00

	Owner	Location	Asset Number	Description	Qty	Inventory Date	Replacement Value	Total Market Value
282.	MBH		GRP00573	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
283.	MBH		GRP00590	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
284.	MBH		GRP00591	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
285.	MBH		GRP00592	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
286.	MBH		GRP00593	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
287.	MBH		GRP00587	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
288.	MBH		GRP00555	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
289.	MBH		GRP00538	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
290.	MBH		GRP00541	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
291.	MBH		GRP00548	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
292.	MBH		GRP00550	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
293.	MBH		GRP00577	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
294.	MBH		GRP00554	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
295.	MBH		GRP00571	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
296.	MBH		GRP00558	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
297.	MBH		GRP00560	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
298.	MBH		GRP00562	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
299.	MBH		GRP00563	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
300.	MBH		GRP00565	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
301.	MBH		GRP00569	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
302.	MBH		GRP00570	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
303.	MBH		GRP00552	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
304.	MBH		GRP00595	COMPUTER / LAPTOP	1	11/18/15	\$800.00	\$200.00
305.	MBH		GRP00189	DESK / DOUBLE PEDESTAL	1	11/17/15	\$800.00	\$200.00
306.	MBH		GRP00537	DESK / L / SHAPE	2	11/18/15	\$2,400.00	\$600.00
307.	MBH		GRP00530	DESK / SINGLE PEDESTAL	1	11/18/15	\$600.00	\$150.00

	Owner	Location	Access Number	Description	Qty	Inventory Date	Replacement Value	Total Market Value
308.	MBH		GRP00618	DESK / TABLE	2	11/18/15	\$1,600.00	\$400.00
309.	MBH		GRP00532	FILE CABINET / LATERAL 3 DR	1	11/18/15	\$400.00	\$100.00
310.	MBH		GRP00531	FILE CABINET / LATERAL 4 DR	1	11/18/15	\$600.00	\$125.00
311.	MBH		GRP00190	FILE CABINET / LATERAL 4 DR	3	11/17/15	\$1,800.00	\$375.00
312.	MBH		GRP00540	FILE CABINET / VERTICAL 2DR	2	11/18/15	\$150.00	\$50.00
313.	MBH		GRP00536	LOVESEAT	1	11/18/15	\$700.00	\$175.00
314.	MBH		GRP00622	LOVESEAT	1	11/18/15	\$700.00	\$175.00
315.	MBH		GRP00567	MANNEQUIN / CPR DUMMY	2	11/18/15	\$4,000.00	\$1,000.00
316.	MBH		GRP00617	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
317.	MBH		GRP00615	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
318.	MBH		GRP00574	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
319.	MBH		GRP00576	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
320.	MBH		GRP00184	MONITOR / FLAT	1	11/17/15	\$175.00	\$50.00
321.	MBH		GRP00186	MONITOR / FLAT	1	11/17/15	\$175.00	\$50.00
322.	MBH		GRP00614	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
323.	MBH		GRP00579	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
324.	MBH		GRP00598	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
325.	MBH		GRP00600	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
326.	MBH		GRP00610	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
327.	MBH		GRP00575	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
328.	MBH		GRP00613	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
329.	MBH		GRP00599	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
330.	MBH		GRP00611	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
331.	MBH		GRP00549	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
332.	MBH		GRP00539	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
333.	MBH		GRP00542	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00

	Owner	Location	Asset Number	Description	Qty	Inventory Date	Total Replacement Value	Total Market Value
334.	MBH		GRP00601	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
335.	MBH		GRP00547	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
336.	MBH		GRP00551	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
337.	MBH		GRP00553	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
338.	MBH		GRP00557	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
339.	MBH		GRP00559	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
340.	MBH		GRP00561	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
341.	MBH		GRP00564	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
342.	MBH		GRP00566	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
343.	MBH		GRP00556	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
344.	MBH		GRP00572	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
345.	MBH		GRP00603	PRINTER / ALL / IN / ONE	1	11/18/15	\$150.00	\$40.00
346.	MBH		GRP00602	PRINTER / ALL / IN / ONE	1	11/18/15	\$150.00	\$40.00
347.	MBH		GRP00604	PRINTER / INKJET	1	11/18/15	\$400.00	\$100.00
348.	MBH		GRP00605	PRINTER / INKJET	1	11/18/15	\$400.00	\$100.00
349.	MBH		GRP00606	PRINTER / INKJET	1	11/18/15	\$400.00	\$100.00
350.	MBH		GRP00607	PRINTER / INKJET	1	11/18/15	\$400.00	\$100.00
351.	MBH		GRP00608	PRINTER / INKJET	1	11/18/15	\$400.00	\$100.00
352.	MBH		GRP00188	PRINTER / INKJET	1	11/17/15	\$400.00	\$100.00
353.	MBH		GRP00183	PRINTER / INKJET	1	11/17/15	\$400.00	\$100.00
354.	MBH		GRP00580	PRINTER / LASER	7	11/18/15	\$2,100.00	\$525.00
355.	MBH		GRP00581	PRINTER / LASER	1	11/18/15	\$300.00	\$75.00
356.	MBH		GRP00582	PRINTER / LASER	1	11/18/15	\$200.00	\$50.00
357.	MBH		GRP00528	PRINTER / LASER	1	11/18/15	\$1,200.00	\$300.00
358.	MBH		GRP00167	STUDENT CHAIR / SOFT LARGE	34	11/17/15	\$1,360.00	\$272.00
359.	MBH		GRP00181	STUDENT CHAIR / SOFT LARGE	16	11/17/15	\$640.00	\$128.00

	Owner	Location	Asset Number	Description	Qty	Inventory Date	Replacement Value	Total Market Value
360.	MBH		GRP00170	TABLE / END	1	11/17/15	\$125.00	\$25.00
361.	MBH		GRP00543	TABLE / MISCELLANEOUS WORK	5	11/18/15	\$625.00	\$125.00
362.	MBH		GRP00180	TABLE / MISCELLANEOUS WORK	2	11/17/15	\$250.00	\$50.00
363.	MBH		GRP00168	TV / FLAT PANEL	1	11/17/15	\$350.00	\$150.00
364.	MBH		GRP00616	TV / FLAT PANEL	1	11/18/15	\$225.00	\$100.00
365.	MBH		GRP00596	TV / VCR	1	11/18/15	\$250.00	\$40.00
366.	MBH		GRP00179	WORKSTATION / ASSOCIATE	11	11/17/15	\$26,400.00	\$6,600.00
367.	MBH		GRP00515	ARMOIRE	1	11/18/15	\$1,300.00	\$350.00
368.	MBH		GRP00511	CHAIR / SIDE GUEST	1	11/18/15	\$300.00	\$75.00
369.	MBH		GRP00512	CHAIR / TASK W / ARM	4	11/18/15	\$800.00	\$200.00
370.	MBH		GRP00509	ICE MACHINE	1	11/18/15	\$3,150.00	\$1,000.00
371.	MBH		GRP00510	REFRIGERATOR / DOMESTIC	1	11/18/15	\$750.00	\$100.00
372.	MBH		GRP00513	SOFA	1	11/18/15	\$1,200.00	\$300.00
373.	MBH		GRP00514	TV / FLAT PANEL	1	11/18/15	\$300.00	\$125.00
374.	MBH		GRP00475	BOOKCASE / 4 / AND UP SHELF	2	11/18/15	\$450.00	\$130.00
375.	MBH		GRP00700	CART / AV	1	11/18/15	\$150.00	\$40.00
376.	MBH		GRP00523	CHAIR / SIDE NO ARM	3	11/18/15	\$450.00	\$90.00
377.	MBH		GRP00260	CHAIR / SIDE W / ARM	14	11/17/15	\$2,450.00	\$560.00
378.	MBH		GRP00474	CHAIR / SIDE W / ARM	14	11/18/15	\$2,450.00	\$560.00
379.	MBH		GRP00522	CHAIR / TASK NO ARM	8	11/18/15	\$1,400.00	\$320.00
380.	MBH		GRP00698	CHAIR / TASK W / ARM	13	11/18/15	\$2,600.00	\$650.00
381.	MBH		GRP00258	CHAIR / TASK W / ARM	12	11/17/15	\$2,400.00	\$600.00
382.	MBH		GRP00261	CREDENZA W / NO KNEE SPACE	1	11/17/15	\$1,200.00	\$300.00
383.	MBH		GRP00264	DESK / DOUBLE PEDESTAL	1	11/17/15	\$800.00	\$200.00
384.	MBH		GRP00697	FILE CABINET / LATERAL 2 DR	1	11/18/15	\$200.00	\$75.00
385.	MBH		GRP00526	ICE MACHINE	1	11/18/15	\$3,150.00	\$1,000.00

Owner	Location	Asset Number	Description	Qty	Inventory Date	Replacement Value	Total Market Value
386.	MBH	GRP00702	LIBRARY / BOOK TRUCK	1	11/18/15	\$200.00	\$50.00
387.	MBH	GRP00699	PIANO / UPRIGHT	1	11/18/15	\$7,000.00	\$3,000.00
388.	MBH	GRP00262	PODIUM	1	11/17/15	\$200.00	\$50.00
389.	MBH	GRP00527	REFRIGERATOR / DOMESTIC	1	11/18/15	\$750.00	\$100.00
390.	MBH	GRP00521	STUDENT CHAIR / SOFT LARGE	4	11/18/15	\$160.00	\$32.00
391.	MBH	GRP00259	TABLE / CONFERENCE	1	11/17/15	\$4,000.00	\$2,000.00
392.	MBH	GRP00473	TABLE / CONFERENCE	1	11/18/15	\$2,800.00	\$1,200.00
393.	MBH	GRP00520	TABLE / CONFERENCE	1	11/18/15	\$2,800.00	\$1,200.00
394.	MBH	GRP00704	TABLE / CONFERENCE	1	11/18/15	\$2,200.00	\$1,000.00
395.	MBH	GRP00265	TABLE / END	1	11/17/15	\$125.00	\$25.00
396.	MBH	GRP00525	TABLE / FOLDING	1	11/18/15	\$75.00	\$15.00
397.	MBH	GRP00524	TABLE / MISCELLANEOUS WORK TABLE / ROUND CLASSROOM /	1	11/18/15	\$125.00	\$25.00
398.	MBH	GRP00703	STUDENT	1	11/18/15	\$175.00	\$50.00
399.	MBH	GRP00263	TV / VCR	1	11/17/15	\$250.00	\$40.00
400.	MBH	GRP00701	TV / VCR	1	11/18/15	\$250.00	\$40.00
401.	MBH	GRP00746	BOOKCASE / 4 / AND UP SHELF	1	11/18/15	\$225.00	\$65.00
402.	MBH	GRP00402	BOOKCASE / 4 / AND UP SHELF	2	11/17/15	\$450.00	\$130.00
403.	MBH	GRP00398	CHAIR / FOLDING	2	11/17/15	\$50.00	\$10.00
404.	MBH	GRP00748	CHAIR / SIDE W / ARM	1	11/18/15	\$175.00	\$40.00
405.	MBH	GRP00397	CHAIR / SIDE W / ARM	2	11/17/15	\$350.00	\$80.00
406.	MBH	GRP00755	CHAIR / TASK W / ARM	1	11/18/15	\$200.00	\$50.00
407.	MBH	GRP00411	CHAIR / TASK W / ARM	1	11/17/15	\$200.00	\$50.00
408.	MBH	GRP00395	CHAIR / TASK W / ARM	2	11/17/15	\$400.00	\$100.00
409.	MBH	GRP00753	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
410.	MBH	GRP00394	COMPUTER / DESKTOP	1	11/17/15	\$600.00	\$100.00

Owner	Location	Asset Number	Description	Qty	Inventory Date	Total Replacement Value	Total Market Value
411.	MBH	GRP00390	COMPUTER / DESKTOP	1	11/17/15	\$600.00	\$100.00
412.	MBH	GRP00400	COMPUTER / DESKTOP	1	11/17/15	\$600.00	\$100.00
413.	MBH	GRP00414	COMPUTER / DESKTOP	1	11/17/15	\$600.00	\$100.00
414.	MBH	GRP00750	DESK / L / SHAPE	1	11/18/15	\$1,200.00	\$300.00
415.	MBH	GRP00396	DESK / U / SHAPE	1	11/17/15	\$1,600.00	\$400.00
416.	MBH	GRP00749	FILE CABINET / VERTICAL 2DR	1	11/18/15	\$75.00	\$25.00
417.	MBH	GRP00409	FILE CABINET / VERTICAL 2DR	1	11/17/15	\$75.00	\$25.00
418.	MBH	GRP00389	MONITOR / FLAT	1	11/17/15	\$175.00	\$50.00
419.	MBH	GRP00393	MONITOR / FLAT	1	11/17/15	\$175.00	\$50.00
420.	MBH	GRP00413	MONITOR / FLAT	1	11/17/15	\$175.00	\$50.00
421.	MBH	GRP00399	MONITOR / FLAT	1	11/17/15	\$175.00	\$50.00
422.	MBH	GRP00751	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
423.	MBH	GRP00752	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
424.	MBH	GRP00754	PRINTER / INKJET	1	11/18/15	\$400.00	\$100.00
425.	MBH	GRP00391	PRINTER / INKJET	1	11/17/15	\$400.00	\$100.00
426.	MBH	GRP00392	PRINTER / INKJET	1	11/17/15	\$400.00	\$100.00
427.	MBH	GRP00401	PRINTER / LASER	1	11/17/15	\$250.00	\$60.00
428.	MBH	GRP00412	STUDENT CHAIR / SOFT LARGE	1	11/17/15	\$40.00	\$8.00
429.	MBH	GRP00747	STUDENT CHAIR / SOFT LARGE	1	11/18/15	\$40.00	\$8.00
430.	MBH	GRP00410	TABLE / MISCELLANEOUS WORK	1	11/17/15	\$125.00	\$25.00
431.	MBH	GRP00388	WORKSTATION / ASSOCIATE	2	11/17/15	\$4,800.00	\$1,200.00
432.	MBH	GRP00065	BOOKCASE / 4 / AND UP SHELF	1	11/16/15	\$225.00	\$65.00
433.	MBH	GRP00067	CART / AV	1	11/16/15	\$150.00	\$40.00
434.	MBH	GRP00063	CHAIR / TASKW / ARM	9	11/16/15	\$1,800.00	\$450.00
435.	MBH	GRP00061	STUDY CARREL	3	11/16/15	\$900.00	\$225.00
436.	MBH	GRP00062	TABLE / BREAK ROOM	2	11/16/15	\$300.00	\$80.00

	Owner	Location	Asset Number	Description	Qty	Inventory Date	Replacement Value	Total Market Value
437.	MBH		GRP00064	TABLE / END	2	11/16/15	\$250.00	\$50.00
438.	MBH		GRP00066	TV / FLAT PANEL	1	11/16/15	\$350.00	\$150.00
439.	MBH		GRP00068	TV / TUBE	1	11/16/15	\$200.00	\$25.00
440.	MBH		GRP00058	WAITING ROOM GANG CHAIR	1	11/16/15	\$700.00	\$250.00
441.	MBH		GRP00059	WAITING ROOM GANG CHAIR	1	11/16/15	\$400.00	\$150.00
442.	MBH		GRP00060	WAITING ROOM GANG CHAIR	1	11/16/15	\$800.00	\$300.00
443.	MBH		GRP00852	BOOKCASE / 4 / AND UP SHELF	2	11/18/15	\$450.00	\$130.00
444.	MBH		GRP00861	CHAIR / SIDE NO ARM	1	11/18/15	\$150.00	\$30.00
445.	MBH		GRP00856	CHAIR / TASK W / ARM	1	11/18/15	\$200.00	\$50.00
446.	MBH		GRP00858	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
447.	MBH		GRP00855	DESK / DOUBLE PEDESTAL	1	11/18/15	\$800.00	\$200.00
448.	MBH		GRP00851	LOVESEAT	1	11/18/15	\$700.00	\$175.00
449.	MBH		GRP00859	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
450.				PRESCHOOL / TOTE TRAY				
	MBH		GRP00860	STORAGE	1	11/18/15	\$300.00	\$75.00
451.	MBH		GRP00857	PRINTER / LASER	1	11/18/15	\$300.00	\$75.00
452.	MBH		GRP00854	STUDENT CHAIR / SOFT SMALL	6	11/18/15	\$180.00	\$30.00
453.	MBH		GRP00853	TABLE / CLASSROOM / STUDENT	3	11/18/15	\$525.00	\$150.00
454.	MBH		GRP00130	CHAIR / SIDE NO ARM	63	11/16/15	\$9,450.00	\$1,890.00
455.	MBH		GRP00131	CHAIR / SIDE W / ARM	2	11/16/15	\$350.00	\$80.00
456.	MBH		GRP00128	TABLE / DINING	5	11/16/15	\$2,000.00	\$250.00
457.	MBH		GRP00129	TABLE / DINING	11	11/16/15	\$1,650.00	\$440.00
458.	MBH		GRP00034	BENCH	1	11/16/15	\$250.00	\$75.00
459.	MBH		GRP00387	BOOKCASE / 1 / 3 SHELF	1	11/17/15	\$150.00	\$40.00
460.	MBH		GRP00383	BOOKCASE / 4 / AND UP SHELF	1	11/17/15	\$225.00	\$65.00
461.	MBH		GRP00041	BOOKCASE / 4 / AND UP SHELF	1	11/16/15	\$225.00	\$65.00

	Owner	Location	Asset Number	Description	Qty	Inventory Date	Replacement Value	Total Market Value
462.	MBH		GRP00044	CABINET / STORAGE TALL	1	11/16/15	\$300.00	\$75.00
463.	MBH		GRP00036	CHAIR / SIDE GUEST	2	11/16/15	\$600.00	\$150.00
464.	MBH		GRP000386	CHAIR / SIDE GUEST	2	11/17/15	\$600.00	\$150.00
465.	MBH		GRP00038	CHAIR / STACK	3	11/16/15	\$180.00	\$45.00
466.	MBH		GRP00035	CHAIR / STACK	4	11/16/15	\$240.00	\$60.00
467.	MBH		GRP00039	CHAIR / TASK W / ARM	1	11/16/15	\$200.00	\$50.00
468.	MBH		GRP00035	CHAIR / TASK W / ARM	1	11/17/15	\$200.00	\$50.00
469.	MBH		GRP000381	COMPUTER / DESKTOP	1	11/17/15	\$600.00	\$100.00
470.	MBH		GRP000113	COMPUTER / DESKTOP	1	11/16/15	\$600.00	\$100.00
471.	MBH		GRP000379	DESK / L / SHAPE	1	11/17/15	\$1,200.00	\$300.00
472.	MBH		GRP000384	LOVESEAT	1	11/17/15	\$700.00	\$175.00
473.	MBH		GRP000380	MONITOR / FLAT	1	11/17/15	\$175.00	\$50.00
474.	MBH		GRP000112	MONITOR / FLAT	1	11/16/15	\$175.00	\$50.00
475.	MBH		GRP000114	PRINTER / INKJET	1	11/16/15	\$400.00	\$100.00
476.	MBH		GRP000382	PRINTER / LASER	1	11/17/15	\$300.00	\$75.00
477.	MBH		GRP000037	TABLE / END	1	11/16/15	\$125.00	\$25.00
478.	MBH		GRP000042	TABLE / LIBRARY ROUND	1	11/16/15	\$600.00	\$150.00
479.	MBH		GRP000045	TV / TUBE	1	11/16/15	\$200.00	\$25.00
480.	MBH		GRP000043	WHEELCHAIR	1	11/16/15	\$400.00	\$50.00
481.	MBH		GRP000040	WORKSTATION / ASSOCIATE	1	11/16/15	\$2,400.00	\$600.00
482.	MBH		GRP000175	BOOKCASE / 4 / AND UP SHELF	1	11/17/15	\$225.00	\$65.00
483.	MBH		GRP000173	CHAIR / SIDE W / ARM	1	11/17/15	\$175.00	\$40.00
484.	MBH		GRP000177	COMPUTER / DESKTOP	1	11/17/15	\$600.00	\$100.00
485.	MBH		GRP000172	DESK / DOUBLE PEDESTAL	1	11/17/15	\$800.00	\$200.00
486.	MBH		GRP000174	FAX MACHINE	1	11/17/15	\$450.00	\$100.00
487.	MBH		GRP000171	FILE CABINET / VERTICAL 4 DR	3	11/17/15	\$600.00	\$225.00

	Owner	Location	Asset Number	Description	Qty	Inventory Date	Replacement Value	Total Market Value
488.	MBH		GRP00176	MONITOR / FLAT	1	11/17/15	\$175.00	\$50.00
489.	MBH		GRP00178	PRINTER / INKJET	1	11/17/15	\$400.00	\$100.00
490.	MBH		GRP00403	CHAIR / SIDE W / ARM	2	11/17/15	\$350.00	\$80.00
491.	MBH		GRP00407	CHAIR / STACK	1	11/17/15	\$60.00	\$15.00
492.	MBH		GRP00404	DESK / TABLE	1	11/17/15	\$800.00	\$200.00
493.	MBH		GRP00408	PORTABLE RADIOGRAPHIC	1	11/17/15	\$80,000.00	\$6,000.00
494.	MBH		GRP00405	STUDENT CHAIR / SOFT LARGE	4	11/17/15	\$160.00	\$32.00
495.	MBH		GRP00406	TABLE / MAT	1	11/17/15	\$800.00	\$300.00
496.	MBH		GRP00358	CABINET / STORAGE TALL	1	11/17/15	\$300.00	\$75.00
497.	MBH		GRP00359	CART / NURSE COMPUTER	1	11/17/15	\$4,175.00	\$1,250.00
498.	MBH		GRP00352	CHAIR / SIDE GUEST	1	11/17/15	\$300.00	\$75.00
499.	MBH		GRP00355	CHAIR / TASK NO ARM	1	11/17/15	\$175.00	\$40.00
500.	MBH		GRP00354	CHAIR / TASK W / ARM	3	11/17/15	\$600.00	\$150.00
501.	MBH		GRP00361	CONFERENCE SYSTEM / VIDEO / CAMCORDER	1	11/17/15	\$8,000.00	\$1,800.00
502.	MBH		GRP00353	DESK / SINGLE PEDESTAL	1	11/17/15	\$600.00	\$150.00
503.	MBH		GRP00360	MONITOR / CRT	1	11/17/15	\$175.00	\$5.00
504.	MBH		GRP00362	PRINTER / INKJET	1	11/17/15	\$400.00	\$100.00
505.	MBH		GRP00357	STUDENT CHAIR / SOFT LARGE	1	11/17/15	\$40.00	\$8.00
506.	MBH		GRP00356	TABLE / END	2	11/17/15	\$250.00	\$50.00
507.	MBH		GRP00351	WAITING ROOM GANG CHAIR	2	11/17/15	\$800.00	\$300.00
508.	MBH		GRP00423	ARMOIRE	1	11/17/15	\$1,300.00	\$350.00
509.	MBH		GRP00691	ARMOIRE	1	11/18/15	\$1,300.00	\$350.00
510.	MBH		GRP00690	BOOKCASE / 4 / AND UP SHELF	2	11/18/15	\$450.00	\$130.00
511.	MBH		GRP00418	BOOKCASE / 4 / AND UP SHELF	2	11/17/15	\$450.00	\$130.00
512.	MBH		GRP00424	CABINET / STORAGE TALL	1	11/17/15	\$300.00	\$75.00

	Owner	Location	Asset Number	Description	Qty	Inventory Date	Replacement Value	Total Market Value
513.	MBH		GRP00689	CABINET / STORAGE TALL	2	11/18/15	\$600.00	\$150.00
514.	MBH		GRP00425	CART / NURSE COMPUTER	1	11/17/15	\$4,175.00	\$1,250.00
515.	MBH		GRP00694	CART / NURSE COMPUTER	1	11/18/15	\$4,175.00	\$1,250.00
516.	MBH		GRP00420	CHAIR / TASK W / ARM	2	11/17/15	\$400.00	\$100.00
517.	MBH		GRP00695	COMPUTER / TABLET	1	11/18/15	\$500.00	\$200.00
518.	MBH		GRP00692	DESK / SINGLE PEDESTAL	1	11/18/15	\$600.00	\$150.00
519.	MBH		GRP00419	DESK / TABLE	1	11/17/15	\$800.00	\$200.00
520.	MBH		GRP00688	STUDENT CHAIR / SOFT LARGE	4	11/18/15	\$160.00	\$32.00
521.	MBH		GRP00693	STUDENT CHAIR / SOFT LARGE	1	11/18/15	\$40.00	\$8.00
522.	MBH		GRP00421	TABLE / END	1	11/17/15	\$125.00	\$25.00
523.	MBH			TABLE / ROUND CLASSROOM / STUDENT	1	11/18/15	\$175.00	\$50.00
524.	MBH		GRP00686	TV / FLAT PANEL	1	11/17/15	\$200.00	\$75.00
525.	MBH		GRP00422	TV / FLAT PANEL	1	11/18/15	\$200.00	\$75.00
526.	MBH		GRP00696	WAITING ROOM GANG CHAIR	1	11/18/15	\$400.00	\$150.00
527.	MBH		GRP00687	WAITING ROOM GANG CHAIR	2	11/17/15	\$800.00	\$300.00
528.	MBH		GRP00417	BOOKCASE / 4 / AND UP SHELF	2	11/18/15	\$450.00	\$130.00
529.	MBH		GRP00845	CHAIR / SIDE W / ARM	2	11/18/15	\$350.00	\$80.00
530.	MBH		GRP00844	CHAIR / TASK W / ARM	1	11/18/15	\$200.00	\$50.00
531.	MBH		GRP00846	COMPUTER / LAPTOP	1	11/18/15	\$800.00	\$200.00
532.	MBH		GRP00850	DESK / L / SHAPE	1	11/18/15	\$1,200.00	\$300.00
533.	MBH		GRP00847	LOVESEAT	1	11/18/15	\$700.00	\$175.00
534.	MBH		GRP00843	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
535.	MBH		GRP00849	PRINTER / LASER	1	11/18/15	\$300.00	\$75.00
536.	MBH		GRP00848	CHAIR / FOLDING	52	11/17/15	\$1,300.00	\$260.00
537.	MBH		GRP00236	CHAIR / SIDE NO ARM	2	11/16/15	\$300.00	\$60.00
			GRP00127					

	Owner	Location	Asset Number	Description	Qty	Inventory Date	Total Replacement Value	Total Market Value
538.	MBH		GRP00057	ICE MACHINE	1	11/16/15	\$3,350.00	\$1,100.00
539.	MBH		GRP00884	CABINET / STORAGE TALL	2	11/18/15	\$600.00	\$150.00
540.	MBH		GRP00886	CHAIR / TASK NO ARM	2	11/18/15	\$350.00	\$80.00
541.	MBH		GRP00885	CHAIR / TASK W / ARM	2	11/18/15	\$400.00	\$100.00
542.	MBH		GRP00874	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
543.	MBH		GRP00878	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
544.	MBH		GRP00883	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
545.	MBH		GRP00888	DESK / COMPUTER	1	11/18/15	\$250.00	\$50.00
546.	MBH		GRP00879	FAX MACHINE	1	11/18/15	\$200.00	\$50.00
547.	MBH		GRP00887	MICROFICHE READER	1	11/18/15	\$5,000.00	\$800.00
548.	MBH		GRP00873	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
549.	MBH		GRP00877	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
550.	MBH		GRP00881	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
551.	MBH		GRP00882	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
552.	MBH		GRP00875	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
553.	MBH		GRP00872	PRINTER / LASER	1	11/18/15	\$1,000.00	\$200.00
554.	MBH		GRP00880	PRINTER / LASER	1	11/18/15	\$1,200.00	\$250.00
555.	MBH		GRP00889	PRINTER / LASER	1	11/18/15	\$450.00	\$100.00
556.	MBH		GRP00876	SCANNER / DOCUMENT	1	11/18/15	\$21,000.00	\$11,000.00
557.	MBH		GRP00871	WORKSTATION / ASSOCIATE	6	11/18/15	\$14,400.00	\$3,600.00
558.	MBH		GRP00862	TV / DVD	1	11/18/15	\$250.00	\$75.00
559.	MBH		GRP00116	CHAIR / SIDE W / ARM	1	11/16/15	\$175.00	\$40.00
560.	MBH		GRP00118	CHAIR / TASK W / ARM	1	11/16/15	\$200.00	\$50.00
561.	MBH		GRP00117	DESK / TABLE	1	11/16/15	\$800.00	\$200.00
562.	MBH		GRP00115	LOVESEAT	1	11/16/15	\$700.00	\$175.00
563.	MBH		GRP01017	BOOKCASE / 4 / AND UP SHELF	1	11/19/15	\$225.00	\$65.00

	Owner	Location	Asset Number	Description	Qty	Inventory Date	Replacement Value	Total Market Value
564.	MBH		GRP01015	CHAIR / SIDE W / ARM	1	11/19/15	\$175.00	\$40.00
565.	MBH		GRP01016	CHAIR / TASK W / ARM	1	11/19/15	\$200.00	\$50.00
566.	MBH		GRP01031	COMPUTER / DESKTOP	1	11/19/15	\$600.00	\$100.00
567.	MBH		GRP01032	COMPUTER / DESKTOP	1	11/19/15	\$600.00	\$100.00
568.	MBH		GRP01033	COMPUTER / DESKTOP	1	11/19/15	\$600.00	\$100.00
569.	MBH		GRP01034	COMPUTER / DESKTOP	1	11/19/15	\$600.00	\$100.00
570.	MBH		GRP01035	COMPUTER / DESKTOP	1	11/19/15	\$600.00	\$100.00
571.	MBH		GRP01037	COMPUTER / DESKTOP	1	11/19/15	\$600.00	\$100.00
572.	MBH		GRP01013	COMPUTER / DESKTOP	1	11/19/15	\$600.00	\$100.00
573.	MBH		GRP01038	COMPUTER / DESKTOP	1	11/19/15	\$600.00	\$100.00
574.	MBH		GRP01039	COMPUTER / DESKTOP	1	11/19/15	\$600.00	\$100.00
575.	MBH		GRP01040	COMPUTER / DESKTOP	1	11/19/15	\$600.00	\$100.00
576.	MBH		GRP01041	COMPUTER / DESKTOP	1	11/19/15	\$600.00	\$100.00
577.	MBH		GRP01042	COMPUTER / DESKTOP	1	11/19/15	\$600.00	\$100.00
578.	MBH		GRP01036	COMPUTER / DESKTOP	1	11/19/15	\$600.00	\$100.00
579.	MBH		GRP01030	COMPUTER / DESKTOP	1	11/19/15	\$600.00	\$100.00
580.	MBH		GRP01028	COMPUTER / DESKTOP	1	11/19/15	\$600.00	\$100.00
581.	MBH		GRP01009	COMPUTER / DESKTOP	1	11/19/15	\$600.00	\$100.00
582.	MBH		GRP01012	COMPUTER / DESKTOP	1	11/19/15	\$600.00	\$100.00
583.	MBH		GRP01023	COMPUTER / LAPTOP	1	11/19/15	\$800.00	\$200.00
584.	MBH		GRP01029	COMPUTER / LAPTOP	1	11/19/15	\$800.00	\$200.00
585.	MBH		GRP01025	COMPUTER / LAPTOP	1	11/19/15	\$800.00	\$200.00
586.	MBH		GRP01024	COMPUTER / LAPTOP	1	11/19/15	\$800.00	\$200.00
587.	MBH		GRP01022	COMPUTER / LAPTOP	1	11/19/15	\$800.00	\$200.00
588.	MBH		GRP01021	COMPUTER / TABLET	1	11/19/15	\$600.00	\$225.00
589.	MBH		GRP01008	MONITOR / FLAT	1	11/19/15	\$175.00	\$50.00

	Owner	Location	Asset Number	Description	Qty	Inventory Date	Total Replacement Value	Total Market Value
590.	MBH		GRP01011	MONITOR / FLAT	1	11/19/15	\$175.00	\$50.00
591.	MBH		GRP01019	MONITOR / FLAT	1	11/19/15	\$175.00	\$50.00
592.	MBH		GRP01020	MONITOR / FLAT	1	11/19/15	\$175.00	\$50.00
593.	MBH		GRP01026	MONITOR / FLAT	1	11/19/15	\$175.00	\$50.00
594.	MBH		GRP01027	MONITOR / FLAT	1	11/19/15	\$175.00	\$50.00
595.	MBH		GRP01018	PRINTER / INKJET	1	11/19/15	\$400.00	\$100.00
596.	MBH		GRP01010	SWITCH / NETWORK	1	11/19/15	\$400.00	\$100.00
597.	MBH		GRP01014	WORKSTATION / ASSOCIATE	1	11/19/15	\$2,400.00	\$600.00
598.	MBH		GRP00215	CART / MOBILE WARMING	1	11/17/15	\$1,750.00	\$600.00
599.	MBH		GRP00222	CART / MOBILE WARMING	1	11/17/15	\$1,750.00	\$600.00
600.	MBH		GRP00199	CART / REFRIGERATED FOOD	1	11/17/15	\$5,200.00	\$1,500.00
601.	MBH		GRP00198	CART / REFRIGERATED FOOD	1	11/17/15	\$5,200.00	\$1,500.00
602.	MBH		GRP00224	CART / TRAY	1	11/17/15	\$625.00	\$175.00
603.	MBH		GRP00200	CART / UTILITY / KITCHEN	1	11/17/15	\$2,550.00	\$650.00
604.	MBH		GRP00216	CART / UTILITY / KITCHEN	3	11/17/15	\$7,650.00	\$1,950.00
605.	MBH		GRP00225	CART / UTILITY / KITCHEN	1	11/17/15	\$2,550.00	\$650.00
606.	MBH		GRP00202	DISHWASHER / COMMERCIAL	1	11/17/15	\$11,600.00	\$4,500.00
607.	MBH		GRP00213	FREEZER / DOMESTIC	1	11/17/15	\$500.00	\$100.00
608.	MBH		GRP00220	FREEZER / WALK IN	1	11/17/15	\$12,000.00	\$5,000.00
609.	MBH		GRP00209	FRYER / DEEP FAT	1	11/17/15	\$1,150.00	\$300.00
610.	MBH		GRP00203	GARBAGE DISPOSAL	1	11/17/15	\$2,175.00	\$550.00
611.	MBH		GRP00208	HOOD / EXHAUST / KITCHEN	1	11/17/15	\$8,000.00	\$2,000.00
612.	MBH		GRP00192	ICE MACHINE	1	11/17/15	\$3,150.00	\$1,000.00
613.	MBH		GRP00204	MIXER / TABLETOP	1	11/17/15	\$5,100.00	\$1,400.00
614.	MBH		GRP00206	OVEN / CONVECTION	1	11/17/15	\$3,365.00	\$1,450.00
615.	MBH		GRP00207	OVEN / CONVECTION	1	11/17/15	\$3,365.00	\$1,450.00

	Owner	Location	Asset Number	Description	Qty	Inventory Date	Replacement Value	Total Market Value
616.	MBH		GRP00194	PREP TABLE / STAINLESS	7	11/17/15	\$7,000.00	\$2,100.00
617.	MBH		GRP00196	PREP TABLE / STAINLESS W / SINK	1	11/17/15	\$2,400.00	\$750.00
618.	MBH		GRP00226	RACK / CAN	1	11/17/15	\$400.00	\$100.00
619.	MBH		GRP00210	RANGE	1	11/17/15	\$4,875.00	\$1,400.00
620.	MBH		GRP00211	RANGE	1	11/17/15	\$4,875.00	\$1,400.00
621.	MBH		GRP00201	REFRIGERATOR / COMMERCIAL	1	11/17/15	\$10,750.00	\$2,800.00
622.	MBH		GRP00218	REFRIGERATOR / WALK / IN	1	11/17/15	\$12,000.00	\$5,000.00
623.	MBH		GRP00205	SLICER	1	11/17/15	\$1,600.00	\$550.00
624.	MBH		GRP00212	STEAM KETTLE	1	11/17/15	\$15,300.00	\$3,250.00
625.	MBH		GRP00193	STEAMER	1	11/17/15	\$5,935.00	\$2,000.00
626.	MBH		GRP00214	STORAGE SHELVING	3	11/17/15	\$300.00	\$75.00
627.	MBH		GRP00217	STORAGE SHELVING	5	11/17/15	\$500.00	\$125.00
628.	MBH		GRP00219	STORAGE SHELVING	5	11/17/15	\$500.00	\$125.00
629.	MBH		GRP00221	STORAGE SHELVING	6	11/17/15	\$600.00	\$150.00
630.	MBH		GRP00223	STORAGE SHELVING	10	11/17/15	\$1,000.00	\$250.00
631.	MBH		GRP00195	TABLE / HOT FOOD / STEAM	1	11/17/15	\$6,200.00	\$2,400.00
632.	MBH		GRP00197	TABLE / HOT FOOD / STEAM	1	11/17/15	\$6,200.00	\$2,400.00
633.	MBH		GRP00228	BOOKCASE / 4 / AND UP SHELF	1	11/17/15	\$225.00	\$65.00
634.	MBH		GRP00235	CART / UTILITY / KITCHEN	2	11/17/15	\$5,100.00	\$1,300.00
635.	MBH		GRP00230	CHAIR / TASK W / ARM	1	11/17/15	\$200.00	\$50.00
636.	MBH		GRP00233	COMPUTER / DESKTOP	1	11/17/15	\$600.00	\$100.00
637.	MBH		GRP00227	DESK / L / SHAPE	1	11/17/15	\$1,200.00	\$300.00
638.	MBH		GRP00232	FAX MACHINE	1	11/17/15	\$400.00	\$100.00
639.	MBH		GRP00229	FILE CABINET / VERTICAL 5 DR	1	11/17/15	\$300.00	\$100.00
640.	MBH		GRP00234	MONITOR / FLAT	1	11/17/15	\$175.00	\$50.00

Owner	Location	Asset Number	Description	Qty	Inventory Date	Total Replacement Value	Total Market Value
641.	MBH	GRP00231	PRINTER / LASER	1	11/17/15	\$400.00	\$100.00
642.	MBH	GRP00655	CABINET / STORAGE TALL	1	11/18/15	\$300.00	\$75.00
643.	MBH	GRP00657	CENTRIFUGE	1	11/18/15	\$450.00	\$200.00
644.	MBH	GRP00658	CENTRIFUGE	1	11/18/15	\$450.00	\$200.00
645.	MBH	GRP00659	ELECTROCARDIOGRAPH / EKG	1	11/18/15	\$4,000.00	\$1,300.00
646.	MBH	GRP00656	FILE CABINET / VERTICAL 4 DR	1	11/18/15	\$200.00	\$75.00
647.	MBH	GRP00662	MESSAGE APPARATUS	1	11/18/15	\$3,800.00	\$1,500.00
648.	MBH	GRP00661	MONITOR / PATIENT	1	11/18/15	\$2,300.00	\$500.00
649.	MBH	GRP00660	MONITOR / PATIENT	1	11/18/15	\$2,300.00	\$500.00
650.	MBH	GRP00462	DRYER / CLOTHES	1	11/18/15	\$500.00	\$100.00
651.	MBH	GRP00463	DRYER / CLOTHES	1	11/18/15	\$500.00	\$100.00
652.	MBH	GRP00139	DRYER / CLOTHES	1	11/17/15	\$500.00	\$100.00
653.	MBH	GRP00140	DRYER / CLOTHES	1	11/17/15	\$500.00	\$100.00
654.	MBH	GRP00143	TABLE / FOLDING	10	11/17/15	\$750.00	\$150.00
655.	MBH	GRP00141	WASHER / CLOTHES	1	11/17/15	\$500.00	\$100.00
656.	MBH	GRP00142	WASHER / CLOTHES	1	11/17/15	\$500.00	\$100.00
657.	MBH	GRP00464	WASHER / CLOTHES	1	11/18/15	\$500.00	\$100.00
658.	MBH	GRP00465	WASHER / CLOTHES	1	11/18/15	\$500.00	\$100.00
659.	MBH	GRP00467	CHAIR / SIDE W / ARM	8	11/18/15	\$1,400.00	\$320.00
660.	MBH	GRP00471	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
661.	MBH	GRP00470	DESK / TABLE	1	11/18/15	\$800.00	\$200.00
662.	MBH	GRP00472	MONITOR / CRT	1	11/18/15	\$175.00	\$5.00
663.	MBH	GRP00469	REFRIGERATOR / DOMESTIC	1	11/18/15	\$750.00	\$100.00
664.	MBH	GRP00468	STUDENT CHAIR / SOFT LARGE	1	11/18/15	\$40.00	\$8.00
665.	MBH	GRP00466	TABLE / BREAK ROOM	1	11/18/15	\$150.00	\$40.00
666.	MBH	GRP00163	DRILL PRESS	1	11/17/15	\$250.00	\$75.00

	Owner	Location	Asset Number	Description	Qty	Inventory Date	Total Replacement Value	Total Market Value
667.	MBH		GRP00165	FLOOR BUFFER	1	11/17/15	\$900.00	\$250.00
668.	MBH		GRP00164	FREEZER / DOMESTIC	1	11/17/15	\$500.00	\$100.00
669.	MBH		GRP01007	DESK / TABLE	1	11/19/15	\$800.00	\$200.00
670.	MBH		GRP01043	TV / FLAT PANEL	1	11/19/15	\$330.00	\$150.00
671.	MBH		GRP01005	WAITING ROOM GANG CHAIR	1	11/19/15	\$500.00	\$200.00
672.	MBH		GRP01004	WAITING ROOM GANG CHAIR	1	11/19/15	\$300.00	\$100.00
673.	MBH		GRP01003	WAITING ROOM GANG CHAIR	1	11/19/15	\$800.00	\$300.00
674.	MBH		GRP01006	WAITING ROOM GANG CHAIR	1	11/19/15	\$350.00	\$150.00
675.	MBH		GRP00146	CABINET / STORAGE SHORT	1	11/17/15	\$175.00	\$40.00
676.	MBH		GRP00119	CABINET / STORAGE TALL	1	11/16/15	\$300.00	\$75.00
677.	MBH		GRP00144	CABINET / STORAGE TALL	3	11/17/15	\$900.00	\$225.00
678.	MBH		GRP00149	COMPUTER / DESKTOP	1	11/17/15	\$600.00	\$100.00
679.	MBH		GRP00148	DESK / DOUBLE PEDESTAL	1	11/17/15	\$800.00	\$200.00
680.	MBH		GRP00152	FAX MACHINE	1	11/17/15	\$200.00	\$50.00
681.	MBH		GRP00147	FILE CABINET / VERTICAL 4 DR	1	11/17/15	\$200.00	\$75.00
682.	MBH		GRP00150	MONITOR / FLAT	1	11/17/15	\$175.00	\$50.00
683.	MBH		GRP00151	PRINTER / INKJET	1	11/17/15	\$400.00	\$100.00
684.	MBH		GRP00145	REFRIGERATOR / DOMESTIC	1	11/17/15	\$750.00	\$100.00
685.	MBH		GRP00640	BOOKCASE / 4 / AND UP SHELF	1	11/18/15	\$225.00	\$65.00
686.	MBH		GRP00634	BOOKCASE / 4 / AND UP SHELF	1	11/18/15	\$225.00	\$65.00
687.	MBH		GRP00627	BOOKCASE / 4 / AND UP SHELF	1	11/18/15	\$225.00	\$65.00
688.	MBH		GRP00639	CHAIR / TASK W / ARM	1	11/18/15	\$200.00	\$50.00
689.	MBH		GRP00625	CHAIR / TASK W / ARM	2	11/18/15	\$400.00	\$100.00
690.	MBH		GRP00637	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
691.	MBH		GRP00631	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
692.	MBH		GRP00628	DESK / DOUBLE PEDESTAL	2	11/18/15	\$1,600.00	\$400.00

Owner	Location	Asset Number	Description	Qty	Inventory Date	Total Replacement Value	Total Market Value
693.	MBH	GRP00633	DESK / L / SHAPE	1	11/18/15	\$1,200.00	\$300.00
694.	MBH	GRP00626	FILE CABINET / LATERAL 2 DR	1	11/18/15	\$200.00	\$75.00
695.	MBH	GRP00624	FILE CABINET / LATERAL 4 DR	1	11/18/15	\$600.00	\$125.00
696.	MBH	GRP00635	FILE CABINET / VERTICAL 4 DR	1	11/18/15	\$200.00	\$75.00
697.	MBH	GRP00638	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
698.	MBH	GRP00630	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
699.	MBH	GRP00632	PRINTER / INKJET	1	11/18/15	\$400.00	\$100.00
700.	MBH	GRP00636	PRINTER / INKJET	1	11/18/15	\$400.00	\$100.00
701.	MBH	GRP00629	SCANNER / DOCUMENT	1	11/18/15	\$100.00	\$25.00
702.	MBH	GRP00641	STUDENT CHAIR / SOFT LARGE	1	11/18/15	\$40.00	\$8.00
703.	MBH	GRP00972	BOOKCASE / 1 / 3 SHELF	1	11/19/15	\$150.00	\$40.00
704.	MBH	GRP00968	CABINET / STORAGE TALL	1	11/19/15	\$300.00	\$75.00
705.	MBH	GRP00969	CHAIR / SIDE GUEST	2	11/19/15	\$600.00	\$150.00
706.	MBH	GRP00975	CHAIR / TASK W / ARM	1	11/19/15	\$200.00	\$50.00
707.	MBH	GRP00977	COMPUTER / DESKTOP	1	11/19/15	\$600.00	\$100.00
708.	MBH	GRP00978	COMPUTER / DESKTOP	1	11/19/15	\$600.00	\$100.00
709.	MBH	GRP00974	CREDENZA W / KNEE SPACE	1	11/19/15	\$1,200.00	\$300.00
710.	MBH	GRP00976	DESK / SINGLE PEDESTAL	1	11/19/15	\$600.00	\$150.00
711.	MBH	GRP00970	FILE CABINET / LATERAL 4 DR	1	11/19/15	\$600.00	\$125.00
712.	MBH	GRP00971	FILE CABINET / LATERAL 5 DR	1	11/19/15	\$800.00	\$200.00
713.	MBH	GRP00973	MONITOR / FLAT	1	11/19/15	\$175.00	\$50.00
714.	MBH	GRP00979	MONITOR / FLAT	1	11/19/15	\$175.00	\$50.00
715.	MBH	GRP00980	MONITOR / FLAT	1	11/19/15	\$175.00	\$50.00
716.	MBH	GRP00981	PRINTER / ALL / IN / ONE	1	11/19/15	\$150.00	\$40.00
717.	MBH	GRP00079	COMPUTER / DESKTOP	1	11/16/15	\$600.00	\$100.00
718.	MBH	GRP00078	MONITOR / FLAT	1	11/16/15	\$175.00	\$50.00

	Owner	Location	Asset Number	Description	Qty	Inventory Date	Total Replacement Value	Total Market Value
719.	MBH		GRP00800	BOOKCASE / 4 / AND UP SHELF	1	11/18/15	\$225.00	\$65.00
720.	MBH		GRP00803	CHAIR / TASK W / ARM	1	11/18/15	\$200.00	\$50.00
721.	MBH		GRP00807	COMPUTER / TABLET	1	11/18/15	\$600.00	\$225.00
722.	MBH		GRP00805	DESK / DOUBLE PEDESTAL	1	11/18/15	\$800.00	\$200.00
723.	MBH		GRP00801	FILE CABINET / VERTICAL 2DR	2	11/18/15	\$150.00	\$50.00
724.	MBH		GRP00806	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
725.	MBH		GRP00802	PRINTER / LASER	1	11/18/15	\$300.00	\$75.00
726.	MBH		GRP00804	TABLE / MISCELLANEOUS WORK	1	11/18/15	\$125.00	\$25.00
727.	MBH		GRP00808	CHAIR / SIDE GUEST	2	11/18/15	\$600.00	\$150.00
728.	MBH		GRP00811	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
729.	MBH		GRP00810	COMPUTER / TABLET	1	11/18/15	\$600.00	\$225.00
730.	MBH		GRP00809	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
731.	MBH		GRP00756	CABINET / STORAGE TALL	1	11/18/15	\$300.00	\$75.00
732.	MBH		GRP00760	CHAIR / STACK	1	11/18/15	\$60.00	\$15.00
733.	MBH		GRP00104	CHAIR / TASK NO ARM	3	11/16/15	\$525.00	\$120.00
734.	MBH		GRP00759	CHAIR / TASK W / ARM	1	11/18/15	\$200.00	\$50.00
735.	MBH		GRP00762	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
736.	MBH		GRP00110	COMPUTER / DESKTOP	1	11/16/15	\$600.00	\$100.00
737.	MBH		GRP00108	COMPUTER / DESKTOP	1	11/16/15	\$600.00	\$100.00
738.	MBH		GRP00761	FILE CABINET / VERTICAL 2DR	1	11/18/15	\$75.00	\$25.00
739.	MBH		GRP00106	FILE CABINET / VERTICAL 4 DR	1	11/16/15	\$200.00	\$75.00
740.	MBH		GRP00107	MONITOR / FLAT	1	11/16/15	\$175.00	\$50.00
741.	MBH		GRP00111	MONITOR / FLAT	1	11/16/15	\$175.00	\$50.00
742.	MBH		GRP00758	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
743.	MBH		GRP00109	OTOSCOPE	1	11/16/15	\$2,200.00	\$300.00
744.	MBH		GRP00757	TABLE / MISCELLANEOUS WORK	1	11/18/15	\$125.00	\$25.00

	Owner	Location	Asset Number	Description	Qty	Inventory Date	Replacement Value	Total Market Value
745.	MBH		GRP00105	WORKSTATION / ASSOCIATE	2	11/16/15	\$4,800.00	\$1,200.00
746.	MBH		GRP00073	ANALYZER / HAND HELD / BLOOD GLUCOSE	1	11/16/15	\$2,500.00	\$100.00
747.	MBH		GRP00672	ANALYZER / HAND HELD / BLOOD GLUCOSE	1	11/18/15	\$2,500.00	\$100.00
748.	MBH		GRP00072	ANALYZER / HAND HELD / BLOOD GLUCOSE	1	11/16/15	\$2,500.00	\$100.00
749.	MBH		GRP00652	BED	1	11/18/15	\$500.00	\$100.00
750.	MBH		GRP00083	BOOKCASE / 1 / 3 SHELF	1	11/16/15	\$150.00	\$40.00
751.	MBH		GRP00654	CABINET / STORAGE TALL	3	11/18/15	\$900.00	\$225.00
752.	MBH		GRP00682	CART / NURSE COMPUTER	1	11/18/15	\$550.00	\$175.00
753.	MBH		GRP00674	CART / NURSE COMPUTER	1	11/18/15	\$550.00	\$175.00
754.	MBH		GRP00089	CART / NURSE COMPUTER	1	11/16/15	\$550.00	\$175.00
755.	MBH		GRP00088	CART / NURSE COMPUTER	1	11/16/15	\$550.00	\$175.00
756.	MBH		GRP00087	CART / NURSE COMPUTER	1	11/16/15	\$550.00	\$175.00
757.	MBH		GRP00684	CHAIR / TASK NO ARM	1	11/18/15	\$175.00	\$40.00
758.	MBH		GRP00683	CHAIR / TASK W / ARM	3	11/18/15	\$600.00	\$150.00
759.	MBH		GRP00651	CHAIR / TASK W / ARM	1	11/18/15	\$200.00	\$50.00
760.	MBH		GRP00074	CHAIR / TASK W / ARM	5	11/16/15	\$1,000.00	\$250.00
761.	MBH		GRP00091	CHAIR / TASK W / ARM	2	11/16/15	\$400.00	\$100.00
762.	MBH		GRP00676	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
763.	MBH		GRP00679	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
764.	MBH		GRP00680	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
765.	MBH		GRP00095	COMPUTER / DESKTOP	1	11/16/15	\$600.00	\$100.00
766.	MBH		GRP00070	COMPUTER / DESKTOP	1	11/16/15	\$600.00	\$100.00
767.	MBH		GRP00093	COMPUTER / DESKTOP	1	11/16/15	\$600.00	\$100.00
768.	MBH		GRP00077	COMPUTER / TABLET	1	11/16/15	\$500.00	\$200.00

	Owner	Location	Asset Number	Description	Qty	Inventory Date	Replacement Value	Total Market Value
769.	MBH		GRP00076	COMPUTER / TABLET	1	11/16/15	\$500.00	\$200.00
770.	MBH		GRP00075	COMPUTER / TABLET	1	11/16/15	\$500.00	\$200.00
771.	MBH		GRP00673	FILE CABINET / LATERAL 3 DR	1	11/18/15	\$400.00	\$100.00
772.	MBH		GRP00653	FILE CABINET / LATERAL 4 DR	1	11/18/15	\$600.00	\$125.00
773.	MBH		GRP00675	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
774.	MBH		GRP00677	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
775.	MBH		GRP00681	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
776.	MBH		GRP00678	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
777.	MBH		GRP00092	MONITOR / FLAT	1	11/16/15	\$175.00	\$50.00
778.	MBH		GRP00094	MONITOR / FLAT	1	11/16/15	\$175.00	\$50.00
779.	MBH		GRP00069	MONITOR / FLAT	1	11/16/15	\$175.00	\$50.00
780.	MBH		GRP00081	MONITOR / PATIENT	1	11/16/15	\$2,300.00	\$500.00
781.	MBH		GRP00082	MONITOR / PATIENT	1	11/16/15	\$2,300.00	\$500.00
782.	MBH		GRP00650	MONITOR / PATIENT	1	11/18/15	\$2,300.00	\$500.00
783.	MBH		GRP00090	PRINTER / LASER	1	11/16/15	\$1,000.00	\$200.00
784.	MBH		GRP00671	PRINTER / LASER	1	11/18/15	\$1,000.00	\$200.00
785.	MBH		GRP00071	SECURITY SYSTEM / DIGITAL	1	11/16/15	\$1,900.00	\$600.00
786.	MBH		GRP00080	STOOL / W / BACK	1	11/16/15	\$100.00	\$25.00
787.	MBH		GRP00685	TABLE / MISCELLANEOUS WORK	1	11/18/15	\$125.00	\$25.00
788.	MBH		GRP00084	TABLE / MISCELLANEOUS WORK	1	11/16/15	\$125.00	\$25.00
789.	MBH		GRP00085	WORKSTATION / ASSOCIATE	1	11/16/15	\$2,400.00	\$600.00
790.	MBH		GRP00086	WORKSTATION / ASSOCIATE	3	11/16/15	\$7,200.00	\$1,800.00
791.	MBH		GRP00775	BEDSIDE CABINET	1	11/18/15	\$200.00	\$50.00
792.	MBH		GRP00776	BENCH	1	11/18/15	\$250.00	\$75.00
793.	MBH		GRP00773	SCALE / PLATFORM	1	11/18/15	\$1,700.00	\$400.00
794.	MBH		GRP00774	STUDENT CHAIR / SOFT LARGE	1	11/18/15	\$40.00	\$8.00

	Owner	Location	Asset Number	Description	Qty	Inventory Date	Replacement Value	Total Market Value
795.	MBH		GRP00777	WHEELCHAIR	1	11/18/15	\$400.00	\$50.00
796.	MBH		GRP00667	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
797.	MBH		GRP00669	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
798.	MBH		GRP00663	DESK / DOUBLE PEDESTAL	1	11/18/15	\$800.00	\$200.00
799.	MBH		GRP00664	DESK / SINGLE PEDESTAL	1	11/18/15	\$600.00	\$150.00
800.	MBH		GRP00665	FILE CABINET / VERTICAL 2DR	2	11/18/15	\$150.00	\$50.00
801.	MBH		GRP00668	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
802.	MBH		GRP00666	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
803.	MBH		GRP00670	OTOSCOPE	1	11/18/15	\$2,200.00	\$300.00
804.	MBH		GRP00765	CHAIR / TASK W / ARM	1	11/18/15	\$200.00	\$50.00
805.	MBH		GRP00766	DESK / SINGLE PEDESTAL	1	11/18/15	\$600.00	\$150.00
806.	MBH		GRP00764	STUDENT CHAIR / SOFT LARGE	4	11/18/15	\$160.00	\$32.00
807.	MBH		GRP00763	TABLE / MAT	1	11/18/15	\$800.00	\$300.00
808.	MBH		GRP00960	CABINET / STORAGE TALL	1	11/19/15	\$300.00	\$75.00
809.	MBH		GRP00967	CABINET / STORAGE TALL	1	11/19/15	\$300.00	\$75.00
810.	MBH		GRP00961	COMPUTER / DESKTOP	1	11/19/15	\$600.00	\$100.00
811.	MBH		GRP00963	FAX MACHINE	1	11/19/15	\$200.00	\$50.00
812.	MBH		GRP00966	FILE CABINET / VERTICAL 4 DR	2	11/19/15	\$400.00	\$150.00
813.	MBH		GRP00964	MONITOR / FLAT	1	11/19/15	\$175.00	\$50.00
814.	MBH		GRP00965	PRINTER / INKJET	1	11/19/15	\$400.00	\$100.00
815.	MBH		GRP00962	PRINTER / LASER	1	11/19/15	\$1,000.00	\$200.00
816.	MBH		GRP00959	WORKSTATION / ASSOCIATE	2	11/19/15	\$4,800.00	\$1,200.00
817.	MBH		GRP00238	CHAIR / TASK W / ARM	4	11/17/15	\$800.00	\$200.00
818.	MBH		GRP00244	COMPUTER / DESKTOP	1	11/17/15	\$600.00	\$100.00
819.	MBH		GRP00246	COMPUTER / DESKTOP	1	11/17/15	\$600.00	\$100.00
820.	MBH		GRP00240	COMPUTER / DESKTOP	1	11/17/15	\$600.00	\$100.00

	Owner	Location	Asset Number	Description	Qty	Inventory Date	Total Replacement Value	Total Market Value
821.	MBH		GRP00241	COMPUTER / DESKTOP	1	11/17/15	\$600.00	\$100.00
822.	MBH		GRP00247	MONITOR / FLAT	1	11/17/15	\$175.00	\$50.00
823.	MBH		GRP00239	MONITOR / FLAT	1	11/17/15	\$175.00	\$50.00
824.	MBH		GRP00243	MONITOR / FLAT	1	11/17/15	\$175.00	\$50.00
825.	MBH		GRP00242	MONITOR / FLAT	1	11/17/15	\$175.00	\$50.00
826.	MBH		GRP00245	PRINTER / LASER	1	11/17/15	\$350.00	\$75.00
827.	MBH		GRP00237	WORKSTATION / ASSOCIATE	4	11/17/15	\$9,600.00	\$2,400.00
828.	MBH		GRP00772	CHAIR / TASK W / ARM	3	11/18/15	\$600.00	\$150.00
829.	MBH		GRP00769	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
830.	MBH		GRP00768	DESK / L / SHAPE	1	11/18/15	\$1,200.00	\$300.00
831.	MBH		GRP00767	FILE CABINET / VERTICAL 4 DR	1	11/18/15	\$200.00	\$75.00
832.	MBH		GRP00771	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
833.	MBH		GRP00770	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
834.	MBH		GRP00250	BOOKCASE / 4 / AND UP SHELF	1	11/17/15	\$225.00	\$65.00
835.	MBH		GRP00248	CABINET / STORAGE TALL	1	11/17/15	\$300.00	\$75.00
836.	MBH		GRP00253	CART / AV	1	11/17/15	\$150.00	\$40.00
837.	MBH		GRP00254	CHAIR / TASK W / ARM	2	11/17/15	\$400.00	\$100.00
838.	MBH		GRP00255	COMPUTER / DESKTOP	1	11/17/15	\$600.00	\$100.00
839.	MBH		GRP00251	DESK / L / SHAPE	1	11/17/15	\$1,200.00	\$300.00
840.	MBH		GRP00249	FILE CABINET / VERTICAL 4 DR	1	11/17/15	\$200.00	\$75.00
841.	MBH		GRP00256	MONITOR / FLAT	1	11/17/15	\$175.00	\$50.00
842.	MBH		GRP00257	PRINTER / ALL / IN / ONE	1	11/17/15	\$150.00	\$40.00
843.	MBH		GRP00252	TV / TUBE	1	11/17/15	\$200.00	\$25.00
844.	MBH		GRP00739	BOOKCASE / 4 / AND UP SHELF	1	11/18/15	\$225.00	\$65.00
845.	MBH		GRP00738	CHAIR / SIDE W / ARM	1	11/18/15	\$175.00	\$40.00
846.	MBH		GRP00737	CHAIR / TASK W / ARM	1	11/18/15	\$200.00	\$50.00

	Owner	Location	Accession Number	Description	Qty	Inventory Date	Replacement Value	Total Market Value
847.	MBH		GRP00745	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
848.	MBH		GRP00725	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
849.	MBH		GRP00730	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
850.	MBH		GRP00731	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
851.	MBH		GRP00733	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
852.	MBH		GRP00736	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
853.	MBH		GRP00740	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
854.	MBH		GRP00742	DESK / L / SHAPE	1	11/18/15	\$1,200.00	\$300.00
855.	MBH		GRP00729	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
856.	MBH		GRP00735	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
857.	MBH		GRP00734	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
858.	MBH		GRP00732	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
859.	MBH		GRP00728	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
860.	MBH		GRP00727	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
861.	MBH		GRP00726	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
862.	MBH		GRP00741	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
863.	MBH		GRP00743	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
864.	MBH		GRP00744	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
865.	MBH		GRP00724	PRINTER / LASER	1	11/18/15	\$1,000.00	\$200.00
866.	MBH		GRP00723	LOVESEAT	1	11/18/15	\$700.00	\$175.00
867.	MBH		GRP00718	LOVESEAT	3	11/18/15	\$2,100.00	\$525.00
868.	MBH		GRP00719	STUDENT CHAIR / SOFT SMALL	6	11/18/15	\$180.00	\$30.00
869.	MBH		GRP00721	TABLE / END	2	11/18/15	\$250.00	\$50.00
870.	MBH		GRP00720	TABLE / MISCELLANEOUS WORK	1	11/18/15	\$125.00	\$25.00
871.	MBH		GRP00722	TV / FLAT PANEL	1	11/18/15	\$350.00	\$150.00
872.	MBH		GRP00717	WAITING ROOM GANG CHAIR	1	11/18/15	\$500.00	\$200.00

Owner	Location	Asset Number	Description	Qty	Inventory Date	Total Replacement Value	Total Market Value
873. MBH		GRP00716	WAITING ROOM GANG CHAIR	3	11/18/15	\$900.00	\$300.00
874. MBH		GRP00715	WAITING ROOM GANG CHAIR	1	11/18/15	\$700.00	\$250.00
875. MBH		GRP00429	CART / UTILITY	1	11/17/15	\$200.00	\$50.00
876. MBH		GRP00426	FILE CABINET / LATERAL 3 DR	1	11/17/15	\$400.00	\$100.00
877. MBH		GRP00427	ICE MACHINE	1	11/17/15	\$3,350.00	\$1,100.00
878. MBH		GRP00416	ICE MACHINE	1	11/17/15	\$3,350.00	\$1,100.00
879. MBH		GRP00428	PRESCHOOL / TOTE TRAY STORAGE	1	11/17/15	\$300.00	\$75.00
880. MBH		GRP00096	REFRIGERATOR / DOMESTIC	1	11/16/15	\$750.00	\$100.00
881. MBH		GRP00415	REFRIGERATOR / DOMESTIC	1	11/17/15	\$750.00	\$100.00
882. MBH		GRP00304	BOOKCASE / 4 / AND UP SHELF	1	11/17/15	\$225.00	\$65.00
883. MBH		GRP00296	CABINET / STORAGE TALL	1	11/17/15	\$300.00	\$75.00
884. MBH		GRP00299	CABINET / STORAGE TALL	1	11/17/15	\$300.00	\$75.00
885. MBH		GRP00293	CHAIR / SIDE GUEST	1	11/17/15	\$300.00	\$75.00
886. MBH		GRP00292	CHAIR / SIDE W / ARM	4	11/17/15	\$700.00	\$160.00
887. MBH		GRP00303	CHAIR / TASK NO ARM	1	11/17/15	\$175.00	\$40.00
888. MBH		GRP00306	CHAIR / TASK NO ARM	1	11/17/15	\$175.00	\$40.00
889. MBH		GRP00307	CHAIR / TASK W / ARM	1	11/17/15	\$200.00	\$50.00
890. MBH		GRP00301	STUDENT CHAIR / HARD MEDIUM	1	11/17/15	\$55.00	\$10.00
891. MBH		GRP00294	STUDENT CHAIR / SOFT LARGE	1	11/17/15	\$40.00	\$8.00
892. MBH		GRP00302	TABLE / COFFEE	1	11/17/15	\$325.00	\$150.00
893. MBH		GRP00297	TABLE / END	2	11/17/15	\$250.00	\$50.00
894. MBH		GRP00295	TABLE / END	1	11/17/15	\$125.00	\$25.00
895. MBH		GRP00300	TABLE / MISCELLANEOUS WORK	1	11/17/15	\$125.00	\$25.00
896. MBH		GRP00290	TABLE / ROUND CLASSROOM / STUDENT	2	11/17/15	\$350.00	\$100.00
897. MBH		GRP00305	TV / FLAT PANEL	1	11/17/15	\$200.00	\$75.00

	Owner	Location	Asset Number	Description	Qty	Inventory Date	Replacement Value	Total Market Value
898.	MBH		GRP00291	WAITING ROOM GANG CHAIR	2	11/17/15	\$800.00	\$300.00
899.	MBH		GRP00298	WAITING ROOM GANG CHAIR	2	11/17/15	\$1,000.00	\$400.00
900.	MBH		GRP00939	CABINET / STORAGE TALL	1	11/19/15	\$300.00	\$75.00
901.	MBH		GRP00940	CHAIR / TASK NO ARM	2	11/19/15	\$350.00	\$80.00
902.	MBH		GRP00941	CHAIR / TASK W / ARM	1	11/19/15	\$200.00	\$50.00
903.	MBH		GRP00938	FILE CABINET / LATERAL 5 DR	1	11/19/15	\$800.00	\$200.00
904.	MBH		GRP00937	FILE CABINET / VERTICAL 5 DR	2	11/19/15	\$600.00	\$200.00
905.	MBH		GRP00943	MONITOR / FLAT	1	11/19/15	\$175.00	\$50.00
906.	MBH		GRP00942	PRINTER / LASER	1	11/19/15	\$1,000.00	\$200.00
907.	MBH		GRP00454	BOOKCASE / 1 / 3 SHELF	1	11/17/15	\$150.00	\$40.00
908.	MBH		GRP00450	BOOKCASE / 1 / 3 SHELF	1	11/17/15	\$150.00	\$40.00
909.	MBH		GRP00455	BOOKCASE / 4 / AND UP SHELF	1	11/17/15	\$225.00	\$65.00
910.	MBH		GRP00448	BOOKCASE / 4 / AND UP SHELF	1	11/17/15	\$225.00	\$65.00
911.	MBH		GRP00447	CHAIR / SIDE W / ARM	1	11/17/15	\$175.00	\$40.00
912.	MBH		GRP00449	CHAIR / SIDE W / ARM	1	11/17/15	\$175.00	\$40.00
913.	MBH		GRP00446	CHAIR / TASK W / ARM	1	11/17/15	\$200.00	\$50.00
914.	MBH		GRP00457	CHAIR / TASK W / ARM	1	11/17/15	\$200.00	\$50.00
915.	MBH		GRP00442	COMPUTER / DESKTOP	1	11/17/15	\$600.00	\$100.00
916.	MBH		GRP00460	COMPUTER / DESKTOP	1	11/17/15	\$600.00	\$100.00
917.	MBH		GRP00440	DESK / L / SHAPE	1	11/17/15	\$1,200.00	\$300.00
918.	MBH		GRP00458	DESK / L / SHAPE	1	11/17/15	\$1,200.00	\$300.00
919.	MBH		GRP00461	FILE CABINET / VERTICAL 2DR	1	11/17/15	\$75.00	\$25.00
920.	MBH		GRP00456	FILE CABINET / VERTICAL 4 DR	2	11/17/15	\$400.00	\$150.00
921.	MBH		GRP00444	FILE CABINET / VERTICAL 5 DR	1	11/17/15	\$300.00	\$100.00
922.	MBH		GRP00459	MONITOR / FLAT	1	11/17/15	\$175.00	\$50.00
923.	MBH		GRP00441	MONITOR / FLAT	1	11/17/15	\$175.00	\$50.00

Owner	Location	Asset Number	Description	Qty	Inventory Date	Replacement Value	Market Value
924.	MBH	GRP00451	PRINTER / ALL / IN / ONE	1	11/17/15	\$200.00	\$50.00
925.	MBH	GRP00445	PRINTER / INKJET	1	11/17/15	\$400.00	\$100.00
926.	MBH	GRP00453	PRINTER / INKJET	1	11/17/15	\$400.00	\$100.00
927.	MBH	GRP00452	PRINTER / LASER	1	11/17/15	\$450.00	\$100.00
928.	MBH	GRP00443	SCANNER / DOCUMENT	1	11/17/15	\$250.00	\$50.00
929.	MBH	GRP00863	BOOKCASE / 4 / AND UP SHELF	1	11/18/15	\$225.00	\$65.00
930.	MBH	GRP00865	CHAIR / SIDE W / ARM	2	11/18/15	\$350.00	\$80.00
931.	MBH	GRP00868	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
932.	MBH	GRP00870	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
933.	MBH	GRP00869	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
934.	MBH	GRP00867	PRINTER / LASER	1	11/18/15	\$600.00	\$150.00
935.	MBH	GRP00864	SOFA	1	11/18/15	\$1,200.00	\$300.00
936.	MBH	GRP00866	TABLE / COFFEE	1	11/18/15	\$325.00	\$150.00
937.	MBH	GRP00994	BOOKCASE / 4 / AND UP SHELF	1	11/19/15	\$225.00	\$65.00
938.	MBH	GRP00993	CABINET / STORAGE TALL	1	11/19/15	\$300.00	\$75.00
939.	MBH	GRP00997	CHAIR / SIDE GUEST	2	11/19/15	\$600.00	\$150.00
940.	MBH	GRP00999	COMPUTER / DESKTOP	1	11/19/15	\$600.00	\$100.00
941.	MBH	GRP00996	DESK / U / SHAPE	1	11/19/15	\$1,600.00	\$400.00
942.	MBH	GRP01000	FAX MACHINE	1	11/19/15	\$200.00	\$50.00
943.	MBH	GRP00995	FILE CABINET / LATERAL 4 DR	1	11/19/15	\$600.00	\$125.00
944.	MBH	GRP00998	MONITOR / FLAT	1	11/19/15	\$175.00	\$50.00
945.	MBH	GRP01001	PRINTER / LASER	1	11/19/15	\$450.00	\$100.00
946.	MBH	GRP01002	SCANNER / DOCUMENT	1	11/19/15	\$250.00	\$50.00
947.	MBH	GRP00928	BEDSIDE CABINET	1	11/19/15	\$200.00	\$50.00
948.	MBH	GRP00929	CHAIR / STACK	3	11/19/15	\$180.00	\$45.00
949.	MBH	GRP00933	COMPUTER / DESKTOP	1	11/19/15	\$600.00	\$100.00

	Owner	Location	Asset Number	Description	Qty	Inventory Date	Total Replacement Value	Total Market Value
950.	MBH		GRP00935	COMPUTER / DESKTOP	1	11/19/15	\$600.00	\$100.00
951.	MBH		GRP00931	DESK / L / SHAPE	1	11/19/15	\$1,200.00	\$300.00
952.	MBH		GRP00930	FILE CABINET / VERTICAL 2DR	1	11/19/15	\$75.00	\$25.00
953.	MBH		GRP00927	FILE CABINET / VERTICAL 5 DR	1	11/19/15	\$300.00	\$100.00
954.	MBH		GRP00934	MONITOR / FLAT	1	11/19/15	\$175.00	\$50.00
955.	MBH		GRP00932	MONITOR / FLAT	1	11/19/15	\$175.00	\$50.00
956.	MBH		GRP00936	MONITOR / FLAT	1	11/19/15	\$175.00	\$50.00
957.	MBH		GRP00921	COMPUTER / SERVER	1	11/19/15	\$6,000.00	\$500.00
958.	MBH		GRP00922	COMPUTER / SERVER	1	11/19/15	\$5,000.00	\$1,500.00
959.	MBH		GRP00926	MEDIA GATEWAY	1	11/19/15	\$1,800.00	\$450.00
960.	MBH		GRP00925	MEDIA GATEWAY	1	11/19/15	\$1,800.00	\$450.00
961.	MBH		GRP00918	SWITCH / NETWORK	1	11/19/15	\$750.00	\$225.00
962.	MBH		GRP00919	SWITCH / NETWORK	1	11/19/15	\$750.00	\$225.00
963.	MBH		GRP00920	SWITCH / NETWORK	1	11/19/15	\$250.00	\$100.00
964.				UNINTERRUPTIBLE POWER				
	MBH		GRP00924	SUPPLY / UPS	1	11/19/15	\$300.00	\$50.00
965.				UNINTERRUPTIBLE POWER				
	MBH		GRP00923	SUPPLY / UPS	1	11/19/15	\$1,200.00	\$200.00
966.	MBH		GRP00813	BOOKCASE / 4 / AND UP SHELF	2	11/18/15	\$450.00	\$130.00
967.	MBH		GRP00814	CHAIR / SIDE W / ARM	4	11/18/15	\$700.00	\$160.00
968.	MBH		GRP00816	CHAIR / TASK W / ARM	1	11/18/15	\$200.00	\$50.00
969.	MBH		GRP00819	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
970.	MBH		GRP00812	DESK / L / SHAPE	1	11/18/15	\$1,200.00	\$300.00
971.	MBH		GRP00815	LOVESEAT	1	11/18/15	\$700.00	\$175.00
972.	MBH		GRP00818	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
973.	MBH		GRP00817	PRINTER / LASER	1	11/18/15	\$300.00	\$75.00
974.	MBH		GRP00788	BOOKCASE / 4 / AND UP SHELF	1	11/18/15	\$225.00	\$65.00

Owner	Location	Asset Number	Description	Qty	Inventory Date	Total Replacement Value	Total Market Value
975. MBH		GRP00791	CHAIR / SIDE W / ARM	1	11/18/15	\$175.00	\$40.00
976. MBH		GRP00792	CHAIR / TASK W / ARM	1	11/18/15	\$200.00	\$50.00
977. MBH		GRP00797	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
978. MBH		GRP00789	DESK / DOUBLE PEDESTAL	1	11/18/15	\$800.00	\$200.00
979. MBH		GRP00795	FILE CABINET / VERTICAL 4 DR	1	11/18/15	\$200.00	\$75.00
980. MBH		GRP00790	LOVESEAT	1	11/18/15	\$700.00	\$175.00
981. MBH		GRP00796	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
982. MBH		GRP00798	PRINTER / LASER	1	11/18/15	\$300.00	\$75.00
983. MBH		GRP00793	STUDENT CHAIR / SOFT LARGE	2	11/18/15	\$80.00	\$16.00
984. MBH		GRP00799	TABLE / END	1	11/18/15	\$125.00	\$25.00
985. MBH		GRP00794	TABLE / MISCELLANEOUS WORK	1	11/18/15	\$125.00	\$25.00
986. MBH		GRP00369	CABINET / STORAGE TALL	3	11/17/15	\$900.00	\$225.00
987. MBH		GRP00373	CHAIR / TASK W / ARM	5	11/17/15	\$1,000.00	\$250.00
988. MBH		GRP00367	COMPUTER / DESKTOP	1	11/17/15	\$600.00	\$100.00
989. MBH		GRP00372	COMPUTER / DESKTOP	1	11/17/15	\$600.00	\$100.00
990. MBH		GRP00375	COMPUTER / DESKTOP	1	11/17/15	\$600.00	\$100.00
991. MBH		GRP00378	COMPUTER / DESKTOP	1	11/17/15	\$600.00	\$100.00
992. MBH		GRP00364	COMPUTER / DESKTOP	1	11/17/15	\$600.00	\$100.00
993. MBH		GRP00370	FILE CABINET / VERTICAL 2DR	1	11/17/15	\$75.00	\$25.00
994. MBH		GRP00366	FILE CABINET / VERTICAL 2DR	6	11/17/15	\$450.00	\$150.00
995. MBH		GRP00365	MONITOR / FLAT	1	11/17/15	\$175.00	\$50.00
996. MBH		GRP00368	MONITOR / FLAT	1	11/17/15	\$175.00	\$50.00
997. MBH		GRP00371	MONITOR / FLAT	1	11/17/15	\$175.00	\$50.00
998. MBH		GRP00377	MONITOR / FLAT	1	11/17/15	\$175.00	\$50.00
999. MBH		GRP00374	MONITOR / FLAT	1	11/17/15	\$175.00	\$50.00
1000. MBH		GRP00376	PRINTER / LASER	1	11/17/15	\$1,000.00	\$200.00

Owner	Location	Asset Number	Description	Qty	Inventory Date	Replacement Value	Total Market Value
1001.	MBH	GRP00363	WORKSTATION / ASSOCIATE	5	11/17/15	\$12,000.00	\$3,000.00
1002.	MBH	GRP00102	BEDSIDE CABINET	2	11/16/15	\$400.00	\$100.00
1003.	MBH	GRP00098	CABINET / STORAGE TALL	1	11/16/15	\$300.00	\$75.00
1004.	MBH	GRP00099	CENTRIFUGE	1	11/16/15	\$450.00	\$200.00
1005.	MBH	GRP00103	CHAIR / FOLDING	1	11/16/15	\$25.00	\$5.00
1006.	MBH	GRP00101	FILE CABINET / VERTICAL 2DR	1	11/16/15	\$75.00	\$25.00
1007.	MBH	GRP00100	NEBULIZER	1	11/16/15	\$100.00	\$30.00
1008.	MBH	GRP00312	STORAGE SHELVING	1	11/17/15	\$100.00	\$25.00
1009.	MBH	GRP00097	TABLE / MAT	1	11/16/15	\$800.00	\$300.00
1010.	MBH	GRP00056	WHEELCHAIR	1	11/16/15	\$400.00	\$50.00
1011.	MBH	GRP00157	CABINET / STORAGE TALL	1	11/17/15	\$300.00	\$75.00
1012.	MBH	GRP00158	CHAIR / FOLDING	2	11/17/15	\$50.00	\$10.00
1013.	MBH	GRP00155	CHAIR / STACK	1	11/17/15	\$60.00	\$15.00
1014.	MBH	GRP00154	CHAIR / TASK NO ARM	1	11/17/15	\$175.00	\$40.00
1015.	MBH	GRP00153	CHAIR / TASK W / ARM	1	11/17/15	\$200.00	\$50.00
1016.	MBH	GRP00162	COMPUTER / DESKTOP	1	11/17/15	\$600.00	\$100.00
1017.	MBH	GRP00159	DESK / L / SHAPE	1	11/17/15	\$1,200.00	\$300.00
1018.	MBH	GRP00156	FILE CABINET / VERTICAL 4 DR	2	11/17/15	\$400.00	\$150.00
1019.	MBH	GRP00161	MONITOR / FLAT	1	11/17/15	\$175.00	\$50.00
1020.	MBH	GRP00160	PRINTER / INKJET	1	11/17/15	\$400.00	\$100.00
1021.	MBH	GRP00135	CABINET / STORAGE TALL	9	11/17/15	\$2,700.00	\$675.00
1022.	MBH	GRP00138	CHAIR / FOLDING	1	11/17/15	\$25.00	\$5.00
1023.	MBH	GRP00133	CHAIR / STACK	4	11/17/15	\$240.00	\$60.00
1024.	MBH	GRP00132	CHAIR / STACK	28	11/17/15	\$1,680.00	\$420.00
1025.	MBH	GRP00137	TABLE / FOLDING	1	11/17/15	\$75.00	\$15.00
1026.	MBH	GRP00134	TABLE / MISCELLANEOUS WORK	5	11/17/15	\$625.00	\$125.00

	Owner	Location	Asset Number	Description	Qty	Inventory Date	Total Replacement Value	Total Market Value
1027.	MBH		GRP00136	TABLE / ROUND CLASSROOM / STUDENT	2	11/17/15	\$350.00	\$100.00
1028.	MBH		GRP00047	CHAIR / SIDE GUEST	5	11/16/15	\$1,500.00	\$375.00
1029.	MBH		GRP00050	CHAIR / STACK	1	11/16/15	\$60.00	\$15.00
1030.	MBH		GRP00055	CONFERENCE SYSTEM / VIDEO / CAMCORDER	1	11/16/15	\$10,925.00	\$2,400.00
1031.	MBH		GRP00049	DESK / TABLE	1	11/16/15	\$800.00	\$200.00
1032.	MBH		GRP00048	TABLE / END	1	11/16/15	\$125.00	\$25.00
1033.	MBH		GRP00046	WAITING ROOM GANG CHAIR	1	11/16/15	\$300.00	\$100.00
1034.	MBH		GRP00781	BOOKCASE / 1 / 3 SHELF	1	11/18/15	\$150.00	\$40.00
1035.	MBH		GRP00779	CHAIR / SIDE W / ARM	2	11/18/15	\$350.00	\$80.00
1036.	MBH		GRP00782	CHAIR / TASK W / ARM	1	11/18/15	\$200.00	\$50.00
1037.	MBH		GRP00787	COMPUTER / DESKTOP	1	11/18/15	\$600.00	\$100.00
1038.	MBH		GRP00783	DESK / DOUBLE PEDESTAL	1	11/18/15	\$800.00	\$200.00
1039.	MBH		GRP00784	FILE CABINET / VERTICAL 2DR	1	11/18/15	\$75.00	\$25.00
1040.	MBH		GRP00778	LOVESEAT	1	11/18/15	\$700.00	\$175.00
1041.	MBH		GRP00786	MONITOR / FLAT	1	11/18/15	\$175.00	\$50.00
1042.	MBH		GRP00785	PRINTER / LASER	1	11/18/15	\$300.00	\$75.00
1043.	MBH		GRP00780	TABLE / END	1	11/18/15	\$125.00	\$25.00
1044.	WARE HOUS E		GRP01044	BED	38	11/20/15	\$38,000.00	\$9,500.00
1045.	WARE HOUS E		GRP01046	BEDSIDE CABINET	38	11/20/15	\$7,600.00	\$1,900.00
1046.	WARE HOUS E		GRP01047	CABINET / WARDROBE	30	11/20/15	\$30,000.00	\$7,500.00
1047.	WARE		GRP01045	DESK / SINGLE PEDESTAL	38	11/20/15	\$22,800.00	\$5,700.00

Owner	Location	Asset Number	Description	Qty	Inventory Date	Replacement Value	Total Market Value
1048.	HOUS E						
	WARE HOUS E	GRP01048	STUDENT CHAIR / SOFT LARGE	38	11/20/15	\$1,520.00	\$304.00

Networking Equipment

Owner	Location	Description	Qty	Inventory Date	Replacement Value	Total Market Value
1.		Nortel 5500 48 Port Switch	5			
2.		Nortel 5500 24 Port Switch	2			
3.		Cisco Access Points	10			

Biomed Equipment

Owner	Location	Control #	Model/Description	Manufacturer/Description	Model#	Qty	Inventory Date	Replacement Value	Total Market Value
1.		N071247	PHYSIOLOGICAL MONITOR	WELCH ALLYN INC MEDICAL DIV	53NTO				
2.		N072795	SPHYGMOMANOMETER, ELECTRONIC, AUTOMATIC	A&D MEDICAL	UA767PLUS				
3.		N078723	THERMOMETER, ELECTRONIC	WELCH ALLYN INC MEDICAL DIV	690				
4.		N078629	THERMOMETER, ELECTRONIC	WELCH ALLYN INC MEDICAL DIV	690				

Owner	Location	Control #	Model Description	Manufacturer Description	Model #	Qty	Inventory Date	Re-Assignment Value	Total Market Value
5.		N073273	THERMOMETER, ELECTRONIC	IVAC CORP	2080A				
6.		N072153	CENTRIFUGE	UNICO UNITED PRODUCTS AND INSTRUMENTS IN	C856				
7.		N081375	SCALE, FLOOR	DETECTO SCALE CO	750				
8.		N063908	PERCUSSOR	GENERAL PHYSIOTHERAPY INC	K3				
9.		N072399	DEFIBRILLATORS, EXTERNAL, AUTOMATED	MEDTRONIC INC	LP1000				
10.		N070355	PHYSIOLOGICAL MONITOR	WELCH ALLYN INC MEDICAL DIV	53NTO				
11.		N071247	PHYSIOLOGICAL MONITOR	WELCH ALLYN INC MEDICAL DIV	53NTO				

Mobile Devices

Owner	Department Location	Device Type	Device Class	Serial Number	MDN Phone	User Name	Inventory Date	Re-Assignment Value	Total Market Value
1.	MBH Administration	iPhone 5S	iPhone	F2LLXM5PFF9Y	228-596-4147	Angie Fields			
2.	MBH Administration	iPhone 6	iPhone	FFMRGHN6G5MN	228-596-1175	Mike Zieman			
3.	MBH Administration	iPhone 5	iPhone	DX3P28RSFF9Y	228-224-0268	Michael Hall			
4.	MBH Administration	IPad2 16GB +3G	IPad	DN6GYP9KDFJ1		Mike Zieman			

Owner	Department Location	Device Type	Device Class	Serial Number	Qty	MPN/Phone #	User Name	Inventory Date	Replacement Value	Total Market Value
5.	MBH Admissions	iPad 16 Gb WiFi	iPad	DMPMRDEDF185			UNASSIGNED			
6.	MBH Admissions	iPad 16 Gb WiFi	iPad	DMPMR8FCF185			UNASSIGNED			
7.	MBH Admissions	iPad 16 Gb WiFi	iPad	DMPMRD35F185			UNASSIGNED			
8.	MBH Admissions	iPad 16 Gb WiFi	iPad	DMPMRB9HF185			UNASSIGNED			
9.	MBH Admissions	iPad 16 Gb WiFi	iPad	DMPMRACQF185			UNASSIGNED			
10.	MBH Admissions	iPad 16 Gb WiFi	iPad	DMPMREQHF185			UNASSIGNED			
11.	MBH Case Management	iPad 16 Gb WiFi	iPad	DMPM98ZJF185			UNASSIGNED			
12.	MBH Case Management	iPad 16 Gb WiFi	iPad	DMPM98ZVF185			UNASSIGNED			
13.	MBH Child Unit	iPad 16 Gb WiFi	iPad	DMPMRBE3F185			Child/Adolescent			
14.	MBH Education	iPhone 4S	iPhone	DQGR0EWDTC1		228-297-2430	Daina Bright			
15.	MBH Education	iPhone 6	iPhone	F17RRZYG5MN		228-297-2430	Daina Bright			
16.	MBH Engineering	Not	Cell	99000422456068		228-297-	Fred Tanner			

Owner	Department Location	Device Type	Device Class	Serial Number	Qty	MDN/Phone #	User Name	Inventory Date	Replacement Value	Total Market Value
17.	MBH Security	Listed LG	Phone	611CQTB0077225		1018				
		Fluid II	Cell			228-323-				
		AN170	Phone			5257	Scott Rogers			

Zero-Thin Clients

Owner	Department Location	Device Type	Device Class	Serial Number	Qty	User Name	Inventory Date	Replacement Value	Total Market Value
1.	MBH Activity Therapy	Wyse P25 Zero Client	ZeroClient	9F2DN601365		MBH Recreation Therapy Office			
2.	MBH Activity Therapy	Wyse P25 Zero Client	ZeroClient	9F2DN405854		MBH Recreation Therapy Office			
3.	MBH Admissions	Wyse P25 Zero Client	ZeroClient	9F2DN600506		MBH Intake Office			
4.	MBH Admissions	Wyse P25 Zero Client	ZeroClient	9F2DMB02092		MBH Intake Office			
5.	MBH Admissions	Wyse P25 Zero Client	ZeroClient	9F2DN600495		MBH Intake Office			

Owner	Department Location	Device Type	Device Class	Serial Number	Qty	User Name	Inventory Date	Total Replacement Value	Total Market Value
6.	MBH Admissions	Wyse P25 Zero Client	ZeroClient	9F2DO301082		MBH Intake Office			
7.	MBH Adolescent Unit	Wyse D10DP Thin Client	ThinClient	547DN300096		Nurse's Station			
8.	MBH Adolescent Unit	Wyse D10DP Thin Client	ThinClient	5470MA92451		MBH Adolescent Unit			
9.	MBH Adolescent Unit	Wyse D10DP Thin Client	ThinClient	547DN300022		Nurse's Station			
10.	MBH Adolescent Unit	Wyse D10DP Thin Client	ThinClient	547DMB00128		COW 15340			
11.	MBH Adolescent Unit	Wyse P25 Zero Client	ZeroClient	9F2DMB02292		MBH Adolescent Dr. Dictation Office			
12.	MBH Adolescent Unit	Wyse P25 Zero Client	ZeroClient	9F2DO300363		MBH Adolescent Dr. Dictation Office			
13.	MBH Adult Unit	Wyse D10DP Thin Client	ThinClient	547DN401554		COW 15358			

Owner	Department Location	Device Type	Device Class	Serial Number	Qty	User Name	Inventory Date	Replacement Value	Total Market Value
14.	MBH Adult Unit	Wyse D10DP Thin Client	ThinClient	547DN401216		Treatment Planning			
15.	MBH Adult Unit	Wyse D10DP Thin Client	ThinClient	547DMB00184		Treatment Planning			
16.	MBH Adult Unit	Wyse D10DP Thin Client	ThinClient	547DO400030		Adult Nurse's Station			
17.	MBH Adult Unit	Wyse P20 Zero client	ZeroClient	9F2DMB03296		MBH Adult Nurse's Station			
18.	MBH Adult Unit	Wyse P25 Zero Client	ZeroClient	9F2DMA04530		MBH Adult Dr. Dictation			
19.	MBH Adult Unit	Wyse P25 Zero Client	ZeroClient	9F2DN510810		MBH Adult Nurse's Station			
20.	MBH Child Unit	Wyse P25 Zero Client	ZeroClient	9F2DN402071		Physician Office			
21.	MBH Education	Wyse 5030 Zero Client	ZeroClient	CSF2CF2		Classroom			

Owner	Department Location	Device Type	Device Class	Serial Number	City	User Number	Inventory Date	Total Replacement Value	Total Market Value
22.	MBH Education	Wyse P25 Zero Client	ZeroClient	9F200895064		MBH Education Classroom			
23.	MBH Education	Wyse P25 Zero Client	ZeroClient	9F200895070		MBH Education Classroom			
24.	MBH Education	Wyse P25 Zero Client	ZeroClient	9F200895073		MBH Education Classroom			
25.	MBH Education	Wyse P25 Zero Client	ZeroClient	9F200895074		MBH Education Classroom			
26.	MBH Education	Wyse P25 Zero Client	ZeroClient	9F200895083		MBH Education Classroom			
27.	MBH Education	Wyse P25 Zero Client	ZeroClient	9F200895056		MBH Education Classroom			
28.	MBH Outpatient	Wyse P25 Zero Client	ZeroClient	9F2DO300211		MBH Outpatient			
29.	MBH Outpatient	Wyse P25 Zero Client	ZeroClient	9F2DN601169		MBH Outpatient Nurse's Office			

Owner	Dependent Location	Device Type	Device Class	Serial Number	Qty	User Name	Inventory Date	Total Replacement Value	Total Market Value
30.	MBH Social Services	Wyse P25 Zero Client	ZeroClient	9F2DN407191		MBH Social Services Adult			
31.	MBH Social Services	Wyse P25 Zero Client	ZeroClient	9F20O894992		MBH Social Services Child			
32.	MBH Social Services	Wyse P25 Zero Client	ZeroClient	9F20O894974		MBH Social Services Child			
33.	MBH Social Services	Wyse P25 Zero Client	ZeroClient	9F20O894991		MBH Social Services Child			
34.	MBH Social Services	Wyse P25 Zero Client	ZeroClient	9F20O894956		MBH Social Services Adult			
35.	MBH Social Services	Wyse P25 Zero Client	ZeroClient	9F20O894977		MBH Social Services Child			
36.	MBH Social Services	Wyse P25 Zero Client	ZeroClient	9F20O894951		MBH Social Services Adult			
37.	MBH Social Services	Wyse P25 Zero Client	ZeroClient	9F20O894970		MBH Social Services Adult			

Computer Carts

Owner	Department Location	Device Type	Device Class	Serial Number	Qty	Inventory Date	Replacement Value	Total Market Value
1.	MBH Adolescent	Ennovate Mobile Cart	COW	S6645374				
2.	MBH Adolescent	Ennovate Mobile Cart	COW	S664680				
3.	MBH Adolescent	Ennovate Mobile Cart	COW	S664421				
4.	MBH Adolescent	Ennovate Mobile Cart	COW	S664545				
5.	MBH Adolescent	Ennovate Mobile Cart	COW	S664567				
6.	MBH Adult	Ennovate Mobile Cart	COW	S664535				
7.	MBH Adult	Ennovate Mobile Cart	COW	S664157				
8.	MBH Adult	Ennovate Mobile Cart	COW	S664660				
9.	MBH Adult	PolyComm	Telecom Device	103B20				
10.	MBH PC Support	PolyComm	Telecom Device	10A635				

Telephone Equipment

The following telephone equipment is owned by Seller:

Owner	Location	Material Code	Description	QTY	Inventory Date	Total Replacement Value	Total Market Value
1.		185697	IP MEDIA RESOURCE 320 CHANNEL LIC	1			
2.		185596	C-LAN INTF CIRCUIT PACK TN799DP	1			
3.		185701	IP MEDIA RESOURCE CP TN2602AP	1			
4.		186846	CP TN2312BP IPS12	2			
5.		224274	IP320 MEDIA RESOURC TN2602AP NON GCI	1			
6.		263764	DL360G7 SERVER CM SID/MBT/SBC	1			
7.		700246671	G650 ACIDC PWR SUPPLY 655A	2			
8.		700259724	G650 MEDIA GATEWAY	2			
9.		407633999	SPORTSTER MOM 33.6 KBPS EXTL	1			
10.		115264	DEF LIC COPY DNA SITE ADMIN RI.O	1			
11.		102065	DEF G3 ATTD CNSL 30281 BLK	2			
12.		102919	CP ANALOG LINE 16PT TN746B	2			
13.		102924	UNIVERCIL COUPLER	1			
14.		102930	CP DSI/DMI TRNK UPG TN767E SX	1			
15.		102935	CSU MODULE 120A4	3			
16.		103002	DEF TERM ENTPRS MGMT 715BCS WH	1			
17.		106946	DEF CSI EXP CAB	1			
18.		119912	DEF MAINT CP DGTL 2 WIRE TN2224	2			
19.		103557468	CP TN793 ANLG LN 249T	4			
20.		105631527	CP AHFIO Bus TERMINATOR	2			
21.		1064056<6	CP TN763D AUX TRUNK INTF	1			
22.		107797615	DEF G3 26BIB DIR EXT SEL BLK TELSET	2			
23.		108276148	CP TN2224B DGTL LN 24PT	1			
24.		108773912	CP TN771 DP FACILITY TEST	1			
25.		108865775	CP TN775D MAINTENANCE TEST	2			

Owner	Location	Item Code	Description	QTY	Inventory Date	Replacement Value	Total Market Value
26.		601817422	FLASH CARD 4MB	1			
27.		700059645	CP TN744E CALL CLASS DET	2			
28.		700350259	CP TN464HP DSI INTFC	1			
29.		700463524	24PT ANALOG LN C TN793CP - NON GCI	2			
30.		700466014	DSI INTF TN464HP - NON GCI	1			
31.		230216	CI ON-SITE 8X5 CM LG	2			
32.		230066	CI ON-SITE 8X5 CM MED SRV				
33.		229812	CI HW CM TERMINALS RPLCMNT NBD	2			
34.		105766	6220 ANALOG TELSET-GRAY FOR US	5			
35.		108209016	TELSET 2500 MMGN-003 SGL LN RING VOL BLK	4			
36.		108209032	TELSET 2554MMGN-003 SGL LN RING VOL BLK	24			
37.		106745714	TELSET ANLG VCE BIS BLK 81 IOAOIC	5			
38.		108209057	TELSET 2500 YMGP-003 SGL LN RING VOL BLK	4			
39.		107460	DEF DCP TELSET GRY 6408D01A	35			
40.		700290273	S9RM MODEL IOOOVA 120V WISNMP	1			
41.			Desk Telephones	197			

Inventory

All Inventory located at the Owned Real Estate and the Owned Real Estate Clinic.

Schedule 1.1(c)

Intellectual Property Assets of Seller

Telecom

Owner	Location	Item	Account/ID	Qty	Inventory Date	Total Reproduction Value	Total Market Value
1.		Alarm Lines	228-832-1048				
2.		Emergency Lines	228-539-0157				
3.		INADS (Avaya)	228-832-4894				
4.		Main Number Add-ins (hi vol, dir list, etc.)	228-831-1700				
5.		PRI Voice	228-863-2302				
6.		T1 to Courthouse (state contract rate)	228-M22-6268				
7.		ASE Network	M2.KQFN.820324.SC				
8.		Long Distance (VHA pricing)	1001-153-5365				
9.		Toll Free Number (VHA pricing)	800-831-1700				

Schedule 1.6(a)

Required Payoff of Indebtedness

None.

Schedule 2.3(f)

Managed Care Contracts

- Facility Services Agreement between Memorial Hospital at Gulfport dba Behavioral Health and Aetna Health Management, LLC dated June 15, 2017
- Institutional Services Agreement, as amended, between Memorial Hospital at Gulfport (as assignee) and CIGNA Behavioral Health, Inc. dated October 14, 1994
- United Behavioral Health, Inc. Facility Participation Agreement, as amended, between Memorial Hospital at Gulfport d/b/a Memorial Behavioral Health and United Behavioral Health, Inc. (effective date of Amendment is April 15, 2010)
- Professional Practice Agreement (Medicare Advantage Program), as amended, between APS Healthcare Bethesda, Inc. and . and Memorial Hospital at Gulfport dba Memorial Behavioral Health, Provider dated September 7, 2012
- Multi-Specialty Physician Group Service Agreement, as amended, between Memorial Behavioral Health and Cigna Healthspring (formerly Healthspring of Alabama, Inc. Healthspring of Florida, Inc. and Healthspring of Tennessee, Inc.) (amendment executed August 28, 2012)
- Provider Agreement, as amended, between Memorial Behavioral Health and Magellan Behavioral Health, Inc. (Mississippi amendment effective September 20, 2004)
- United Behavioral Health Group Participating Provider Agreement between United Behavioral Health, Inc. and Memorial Behavioral Health (executed by Memorial Behavioral Health on July 12, 2012 and by United Behavioral Health, Inc. on July 19, 2012) ("UnitedHealthcare MississippiCAN")

Schedule 3.4

Consents

1. The Seller must file a change of ownership notification with the Mississippi Department of Health ("CHOW") at least thirty (30) days prior to the closing of the sale. The CHOW must be approved by the Mississippi Department of Health.
2. A CMS 855-A (facility) and a CMS 855-B (physicians) and/or Change of Information must be filed to enroll the provider(s) in the Medicare program, and in turn the Mississippi Medicaid program et al. Purchaser shall be responsible for such filings.
3. Seller will use its commercially reasonable efforts to obtain the consents required pursuant to Section 6.1 of the Agreement.
4. Seller will not be delivering any notifications that are required to be delivered by Company following the Closing as a result of the change of ownership of Company.
5. The following contracts require consent as a result of the Contemplated Transaction:
 - Facility Services Agreement between Memorial Hospital at Gulfport dba Behavioral Health and Aetna Health Management, LLC dated June 15, 2017
 - Institutional Services Agreement, as amended, between Memorial Hospital at Gulfport (as assignee) and CIGNA Bahvioral Health, Inc. dated October 14, 1994
 - United Behavioral Health, Inc. Facility Participation Agreement, as amended, between Memorial Hospital at Gulfport d/b/a Memorial Behavioral Health and United Behavioral Health, Inc. (effective date of Amendment is April 15, 2010)
 - Professional Practice Agreement (Medicare Advantage Program), as amended, between APS Healthcare Bethesda, Inc. and . and Memorial Hospital at Gulfport dba Memorial Behavioral Health, Provider dated September 7, 2012
 - Multi-Specialty Physician Group Service Agreement, as amended, between Memorial Behavioral Health and Cigna Healthspring (formerly Healthspring of Alabama, Inc. Healthspring of Florida, Inc. and Healthspring of Tennessee, Inc.) (amendment exected August 28, 2012)
 - Provider Agreement, as amended, between Memorial Behavioral Health and Magellan Behavioral Health, Inc. (Mississippi amendment effective September 20, 2004)
 - United Behavioral Health Group Participating Provider Agreement between United Behavriol Health, Inc. and Memorial Behavioral Health (executed by Memorial Behavioral Health pm July 12, 2012 and by United Behavriol Health, Inc. on July 19, 2012)
 - The employment agreements that constitute Acquired Contracts as set forth on Schedule 3.19.
6. A sale of real property by Seller requires approval of the City of Gulfport and Harrison County, Mississippi.

7. Purchaser will be required to notify the State of Mississippi Board of Pharmacy within ten (10) days of the effective date of new ownership, as well as file any appropriate amendments and pay any appropriate filing fees.

Schedule 3.5

Noncontravention

As set forth in Schedule 3.4, the Contemplated Transactions require that Seller and/or Purchaser obtain consent under certain contracts (as set forth in Schedule 3.4) and that Seller obtain the consent of the City of Gulfport and Harrison County, Mississippi in order to sell its interest in certain real property.

Schedule 3.7

Subsidiaries

1. Seller is the sole member of a Mississippi nonprofit corporation, Medical Foundation of South Mississippi, Inc.
2. Seller is the sole member of a Mississippi nonprofit corporation, Memorial Properties, Inc.
3. Seller is the sole member of a Mississippi nonprofit corporation, Memorial Hospital at Gulfport Foundation, Inc.
4. Seller is the sole member of a Mississippi nonprofit corporation, Memorial Hospital Ambulatory Health Services, Inc.
5. Seller is the sole member of a Mississippi nonprofit corporation, Select Hospital Corporation.

Schedule 3.8

Financial Statements

See attached.

Memorial Hospital at Gulfport
Monthly Budget Variance Report
For the Month Ended September 30, 2016

Charles Rogers

Director: Mike Ziemann

Current Month - September

Year to Date - September

2016
Actual
Budget

Sep-16
Actual

Sep-16
Budget

Sep-16
Actual

Sep-16
Actual

Variance

Sep-16
Budget

Sep-16
Actual

SUMMARY INFORMATION - FINANCIAL

Summary Profit & Loss Statement **

Inpatient Revenue	2,813,050	2,457,530	457,210	2,233,328	28,704,182	27,147,755	1,556,428	22,628,925	27,147,755
Outpatient Revenue	663,877	620,632	(158,705)	974,928	6,349,407	6,672,156	(322,749)	8,759,238	6,872,168
Total Patient Revenue	3,476,927	3,078,162	300,405	3,198,248	35,053,589	33,819,912	1,233,677	31,388,163	34,019,923
Salaries & Wages	310,038	751,307	(718,661)	870,565	12,320	10,620	1,700	8,043,335	8,990,017
Professional Fees	2,125	2,174	49	1,880	72,420	20,000	7,880	13,620	23,000
Purchased Services	10,017	22,857	4,274	20,874	184,748	170,064	(14,685)	181,318	173,084
Drugs	210	-	(210)	-	322	-	(322)	-	-
Medical Supplies	364	1,160	276	982	12,320	10,620	1,700	8,790	14,220
Other Supplies	87,152	87,152	19,305	55,524	568,244	676,770	95,769	653,405	670,770
Contractual Services	1,200	1,200	(900)	2,100	34,038	27,508	6,530	26,920	27,508
Administrative and Support	1,225	1,225	1,422	1,558	4,900	14,874	9,974	-	14,874
Other Expenses	1,369	2,655	1,422	1,558	28,485	31,382	2,897	34,850	31,382
Utilities	10,812	14,018	3,877	14,748	109,169	109,520	360	139,206	139,520
Total Operating Expenses	438,293	1,388,491	(70,892)	976,810	10,373,271	10,240,949	(132,342)	9,978,588	10,046,984
Gross Margin	2,938,634	2,389,671	238,457	2,221,438	24,680,318	23,578,963	1,101,355	21,409,575	23,972,939

SUMMARY INFORMATION - STAFFING

Staffing Information **

Total FTEs	141.57	141.57	(0.00)	141.57	141.57	141.57	(0.00)	141.11	141.57
Total Full Time	25.481	24.850	11.252	24.485	24.485	24.485	(0.00)	24.485	24.850

Memorial Hospital at Gaffport
Monthly Budget Variance Report
For the Month Ended July 31, 2017

Director Rollup

Director: Mike Zeman

Current Month - July

Year to Date - July

Jul-17 Actual	Jul-17 Budget	Variance	Jul-17 Actual	Jul-17 Budget	Variance	Jul-17 Actual	2017 Annual Budget
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SUMMARY INFORMATION - FINANCIAL

*** Surveys Profit & Loss Statement ***

3,492,645	-	2,309,845	2,702,210	28,508,324	11,051,400	17,457,020	28,163,820	15,001,700
317,818	-	717,818	733,138	5,535,261	4,870,030	1,064,130	7,917,180	4,570,830
3,174,827	-	3,417,663	2,814,716	35,144,385	15,720,534	19,443,754	33,744,178	15,703,531
Total Patient Revenue								
153,205	-	(136,280)	620,430	7,045,515	4,725,837	(2,123,022)	1,792,001	4,725,507
1,080	-	(1,080)	819	17,755	5,858	(2,117)	0,436	0,658
8,229	-	(8,229)	8,742	127,287	82,004	(54,402)	147,210	92,064
100	-	100	50	833	-	(933)	58	-
359	-	(359)	5,087	13,332	7,333	(5,994)	10,517	7,333
48,956	-	(48,956)	25,500	433,074	325,534	(78,560)	463,651	520,534
877	-	(877)	2,500	10,011	10,100	(789)	20,023	10,100
-	-	-	-	5,000	5,000	4,000	4,000	8,000
-	-	-	878	15,070	15,335	(2,670)	25,500	12,325
-	-	-	10,231	92,497	49,946	(42,547)	83,172	49,946
-	-	-	953,078	3,633,064	3,294,246	(5,230,718)	8,043,433	5,234,246
-	-	-	2,032,034	26,603,401	10,448,363	(16,155,038)	25,216,744	10,440,363
Total Operating Expenses								
Gross Margin								

SUMMARY INFORMATION - STAFFING

*** Staffing Calculation ***

147,81	-	(147,81)	144,63	142,45	95,37	(58,48)	143,48	71,80
25,084	-	(25,084)	25,500	247,428	145,245	(102,113)	250,075	140,348
Total Paid FTEs								
Total Paid Hours								

Schedule 3.10

Material Adverse Changes

None.

Schedule 3.11

Title to Assets/Liens

	<u>Name and Address of Debtor Party</u>	<u>Name and Address of Secured Party</u>	<u>Date of Filing</u>	<u>Filing Number</u>	<u>Filing Type</u>	<u>Description of Secured Property</u>
1.	Memorial Hospital at Gulfport 4500 13 th Street Gulfport, MS 39502	AmerisourceBergen Drug Corporation 1300 Morris Drive Chesterbrook, PA 19087	05/15/2012	20120702002A	UCC-1 Financing Statement	All of Debtor's personal property of any kind, all Accounts, Inventory, Chattel Paper, Commercial Tort Claims, Deposit Accounts, Documents, Equipment, General Intangibles, Goods, Instruments, Investment Property, Letter of Credit Rights, insurance of the foregoing and proceeds of that insurance; Debtor's money and other property of every kind now or at any time; Cash proceeds, noncash proceeds, Proceeds of Proceeds. Amends Collateral to delete certain collateral
			03/16/2017	20172231183B	UCC-3 Amendment to Collateral	
			04/13/2017	20172254717B	UCC-3 Continuation	
2.	Memorial Hospital at Gulfport 4500 13 th Street Gulfport, MS 39502	ASD Specialty Healthcare, Inc. 3101 Gaylord Parkway Frisco, TX 75034	06/28/2016	20162008192A	UCC-1 Financing Statement	Security Interest to secure all of Customer's existing and future liabilities to ASD Healthcare, including the repayment of any amount that ASD may advance or spend for the maintenance or preservation of the Collateral; Customer grants to ASD a purchase money security interest in inventory and a lien upon and security interest in all its personal property and any and all additions, substitutions Accessions and Proceeds thereto wherever located and now owned or hereafter acquired; all Accounts, Inventory, Chattel Paper, Commercial Tort Claims, Deposit Accounts, Documents, Equipment, General Intangibles, Goods, Instruments, Investment Property, Letter of Credit Rights, insurance of the foregoing and proceeds of that insurance; Debtor's money and other property of every kind now or at any time; Cash proceeds, noncash proceeds, Proceeds of Proceeds. Customer authorizes ASD to file a UCC Financing Statement describing the Collateral as "all assets. Customer hereby grants to ASD an irrevocable power

						of attorney for the purpose of exercising and perfecting any and all rights and remedies available to ASD pursuant to applicable law; etc.
			02/14/2017	20172209384B	UCC-3 Amendment to Collateral	Amends collateral to 20162008192A to delete certain assets on attached Exhibit A
			03/28/2017	20172240893B	UCC-3 Amendment to Collateral	Amends collateral to 20162008192A to delete certain assets on Exhibit A

Seller intends to obtain a partial release of the liens described in items (1) and (2) from the respective secured party in order that the Purchased Assets may be conveyed to Purchaser free and clear of Encumbrances.

Schedule 3.12

Excluded Assets

The following assets are used in the Business but are not Purchased Assets.

1. Seller owns a Mobile Radiographic Unit, AMX 700, GE Medical Systems
2. The following vehicles are owned by Seller:

VEHICLE MAKE / YEAR	VEHICLE TYPE	VEHICLE ID NO.
NO 00001 95 CHEVROLET	PASSENGER VAN	ID NO 1GNDU06D3ST165338
NO 00002 95 CHEVROLET	PICKUP	ID NO 1GCEC14H6SZ162281
NO 00003 99 DODGE	CARGO VAN	ID NO 2B7JB21YBXK531633
NO 00004 00 BIGTX	16 FT	ID NO 4K8PX1623Y1E63438
NO 00005 01 FORD	PICKUP	ID NO 1FTNW20L21EB39416
NO 00006 02 FORD	PICKUP	ID NO 1FTNW21L52EBB3135
NO 00007 99 CHEVROLET	PASSENGER VAN	ID NO 1GNKG25R9X10B3257
NO 00008 99 CHEVROLET	SPORT UTILITY	ID NO 1GNCS18W4XK15596B
NO 00009 07 FORD	SEDAN	ID NO 1FAFP53U07A138794
NO 00010 07 FORD	SEDAN	ID NO 1FAFP53U27A13B795
NO 00011 98 TEXS	UTILITY	ID NO 17XFP2022W1982442
NO 00012 09 FORD	PICKUP	ID NO 1FTNF20539BA77540
NO 00013 10 DODGE	PASSENGER VAN	ID NO 2D4RN4DB2AR239484
NO 00014 11 DODGE	PASSENGER VAN	ID NO 2D4RN4DG3BR618934
NO 00015 11 DODGE	PASSENGER VAN	ID NO 2D4RN4DG7BR618936
NO 00016 11 DODGE	PASSENGER VAN	ID NO 2D4RN4DG5BR61B935
NO 00017 11 NISSAN	SPORT UTILITY VEHICLE	ID NO 5N1AR1NN6BC614892
NO 00018 11 TRAO	MULTI-PURPOSE	ID NO 1TTLH6124B1016132
NO 00019 07 FORD	SEDAN	ID NO 1FAHP25137GU8045
NO 00020 15 CHEVROLET	CARGO VAN	ID NO N63M0YN4FX694160
NO 00021 15 JEEP	SPORT UTILITY VEHICLE	ID NO 1C4RJEAG6FC84914B
NO 00022 02 DODGE	PASSENGER VAN	ID NO 1B4GP24322B623571

3. The following Canon copiers, all of which are leased and not owned by Seller:

RKM07034	IRADV4245
RKJ14946	IRADV4235
RKJ15050	IRADV4235
RKF05974	IRADV4225
NMU23334	IRADV6255

RKF05968	IRADV4225
RKJ15051	IRADV4235
RKM07034	IRADV4245

4. Omnicell -Serial Numbers 18401 and 18402, which are leased and not owned by Seller.

Schedule 3.14

Equipment

- See Schedule 1.1(a).
- See Schedule 3.12, with the exception of any equipment designated thereon as leased equipment.

Schedule 3.15(a)**Insurance**

	Name And Contact Information Agent	Names of the Insurer, Policyholder and Each Covered Insured	Policy Number and Period of Coverage	Scope, Claims Made, Occurrence or Other Basis) Per-Claim and Aggregate Liability Limits	Applicable Deductibles and Co-Pays	Retroactive Premium Adjustments of Other Loss-Sharing Arrangement s
1.	Brown & Brown of Mississippi, LLC P.O. Box Aa Gulfport, MS 39502	Insurer: Great American Insurance Company Policyholder: Memorial Hospital at Gulfport Each Covered Insured: All Directors, Officers, Employees, Leased or Temporary Employees, Volunteers, Students, Interns of the Insured and persons specifically retained to negotiate or deliver a ransom	Type of Policy: Kidnap, Ransom & Extortion Policy Policy Number: KR 4648175 0400 Period of Coverage: 10/01/2017 - 10/01/2018	Ransom - \$1million Per Insured Event Transit - \$1million Per Insured Event Security Consultant Fees and Expenses - UNLIMITED Additional Expenses - \$1million Per Insured Event Legal Liability - \$1million Per Insured Event Personal Accident - \$1million Per Insured Person \$250,000 Each Insured Event Aggregate Benefits per Insured Person / Percentage of Capital Sum Insured: Death - 100% Loss of Limb/Sight - 100% Permanent Total Disablement - 100% Loss of Extremity - 50% Alternate Loss of Earnings Endorsement Limits of Liability: \$1Million per Insured Event Indemnity Period: 120 Days	None	None

	Name And Contact Information Agent	Names of the Insurer, Policyholder and Each Covered Insured	Policy Number and Period of Coverage	Scope, Claims Made, Occurrence or Other Basis) Per-Claim and Aggregate Liability Limits	Applicable Deductibles and Co-Pays	Retroactive Premium Adjustments of Other Loss-Sharing Arrangement s
				Waiting Period: 6 Hours Child Abduction Endorsement (Enhanced) Limits of Liability: \$1Million per Insured Event Legal liability expenses - \$1Million per Insured Event Disappearance Investigation and Expense Endorsement Limits of Liability: \$50,000 per Insured Event Indemnity Period: 60 Days Waiting Period: 48 Hours Express Kidnap Endorsement Limits of Liability: \$250,000 per Insured Event Personal Accident Losses - \$1Million per Insured Person; \$250,000 each Insured Event Aggregate Threat Response Expense Endorsement Limits of Liability: \$50,000 per Insured Event Indemnity Period - 60 Days		
2.	Brown & Brown of Mississippi, LLC P.O. Box Aa Gulfport, MS 39502	Insurer: Beazley Group Policyholder: Memorial Hospital at Gulfport	Type of Policy: Cyber Liability Insurance Policy Number: W14E1D160401 Period of Coverage: 02/06/2017 - 02/06/2018	Policy Aggregate Limit of Liability 1. For all damages, claims expenses, penalties and PCI fines, expenses and costs: \$7Million; but sublimited to: 2. Aggregate sublimit of liability to Insuring	None	

	Name And Contact Information Agent	Names of the Insurer, Policyholder and Each Covered Insured	Policy Number and Period of Coverage	Scope, Claims Made, Occurrence or Other Basis) Per-Claim and Aggregate Liability Limits	Applicable Deductibles and Co-Pays	Retroactive Premium Adjustments of Other Loss-Sharing Arrangement s
			Retroactive Date: 02/06/2014	Agreement C. (Regulatory Defense and Penalties) - \$3Million Limits of Coverage for Privacy Breach Response Services: 1. Notified Individuals limit of coverage: \$2Million in the aggregate; a sublimit of up to 10% of the Notified Individuals applies to Notified Individuals residing outside of the US, which amount is part of and not in addition to the Notified Individuals Limit of Coverage 2. Aggregate Limit of Coverage for all Computer Expert Services, Legal Services and Public Relations and Crisis Management Expenses combined: \$1Million Retentions: Each Claim Retention: \$100,000 Privacy Breach Response Services Threshold and Retention: 1. Notification Services, Call Center Services, and Breach Resolution and Mitigation Services for each incident involving at least 100 Notified Individuals 2. Retention applicable to Computer Expert Services, Legal Services and Public Relations and		

	Name And Contact Information Agent	Names of the Insurer, Policyholder and Each Covered Insured	Policy Number and Period of Coverage	Scope, Claims Made, Occurrence or Other Basis) Per-Claim and Aggregate Liability Limits	Applicable Deductibles and Co-Pays	Retroactive Premium Adjustments of Other Loss-Sharing Arrangement s
				Crisis Management Expenses: \$10,000 combined, but \$5,000 for Legal Services (which retention is part of and not in addition to the combined retention)		
3.	Brown & Brown of Mississippi, LLC 1300 25th St, Suite 120 Gulfport, MS 39501	Insurer: Hartford Fire Insurance Company Policyholder: Memorial Hospital at Gulfport	Type of Policy: Commercial Auto Policy Number: 43 UEN AP3261 Period of Coverage: 10/01/2017 - 10/01/2018	Covered Autos Liability - \$1Million Limit for any one accident or loss Physical Damage Coverage for Hired or Borrowed Auto Coverage: Comprehensive - \$50,000 or Actual Cash Value or Cost of Repair whichever is smallest minus deductible for each covered auto Collision - \$50,000 or Actual Cash Value or Cost of Repair whichever is smallest minus deductible for each covered auto See attached Schedule 3.14(a).1 for Schedule of Owned Covered Autos Uninsured Motorists - \$1Million Limit each accident	\$1,000 for each covered auto \$1,000 for each covered auto	None
4.	Brown & Brown of Mississippi, LLC 1300 25th St, Suite 120 Gulfport, MS 39501	Insurer: Great American Insurance Group Policyholder: Memorial Hospital at Gulfport	Type of Policy: Crime Protection Policy Policy Number:SAA059436 803 Period of Coverage: 10/01/2017 - 10/01/2018	Employee Dishonesty - \$1Million Limit per Occurrence Forgery or Alteration - \$1Million Limit per Occurrence Inside the Premises - \$1,Million Limit per Occurrence	\$10,000 per Occurrence \$10,000 per Occurrence \$10,000 per Occurrence \$10,000 per Occurrence	None

	Name And Contact Information Agent	Names of the Insurer, Policyholder and Each Covered Insured	Policy Number and Period of Coverage	Scope, Claims Made, Occurrence or Other Basis) Per-Claim and Aggregate Liability Limits	Applicable Deductibles and Co-Pays	Retroactive Premium Adjustments of Other Loss-Sharing Arrangements
				Outside the Premises - \$1Million Limit per Occurrence Computer Fraud - \$1Million Limit per Occurrence Money Orders and Counterfeit Paper Currency - \$Million Limit per Occurrence Credit, Debit or Charge Card Forgery - \$1Million Limit per Occurrence Expense Coverage - The Company shall reimburse the Insured for 50% of the investigative expenses of the Insured on any paid claim up to the limit of \$5,000.	\$10,000 per Occurrence \$10,000 per Occurrence \$10,000 per Occurrence	
5.	AMWINS BROKERAGE OF GEORGIA LLC 3630 PEACHTREE ROAD NE SUITE 1700 ATLANTA, GA 30326	Insurer: Westchester Surplus Lines Insurance Company Policyholder: Memorial Hospital at Gulfport	Type of Policy: Buildings, Personal Property, and Business Income Including Extra Expense Policy Number: D38042269 001 Period of Coverage: 02/15/2017 - 02/15/2018	The most they will pay for al loss or damage resulting from all Covered Causes of Loss in any one Loss Occurrence is : \$7Million being a 20% percentage share of \$35Million	None	None
6.	Travelers	Insurer: Travelers Policyholder: Memorial Hospital at	Type of Policy: Wrap+ for Health Care Organizations Includes Directors, Officers and Trustees Liability and	Limit of Liability is \$10Million for all Claims Antitrust Claim Limit of Liability: \$10Million	Antitrust Claim Coinsurance	Prior and Pending Proceeding Date: 02/07/2004 Continuity

	Name And Contact Information Agent	Names of the Insurer, Policyholder and Each Covered Insured	Policy Number and Period of Coverage	Scope, Claims Made, Occurrence or Other Basis) Per-Claim and Aggregate Liability Limits	Applicable Deductibles and Co-Pays	Retroactive Premium Adjustments of Other Loss-Sharing Arrangement s
		Gulfport	Employment Practices Liability Policy Number: 106477948 Period of Coverage: 03/09/2017 - 03/09/2018	EMTALA Coverage Limit of Liability: \$250,000 Excess Benefit Transaction Tax Coverage Limit of Liability: \$50,000 HIPAA Violation Coverage Limit of Liability: \$50,000 Internal Revenue Code Violation Limit of Liability: \$100,000 Retention: \$100,000 for each Claim Under Insuring Agreements B and C; \$150,000 for each Antitrust Claim Employment Practices Liability: Limit of Liability is \$10Million for all Claims Directors, Officers and	Percentage: 30% for each Antitrust Claim	Date: 02/07/2004 Prior and Pending Proceeding Date: Claims for Wrongful Employment Practice and Claims for Third Party Wrongful Acts: 02/07/2004 Continuity Date: Claims for Wrongful Employment Practice and Claims for Third Party Wrongful Acts: 02/07/2004 Prior and Pending Proceeding Date:

	Name And Contact Information Agent	Names of the Insurer, Policyholder and Each Covered Insured	Policy Number and Period of Coverage	Scope, Claims Made, Occurrence or Other Basis) Per-Claim and Aggregate Liability Limits	Applicable Deductibles and Co-Pays	Retroactive Premium Adjustments of Other Loss-Sharing Arrangement s
				Trustees Liability: Regulatory Action Wrongful Act Claim Limit of Liability: \$1Million Regulatory Action Wrongful Act Claim Retention: \$1Million for each Regulatory Action Wrongful Act Claim	Regulatory Action Wrongful Act Claim Coinsurance Percentage: 50% for each Regulatory Action Wrongful Act Claim	Regulatory Action Wrongful Act Claims: 03/09/2017
7.	Stewart Sneed Hewes Bancorpsouth Ins. Services Inc. 2909 13th St, Fl 4 Gulfport, MS 39501	Insurer: Republic Fire and Casualty Insurance Company Policyholder: Memorial Hospital at Gulfport	Type of Policy: Commercial General Liability; Terrorism - Certified Acts (General Liability) Policy Number: GL 5561774 Period of Coverage: 03/01/2017 - 03/01/2018	Limits of Insurance: Each Occurrence - \$1Million Damage to Premises Rented to you - \$300,000 any one premises Medical Expense Limit - \$10,000 any one person Personal & Advertising - \$1Million any one person or organization General Aggregate - \$2Million Products/Completed Operations Aggregate -	None	None

	Name And Contact Information Agent	Names of the Insurer, Policyholder and Each Covered Insured	Policy Number and Period of Coverage	Scope, Claims Made, Occurrence or Other Basis) Per-Claim and Aggregate Liability Limits	Applicable Deductibles and Co-Pays	Retroactive Premium Adjustments of Other Loss-Sharing Arrangements
				\$2Million		
8.	AmWINS Brokerage of Georgia, LLC 3630 Peachtree Road, NE, Suite 1700 Atlanta, GA 30326	Insurer: Underwriters at Lloyd's London, General Security Indemnity Co. of AZ, United Specialty Ins. Co. Policyholder: Memorial Hospital at Gulfport	Type of Policy: Real & Personal Property Business Income and Other Property (per schedule on file with AmRisc); Account Number: 438455 Policy Numbers: AMR-42198-02 10T029659-03985-17-02 USI-14356-02 Period of Coverage: 02/15/2017 - 02/15/2018	Limit of Insurance: \$7Million being a 20% percentage share of \$35Million Primary Per Occurrence ; subject to schedule on file with AmRisc and sublimits stated elsewhere in the policy; and based on Total Insurable Values of : \$488,314,555. Optional Coverages: Replacement Cost for all buildings and personal property including "Stock" All mortgage holders, lien holders, additional insureds, loss payees and certificate holders are per schedule on file with AmRisc. (Applies to Business Income only.)	Coinsurance Rates - 100%	None
9.	AmWINS Brokerage of Georgia, LLC 3630 Peachtree Road, NE, Suite 1700 Atlanta, GA 30326	Insurer: Zurich Policyholder: Memorial Hospital at Gulfport	Type of Policy: Property Insurance Policy Number: ZMD5851920-04 Period of Coverage: 02/15/2017 - 02/15/2018	The Policy Limit is \$250Million for the total of all coverages combined regardless of the number of locations (See policy for description of specific limits of liability and Coverage Part, too numerous to include here.		
10.	Memorial Hospital at Gulfport Self-Funded Liability Insurance Plan The program is supported by claims administration and risk management, which is provided	Memorial Hospital at Gulfport Memorial Behavioral Health Memorial Hospital at	Effective Date of Self-Insured Status: 06/01/2003	Coverage as provided in Chapter 46, Title 11, Mississippi Code of 1972 and specifically Section 11-46-1 et seq. hereinafter known as the "Tort Claims Act". All provisions of the Tort Claims Act are made part of the plan.	N/A	

	Name And Contact Information Agent	Names of the Insurer, Policyholder and Each Covered Insured	Policy Number and Period of Coverage	Scope, Claims Made, Occurrence or Other Basis) Per-Claim and Aggregate Liability Limits	Applicable Deductibles and Co-Pays	Retroactive Premium Adjustments of Other Loss-Sharing Arrangement s
	by Cannon Cochran Management Services, Inc. In addition, the program is supported with risk management efforts and supplied by Stewart Sneed Hewes, a division of Bancorp South.	Gulfport Physicians Clinics		The program of self-insurance is consistent with and approved by the Mississippi State Claims Board and takes advantage of the Tort Claims Act, which provides for maximum liability of \$500,000 per claim.		
11.	Arch Insurance Group, Inc. One Sansome Street, 14th Floor San Francisco, CA 94104	Insurer: Arch Insurance Company Insured: Memorial Hospital at Gulfport	Type of Policy: Excess Insurance for Self-Insurer of Workers Compensation and Employers Liability Policy Number: WCX0060498 00 Period of Coverage: 10/01/2017 - 10/01/2018	Retention: Part One - Excess Workers Compensation Insurance and Part Two - Excess Employers Liability Insurance Combined: Your Retained Limit - Each Accident: \$650,000 Your Retained Limit - Disease, Each Employee: \$650,000 Limits of Indemnity: A. Part One - Excess Workers Compensation Insurance: Our Limit of Liability - Each Accident: Statutory Our Limit of Liability - Disease, Each Employee: Statutory B. Part Two - Excess Employers Liability Insurance: Our Limit of Liability - Each Accident: \$1Million Our Limit of Liability - Disease, Each Employee - \$1Million	N/A	N/A

	Name And Contact Information Agent	Names of the Insurer, Policyholder and Each Covered Insured	Policy Number and Period of Coverage	Scope, Claims Made, Occurrence or Other Basis) Per-Claim and Aggregate Liability Limits	Applicable Deductibles and Co-Pays	Retroactive Premium Adjustments of Other Loss-Sharing Arrangement s
				Our Limit of Liability - Aggregate: \$1Million		
12.	AmWINS Brokerage of Georgia, LLC 3630 Peachtree Road, NE, Suite 1700 Atlanta, GA 30326	Insurer: Axis Surplus Insurance Company 111 South Wacker Drive, Suite 3500 Chicago, IL 60606 Policyholder: Memorial Hospital at Gulfport	Type of Policy: Commercial Property Coverage Policy Number: EAF764073-17 Period of Coverage: 02/15/2017 - 02/15/2018 Lead Policy: Insurer: AmRisc Policy Number: Account No. 438455/ Certificate No. AMR- 42198-02 Policy Term: 02/15/2017 - 02/15/2018	The Company shall not be liable for more than 20% being \$7,000,000 pro rata part of the \$35,000,000 excess of applicable deductible(s), subject to the following sub-limits which are part of and not in addition to this limit: <u>20% being \$7,000,000 part of \$35,000,000 any one occurrence and in the aggregate for all losses caused by or resulting from Earthquake.</u> <u>20% being \$7,000,000 part of \$35,000,000 any one occurrence and in the aggregate for all losses caused by or resulting from Flood.</u> <u>20% being \$7,000,000 part of \$35,000,000 any one occurrence and in the aggregate for all losses caused by or resulting from Named Storm.</u>	N/A	N/A
13.	AmRisc, LLC	Insurer: Lexington Insurance Company Administrativ e Offices: 99 High Street, Boston, MA 02110 Policyholder: Memorial	Type of Policy: Commercial Property Coverage Policy Number: 011144370 Period of Coverage: 02/15/2017 - 02/15/2018	Limit of Insurance: 20% being \$7,000,000 part of \$35,000,000 per occurrence and in the primary Description of Property Covered: real and personal property;	N/A	N/A

	Name And Contact Information Agent	Names of the Insurer, Policyholder and Each Covered Insured	Policy Number and Period of Coverage	Scope, Claims Made, Occurrence or Other Basis) Per-Claim and Aggregate Liability Limits	Applicable Deductibles and Co-Pays	Retroactive Premium Adjustments of Other Loss-Sharing Arrangement s
		Hospital at Gulfport		machinery and equipment; furniture & fixtures; improvements and betterment's; inventory; stock; edp hardware, media and data; business income - gross earning / extra expense and as further described in the policy form		
14.	AmWINS Peninsula Insurance Bureau 2842 Lent Road Apopka, FL 32712	Memorial Hospital at Gulfport	Type of Coverage: Deductible Buy-Back Insurance - Stevens 09 Policy Number: MCD-170059 Period of Coverage: 02/15/2017 - 02/15/2018	LIMIT: USD 225,000 per Occurrence and in the annual aggregate INSURED'S RETENTION: USD 25,000 per Occurrence		
15.	Velocity Risk Underwriters 3835 Cleghorn Avenue, Suite 200B Nashville, TN 37215 Producer: Elizabeth Dalla-Valle AmWINS Brokerage of Georgia, LLC 3630 Peachtree Rd. NE, Suite 1700 Atlanta, GA, 30326 Lead Insurance Company: AmRisc	Insurers: United Specialty Insurance Company 1900 L. Don Dodson Drive Bedford, TX 76021 Interstate Fire & Casualty Company 33 W. Monroe Street Chicago, IL 60603 Certain Underwriters at Lloyd's do Asta managing Agency LTD Camomile	Type of Coverage: General Property Period of Coverage: 02/15/2017 - 02/17/2018 Policy Numbers: Velocity: 2017-9000237-01 United Specialty: VTZ-CN-0000237-01 Interstate Fire & Specialty: VRX-CN-0000237-01 Lloyds: VLL-CN-0000237-01 AmRisc: 438455	Total LIMIT of Insurance applicable to this POLICY in a primary insurance LAYER is: \$7,000,000 per occurrence part of \$35,000,000 per occurrence, except: \$7,000,000 per occurrence and in the annual aggregate part of \$35,000,000 per occurrence and in the annual aggregate as respects the peril of Flood, except: \$7,000,000 per occurrence and in the annual aggregate part of \$35,000,000 per occurrence in the annual aggregate as respects the peril of Earth Movement		

	Name And Contact Information Agent	Names of the Insurer, Policyholder and Each Covered Insured	Policy Number and Period of Coverage	Scope, Claims Made, Occurrence or Other Basis) Per-Claim and Aggregate Liability Limits	Applicable Deductibles and Co-Pays	Retroactive Premium Adjustments of Other Loss-Sharing Arrangement s
		Court, 23 Camomile St London EC 3A 711 Policyholder: Memorial Hospital at Gulfport				
16.	Brown & Brown of Mississippi, LLC P.O. Box Aa Gulfport, MS 39502	Insurer: Great American Insurance Company Policyholder: Memorial Hospital at Gulfport Each Covered Insured: All Directors, Officers, Employees, Leased or Temporary Employees, Volunteers, Students, Interns of the Insured and persons specifically retained to negotiate or deliver a ransom	Type of Policy: Crime Protection Policy Number: SAA 0594368 04 00 Period of Coverage: 10/01/2017 - 10/01/2018	Insuring Agreement: Employee Dishonesty Limits of Insurance Per Occurrence: \$1Million Insuring Agreement: Forgery or Alteration Limits of Insurance Per Occurrence: \$1Million Insuring Agreement: Inside the Premises Limits of Insurance Per Occurrence: \$1Million Insuring Agreement: Outside the Premises Limits of Insurance Per Occurrence: \$1Million Insuring Agreement: Computer Fraud Limits of Insurance Per Occurrence: \$1Million Insuring Agreement: Money Orders and Counterfeit Paper Currency Limits of Insurance Per Occurrence: \$1Million Insuring Agreement: Clients' Property Limits of Insurance Per Occurrence: \$1Million Insuring Agreement:	Deductible Amount Per Occurrence: \$10,000 Deductible Amount Per Occurrence: \$10,000 Deductible Amount Per Occurrence: \$10,000 Deductible Amount Per Occurrence: \$10,000 Deductible Amount Per Occurrence: \$10,000 Deductible Amount Per Occurrence: \$10,000 Deductible Amount Per Occurrence: \$10,000 Deductible	

	Name And Contact Information Agent	Names of the Insurer, Policyholder and Each Covered Insured	Policy Number and Period of Coverage	Scope, Claims Made, Occurrence or Other Basis) Per-Claim and Aggregate Liability Limits	Applicable Deductibles and Co-Pays	Retroactive Premium Adjustments of Other Loss-Sharing Arrangement s
				Funds Transfer Fund Limits of Insurance Per Occurrence: \$1Million	Amount Per Occurrence: \$10,000	
17.	Brown & Brown of Mississippi, LLC P.O. Box Aa Gulfport, MS 39502	Insurer: Sentinel Ins Co Ltd Policyholder: Memorial Hospital at Gulfport	Type of Coverage: Automobile Liability and Auto Physical Damage Policy Numbers: 43UENAP3261 Policy Period: 10/01/2017 - 10/01/2018	Auto Liability Limit: Combined single limit each accident, \$1Million Physical Damage: Schedule was attached for each covered vehicle Hired Car Physical Damage: \$50,000 Note \$250,000 CSL for any non-Scheduled vehicle used for company purposes	\$1,000	

Schedule 3.16(a)
Permits and Licenses

List of all Permits and Licenses required to conduct the Seller's Business as currently conducted.

	Licensee	License/ Permit/ Accreditation	Issuing Agency	License Number	Effective Date	Expiration Date
1.	Memorial Hospital at Gulfport	Hospital License **The licensed beds of the Business are licensed under Seller's Mississippi Dept of Health main hospital license [no separate license].	Mississippi Department of Health	Code Number 11-028	4/1/2017	12/31/17
2.	Memorial Behavioral Health	Controlled Substance/ Regulated Chemical Registration Certificate	U.S. DOJ DEA	FM3406572	1/8/15	1/31/18
3.	Memorial Hospital at Gulfport	Food Service Permit	Mississippi Department of Health	PIMS ID 2271570	7/28/17	7/28/18
4.	Memorial Hospital at Gulfport	Alarm Users Permit				
5.	Memorial Hospital at Gulfport	Grease Trap Permit				
6.	Memorial Hospital at Gulfport	Medical Waste Certification letter				
7.	Memorial Hospital at Gulfport	Certificate of Occupancy				
8.	Memorial Hospital at Gulfport	Occupancy Inspection Report				

	Licensee	License/ Permit/ Accreditation	Issuing Agency	License Number	Effective Date	Expiration Date
9.	Memorial Hospital at Gulfport	Hospital Accreditation	The Joint Commission	ID #8054	03/26/2016	03/25/2019
10.	Memorial Hospital at Gulfport	National Provider Identifier (NPI)		1295749216 1932122017	06/30/2014 03/05/2009	N/A
11.	Memorial Hospital at Gulfport	Business License				
12.	Memorial Hospital at Gulfport Other Name: Memorial Behavioral Health	Mississippi Medicaid		Hospital's Medicaid ID 000200027	08/01/1970	N/A
13.	Memorial Hospital at Gulfport Other Name: Memorial Behavioral Health	Medicare		Part A 250019 Part B 512g700417	07/01/1966 01/01/1998	N/A
14.	Memorial Hospital at Gulfport Path Lab	CLIA Certificate of Accreditation	Centers for Medicare & Medicaid Services	25D0319447	02/28/2017	02/27/2019
15.	Memorial Outpatient Pharmacy	Retail Community Pharmacy License	Mississippi Board of Pharmacy	14971/1.1	09/13/2016	12/31/2017
16.	Memorial Outpatient Pharmacy	Pharmacy License	Mississippi Board of Pharmacy	CS-14971/1.1	09/13/2016	12/31/2017
17.	Memorial Hospital at Gulfport	Pharmacy License	Mississippi Board of Pharmacy	CS-01550/3.1	12/07/2016	12/31/2017
18.	Memorial Hospital at Gulfport	Institutional Pharmacy - Hospital	Mississippi Board of Pharmacy	01550/3.1	11/17/2015	12/31/2017

	Licensee	License/ Permit/ Accreditation	Issuing Agency	License Number	Effective Date	Expiration Date
19.	Memorial Behavioral Health	Pharmacy License	Mississippi Board of Pharmacy	CS-03572/4.6	12/15/2016	12/31/2017
20.	Memorial Behavioral Health	Institutional Pharmacy License	Mississippi Board of Pharmacy	03572/4.6	11/25/2016	12/31/2017
21.	Memorial Behavioral Health	Controlled Substance Registration Certificate	United States Department of Justice Drug Enforcement Administration	FM3406572	01/08/2015	01/31/2018
22.	Memorial Hospital at Gulfport Pathology Laboratory/ Blood Bank Charles E. Slonaker, III, MD	Accreditation	College of American Pathologists	CAP Number: 1610101 AU-ID: 1181844 CLIA Number:25 D0319447	Not provided	08/22/2018

Schedule 3.16(b)

Licensed Bed Capacity and Actual Bed Count

The licensed bed capacity of the Inpatient Facility and the actual bed count operated at the Inpatient Facility is as set forth below.

- Licensed Bed Count – 109 Psychiatric Beds
- Actual Bed Count – 44 Beds in Operation

Schedule 3.16(c)

Permits – Health Care Professionals

	Licensee	License/ Permit/ Accreditation	Issuing Agency	License Number	Effective Date	Expiration Date
1.	Brad Zale Berger, M.D.	Mississippi Medical License	Mississippi State Board of Medical Licensure	21744	09/27/2011	06/30/2018
2.	Barbara Bridges Murray, M.D.	Mississippi Medical License	Mississippi State Board of Medical Licensure	13134	06/08/1992	06/30/2018
3.	Tongii Lashelle Shavers, M.D.	Mississippi Medical License	Mississippi State Board of Medical Licensure	17296	07/03/2011	06/30/2018
4.	Stephen Charles James, M.D.	Mississippi Medical License	Mississippi State Board of Medical Licensure	21718	09/07/2011	06/30/2018
5.	Dana Bianca Harbison, M.D.	Mississippi Medical License	Mississippi State Board of Medical Licensure	39501	11/10/2003	06/30/2018
6.	Memorial Behavioral Health	Controlled Substance Registration	Mississippi Board of Pharmacy	CS-03572	12/15/16	12/31/17
7.	Memorial Behavioral Health	Pharmacy Permit	Mississippi Board of Pharmacy	03572	11/25/15	12/31/17
8.	Pamela Giveans, NP	Mississippi Nurse Practitioner License	Mississippi Board of Nursing	R875477	04/22/2008	12/31/2018
9.	Julie K. Martin, NP	Mississippi Nurse Practitioner License	Mississippi Board of Nursing	R851501	02/11/2016	12/31/2018
10.	Kimberly L. Morgan, NP	Mississippi Nurse Practitioner License	Mississippi Board of Nursing	Behavioral Health & Social Service Providers / Marriage & Family Therapist - T0140 Counselor / Professional	01/06/1994	12/31/2018

	Licensee	License/ Permit/ Accreditation	Issuing Agency	License Number	Effective Date	Expiration Date
				-11833 Nursing Service Providers / Registered Nurse - R809823 Registered Nurse / Psychiatric/ Mental Health - R809823		
11.	Desiree-Marie Norman, NP	Mississippi Nurse Practitioner License	Mississippi Board of Nursing	R872705	07/06/2005	12/31/2018

NPI, MCARE, and MCARE Group Numbers

MEMORIAL BEHAVIORAL HEALTH PHYSICIANS 1340 Broad Avenue, Suite 410,
Gulfport, MS 39501 Ph: 867-5202 Fax: 867-5007 Debora Stanovich/Prenda James Grp
NPI 1295749216

NAME	NPI	MCARE	MCARE GRP
BLACK, HEATHER LCSW	1538491634	295839YPX8	512g700417
CAVATAIO, ROXANNE LCSW	1285733329	800000213	512g700417
CHURCH, SHANNON LCSW	1164767778	274066YPX8	512g700417
JAMES, STEPHEN MD	1699886176	302i260151	512g700417
KNEELAND, JOHN LCSW	1396883310	302i806928	512g700417
NORMAN, DESIREE PMHNP	1861898355	383086YPX8	512g700417
RIVERS, SHEILA LCSW	1003267444	545280YPX8	512g700417
VARNADO, JAMIE LCSW	1669872974	372835YPX8	512g700417
WALDROUP, JOAN LCSW	1457365447	800000318	512g700417

MEMORIAL BEHAVIORAL HEALTH NORTH ENTRANCE 11150 Highway 49 Suite B,
Gulfport, MS 39503-4110 Ph. 575-1000 Fax: 575-2002 Debora Stanovich/Prenda James
Grp NPI 1932122017

NAME	NPI	MCARE	MCARE GRP
BERGER, BRAD MD	1609883347	302i263822	512g700417
DEVLIN, JOSEPH LCSW	1528276136	445019YPX8	512g700417

FIELDS, ANGELA LCSW	1154338291	302i804359	512g700417
GIVEANS, PAMELA NP	1396907655	512i500580	512g700417
HARBISON, DANA MD	1659477891	260000636	512g700417
HILLIARD, SHIRLEY LCSW	1679668644	372192YPX8	512g700417
MARTIN, JULIE NP			512g700417
MORGAN, KIMBERLY NP	1295056349	404227YPX8	512g700417
MURRAY, BARBARA MD	1891894499	202i269372	512g700417
SHAVERS, TONGH MD	1962594481	260000548	512g700417
SMIRTHWAITE, SARAH LCSW	1427420108	455161YPX8	512g700417

Schedule 3.19**Contracts****Acquired Contracts**

	Name of Agreement	Parties	Effective Date
1.	Facility Services Agreement	Memorial Hospital at Gulfport dba Behavioral Health Aetna Health Management, LLC	June 15, 2017
2.	Institutional Services Agreement, as amended	Community Psychiatric Centers d/b/a Sand Hill Hospital, as assigned to Memorial Hospital at Gulfport effective May 1, 1999 MCC Behavioral Care, Inc., as amended to CIGNA Behavioral Health, Inc., November 2, 1999	October 14, 1994, as amended January 13, 1997, July 24, 1998, September 3, 1998, October 13, 1999, December 21, 1999, July 1, 2000, January 1, 2001, December 16, 2002, April 11, 2003, May 14, 2009
3.	United Behavioral Health, Inc. Facility Participation Agreement, as amended	Memorial Hospital at Gulfport d/b/a Memorial Behavioral Health United Behavioral Health, Inc.	Effective date of Amendment is April 15, 2010
4.	Professional Practice Agreement (Medicare Advantage Program), as amended	APS Healthcare Bethesda, Inc. and/or an affiliate, subsidiary, and/or predecessor company (including but not limited to Innovative Resource Group,	Entered into September 7, 2012

	Name of Agreement	Parties	Effective Date
		LLC, Metropolitan IPA, Inc. and Psych Systems IPA, Inc. and Memorial Hospital at Gulfport dba Memorial Behavioral Health, Provider	
5.	Multi-Specialty Physician Group Service Agreement, as amended	Memorial Behavioral Health Cigna Healthspring (formerly Healthspring of Alabama, Inc. Healthspring of Florida, Inc. and Healthspring of Tennessee, Inc.)	August 28, 2012 (Last date of execution for amendment)
6.	Provider Agreement, as amended	Memorial Behavioral Health Magellan Behavioral Health, Inc.	Mississippi amendment effective September 20, 2004
7.	United Behavioral Health Group Participating Provider Agreement	United Behavioral Health, Inc. Memorial Behavioral Health	Executed by Memorial Behavioral Health pm July 12, 2012 and by United Behavioral Health, Inc. on July 19, 2012
8.	Employment Agreement	Memorial Hospital at Gulfport and Brad Berger, M.D.	
9.	Employment Agreement	Memorial Hospital at Gulfport and Barbara Murray, M.D.	

	Name of Agreement	Parties	Effective Date
10	Employment Agreement	Memorial Hospital at Gulfport and Tongii Shavers, M.D.	
11	Employment Agreement	Memorial Hospital at Gulfport and Stephen James, M.D.	
12	Employment Agreement	Memorial Hospital at Gulfport and Dana Harbison, M.D.	

Contracts (Other than Acquired Contracts)

	Name of Agreement	Parties	Effective Date
1.	Intergy by Sage MSO System Purchase and License Agreement	Medical Foundation of Mississippi and Sage Software Healthcare, Inc.	June 30, 2007
2.	Oral Contract for Utilities for Real Estate used in Business	Memorial Hospital at Gulfport and Mississippi Power	N/A
3.	Tricare Facility/Program Agreement, as amended February 16, 2009, June 1, 2013, and January 15, 2015 **Note ValueOptions, Inc. lost the TriCare contract to Humana effective January 1, 2018	Memorial Hospital at Gulfport dba Memorial Behavioral Health ValueOptions, Inc.	September 29, 2007
4.	Facility Participation Agreement *Due to organizational changes within Humana and LifeSync, a new/revised agreement has not yet been delivered.	Memorial Behavioral Health Humana LifeSync	

Schedule 3.20

Employees

[Please confirm.]

Date RIF Effective			8/31/2017		Date Prepared		9/30/2017					
	Name	Dept Name	Job Title	Last Date of Hire	Years of Service	Emp Status	Sched Hours	Current Status FTE	Current Base Rate	Health Election	Dental Election	Vision Election
1.	Buckley, Tiffany C	MBH Activity Therapy	THERAPEUTIC REC SPEC	11/29/1999	17.84	FT	80.0	1.0	\$ 21.77	Employee Only	Employee Only	Employee Only
2.	Collalto,Stephen Michael	MBH Activity Therapy	THERAPEUTIC REC ASST	3/27/2017	0.51	PRN15	16.0	0.2	\$ 9.70			
3.	England, Yneda B	MBH Activity Therapy	THERAPEUTIC REC SPEC	7/8/2002	15.23	FT	80.0	1.0	\$ 21.97	Employee + Child(ren)	Employee + Child(ren)	Employee Only
4.	Holland,Shelley Renee	MBH Activity Therapy	THERAPEUTIC REC SPEC	11/30/2015	1.83	PT+20	48.0	0.6	\$ 14.90	Family	Family	Family
5.	Lopez,Kristin N	MBH Activity Therapy	THERAPEUTIC REC SPEC	4/25/2016	1.43	FT	80.0	1.0	\$ 18.86	Family	Family	Employee + Spouse
6.	Magee,Robin Tanita	MBH Activity Therapy	THERAPEUTIC REC ASST	7/25/2016	1.18	PRN15	16.0	0.2	\$ 9.70			
7.	Moran,Alecia R	MBH Activity Therapy	THERAPEUTIC REC ASST	6/8/2015	2.31	PRN15	16.0	0.2	\$ 9.89			
8.	Smith,Rachel E	MBH Activity Therapy	THERAPEUTIC REC SPEC	8/7/2000	17.15	FT	80.0	1.0	\$ 25.62	Employee Only	Employee Only	Employee Only
9.	Brunet,Diane Lynn	MBH Acute Adolescents	SR PSYCHIATRIC TECH	3/13/2017	0.55	MFT	72.0	0.9	\$ 13.15	Employee Only	Employee Only	Employee Only
10.	Chevis,Karen E	MBH Acute Adolescents	SR PSYCHIATRIC TECH	9/29/2000	17.00	MFT	72.0	0.9	\$ 15.30	Employee Only	Employee Only	Employee Only
11.	Cleveland,Lindsey P	MBH Acute Adolescents	SR PSYCHIATRIC TECH	4/24/2006	11.44	MFT	72.0	0.9	\$ 14.29	Employee + Child(ren)	Employee + Child(ren)	Employee Only
12.	Collins,Michael J	MBH Acute Adolescents	ADMIN SUPERVISOR RN	11/12/2007	9.88	FT	80.0	1.0	\$ 41.75	Employee Only	Employee Only	Employee Only
13.	Dedeaux,Lynn J	MBH Acute Adolescents	SR PSYCHIATRIC TECH	7/30/2012	5.17	MFTP	72.0	0.9	\$ 13.65			

Date RIF Effective			8/31/2017		Date Prepared		9/30/2017					
	Name	Dept Name	Job Title	Last Date of Hire	Years of Service	Emp Status	Sched Hours	Current Status FTE	Current Base Rate	Health Election	Dental Election	Vision Election
14.	Girley, Ramona Rachel	MBH Acute Adolescents	RN-BS/MS	8/24/2015	2.10	MFT	72.0	0.9	\$ 34.94			
15.	Goff, Cathy Havens	MBH Acute Adolescents	RN-BS/MS	1/16/2017	0.70	PT+20P	48.0	0.6	\$ 37.25			
16.	Gonzales, Jami M	MBH Acute Adolescents	RN-BS/MS	1/5/2009	8.73	MFT	72.0	0.9	\$ 27.05	Employee Only	Employee Only	Employee Only
17.	Gordon, Lesia S	MBH Acute Adolescents	UNIT COORDINATOR AD	10/13/2003	13.97	FT	80.0	1.0	\$ 39.20	Employee + Spouse	Employee Only	
18.	Harkins, Brittany Paige	MBH Acute Adolescents	PSYCHIATRIC TECH	7/11/2016	1.22	PRN15	16.0	0.2	\$ 9.85			
19.	Johnson, David D	MBH Acute Adolescents	PSYCHIATRIC TECH	10/3/2011	5.99	PRN15	16.0	0.2	\$ 10.50			
20.	King, Meredith Hoke	MBH Acute Adolescents	ADMIN SUPERVISOR RN	11/9/2015	1.89	MFT	72.0	0.9	\$ 35.15	Employee + Child(ren)	Employee + Child(ren)	Employee + Child(ren)
21.	Lackland, Brenda L	MBH Acute Adolescents	RN-AD/DIP	10/24/2016	0.93	PT+20P	48.0	0.6	\$ 32.90			
22.	Marshall, Jonett	MBH Acute Adolescents	PSYCHIATRIC TECH	1/2/2017	0.74	MFT	72.0	0.9	\$ 15.58	Employee Only	Employee Only	Employee Only
23.	Proby, Joseph	MBH Acute Adolescents	SR PSYCHIATRIC TECH	9/22/2008	9.02	PT+20	48.0	0.6	\$ 14.71	Family		
24.	Rudolph, Darrell J	MBH Acute Adolescents	SR PSYCHIATRIC TECH	8/11/2014	3.14	PRN15	16.0	0.2	\$ 11.15			
25.	Sanzin Jr., James A	MBH Acute Adolescents	SR PSYCHIATRIC TECH	6/5/2014	3.32	PRN15	16.0	0.2	\$ 12.81			
26.	Snipes, Terry Keith	MBH Acute Adolescents	RN-AD/DIP	7/13/2015	2.22	MFTP	72.0	0.9	\$ 28.66			
27.	Stewart, Edward Charles	MBH Acute Adolescents	PSYCHIATRIC TECH	5/4/2015	2.41	MFT	72.0	0.9	\$ 10.51			
28.	Thompson, Jane S	MBH Acute Adolescents	RN-AD/DIP	11/2/2009	7.91	PRN15	16.0	0.2	\$ 33.50			
29.	Thompson, Jeffery L	MBH Acute Adolescents	RN-BS/MS	4/8/1996	21.48	PRN20	16.0	0.2	\$ 38.00			
30.	Tura n, Marie D	MBH Acute Adolescents	RN-AD/DIP	12/10/1992	24.80	MFT	72.0	0.9	\$ 35.90	Employee Only	Employee Only	Employee Only
31.	Whitfield, Anthony G	MBH Acute Adolescents	SR PSYCHIATRIC TECH	6/26/1997	20.26	MFT	72.0	0.9	\$ 17.50	Employee Only	Employee Only	Employee Only

Date RIF Effective			8/31/2017		Date Prepared		9/30/2017						
	Name	Dept Name	Job Title	Last Date of Hire	Years of Service	Emp Status	Sched Hours	Current Status FTE	Current Base Rate	Health Election	Dental Election	Vision Election	
32.	Wright, Lynnelle V	MBH Acute Adolescents	SR PSYCHIATRIC TECH	4/7/2014	3.48	MFT	72.0	0.9	\$ 11.21	Employee Only		Employee Only	
33.	Young, Arthur James	MBH Acute Adolescents	PSYCHIATRIC TECH	8/29/2016	1.09	PRN15	16.0	0.2	\$ 10.55				
34.	Battle, Brandon P	MBH Acute Pre-Adolescents	PSYCHIATRIC TECH	3/17/2014	3.54	PRN15	16.0	0.2	\$ 11.89				
35.	Belle, Phillip Keion	MBH Acute Pre-Adolescents	SR PSYCHIATRIC TECH	6/26/2017	0.26	FT	80.0	1.0	\$ 10.18	Employee Only		Employee Only	
36.	Benke, Melissa Michelle	MBH Acute Pre-Adolescents	RN-BS/MS	12/12/2016	0.80	MFT	72.0	0.9	\$ 31.85	Family	Family	Family	
37.	Burnette, Jarvis R	MBH Acute Pre-Adolescents	SR PSYCHIATRIC TECH	10/22/2012	4.94	PRN15	16.0	0.2	\$ 10.80				
38.	Caridad, Daniel J	MBH Acute Pre-Adolescents	SR PSYCHIATRIC TECH	2/13/2017	0.63	MFT	72.0	0.9	\$ 11.26	Employee Only			
39.	Covington, Eileen M	MBH Acute Pre-Adolescents	UNIT COORDINATOR	10/13/2003	13.97	FT	80.0	1.0	\$ 41.75	Employee + Spouse	Employee + Spouse	Employee + Spouse	
40.	Favre, Vanessa West	MBH Acute Pre-Adolescents	RN-BS/MS	11/14/2016	0.88	PRN15	16.0	0.2	\$ 23.45				
41.	Fortenberry Jr., Howard	MBH Acute Pre-Adolescents	SR PSYCHIATRIC TECH	11/21/2005	11.86	MFT	72.0	0.9	\$ 16.39	Employee Only	Employee Only	Employee Only	
42.	Guy, Brent L	MBH Acute Pre-Adolescents	SR PSYCHIATRIC TECH	3/19/2001	16.53	MFT	72.0	0.9	\$ 15.49	Employee Only	Employee Only	Employee Only	
43.	Hill-Beatty, Amber E	MBH Acute Pre-Adolescents	SR PSYCHIATRIC TECH	10/29/2002	14.92	PRN15	16.0	0.2	\$ 13.72				
44.	Jamison-Stone, Julie M	MBH Acute Pre-Adolescents	RN-AD/DIP	8/28/2006	11.09	MFT	72.0	0.9	\$ 27.44	Family	Family		
45.	Lizana, Roni L	MBH Acute Pre-Adolescents	SR PSYCHIATRIC TECH	12/14/2009	7.79	PRN15	16.0	0.2	\$ 11.66				

Date RIF Effective			8/31/2017		Date Prepared		9/30/2017					
	Name	Dept Name	Job Title	Last Date of Hire	Years of Service	Emp Status	Sched Hours	Current Status FTE	Current Base Rate	Health Election	Dental Election	Vision Election
46.	Maddox,Ebbie L	MBH Acute Pre-Adolescents	SR PSYCHIATRIC TECH	6/5/1995	22.32	MFT	72.0	0.9	\$ 17.50		Employee Only	Employee Only
47.	Mccollum,Gina M	MBH Acute Pre-Adolescents	SR PSYCHIATRIC TECH	4/7/2008	9.48	PT+20P	48.0	0.6	\$ 15.68			
48.	Miller-Willems,Patricia A	MBH Acute Pre-Adolescents	ADMIN SUPERVISOR RN	12/19/2005	11.78	FT	80.0	1.0	\$ 41.75	Employee + Spouse	Employee + Spouse	Employee Only
49.	Myers,Delores D	MBH Acute Pre-Adolescents	PSYCHIATRIC TECH	2/28/1996	21.59	MFT	72.0	0.9	\$ 16.16	Employee Only	Employee Only	Employee Only
50.	Smith,Donna M	MBH Acute Pre-Adolescents	ADMIN SUPERVISOR RN	4/3/2002	15.49	MFT	72.0	0.9	\$ 38.75	Employee Only	Employee Only	Employee Only
51.	Smith,Karen M	MBH Acute Pre-Adolescents	RN-AD/DIP	6/6/1994	23.32	MFT	72.0	0.9	\$ 34.75	Employee + Spouse	Employee + Spouse	Employee Only
52.	Spence,Cindy E	MBH Acute Pre-Adolescents	RN-AD/DIP	8/8/2016	1.14	PT+20	48.0	0.6	\$ 36.50	Employee Only	Employee Only	Employee Only
53.	White,Dovana C	MBH Acute Pre-Adolescents	SR PSYCHIATRIC TECH	7/24/2001	16.19	MFT	72.0	0.9	\$ 16.25	Employee Only	Employee Only	Employee Only
54.	Caburian,Elbert R	MBH Acute Adult	SR PSYCHIATRIC TECH	6/16/2008	9.29	PT+20P	48.0	0.6	\$ 12.96			
55.	Campbell,Lisa A	MBH Acute Adult	RN-BS/MS	11/11/2013	3.89	PT+20	48.0	0.6	\$ 32.45	Employee + Child(ren)	Employee + Child(ren)	
56.	Chastka,Shawn Michelle	MBH Acute Adult	RN-BS/MS	11/30/2015	1.83	MFT	72.0	0.9	\$ 22.25	Employee Only	Employee Only	Employee Only
57.	Chery,Luckendy A	MBH Acute Adult	PSYCHIATRIC TECH	4/2/2012	5.49	MFT	72.0	0.9	\$ 10.22	Employee Only	Employee Only	Employee Only
58.	Combs,Nancy C	MBH Acute Adult	LPN-DAY	2/18/2008	9.62	MFT	72.0	0.9	\$ 21.32	Employee Only	Employee Only	Employee Only
59.	Cuevas,Cassey M	MBH Acute Adult	RN-BS/MS	12/16/2013	3.79	MFT	72.0	0.9	\$ 23.45	Employee Only	Employee Only	Employee Only

Date RIF Effective			8/31/2017		Date Prepared		9/30/2017					
	Name	Dept Name	Job Title	Last Date of Hire	Years of Service	Emp Status	Sched Hours	Current Status FTE	Current Base Rate	Health Election	Dental Election	Vision Election
60.	Custis, Charles	MBH Acute Adult	PSYCHIATRIC TECH	9/17/1996	21.03	MFT	72.0	0.9	\$ 16.16	Employee Only	Employee Only	Employee Only
61.	Gaulon, Joye R	MBH Acute Adult	RN-AD/DIP	4/14/2014	3.46	PRN15	16.0	0.2	\$ 34.10			
62.	Geiser, Pamela Batia	MBH Acute Adult	RN-AD/DIP	6/27/2016	1.26	PRN15	16.0	0.2	\$ 36.50			
63.	Goulette, Sherry L.	MBH Acute Adult	RN-AD/DIP	3/28/2016	1.51	MFT	72.0	0.9	\$ 33.50	Family	Family	Employee Only
64.	Haase, Denise E	MBH Acute Adult	SR PSYCHIATRIC TECH	11/28/2005	11.84	MFT	72.0	0.9	\$ 16.41	Employee Only	Employee Only	Employee Only
65.	Jackson, Sharonda Latoria	MBH Acute Adult	PSYCHIATRIC TECH	7/10/2017	0.22	PRN15	16.0	0.2	\$ 9.63			
66.	McAllister, Rachael Elizabeth	MBH Acute Adult	RN-AD/DIP	4/10/2017	0.47	MFTP	72.0	0.9	\$ 28.10			
67.	McDonald, Robert D	MBH Acute Adult	RN-AD/DIP	1/17/2011	6.70	PT+20	48.0	0.6	\$ 28.70	Employee Only	Employee Only	Employee Only
68.	Monks, Andrew D	MBH Acute Adult	RN-AD/DIP	8/4/2014	3.16	MFT	72.0	0.9	\$ 23.15	Employee Only	Employee Only	Employee Only
69.	Moss, Timothy	MBH Acute Adult	PSYCHIATRIC TECH	4/19/2010	7.45	MFT	72.0	0.9	\$ 11.95	Employee Only		
70.	Murphy, Valerie Frances	MBH Acute Adult	UNIT COORDINATOR AD	6/26/2017	0.26	FT	80.0	1.0	\$ 39.80	Employee Only	Employee Only	Employee Only
71.	Suarez, Randy J	MBH Acute Adult	SR PSYCHIATRIC TECH	6/16/1999	18.29	MFT	72.0	0.9	\$ 15.77	Employee Only	Employee Only	Employee Only
72.	Switzer, Patrysha T	MBH Acute Adult	RN-BS/MS	7/21/1997	20.19	PRN15	16.0	0.2	\$ 35.55			
73.	Ward, Ashley N	MBH Acute Adult	SR PSYCHIATRIC TECH	10/21/2013	3.94	MFT	72.0	0.9	\$ 10.59		Employee + Spouse	
74.	Arnault, Holly T	MBH Outreach	ASSESSMENT/REFER COUNSELO	1/24/2014	3.68	PT-20	24.0	0.3	\$ 24.11			
75.	Brady, Benjamin L	MBH Outreach	ASSESSMENT/REFER COUNSELO	7/10/2006	11.23	FT	80.0	1.0	\$ 28.75	Employee Only	Employee Only	Employee Only

Date RIF Effective			8/31/2017		Date Prepared		9/30/2017						
	Name	Dept Name	Job Title	Last Date of Hire	Years of Service	Emp Status	Sched Hours	Current Status FTE	Current Base Rate	Health Election	Dental Election	Vision Election	
76.	Houston, Charisma Ariane	MBH Outreach	ASSESSMENT/REFER COUNSELO	6/26/2017	0.26	FT	80.0	1.0	\$ 19.83	Employee Only	Employee Only	Employee Only	
77.	Jennings, Susan V	MBH Outreach	ASSESSMENT/REFER COUNSELO	10/16/2000	16.96	FT	80.0	1.0	\$ 29.06	Employee + Spouse	Employee + Spouse	Employee + Spouse	
78.	Livingston, Ramunda C	MBH Outreach	ASSESSMENT/REFER COUNSELO	1/20/2014	3.69	FT	80.0	1.0	\$ 20.63	Family	Family	Family	
79.	Newman, Charlotte Kay	MBH Outreach	ASSESSMENT/REFER COUNSELO	8/22/2016	1.11	FT	80.0	1.0	\$ 24.33	Employee Only	Employee Only	Employee Only	
80.	Rusk, Susan L	MBH Outreach	ASSESSMENT/REFER COUNSELO	3/3/2008	9.58	FT	80.0	1.0	\$ 26.76	Employee Only	Employee Only	Employee Only	
81.	Sabin, Sherri Lynne	MBH Outreach	ASSESSMENT/REFER COUNSELO	11/14/2016	0.88	PT+20	48.0	0.6	\$ 25.23	Employee Only	Employee + Spouse	Employee Only	
82.	Smith, Philip B	MBH Outreach	ASSESSMENT/REFER COOR	11/9/1993	23.89	FT	80.0	1.0	\$ 37.51	Family	Family	Family	
83.	Tynes, Annie B	MBH Outreach	ASSESSMENT/REFER ASST	9/24/1992	25.02	FT	80.0	1.0	\$ 16.67	Employee Only	Employee Only	Employee Only	
84.	Johns, Rachelle T	MBH Partial - ADC	PROGRAM COOR	1/18/1991	26.70	FT	80.0	1.0	\$ 34.50				
85.	Jones, Heather F	MBH Partial - ADC	RN BS/MS DAY	9/26/2016	1.01	FT	80.0	1.0	\$ 23.60	Employee Only	Employee Only	Employee Only	
86.	Sullivan, Tina J	MBH Partial - ADC	MASTER ADDICTIONS COUNSEL	4/2/2007	10.50	FT	80.0	1.0	\$ 25.35	Employee Only	Employee Only		
87.	Thibodeaux, Rachel Marie	MBH Partial - ADC	SOCIAL WORKER-MBH	5/18/2015	2.37	FT	80.0	1.0	\$ 20.69	Employee Only	Employee Only	Employee Only	
88.	Beaver, Hope O	MBH Education	Coord, Education & Recreation	5/1/1995	22.42	FT	80.0	1.0	\$ 33.56	Family	Family	Family	
89.	Johnson, Jerene	MBH Education	INSTRUCTOR	9/28/2015	2.01	PT+20P	48.0	0.6	\$ 19.27				
90.	Sutherland, Nancy Louise Chatman	MBH Education	INSTRUCTOR	6/19/2017	0.28	PRN15	16.0	0.2	\$ 17.74				
91.	Anderson, Linda M	Behavioral Health OP	MULTISKILLED TECH-CLINIC	1/30/2017	0.67	PRN15	16.0	0.2	\$ 12.16				
92.	Barber, Katherine L	Behavioral Health OP	PROGRAM SECRETARY	6/19/2017	0.28	PT+20	48.0	0.6	\$ 10.99				

Date RIF Effective			8/31/2017		Date Prepared		9/30/2017					
	Name	Dept Name	Job Title	Last Date of Hire	Years of Service	Emp Status	Sched Hours	Current Status FTE	Current Base Rate	Health Election	Dental Election	Vision Election
93.	Black, Heather W	Behavioral Health OP	OUTPATIENT THERAPIST	9/25/2006	11.01	FT	80.0	1.0	\$ 26.52	Family	Family	Family
94.	Cavataio, Roxanne	Behavioral Health OP	OUTPATIENT THERAPIST	5/29/2001	16.34	FT	80.0	1.0	\$ 29.71	Employee Only	Employee Only	Employee Only
95.	Collins, Vanesha Katrice	Behavioral Health OP	PROGRAM SECRETARY	7/18/2016	1.20	FTP	80.0	1.0	\$ 11.53			
96.	Devlin, Joseph	Behavioral Health OP	OUTPATIENT THERAPIST	8/10/2015	2.14	FT	80.0	1.0	\$ 26.65	Employee Only	Employee Only	
97.	Giveans, Pamela L	Behavioral Health OP	Nurse Practitioner - Clinics	6/2/2008	9.33	FT	80.0	1.0	\$ 53.23			
98.	Hilliard, Shirley A	Behavioral Health OP	OUTPATIENT THERAPIST	6/23/2014	3.27	FT	80.0	1.0	\$ 24.76	Employee Only	Employee Only	Employee Only
99.	James-Magee, Prenda J	Behavioral Health OP	OUTPATIENT OFFICE MANAGER	12/10/2012	4.80	FT	80.0	1.0	\$ 14.42	Employee Only	Employee Only	Employee Only
100.	Kelly, Kandice Alesia	Behavioral Health OP	MULTISKILLED TECH-MBH	7/10/2017	0.22	PRN15	16.0	0.2	\$ 9.40			
101.	Kneeland, John M	Behavioral Health OP	OUTPATIENT THERAPIST	9/8/2008	9.06	PT+20	48.0	0.6	\$ 31.11		Family	Family
102.	LeMay, Sue Ellen	Behavioral Health OP	PROGRAM SECRETARY	6/26/2017	0.26	FTP	80.0	1.0	\$ 12.88			
103.	Lester, Beverly J	Behavioral Health OP	PROGRAM SECRETARY	9/10/2012	5.05	FT	80.0	1.0	\$ 13.94	Employee Only	Employee Only	
104.	Martin, Julie K	Behavioral Health OP	Nurse Practitioner - Clinics	7/5/2004	13.24	FT	80.0	1.0	\$ 42.31	Family	Family	
105.	Morgan, Kimberly L	Behavioral Health OP	Nurse Practitioner - Clinics	8/13/2007	10.13	FT	80.0	1.0	\$ 43.16	Employee + Child(ren)	Employee + Child(ren)	
106.	Norman, Desiree Marie	Behavioral Health OP	Nurse Practitioner - Clinics	1/30/2017	0.67	PRN15	16.0	0.2	\$ 43.16			
107.	Pearce, Stephanie K	Behavioral Health OP	OUTPATIENT OFFICE MANAGER	3/5/2012	5.57	FT	80.0	1.0	\$ 14.69	Employee + Spouse	Family	Employee + Spouse
108.	Powe, Vickey F	Behavioral Health OP	PROGRAM SECRETARY	3/30/2015	2.51	PT+20P	48.0	0.6	\$ 13.14			

Date RIF Effective			8/31/2017	Date Prepared		9/30/2017						
	Name	Dept Name	Job Title	Last Date of Hire	Years of Service	Emp Status	Sched Hours	Current Status FTE	Current Base Rate	Health Election	Dental Election	Vision Election
109.	Rivers, Shelia L	Behavioral Health OP	OUTPATIENT THERAPIST	9/26/2016	1.01	FT	80.0	1.0	\$ 26.44	Employee Only	Employee + Child(ren)	Employee + Child(ren)
110.	Smithwaite, Sarah Suzanne	Behavioral Health OP	OUTPATIENT THERAPIST	11/2/2015	1.91	FT	80.0	1.0	\$ 23.43	Employee + Child(ren)	Employee + Child(ren)	Employee Only
111.	Stewart, Delowis A	Behavioral Health OP	MULTISKILLED TECH-CLINIC	4/30/2007	10.42	FT	80.0	1.0	\$ 12.37	Employee + Child(ren)	Family	Employee + Spouse
112.	Trout, Kathryn D	Behavioral Health OP	RN AD/DIP DAY	5/17/2010	7.37	FT	80.0	1.0	\$ 23.37	Family	Family	Family
113.	Varnado, Jamie B	Behavioral Health OP	OUTPATIENT THERAPIST	8/28/2006	11.09	FT	80.0	1.0	\$ 23.90	Family	Family	Family
114.	Waldroup, Joan S	Behavioral Health OP	OUTPATIENT THERAPIST	2/10/1993	24.64	FT	80.0	1.0	\$ 26.86	Employee + Spouse	Employee + Spouse	
115.	Watson, Shawn T	Behavioral Health OP	PROGRAM SECRETARY	8/1/2016	1.16	FT	80.0	1.0	\$ 12.88	Employee Only	Employee Only	Employee Only
116.	Weekley, Lori D	Behavioral Health OP	PROGRAM SECRETARY	1/6/2014	3.73	FT	80.0	1.0	\$ 12.56	Employee Only	Employee Only	
117.	Hall, Michael	MBH P/I- Outcomes	MGR MBH PERFORMANCE IMPR	6/1/1992	25.33	DIR	80.0	1.0	\$ 41.62	Family	Family	Family
118.	May, Donna L	MBH P/I- Outcomes	DATA SPECIALIST	9/21/1998	19.03	FT	80.0	1.0	\$ 16.39	Employee + Spouse	Employee + Spouse	
119.	McHugh, Tamara J	MBH P/I- Outcomes	Clinical Informatics Spec	2/16/1998	19.62	FT	80.0	1.0	\$ 39.05	Employee + Spouse	Employee + Spouse	Employee + Spouse
120.	Clifton, Chelsea Mackenna	MBH Soc Svcs	SOCIAL SERVICES-LPC	1/16/2017	0.70	PT+20	48.0	0.6	\$ 19.83	Employee Only	Employee Only	Employee Only
121.	Cummings, Lisa H	MBH Soc Svcs	SOCIAL SERVICES-LPC	10/6/1997	19.98	PRN15	16.0	0.2	\$ 31.51			
122.	Dodson, Mary Bergens	MBH Soc Svcs	SOCIAL WORKER I	9/26/2016	1.01	PT+20	48.0	0.6	\$ 19.83	Employee Only	Employee Only	Employee Only

Date RIF Effective			8/31/2017		Date Prepared		9/30/2017						
	Name	Dept Name	Job Title	Last Date of Hire	Years of Service	Emp Status	Sched Hours	Current Status FTE	Current Base Rate	Health Election	Dental Election	Vision Election	
123.	Lucas, Summer M	MBH Soc Svcs	SOCIAL SERVICES-LMFT	8/1/2011	6.17	PT+20	48.0	0.6	\$ 22.99	Employee Only	Family	Family	
124.	Mack, Gregory D	MBH Soc Svcs	SOCIAL WORKER-MBH	8/31/2009	8.08	PRN15	16.0	0.2	\$ 23.65				
125.	Martin, Helene D	MBH Soc Svcs	SOCIAL WORKER-MBH	8/7/2006	11.15	FT	80.0	1.0	\$ 29.53	Employee Only	Family	Family	
126.	Neher, Jennifer Susanne	MBH Soc Svcs	SOCIAL WORKER-MBH	5/4/2015	2.41	PT+20	48.0	0.6	\$ 20.69	Employee Only	Employee Only	Employee Only	
127.	Newell, Dwight W	MBH Soc Svcs	SOCIAL SERVICES-LPC	7/21/2003	14.20	FT	80.0	1.0	\$ 33.05	Employee + Child(ren)	Family		
128.	Ogilvie, Rebecca R	MBH Soc Svcs	SOCIAL SERVICES-LPC	1/27/2014	3.67	FT	80.0	1.0	\$ 26.24	Employee + Child(ren)	Employee + Child(ren)	Employee + Child(ren)	
129.	Rodgers, Maria	MBH Soc Svcs	SOCIAL SERVICES-LMFT	5/13/2002	15.38	FT	80.0	1.0	\$ 29.56	Employee Only	Employee Only	Employee Only	
130.	Stallworth, Albert C	MBH Soc Svcs	MASTER ADDICTIONS COUNSEL	8/18/2008	9.12	PT+20	48.0	0.6	\$ 25.21	Family	Family	Family	
131.	Tarrant, Gerard	MBH Soc Svcs	SOCIAL SERVICES-LMFT	8/10/2009	8.14	PRN15	16.0	0.2	\$ 23.46				
132.	Walker, Gail Rusk	MBH Soc Svcs	MASTER ADDICTIONS COUNSEL	11/7/2016	0.90	PRN15	16.0	0.2	\$ 25.77				
133.	Waterman, Elizabeth W	MBH Soc Svcs	SOCIAL WORKER-MBH	12/16/2013	3.79	PRN15	16.0	0.2	\$ 21.56				
134.	Watkins, Dewey D	MBH Soc Svcs	SOCIAL SERVICES-LPC	10/31/2011	5.92	FT	80.0	1.0	\$ 25.12	Employee + Child(ren)	Family	Employee Only	
135.	Ruffin, Mary Stephens	MBH Case Mgmt	Case Manager - MBH	5/16/2016	1.37	FT	80.0	1.0	\$ 23.46	Employee Only	Employee Only	Employee Only	
136.	Williamson, Laura Estelle	MBH Case Mgmt	Case Manager - MBH	4/24/2017	0.44	FTP	80.0	1.0	\$ 34.50				
137.	Tanner, Frederick D	Engineering	Engineering Tech	11/20/1995	21.86	FT	80.0	1.0	\$ 20.35	Employee Only	Employee Only	Employee Only	

Date RIF Effective			8/31/2017		Date Prepared		9/30/2017					
	Name	Dept Name	Job Title	Last Date of Hire	Years of Service	Emp Status	Sched Hours	Current Status FTE	Current Base Rate	Health Election	Dental Election	Vision Election
138.	Hernandez, Paul M	MBH Nutrition	MGR NUTRITIONAL SVC-MBH	4/14/2014	3.46	DIR	80.0	1.0	\$ 36.41	Family	Family	Family
139.	Higginbotham, Sandra M	MBH Nutrition	NUTRITION COOR-MBH	3/17/2003	14.54	FT	80.0	1.0	\$ 15.01	Employee Only	Employee Only	Employee Only
140.	Lyons, John D	MBH Nutrition	COOK	9/14/2009	8.04	FT	80.0	1.0	\$ 11.61	Employee + Spouse	Employee + Spouse	Employee + Spouse
141.	Monk, Rashedah	MBH Nutrition	COOK	6/5/2017	0.32	FT	80.0	1.0	\$ 10.77	Employee Only	Employee Only	
142.	Moran, Ingrid Ann	MBH Nutrition	COOK	6/26/2017	0.26	FT	80.0	1.0	\$ 9.16	Employee Only	Employee Only	Employee Only
143.	Taylor, Ralph Willis	MBH Nutrition	COOK	6/13/2016	1.30	FT	80.0	1.0	\$ 10.95	Employee + Spouse	Employee + Spouse	Employee + Spouse
144.	Wilson, Sheria F	MBH Nutrition	COOK	7/30/2012	5.17	FT	80.0	1.0	\$ 11.61	Employee Only	Employee Only	
145.	Breaker, Shirley A	MBH Env Svcs	FACILITY SERVICES AIDE	11/8/2004	12.89	FT	80.0	1.0	\$ 12.59		Employee Only	Employee Only
146.	Daniels, Deborah K	MBH Env Svcs	FACILITY SERVICES AIDE	10/1/2001	16.00	FT	80.0	1.0	\$ 14.11	Employee Only	Employee Only	Employee Only
147.	Henderson, Chalaundra JaQuita	MBH Env Svcs	FACILITY SERVICES AIDE	7/24/2017	0.19	PRN15	16.0	0.2	\$ 10.77			
148.	Perronne, Carol L	MBH Env Svcs	FACILITIES SERVICES COOR	7/6/1993	24.24	FT	80.0	1.0	\$ 19.85	Employee + Spouse	Employee + Spouse	Employee + Spouse
149.	Piernas, Portia Lizana	MBH Env Svcs	FACILITY SERVICES AIDE	9/12/2016	1.05	FT	80.0	1.0	\$ 11.00	Employee Only	Employee Only	Employee Only
150.	Travis, Angela Nichole	MBH Env Svcs	FACILITY SERVICES AIDE	12/5/2016	0.82	FT	80.0	1.0	\$ 9.39			
151.	Bright, Daina L	Behavioral Health Admin	COORD/EDUC - MBH	4/4/2012	5.49	PT+20	48.0	0.6	\$ 28.20	Family	Family	Family
152.	Fields, Angela S	Behavioral Health Admin	CLIN MGR INPATIENT SVCS	10/1/1997	20.00	DIR	80.0	1.0	\$ 38.76	Employee + Child(ren)	Employee + Child(ren)	

Date RIF Effective			8/31/2017		Date Prepared		9/30/2017					
	Name	Dept Name	Job Title	Last Date of Hire	Years of Service	Emp Status	Sched Hours	Current Status FTE	Current Base Rate	Health Election	Dental Election	Vision Election
153.	Lyon, Linda R	Behavioral Health Admin	MGR NURSING MBH	9/16/1988	29.04	DIR	80.0	1.0	\$ 48.06	Employee Only	Employee + Spouse	
154.	Ray, Nancy J	Behavioral Health Admin	DEPARTMENT SECRETARY	3/15/2004	13.54	FT	80.0	1.0	\$ 16.04	Employee Only	Employee Only	Employee Only
155.	Whitfield, Donna J	Behavioral Health Admin	EXEC SECRETARY	7/31/1984	33.17	FT	80.0	1.0	\$ 21.18	Employee + Spouse	Employee + Spouse	
156.	Zieman, Michael A	Behavioral Health Admin	ADMINISTRATOR BEHAV HLTH	5/3/1993	24.41	DIR	80.0	1.0	\$ 73.56	Employee + Spouse	Employee + Spouse	
157.	Berger M.D., Brad Z	MBH Physicians	Psychiatrist	9/22/2011	6.02	FT	80.0	1.0	\$ 162.44	Employee + Child(ren)	Employee + Child(ren)	Employee + Child(ren)
158.	Harbison M.D., Dana B	MBH Physicians	Psychiatrist	6/16/2007	10.29	PT-20	24.0	0.3	\$ 125.00			
159.	James M.D., Stephen C	MBH Physicians	Psychiatrist	9/21/2011	6.03	FT	80.0	1.0	\$ 175.85	Family	Family	Family
160.	Murray M.D., Barbara B	MBH Physicians	Psychiatrist	7/18/1992	25.20	FT	80.0	1.0	\$ 156.91	Employee Only	Employee Only	
161.	Rusch M.D., James A	MBH Physicians	Psychiatrist	12/1/2014	2.83	FT	80.0	1.0	\$ 124.69	Employee + Spouse	Employee + Spouse	
162.	Shavers M.D., Tongji	MBH Physicians	Psychiatrist	7/23/2001	16.19	FT	80.0	1.0	\$ 197.93	Employee Only	Employee Only	Employee Only
163.	Hendry, Shelley S	MBH Accounting	ACCOUNTANT I	5/11/1995	22.39	FT	80.0	1.0	\$ 21.18	Employee + Child(ren)	Employee + Child(ren)	Employee + Child(ren)
164.	Chatman, Mary A	MBH Admissions	ACCESS REP	3/30/2015	2.51	PT+20	48.0	0.6	\$ 12.90	Employee + Spouse	Employee + Spouse	Employee + Spouse
165.	Faul, Marian Elizabeth	MBH Admissions	RECEPTIONIST/ADMISS CLERK	6/19/2017	0.28	PRN15	16.0	0.2	\$ 10.48			
166.	Necaise, Sylvia D	MBH Admissions	RECEPTIONIST/ADMISS CLERK	11/26/2001	15.84	PT+20	48.0	0.6	\$ 15.26	Employee Only	Employee Only	Employee Only

Date RIF Effective			8/31/2017			Date Prepared			9/30/2017			
	Name	Dept Name	Job Title	Last Date of Hire	Years of Service	Emp Status	Sched Hours	Current Status FTE	Current Base Rate	Health Election	Dental Election	Vision Election
167.	Singleton, Alice B	MBH Admissions	PAT REG TEAM LEADER	1/2/2007	10.74	FT	80.0	1.0	\$ 14.93	Employee + Spouse	Employee + Spouse	Employee + Spouse
168.	Sones, Paula A	MBH Admissions	ACCESS REP	11/17/2008	8.87	FT	80.0	1.0	\$ 13.44	Employee + Spouse	Employee + Spouse	Employee Only
169.	Stinnett, Winniefred S	MBH Admissions	RECEPTIONIST/ADMISS CLERK	7/24/2000	17.19	FT	80.0	1.0	\$ 15.26	Employee Only	Employee Only	Employee Only

Terminated Employees as of October 11, 2017

Employee #	Name	Department Name	Job Title	Employee Status	Last Hire Date	Term Date (Last Date as Emp.)	Term Reason
	Melanie Moffat	MBH	Admin Supervisor	FT	1/26/1994	09/18/16	Retired
	Travis McMurray	MBH - Acute	Psychiatric Tech	PRN	8/29/2016	10/06/16	
	Arin Lang	MBH - Partial	Masters Addiction Counselor	FT	12/8/2014	10/07/16	
	Kelly Larue	Behavioral OP	OP Office Manager	FT	7/27/2015	11/06/16	
	Ed Gordon	MBH - Acute	RN	PT+20	2/23/2010	12/17/16	Planned term date
	Laura James	MBH - Acute Adol	Psychiatric Tech	FT	10/1/2007	12/28/16	
	Jessica Wilson	MBH - Activity Therapy	Therapeutic Rec Assistant	PRN	4/11/2016	12/30/16	Sr Psy Tech PRN additional job
	Blonka Shoulders	MBH - Acute Adol	Psychiatric Tech	PRN	9/19/2016	01/08/17	
	Desiree Norman	Behavioral OP	Nurse Practitioner	FT	9/29/2014	01/15/17	
	Jessica Fielder	MBH - Activity Therapy	Therapeutic Rec Assistant	PRN	1/30/2017	01/30/17	Never started
	Kaylee Hobert	MBH - Env Svcs	Facility Services Aide	PRN	6/6/2016	12/10/17	No call/no show orientation
	Lisa Galiano	MBH - Acute Adol	Admin Supervisor RN	FT	1/16/2017	01/15/17	

Employee #	Name	Department Name	Job Title	Employee Status	Last Hire Date	Term Date (Last Date as Emp.)	Term Reason
	Kelroy Johns	MBH - Acute Pre-Adol	Sr Psychiatric Tech	FT	10/13/2014	2/27/2017	
	Walter Brightman	MBH Outreach	Assessment/Refer Counselor	FT	8/17/1995	4/13/2017	
	Bridgett Hughes	MBH Admissions	Receptionist/Admiss Clerk	PRN	1/30/2017	2/13/2017	
	Chrystal Mitchell	MBH Acute Adult	Sr Psychiatric Tech	PRN	3/13/2017	4/15/2017	
	Amber Wilson	MBH Acute Adol	RN	FT	11/26/2012	4/9/2017	
	Cynthia Fitzhugh	MBH - Env Svcs	Facility Services Aide	FT	6/27/2016	4/30/2017	
	Ricky Fairley	MBH - Acute Pre-Adol	Psychiatric Tech	FT	4/24/2017	5/14/2017	
	Paul Kettering	MBH - Acute Pre-Adol	Admin Supervisor RN	FT	10/29/1998	6/22/2017	
	Rebecca Scott	MBH Acute Adol	Psychiatric Tech	PRN	4/24/2017	5/23/2017	
	Margaret Fulmer	MBH Nutrition	Cook	FT	10/26/2015	6/7/2017	
	Gina Gauthreaux	MBH Social Svcs	Social Worker	PRN	8/29/2011	5/31/2017	
	Patsy Ryan	Behavioral OP	Program Secretary	FT	8/3/2015	5/19/2017	
	Debora Stanovich	Behavioral OP	Practice Manager	FT	4/27/1992	6/30/2017	
	Amber Macovei	MBH Env Svcs	Facility Services Aide	PRN	2/6/2017	5/10/2017	
	Carmelia Ash	MBH Nutrition	Cook	FT	12/26/2007	6/12/2017	
	Pedro Munera Cordoba, MD	MBH Physicians	Psychiatrist	FT	10/23/2012	6/10/2017	
	Sandi Parks	MBH Education	Instructor	PRN	1/26/2009	6/11/2017	
	Jessica Davis	MBH Acute Adult	RN	PRN	2/27/2017	7/18/2017	
	Marsha Bailey	Behavioral OP	Program Secretary	FT	7/10/2017	7/21/2017	
	Deanne Johannsen	Behavioral OP	Program Secretary	FT	5/8/2017	7/28/2017	
	Nancy Vansandt	MBH Acute Adult	RN	PRN	7/25/2016	4/27/2017	
	Vickie Swan	MBH Acute Adolescents	RN	FT	5/18/1992	8/31/2017	
022484	Turkessa Simpson	MBH Acute Pre-Adol	Psychiatric Tech	FT	10/24/2016	9/13/2017	
020294	Lynnelle Wright	MBH Acute Adolescents	Sr Psychiatric Tech	FT	4/7/2014	8/20/2017	
017793	Alana Williams	MBH Social Svcs	Social Worker	PRN	11/5/2007	9/18/2017	
021573	Jan Michele Van Choff	Behavioral OP	Outpatient Therapist	FT	9/28/2015	9/6/2017	

Employee #	Name	Department Name	Job Title	Employee Status	Last Hire Date	Term Date (Last Date as Emp.)	Term Reason
022184	Clara Ogletree	Behavioral OP	MULTISKILLED TECH-CLINIC	FT	6/27/2016	9/29/2017	
022688	Katherine McCray	MBH Env Svcs	Facility Services Aide	PRN	1/23/2017	8/8/2017	
021943	Dionna Russell	MBH Acute Adolescents	RN	PRN	3/28/2016	10/13/2017	
	James Rusch, M.D.	MBH Physicians	Psychiatrist	FT		10/31/17	
	James Flanders						
	Anne Tucker		NP				

Schedule 3.20(g)

Employees Not Terminable at Will

1. Brad Berger, M.D.
2. Barbara Murray, M.D.
3. Tongii Shavers, M.D.
4. Stephen James, M.D.
5. Dana Harbison, M.D.

The physicians' employment contracts require a 60-day notice of termination without cause. Such notice has been delivered effective November 1, 2017.

Schedule 3.20(h)

Employment Loss

None.

Schedule 3.21

Employee Benefit Plan of Seller

- Memorial Hospital at Gulfport Retirement Plan, established as of October 1, 1968 and last revised as of October 1, 2011
- See below



2018 Benefit Plan Premiums

Premiums listed are per pay period - 24 pay periods per year

P.O. Box 1810 • Gulfport, MS 39502 • Employee Benefits (228) 865-3306 • Fax (228) 865-3310

Medical Select Administrative Services

Access Plan	Employee	Employee + Spouse	Employee + Children	Family
	\$48.00	\$225.00	\$125.00	\$295.00

Dental Select Administrative Services

Dental Plans	Employee	Employee + Spouse	Employee + Children	Family
Plan 1 - \$500	\$4.60	\$9.85	\$9.45	\$15.95
Plan 2 - \$1,000	\$8.85	\$18.90	\$18.10	\$30.55
Plan 3 - \$2,000	\$11.60	\$24.75	\$23.75	\$40.05
\$1,000 + \$1,000 Ortho	\$50.50	\$60.55	\$59.75	\$72.20
\$2,000 + \$1,000 Ortho	\$53.25	\$66.40	\$65.40	\$81.70

Vision Always Care

Vision Plan	Employee	Employee + Spouse	Employee + Children	Family
	\$3.22	\$6.35	\$6.44	\$9.84

Accident MetLife

Accident Base Plan	Employee	Employee + Spouse	Employee + Children	Family
	\$6.34	\$13.06	\$13.17	\$16.34

Critical Illness Met Life

Attained Age	Employee	Employee+ spouse	Employee + Children	Family
<25	\$0.13	\$0.22	\$0.24	\$0.33
25-34	\$0.16	\$0.28	\$0.27	\$0.39
35-44	\$0.30	\$0.52	\$0.41	\$0.63
45-54	\$0.63	\$1.07	\$0.74	\$1.18
55-64	\$1.20	\$2.11	\$1.31	\$2.22
65-74+	\$2.68	\$4.64	\$2.79	\$4.75

*Evidence of Insurability may be Required

**Multiply the per \$1,000 rates shown above by the benefit amount divided by \$1,000

**Voluntary Life Insurance with Accidental Death and Dismemberment
Lincoln Financial Group**

Coverage	Volume	Premium
Basic Life	\$10,000	No Cost to Employee
Supplemental Buy-up Plans*	Increments of salary with option to increase in \$10,000 increments	Premiums are age banded and based on salary

**Evidence of Insurability may be required*

**Spouse and Child Life Insurance Coverage
Lincoln Financial Group**

Spouse	Coverage	Premium	Child	Coverage	Premium
	\$5,000	\$.39		\$10,000	\$.63
	\$10,000	\$.79		\$20,000	\$1.25
	\$20,000	\$1.56			
	\$50,000*	\$3.90			

**Evidence of Insurability Required*

**Short Term Disability
Lincoln Financial Group**

Coverage	Benefit	Elimination Period	Premium
Salary Protection 60%	Up to \$1500/week	14 days	Premium salary based

**Long Term Disability
Lincoln Financial Group**

Coverage	Benefit	Elimination Period	Premium
Salary Protection 40%	Up to \$4,000/month	12 weeks	No Cost to employee
Salary Protection 60%*	Up to \$6,000/month	12 weeks	Premiums age and salary based

**Evidence of Insurability may be Required*

PAID DAYS OFF PLAN - EFFECTIVE JANUARY 1, 2015

Length of CONTINUOUS Service	PTO Leave Employed Before 12/31/14	PTO Leave Employed After 1/1/15	Sick Leave Accrual Hours
0-4 Years Annual Accrual Maximum Accrual	8 Hours per Pay Period 192 Hours 264 Hours	7 Hours per Pay Period 168 Hours 228 Hours	2 Hours per Pay Period 48 Hours 480 Hours
5-9 Years Annual Accrual Maximum Accrual	9 Hours per Pay Period 216 Hours 300 Hours	8 Hours per Pay Period 192 Hours 264 Hours	48 Hours 480 Hours
10-14 Years & Dept. Heads w/<5 Years Service Annual Accrual Maximum Accrual	10 Hours per Pay Period 240 Hours 336 Hours	9 Hours per Pay Period 216 Hours 300 Hours	48 Hours 480 Hours
15 Plus Years & Dept. Heads w/>5 Years Service Annual Accrual Maximum Accrual	11 Hours per Pay Period 264 Hours 372 Hours	10 Hours per Pay Period 240 Hours 336 Hours	48 Hours 480 Hours
PTO To be eligible to accrue PTO hours, the employee must be in a benefits eligible category and eligible to earn leave accruals. Part-time Plus 20 leave accruals are based on the hours worked up to full-time accrual. Up to 48 hours may be cashed out or converted to Sick Leave on the employee's benefit service date. Up to 12 hours PTO may be used in the first three months of employment.			

SICK ABSENCE hours are paid from the first day if hospitalized or for outpatient surgery or stay in the observation unit, paid if ill at home more than 24 consecutive workhours (Doctor's excuse and approval of Department Director necessary), paid for FMLA entitlement according to schedule; cumulative to maximum of 480 hours; special provisions for employees who have reached the maximum accrual.

Rev. 1/1/2015

Schedule 3.22(a)

Owned Real Estate

Record title holder	MEMORIAL HOSPITAL AT GULFPORT
Address	11150 HWY 49 Gulfport, MS 39503
Legal description	COM AT SE COR OF NE1/4 OF SW1/4 SEC 9-7-11 S 89 DG 28 MN W 501.84 FT TO BEG S 89 DG 28 MN W 680.15 FT TO E MAR OF HWY 49 N 7 DG 44 MN W ALONG E MAR OF HWY 610.00 FT N 89 DG 28 MN E 759.42 FT S 0 DG 16 MN E 605.19 FT TO BEG CONTG 10 ACS
Parcel #	0808M-01-002.001

Owned Real Estate Clinic

Record title holder	MEMORIAL HOSPITAL AT GULFPORT
Address	1340 BROAD AVE, Suite 410 Gulfport, MS 39501
Legal description	-GULFPORT MEDICAL OFFICE BUILDING- 2.1 AC COM AT INTER OF E MAR OF BROAD AVE & S MAR OF OLD PASS RD SELY ALONG BROAD AVE 250 FT TO POB N 68 DG E 108.2 FT N 21 DG W 54.3 FT N 68 DG E 125.5 FT N 21 DG W 15.2 FT N 23 DG E 25.4 FT N 68 DG E 22.2 FT N 21 DG W 9.1 FT N 68 DG E 37.3 FT S 21 DG E 42.2 FT N 68 DGE 17.3 FT S 21 DG E 148.3 FT S 66 DG E 2.2 FT N 23 DGE 9 FT S 66 DG E 17.7 FT S 23 DG W 9 FT S 66 DG E 18.5 FT N 68 DG E 69 FT S 21 DG E 46.6 FT N 68 DG E 9.5 FT S 21 DG E 14.9 FT N 68 DG E 12.3 FT S 22 DG E 16.6 FT S 68 DG W 26.9 FT S 21 DG E 10.1 FT S 68 DG W 14 FT N 66 DG W 14.2 FT S 68 DG W 30 FT S 23 DG W 14.1 S 68 DG W 331.4 FT TO BROAD AVE NWLY ALONG RD 208.4 FT
Parcel #	0711J-05-009.001

Schedule 3.22(b)

Leased Real Property

None.

Schedule 3.22(c)

Permitted Encumbrances

1. Encroachments, overlaps, boundary line disputes, or other matters which are disclosed by the survey of E. Patrick Cassady and Associates, Inc. dated March 11, 1999.
2. Any adverse claim to any portion of said land which has been created by artificial means or has accreted to any such portion so created and riparian rights, if any.
3. Taxes or special assessments which are not shown as existing liens by public records.
4. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to, oil, gas, sand, clay and gravel in, on, and under the subject property.
5. General and special taxes or assessments for 1999 and subsequent years, not yet due and payable.
6. The quantity of square footage or acreage of the subject property.
7. Easement to Orange Utilities, Inc. set forth in Warranty Deed recorded in Deed Book 998 at Page 10, and as shown on survey of E. Patrick Cassady and Associates, Inc. dated March 11, 1999.
8. Easements as shown on warranty deed in Book 432 at Page 63 and Easement in Deed Book 222 at Page 519.
9. Easements recorded in Deed Book 933 at Page 173 as shown on Survey by Luther W. Guy, Jr., dated November 8, 1996.
10. Wooden walkway as shown on survey of E. Patrick Cassady & Associates, Inc. dated March 11, 1999, and the rights and claims of others arising out of use and maintenance of said walkway.
11. Encroachment of pavement along the east side of the subject property in and onto the easement recorded in Deed Book 998 at Page 10.
12. Encroachment of pavement along the west side of the subject property in and onto the right of way for U.S. Highway 49 as shown on survey of E. Patrick Cassady & Associates, Inc., dated March 11, 1999.
13. Encroachment of wooden storage shed owned by the U.S. Postal Service 0.4 feet onto the south line of subject property.
14. Flat Branch Creek along the east side of the subject property as shown on survey of E. Patrick Cassady & Associates, Inc., dated March 11, 1999, and any application or operation of the Public Trust Doctrine which may affect title to land which is in close proximity to bodies of water which are subject to the ebb and flow of the tide, such as the Gulf of Mexico.
15. Light pole, power pole, phone box, fire hydrant, water meter, gas sign, timber retaining wall, chain link fence, wood fence, sewer line and various manholes as shown on survey of E. Patrick & Cassady & Associates, Inc., dated March 11, 1999.

Schedule 3.23

Environmental

1. Matters disclosed in that certain letter to W. L. Pilgrim Construction Company prepared by Ray Davis, Public Engineer, dated November 2, 1998.
2. Matters disclosed in that certain Phase I Environmental Site Assessment for the CPC Sand Hill Hospital, prepared by Professional Service Industries, Inc., dated November 12, 1996.
3. Matters disclosed in that certain Phase I Environmental Site Assessment for the CPC Sand Hill Hospital, prepared by Envirosync, dated March 26, 1999.
4. Matters disclosed in the Closure Report from Mississippi Department of Environmental Quality dated 10/16/2003.
5. Matters disclosed in the Reports of Analytical Results from Magnolia Scientific Services, Inc., dated 9/16/2003.

Schedule 3.24(a)

Intellectual Property; IT Security; Data Privacy

Intellectual Property Assets related to Business

	Owner	Location	Item	Account/ID
1.			Alarm Lines	228-832-1048
2.			Emergency Lines	228-539-0157
3.			INADS (Avaya)	228-832-4894
4.			Main Number Add-ins (hi vol, dir list, etc.)	228-831-1700
5.			PRI Voice	228-863-2302
6.			T1 to Courthouse (state contract rate)	228-M22-6268
7.			ASE Network	M2.KQFN.820324.SC
8.			Long Distance (VHA pricing)	1001-153-5365
9.			Toll Free Number (VHA pricing)	800-831-1700

Hospital's IP:

www.gulfportmemorial.com/behavioral-health, which will not be a Purchased Asset, but will specifically be an Excluded Asset. MHG shall shut down this page of its website post-Closing.

Schedule 3.24(b)

None.

Schedule 3.26

Litigation and Investigations

1. A Statement of Deficiencies was compiled by the Mississippi State Department of Health on November 29, 2016; Plans of Correction were submitted on December 15, 2016 and December 21, 2016.
2. Case No. 24CII:17-cv-00100, M. Doe v. McMurray *et al.* was filed May 4, 2017 in the Second Circuit Court District of Mississippi (Harrison Circuit Court-Gulfport).
3. On September 26, 2017, MHG received via hand delivery a Mississippi Tort Claims Act Notice from Michael Crosby (dated September 25, 2017) on behalf of DP, a minor, by and through her mother, Raven Johnson.
4. On October 6, 2017, MHG received a Notice of Claims from Conway & Associates, P.C. (dated October 5, 2017) re: Shaetaura Piernas, individually and on behalf of her minor child, JH-P.

Workers Compensation Reported Injuries 8/1/2016 - 8/1/2017

*For Pending, note that these were noticed to the carrier but no action has been threatened or is pending from the employee. These remain open solely due to Seller's policy that claims of this nature are not closed until 12 months after the reporting has passed.

Date of Loss	Covg	Name	Date of Loss	Claim #	Claim Entry Date	Date Opened	Date Closed	Days Open	Status	Type	Total Paid	Outstanding Reserve
9/18/2016	WC	Fitzhugh, Cynthia	9/18/2016	16S14G8867633	9/27/2016	9/29/2016		338	Open	Ind	\$47,154.36	\$101,314.28
10/23/2016	WC	Wilson, Amber	10/23/2016	RPO_G946405	11/30/2016			0	*Pending	Inc	\$0.00	\$0.00
11/2/2016	WC	Fortenberry, Howard	11/2/2016	RPO_G897888	11/4/2016			0	*Pending	Inc	\$0.00	\$0.00
1/20/2017	WC	Stewart, Edward	1/20/2017	RPO_F004997	1/30/2017			0	*Pending	Inc	\$0.00	\$0.00
2/6/2017	WC	Ogletree, Clara	2/6/2017	RPO_F034465	2/28/2017			0	*Pending	Inc	\$0.00	\$0.00
2/7/2017	WC	Levens, Nicole	2/7/2017	RPO_F034436	2/28/2017			0	*Pending	Inc	\$0.00	\$0.00
5/8/2017	WC	Suarez, Randy	5/8/2017	RPO_F109860	5/12/2017			0	*Pending	Inc	\$0.00	\$0.00
7/13/2017	WC	Chastka, Shawn	7/13/2017	RPO_F212301	7/14/2017			0	*Pending	Inc	\$0.00	\$0.00
7/13/2017	WC	Marshall, Jonett	7/13/2017	17S14F212422	7/14/2017	7/20/2017		44	Open	Ind	\$500.73	\$24,319.17

Date of Loss	Covg	Name	Total Incurred	Net Incurred	Paid (Med)	Paid (TTD)	Paid (PPD)	Paid (TPD)	Paid (Other)	Reserve (Med)	Reserve (TTD)	Reserve (Other)
9/18/2016	WC	Fitzhugh, Cynthia	\$148,468.64	\$148,468.64	\$28,187.24	\$5,268.64	\$0.00	\$0.00	\$13,698.48	\$85,312.76	\$4,500.00	\$11,501.52
10/23/2016	WC	Wilson, Amber	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11/2/2016	WC	Fortenberry, Howard	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1/20/2017	WC	Stewart, Edward	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2/6/2017	WC	Ogletree, Clara	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2/7/2017	WC	Levens, Nicole	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5/8/2017	WC	Suarez, Randy	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7/13/2017	WC	Chaska, Shawn	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7/13/2017	WC	Marshall, Jonett	\$24,819.90	\$24,819.90	\$56.44	\$421.99	\$0.00	\$0.00	\$22.30	\$17,143.56	\$3,797.91	\$3,377.70

Date of Loss	Covg	Name	DEPARTMENT	Loss Cause Group	Loss Cause Detail	Loss Type Detail	Body Part Group
9/18/2016	WC	Fitzhugh, Cynthia	8847 MBH ENV SVCS	FALL, SLIP OR TRIP INJURY	SLIP/TRIP/FALL	BUMP BRUISE	NECK
10/23/2016	WC	Wilson, Amber	6832 MBH ACUTE ADOLESCENTS	MISCELLANEOUS CAUSES	SCABIES	NO INJURY	HEAD
11/2/2016	WC	Fortenberry, Howard	6834 MBH ACUTE PRE ADOLESCENTS	STRUCK OR INJURED BY	BITE	BITE	UPPER EXTREMITIES
1/20/2017	WC	Stewart, Edward	6832 MBH ACUTE ADOLESCENTS	STRUCK OR INJURED BY	COMBATIVE PATIENT	SCRATCH/IRRITATION	UPPER EXTREMITIES
2/6/2017	WC	Ogletree, Clara	6950 BEHAVIOR HEALTH OP	MISCELLANEOUS CAUSES	UNKNOWN	ALLERGIC REACTION	TRUNK
2/7/2017	WC	Levens, Nicole	6950 BEHAVIOR HEALTH OP	MISCELLANEOUS CAUSES	UNKNOWN	ALLERGIC REACTION	TRUNK
5/8/2017	WC	Suarez, Randy	6836 MBH ADULT	MISCELLANEOUS CAUSES	ASSAULT	SORENESS/PAIN	LOWER EXTREMITIES
7/13/2017	WC	Chastka, Shawn	6836 MBH ADULT	STRUCK OR INJURED BY	COMBATIVE PATIENT	BUMP BRUISE	HEAD
7/13/2017	WC	Marshall, Jonett	6832 MBH ACUTE ADOLESCENTS	STRUCK OR INJURED BY	COMBATIVE PATIENT	SORENESS/PAIN	LOWER EXTREMITIES

Date of Loss	Covg	Name	Body Part Detail	Accident Description	Suit Filed (Y/N)	Disposition Notes
9/18/2016	WC	Fitzhugh, Cynthia	NECK	Fell down stairs as leaving from work hit neck	N	Dr. Kimber said if conservative treatment fails, clmt may be a candidate for an ACDF. Clmt continue working. She is working for Pilot Gas station. Clmt's next follow up is set for 9/13/17.
10/23/2016	WC	Wilson, Amber	SCALP	Lice exposure and subsequent infestation	N	No further f/u
11/2/2016	WC	Fortenberry, Howard	HAND RIGHT	Bitten and spit on by patient	N	First aid only. No further f/u
1/20/2017	WC	Stewart, Edward	WRIST RIGHT	Slight scratch to right wrist	N	First aid only. No further f/u
2/6/2017	WC	Ogletree, Clara	RESPIRATORY SYSTEM	Allergic reaction when she comes into work - rash	N	Report only no care under w/c.
2/7/2017	WC	Levens, Nicole	RIBS RIGHT	Allergies and sinus probs relates it to enviro.	N	No care - sinus per Ee
5/8/2017	WC	Suarez, Randy	KNEE LEFT	Patient kicked him in left knee	N	Report only no care
7/13/2017	WC	Chastka, Shawn	NOSE	Struck with tray by combative patient on nose	N	Report only no care.
7/13/2017	WC	Marshall, Jonett	HIPS	Resistant patient caused ee to fall onto right hip	N	Dr. Pessoney last saw clmt on 7/26/17. Clmt reported some mild pain but Dr. Pessoney released clmt to full duty work, MMI. Clmt RTW full duty effective 7/27/17.

Schedule 3.27(k)

Audit and Investigation of Compliance Program

None.

Schedule 3.28(m)

Meaningful Use

Physician	Satisfied Meaningful Use 2015 and 2016	Satisfied Clinical Quality Reporting 2015 and 2016	Medicaid Attestations to CEHRT or Meaningful Use
Brad Berger, M.D.	Yes	Yes	Yes
Barbara Murray, M.D.	Yes	Yes	Yes
Tongii Shavers, M.D.	Yes	Yes	Yes
James Rusch, M.D.	Yes	Yes	Yes
Stephen James, M.D.	Yes	Yes	Yes
Pedro Munera, M.D.	Yes	Yes	Yes
Dana Harbison, M.D.	Yes	Yes	Yes

Schedule 3.29

Certain Business Relationships with the Seller

None.

Schedule 3.30

Third Party Payors

Five (5) Largest Third Party Payors	
Name	Prepay Audits, Investigations
1. UnitedHealthcare (MississippiCAN)	None
2. Self Pay	None
3. Medicaid of Mississippi	None
4. Medicare	None
5. Tricare Region South	None

Five (5) Largest Suppliers	
Name	Termination
1..CSA, INC	No
2. Morrison Dickson	No
3. Zimmer	No
4. St. Jude	No
5. Stryker	No

Schedule 5.7

Buyer's Legal Proceedings

Schedule 5.8

Purchaser Compliance

Schedule 8.8

Exceptions to Covenant Not to Compete

Notwithstanding anything in Section 8.8 of the Agreement, Seller shall not be in violation of the restrictions set forth therein with regard to the following:

- (a) any care provided by Seller or any Affiliate of Seller in any emergency department;
- (b) any service provided by Seller or any Affiliate in an acute care setting which is accompanied by or incidental to a general medical condition which requires the patient's presence at a facility owned or operated by Seller or an Affiliate of Seller; and
- (c) any service provided by Seller or any Affiliate of Seller in a primary care, urgent care, health center or outpatient setting by social workers, psychologists or psychiatrists to evaluate and determine appropriate courses of treatment.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, URGING THE MISSISSIPPI LEGISLATURE TO ALLOW MUNICIPALITIES TO SUBMIT DEBTS OWED TO MUNICIPALITIES AND TO THE STATE OF MISSISSIPPI AS A RESULT OF DELINQUENT TRAFFIC FINES AND FEES TO THE MISSISSIPPI DEPARTMENT OF REVENUE FOR COLLECTION THROUGH A SETOFF AGAINST STATE INCOME TAX REFUNDS OWED TO THE DEBTOR

WHEREAS, the City Council of the City of Gulfport, Mississippi the “City”, is owed \$22,398,117 in unpaid and outstanding traffic fines and fees by persons of this State that cannot be written off by the City and if collected could assist to enhance City services for its citizens;

WHEREAS, if the Mississippi Legislature allows municipalities to submit debts owed to them to the Mississippi Department of Revenue to setoff against income tax refunds owed to the debtor, then the State shall be entitled to approximately fifty percent (50%) of any recouped outstanding fines and fees owed to the municipality;

WHEREAS, by allowing said debt setoff the State would receive approximately \$11,199,059, which amount is fifty percent (50%) of the City’s unpaid and outstanding traffic fines and fees;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City that it strongly urges the Mississippi Legislature to support and pass legislation to allow municipalities to submit debts owed to them and the State to the Mississippi Department of Revenue for collection through a setoff against income tax refunds owed to the debtor.

Following the reading of the foregoing resolution, Councilman_____ seconded the motion for its adoption. The President put the question to a vote, and the members voted unanimously to adopt the Resolution.

The motion having received the unanimous affirmative vote of the City Council of the City of Gulfport, Mississippi, the President declared the motion carried and the resolution adopted, on this the ____ day of _____, 2017.

APPROVED: _____

President

ATTEST:

City Clerk

[SEAL]

Memorandum – City of Gulfport

To: Margaret Murdock, Legal

CC: Mayor Billy Hewes

Dr. John Kelly, CAO

Wayne Miller, P.E., Public Works

Linda Elias, Finance

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

Date: 11/9/17

Re: Recommendation to Approve Memorandum of Understanding (Final Version
By MDOT)

- Dedeaux Road from Three Rivers Road to DeDe Drive
- City of Gulfport, Mississippi
- STPD-9370-00(004) LPA/104866-801000

Attached for your consideration is the referenced Memorandum of Understanding (MOU). This MOU is required by the Mississippi Department of Transportation (MDOT) in order to receive federal funding. This MOU will replace the existing MOU approved by the City.

This project is designed to widen Dedeaux Road from two (2) lanes to four (4) lanes from the intersection of Three Rivers Road eastward to DeDe Drive. This will include a median, sidewalks, streetlights, drainage improvements, and utility adjustments for approximately 3,000 feet.

The current anticipated total cost of the construction for this project is \$6,812,895.00. Gulf Regional Planning Commission (GRPC) has approved the funding and the City has set aside the required 20% City match for construction.

I recommend approval contingent on the approval of the Mississippi Department of Transportation. Please place this item on the November 21, 2017 Council Agenda.

Attachments:

1. Chuck Starita, P.E. letter dated 10/30/17
2. Memorandum of Understanding

DEPARTMENT OF ENGINEERING

Tom King
Southern District Commissioner
Kelly R. Castleberry
District 6 Engineer

P. O. Box 551
Hattiesburg, MS 39403-0551
Telephone (601) 544-6511
FAX (601) 544-0227



Melinda L. McGrath
Executive Director
James A. Williams, III
Deputy Executive Director/Chief Engineer
Lisa M. Hancock
Deputy Executive Director/Administration
GoMDOT.com

16499-B Highway 49, Saucier, Mississippi 39574-9740
October 30, 2017

Honorable Billy Hewes
Mayor, City of Gulfport
2309 15th Street
Gulfport, MS 39502

RE: Replacement Memorandum of Understanding, MOU
Dedeaux Road Widening
Federal Aid Project STPD-9370-00(004)LPA/104866-801000

Dear Mayor Hewes,

Attached are the duplicate copies of the Replacement Memorandum of Understanding, MOU, for the above referenced project for your review and processing. The MOU outlines responsibilities and funding as required by the MDOT project development manual, PDM, for federal funding. Please execute the MOU in duplicate and return with governing council or board minutes signifying approval. Please mail to:

Mississippi Department of Transportation
Attn: David Seyfarth
16499-B Highway 49
Saucier, MS 39574-9740

In accordance with the MOU, please remember to include the MDOT in any public relations activities or press release for this project. The MDOT public relations liaison for District VI is Michael Flood, telephone number 601-359-7020. Should you need additional information, contact my office at 228-832-0682.

Sincerely,

A handwritten signature in black ink that reads "Chuck Starita". The signature is written in a cursive, slightly slanted style.

Chuck Starita, PE
Asst. District 6 LPA Engineer

cc: Project File 16-10 w/ attachments

REPLACEMENT
Memorandum of Understanding

STPD-9370-00(004)LPA/104866-801000
Dedaux Road
Gulfport, Mississippi

This Replacement Agreement is made between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (hereinafter referred to as the "COMMISSION"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and City of Gulfport (hereinafter referred to as the "LPA"), for the purpose of establishing the conditions under which the LPA may utilize federal funds and to specify acts required to complete the proposed project as described below, effective as of the date of the last execution by the Commission.

WHEREAS, the LPA has announced its intentions to widen Dedaux Road; (hereinafter referred to as the "PROJECT"), and the COMMISSION is hereby consenting to allow the LPA to manage the PROJECT under the terms and provisions of this Memorandum of Understanding; and

WHEREAS, it is anticipated that approximately \$6,812,895 in federal funds (80% federal match and 20% local match) are available for the construction of the PROJECT, and the above mentioned federal funds will expire if they are not obligated on or before N/A. The above funds are subject to normal reductions and obligational limitations; and

WHEREAS, the LPA will be responsible for all PROJECT cost over and above the maximum amount of Federal Funds allocated to the PROJECT by the COMMISSION, and the MDOT requires the LPA to provide the local share (local match) previously stated; and

WHEREAS, the COMMISSION and the LPA desire to set forth more fully the understanding of the parties with respect to the process by which this will be accomplished, and this document supersedes all other agreements related to the above-described PROJECT unless herein specified.

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

ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The LPA, which is hereby designated as the Local Sponsor for the purposes herein, hereby contracts, covenants and binds itself to the following responsibilities, duties, terms and conditions:

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

2. The LPA shall follow the procedures set out in the latest online version of the Project Development Manual (PDM) for Local Public Agencies that are necessary for the PROJECT including, but not limited to, project activation, consultant selection, request and/or develop and follow all necessary permits, environmental process, preliminary design, Right of Way acquisition, advertisement for and selection of a contractor, construction oversight, and project close out.
3. The LPA shall submit to the MDOT four (4) complete sets of "as-built" plans in printed form and the original electronic files in a format that is compatible with Microstation prior to MDOT acceptance. Upon request, MDOT may waive this requirement for selected projects.
4. The LPA shall be responsible for all maintenance and operation of the PROJECT during and after completion so that the federal investment in the PROJECT is preserved. If maintenance is not performed, as appropriate, future federal funds may be withheld for any projects in the jurisdiction of the local agency, or the Commission may seek recovery of project funds through all available legal actions.
5. The LPA shall follow and abide by any and all federal requirements, specifically, but not limited to, the provisions that no retainage shall be withheld from installment payments to the construction contractor.
6. The LPA agrees that if any act of omission or commission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA will be solely responsible for all additional costs.
7. In compliance with State Law, the LPA shall pay all payments owed to Contractors and Consultants according to the terms of the contract, and in all instances payments shall be made within forty-five (45) days from the day they were due and payable. MDOT reserves the right to withhold Federal reimbursement until adequate proof of payment has been produced by the LPA.

Excepted from this requirement are payments to railroads for any work included in the PROJECT. Payments to railroads, their consultants or contractors, for work included in the PROJECT, may be made by MDOT, in its sole discretion. Payments made by MDOT to railroads, their consultants or contractors shall come from the funds obligated for the PROJECT.
8. The LPA shall be solely responsible for payment of any and all funds required to complete the PROJECT, over and above the available federal aid funds for the PROJECT.
9. All contracts and subcontracts shall include a provision for compliance with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified in the Mississippi Code of 1972, as amended (Sections 71-11-1 and 71-11-3), and any rules or regulations promulgated by the COMMISSION, the Department of Employment Security, the State Tax Commission, the Secretary of State, or the

Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, et seq., Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a); 8 USC, Section 1324a.

10. The LPA will be required to acknowledge MDOT and FHWA in all public relations efforts for a project including press releases; materials for groundbreakings, ribbon cuttings or other public events; and any other public information or media resources by notifying the MDOT Public Affairs Division, 601-359-7074, comments@mdot.ms.gov. At a minimum, the following example sentence should be included:

"This project was funded by the Mississippi Department of Transportation and the Federal Highway Administration."

When appropriate, an invitation should be extended to MDOT Public Affairs for the Transportation Commissioner, MDOT Executive Director or other designee to speak at any official public ceremony for this project.

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

12. The LPA will be required to submit to the District LPA Coordinator monthly progress reports through the Notice to Proceed for construction, which shall include, but not be limited to, the work which has been completed that month and the planned work for the upcoming month. The LPA will also provide a project progress schedule which will report project milestones and the target date for the LPA's request for Ad Authority. These project milestones are to be updated once any milestones are missed.

13. The LPA agrees to maintain, and make available to Commission, a sufficient accounting system with proper internal controls and safeguards. The accounting system and its controls should at all times maintain adequate recording and reporting of federal funds received by the LPA. If sufficient internal controls over the LPA's federal funding are not maintained, federal funds may be withheld and future transportation projects will not be considered.

14. The LPA agrees that any planning studies prepared or produced, as part of, or in conjunction with, this project, shall in no way obligate the Commission to any other terms or conditions other than those stated herein.

15. The LPA, being classified as a lower tier participant in federal funding, certifies, by execution of this agreement, that neither it nor those individuals or entities with which it contracts are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

B. THE COMMISSION WILL:

1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with MTC and FHWA approval and that all costs of the improvements that are not covered by federal funds are borne by the LPA.

2. Enter into cooperative agreements or permits necessary to allow the LPA access to the property of the COMMISSION for the purposes of constructing the proposed transportation improvements.

3. Work with the LPA, through the District LPA Coordinator, during the various phases of the work with the goal of producing a project that will be acceptable to the COMMISSION upon completion.

4. Review all submittals in a timely manner, in accordance with the PDM, to allow the project to progress in an orderly fashion.

5. During the progress of the PROJECT, assist the LPA in obtaining reimbursements of federal funding for any phase that is eligible for reimbursement. All costs associated with this process, and any other involvement by the MDOT staff in this PROJECT, may be charged as a project cost.

6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.

7. In its discretion, make payments to railroad companies, their consultants or contractors for work on railroads included in the PROJECT. The payments made shall come from project funds obligated for the PROJECT.

ARTICLE II. GENERAL PROVISIONS

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

B. This Memorandum of Understanding shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice shall not, however, cancel any contract made in reliance upon this agreement and underway at the time of termination. Any contract underway shall be allowed to conclude under its own terms.

The LPA agrees to bear complete and total legal and financial responsibility for any such agreement. Additionally, funds may be suspended/terminated under the provisions of Section F.

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

D. Should the LPA miss the obligation deadline set in this MOU, MDOT reserves the right to obligate funds for the project as obligation authority becomes available, and may not authorize the obligation of those funds until after the obligation of other projects that are set to meet their individual deadlines

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

1. Failure to proceed with the work when so instructed by the MDOT or to adhere to the requirements of the contract.
2. Failure to perform the work with sufficient workmen, equipment and materials to assure completion within contract time.
3. Performing unacceptable work, or neglecting or refusing to remove materials or to perform any such work as may be rejected as unacceptable.
4. Discontinuing the prosecution of the work.
5. Failure to comply with all federal, state and local laws, ordinances, regulations, permits, and all orders and decrees of bodies or tribunal's having jurisdiction or authority which affect those engaged or employed on the work or affect the conduct of the work.
6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency.
7. Allowing a final judgment to stand unsatisfied.
8. Making an assignment for the benefit of creditors.
9. Failure to deal with all storm water issues as defined in the permit and/or PDM.
10. Failure to properly maintain any project that uses federal funds may cause future federal funds to be withheld for any projects in the jurisdiction of the local agency.
11. Failure for any other cause whatsoever to carry on the work in an acceptable manner.

F. It is understood that obligation authority is uncertain and should MDOT or the MPO exceed its obligation authority for the year, the LPA understands that it be may be required to move the project to another fiscal year for the funds to be obligated.

Before federal Funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions which make termination of funds imminent. If no effective effort has been made by the LPA, its agents, employees, contractors or subcontractors, to correct the conditions of which complaint is made, within fifteen (15) calendar days after notice is given, the Executive Director may declare the Federal Funds suspended for the PROJECT and notify the LPA accordingly. The LPA will then have forty-five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the federal funds for the PROJECT terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement, for all work satisfactorily completed during the forty-five days period.

G. In the event that circumstances call for MDOT to expend staff time and other resources to address issues on the PROJECT, then MDOT time may be charged to the PROJECT. Assessing charges to a project is within the sole discretion of MDOT. Any charges made will impact the amount of funds available to reimburse the LPA, and therefore the LPA's contribution to the PROJECT may increase.

ARTICLE III. NOTICE & DESIGNATED AGENTS

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

For Contractual Administrative Matters:

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

LPA:
Billy Hewes, Mayor
City of Gulfport
2309 15th Street
Gulfport, MS 39502
Phone: (228) 868-5810
Fax: (228) 868-5800

For Technical Matters:

COMMISSION:
David Seyfarth, District 6 LPA Coordinator
MDOT
16499-B Hwy 49
Saucier, MS 39574
Phone: (228) 832-0682
Fax: (228) 832-0681

LPA:
Robert K. Riemann, City Engineer
City of Gulfport
4050 Hewes Avenue
Gulfport, MS 39507
Phone: (228) 868-5815
Fax: (228) 868-5822

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

ARTICLE IV. RELATIONSHIP OF THE PARTIES

A. The relationship of the LPA to the COMMISSION is that of an independent contractor, and said LPA, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the COMMISSION by reason hereof. The LPA will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the COMMISSION, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

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

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

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

ARTICLE VI. MISCELLANEOUS

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

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ARTICLE VII. AUTHORITY TO CONTRACT

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

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

So agreed this the _____ day of _____, 20____.

City of Gulfport, Mississippi



Attested:

(Appropriate clerk etc)

So agreed this the _____ day of _____, 20____.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

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

Book _____, Page _____,

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 PRELIMINARY ENGINEERING SERVICES CONTRACT WITH NEEL-SCHAFER, INC., FOR DESIGN SERVICES RELATED TO THE SEAWAY ROAD PEDESTRIAN PATHWAY PROJECT, TO AUTHORIZE THE MAYOR TO EXECUTE SAID CONTRACT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to design and construct a pedestrian pathway along Seaway Road; and

WHEREAS, professional design services are required to undertake the Seaway Road Pedestrian Pathway Project, which as contemplated, will involve the installation of 17,000 linear feet of 10 foot wide pedestrian pathway along the south side of Seaway Road; and

WHEREAS, a proposed Preliminary Engineering Services Contract with Neel-Schaffer, Inc., is attached hereto for consideration as Exhibit “A” hereto; and

WHEREAS, approval of the Preliminary Engineering Services Contract with Neel-Schaffer, Inc., in the form attached hereto as Exhibit “A” is believed to be 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 Preliminary Engineering Services Contract with Neel-Schaffer, Inc., and it is hereby approved in substantially the form as is found in Exhibit “A” to this

resolution, and the Mayor is, hereby, authorized to execute the same on behalf of the City of Gulfport.

SECTION 3. That this Resolution shall be in effect 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

Memorandum – City of Gulfport

To: Connie Debenport, Purchasing

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

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

Date: 11/9/17

Re: **Recommendation to Approve Preliminary Engineering Services**
- Seaway Road Pedestrian Pathway
- STP-9178-00(003) LPA/107512-701000

Attached for your consideration is the Contract Agreement for Preliminary Engineering Services with Neel-Schaffer, Inc. for the referenced project. The cost of these services shall not exceed \$120,792.14. The scope of the services includes, but is not limited to, environmental studies, field surveying, roadway/pedestrian design, landscaping, streetlights, pedestrian/traffic signal design, and preparation of construction plans.

The project shall be designed to install 17,000 L.F. of 10 ft. wide pedestrian path along the south side of Seaway Road.

The current total project amount is \$985,380.00 to complete the project. This will require a 20% City match or \$197,076.00. Funding for Preliminary Engineering may be used toward Special Match Credit. Funding is in place for the project from an existing capital account.

I recommend approval, contingent on the approval of the Mississippi Department of Transportation. Please place this item on the November 21, 2017 Council Agenda.

Attachments:

1. Contract Agreement for Preliminary Engineering Services
2. MDOT Email dated 11/8/17
3. Steve Twedt letter dated 11/8/17

PRELIMINARY ENGINEERING SERVICES CONTRACT

Seaway Road Pathway Project
STP-9178-00(003)LPA/107512-701000
Harrison County

THIS CONTRACT, is made and entered into by and between the *City of Gulfport*, a body Politic of the State of Mississippi (the "LPA"), and, *Neel-Schaffer, Inc.* (the "CONSULTANT"), a *Corporation*, duly registered to do business in the State of Mississippi, whose address for mailing is *772 Howard Avenue, Biloxi, MS 39530*, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform *design phase services for a pathway along Seaway Road from Three Rivers Road to Highway 605*, as provided for in Project No. goes here, hereinafter called the "PROJECT"; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform engineering services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those services, and the LPA has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract;

WHEREAS, the CONSULTANT herein was chosen through the LPA Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, Engineering and Design Related Service Contracts, 23 C.F.R. Part 172 (as amended) and found satisfactory;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby contract and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards (and any MDOT or LPA standards identified

in Exhibit 2) as to general format and content and in addition thereto, any special requirements of the LPA.

THE LPA, in support of CONSULTANT will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract or subsequently directed by MDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA or until *December 31, 2018*, at 11:59 PM CDT, at which time this CONTRACT shall absolutely and finally terminate.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the LPA which has been incorporated herein as a part of "Exhibit 2", which when approved by final execution of this CONTRACT shall control the evaluation of the CONSULTANT's progress on this PROJECT. A copy of the progress schedule, indicating the actual time expended on specific portions of this project, shall be submitted along with an estimated percentage completed with each monthly statement.

A Notice to Proceed shall be issued under authority from the LPA within 30 days after final execution of this CONTRACT. The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 3".

B. Monthly Billing

The CONSULTANT must submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4".) All billing must be submitted in accordance with the Local Public Agency Consultant Operating Procedures. Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. **Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.**

The CONSULTANT further agrees that FHWA or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of the CONTRACT be funds of the United States of America.

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subconsultants, assignees or transferees.

D. Retainage

The LPA shall retain the final 25% of the CONSULTANT's Fixed Fee until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT shall clearly indicate on its last Invoice for the CONTRACT that the Invoice is "FINAL". The LPA will confirm that the CONTRACT is ready to be closed and the "FINAL" Invoice may be paid. All "FINAL" invoices shall pay any retainage withheld on the CONTRACT. However, under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the CONTRACT. The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation. The CONSULTANT shall submit their "FINAL" invoice no later than 45 days following termination of the CONTRACT.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies and maps prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, studies and maps prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its breaches, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits, and including any technical specifications and special requirements of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subconsultants during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subconsultants will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish proof of insurance through Certificates of Insurance and, at the LPA's request, copies of insurance policies of the following:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Commercial General Liability Insurance with a minimum combined limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence.
- C. Errors and Omissions (Professional Liability) Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim; One Million Dollars (\$1,000,000.00) annual aggregate.
- D. Comprehensive Automobile Liability Insurance, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subconsultant or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, the CONSULTANT agrees to obtain from said subconsultant or other personnel, certificates of insurance demonstrating that said subconsultant or other personnel shall have sufficient coverage, or the CONSULTANT agrees to include said subconsultant or other personnel within the CONSULTANT'S coverage for the duration of this PROJECT or phase for which said subconsultant or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the entire term of the CONTRACT. The LPA shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should the CONSULTANT cease to carry the errors and/or omissions coverage listed above for any reason, it shall obtain "tail" or extended reporting period coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer.

All insurance carriers shall be licensed and in good standing with the Office of the Insurance Commissioner of the State of Mississippi.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to beginning any work under this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required insurance are in full force and effect. All policies of required insurance shall give thirty days written notice to the LPA before the effective date of cancellation or reduction in limits of any required insurance.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the Mississippi Department of Transportation. For breach or violation of this warranty, the LPA shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLES XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of the Mississippi Department of Transportation, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the contract maximum not to exceed amount, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no circumstances will CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the LPA to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subconsultant cost estimates for review and written concurrence of the LPA in advance of their execution.

The CONSULTANT shall make prompt payment to all subconsultants no later than 15 days from receipt of each payment the LPA makes to the CONSULTANT. Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all Subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain in the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights

to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This

Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in **Harrison** County, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in **Harrison** County, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.

- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subconsultants and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT
- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

- (1) cancel the stop work order; or
- (2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT and/or the LPA may notify the CONSULTANT, in writing, of the MDOT or the LPA's intentions to ask the LPA or CONSULTANT to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT or the LPA, the CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

- B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.
- C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

LPA:

For Contractual Matters:
Mayor Billy Hewes
City of Gulfport
P.O. Box 1780
Gulfport, MS 39501
Phone: 228-868-5700
Fax: 228868-5800
mayorsoffice@gulfport-ms.gov

For Technical Matters:
Kris Riemann
City of Gulfport
4050 Hewes Avenue
Gulfport, MS 39507
Phone: 228-868-5815
Fax: 228-214-4413
kriemann@gulfport-ms.gov

CONSULTANT:

For Contractual Matters:
Steven A. Twedt, P.E.
Neel-Schaffer, Inc.
772 Howard Avenue
Biloxi, MS 39503
Phone: 228-374-1211
Fax: 228-374-1216
Steve.twedt@neel-schaffer.com

For Technical Matters:
Geoffrey Crosby, P.E.
Neel-Schaffer, Inc.
704 Hardy Street
Hattiesburg, MS 39401
Phone: 601-545-1565
Fax: 601-545-2267
Geoffrey.crosby@neel-schaffer.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors:

P.E. # 11221 _____
Surveyor # _____

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors:

P.E. # 19984 _____
Surveyor # _____

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the ____ day of _____, 20__.

City of Gulfport

Billy Hewes, Mayor

WITNESS this my signature in execution hereof, this the 8th day of November, 2017.

Neel-Schaffer, Inc.

BY: _____

Steve A. Twedt, P.E.

ATTEST: _____

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
2. Scope of Work
3. Fees and Expenses.
4. Sample Invoice
5. Notice to the CONSULTANT
6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.
7. Certification of LPA
8. *{This Exhibit was intentionally left blank}*
9. Prime Consultant EEV Certification and Agreement

EXHIBIT 1

{{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}}

CORPORATE RESOLUTION

I, J. Clark Robinson, hereby certify that I am the duly and qualified Corporate Secretary of Neel-Schaffer, Inc., a Mississippi Corporation; that the following is a true and correct copy of a resolution duly adopted by the Executive Committee of the Senior Management Team of said corporation at a Special Meeting of the Executive Committee convened and held in said accordance with the bylaws on the 1st day of January 2017 and that said resolution is now in full force and effect:

RESOLVED, that Neel-Schaffer, Inc. is desirous of entering into engineering services agreements, work assignments, and change orders with the Mississippi Transportation Commission and LPA's within the State of Mississippi.

WHEREAS, such contract documents require the signature of a company officer or official empowered to bind the consultant to the provisions of the agreements, work assignments and change orders.

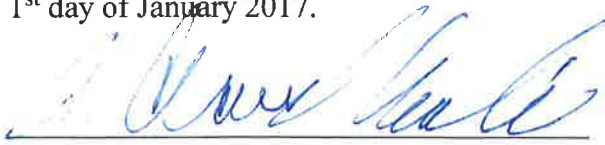
WHEREAS, Neel-Schaffer has several employees who are responsible for the preparation and management engineering services agreements, work assignments and change orders with the Mississippi Transportation Commission and LPA's within the State of Mississippi.

NOW, THEREFORE, BE IT RESOLVED, that:

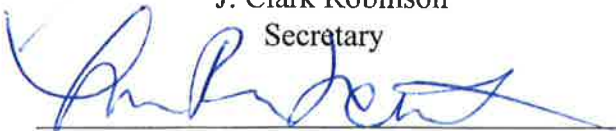
Robert R. Walker – Area Manager and Senior Vice President
Mark G. Bailey – Senior Engineer Manager and Vice President
Cindy Rich – Engineer Manager and Vice President
Keith Purvis – Engineer Manager and Vice President
Kevin Stafford – Engineer Manager and Vice President
Steve Twedt – Area Manager and Vice President
Mike Essary – Sr. Engineer Manager and Vice President
Vincent Malavasi – Engineer Manager and Vice President
Jonathan Kiser – Engineer Manager and Vice President

are hereby authorized and empowered to sign all engineering services agreements, work assignments and change orders with the Mississippi Transportation Commission.

IN WITNESS WHEREOF, I have affixed my name as Secretary of said corporation this 1st day of January 2017.



J. Clark Robinson
Secretary



Witness



EXHIBIT 2

Scope of Work

This CONTRACT includes preliminary engineering and necessary field surveying for a multiuse path construction for a multiuse pathway along Seaway Road from Three Rivers Road to Highway 605 located in Gulfport, Harrison County, Mississippi. The CONSULTANT will assist the LPA in monitoring the funding and estimated costs for the project.

The CONSULTANT shall prepare all plans, specifications, and provide a State Estimate (PS&E Assembly) as indicated in the LPA Project Development Manual.

The following engineering services shall be performed by the CONSULTANT on behalf of the Local Public Agency (LPA) in accordance with this CONTRACT at the direction of the LPA, unless otherwise modified by the Mississippi Department of Transportation (MDOT).

A project schedule is required. Work progression is to proceed in accordance with the attached agreed project schedule. The following engineering services shall be performed by the CONSULTANT in accordance with this CONTRACT and the latest Project Development Manual (PDM) for the LPA at the time of the execution of this contract. Where this CONTRACT and the PDM differ, the PDM shall govern.

A monthly status report along with an updated project schedule is required. This report is to be submitted by the 7th of each month to the LPA for their signature and then submitted to the District LPA Coordinator. This monthly report is to be submitted by the CONSULTANT and will update the LPA on the status of the project. Recent milestones in plan development, such as the submittal of plans for review, shall be documented. Also, the target dates for the future milestones should be included.

Surveys shall at all times comply with the following:

1. MDOT Survey Manual;
2. Mississippi Board of Registration for Professional Engineers and Land Surveyor's "Standards of Practice for Surveying" in Mississippi. All traverses and right of way monument locations (being set) shall meet with Class "A" of the standards of practice specifications and traverses shall be properly adjusted according to good surveying practices. Side ties or other locations of improvements or features shall meet the class specification normally required by said minimum standards;
3. Land Surveying laws as defined in the Mississippi Code of 1972 as well as current case law including interpretations of those laws by the judicial branches of the United States and State of Mississippi governments;
4. Local Zoning and Subdivision laws and regulations in the project area. (Properties falling within the required right of way are not subject to these regulations. However, the remainder portion of the original tract may be affected by the MDOT acquisitions.); and
5. Specific instructions as required by the Mississippi Department of Transportation on individual Projects.

TYPICAL ITEMS/MATERIALS PROVIDED BY THE LPA:

Based upon availability, the LPA will provide within normal resources of the LPA, the following:

1. Maps, aerial photographs, and other cartographic items as may be available;
2. Available old construction plans, drawings, and maps pertinent to the project;
3. Names, addresses, and telephone numbers of points of contact which may prove useful to the CONSULTANT in conducting this analysis;
4. A single point of contact within the LPA for day-to-day coordination of each CONTRACT;

GENERAL REQUIREMENTS:

As directed, the CONSULTANT shall provide engineering/technical assistance to perform specific assignments requiring needed expertise or staff resources unavailable to the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and adopted by the MDOT and in effect on the effective date this CONTRACT unless otherwise specified in the CONTRACT or subsequently directed by the MDOT during the course of this CONTRACT.

The design of roadways shall be in compliance with the MDOT Roadway Design Manual, and supplemented with updated design policies as described in design memos, American Association of State Highway and Transportation Officials (AASHTO)'s Policy on Geometric Design Of Highways and Streets; MDOT Standard Drawings (roadway and bridge), MDOT Roadway CADD Manual; MDOT Standard Specifications for Road and Bridge Construction; Manual on Uniform Traffic Control Devices (MUTCD); MDOT Access Management Policy; and MDOT Survey Manual. The latest edition of the aforementioned documents shall be used.

This project shall be performed using English units.

The CONSULTANT shall not begin work in any phase of this CONTRACT until a written NOTICE TO PROCEED (NTP) for that individual phase has been issued. The LPA reserves the right to not issue a NTP until work in the previous phase has been completed.

All preliminary plans shall be marked "PRELIMINARY, NOT FOR CONSTRUCTION" on each sheet. Once plans are complete, the "PRELIMINARY" markings shall be removed, and the Roadway Title sheet shall be signed and sealed/stamped by the CONSULTANT's engineer. If the scope of the CONSULTANT's work is limited to certain aspects of the plans, the scope shall be briefly noted near the seal/stamp (e.g., "ROADWAY AND LIGHTING ONLY" or "BRIDGE AND RETAINING WALL ONLY"). If multiple CONSULTANTS develop the plans, each firm shall sign and seal/stamp the title sheet.

It is the responsibility of the CONSULTANT to request and receive approval from the LPA's Project Manager prior to making any changes to plans developed under this contract. This requirement includes plans developed by any subconsultants.

As a minimum, the Scope of Work shall be divided into the following phases:

FIELD REVIEW PLANS

Part 1 -- Pre-Design Conference

Part 2 -- Conceptual Plans

Part 3 -- Field Inspection Plans

Part 4 -- Office Review Plans

Part 5 -- Final Contract Plans

FIELD SURVEY:

The CONSULTANT shall survey the project utilizing standard surveying practices as required to prepare preliminary and final contract plans in accordance with the current MDOT Design Manual. The work shall be performed in accordance with the current MDOT Survey Manual, unless specifically accepted, and with any additional instructions or requests as specified by the LPA, including the following:

A. *Centerline Survey and Control:*

1. Document "good faith" efforts to notify the property owners prior to entering upon the property for survey purposes;
2. Establish horizontal and vertical control, intermediate control and centerline in accordance with the MDOT Survey Manual;

3. Wetlands/Waters Delineation and Reporting Requirements

The wetlands delineation is performed to identify jurisdictional navigable waterways and other waters of the United States under the 1972 Clean Water Act as determined by the 1987 U.S. Army Corps of Engineers (USACE) Wetlands Delineation Manual. The wetlands delineation will consist of the tasks summarized below:

- B. A Neel-Schaffer biologist will complete a walking survey of the property to identify current jurisdictional wetland areas. Data will be collected in accordance 1987 U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual. Historic aerial photographs, national wetland inventory data, and soil maps of the area will be reviewed prior to the wetland delineation to assist in the field survey.
- C. A final report, summarizing the findings of the wetland delineation, will be prepared and delivered electronically. Two (2) original hard copies of the wetland delineation report can be delivered upon request for no additional fee.
- D. Should jurisdictional wetlands be observed within the project corridor, Neel Schaffer, upon the client's approval, will file a joint application for the State of Mississippi with USACE, the Mississippi Department of Marine Resources (MDMR), and the Mississippi Department of Environmental Quality (MDEQ) to permit filling of jurisdictional wetlands and other waters of the United States as anticipated by the proposed project. Neel Schaffer will provide up to 40 hours of permitting and agency correspondence to ensure the project is permitted and mitigated in accordance with USACE, MDMR, and MDEQ regulations.

FIELD REVIEW PLANS:

The CONSULTANT shall not begin work on this phase of work until a NTP has been issued.

Unless stated otherwise in the CONTRACT, the following specific requirements are typical for this phase:

Part 1 - PRE-DESIGN CONFERENCE

The purpose of the conference is to discuss LPA procedures, contract administration, data required by this CONTRACT, the design criteria, and other matters as the parties deem necessary. After the Pre-Design Conference, the Project Director shall authorize the CONSULTANT to proceed with the preparation of the conceptual design plans.

Part 2 - CONCEPTUAL PLANS

The CONSULTANT shall prepare and submit conceptual plans for the project to include, where applicable:

- A. SIDEWALK PLANS: Title Sheet(s), typical sections, plan-profile sheets, traffic control sheets, conceptual permanent directional signing layout sheets, special design sheets where needed, phase construction sheets as required (plan & elevation).

Part 3 - FIELD INSPECTION PLANS

The CONSULTANT shall prepare and submit field inspection plans in accordance with the LPA'S format based on the approved conceptual plan. The field inspection plans shall contain, as a minimum:

- A. SIDEWALK PLANS: Title sheet, typical sections, preliminary listing of pay items, plan and profile sheets showing all geometrics, profile grades, construction limits, cross-sections, preliminary earthwork quantities, preliminary pavement marking sheets, size and location of all drainage structures, as well as any traffic control that will be required during construction. Cross drain structures shall be plotted on the cross sections.

After the field review is conducted, the CONSULTANT shall provide the LPA with written updated right-of-way and construction cost estimates. These estimates shall be based on historical cost data from similar MDOT projects.

Part 4 - OFFICE REVIEW PLANS

After the Office Review plans (100% plan development, pending final review) are complete, the CONSULTANT shall submit one (1) set of reproducible plans for review by the LPA. A final Office Review will be required and the CONSULTANT shall be required to attend. Allow approximately three (3) weeks from the submittal date of the reproducibles for scheduling and completing the Office Review. In the office review, the LPA shall review and mark the plans with all required revisions.

After the Office Review is conducted, the CONSULTANT shall provide the LPA with a written updated construction cost estimate. This estimate shall be based on the plan quantities and historical cost data for the pay items.

Part 5 - FINAL CONTRACT PLANS

The final contract plans shall include all items required in the final right-of-way plans and all other information such as, but not limited to:

- A. SIDEWALK PLANS: Title sheet; detailed index; general notes; typical sections; summary of quantities; estimated quantities; plan-profile sheets; special design sheets; and all notes and data used to develop the plans.

ADVERTISEMENT:

The Consultant shall prepare legal advertisement for the referenced project and shall ensure the project follows the LPA Project Development Manual and is properly advertised per Mississippi State bidding laws and regulations. These services include the following:

- Preparing the advertisement
- Bidder Coordination
- Receive and evaluate bids
- Assemble Bids and Submit

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on an actual cost-plus fixed-fee with an upset limit for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, payroll additives, overhead, direct costs and CONSULTANT's fixed fees attributable to this CONTRACT.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead and direct cost. Direct salaries are those amounts actually paid to the person performing the SERVICES which are deemed reasonably necessary by the LPA for the advancement of the Scope of Work. Overtime work is not contemplated by this contract. Accordingly, direct salaries chargeable to this contract shall not include any overtime premium. Salaries for officers, principals or partners shall not increase at a rate in excess of that for other employees. Payroll additives and overhead consist of employee fringe benefits and that part of CONSULTANT's allowable indirect costs attributable to this contract. Direct Costs are those charges deemed reasonably necessary by the LPA for the successful completion of the Scope of Work which are charged directly to the project and not included in overhead.

Fixed fee as the term is used herein shall mean a dollar amount established to cover the CONSULTANT's profit and business expenses not allocable to overhead for the successful completion of the SERVICES.

Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all Subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

The following schedule of rates for services will not be exceeded for all work under this CONTRACT:

Direct Salaries:

Direct salaries shall not exceed those amounts actually paid to an employee performing services reasonably necessary for the completion of the Scope of Work set forth under "Exhibit 2" to this CONTRACT.

Upon MDOT's or LPA's request, all charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Payroll Additive & Overhead:

The current overhead rates shall be submitted by the CONSULTANT and approved by the MDOT within nine (9) months of the end of the CONSULTANT's fiscal period. The current overhead rate, as defined in this CONTRACT, shall be the overhead rate for the CONSULTANT's most recent previous fiscal period. The CONSULTANT's failure to provide a current overhead rate within nine (9) months of the end of the CONSULTANT's fiscal period may result in the CONSULTANT being

deemed ineligible for any potential Supplemental Agreements with the LPA. The estimated FCCM for cost proposals, Supplemental Agreements, and invoices must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM.

Final payment of the overhead rate costs shall be adjusted after completion of the final audit to reflect the actual rates experienced by the CONSULTANT during the course of this CONTRACT; however, in no event shall such an adjustment allow this CONTRACT'S cost to exceed the maximum limitation stated. Said audit of the CONSULTANT will be conducted by the LPA, or the LPA'S designated auditor at the conclusion of the CONTRACT in accordance with Federal and the LPA requirements.

All overhead rates submitted to MDOT for approval shall comply with the AASHTO Audit Guide, latest edition, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

Direct Costs:

The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. (i.e. no meal reimbursement when there is no overnight stay).

All direct costs (except meals) must be substantiated by supporting data, i.e. mileage, log books, receipts, etc.

All other expenses will be reimbursed upon receipt of acceptable paid invoices.

Fixed Fee:

The CONSULTANT'S fixed fee shall be \$ 9,423.67, which sum shall be paid incrementally each month in an amount determined by multiplying the total fixed fee by the project completion percentage, less any amounts previously paid for fixed fees.

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this assignment exceed \$ 120,792.14 (Total of all Charges) without the prior written consent of both parties.

FEE AND EXPENSE SUMMARY

	Primes Labor Cost & Overhead	Primes Direct Costs	Primes Fixed Fee	Sub-Consultants	Project Total
Project Total	\$78,564.19	\$535.00	\$9,423.67	\$32,269.26	\$120,792.14

****See Delineation of Cost Breakdown behind Exhibit 9.**

EXHIBIT 4
SAMPLE INVOICE

LOCAL PUBLIC AGENCY
ADDRESS
CITY, STATE, ZIP CODE

DATE:

ATTENTION: ACCOUNTS PAYABLE

INVOICE NO. 0000
PERIOD , 20 THROUGH , 20
PROFESSIONAL SERVICES IN ACCORDANCE WITH
CONTRACT DATED , 20 , AS RELATES TO
PROJECT NO. - - - - - IN COUNTY, HIGHWAY .

CONSULTANT:

CUSTOMER NUMBER 0000000000 FILE NUMBER 000-000000
REPORT NUMBER: 000 through 000 FMS NUMBER 000000-000000LPA

	CURRENT PERIOD	PREVIOUS ESTIMATE	TOTAL ALLOWED TO DATE
DIRECT SALARIES	\$	\$	\$
* PAYROLL ADDITIVE (less FCCM)	\$	\$	\$
FIXED FEE			
(% complete X total fee less amounts previously paid – not to exceed 75%)	\$	\$	\$
PAYROLL ADDITIVE w/ FCCM only	\$	\$	\$
** DIRECT COSTS	\$	\$	\$
PROJECT TOTAL	\$	\$	\$
AMOUNT DUE THIS INVOICE:	\$	\$	\$

NOTE:

1. * PAYROLL ADDITIVES (INCLUDING ALL FRINGE BENEFITS & OVERHEAD-)
2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA

Project No.

000000-000000LPA

County

Employee and Classification	Current Rate of Pay	Current Period Hours	Previous Period Costs	Current Period Costs	Costs To Date
DIRECT LABOR AND DIRECT COSTS					
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00	0.00
Sub Total		0.00	0.00	0.00	0.00
Payroll Additives (minus FCCM)			0.00	0.00	0.00
Total Labor			0.00	0.00	0.00
Fixed Fee			0.00	0.00	0.00
Payroll additives w/ only FCCM (Direct Labor * FCCM)			0.00	0.00	0.00
Direct Costs			0.00	0.00	0.00
Project Total			0.00	0.00	0.00

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT CONTRACT WORK HOURS AND SAFETY STANDARDS ACT CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subconsultants including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours

and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in an non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default; and
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
 - (a) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this

CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

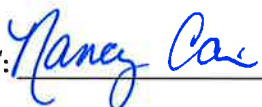
- (a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; or
- (b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement; or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this 8th day of November, 2017.

NEEL-SCHAFFER, INC.

BY: 
Steve A. Twedt, P.E.

ATTEST: 

My Commission Expires:



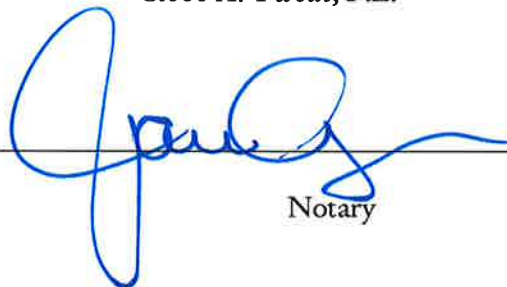

Notary

EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the ____ day of _____, 20 ____.

City of Gulfport

Billy Hewes, Mayor

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the LPA has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the LPA if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the LPA, if requested, for the benefit of the LPA or this CONTRACT.

128686

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: Steve A. Twedt November 8, 2017
Authorized Officer or Agent Date

Steve A. Twedt
Printed Name of Authorized Officer or Agent

Vice President
Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 8th day of November, 2017



Jan Autry
NOTARY PUBLIC
My Commission Expires: _____

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

Summary

**Seaway Road Pathway Project
Harrison County
Project Number STP-9178-00(003)LPA/107512-701000
Neel-Schaffer, Inc.
10/10/2017**

	Man-Hours	Sub-Consultants Fee	Salary Cost	Overhead	FCCM	Total Labor Cost	Direct Cost	Fixed Fee	Total Cost
Activation	16		\$640.06	\$1,005.28	\$0.70	\$1,646.04		\$197.44	\$1,843.48
Meetings	82		\$2,978.38	\$4,677.84	\$3.28	\$7,659.50	\$214.00	\$918.75	\$8,792.25
Environmental	121		\$3,258.62	\$5,117.99	\$3.58	\$8,380.19		\$1,005.19	\$9,385.39
Roadway	709		\$16,262.48	\$25,541.85	\$17.89	\$41,822.22	\$214.00	\$5,016.52	\$47,052.74
Hydraulics	146		\$3,611.50	\$5,672.22	\$3.97	\$9,287.69		\$1,114.05	\$10,401.74
Survey	595	\$32,269.26							\$32,269.26
PS&E/Advertisement	105		\$3,798.48	\$5,965.89	\$4.18	\$9,768.55	\$107.00	\$1,171.72	\$11,047.28
Total	1774	\$32,269.26	\$30,549.52	\$47,981.08	\$33.60	\$78,564.19	\$535.00	\$9,423.67	\$120,792.14

Grand Total \$120,792.14

Activation Sheet
Seaway Road Pathway Project
Harrison County
Project Number STP-9178-00(003)LPA/107512-701000
Neel-Schaffer, Inc.
10/10/2017

MDOT Process Item Description	No.	Estimated Hours								Total Hours
	Sheets	Senior Project Manager	Engineer Manager	Regional Manager	Senior Project Manager	Engineer Intern	Engineer Technician	Environmental	Administrative Assistant	
Project Activation										
LPA 100					1.0					1.0
LPA 700/800					2.0					2.0
Kickoff Meeting		4.0			4.0	4.0				12.0
Quality Control				1.0						1.0
Total Hours		4.0		1.0	7.0	4.0				16.0

Raw Labor Rates	\$47.98	\$63.18	\$67.26	\$40.64	\$24.10	\$17.34	\$26.52	\$25.40	
Labor Cost	\$191.92		\$67.26	\$284.48	\$96.40				\$640.06
					Overhead	%	157.06%		\$1,005.28
					Fixed Fee	%	12.00%		\$197.44
					FCCM Overhead	%	0.11%		\$0.70

Direct Costs: Qty. Unit Price¹
Mileage
Meals
Lodging
Postage
Supplies
Reproductions
Other

¹ See State Travel Handbook

Total Direct Costs:

Project Total \$1,843.48

Meetings Sheet
Seaway Road Pathway Project
Harrison County
Project Number STP-9178-00(003)LPA/107512-701000
Neel-Schaffer, Inc.
10/10/2017

MDOT Process Item Description	No.	Estimated Hours								Total Hours
	Sheets	Senior Project Manager	Engineer Manager	Regional Manager	Senior Project Manager	Engineer Intern	Engineer Technician	Environmental	Administrative Assistant	
Field Review										
Print and Distribute Plans							2.0		2.0	4.0
Conduct Plan in Hand review					8.0	8.0				16.0
Prepare Field Review Report					2.0					2.0
Office Review										
Print Plans and Specifications							6.0		4.0	10.0
Compile Design Notebook					1.0	4.0				5.0
Prepare ROW/Util Status Report		1.0			2.0					3.0
Conduct Plan Review		6.0			6.0	6.0				18.0
Prepare Office Review Report					4.0	2.0				6.0
PS&E Assembly										
MDOT Coordination					8.0					8.0
Quality Control		2.0	6.0	2.0						10.0
Total Hours		9.0	6.0	2.0	31.0	20.0	8.0		6.0	82.0

Raw Labor Rates	\$47.98	\$63.18	\$67.26	\$40.64	\$24.10	\$17.34	\$26.52	\$25.40	
Labor Cost	\$431.82	\$379.08	\$134.52	\$1,259.84	\$482.00	\$138.72		\$152.40	\$2,978.38

Overhead	%	157.06%	\$4,877.84
Fixed Fee	%	12.00%	\$918.75
FCCM Overhead	%	0.11%	\$3.28

Direct Costs:	Qty.	Unit Price ¹	
Mileage	400.0	\$0.535	\$214.00
Meals			
Lodging			
Postage			
Supplies			
Reproductions			
Other			

¹ See State Travel Handbook

Total Direct Costs: \$214.00

Project Total \$8,792.25

Environmental Sheet
Seaway Road Pathway Project
Harrison County
Project Number STP-9178-00(003)LPA/107512-701000
Neel-Schaffer, Inc.
10/10/2017

MDOT Process Item Description	No.	Estimated Hours								
	Sheets	Senior Project Manager	Engineer Manager	Regional Manager	Senior Project Manager	Engineer Intern	Engineer Technician	Environmental	Administrative Assistant	Total Hours
Environmental Documentation										
Wetland Investigation								118.0		118.0
ENV-160					2.0					2.0
Permits										
NPDES										
USACE										
Quality Control		1.0								1.0
Total Hours		1.0			2.0			118.0		121.0

Raw Labor Rates	\$47.98	\$63.18	\$67.26	\$40.64	\$24.10	\$17.34	\$28.52	\$25.40	
Labor Cost	\$47.98			\$81.28			\$3,129.36		\$3,258.62
					Overhead	%	157.06%		\$5,117.99
					Fixed Fee	%	12.00%		\$1,005.19
					FCCM Overhead	%	0.11%		\$3.58

Direct Costs:	Qty.	Unit Price ¹
Mileage		
Meals		
Lodging		
Postage		
Supplies		
Reproductions		
Other		
¹ See State Travel Handbook		

Total Direct Costs:

Project Total **\$9,385.39**

10/10/2017

[illegible]

Roadway Sheet
Seaway Road Pathway Project
Harrison County
Project Number STP-9178-00(003)LPA/107512-701000
Neel-Schaffer, Inc.
10/10/2017

Sheet Clean-up and Organization					1.0	16.0	40.0			57.0
Design & Place Permanent Erosion Control Items					1.0	16.0				17.0
Place Earthwork Information (phased if necessary)										
Traffic Control Detail Sheets										
Develop Phasing Narrative (if necessary)		1.0			2.0					3.0
Construction Signing Detail							4.0			4.0
TCP Sheets					1.0	1.0	8.0			10.0
TCP Typical Sections										
Address Corrections From MDOT TCP Check							4.0			4.0
Special Design Sheets					1.0		4.0			5.0
Erosion Control Sheets(Including plan-profile EC sheets)					1.0		1.0			2.0
QA/QC		2.0	4.0	2.0	8.0					16.0
Submit Office Review Plans										
2 Multi-Page PDF Files For Plans & Cross Sections					1.0		6.0			7.0
Complete/Submit Phase B Checklist										
Submit Quantity Calculations (1 multi-page pdf)										
Submit CADD Files							1.0			1.0
Total Hours		9.0	8.0	4.0	57.0	266.0	365.0			709.0

Raw Labor Rates	\$47.98	\$63.18	\$67.26	\$40.64	\$24.10	\$17.34	\$26.52	\$25.40	
Labor Cost	\$431.82	\$505.44	\$269.04	\$2,316.48	\$6,410.60	\$6,329.10			\$16,262.48

Overhead	%	157.06%	\$25,541.85
Fixed Fee	%	12.00%	\$5,016.52
FCCM Overhead	%	0.11%	\$17.89

Direct Costs:	Qty.	Unit Price ¹	
Mileage	400.0	\$0.535	\$214.00
Meals			
Lodging			
Postage			
Supplies			
Reproductions			
Other			

¹ See State Travel Handbook

Total Direct Costs: \$214.00

Project Total \$47,052.74

Hydraulics Sheet
Seaway Road Pathway Project
Harrison County
Project Number STP-9178-00(003)LPA/107512-701000
Neel-Schaffer, Inc.
10/10/2017

MDOT Process/Item Description	No.	Estimated Hours								Total Hours
	Sheets	Senior Project Manager	Engineer Manager	Regional Manager	Senior Project Manager	Engineer Intern	Engineer Technician	Environmental	Administrative Assistant	
Field Review										
A. Structure Recommendations										
Design recommendations culvert and cross drains			2.0		2.0	16.0				20.0
Drainage details					1.0	2.0	8.0			11.0
B. Storm Sewer Design										
Design data for Structures					1.0	16.0				17.0
Drainage details							8.0			8.0
C. Temporary Drainage Design										
Bioswale Design										
D. Sediment Basin Design										
E. Hydraulic Models and Calculations						24.0				24.0
Calculate D.A. & Flow Rate For Cross Drains, Side Drains, & Ditches						8.0				8.0
Develop Storm Drain Models										
F. Hydraulic Report										
G. No-Rise/No-Impact Certification										
Preliminary Erosion Control Sheets										
Typical Sections										
QA Review			1.0		4.0					5.0
Cost Estimate					2.0	2.0				4.0
Office Review										
General Notes					1.0	1.0	1.0			3.0
Summary of Quantities					1.0		1.0			2.0
Cross-Sections Draw Drainage Structures On Cross-Sections										
Cross-Sections Adjust Cross-Sections for pavement recommendation										
Drainage Detail Sheets (1"=20')										
Draw Storm Drain Inlets & Pipes In Plan/Profile View							8.0			8.0
Add Drainage Notes in Plan/Profile View							8.0			8.0
Cross Sections										
Erosion Control Details										
Standard Drawings							1.0			1.0
Special Design Details							1.0			1.0
Special Provisions					1.0					1.0
QA Review		1.0	1.0	1.0	1.0					4.0
Office Review										
Update opinion of Probable Cost					1.0		8.0			9.0
Revise plans/special provisions per City comments							8.0			8.0
Revise Plans							2.0			2.0
Estimated Quantities										
Plan Sheets 1"=20'							2.0			2.0
Misc. Details										
Quality Control										
Total Hours		1.0	4.0	1.0	15.0	69.0	56.0			146.0

Raw Labor Rates	\$47.98	\$63.18	\$67.26	\$40.64	\$24.10	\$17.34	\$26.52	\$25.40	
Labor Cost	\$47.98	\$252.72	\$67.26	\$609.60	\$1,662.90	\$971.04			\$3,611.50

Overhead	%	157.06%	\$5,672.22
Fixed Fee	%	12.00%	\$1,114.05
FCCM Overhead	%	0.11%	\$3.97

Direct Costs: Qty. Unit Price¹

Mileage

Meals

Lodging

Postage

Supplies

Reproductions

Other

¹ See State Travel Handbook

Total Direct Costs:

Project Total \$10,401.74

Survey Sheet
Seaway Road Pathway Project
Harrison County
Project Number STP-9178-00(003)LPA/107512-701000
Brown and Mitchell
10/10/2017

MDOT Process Description	Item	No. Sheets	Estimated Hours								Total Hours
			Principal	Project Engineer III	Engineer Intern	Design / CADD Technician	Professional Land Surveyor	Survey Crew Chief	Survey Crew Member	Admin / Clerical	
Field Review	Project Coordination / Administration		1.0	2.0						24.0	27.0
	Property Owner Interview & Questionnaire (x Properties)										
	Establish/Verify all Horizontal & Vertical Control along Route						20.0	50.0	48.0	2.0	120.0
	Perform Topographic Survey along Baseline @ 50' stations and Intersecting Streets and all drainage crossing (1) (2) & (3)						47.0	142.0	128.0		317.0
	Utility Mapping - Locate Underground Utilities per MS. One Call System/Compiling Utility Drawings from Owners - Municipalities (4)						18.0	33.0	30.0	4.0	85.0
	Drone				18.0	27.0					45.0
	Quality Control		1.0								1.0
Totals		0.0	2.0	2.0	18.0	27.0	85.0	225.0	206.0	30.0	595.0
Total Hours			2.0	2.0	18.0	27.0	85.0	225.0	206.0	30.0	595.0

Raw Labor Rates	\$47.05	\$36.29	\$23.46	\$21.17	\$27.44	\$16.90	\$13.00	\$18.00	
Labor Cost	\$94.10	\$72.58	\$422.28	\$571.59	\$2,332.40	\$3,802.50	\$2,678.00	\$540.00	\$10,513.45

(1)

BMA will utilize Drone Technology to obtain topographic information in areas that are able to be photographed aerially.

Overhead % 160.42% \$16,865.68

(2) Information in areas that are not obtained from drone technology will be surveyed by GPS or Terrestrial (Total Station) systems.

Fixed Fee % 12.00% \$3,285.50

(3) BMA will provide a finished drawing showing only contours on top of an aerial photograph. Areas surveyed by GPS or Terrestrial systems will have a point file utilizing MDOT point codes.

FCCM Overhead % 0.32% \$33.64

(4)

Existing utility locations will be obtained from aerial imagery. Accuracy and efficiency of drone technology to capture the location of painted utilities is subject to the height of vegetation along the project. Grass will need to be cut along the entire project and utilities marked immediately prior to aerial imagery being obtained. Utility locations that are not able to be obtained from drone technology will be obtained by GPS or Terrestrial systems as budget is available.

Direct Costs:	Qty.	Unit Price ¹	
Mileage	600.0	\$0.535	\$321.00
Meals			
Lodging			
Postage			
Field Supplies		\$150.00	\$150.00
Reproductions	1000.0	\$0.20	\$200.00
Drone 2 Days	2.0	\$450.00	\$900.00

¹ See State Travel Handbook

Total Direct Costs: \$1,571.00

Project Total \$32,269.26

PS&E / Advertisement
Seaway Road Pathway Project
Harrison County
Project Number STP-9178-00(003)LPA/107512-701000
Neel-Schaffer, Inc.
10/10/2017

MDOT Process Description	Item	No.	Estimated Hours								Total Hours
		Sheets	Senior Project Manager	Engineer Manager	Regional Manager	Senior Project Manager	Engineer Intern	Engineer Technician	Environmental	Administrative Assistant	
PS&E Assembly											
	Right of Way Certification					1.0					1.0
	Utility Certification					1.0					1.0
	Encroachment Certification					1.0					1.0
	Hazardous Waste Certification					1.0					1.0
	Asbestos Abatement Certification					1.0					1.0
	Compose Letters					1.0					1.0
	Compile Forms					1.0					1.0
	Print Plans							8.0			8.0
	Assemble Specifications					2.0	4.0				6.0
	Material Checklist					2.0					2.0
	MDOT Coordination		1.0			4.0					5.0
Advertisement											
	Print Plans and Specifications									6.0	6.0
	Prepare Advertisement					1.0				1.0	2.0
	Bidder Coordination		8.0			16.0				4.0	28.0
	Receive & Evaluate Bids					8.0					8.0
	Assemble Bids and Submit		1.0			12.0				8.0	21.0
	Quality Control					12.0					12.0
Total Hours			10.0			64.0	4.0	8.0		19.0	105.0

Raw Labor Rates	\$47.98	\$63.18	\$67.26	\$40.64	\$24.10	\$17.34	\$26.52	\$25.40	
Labor Cost	\$479.80			\$2,600.96	\$96.40	\$138.72		\$482.60	\$3,798.48

Overhead	%	157.06%	\$5,965.89
Fixed Fee	%	12.00%	\$1,171.72
FCCM Overhead	%	0.11%	\$4.18

Direct Costs:		
Mileage	Qty. 200.0	Unit Price ¹ \$0.535 \$107.00
Meals		
Lodging		
Postage		
Supplies		
Reproductions		
Other		

¹ See State Travel Handbook

Total Direct Costs: \$107.00

Project Total \$11,047.28

SEAWAY ROAD PATHWAY PROJECT
Harrison County, Mississippi
STP-9178-00(003) LPA/107512-701000

Note: Construction Phases will require a separate agreement

Kris Riemann

From: Henley, Stephanie <shenley@mdot.ms.gov>
Sent: Wednesday, November 08, 2017 2:35 PM
To: Purvis, Keith - Neel-Schaffer, Inc
Cc: Kris Riemann; steve.twedt@neel-schaffer.com; geoffrey.crosby@neel-schaffer.com; Seyfarth, David; Hennington, Leland; Ehgott, Scot
Subject: FW: Seaway Road City of Gulfport LPA Contract 107512-701000
Attachments: City of Gulfport Seaway Road 107512.xlsx; City of Gulfport Seaway Road 107512.docx; Seaway Road Schedule-10152017.xlsx; NSI Corporate Resolution 2017.pdf

Keith,

We have one comment in the contract, please address the comment and follow the PDM. I have listed a clarification on the submission process for PE Contracts below...

1. The Consultant signs three original Contracts;
2. The three original Contracts are to be sent to the LPA for review only (the LPA does not sign the Contracts at this time);
3. If the LPA concurs, the three original Contracts, signed only by the Consultant, will be sent from the LPA to the MDOT LPA Coordinator requesting review and concurrence from the MDOT;
4. The Contracts will be reviewed by the MDOT and if appropriate, the MDOT will concur;
5. At the appropriate time, the CSU Division will forward two original Contracts to the LPA for execution at their discretion.

Thanks,
Stephanie Henley
Mississippi Department of Transportation
Consultant Services Unit (90-01)
Phone: 601.359.7536
Fax: 601.359.7925

From: Keith Purvis [<mailto:keith.purvis@neel-schaffer.com>]
Sent: Tuesday, October 17, 2017 12:51 PM
To: Seyfarth, David <dseyfarth@mdot.ms.gov>
Cc: Kris Riemann <kriemann@gulfport-ms.gov>; Hennington, Leland <hennington@mdot.ms.gov>; Henley, Stephanie <shenley@mdot.ms.gov>; Steve Twedt <steve.twedt@neel-schaffer.com>; Geoffrey Crosby <geoffrey.crosby@neel-schaffer.com>
Subject: Seaway Road City of Gulfport LPA Contract

Please review the attached DRAFT LPA PE contract and advise if you see any changes we need to make.

Thank you for your assistance.

Keith Purvis, PE
Vice-President, Transportation Department

November 8, 2017

Mr. Kris Riemann
Gulfport City Engineer
4050 Hewes Avenue
Gulfport, MS 39507

RE: Seaway Road Pathway Project
MDOT Project Number STP-9178-00(003)LPA/107512-701000

Dear Mr. Riemann,

Attached for your review, handling and approval are three original contracts for the above referenced project along with one photocopy. These contracts were reviewed and approved by MDOT prior to execution by Neel-Schaffer. In accordance with the MDOT LPA manual, prior to execution by the city please submit these original contacts back to the MDOT District LPA Coordinator with a request for concurrence at:

Mississippi Department of Transportation
ATTN: Mr. David Seyfarth
16499 B Highway 49
Saucier, MS 39574

As the project is within the boundaries of an urbanized (UZA), a copy of the proposed contract must be sent to the Metropolitan Planning Organization (MPO). The photocopy should be sent to:

Gulf Regional Planning Commission
ATTN: Mr. David Taylor
1635 Popps Ferry Road, Ste G
Biloxi, MS 39532

After MDOT reviews the contracts a letter of Consultant Contract Concurrence will be mailed to you. MDOT will retain one of the three originals for their records, and mail the other two originals back to the city. The contracts may be executed at that time. After execution of the two original contracts by the City please return one original along with a Notice to Proceed letter to Neel-Schaffer with a copy to MDOT and GRPC.

Thank you for the opportunity to work on this project.

Sincerely,

NEEL-SCHAFFER, INC.



Steve Twedt, P.E.
Vice President

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 CHANGE ORDER #2 TO AGREEMENT WITH DNA UNDERGROUND,
LLC, FOR THE PUMP STATION REHABILITATION – PHASE I PROJECT, TO
AUTHORIZE THE MAYOR TO EXECUTE SAID CHANGE ORDER, AND FOR
RELATED PURPOSES**

WHEREAS, DNA Underground, LLC, was awarded the contract for the Pump Station Rehabilitation – Phase I Project located in the City of Gulfport; and

WHEREAS, certain and various changes to the contract as more fully set forth in the attached Change Order #2 (which is attached hereto as a part of Exhibit “A”), resulting in a DECREASE in charges and expenses to the City of Gulfport in the amount of \$1,306.82 and an no change in contract time; and

WHEREAS, the City Engineer and the Project Engineer have reviewed Change Order #2 and have recommended approval thereof, and approval of the Change Order is believed to be 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 Change Order #2 to the City’s contract with DNA Underground, LLC, on the Pump Station Rehabilitation – Phase I Project, be and the same is hereby approved in the form as is found in Exhibit “A” to this resolution and is found to be in the best interest of

the City, and the Mayor is, hereby, authorized to execute the same on behalf of the City of Gulfport.

SECTION 3. That the proposed changes to the contract are necessary and/or incidental to the completion of the work as originally bid, are not outside the scope of the original contract, are commercially reasonable and not made to circumvent the public purchasing statutes.

SECTION 4. That the DECREASE in cost is reasonable in light of all relevant facts and circumstances.

SECTION 5. 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

Memorandum – City of Gulfport

To: Connie Debenport, Purchasing
CC: Mayor Billy Hewes Dr. John Kelly, CAO
Linda Elias, Finance Wayne Miller, P.E., Public Works
From: Kris Riemann, P.E. *RKR*
Date: 11/9/17
Re: **Change Order Number 2 (Summary)**
-Pump Station Rehabilitation – Phase 1

Attached for your consideration is the referenced summary change order number 2, in the deductive amount of \$1,306.82 and an amount of 0 calendar days of time. This change is necessary to apply an epoxy lining to the wet wells of the three pump stations added in Change Order #1 and to reflect the actual quantities and items used during the construction of this project.

The project consists of the furnishing materials and labor to perform certain renovations, modifications and upgrades to the existing City of Gulfport sewage collection, pumping, and transportation systems. This work includes the construction of approximately 4,850 linear feet of gravity sewer mains (8" to 10" in diameter); 22 manholes; approximately 350 linear feet of 4"-diameter force mains; renovations for pumping stations, which may include but not be limited to: piping modifications, abandonment of an existing station, replacing valves and discharge piping, installation of bypass assemblies, construction of valve vaults, installation of guide rails for pump systems, replacement of existing wet well tops, application of interior protective coatings to wet wells and designated manholes; along with other associated work and restoration of all disturbed facilities.

The project is funded 100% by the 2014 Bond Issue. The firm of A. Garner Russell & Associates has completed the Engineering design and will oversee the inspection.

I recommend approval of the change order. Please place this item on the November 21, 2017 Council Agenda.

This item has been approved by:

Mayor or C.A.O. _____

Attachments: 1. Bob Esher, P.E., letter dated November 9, 2017
2. Change Order No. 2



RECEIVED
11/10

November 9, 2017

Mr. Kris Riemann, P.E.
Director of Engineering
City of Gulfport
4050 Hewes Avenue
Gulfport, MS 39507

**Re: Pump Station Rehabilitation – Phase 1
Change Order Number 2 (Summary)**

Dear Mr. Riemann:

Enclosed herewith is (1) original Change Order No. 2 (Summary) submitted on behalf of DNA Underground, LLC. for the above referenced project.

Should you have any questions or need additional information, do not hesitate to call.

Sincerely,


Bob Escher, P.E.

BEst:2040
Enclosure

Change Order
No. 2 (Summary)

Date of Issuance: 10/2/2017

Effective Date: 11/21/2017

Project:	PO # 186822	Owner:	City of Gulfport	Owner's Contract No.:	
Contract:	Pump Station Rehabilitation - Phase I	Date of Contract:	4/20/2016		
Contractor:	DNA Underground, LLC.	Engineer's Project No.:	2040		

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

Description:

1. Adjust quantities to conform to final field conditions.

Provide for additional materials and labor associated with applying a 100% solids epoxy lining to the wet wells of the three pump

2. stations listed in Change Order No. 1 as Additive Alternate B.

Attachments: (List documents supporting change):

1.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$1,099,066.00

{Decrease} in Contract Price from previous Change Orders No.

n/a to No. n/a

(\$24,825.40)

Contract Price prior to this Change Order:

\$1,074,240.60

{Decrease} in Contract Price due to this Change Order:

(\$1,306.82)

Revised Contract Price incorporating this Change Order:

\$1,072,933.78

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working Days **360** Calendar days

Substantial completion (days or date): **6/22/2017**

Ready for final payment (days or date):

Change in Contract Time from previous Change Orders No.

n/a to No. n/a

Substantial completion (days or date): **120**

Ready for final payment (days or date):

Contract Times prior to this Change Order:

Substantial completion (days or date): **10/20/2017**

Ready for final payment (days or date):

Change in Contract Time due to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times incorporating this Change Order:

Substantial completion (days or date): **10/20/2017**

Ready for final payment (days or date):

RECOMMENDED:
(ENGINEER)

By:



ACCEPTED:
(CONTRACTOR)

By:



ACCEPTED:
(OWNER)

By:

Date:

11-9-17

Date:

11/2/17

Date:

NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	TOTAL CONTRACT QUANTITY	TOTAL CONTRACT AMOUNT
02060-A	REMOVE/ABANDON 50th STREET PUMP STATION	1.00 EA.	\$25,000.00	\$25,000.00	0	\$0.00	1.00	\$25,000.00
02060-B	CAP/ABANDON EXISTING FORCE MAIN-IN-PLACE	0.00 EA.	\$1,000.00	\$0.00	0	\$0.00	0.00	\$0.00
02732-A	OAK AVENUE PUMP STATION RENOVATION	100.00% L.S.	\$75,900.00	\$75,900.00	0	\$0.00	100.00%	\$75,900.00
02732-B	TAYLOR ROAD PUMP STATION RENOVATION	100.00% L.S.	\$65,320.00	\$65,320.00	0	\$0.00	100.00%	\$65,320.00
02732-C	BAYOU OAKS PUMP STATION RENOVATION	100.00% L.S.	\$28,345.00	\$28,345.00	0	\$0.00	100.00%	\$28,345.00
02732-D	SATELLITE PRISON PUMP STATION RENOVATION	100.00% L.S.	\$46,345.00	\$46,345.00	0	\$0.00	100.00%	\$46,345.00
02732-E	VETERINARIAN CLINIC PUMP STATION RENOVATION	100.00% L.S.	\$30,520.00	\$30,520.00	0	\$0.00	100.00%	\$30,520.00
02732-F	JOHNSON HOMES PUMP STATION RENOVATION	100.00% L.S.	\$50,830.00	\$50,830.00	0	\$0.00	100.00%	\$50,830.00
02732-G	BIG SUGARMILL PUMP STATION RENOVATION	100.00% L.S.	\$45,770.00	\$45,770.00	0	\$0.00	100.00%	\$45,770.00
02732-H	GREENBRIAR PUMP STATION RENOVATION	100.00% L.S.	\$25,125.00	\$25,125.00	0	\$0.00	100.00%	\$25,125.00
02732-I	CHAMPLIN CIRCLE PUMP STATION RENOVATION	100.00% L.S.	\$41,170.00	\$41,170.00	0	\$0.00	100.00%	\$41,170.00
02732-J	PINELAND ROAD PUMP STATION RENOVATION	100.00% L.S.	\$53,015.00	\$53,015.00	0	\$0.00	100.00%	\$53,015.00
02732-K	WALMART PUMP STATION RENOVATION	100.00% L.S.	\$22,825.00	\$22,825.00	0	\$0.00	100.00%	\$22,825.00
02732-L	CHIPWOOD PUMP STATION RENOVATION	100.00% L.S.	\$28,215.00	\$28,215.00	0	\$0.00	100.00%	\$28,215.00
02732-M	KEYSER LANE PUMP STATION RENOVATION	100.00% L.S.	\$34,270.00	\$34,270.00	0	\$0.00	100.00%	\$34,270.00
02732-N	POPLAR CIRCLE PUMP STATION RENOVATION	100.00% L.S.	\$38,180.00	\$38,180.00	0	\$0.00	100.00%	\$38,180.00
02733-A	4" SEWER FORCE MAIN	0.00 L.F.	\$32.00	\$0.00	0	\$0.00	0.00	\$0.00
02733-B	DUCTILE IRON FITTINGS	0.00 TON	\$1.00	\$0.00	0	\$0.00	0.00	\$0.00
02733-C	8" x 4" TAPPING SLEEVE WITH VALVE	0.00 EA.	\$4,500.00	\$0.00	0	\$0.00	0.00	\$0.00
02730-A	8" SDR 26 PVC GRAVITY SEWER PIPE	4841.00 L.F.	\$34.00	\$164,594.00	0	\$0.00	4841.00	\$164,594.00
02730-B	10" SDR 26 PVC GRAVITY SEWER PIPE	126.00 L.F.	\$38.00	\$4,788.00	0	\$0.00	126.00	\$4,788.00
02730-C	6" SINGLE SEWER SERVICE ASSEMBLY	13.00 EA.	\$450.00	\$5,850.00	0	\$0.00	13.00	\$5,850.00
02731-A	4' DIA. SEWER MANHOLES, 0/6' DEPTH	9.00 EA.	\$3,700.00	\$33,300.00	0	\$0.00	9.00	\$33,300.00
02731-B	4' DIA. SEWER MANHOLES, 6/8' DEPTH	6.00 EA.	\$3,900.00	\$23,400.00	0	\$0.00	6.00	\$23,400.00
02731-C	4' DIA. SEWER MANHOLES, 8/10' DEPTH	3.00 EA.	\$4,100.00	\$12,300.00	0	\$0.00	3.00	\$12,300.00
02731-D	4' DIA. SEWER MANHOLES, 10/12' DEPTH	3.00 EA.	\$4,500.00	\$13,500.00	0	\$0.00	3.00	\$13,500.00
02731-E	5' DIA. SEWER MANHOLES, 10/12' DEPTH	1.00 EA.	\$5,500.00	\$5,500.00	0	\$0.00	1.00	\$5,500.00
02731-F	INTERIOR PROTECTIVE COATING (5' DIAMETER MANHOLE)	11.50 V/LF	\$392.00	\$4,508.00	1	\$196.00	12.00	\$4,704.00
02731-G	WATERTIGHT MANHOLE COVER	21.00 EA.	\$300.00	\$6,300.00	0	\$0.00	21.00	\$6,300.00
02221-A	SELECT SANDY BACKFILL (PLAN MEASURE)	2560.00 C.Y.	\$8.00	\$20,480.00	(2177.54)	(\$17,420.32)	382.46	\$3,059.68
02221-B	PIPE FOUNDATION MATERIAL (PLAN MEASURE)	475.00 C.Y.	\$60.00	\$28,500.00	(3.30)	(\$198.00)	471.70	\$28,302.00
02234-A	CRUSHED LIMESTONE SUB-BASE FOR CUTS IN STREET R-O-W	687.00 S.Y.	\$25.00	\$17,175.00	(271.6)	(\$6,790.00)	415.40	\$10,385.00
02234-B	LIMESTONE GRANULAR BASE COURSE FOR DRIVEWAYS	0.00 S.Y.	\$30.00	\$0.00	0	\$0.00	0.00	\$0.00
02512-A	HOT BITUMINOUS PAVEMENT (MDOT ST, 12.5mm mix) (2" Thick)	626.40 S.Y.	\$17.00	\$10,648.80	(346.7)	(\$5,893.90)	279.70	\$4,754.90
02512-B	HOT BITUMINOUS PAVEMENT (MDOT ST, 19 mm mix) (4" Thick)	42.20 S.Y.	\$44.00	\$1,856.80	0.0	\$0.00	42.20	\$1,856.80
02521-A	CONCRETE CURB AND GUTTER/ROLLOVER CURB	525.00 L.F.	\$8.00	\$4,200.00	(324.50)	(\$2,596.00)	200.50	\$1,604.00
02522-A	CONCRETE DRIVE RESTORATION (ALL TYPES)	105.30 S.Y.	\$50.00	\$5,265.00	0	\$0.00	105.30	\$5,265.00
02722-A	15" RCP CULVERT	0.00 L.F.	\$60.00	\$0.00	0	\$0.00	0.00	\$0.00
02722-B	30" RCP CULVERT	0.00 L.F.	\$65.00	\$0.00	0	\$0.00	0.00	\$0.00
02722-C	18" RCP CULVERT	0.00 L.F.	\$62.00	\$0.00	0	\$0.00	0.00	\$0.00
2721-A	CURB INLET (TYPE SS-2) WITH HS20 STEEL GRATE TOP	0.00 EA.	\$5,000.00	\$0.00	0	\$0.00	0.00	\$0.00
2721-B	CURB INLET (TYPE SS-3)	0.00 EA.	\$6,000.00	\$0.00	0	\$0.00	0.00	\$0.00
02931-A	PLANT ESTABLISHMENT (SEEDING)	2.50 AC.	\$1,000.00	\$2,500.00	0	\$0.00	2.50	\$2,500.00
02931-B	SOLID SOD (CENTIPEDE)	750.00 S.Y.	\$7.00	\$5,250.00	0	\$0.00	750.00	\$5,250.00
C01-1	INTERIOR PROTECTIVE COATING (4' DIAMETER MANHOLE)	10.00 V/LF	\$225.00	\$2,250.00	0	\$0.00	10.00	\$2,250.00
C01-2	REMOVE INFLUENT PIPE AND REPAIR LINING AT THE JOHNSON HOMES PUMP STATION	100.00% L.S.	\$1,800.00	\$1,800.00	0.00%	\$0.00	100.00%	\$1,800.00
TOTAL BASE BID						(\$32,702.22)		\$952,093.38

NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	TOTAL CONTRACT QUANTITY	TOTAL CONTRACT AMOUNT
ADDITIVE ALTERNATE "B" BID ITEMS								
CO1-02732-P	29TH STREET PUMP STATION RENOVATION	100.00% L.S.	\$38,640.00	\$38,640.00	0.00%	\$0.00	100.00%	\$38,640.00
CO1-02732-O	CYPRESS POINT PUMP STATION RENOVATION	100.00% L.S.	\$22,550.00	\$22,550.00	0.00%	\$0.00	100.00%	\$22,550.00
CO1-02732-R	SOUTH SWAN LAKE PUMP STATION RENOVATION	100.00% L.S.	\$27,025.00	\$27,025.00	0.00%	\$0.00	100.00%	\$27,025.00
CO1-02521-A	CONCRETE CURB AND GUTTER/ROLLOVER CURB RESTORATION	15 L.F.	\$12.00	\$180.00	(15)	(\$180.00)	0.00	\$0.00
CO1-02521-B	CONCRETE HEADER CURB RESTORATION	25 L.F.	\$12.00	\$300.00	0	\$0.00	25.00	\$300.00
CO1-02522-A	CONCRETE DRIVE RESTORATION (ALL TYPES)	25 L.F.	\$30.00	\$750.00	(25)	(\$750.00)	0.00	\$0.00
CO2-1	EPOXY LINE LIFT STATION AT CYPRESS POINT	0.00% L.S.	\$3,832.40	\$0.00	100.00%	\$3,832.40	100.00%	\$3,832.40
CO2-2	EPOXY LINE LIFT STATION AT 29TH STREET	0.00% L.S.	\$3,490.50	\$0.00	100.00%	\$3,490.50	100.00%	\$3,490.50
CO2-3	EPOXY LINE LIFT STATION AT SWAN LAKE	0.00% L.S.	\$17,502.50	\$0.00	100.00%	\$17,502.50	100.00%	\$17,502.50
CO2-4	BYPASS PUMPING AT CYPRESS COURT	0.00% L.S.	\$7,500.00	\$0.00	100.00%	\$7,500.00	100.00%	\$7,500.00
TOTAL ADDITIVE ALTERNATE "B" BID ITEMS				\$89,445.00		\$31,395.40		\$120,840.40
TOTAL				\$1,074,240.60		(\$1,306.82)		\$1,072,933.78

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Terri Goad, Procurement Specialist

Date: October 31, 2017

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

The City of Gulfport Police Department is requesting approval to purchase 1,000 Plastic Jr. Badges, Silver with black. Items are being purchased for activities for the citizens of Gulfport with emphasis on engaging children. The total approximate cost is \$1,110.00 – 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.”

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 POLICE DEPARTMENT RECRUITING AND COMMUNITY OUTREACH EFFORTS, AND FOR RELATED PURPOSES

WHEREAS, the Gulfport Police Department regularly participates in recruiting and community outreach efforts to assist in both identifying quality candidates to join the Department and promoting a good relationship between the Department and the community that it serves; and

WHEREAS, the City of Gulfport receives advertising thru the recruiting and community outreach efforts of the Department; 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 \$1,110.00 for the purchase of the items identified in the attached request hereto as Exhibit “A & B” 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 Gulfport Police Department, is hereby authorized to expend municipal funds in the amount of \$1,110.00, payable in payment to the entity/ies listed on the attached requests to purchase - Exhibit “A & B”.

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

The Gulfport Police Department frequently engages and participates in activities for the citizens of Gulfport with emphasis on engaging children. Groups of children often visit the building for tours. The Police Department also conducts community watch programs, community policing activities, summer camps. These events are scheduled for January 2018 through July 2018.

We are requesting your approval to purchase promotional items to support the above mentioned events such as junior badges. The total cost is approximately \$1,110.00.

Purchase Requisition

Gulfport Police Department

PR#: 18~

Bureau	☐ Operations ☒ Support ☐ Administrative Services
Division	Community Relations
Unit	Crime Prevention
Employee	Lt Mike Shaw

Quantity	Description	Cost per Unit	Total Cost
1,000	Plastic Junior Badges	\$1.05	\$1,050.00
Shipping Cost			\$ 60.00
Total Cost			\$ 1,110.00

Reason for Purchase:

Promotional Items for Public Youth

Vendor Name	Geiger	Approved City Vendor	Yes X	No
Point of Contact	Amy Barrett			
Phone Number	228-863-2231			
Fax Number	775-908-3056			
Address	7178 Bosarge Rd	City	Long Beach	
State	MS	Zip	39560	

Requested By: Mike Shaw Date: 10/26/17

Bureau Commander:  Date: 10/30/17

Deputy Chief/Chief:  Date: OCT 31 2017

Requested Delivered To: Date:

{Attach supporting documentation if needed}

Budget Line Item	(213) 610700
Purchase Order Number	
PO Issued Date	



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

October 25, 2017

Quote for Gulfport Police Department
Plastic Jr. Badges, Silver with black
1000 @ 1.05 = 1050.00
Freight estimate 60.00
Total 1110.00

Production time approximately 3 weeks.

Thank you, Amy





Economic Partners for Over 55 Years

A handwritten signature in blue ink, appearing to read "Linda Chas", is located in the upper right corner of the page.

September 25, 2017

The Honorable Billy Hewes
Mayor
City of Gulfport
Post Office Box 1780
Gulfport, MS 39502

Re: City of Gulfport Share of the Cassidy & Associates FY 2018 Contract

Dear Mayor Hewes:

As in last year, the Mississippi Development Authority (MDA) is requesting that our local governments share in paying a portion of the Cassidy & Associates contract for consulting services to help protect and grow the military facilities in Harrison County (Naval Construction Battalion Center Gulfport, the Combat Readiness Training Center, and Keesler Air Force Base) as well as the state's other military bases.

Harrison County's share of the Cassidy & Associates FY 2018 contract for consulting services to help protect our military facilities is \$21,818.18. Please refer to the attached invoice to the Harrison County Military Team for FY 2018 consulting services.

Again, we've requested that each community in Harrison County pay a proportionate amount of the county's share, and for the City of Gulfport, it would be \$3,000. Please make the check payable to *Harrison County Development Commission* as we will forward the funds to the Mississippi Development Authority.

Thank you for your support of our county military installations.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bill Hessel", is located below the "Sincerely," text.

Bill Hessel
Executive Director

12281 Intraplex Parkway · Gulfport, Mississippi 39503

Telephone: 228.896.5020 · Fax: 228.896.6020

website: www.mscoast.org



INVOICE

HARRISON COUNTY DEVELOPMENT COMMISSION

INVOICE # 12101
DATE: SEPTEMBER 25, 2017

12281 Intraplex Parkway, Gulfport, MS 39503
Phone 228-896-5020 Fax 228-896-6020
dburdine@mscoast.org

TO The Honorable Billy Hewes
Mayor
City of Gulfport
P.O. Box 1780
Gulfport, MS 39502

JOB	PAYMENT TERMS
MDA Military Consulting Contract	Due on receipt

DESCRIPTION	TOTAL
City of Gulfport Commitment of Harrison County share of MDA Military Base Consulting Contract Services for FY2018	\$3,000.00
	
TOTAL DUE	\$3,000.00

Make all checks payable to Harrison County Development Commission
THANK YOU FOR YOUR BUSINESS!

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 IN SUPPORT OF THE FY 2018
CASSIDY & ASSOCIATES CONTRACT**

WHEREAS, the Mississippi Development Authority has contracted with Cassidy & Associates to provide assistance to the State of Mississippi and it's local governmental entities in the protection and growth of military bases located within the State of Mississippi; and

WHEREAS, the cost of the FY 2018 MDA contract with Cassidy & Associates is being funded largely by the Mississippi Development Authority with Harrison County responsible for the remaining costs (City of Gulfport's share is \$3,000.00); 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 FY2018 Cassidy & Associates contract; 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), and other related code sections that an expenditure of \$3,000.00 to help fund the total contract cost will serve 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 and is an expenditure that is necessary to assist in the protection and future of the military bases located in 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 its Mayor, is hereby authorized to expend municipal funds of Three Thousand Dollars (\$3,000.00) to the Harrison County

Development Commission toward the FY 2018 Cassidy & Associates Contractor with regard to the protection and growth of the military bases located within the City of Gulfport.

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



OFFICE OF
CITY COUNCIL

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5848
Fax: 228-868-3856

October 26, 2017

City Hall
2309 15th St.
Gulfport, MS 39501

Ms. Allytra Perryman
MLK Coast-Wide Celebration
P.O. Box 56
Biloxi, MS 39533
mlkcoastwide@gmail.com

Re: Certified Audit

Dear Ms. Perryman:

Please accept this as a request from the Gulfport City Council for a certified audit of your organization.

The City of Gulfport has a standing Resolution that requests a certified audit from governmental agencies, agencies or entities to whom they provide funding or have fiduciary oversight. The City Council would like a certified audit of your last fiscal year submitted electronically and thereafter on a yearly basis (when the budget is presented). Electronic submissions should be sent to rcole@gulfport-ms.gov and brodgers@gulfport-ms.gov.

MLK Coast-Wide Celebration receives funds from the City of Gulfport and has been approved for \$3,500 in the budget for FY 2018. This information should be submitted before any funds are to be dispersed.

If you should have any questions regarding this request, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Brittany L. Rodgers".

Brittany L. Rodgers
Deputy Clerk of Council

enclosure: Resolution dated December 17, 2013

cc: Council Members (*via email*)

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 17th day of December, 2013, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
TO REQUEST A CERTIFIED AUDIT FROM THOSE GOVERNMENTAL OR QUASI-
GOVERNMENTAL ENTITIES TO WHOM THE CITY OF GULFPORT PROVIDES
FUNDING AND/OR OVER WHICH THE CITY HAS OVERSIGHT**

WHEREAS, the City of Gulfport, from time to time, expends municipal resources to provide various levels of funding to certain governmental or quasi-governmental entities for the operation of those entities; and

WHEREAS, the City of Gulfport also has oversight over some/all of the aforementioned governmental or quasi-governmental entities;

WHEREAS, included among the governmental or quasi-governmental entities contemplated by this resolution are the Gulfport School District, Memorial Hospital at Gulfport, the Gulfport-Biloxi International Airport Authority Commission, the Coast Transit Authority, the Harrison County Utility Authority, the Harrison County Motor Vehicles for hire Commission, among others; and

WHEREAS, as a part of its responsibility to ensure that municipal resources are expended efficiently and properly, the governing authority of the City of Gulfport desires to receive a copy of the certified annual audit from the governmental or quasi-governmental entities contemplated by this resolution within sixty (60) days of each annual audit.

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.

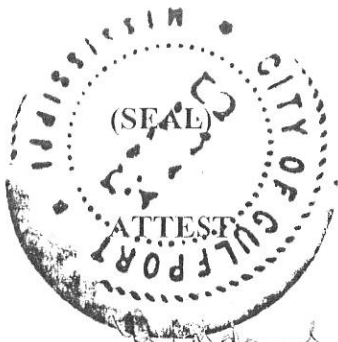
SECTION 2. That the governing authority of the City of Gulfport hereby requests that any such governmental or quasi-governmental entities, upon receipt of a copy of this resolution from the City of Gulfport, produce to the City of Gulfport the most recently completed certified financial audit of the entity and, thereafter, within 60 days of the completion of each annual audit.

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 Councilmember Pucheu, seconded by Councilmember Flowers, and was adopted by the following roll call vote:

<u>AYES</u>	<u>NAYS</u>	<u>ABSENT</u>
Casey	None	None
Dombrowski		
Holmes-Hines		
Walker		
Sharp		
Flowers		
Pucheu		

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the 17th day of December, 2013.



CLERK OF THE COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
18th day of December, 2013.

MAYOR

Financial Statements

**Gulf Coast Community Foundation, Inc.
Gulfport, Mississippi**

**Year ended June 30, 2016
(With Summarized Financial Information
For the Year Ended June 30, 2015)**

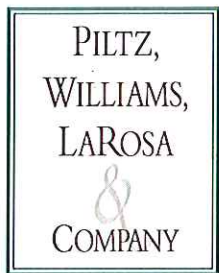
Gulf Coast Community Foundation, Inc.
Gulfport, Mississippi

Financial Statements

Year ended June 30, 2016
(With Summarized Financial Information
For the Year Ended June 30, 2015)

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CERTIFIED PUBLIC ACCOUNTANTS
A Professional Association

MEMBERS
American Institute of CPAs
AICPA Private Companies Practice Section
AICPA Governmental Audit Quality Center
AICPA Center for Audit Quality
AICPA Employee Benefit Plan Audit Quality Center
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Stephen P. Theobald, CPA, CVA
Michael D. O'Neill, CPA
John D. Prentiss, CPA
Eric B. Bland, CPA
David C. Neumann, CPA, CBA

Gerald Piltz, CPA (1925-2013)
Stanford A. Williams, Jr., CPA (Retired)
Sam J. LaRosa, Jr., CPA (Retired)
William S. Thompson, CPA (Retired)
Gene M. Clark, Jr., CPA (Retired)
Darrell L. Galey, CPA
Margaret D. Closson, CPA

Independent Auditors' Report

To the Board of Directors
Gulf Coast Community Foundation, Inc.
Gulfport, Mississippi

We have audited the accompanying financial statements of Gulf Coast Community Foundation, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2016, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

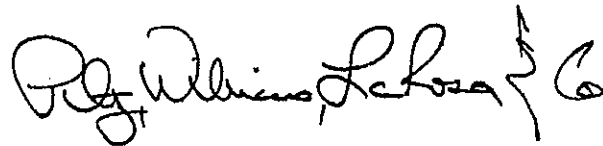
We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Gulf Coast Community Foundation, Inc. as of June 30, 2016 and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Gulf Coast Community Foundation, Inc.'s 2015 financial statements, and we expressed an unmodified audit opinion on those financial statements in our report dated November 4, 2015. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2015, is consistent, in all material respects, with the audited financial statements from which it has been derived.

A handwritten signature in black ink, appearing to read "R. J. Williams, CPA", with a stylized flourish at the end.

Certified Public Accountants

Biloxi, Mississippi
October 27, 2016

Gulf Coast Community Foundation, Inc.
Statements of Financial Position

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	June 30,	
	2016	2015
Assets		
Cash and cash equivalents	\$ 3,829,438	\$ 4,588,928
Investments, equity and debt securities	14,515,089	14,135,819
Assets held in charitable lead trust	403,292	475,795
Beneficial interest in charitable remainder unitrust	1,398,589	1,473,016
Investment in Gulf Coast Nonprofit Center	1,552,838	1,630,069
Accounts receivable, other	1,452	1,452
Property and equipment, net	7,892	5,689
Total assets	<u>\$ 21,708,590</u>	<u>\$ 22,310,768</u>
 Liabilities and Net Assets		
Liabilities		
Accounts payable	\$ 11,515	\$ 5,984
Grants payable	26,044	58,579
Payroll liabilities	13,999	9,415
Liability for agency relationships	3,084,875	3,172,739
Liability for split interest agreement	385,124	449,383
Total liabilities	<u>3,521,557</u>	<u>3,696,100</u>
 Net assets		
Unrestricted	10,981,609	11,483,048
Temporarily restricted	7,205,424	7,131,620
Total net assets	<u>18,187,033</u>	<u>18,614,668</u>
 Total liabilities and net assets	<u>\$ 21,708,590</u>	<u>\$ 22,310,768</u>

The accompanying notes are an integral part of the financial statements.

Gulf Coast Community Foundation, Inc.

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Statements of Activities

For the Year Ended June 30, 2016

(With Summarized Financial Information for the Year Ended June 30, 2015)

	Unrestricted	Temporarily Restricted	2016	2015
	Net Assets	Net Assets	Total	Total
Support and revenue				
Contributions	\$ 376,273	\$ 2,074,003	\$ 2,450,276	\$ 3,466,745
Fund raising income	60,445	-	60,445	74,731
Administrative fees, net	33,148	-	33,148	34,919
Interest and dividends	200,911	92,291	293,202	251,506
Realized/unrealized gain (loss)	(297,392)	(151,952)	(449,344)	(79,489)
Change in value of split-interest agreements	(74,427)	-	(74,427)	(14,726)
Decrease in equity of unconsolidated non-profit entity	(77,231)	-	(77,231)	(90,771)
Amortization of discounts	-	1,756	1,756	2,270
Other income	716	-	716	997
Net assets released from restrictions	1,942,294	(1,942,294)	-	-
Total support and revenue	<u>2,164,737</u>	<u>73,804</u>	<u>2,238,541</u>	<u>3,646,182</u>
Expenses				
Program services:				
Grants	2,028,948	-	2,028,948	1,451,419
General and administrative	269,313	-	269,313	166,041
Support services:				
General and administrative	332,757	-	332,757	238,010
Fundraising	35,158	-	35,158	36,862
Total expenses	<u>2,666,176</u>	<u>-</u>	<u>2,666,176</u>	<u>1,892,332</u>
Changes in net assets	(501,439)	73,804	(427,635)	1,753,850
Net assets, beginning of year	11,483,048	7,131,620	18,614,668	16,860,818
Net assets, end of year	<u>\$ 10,981,609</u>	<u>\$ 7,205,424</u>	<u>\$ 18,187,033</u>	<u>\$ 18,614,668</u>

The accompanying notes are an integral part of the financial statements.

Gulf Coast Community Foundation, Inc.

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Statements of Functional Expenses

For the Year Ended June 30, 2016

(With Summarized Financial Information for the Year Ended June 30, 2015)

	Program Services	Admini- strative	Fundraising	2016 Total	2015 Total
Personnel					
Salaries	\$ 157,738	\$ 82,082	\$ 10,572	\$ 250,392	\$ 181,763
Employee benefits	19,250	10,017	1,291	30,558	16,456
Payroll taxes	14,245	7,413	954	22,612	18,014
Totals	<u>191,233</u>	<u>99,512</u>	<u>12,817</u>	<u>303,562</u>	<u>216,233</u>
Other					
Grants and allocations	2,028,948	-	-	2,028,948	1,451,419
Fundraising	-	-	17,108	17,108	19,153
Professional fees	-	98,898	-	98,898	35,125
Advertising	781	406	52	1,239	-
Brokerage fees	-	85,243	-	85,243	79,037
Computer	13,355	6,949	895	21,199	24,012
Consulting fees	9,504	4,945	637	15,086	13,715
Depreciation	-	1,348	-	1,348	1,022
Dues and subscriptions	-	7,125	-	7,125	6,275
Telephone	4,735	2,464	317	7,516	5,843
Postage	1,304	679	87	2,070	1,930
Rent/lease	15,120	7,868	1,014	24,002	19,775
Office supplies and expense	4,505	2,345	302	7,152	1,835
Printing and publications	6,274	3,265	421	9,960	1,725
Travel and meetings	14,554	7,574	975	23,103	4,701
Insurance	4,912	2,556	330	7,798	5,099
Miscellaneous	3,036	1,580	203	4,819	5,433
Totals	<u>2,107,028</u>	<u>233,245</u>	<u>22,341</u>	<u>2,362,614</u>	<u>1,676,099</u>
Total expenses	<u>\$ 2,298,261</u>	<u>\$ 332,757</u>	<u>\$ 35,158</u>	<u>\$ 2,666,176</u>	<u>\$1,892,332</u>

The accompanying notes are an integral part of the financial statements.

Gulf Coast Community Foundation, Inc.
Statements of Cash Flows

6

	Year Ended June 30,	
	2016	2015
Cash flows from operating activities		
Increase in net assets	\$ (427,635)	\$ 1,753,850
Adjustments to reconcile increase in net assets to net cash used in operating activities:		
Depreciation expense	1,348	1,022
Amortization of discount on split-interest agreement	(1,756)	(2,270)
Realized and unrealized loss (gain) on investments	449,344	79,489
(Increase) decrease in operating assets:		
Assets held in charitable lead trust	72,503	57,536
Beneficial interest in remainder trust	74,427	14,726
Interest in unconsolidated non-profit entity	77,231	90,771
Accounts receivable - other	-	(1,452)
Increase (decrease) in operating liabilities:		
Payroll taxes payable	4,584	4,264
Liability for agency relationships	(87,864)	(145,586)
Liability for split interest agreement	(64,259)	(49,807)
Grants payable	(32,535)	8,566
Accounts payable	5,531	(796)
Net cash provided by operating activities	<u>70,919</u>	<u>1,810,313</u>
Cash flows from investing activities		
Additions to fixed assets	(3,551)	(6,207)
Investment purchases, net of redemptions	<u>(826,858)</u>	<u>700,582</u>
Net cash provided by (used in) investing activities	<u>(830,409)</u>	<u>694,375</u>
Net increase (decrease) in cash and cash equivalents	(759,490)	2,504,688
Cash and cash equivalents, beginning of year	<u>4,588,928</u>	<u>2,084,240</u>
Cash and cash equivalents, end of year	<u><u>\$ 3,829,438</u></u>	<u><u>\$ 4,588,928</u></u>

The accompanying notes are an integral part of the financial statements.

Note 1 – Summary of Significant Accounting Policies

Organization – The Gulf Coast Community Foundation, Inc. (the Foundation) is a Mississippi nonprofit corporation chartered on October 5, 1989. It is operated exclusively for public charitable uses and purposes, including, but not limited to, all charitable, scientific, literary, educational, cultural, and civic purposes that most effectively serve the needs and interests of the Mississippi Gulf Coast community. The Foundation administers funds contributed or bequeathed to it by individuals, other agencies, corporations, and other sources for the benefit of the Mississippi Gulf Coast in a manner consistent with donors' interests.

Basis of accounting – The financial statements of the Foundation have been prepared on the accrual basis of accounting and, accordingly, reflect all significant receivables, payables, and other liabilities.

Financial statement presentation – The Foundation reports information regarding its financial position and activities according to three classes of net assets: unrestricted, temporarily restricted, and permanently restricted. A description of these classes is as follows:

Temporarily restricted - funds with donor-imposed purpose restrictions which have not been met and trust activity for which the ultimate purpose of the proceeds is not permanently restricted.

Permanently restricted - funds with donor restrictions that the corpus be invested in perpetuity and only the income be made available in accordance with donor restrictions.

Unrestricted - all other net assets, including board-designated or appropriated amounts.

Amounts held for others under agency transactions – If a not-for-profit organization establishes a fund at the Foundation with its own funds and specifies itself as the beneficiary of that fund, the community foundation must account for the transfer of such assets as a liability. The Foundation refers to such funds as "liability for agency relationships."

Cash and cash equivalents – For purposes of the statements of cash flows, the Foundation considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents.

Income taxes – The Foundation is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. Similar provisions are available under the Mississippi Code for exemption from state income taxes. Management has evaluated the Foundation's tax positions and believes there are no uncertain tax positions requiring disclosure.

Property and equipment – Property and equipment are stated at cost if purchased, or at fair market value if contributed. Depreciation is provided using the straight-line method over the estimated useful lives of the assets. Additions and betterments of \$500 or more are capitalized, while maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed currently.

Gulf Coast Community Foundation, Inc.
Notes to Financial Statements
(Continued)

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Grants payable – Grants payable represents amounts due to fund beneficiaries that have been approved by the board and should be paid within the next twelve months.

Estimates – Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could differ from those estimates.

Functional allocation of expenses – The costs of providing the various programs and activities have been summarized on a functional basis in the statements of functional expenses. Accordingly, certain costs have been allocated among the program and supporting services benefited.

Summarized financial information – The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Foundation's financial statements for the year ended June 30, 2015, from which the summarized information was derived.

Note 2 – Investments, Equity and Debt Securities

Investments are carried at fair value, and net realized and unrealized gains and losses are reflected in the statements of activities. The investments' cost, market value, and realized and unrealized gains were as follows for the years ending:

	<u>June 30, 2016</u>		<u>June 30, 2015</u>	
	Cost/ Donated Value	Market Value	Cost/ Donated Value	Market Value
Equity mutual funds	\$ 7,604,574	\$ 8,671,463	\$ 6,549,885	\$ 8,473,849
Government bonds	2,379,085	2,406,079	2,649,830	2,665,761
Corporate bonds	3,336,632	3,437,547	2,972,355	2,996,209
Totals	<u>\$ 13,320,291</u>	<u>\$ 14,515,089</u>	<u>\$12,172,070</u>	<u>\$14,135,819</u>
Excess of market over cost, end of year		\$ 1,194,798		\$ 1,963,749
Excess of market over cost, beginning of year		<u>1,963,749</u>		<u>2,976,223</u>
Unrealized gain (loss) for the year		(768,951)		(1,012,474)
Allocated to liability for agency funds		<u>(147,289)</u>		<u>(234,902)</u>
Allocated to Foundation net assets		(621,662)		(777,572)
Realized gain for the year		<u>172,318</u>		<u>698,083</u>
Net realized and unrealized gain (loss) on investments		<u>\$ (449,344)</u>		<u>\$ (79,489)</u>

Gulf Coast Community Foundation, Inc.
Notes to Financial Statements
(Continued)

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Note 3 - Charitable Lead Trust

On August 29, 1997, a donor established a charitable lead trust naming the Foundation as the trustee and co-beneficiary. Under terms of the split-interest agreement, the Foundation is to receive \$10,000 annually for twenty years for its unrestricted use, and the Catholic Diocese of Biloxi is to receive \$50,000 annually for the same period. At the expiration of the twenty years, the trust is to terminate and the remaining trust assets are to be distributed to others as specified in the trust agreement. Using a 6.65% discount rate, the present value of future benefits expected to be received by the Foundation was estimated to be \$107,317, which was reported in 1997 as a temporarily restricted contribution. Each year, the Foundation recognizes temporarily restricted revenue for the amortization of the present value discount. The Foundation recognized amortization of the discount on the estimated present value of future benefits of \$1,756 and \$2,270 for the years ending June 30, 2016 and 2015, respectively.

Assets held under this agreement are recorded at market value and are reflected on the statement of financial position of the Foundation as of June 30, 2016 and 2015 in the amount of \$403,292 and \$475,795, respectively. The present value of the remainder interest of this trust is included in liabilities. This liability is adjusted during the term of the split-interest agreement for changes in the fair value of the assets and the amortization of the discount.

Note 4 - Charitable Remainder Unitrust

During 2003, a donor established a charitable remainder unitrust with a local third party investment advisory firm. The charitable remainder unitrust provides for distributions to the grantor or other designated beneficiaries over the life of the unitrust (usually the designated beneficiary's lifetime). Upon the death of the designated beneficiary, the remaining unitrust assets will be distributed to the Foundation in satisfaction of its charitable remainder interest. The present value of the unitrust attributable to the future benefits to be received by the Foundation is recorded in the statement of financial position as of June 30, 2016 and 2015 in the amount of \$1,398,589 and \$1,473,016, respectively. On an annual basis, the Foundation will revalue the remainder interest based on applicable mortality tables and current market conditions.

Note 5 - Investment in Gulf Coast Non-Profit Center

The Foundation acquired a 30% equity interest in the Gulf Coast Non-Profit Center, Inc. for \$2,000,000 on June 12, 2008. The Center leases space to non-profit organizations on the Mississippi Gulf Coast at below market price in order to increase their capacity to serve the community. The Center is a 501(c)(25) organization with the United Way of South Mississippi (20%), the Gulf Coast Business Council Research Foundation (30%), the Gulf Coast Community Foundation (30%), and the Mississippi Gulf Coast Chamber of Commerce Foundation (20%) as its members. The facility is operating with a high occupancy rate as of the date of this report, but declines in that occupancy rate could lead to a higher rate of rent for the equity members or a need for capital contributions by the equity members. It is the policy of the Foundation to account for this investment under the equity method of accounting.

Gulf Coast Community Foundation, Inc.
Notes to Financial Statements
(Continued)

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The following summarized financial information of the Gulf Coast Non-Profit Center, Inc. is being presented using the calendar year end of the entity:

	December 31,			Year Ended December 31,	
	2015	2014		2015	2014
Assets	\$ 4,701,280	\$ 4,953,289	Revenues	\$ 658,706	\$ 573,578
Liabilities	(36,825)	(31,396)	Expenses	(916,144)	(876,146)
Equity	<u>\$ 4,664,455</u>	<u>\$ 4,921,893</u>	Changes in equity	<u>\$ (257,438)</u>	<u>\$ (302,568)</u>

Note 6 - Risks and Uncertainties

The Foundation maintains cash balances at financial institutions which at times may exceed the federally insured limit of \$250,000. The Foundation also maintains money market accounts at investment institutions that are not insured by the FDIC. Total uninsured balances at June 30, 2016 and 2015 were \$2,997,400 and \$2,890,061, respectively. The Foundation has not experienced any such losses and does not believe that it is exposed to any significant credit risk on these deposits.

Investment securities are exposed to various market and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in net values of investment securities will occur in the near term and those changes could materially affect the amounts reported in the statements of financial position.

Note 7 – Fair Value Measurements

ASC 820, *Fair Value Measurements and Disclosures*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. ASC 820 also establishes a framework for measuring fair value and expands disclosures about fair value measurements. The fair value hierarchy established in ASC 820 prioritizes the inputs used in valuation techniques into three levels as follows:

- 1 Level 1 – inputs are quoted prices in active markets for identical assets or liabilities;
- 2 Level 2 – inputs are other than quoted prices included within level 1 that are observable for the asset or liability, either directly or indirectly; and
- 3 Level 3 – inputs are unobservable for the assets or liability.

Gulf Coast Community Foundation, Inc.
Notes to Financial Statements
(Continued)

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Fair values of assets measured on a recurring basis at June 30, 2016 and 2015 are as follows:

<u>June 30, 2016</u>	Market Value	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)
Investments, equity and debt securities			
Equity mutual funds	\$ 8,671,463	\$ 8,671,463	\$ -
Government bonds	2,406,079	2,406,079	-
Corporate bonds	3,437,547	3,437,547	-
Total investments	<u>\$ 14,515,089</u>	<u>\$ 14,515,089</u>	<u>\$ -</u>
Assets held in charitable lead trust	<u>\$ 403,292</u>	<u>\$ 403,292</u>	<u>\$ -</u>
Beneficial interest in charitable remainder unitrust	<u>\$ 1,398,589</u>	<u>\$ -</u>	<u>\$ 1,398,589</u>
 <u>June 30, 2015</u>			
Investments, equity and debt securities			
Equity mutual funds	\$ 8,473,849	\$ 8,473,849	\$ -
Government bonds	2,665,761	2,665,761	-
Corporate bonds	2,996,209	2,996,209	-
Total investments	<u>\$ 14,135,819</u>	<u>\$ 14,135,819</u>	<u>\$ -</u>
Assets held in charitable lead trust	<u>\$ 475,795</u>	<u>\$ 475,795</u>	<u>\$ -</u>
Beneficial interest in charitable remainder unitrust	<u>\$ 1,473,016</u>	<u>\$ -</u>	<u>\$ 1,473,016</u>

The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

The Foundation had no assets or liabilities valued using Level 3 inputs. The following is a description of the methodologies used for assets measured at fair value.

Investments, equity and debt securities and Assets held in Charitable Lead Trust: Valued at the closing price reported on the active market on which the individual securities are traded.

Beneficial interest in charitable remainder unitrust: Valued at the present value of future benefits to be received.

Gulf Coast Community Foundation, Inc.
Notes to Financial Statements
(Continued)

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Note 8 - Property and Equipment

Depreciation expense for the periods ended June 30, 2016 and 2015 was \$1,348 and \$1,022, respectively. A summary of property and equipment follows:

	June 30,	
	2016	2015
Computer equipment	\$ 50,760	\$ 50,760
Software	20,000	20,000
Leashold Improvements	3,550	-
Office furniture	3,179	3,179
Net property and equipment	77,489	73,939
Less accumulated depreciation	69,597	68,250
Totals	<u>\$ 7,892</u>	<u>\$ 5,689</u>

Note 9 - Liability for Agency Relationships

The Foundation maintained agency funds for the years ended June 30, 2016 and 2015 which are reported on the Statement of Financial Position as a liability. Agency funds are categorized by the Foundation into the following fund types:

	June 30,	
	2016	2015
Healthcare	\$2,437,169	\$ 2,504,276
Field of interest	163,420	168,312
Scholarship & education programs	441,450	455,919
Organization's operation	42,836	44,232
Totals	<u>\$ 3,084,875</u>	<u>\$ 3,172,739</u>

Note 10 - Temporarily Restricted Net Assets

Temporarily restricted net assets available have been categorized as follows:

	June 30,	
	2016	2015
Donor-advised	\$ 91,279	\$ 95,266
Designated	4,537,233	6,143,471
Employee assistance	265,977	17,500
Field of interest	203,297	197,422
Scholarship & education programs	1,882,473	677,961
Fiscal Agent	225,165	-
Totals	<u>\$ 7,205,424</u>	<u>\$ 7,131,620</u>

Note 11 - Related Party Lease Commitments

The Foundation rents office and storage space from the Gulf Coast Nonprofit Center (see Note 5). Both leases are for a period of 12 months and are renewed annually. Rent expense for the years ended June 30, 2016 and 2015 amounted to \$24,002 and \$19,775, respectively.

Gulf Coast Community Foundation, Inc.
Notes to Financial Statements
(Continued)

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Note 12 – Endowment Funds

Effective July 1, 2012 the State of Mississippi enacted the Uniform Prudent Management of Institutional Funds Act “UPMIFA”. The Foundation interprets the current state law regarding the treatment of endowments as the preservation of purchasing power and prudent expenditure of endowment funds and related appreciation.

The Board of Directors has determined that the majority of the Foundation’s contributions are subject to the terms of its governing documents. Certain contributions are received subject to other gift instruments, or are subject to specific agreements with the Foundation. Under the terms of the Foundation’s governing documents, the Board of Directors has the ability to distribute so much of the original principal of any trust or separate gift, devise, bequest, or fund as the Board in its sole discretion shall determine. As a result of the ability to distribute the principal, all contributions not classified as temporarily restricted or permanently restricted are classified as unrestricted net assets for financial statement purposes.

Endowment investment and spending policies - The Foundation has adopted investment and spending policies, approved by the Board of Directors, for endowment assets. The intent of the Foundation is to keep the corpus intact with the income and/or capital gains expended in keeping with the purpose of the Foundation. The objective is to grow the portfolio in parity with the inflation-adjusted target spending. The Foundation targets a diversified asset allocation that places an emphasis on equity-based investments and bond investments to achieve its long-term objectives within prudent risk parameters.

The spending policy calculates the amount of money annually distributed from the Foundation’s various endowed funds, for program services and administration. The current spending policy is to distribute an amount of 5% of the fair value of the endowment funds as of the beginning of each fiscal year. Accordingly, over the long term, the Foundation expects its current spending policy to allow its endowment assets to grow and allow the Foundation to collect an administrative fee for maintaining the funds. This is consistent with the Foundation’s objective to maintain the purchasing power of endowment assets as well as to provide additional real growth through investment return.

Endowment net asset composition by type of fund as of June 30, 2016 is as follows:

	Unrestricted	Temporarily Restricted	Total
Donor-restricted endowment funds			
Designated	\$ -	\$ 1,013,448	\$ 1,013,448
Employee Assistance	-	265,977	265,977
Scholarship	-	1,878,310	1,878,310
Unrestricted board designated funds			
Designated	1,531,492	-	1,531,492
Donor-advised	2,254,061	-	2,254,061
Field of interest	3,918,611	-	3,918,611
Scholarship	953,216	-	953,216
Total funds	<u>\$ 8,657,380</u>	<u>\$ 3,157,735</u>	<u>\$ 11,815,115</u>

Gulf Coast Community Foundation, Inc.
Notes to Financial Statements
(Continued)

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Changes in endowment net assets as of June 30, 2016 are as follows:

	Unrestricted	Temporarily Restricted	Total Net Endowment Assets
Endowment net assets, beginning of year	\$ 9,044,041	\$ 2,253,402	\$ 11,297,443
Contributions	215,255	1,557,772	1,773,027
Investment income	169,173	61,957	231,130
Net appreciation (depreciation)	(371,819)	(92,773)	(464,592)
Amounts appropriated for expenditure	(399,270)	(622,623)	(1,021,893)
Endowment net assets, end of year	<u>\$ 8,657,380</u>	<u>\$ 3,157,735</u>	<u>\$ 11,815,115</u>

Endowment net asset composition by type of fund as of June 30, 2015 is as follows:

	Unrestricted	Temporarily Restricted	Total
Donor-restricted endowment funds			
Designated	\$ -	\$ 1,582,354	\$ 1,582,354
Scholarship	-	671,048	671,048
Unrestricted board designated funds			
Designated	1,608,805	-	1,608,805
Donor-advised	2,263,085	-	2,263,085
Field of interest	4,166,127	-	4,166,127
Scholarship	1,006,024	-	1,006,024
Total funds	<u>\$ 9,044,041</u>	<u>\$ 2,253,402</u>	<u>\$ 11,297,443</u>

Changes in endowment net assets as of June 30, 2015 are as follows:

	Unrestricted	Temporarily Restricted	Total Net Endowment Assets
Endowment net assets, beginning of year	\$ 9,391,327	\$ 2,771,743	\$ 12,163,070
Contributions	183,675	-	183,675
Investment income	165,093	54,590	219,683
Net appreciation (depreciation)	(69,320)	(15,993)	(85,313)
Amounts appropriated for expenditure	(626,734)	(556,938)	(1,183,672)
Endowment net assets, end of year	<u>\$ 9,044,041</u>	<u>\$ 2,253,402</u>	<u>\$ 11,297,443</u>

Gulf Coast Community Foundation, Inc.
Notes to Financial Statements
(Continued)

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Note 13 – Defined Contribution Retirement Plan

The Foundation adopted a resolution effective February 24, 2015, approving the establishment of a tax deferred investment plan under Internal Revenue Code Section 403(b). Employees are eligible to participate in the Plan when they have met service requirements. The Plan is a pre-tax elective deferral plan, commonly known as a Simple IRA. The elective deferral limit for calendar year 2016 was \$12,500 plus the \$3,000 catch up provision for employees 50 or older. The Foundation may elect to match participants' pre-tax deferrals on a dollar-for-dollar basis up to 3% (but not less than 1%) of eligible compensation for any year. The Foundation may contribute less than a 3% match (but not less than 1%) in no more than two out of every five years. In lieu of matching contributions, the Foundation may elect to make a non-elective contribution of 2% of each eligible employee's compensation. Employees are immediately vested in all contributions. Employer contributions of \$6,458 and \$1,053 are included in employee benefits expense for June 30, 2016 and 2015, respectively.

Note 14 - Subsequent Events

Management has evaluated subsequent events through October 27, 2016, the date on which the financial statements were available to be issued.

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 AT THE 2018 MARTIN LUTHER KING PARADE

WHEREAS, the Coast-wide annual Martin Luther King Parade will once again hit the streets of the Mississippi Gulf Coast in January of 2018; and

WHEREAS, the City of Gulfport receives advertising thru the advance advertising and press coverage afforded this annual event held in memory of the life and work of the late Rev. Dr. Martin Luther King, Jr.; 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 \$3,500.00 to the Gulf Coast Community Foundation for and on behalf of the Coast-wide Martin Luther King, Jr., Committee in support of the 2018 MLK Parade 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 its Mayor, is hereby authorized to expend municipal funds in the amount of Three Thousand Five Hundred Dollars (\$3,500.00) payable to the Gulf

Coast Community Foundation for an on behalf of the Coast-wide Martin Luther King, Jr., Committee to be used to advertise the 2018 MLK parade and the City of Gulfport.

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



OFFICE OF
CITY COUNCIL

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5848
Fax: 228-868-3856

City Hall
2309 15th St.
Gulfport, MS 39501

October 26, 2017

Mr John McFarland
Executive Director
Southeast MS Chapter
American Red Cross
612 E. Pass Road
Gulfport, MS 39507
John.McFarland2@redcross.org

Re: Certified Audit

Dear Mr. McFarland:

Please accept this as a request from the Gulfport City Council for a certified audit of your organization.

The City of Gulfport has a standing Resolution that requests a certified audit from governmental agencies, agencies or entities to whom they provide funding or have fiduciary oversight. The City Council would like a certified audit of your last fiscal year submitted electronically and thereafter on a yearly basis (when the budget is presented). Electronic submissions should be sent to rcole@gulfport-ms.gov and brodgers@gulfport-ms.gov.

American Red Cross receives funds from the City of Gulfport and has been approved for \$5,000 in the budget for FY 2018. This information should be submitted before any funds are to be dispersed.

If you should have any questions regarding this request, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Brittany L. Rodgers".

Brittany L. Rodgers
Deputy Clerk of Council

enclosure: Resolution dated December 17, 2013

cc: Council Members (*via email*)

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 17th day of December, 2013, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
TO REQUEST A CERTIFIED AUDIT FROM THOSE GOVERNMENTAL OR QUASI-
GOVERNMENTAL ENTITIES TO WHOM THE CITY OF GULFPORT PROVIDES
FUNDING AND/OR OVER WHICH THE CITY HAS OVERSIGHT**

WHEREAS, the City of Gulfport, from time to time, expends municipal resources to provide various levels of funding to certain governmental or quasi-governmental entities for the operation of those entities; and

WHEREAS, the City of Gulfport also has oversight over some/all of the aforementioned governmental or quasi-governmental entities;

WHEREAS, included among the governmental or quasi-governmental entities contemplated by this resolution are the Gulfport School District, Memorial Hospital at Gulfport, the Gulfport-Biloxi International Airport Authority Commission, the Coast Transit Authority, the Harrison County Utility Authority, the Harrison County Motor Vehicles for hire Commission, among others; and

WHEREAS, as a part of its responsibility to ensure that municipal resources are expended efficiently and properly, the governing authority of the City of Gulfport desires to receive a copy of the certified annual audit from the governmental or quasi-governmental entities contemplated by this resolution within sixty (60) days of each annual audit.

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 governing authority of the City of Gulfport hereby requests that any such governmental or quasi-governmental entities, upon receipt of a copy of this resolution from the City of Gulfport, produce to the City of Gulfport the most recently completed certified financial audit of the entity and, thereafter, within 60 days of the completion of each annual audit.

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 Councilmember Pucheu, seconded by Councilmember Flowers, and was adopted by the following roll call vote:

AYES

Casey

Dombrowski

Holmes-Hines

Walker

Sharp

Flowers

Pucheu

NAYS

None

ABSENT

None

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the 17th day of December, 2013.



Brandon S. Cole
CLERK OF THE COUNCIL

ADOPTED:

R. D. Bell
PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
18th day of December, 2013.

[Signature]
MAYOR



THE AMERICAN NATIONAL RED CROSS

Consolidated Financial Statements
with Schedule of Operating Revenues and Expenses
for the Mississippi Region

June 30, 2016

(With Independent Auditors' Report Thereon)

THE AMERICAN NATIONAL RED CROSS
Consolidated Financial Statements
with Schedule of Operating Revenues and Expenses
for the Mississippi Region
June 30, 2016

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KPMG LLP
1676 International Drive
McLean, VA 22102

Independent Auditors' Report

The Board of Governors
The American National Red Cross:

We have audited the accompanying consolidated financial statements of The American National Red Cross (the Organization), which comprise the consolidated statement of financial position as of June 30, 2016, and the related consolidated statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of The American National Red Cross as of June 30, 2016, and the changes in their net assets, their functional expenses and cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.



Report on Summarized Comparative Information

We have previously audited The American National Red Cross 2015 consolidated financial statements, and expressed an unmodified audit opinion on those consolidated financial statements in our report dated October 28, 2015. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2015 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The supplemental information included in the Schedule is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

KPMG LLP

McLean, Virginia

October 27, 2016, except for the supplemental information included in the Schedule, which is as of December 5, 2016

THE AMERICAN NATIONAL RED CROSS
Consolidated Statement of Financial Position
June 30, 2016
(with comparative information as of June 30, 2015)
(In thousands)

	<u>2016</u>	<u>2015</u>
Assets:		
Current assets:		
Cash and cash equivalents	\$ 83,344	\$ 119,322
Investments (Note 4)	475,624	397,845
Trade receivables, including grants, net of allowance for doubtful accounts of \$2,398 in 2016 and \$3,066 in 2015 (Note 11)	197,120	191,582
Contributions receivable, net (Note 2)	66,430	76,010
Inventories, net of allowance for obsolescence of \$833 in 2016 and \$7,298 in 2015	38,179	71,555
Other current assets	<u>32,226</u>	<u>16,854</u>
Total current assets	892,923	873,168
Investments (Note 4)	1,157,730	1,385,927
Contributions receivable, net (Note 2)	8,672	8,751
Land, buildings, and other property, net (Note 3)	879,168	845,053
Assets held for sale, net (Note 3)	50,662	117,078
Other assets (Note 9)	<u>246,651</u>	<u>256,165</u>
Total assets	<u>\$ 3,235,806</u>	<u>\$ 3,486,142</u>
Liabilities and Net Assets:		
Current liabilities:		
Accounts payable and accrued expenses	\$ 251,737	\$ 260,977
Current portion of debt (Note 5)	30,715	41,809
Postretirement benefits (Note 10)	3,665	3,800
Other current liabilities (Note 9 and 11)	<u>141,644</u>	<u>154,933</u>
Total current liabilities	427,761	461,519
Debt (Note 5)	572,234	603,172
Pension and postretirement benefits (Note 10)	1,103,157	682,514
Other liabilities (Notes 5 and 9)	<u>146,981</u>	<u>145,127</u>
Total liabilities	<u>2,250,133</u>	<u>1,892,332</u>
Net assets (Notes 7 and 8):		
Unrestricted cash available for operations, net investment in land, buildings and other property, and other net assets	1,300,424	1,351,700
Pension and postretirement benefits and other long term liabilities	<u>(1,724,876)</u>	<u>(1,302,024)</u>
Unrestricted net assets	(424,452)	49,676
Temporarily restricted net assets	602,314	751,529
Permanently restricted net assets	<u>807,811</u>	<u>792,605</u>
Total net assets	985,673	1,593,810
Commitments and contingencies (Notes 4, 5, 6, 10, 11)		
Total liabilities and net assets	<u>\$ 3,235,806</u>	<u>\$ 3,486,142</u>

See accompanying Notes to consolidated financial statements.

THE AMERICAN NATIONAL RED CROSS

Consolidated Statement of Activities

Year ended June 30, 2016

(with summarized information for the year ended June 30, 2015)

(In thousands)

	<u>Unrestricted</u>	<u>Temporarily restricted</u>	<u>Permanently restricted</u>	<u>Totals</u>	
				<u>2016</u>	<u>2015</u>
Operating revenues and gains:					
Contributions:					
Corporate, foundation and individual giving	\$ 170,300	\$ 208,065	\$ 71	\$ 378,436	\$ 397,193
United Way and other federated	11,790	54,070	—	65,860	76,918
Legacies and bequests	61,616	9,829	25,379	96,824	105,810
Services and materials	51,016	10,337	—	61,353	23,744
Products and services:					
Biomedical	1,746,336	—	—	1,746,336	1,798,176
Program materials	132,606	—	—	132,606	126,883
Contracts, including federal government	74,119	—	—	74,119	66,088
Investment income (Note 4)	47,596	37,745	—	85,341	107,559
Other revenues	19,095	168	—	19,263	35,142
Net assets released from restrictions	400,157	(400,157)	—	—	—
Total operating revenues and gains	<u>2,714,631</u>	<u>(79,943)</u>	<u>25,450</u>	<u>2,660,138</u>	<u>2,737,513</u>
Operating expenses:					
Program services:					
Services to the Armed Forces	65,231	—	—	65,231	48,744
Biomedical services	1,736,307	—	—	1,736,307	1,869,188
Community services	33,164	—	—	33,164	43,128
Domestic disaster services	332,740	—	—	332,740	356,496
Health and safety services	148,310	—	—	148,310	146,590
International relief and development services	119,709	—	—	119,709	129,807
Total program services	<u>2,435,461</u>	<u>—</u>	<u>—</u>	<u>2,435,461</u>	<u>2,593,953</u>
Supporting services:					
Fund raising	169,676	—	—	169,676	180,934
Management and general	116,402	—	—	116,402	121,952
Total supporting services	<u>286,078</u>	<u>—</u>	<u>—</u>	<u>286,078</u>	<u>302,886</u>
Total operating expenses	<u>2,721,539</u>	<u>—</u>	<u>—</u>	<u>2,721,539</u>	<u>2,896,839</u>
Change in net assets from operations	(6,908)	(79,943)	25,450	(61,401)	(159,326)
Nonoperating investments gains(losses) (Note 4)	(66,869)	(69,272)	(10,244)	(146,385)	(55,005)
Pension-related changes other than net periodic benefit cost (Note 10)	<u>(400,351)</u>	<u>—</u>	<u>—</u>	<u>(400,351)</u>	<u>(152,617)</u>
Change in net assets	(474,128)	(149,215)	15,206	(608,137)	(366,948)
Net assets, beginning of year	49,676	751,529	792,605	1,593,810	1,960,758
Net assets, end of year	<u>\$ (424,452)</u>	<u>\$ 602,314</u>	<u>\$ 807,811</u>	<u>\$ 985,673</u>	<u>\$ 1,593,810</u>

See accompanying Notes to consolidated financial statements.

THE AMERICAN NATIONAL RED CROSS

Statement of Functional Expenses

Year ended June 30, 2016

(with summarized information for the year ended June 30, 2015)

(In thousands)

	Program services						
	Services to the Armed Forces	Biomedical Services	Community Services	Domestic Disaster Services	Health and Safety Services	International Relief & Development Services	Total Program Services
Salaries and wages	\$ 25,542	\$ 777,956	\$ 13,815	\$ 94,164	\$ 57,517	\$ 21,663	\$ 990,657
Employee benefits	6,772	206,257	3,663	24,965	15,249	5,743	262,649
Subtotal	32,314	984,213	17,478	119,129	72,766	27,406	1,253,306
Travel and maintenance	2,152	24,114	302	21,243	5,449	4,617	57,877
Equipment maintenance and rental	973	53,810	1,221	8,744	1,795	3,009	69,552
Supplies and materials	1,051	389,408	1,387	7,785	13,358	674	413,663
Contractual services	8,264	246,446	4,873	47,706	48,442	22,284	378,015
Financial and material assistance	19,245	2,364	6,732	119,536	1,206	61,518	210,601
Depreciation and amortization	1,232	35,952	1,171	8,597	5,294	201	52,447
Total expenses	<u>\$ 65,231</u>	<u>\$ 1,736,307</u>	<u>\$ 33,164</u>	<u>\$ 332,740</u>	<u>\$ 148,310</u>	<u>\$ 119,709</u>	<u>\$ 2,435,461</u>

	Supporting services					
	Fund raising	Management and general	Total supporting services	Total expenses		
				2016	2015	
Salaries and wages	\$ 77,116	\$ 50,024	\$ 127,140	\$ 1,117,797	\$ 1,180,954	
Employee benefits	20,445	13,263	33,708	296,357	346,860	
Subtotal	97,561	63,287	160,848	1,414,154	1,527,814	
Travel and maintenance	4,623	2,962	7,585	65,462	57,719	
Equipment maintenance and rental	2,417	3,255	5,672	75,224	72,998	
Supplies and materials	2,007	115	2,122	415,785	489,897	
Contractual services	57,809	41,423	99,232	477,247	490,879	
Financial and material assistance	576	667	1,243	211,844	193,726	
Depreciation and amortization	4,683	4,693	9,376	61,823	63,806	
Total expenses	<u>\$ 169,676</u>	<u>\$ 116,402</u>	<u>\$ 286,078</u>	<u>\$ 2,721,539</u>	<u>\$ 2,896,839</u>	

See accompanying notes to the consolidated financial statements.

THE AMERICAN NATIONAL RED CROSS

Consolidated Statement of Cash Flows

Year ended June 30, 2016

(with comparative information for the year ended June 30, 2015)

(In thousands)

	<u>2016</u>	<u>2015</u>
Cash flows from operating activities:		
Change in net assets	\$ (608,137)	\$ (366,948)
Adjustments to reconcile change in net assets to net cash used in operating activities:		
Depreciation and amortization	61,823	63,806
Provision for doubtful accounts receivable	(897)	(4,167)
Recovery of provision for obsolete inventory	(6,465)	3,466
Net (gain)/loss on sales of property	3,191	(846)
Net investment and derivative (gain) loss	94,549	(14,870)
Pension and postretirement related changes other than net periodic benefit costs	400,351	152,617
Permanently restricted contributions	(25,450)	(32,460)
Changes in operating assets and liabilities:		
Receivables	5,018	14,163
Inventories	39,841	33,958
Other assets	(5,858)	5,394
Accounts payable and accrued expenses	(9,240)	(19,892)
Other liabilities	(11,556)	18,780
Pension and postretirement benefits	20,157	9,861
Net cash used in operating activities	<u>(42,673)</u>	<u>(137,138)</u>
Cash flows from investing activities:		
Purchases of property	(60,311)	(31,831)
Proceeds from sales of property	1,322	2,435
Proceeds from properties held for sale	26,276	—
Purchases of investments	(454,668)	(60,379)
Proceeds from sales of investments	510,658	367,571
Net cash provided by investing activities	<u>23,277</u>	<u>277,796</u>
Cash flows from financing activities:		
Permanently restricted contributions	25,450	32,460
Proceeds from borrowings	—	2,100
Repayments of debt	(42,032)	(102,872)
Net cash used in financing activities	<u>(16,582)</u>	<u>(68,312)</u>
Net (decrease) increase in cash and cash equivalents	<u>(35,978)</u>	<u>72,346</u>
Cash and cash equivalents, beginning of year	<u>119,322</u>	<u>46,976</u>
Cash and cash equivalents, end of year	\$ <u><u>83,344</u></u>	\$ <u><u>119,322</u></u>
Supplemental disclosures of cash flow information:		
Cash paid during the year for interest	\$ 24,975	\$ 25,997

See accompanying notes to consolidated financial statements.

THE AMERICAN NATIONAL RED CROSS

Notes to Consolidated Financial Statements

June 30, 2016

(with summarized information for the year ended June 30, 2015)

(1) Summary of Significant Accounting Policies

Organization and Basis of Presentation: The American National Red Cross (the Organization) was established by an Act of the United States Congress on January 5, 1905 for the primary purposes of furnishing volunteer aid to the sick and wounded of the Armed Forces in time of war and to carry on a system of national and international relief in time of peace to mitigate the suffering caused by fire, famine, floods and other great natural calamities. The mission of the Organization has expanded since that time to help people prevent, prepare for, and respond to emergencies.

The accompanying consolidated financial statements present the consolidated financial position and changes in net assets, functional expenses and cash flows of the Organization. The Organization has national and international programs that are conducted by its headquarters, biomedical services, and chartered local chapters. Also included in the consolidated financial statements are the net assets and operations of Boardman Indemnity Ltd., a 100% owned captive insurance subsidiary, ARC Receivables Company, LLC, a wholly owned bankruptcy-remote special purpose entity, and Delta Blood Bank, LLC, a wholly owned blood bank. All significant intra-organizational accounts and transactions have been eliminated.

Program activities include services to the Armed Forces, biomedical services, community services, disaster services, health and safety services, and international relief and development services. Biomedical services include activities associated with the collection, processing, testing, and distribution of whole blood and components at 36 local blood services region operations, three national testing laboratories, a biomedical research facility, and related national support functions.

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, the net assets of the Organization and changes therein are classified and reported as follows:

Unrestricted net assets – Net assets that are not subject to any donor-imposed stipulations.

Temporarily restricted net assets – Net assets subject to donor-imposed restrictions on their use that may be met either by actions of the Organization or the passage of time.

Permanently restricted net assets – Net assets subject to donor-imposed or other legal restrictions requiring that the principal be maintained permanently by the Organization. Generally, the donors permit the Organization to use all or part of the income earned for either general or donor-specified purposes.

The consolidated financial statements are presented with certain prior year summarized comparative information. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's consolidated financial statements for the year ended June 30, 2015 from which the summarized information was derived.

Use of Estimates: The preparation of the consolidated financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities in the financial statements. Estimates and

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Notes to Consolidated Financial Statements

June 30, 2016

(with summarized information for the year ended June 30, 2015)

assumptions may also affect disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses. Actual results could differ from management's estimates.

Cash Equivalents: The Organization considers all highly liquid investments purchased with an original maturity of three months or less to be cash equivalents. Cash equivalents consist of money market mutual funds and overnight investments of approximately \$64 million and \$92 million as of June 30, 2016 and 2015, respectively.

Investments: Investments are reported at fair value except for certain alternative investment funds that, as a practical expedient, are reported at estimated fair value utilizing net asset values. Net asset value, in some instances may not equal the fair value. The Organization does not intend to sell any of the funds at an amount different from net asset value per share at June 30, 2016. The Organization reviews and evaluates the net asset values provided by the general partners and fund managers and agrees with the valuation methods and assumptions used in determining net asset values of these funds.

In fiscal year 2016, the Organization adopted ASU 2015-07, Fair Value Measurement: Disclosures for Investments in Certain Entities that Calculate Net Asset Value (NAV) per Share (or its Equivalent). ASU 2015-07 removes the requirement to classify within the fair value hierarchy investments in certain funds measured at NAV as a practical expedient to estimate fair value. The ASU also requires that any NAV-measured investments excluded from the fair value hierarchy table be summarized as an adjustment to the table so that total investments can be reconciled to the consolidated statements of financial position. See Note 4.

Investment income classified as operating revenue consists of interest and dividend income on investments and any gains approved for use in operations (Note 4). All other realized and unrealized gains or losses are classified as nonoperating activities and are available to support operations in future years and to offset potential market declines.

Investments classified as current are available for operations in the next fiscal year.

Derivative Financial Instruments: The Organization makes use of derivative financial instruments in order to create or mitigate certain risks. Derivative financial instruments are recorded at fair value (Note 4). Derivatives in an asset and liability position are offset against each other and reported net in investments in the statement of financial position.

Endowment Fund: The Organization has maintained a national endowment fund since 1905. Since 1910, any gift to the American Red Cross National Headquarters from a will, trust or similar instrument that did not direct the use of the funds was deposited into the Endowment Fund, recorded as permanently restricted to be kept and invested in perpetuity and, accordingly, reported as permanently restricted net assets. In fiscal year 2015, the Organization adopted a new policy that gifts to the American Red Cross National Headquarters from a will, trust or similar instrument dated on or after July 1, 2015 without a direction to the application or purpose of the funds shall be allocated at the discretion of senior management to where the need is greatest. Such amounts will be reported as increases to unrestricted net assets. All gifts to the American Red Cross National Headquarters that are designated to be permanently

THE AMERICAN NATIONAL RED CROSS

Notes to Consolidated Financial Statements

June 30, 2016

(with summarized information for the year ended June 30, 2015)

restricted shall continue to be deposited into the Endowment Fund regardless of the date of the gift instrument.

Inventories: Inventories of supplies purchased for use in program and supporting services are valued using the average cost method. Whole blood and its components are valued at the lower of average cost or market.

Land, Buildings, and Other Property: Purchases of land, buildings, and other property having a unit cost per established guidelines and a useful life of three or more years are capitalized at cost. Donated assets are capitalized at the estimated fair value at date of receipt. Interest expense incurred during a period of construction, less related interest income earned on proceeds of tax-exempt borrowings, is capitalized.

Property under capital leases is amortized over the lease term. Any gain or loss on the sale of land, buildings and other property is reported as other revenues on the consolidated statement of activities.

Application development costs incurred to develop internal-use software are capitalized and amortized over the expected useful life of the software application. Activities that are considered application development include design of software configuration and interfaces, coding, installation of hardware, and testing. All other expenses incurred to develop internal-use software are expensed as incurred.

Depreciation is computed using the straight-line method over the estimated useful lives of the assets as follows:

<u>Class of property</u>	<u>Useful life in years</u>
Buildings	45
Building improvements	10
Equipment and software	3–15

Long-Lived Assets: Long-lived assets, such as land, building and other property, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If circumstances require a long-lived asset be tested for possible impairment, the Organization first compares undiscounted cash flows expected to be generated by an asset to the carrying value of the asset. If the carrying value of the long-lived asset is not recoverable on an undiscounted cash flow basis, an impairment loss is recognized to the extent that the carrying value exceeds its fair value. Fair value is determined through various valuation techniques including discounted cash flow models, quoted market values and third-party independent appraisals, as considered necessary.

Property and Casualty Insurance: The Organization maintains various insurance policies under which it assumes a portion of each insured loss. Assumed losses are retained by the Organization through its wholly owned insurance subsidiary, Boardman Indemnity, Ltd. (Boardman). The Organization also purchases insurance to supplement the coverage by Boardman. The liabilities for outstanding losses and incurred but not reported claims have been determined based on actuarial studies and are reported as

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Notes to Consolidated Financial Statements

June 30, 2016

(with summarized information for the year ended June 30, 2015)

other liabilities in the consolidated statement of financial position, and were approximately \$91 million and \$92 million as of June 30, 2016 and 2015, respectively.

Revenue Recognition: Contributions, which include unconditional promises to give (pledges), are recognized as revenues in the period received or promised. Contributions receivable due beyond one year are stated at net present value of the estimated cash flows using a risk-adjusted rate. Conditional contributions are recorded when the conditions have been substantially met. Contributions are considered to be unrestricted unless specifically restricted by the donor.

The Organization reports contributions in the temporarily or permanently restricted net asset class if they are received with donor stipulations as to their use. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are released and reclassified to unrestricted net assets in the consolidated statement of activities.

Donor-restricted contributions are initially reported in the temporarily restricted net asset class, even if it is anticipated such restrictions will be met in the current reporting period.

Products and services revenue, which arises principally from sales of whole blood and components and health and safety course fees, is generally recognized upon shipment of the product or delivery of the services to the customer.

Revenues from grants and contracts, including those from federal agencies, are generally reported as unrestricted contract revenue and are recognized as qualifying expenses are incurred under the agreement.

Gains and losses on investments and other assets and liabilities are reported as increases or decreases in unrestricted net assets unless their use is restricted by explicit donor stipulation or by law.

Contributed Services and Materials: Contributed services reflect the important impact volunteers have in delivering the Organization's mission. Contributed services are reported at fair value in the financial statements for voluntary donations of services when those services (1) create or enhance nonfinancial assets or (2) require specialized skills provided by individuals possessing those skills and are services which would be typically purchased if not provided by donation.

The Organization engages approximately 314,000 volunteers. A small percentage of these volunteers meet the above criteria and are reported in contributed services. Contributed services for the year ended June 30, 2016 includes the services of approximately 11,200 volunteers. The Organization recorded contributed services revenue and related expense for the year ended June 30, 2016 of approximately \$36 million. During year ended June 30, 2016, the Organization developed systems to track the contributed services of certain volunteers meeting the above criteria for the first time. Of the \$36 million recorded in 2016, \$31 million related to these volunteers, primarily reflecting volunteer efforts in support of disaster services and services to the Armed Forces.

Contributed materials are recorded at their fair value at the date of the gift. Gifts of long-lived assets are recorded as restricted support. This restriction is released ratably over the useful life of the asset.

THE AMERICAN NATIONAL RED CROSS

Notes to Consolidated Financial Statements

June 30, 2016

(with summarized information for the year ended June 30, 2015)

Income Taxes: The American National Red Cross is a not-for-profit organization incorporated by the U.S. Congress through the issuance of a federal charter. The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code, except on net income derived from unrelated business activities. At June 30, 2016 and 2015, the Organization has determined that no income taxes are due for its activities. Accordingly, no provision for income taxes has been recorded in the accompanying financial statements. Management annually reviews its tax positions and has determined that there are no material uncertain tax positions that require recognition in the consolidated financial statements.

Accounts Receivable Securitization: The Organization has an accounts receivable securitization program that is accounted under Accounting Standards Update (ASU) No. 2009-16, *Transfers and Servicing (Topic 860): Accounting for Transfers of Financial Assets* (Note 11).

(2) Contributions Receivable

The Organization anticipates collection of outstanding contributions receivable as follows at June 30, 2016 and 2015 (in thousands):

	<u>2016</u>	<u>2015</u>
Amounts receivable within one year	\$ 69,264	79,074
Amounts receivable in 1 to 5 years (net of discount of \$771 and \$341 for 2016 and 2015, respectively)	<u>8,672</u>	<u>8,751</u>
Total contributions receivable before allowance for uncollectible amounts	77,936	87,825
Less allowance for uncollectible amounts	<u>(2,834)</u>	<u>(3,064)</u>
Contributions receivable, net	75,102	84,761
Less current portion	<u>66,430</u>	<u>76,010</u>
Contributions receivable, net, noncurrent	<u>\$ 8,672</u>	<u>8,751</u>

Amounts presented above have been discounted to present value using various discount rates ranging between 0.1% and 2.64%.

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Notes to Consolidated Financial Statements

June 30, 2016

(with summarized information for the year ended June 30, 2015)

(3) Land, Buildings, and Other Property

The cost and accumulated depreciation of land, buildings, and other property were as follows at June 30, 2016 and 2015 (in thousands):

	<u>2016</u>	<u>2015</u>
Land	\$ 109,554	120,366
Buildings and improvements	1,070,812	1,014,982
Equipment and software	<u>562,645</u>	<u>693,911</u>
Total cost of assets placed in service	1,743,011	1,829,259
Less accumulated depreciation and amortization	(884,327)	(998,138)
Construction-in-progress	<u>20,484</u>	<u>13,932</u>
Land, buildings, and other property, net	<u>\$ 879,168</u>	<u>845,053</u>

Assets held for sale were as follows at June 30, 2016 and 2015 (in thousands):

	<u>2016</u>	<u>2015</u>
Land	\$ 12,601	2,902
Buildings and improvements	<u>68,702</u>	<u>163,634</u>
Total cost of assets held for sale	81,303	166,536
Less accumulated depreciation and amortization	<u>(30,641)</u>	<u>(49,458)</u>
Assets held for sale, net	<u>\$ 50,662</u>	<u>117,078</u>

These assets have been segregated from land, buildings, and other property and presented as assets held for sale within the accompanying consolidated financial statements. The Organization identified these assets as not critical to supporting its primary mission as part of ongoing assessment procedures. The Organization then evaluated the identified assets using the criteria for classification as held for sale included in ASU 205 2014-08, Topic 360, *Property, Plant, and Equipment*. Certain assets or portions of assets identified were determined to meet the criteria and have been classified as such. The carrying value of these assets has been compared to the current appraised values less cost to sell and determined not to be impaired.

At June 30, 2015, all held for sale criteria were met for assets valued at approximately \$74 million, net. As of June 30, 2016, these assets cease to meet all the necessary criteria to be classified as held for sale. As such, these assets are included in land, buildings, and other property no longer held for sale.

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Notes to Consolidated Financial Statements

June 30, 2016

(with summarized information for the year ended June 30, 2015)

(4) Investments and Fair Value Measurements

The Organization applies the provisions of ASC 820, *Fair Value Measurements and Disclosures*, for fair value measurements of investments that are recognized and disclosed at fair value in the financial statements on a recurring basis. ASC 820 defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. ASC 820 also establishes a fair value hierarchy that requires the Organization to maximize the use of observable inputs when measuring fair value. Observable inputs reflect market data obtained from independent sources, while unobservable inputs reflect the Organization's market assumptions. The three levels of the fair value hierarchy are as follows:

- Level 1 – Quoted prices for identical assets or liabilities in active markets.
- Level 2 – Quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in markets that are not active; inputs other than quoted prices that are observable for the asset or liability; or market – corroborated inputs.
- Level 3 – Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

In certain cases, the inputs to measure fair value may result in an asset or liability falling into more than one level of the fair value hierarchy. In such cases, the determination of the classification of an asset or liability within the fair value hierarchy is based on the least determinate input that is significant to the fair value measurement.

For the years ended June 30, 2016 and 2015, there were no transfers between levels.

The Organization's assessment of the significance of a particular input to the fair value measurement in its entirety requires judgment and considers factors specific to the asset or liability.

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The following table represents investments that are measured at fair value on a recurring basis at June 30, 2016 and 2015 (in thousands):

	June 30, 2016	Level 1	Level 2	Level 3	Measured at NAV (1)
Fixed Income Commingled Funds	\$ 191,619	—	191,619	—	—
Equity Commingled Funds	219,285	—	219,285	—	—
Fund of Hedge Funds	1,689	—	—	—	1,689
Global Macro Hedge Funds	45,346	—	—	—	45,346
Equity Hedge Funds	171,746	—	—	—	171,746
Multistrategy and Other Hedge Funds	190,584	—	—	104	190,480
Buyout and Growth Equity Funds	114,294	—	—	4,918	109,376
Distressed Debt Funds	35,706	—	—	—	35,706
Other Private Market Funds	28,965	—	—	—	28,965
Private Real Estate Funds	38,884	—	—	11,493	27,391
Venture Capital Funds	12,538	—	—	—	12,538
Derivative Contracts	536	—	536	—	—
Money Market Funds and Other	582,162	3,917	578,245	—	—
Total investments	\$ 1,633,354	3,917	989,685	16,515	623,237

	June 30, 2015	Level 1	Level 2	Level 3	Measured at NAV(1)
U.S. Government Securities	\$ 23,159	9,720	13,439	—	—
Corporate and Sovereign Bonds and Notes	72,904	—	72,904	—	—
Mortgage-Backed Securities	5,420	—	5,420	—	—
Fixed Income Commingled Funds	161,878	110,886	50,992	—	—
Common and preferred stocks	164,277	164,277	—	—	—
Equity Commingled Funds	138,539	80,796	57,743	—	—
Fund of Hedge Funds	71,264	—	—	—	71,264
Global Macro Hedge Funds	63,272	—	—	—	63,272
Equity Hedged Funds	201,255	—	—	—	201,255
Multistrategy and Other Hedge Funds	134,318	—	—	91	134,227
Buyout and Growth Equity Funds	138,851	—	—	4,847	134,004
Distressed Debt Funds	37,548	—	—	—	37,548
Other Private Market Funds	31,485	—	—	—	31,485
Private Real Estate Funds	44,856	—	—	13,693	31,163
Venture Capital Funds	13,624	—	—	—	13,624
Derivative Contracts	1,402	—	1,402	—	—
Money Market and Other	479,720	7,425	472,295	—	—
Total investments	\$ 1,783,772	373,104	674,195	18,631	717,842

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- (1) Certain investments are measured at fair value using NAV as a practical expedient and have not been classified in the fair value hierarchy. The NAV amounts have been presented to permit reconciliation of the fair value hierarchy to the amounts presented in the consolidated statement of financial position.

The Organization used quoted prices in principal active markets for identical assets as of the valuation date (Level 1) to value certain money markets and other investments at June 30, 2016, and for the valuation of certain U.S. government securities, corporate and sovereign bonds and notes, common and preferred stocks, fixed income and equity commingled funds, and money market funds and other, at June 30, 2015.

For the valuation of certain U.S. fixed income and equity government securities, fixed income commingled funds, and money market funds and other, at June 30, 2016 and June 30, 2015, the Organization used significant other observable inputs, particularly dealer market prices for comparable investments as of the valuation date (Level 2). The Level 2 commingled funds have a readily determined fair value.

For the most part, the valuation of hedge funds, buyout and growth equity funds, distressed debt and turnaround funds, private real estate funds, venture capital funds, other private market funds, and commodity funds at June 30, 2016 and 2015, are reported at estimated fair value utilizing the net asset values provided by fund managers as a practical expedient. In a few instances, additional supplemental information provided by the fund manager has been utilized to evaluate fund values and level the investments. Reported fund values utilize significant unobservable inputs; management reviews and evaluates the values provided by fund managers and general partners and agrees with the valuation methods and assumptions used in determining the reported fair values of the alternative investments.

The following table presents the Organization's activity for investments measured at fair value on a recurring basis using significant unobservable inputs (Level 3) as defined in ASC 820 for the year ended June 30, 2016 (in thousands):

	Balance as of June 30, 2015	Purchases	Settlements	Change in unrealized gains (losses)	Balance as of June 30, 2016
Multistrategy and other hedge funds	\$ 91	872	(872)	13	104
Buyout and growth equity funds	4,847	18	(237)	290	4,918
Private real estate funds	13,693	181	(1,530)	(851)	11,493
Total	<u>\$ 18,631</u>	<u>1,071</u>	<u>(2,639)</u>	<u>(548)</u>	<u>16,515</u>

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	<u>Balance as of June 30, 2014</u>	<u>Purchases</u>	<u>Settlements</u>	<u>Change in unrealized gains (losses)</u>	<u>Balance as of June 30, 2015</u>
Multistrategy and other hedge funds	\$ 208	—	(59)	(58)	91
Buyout and growth equity funds	4,978	20	(13)	(138)	4,847
Private real estate funds	12,751	486	(1,548)	2,004	13,693
Total	<u>\$ 17,937</u>	<u>506</u>	<u>(1,620)</u>	<u>1,808</u>	<u>18,631</u>

The following summarizes the nature and risk of those investments that are reported at estimated fair value utilizing net asset value as of June 30, 2016 (in thousands):

	<u>Fair value</u>	<u>Unfunded commitments</u>	<u>Redemption frequency</u>	<u>Redemption notice period</u>
Fund of Hedge Funds (a)	\$ 1,689	—	N/A	fully redeemed
Global Macro Hedge Funds (b)	45,346	—	monthly	5-90 days
Equity Hedge Funds (c)	171,746	10,000	monthly to bi-annually*	45-90 days
Multistrategy and Other Hedge Funds (d)	190,480	3,200	daily to bi-annually*	7-90 days
Buyout and Growth Equity Funds (e)	109,376	43,879	None	—
Distressed Debt Funds (f)	35,706	8,248	None	—
Other Private Market Funds (g)	28,965	11,242	None	—
Private Real Estate Funds (h)	27,391	18,570	None	—
Venture Capital Funds (i)	12,538	14,926	None	—
Total	<u>\$ 623,237</u>	<u>110,065</u>		

* bi-annually defined as every two years

- (a) The assets in this category consist of an audit holdback, a provision allowing a fund to retain a portion of the redemption proceeds until the fund's annual audit is completed in order to guard against adjustments to the fund's NAV after the full redemption from the fund.
- (b) The funds in this category invest primarily in liquid instruments such as fixed income, currency, commodities, equities, and derivatives. The funds include long and short positions and may use leverage. Some funds may invest in illiquid investments, which are typically segregated into "side pockets" (a separate share class) and are not available for redemption until the investment is liquidated by the manager.

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- (c) This category is invested in hedge funds that invest primarily in US and international equities as well as derivatives. The funds include long and short positions and may use leverage. Some funds may invest in illiquid investments, which are typically segregated into "side pockets" (a separate share class) and are not available for redemption until the investment is liquidated by the manager.
 - (d) The strategies of the funds in this category include relative value, event driven, and arbitrage strategies. Underlying investments are typically the same as those held in public equity and fixed income commingled funds; this includes bank debt, convertible bonds and derivative instruments. The funds include long and short positions and may use leverage. Some funds may invest in illiquid investments which are typically segregated into "side pockets" (a separate share class) and are not available for redemption until the investment is liquidated by the manager.
 - (e) This category is invested in both US and international private equity funds and funds of funds whose mandates include leveraged buyouts and growth equity investments in companies.
 - (f) This category is invested in funds which primarily invest in distressed situations. Investments include marketable securities such as debt obligations and asset backed securities as well as nonmarketable investments such as nonperforming and sub-performing real estate loans, consumer loans, and distressed debt. Some funds include short positions.
 - (g) This category is invested in funds and a fund of funds which make investments primarily in private oil and gas partnerships, timber, mineral and mining companies, health care royalties, and infrastructure such as ports, toll roads, airports and utilities.
 - (h) This category includes funds and funds of funds, which invest in private real estate internationally and in the US. Property types are primarily office, industrial, residential and retail.
 - (i) This category is invested in venture capital funds and funds of venture capital funds. Underlying investments are primarily private investments in early and late-stage companies.
- (b), (c), (d) Investments in this category have provisions which allow for the suspension of redemptions in unusual circumstances. Certain investments in these categories have gate provisions, which allow a manager to limit redemptions despite the normal liquidity provisions if they receive redemptions in excess of the gate (a level stated in their governing documents). The fair values of the investments in this category have been estimated using the net asset value per share of the investments.
- (e), (f), (g), (h), (i) These nonmarketable funds do not permit redemptions. The timing of the return of capital is at the manager's discretion, subject to provisions documented in limited partnership agreements. In general, capital and realized gains are distributed to investors when an investment is liquidated. Interim distributions of interest, operating income and dividends are made by some funds. Some funds are able to recall distributions. It is estimated that the majority of underlying assets of the funds will be liquidated over the next ten years. The fair values of the investments in this category have been estimated using the net asset value of the Organization's ownership interest in the partners' capital.

The Organization transacts in a variety of derivative instruments and contracts including both swaps and options for investment and hedging purposes in order to create or mitigate certain exposures. Each

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instrument's primary underlying exposure is equities or commodities. Such contracts involve, to varying degrees, risks of loss from the possible inability of counterparties to meet the terms of their contracts. Use of swaps mitigates counterparty risk. The Organization's derivatives are all transacted over-the-counter.

Equity options are used by the Organization for both investment purposes and to hedge equity market exposure; all equity contracts are marked to fair value on a recurring basis. The notional/contractual amounts of these equity option contracts were \$180 million and \$240 million at June 30, 2016 and 2015, respectively. As of June 30, 2016, the derivative contract fair value totaled \$536 thousand (derivative asset value). As of June 30, 2015, the derivative contract fair value had a derivative asset value of \$1.4 million and a derivative liability value of \$24 thousand.

In conjunction with its derivative investments, the Organization realized losses of \$4.6 million and \$5.8 million, respectively, for the one-year periods ended June 30, 2016 and 2015; this represented equity, commodity, and foreign exchange investment activity. On an unrealized basis, for the one-year periods ended June 30, 2016 and 2015, the derivative investment activity resulted in unrealized losses of \$1.4 million and \$59 thousand, respectively.

For the valuation of the Organization's derivative contracts at June 30, 2016, the Organization used significant other observable inputs as of the valuation date (Level 2), including prices of instruments with similar maturities and characteristics, interest rate yield curves, measures of interest rate volatility and various market indices. The value was determined and adjusted to reflect nonperformance risk of both the counterparty and the Organization.

Investment securities are exposed to various risks, such as interest rate, market and credit. Due to the level of uncertainty related to changes in interest rates, market volatility and credit risks, it is at least reasonably possible that changes in these risks could materially affect the estimated fair value of investments reported in the consolidated statement of financial position as of June 30, 2016. However, the diversification of the Organization's invested assets among these various asset classes is management's strategy to mitigate the impact of any dramatic change on any one asset class

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The following schedule summarizes the composition of investment return for the years ended June 30, 2016 and 2015 (in thousands):

	2016			2015	
	Unrestricted	Temporarily restricted	Permanently restricted	Total	Total
Dividends and interest	\$ 9,043	37,061	—	46,104	45,381
Net operating investment gains	<u>38,553</u>	<u>684</u>	<u>—</u>	<u>39,237</u>	<u>62,178</u>
Investment income available for operations	47,596	37,745	—	85,341	107,559
Net nonoperating investment gains (losses)	<u>(66,869)</u>	<u>(69,272)</u>	<u>(10,244)</u>	<u>(146,385)</u>	<u>(55,005)</u>
Total return on investments	\$ <u>(19,273)</u>	<u>(31,527)</u>	<u>(10,244)</u>	<u>(61,044)</u>	<u>52,554</u>

(5) Debt

Debt consists of the following at June 30, 2016 and 2015 (in thousands):

	2016	2015
Fixed rate debt:		
Bearing interest rates ranging from 0% to 5.85%, due calendar year 2016 through 2044	\$ 483,707	509,255
Variable rate debt:		
Bearing interest rates ranging from 0.01% to 1.16%, due calendar year 2016 through 2034:		
Variable rate debt with demand repayment rights	89,242	95,726
Variable rate debt without demand repayment rights	<u>30,000</u>	<u>40,000</u>
Total bonds and notes payable	602,949	644,981
Less current portion	<u>30,715</u>	<u>41,809</u>
Debt, noncurrent portion	\$ <u>572,234</u>	<u>603,172</u>

The Organization's debt is generally backed only by the full faith and credit of The American National Red Cross. Certain bonds are subject to redemption prior to the maturity at the option of the Organization. The repayment terms of the variable rate debt generally require monthly payments of interest and annual principal reduction. The registered owners of the bonds and notes with demand repayment rights may

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demand repurchase of the bonds and notes for an amount equal to the principal plus accrued interest. Letters of credit or standby credit facilities have been established with multiple banks in the aggregate amount of \$61 million and \$114 million for fiscal years 2016 and 2015, respectively, to provide liquidity in the event other funding is not available for repurchasing. As of June 30, 2016, the maturity dates for these liquidity facilities are in calendar year 2017. Approximately \$10 million of the debt with demand repayment rights bears interest at flexible rates with flexible rate periods of any duration up to 270 days. The remaining debt with demand repayment rights is remarketed on a weekly basis bearing interest rates that are reset weekly.

Certain of the Organization's debt agreements include covenants that require the Organization to maintain certain levels of financial ratios. The Organization was in compliance with its covenant requirements as of and for the year ended June 30, 2016.

Scheduled maturities and sinking fund requirements of the debt and credit agreements as of June 30, 2016 are as follows (in thousands):

2017	\$	30,715
2018		41,256
2019		31,187
2020		30,822
2021		30,727
Thereafter		<u>438,242</u>
	\$	<u><u>602,949</u></u>

The carrying value and estimated fair value of the Organization's noncurrent debt as of June 30, 2016 and 2015 are summarized as follows (in thousands):

	2016		2015	
	Carrying value	Fair value Level 2	Carrying value	Fair value Level 2
Noncurrent debt	\$ 572,234	644,526	603,172	629,278

The fair value estimate is based on quoted prices for bond issues with similar maturities and credit quality (Level 2). See Note 4 for definitions of Level 1, 2 and 3. The market prices utilized reflect the rate the Organization would have to pay a credit worthy third party to assume its obligation and do not reflect an additional liability to the Organization.

Interest expense was approximately \$32 million and \$33 million for the years ended June 30, 2016 and 2015, respectively, which is included in contractual services on the statement of functional expenses.

Bank Lines of Credit: The Organization maintained several committed and uncommitted lines of credit with various banks for its working capital requirements. As of June 30, 2016 and 2015, there were no borrowings outstanding under lines of credit. The Organization had unused lines of credit outstanding of

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approximately \$275 million at June 30, 2016 and \$340 million at June 30, 2015. The amounts available to be borrowed on the lines of credit are subject to the limitations of the Organization's debt covenants.

Interest Rate Swap Agreements: The Organization held variable rate debt of approximately \$119 million and \$136 million at June 30, 2016 and 2015, respectively. Interest rate swap agreements are used by the Organization to mitigate the risk of changes in interest rates associated with variable interest rate indebtedness. Under such arrangements, a portion of variable rate indebtedness is converted to fixed rates based on a notional principal amount. The interest rate swap agreements are derivative instruments that are recognized at fair value and recorded on the statement of financial position. At June 30, 2016, the aggregate notional principal amount under the interest rate swap agreements, with maturity dates ranging from calendar year 2016 through 2021, totaled \$80 million. At June 30, 2015, the aggregate notional principal amount under the interest rate swap agreements, with maturity dates ranging from 2015 through 2021, totaled \$93 million. The estimated fair value of the interest rate swap agreements was a liability of approximately \$5.7 million and \$5.8 million, respectively, and is included in other liabilities in the accompanying consolidated statements of financial position as of June 30, 2016 and 2015.

The change in fair value on these interest rate swap agreements was a gain of approximately \$0.1 million and \$1 million for the years ended June 30, 2016 and 2015, respectively, and is included in nonoperating gains in the consolidated statements of activities.

For the valuation of the interest rate swaps at June 30, 2016 and 2015, the Organization used significant other observable inputs as of the valuation date (Level 2), including prices of instruments with similar maturities and characteristics, interest rate yield curves and measures of interest rate volatility. The value was determined and adjusted to reflect nonperformance risk of both the counterparty and the Organization. See Note 4 for definitions of Levels 1, 2 and 3.

Letters of Credit: The Organization had unused letters of credit outstanding of approximately \$55 million and \$53 million at June 30, 2016 and 2015, respectively.

(6) Leases

The Organization leases certain buildings and equipment for use in its operations. The following summarizes minimum future rental payments under operating leases for the fiscal years ending June 30 (in thousands):

2017	\$	25,599
2018		18,991
2019		12,232
2020		9,039
2021		8,184
Thereafter		<u>58,460</u>
Total minimum lease payments	\$	<u><u>132,505</u></u>

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Total rent expense was approximately \$45 million and \$47 million for the years ended June 30, 2016 and 2015, respectively, and is included in contractual services on the consolidated statement of functional expenses.

Future minimum rental payments to be received by the Organization for office space leased at the National Headquarters building as of June 30, 2016, are as follows (in thousands):

2017	\$	16,263
2018		16,428
2019		16,598
2020		<u>16,772</u>
Total minimum lease payments to be received		\$ <u><u>66,061</u></u>

Total rental income was approximately \$16 million and \$14 million for the years ended June 30, 2016, and 2015, respectively, and is included in other revenues on the consolidated statement of activities.

(7) Net Assets

Unrestricted net assets are comprised of the following at June 30, 2016 and 2015 (in thousands):

	<u>2016</u>	<u>2015</u>
Unrestricted net assets (deficit)	\$ (424,452)	49,676
Add back (deduct) nonoperating items:		
Pension and postretirement benefits	1,106,822	686,314
Other long-term liabilities	618,054	615,710
Net investment in land, buildings and other property	<u>(778,007)</u>	<u>(712,464)</u>
Unrestricted net assets available for current operations	\$ <u><u>522,417</u></u>	<u><u>639,236</u></u>

The organization monitors cash and investment reserve requirements across the entire enterprise to ensure service delivery can be performed. Management actively manages short- and long-term cash needs against all available liquidity from cash, investments and fair value of land, building, and equipment held for sale. As a result, it continues to have positive mission-related operating net assets, even though the Organization has pension-related and other long-term liabilities.

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Temporarily restricted net assets are available for the following purposes or periods at June 30, 2016 and 2015 (in thousands):

	<u>2016</u>	<u>2015</u>
Disaster services	\$ 11,237	25,484
International relief and development services	153,073	218,155
Buildings and equipment	5,665	6,183
Endowment inflation adjustment reserve	207,264	200,659
Endowment assets available for future appropriation	129,858	204,594
Other specific purposes	20,526	25,995
Time restricted	74,691	70,459
Total temporarily restricted net assets	<u>\$ 602,314</u>	<u>751,529</u>

Permanently restricted net assets at June 30, 2016 and 2015 consist primarily of endowed contributions, the income from which is available principally to fund general operations. Other permanently restricted net assets consist of beneficial interests in perpetual trusts and other split interest agreements (Note 9).

(8) Endowments

Effective January 23, 2008, the District of Columbia enacted the Uniform Prudent Management of Institutional Funds Act (UPMIFA), the provisions of which apply to endowment funds existing on or established after that date. Based on its interpretation of the provisions of UPMIFA, the Organization is required to act prudently when making decisions to spend or accumulate donor restricted endowment assets and in doing so to consider a number of factors including the duration and preservation of its donor restricted endowment funds. The Organization classifies as permanently restricted net assets the original value of gifts donated to be held in perpetuity. The remaining portion of the donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by UPMIFA.

The Organization has adopted and the Governing Board has approved the Statement of Investment Policies and Objectives for the endowment fund. This policy has identified an appropriate risk posture for the fund, stated expectations and objectives for the fund, provides asset allocation guidelines and establishes criteria to monitor and evaluate the performance results of the fund's managers.

To satisfy its long term rate of return objectives, the Organization relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends).

The Organization makes distributions from income earned on the endowment fund for current operations using the total return method. In establishing this method, the Organization considered the long-term expected return on its funds. To the extent that distributions exceed net investment income, they are made from accumulated gains. The Board of Governors approves the spending rate, calculated as a percentage

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of the five-year calendar trailing average fair value of the endowment fund at the beginning of each fiscal year.

A spending rate of approximately 3.8% for both years 2016 and 2015 of the trailing five-year market value was applied to each unit of the endowment fund and resulted in total distributions of approximately \$36 million and \$34 million for the years ended June 30, 2016 and 2015, respectively. Approximately \$29 million and \$28 million of the amounts represent utilization of accumulated realized gains, for the years ended June 30, 2016 and 2015, respectively. A spending rate of approximately 3.8% of the trailing five-year market value has been approved for 2017.

Net asset classification by type of endowment as of June 30, 2016, is as follows (in thousands):

	<u>Unrestricted</u>	<u>Temporarily restricted</u>	<u>Permanently restricted</u>	<u>Total</u>
Donor-restricted endowment funds	\$ —	337,122	631,953	969,075

Changes in endowment net assets for the year ended June 30, 2016 (in thousands):

	<u>Unrestricted</u>	<u>Temporarily restricted</u>	<u>Permanently restricted</u>	<u>Total</u>
Endowment net assets, beginning of year	\$ —	405,253	609,129	1,014,382
Investment return:				
Investment income	—	36,154	—	36,154
Net depreciation (net realized and unrealized gains/losses)	—	(68,130)	—	(68,130)
Total investment return	—	(31,976)	—	(31,976)
Contributions	—	—	22,824	22,824
Appropriation of endowment assets for expenditure	—	(36,155)	—	(36,155)
Endowment net assets, end of year	\$ —	337,122	631,953	969,075

(9) Split Interest Agreements

The Organization is a beneficiary of split interest agreements in the form of charitable gift annuities, perpetual trusts held by third parties, charitable remainder trusts and pooled income funds. The value of split interest agreements is measured as the Organization's share of fair value of the assets. Of the \$244 million and \$254 million in assets under these agreements as of June 30, 2016 and 2015,

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respectively, which are included in other assets on the consolidated statement of financial position, \$38 million and \$41 million, respectively, are charitable gift annuities and the remainder are assets for which the Organization is not the trustee. Liabilities associated with these agreements are \$27 million and \$25 million for the years ended June 30, 2016 and 2015, respectively, of which \$3 million is included in other current liabilities and \$24 million and \$22 million is included in other noncurrent liabilities on the consolidated statement of financial position, respectively.

(10) Benefit Plans

The Plan of the American National Red Cross: Before July 1, 2009, employees of the American Red Cross, including employees of participating local chapters, were covered by the Retirement System of the American National Red Cross (the Plan) after one year of employment and completion of 1,000 hours of service during any consecutive 12 month period. Effective July 1, 2009, the Plan was closed to employees hired after June 30, 2009.

Subject to provisions contained in collective bargaining agreements where applicable, the Plan was 'frozen' on December 31, 2012 (the freeze date). Employees who were participating in the Plan as of that date keep vested benefits earned, but stop earning additional pension benefits.

Prior to the freeze date, the benefit formula was based on years of service and the employees' final average compensation. Final average compensation was calculated using the highest consecutive 48 months of the last 120 months of service before the earlier of retirement or the freeze date.

For funding purposes under the Plan, normal pension costs are determined by the projected unit credit method and are funded currently. The Plan provides a defined benefit pension, funded entirely by the employer. Prior to July 1, 2005, voluntary after-tax contributions could be made by active members to fund an optional annuity benefit. The Organization's funding policy is set to comply with the funding requirements established under the Pension Protection Act of 2006 and to meet the requirements of ERISA. During fiscal year 2016, the Organization opted to use the established credit balance and did not contribute to the Plan.

The Organization also has a Defined Benefit Pension Plan for the Delta Blood Bank LLC with a \$5 million liability recorded in pension and postretirement benefits in the accompanying consolidated statement of financial position for both years ended as of June 30, 2016 and 2015, respectively, and pension-related changes other than net periodic benefit cost of approximately \$2.1 million and \$3.5 million for years ended June 30, 2016 and 2015, respectively. The Plan was terminated effective July 31, 2015 and the IRS favorable determination letter was received April 21, 2016.

The American Red Cross Life and Health Benefits Plan: The Organization also provides medical and dental benefits to eligible retirees and their eligible dependents. Generally, retirees and the Organization each pay a portion of the premium costs. The medical and dental plans pay a stated percentage of expenses reduced by deductibles and other coverages. The Organization has the right to modify cost-sharing provisions at any time. In addition, life insurance benefits of \$5,000 are provided with no contributions required from the retirees. The Organization's postretirement benefit plans are unfunded.

Effective January 1, 2009, the Organization eliminated plan coverage (retiree medical and life benefits) for all future retirees that did not meet certain eligibility conditions as of that date. In addition, the plan was

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amended to transition Medicare eligible retirees to a private fee-for-service plan and to change the premium supplement tables and indexing effective July 1, 2009. Beginning in calendar year 2011, most Medicare eligible retirees were offered a Healthcare Reimbursement Account (HRA) to utilize in purchasing individual coverage through an external exchange program through Aon Hewitt Retiree Exchange. Plans can vary from Medicare Advantage, Part D Prescription Drug and Medicare Supplement Plans.

The following table presents the changes in benefit obligations, changes in Plan assets, and the composition of accrued benefit costs in the consolidated statements of financial position for the years ended June 30, 2016 and 2015 (in thousands):

	Pension benefits		Postretirement benefits	
	2016	2015	2016	2015
Changes in benefit obligations:				
Benefit obligations at beginning of year	\$ 2,706,324	2,594,746	66,166	68,601
Service cost	1,031	1,589	153	213
Interest cost	132,400	122,263	2,810	2,859
Plan amendment	—	—	(2,838)	—
Actuarial loss (gain)	294,970	101,720	4,781	(1,985)
Benefits paid	(121,172)	(113,994)	(3,599)	(3,522)
Benefit obligations at end of year	<u>3,013,553</u>	<u>2,706,324</u>	<u>67,473</u>	<u>66,166</u>
Changes in plan assets:				
Fair value of plan assets at beginning of year	2,091,371	2,139,923	—	—
Actual return on plan assets	9,198	65,442	—	—
Benefits paid	(121,172)	(113,994)	—	—
Fair value of plan assets at end of year	<u>1,979,397</u>	<u>2,091,371</u>	<u>—</u>	<u>—</u>
Funded status-accrued benefit costs	\$ <u>(1,034,156)</u>	<u>(614,953)</u>	<u>(67,473)</u>	<u>(66,166)</u>

THE AMERICAN NATIONAL RED CROSS

Notes to Consolidated Financial Statements

June 30, 2016

(with summarized information for the year ended June 30, 2015)

Pension-related changes other than net periodic benefit cost for 2016:

	Pension benefits	Postretirement benefits	Total
Prior service cost	\$ —	(687)	(687)
Amortized net loss (gain)	18,261	(1,261)	17,000
Net actuarial (loss) gain	<u>(419,403)</u>	<u>640</u>	<u>(418,763)</u>
	\$ <u><u>(401,142)</u></u>	<u><u>(1,308)</u></u>	<u><u>(402,450)</u></u>

Pension-related changes other than net periodic benefit cost for 2015:

	Pension benefits	Postretirement benefits	Total
Prior service cost	\$ —	(263)	(263)
Amortized net loss (gain)	16,580	(1,433)	15,147
Net actuarial (loss) gain	<u>(165,922)</u>	<u>1,985</u>	<u>(163,937)</u>
	\$ <u><u>(149,342)</u></u>	<u><u>289</u></u>	<u><u>(149,053)</u></u>

Items not yet recognized as a component of net periodic benefit cost for 2016:

	Pension benefits	Postretirement benefits	Total
Unrecognized prior service credit	\$ —	(2,588)	(2,588)
Unrecognized net actuarial loss (gains)	<u>1,202,646</u>	<u>(7,146)</u>	<u>1,195,500</u>
	\$ <u><u>1,202,646</u></u>	<u><u>(9,734)</u></u>	<u><u>1,192,912</u></u>

Items not yet recognized as a component of net periodic benefit cost for 2015:

	Pension benefits	Postretirement benefits	Total
Unrecognized prior service credit	\$ —	(509)	(509)
Unrecognized net actuarial loss (gains)	<u>801,503</u>	<u>(13,188)</u>	<u>788,315</u>
	\$ <u><u>801,503</u></u>	<u><u>(13,697)</u></u>	<u><u>787,806</u></u>

THE AMERICAN NATIONAL RED CROSS

Notes to Consolidated Financial Statements

June 30, 2016

(with summarized information for the year ended June 30, 2015)

Estimated amounts to be amortized into net periodic benefit cost over the next fiscal year are as follows:

	Pension benefits	Postretirement benefits	Total
Prior service cost (credit)	\$ —	(1,180)	(1,180)
Net actuarial loss (gain)	29,701	(106)	29,595
	\$ 29,701	(1,286)	28,415

The accumulated benefit obligation for the pension plan was approximately \$3 billion and \$2.7 billion as of June 30, 2016 and 2015, respectively.

The weighted average assumptions used to determine benefit obligations for 2016 and 2015 were as follows:

	Pension benefits		Postretirement benefits	
	2016	2015	2016	2015
Discount rate	4.20%	5.01%	3.50%	4.45%
Rate of compensation increase	5.00	5.00	—	—

The weighted average assumptions used to determine net benefit cost for 2016 and 2015 were as follows:

	Pension benefits		Postretirement benefits	
	2016	2015	2016	2015
Discount rate	5.01%	4.83%	4.45%	4.28%
Expected return on plan assets	6.50	6.25	—	—
Rate of compensation increase	5.00	5.00	—	—

The expected rate of return assumption on Plan assets was determined by considering current economic and market conditions and by reviewing asset class allocations, historical return analysis and forward looking capital market expectations. Asset class allocations were established by considering each class' risk premium commensurate for the level of risk, duration that matches the Plan's liabilities, and incremental diversification benefits. Historical returns and forward looking capital market expectations were gathered from, and compared among the Plan's investment managers, and a sampling of the consultant community.

For measurement purposes, approximately a 7.6% annual rate of increase in the per capita cost of covered health care benefits was assumed for fiscal year 2016. The rate was assumed to decrease gradually to 5%

THE AMERICAN NATIONAL RED CROSS

Notes to Consolidated Financial Statements

June 30, 2016

(with summarized information for the year ended June 30, 2015)

through 2025 and remain at that level thereafter. An 8.1% annual rate of increase in the per capita cost of covered health care benefits was assumed for fiscal year 2015. The rate was assumed to decrease gradually to 5% through 2023 and remain at that level thereafter.

The components of net periodic benefit cost (credit) for the years ended June 30, 2016 and 2015 were as follows (in thousands):

	Pension benefits		Postretirement benefits	
	2016	2015	2016	2015
Service cost	\$ 1,031	1,589	153	213
Interest cost	132,400	122,263	2,810	2,859
Expected return on plan assets	(133,631)	(129,644)	—	—
Amortization of prior service credit	—	—	(687)	(263)
Curtailment gain	—	—	(71)	—
Net amortization loss (gain)	<u>18,261</u>	<u>16,580</u>	<u>(1,261)</u>	<u>(1,433)</u>
Net periodic benefit cost (credit)	\$ <u>18,061</u>	<u>10,788</u>	<u>944</u>	<u>1,376</u>

Assumed health care cost trend rates have a significant effect on the amounts reported for the health care plans. A one-percentage point change in assumed health care cost trend rates would have the following effects (in thousands):

	Point increase	Point decrease
Effect on total of service and interest cost components	\$ 6	(5)
Effect on postretirement benefit obligation	100	(87)

The minimum funding requirement for the pension plan during the year ending June 30, 2017 is \$70.2 million, which is expected to be partially offset by the available credit balance within the plan. The Organization expects to contribute \$3.7 million to its postretirement benefit plan during the year ending June 30, 2017.

THE AMERICAN NATIONAL RED CROSS

Notes to Consolidated Financial Statements

June 30, 2016

(with summarized information for the year ended June 30, 2015)

The following benefit payments, which reflect expected future service, as appropriate, are expected to be paid, as of June 30, (in thousands):

	Pension benefits	Postretirement benefits
2017	\$ 136,168	3,729
2018	140,802	3,848
2019	146,082	3,955
2020	150,626	3,993
2021	154,810	4,055
2022–2026	827,546	20,330
	<u>\$ 1,556,034</u>	<u>39,910</u>

The Organization has investment guidelines for the Retirement System (the Plan) assets. The overall objective of the guidelines is to ensure the Plan assets provide capital growth over an extended period of time, while also considering market risks and ensuring that the portfolio income and liquidity are appropriate to meet the Plan benefit payments and other expenses. The Plan investments are required to be diversified by asset class and within each asset class in order that no single investment will have a disproportionate impact on the total portfolio. The Plan asset allocation is reviewed each year with current market assumptions to re-align the asset mix with the long-term goals of the Plan. (See Note 4 for descriptions of the methodologies used to value plan assets, except for the equity interest in the par annuity and guaranteed accumulation fund which are valued based on significant unobservable inputs including discounted cash flows analysis, comparable analysis, or third party appraisals. See Note 4 for the definitions of Levels 1, 2, and 3.)

The Plan assets were invested in the following categories at June 30, 2016 and 2015:

	Pension assets	
	2016	2015
Cash and short-term investments	3%	9%
Equity	17	15
Fixed income	38	29
Marketable and nonmarketable alternative funds	42	47
	<u>100%</u>	<u>100%</u>

The Plan assets were within authorized asset allocation ranges at June 30, 2016 and 2015.

THE AMERICAN NATIONAL RED CROSS

Notes to Consolidated Financial Statements

June 30, 2016

(with summarized information for the year ended June 30, 2015)

The following tables represent pension plan assets that are measured at fair value on a recurring basis at June 30, 2016 and 2015 (in thousands):

	June 30, 2016	Level 1	Level 2	Level 3	Measured at NAV (1)
U.S. government securities	\$ 195,904	149,049	46,855	—	—
Fixed income commingled funds	408,773	—	408,773	—	—
Equity commingled funds	146,340	—	146,340	—	—
Fund of hedge funds	639	—	—	—	639
Global macro hedge funds	64,386	—	—	—	64,386
Equity hedged funds	227,569	—	—	—	227,569
Multistrategy and other hedge funds	367,090	—	—	24	367,066
Buyout and growth equity funds	137,794	—	—	5,905	131,889
Distressed debt funds	47,056	—	—	—	47,056
Other private market funds	79,499	—	—	—	79,499
Private real estate funds	48,516	—	—	10,391	38,125
Venture capital funds	21,922	—	—	—	21,922
Equity interest in participating annuity surplus	60,376	—	—	60,376	—
Guaranteed accumulation fund	38,307	—	—	38,307	—
Derivative contracts	29,208	—	29,208	—	—
Money market and other	106,018	3,601	102,417	—	—
Total investments	\$ <u>1,979,397</u>	<u>152,650</u>	<u>733,593</u>	<u>115,003</u>	<u>978,151</u>

THE AMERICAN NATIONAL RED CROSS

Notes to Consolidated Financial Statements

June 30, 2016

(with summarized information for the year ended June 30, 2015)

	June 30, 2015	Level 1	Level 2	Level 3	Measured at NAV (1)
U.S. government securities	\$ 180,961	133,596	47,365	—	—
Corporate and sovereign bonds and notes	202,663	—	202,663	—	—
Fixed income commingled funds	113,196	21,985	91,211	—	—
Common and preferred stocks	173,877	173,877	—	—	—
Equity commingled funds	130,958	78,101	52,857	—	—
Fund of hedge funds	53,945	—	—	—	53,945
Global macro hedge funds	90,988	—	—	—	90,988
Equity hedged funds	250,437	—	—	—	250,437
Multistrategy and other hedge funds	223,561	—	—	23	223,538
Buyout and growth equity funds	168,248	—	—	5,927	162,321
Distressed debt funds	47,409	—	—	—	47,409
Other private market funds	91,804	—	—	—	91,804
Private real estate funds	59,745	—	—	12,829	46,916
Venture capital funds	24,477	—	—	—	24,477
Equity interest in participating annuity surplus	75,280	—	—	75,280	—
Guaranteed accumulation fund	32,414	—	—	32,414	—
Derivative contracts	(8,658)	—	(8,658)	—	—
Money market and other	190,066	5,609	184,457	—	—
Total investments	\$ 2,101,371	413,168	569,895	126,473	991,835

- (1) Certain investments are measured at fair value using NAV as a practical expedient and have not been classified in the fair value hierarchy. The NAV amounts have been presented to permit reconciliation of the fair value hierarchy to the amounts presented in the consolidated statement of financial position.

THE AMERICAN NATIONAL RED CROSS

Notes to Consolidated Financial Statements

June 30, 2016

(with summarized information for the year ended June 30, 2015)

The following tables presents the activity of the assets of the Organization's defined benefit plan for assets measured at fair value on a recurring basis using significant unobservable inputs (Level 3) for the years ended June 30, 2016 and 2015 (in thousands):

	Balance as of June 30, 2015	Purchases	Settlements	Change in unrealized gains (losses)	Balance at June 30, 2016
Multistrategy and other hedge funds	\$ 23	1	—	—	24
Buyout and growth equity funds	5,927	25	(332)	285	5,905
Private real estate funds	12,829	237	(1,657)	(1,018)	10,391
Equity interests in par annuity	75,280	—	(11,569)	(3,335)	60,376
Guaranteed accumulation fund	32,414	—	(1,528)	7,421	38,307
	<u>\$ 126,473</u>	<u>263</u>	<u>(15,086)</u>	<u>3,353</u>	<u>115,003</u>

	Balance as of June 30, 2014	Purchases	Settlements	Change in unrealized gains (losses)	Balance at June 30, 2015
Multistrategy and other hedge funds	\$ 106	—	(12)	(71)	23
Buyout and growth equity funds	6,111	28	(2)	(210)	5,927
Private real estate funds	12,543	607	(1,444)	1,123	12,829
Equity interests in par annuity	76,391	—	—	(1,111)	75,280
Guaranteed accumulation fund	38,630	—	(7,064)	848	32,414
	<u>\$ 133,781</u>	<u>635</u>	<u>(8,522)</u>	<u>579</u>	<u>126,473</u>

The Plan transacts in a variety of derivative instruments and contracts including both swaps and options for investment and hedging purposes in order to create or mitigate certain exposures. Each instrument's primary underlying exposure is interest rates, equities, commodities, or currencies. Such contracts involve, to varying degrees, risks of loss from the possible inability of counterparties to meet the terms of their contracts. Use of swaps mitigates counterparty risk. The Plan's derivatives are all transacted over-the-counter.

The Plan uses interest rate swaps and swaptions to hedge interest rate exposure for a portion of its liabilities. The liabilities are valued via a "discount rate" of investment grade corporate bonds. Uncertainty of future discount rates adds variability to Plan valuations and future cash flows. Interest rate swap and swaption agreements are derivative instruments used by the Plan to mitigate these uncertainties. The interest rate swap and swaption agreements are required to be marked to fair value on a recurring basis.

THE AMERICAN NATIONAL RED CROSS

Notes to Consolidated Financial Statements

June 30, 2016

(with summarized information for the year ended June 30, 2015)

Equity options are used by the Organization for both investment purposes and to hedge equity market exposure; all equity contracts are marked to fair value on a recurring basis. Commodity swap agreements are used by the Organization to gain exposure to various underlying commodity futures; the commodity swaps are required to be marked to fair value on a recurring basis. The organization recognized realized losses of \$1.5 million and \$404 thousand for the years ended June 30, 2016 and 2015, respectively, related to commodity swap agreements held during fiscal years 2016 and 2015.

The following table lists the notional/contractual amount of derivatives by contract type included in pension plan assets at June 30, 2016 and 2015 (in thousands):

Derivative type		2016	2015
Interest rate	\$	880,000	1,844,000
Equity		180,000	240,001

The following table lists fair value of derivatives by contract type included in pension plan assets as of June 30, 2016 and 2015 (in thousands):

Derivative type		Derivative asset		Derivative liability	
		2016	2015	2016	2015
Interest rate	\$	115,908	63,338	87,235	73,398
Equity		535	1,426	—	24
Fair value of derivatives included in pension net assets	\$	<u>116,443</u>	<u>64,764</u>	<u>87,235</u>	<u>73,422</u>

The following table lists gains and losses on derivatives by contract type included in actual return on plan assets available for plan benefits as of June 30, 2016 and 2015 (in thousands):

Derivative type		Realized gains/(losses)		Change in unrealized gains/(losses)	
		2016	2015	2016	2015
Interest rate	\$	13,205	33,175	46,231	(15,065)
Equity		(4,616)	(5,820)	(1,414)	521
Total	\$	<u>8,589</u>	<u>27,355</u>	<u>44,817</u>	<u>(14,544)</u>

For the valuation of the Plan's derivative contracts at June 30, 2016, the Plan used significant other observable inputs as of the valuation date (Level 2), including prices of instruments with similar maturities and characteristics, interest rate yield curves, measures of interest rate volatility and various market

THE AMERICAN NATIONAL RED CROSS

Notes to Consolidated Financial Statements

June 30, 2016

(with summarized information for the year ended June 30, 2015)

indices. The value was determined and adjusted to reflect nonperformance risk of both the counterparty and the Plan.

American National Red Cross Savings Plan – 401(k) Plan: The Organization sponsors the American Red Cross Savings Plan (the Savings Plan), a defined contribution plan. In general, employees are eligible to participate upon hire and vest in employer contributions on a 3 year cliff schedule. Employer contributions include Red Cross Match only. The Points-Based Employer Contribution and Annual Red Cross Contribution were discontinued following the final contributions allocated in September 2015. The Red Cross Match remained in effect. There were \$32.1 million and \$63.6 million in Red Cross employer contributions to the Savings Plan in 2016 and 2015, respectively.

For the 2016 calendar year, contribution limits were based on a maximum annual compensation of \$18,000. As of June 30, 2016, there were 20 investment options that an employee could choose from and a self-managed brokerage account option.

(11) Receivables Securitization Program

The Organization has an asset securitization program. The program is structured to sell the eligible biomedical hospital account receivables, without legal recourse, to a third party investor, through a wholly owned bankruptcy-remote special purpose entity that is consolidated for financial reporting purposes. The Organization continues servicing the sold receivables. Proceeds received under the securitization program are treated as secured borrowings. The maximum amount of the agreement is \$125 million for years ended June 30, 2016 and 2015 and the total cost of the program approximates the 30 day Libor plus 1%. At June 30, 2016 and 2015, the amount of outstanding borrowings under the securitization program was \$110 million and \$120 million, respectively, and is included in other current liabilities on the statement of financial position.

(12) Commitments and Contingencies

Litigation: The Organization is a defendant in a number of lawsuits incidental to its operations. In the opinion of management, the outcome of such lawsuits will not have a materially adverse effect on the Organization's financial position.

Consent Decree: In April 2003, The American National Red Cross signed an amended consent decree (the Decree) with the United States Food and Drug Administration (FDA) affecting Biomedical Services and its blood services regional operations. The Decree required compliance with specific standards on how the Organization will manage and monitor its Biomedical Services' operations and formalized management of compliance related issues and provides timelines for their resolution. The Decree subjected the Organization to potential monetary penalties if it failed to meet the compliance standards. As of June 30, 2015, Organization's consolidated financial statements reflected adequate accrual for potential penalties resulting from noncompliance with the requirements of the Decree. As of December 4, 2015, The American National Red Cross is no longer under the Consent Decree and the potential monetary penalties related to it. The Organization demonstrated a continuous period of sustained compliance with specific standards on how the Organization manages and monitors its Biomedical Services' operations/compliance.

THE AMERICAN NATIONAL RED CROSS

Notes to Consolidated Financial Statements

June 30, 2016

(with summarized information for the year ended June 30, 2015)

Government Grants: Costs charged to the federal government under cost-reimbursement grants and contracts are subject to government audit. Therefore, all such costs are subject to adjustment. Management believes that adjustments, if any, would not have a significant effect on the consolidated financial statements.

(13) Subsequent Events

The American National Red Cross is offering a lump sum special election window from September 1st through October 14, 2016 to terminated vested participants with the option to either cash out their retirement benefit or take an immediate annuity, which was actuarially reduced for early commencement. This option was made available to former employees who terminated their employment prior to July 1, 2016, were vested in the Retirement System of the American National Red Cross and were not receiving monthly payments. Special election window payments will be made upon submission of election forms starting in November 2016.

The Organization has evaluated subsequent events through the date the consolidated financial statements were issued, October 27, 2016.

Schedule

THE AMERICAN NATIONAL RED CROSS – Mississippi Region

Schedule of Operating Revenues and Expenses

Year ended June 30, 2016

Operating revenues and gains:

Contributions:

Corporate, foundation and individual giving	\$ 1,361,209
United Way and other federated	482,295
Legacies and bequests	309,322
Services and materials	385,023
Products and services	444,754
Contracts, including federal government	373,786
Other revenues	8,052
Support from American National Red Cross chapter network	<u>3,247,654</u>

Total operating revenues and gains	<u>6,612,095</u>
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Operating expenses:

Program services:

Services to the Armed Forces	583,338
Biomedical services	16,840
Domestic disaster services	3,958,277
Health and safety services	<u>536,825</u>

Total program services	<u>5,095,280</u>
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Supporting services:

Fundraising	1,138,603
Management and general	<u>378,212</u>

Total supporting services	<u>1,516,815</u>
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Total operating expenses	<u>6,612,095</u>
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Excess of operating revenues and expenses	<u>\$ —</u>
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See accompanying notes to schedule and independent auditors' report.

THE AMERICAN NATIONAL RED CROSS – MISSISSIPPI REGION

Notes to Schedule

Year ended June 30, 2016

(1) Summary of Significant Accounting Policies

(a) Basis of Presentation

The American National Red Cross (the Organization) has a core of approximately 250 chartered local chapters organized in 61 regional groupings known as the chapter network (the Network). Each regional grouping services a specific geographical area. The accompanying Schedule of Operating Revenue and Expenses (Schedule) reflects program activities that have a day to day impact in the specific geographic area as well as support provided to national humanitarian services or other communities.

Program activities for regional operations include services to the Armed Forces, domestic disaster relief, activities in support of biomedical services, health and safety services, community services, and activities in support of international relief and development services. This schedule does not reflect the full operations of the biomedical services or the international relief and development operations, but rather the limited support activities associated with these two programs that are performed by chartered chapters. In addition, the Schedule does not present the consolidated changes in operating revenues and expenses of The American National Red Cross and may not be indicative of the operating revenues and expenses that would have been achieved if the regional grouping operated as an unaffiliated organization.

The chartered chapters and regional groupings are managed as one network; funds are raised for the Network and are used where needed. At different times, certain chapters may generate more funds than needed or need more funds than generated. Accordingly, the Network works as a support function to ensure that each community has the necessary funds to support The American National Red Cross' programs that are vital to each community. Funds are always used according to the wishes of the donor. Additional funds are used to serve the needs of the community where they were raised; any excess is used to support needs in other communities and national disaster relief operations as well as the greater humanitarian effort across the Organization. Support from the Network received by chapters or regional groupings are reported, when applicable, as support from the American National Red Cross chapter network on the Schedule. Excess amounts provided by the chapter or regional grouping are reported, when applicable, as national disaster relief and humanitarian services on the Schedule.

The excess in operating revenues and expenses reported on the Schedule are reported in total and do not include classifications of net assets, revenues, gains, and losses based on the existence or absence of donor-imposed restriction.

(b) Contributed Services and Materials

Contributed services reflect the important impact volunteers have in delivering the Organization's mission. Contributed services are reported at fair value when those services (1) create or enhance nonfinancial assets or (2) require specialized skills provided by individuals possessing those skills and are services which would be typically purchased if not provided by donation.

THE AMERICAN NATIONAL RED CROSS – MISSISSIPPI REGION

Notes to Schedule

Year ended June 30, 2016

The Organization engages approximately 314,000 volunteers. A small percentage of these volunteers meet the above criteria and are reported in contributed services. Contributed services in the region includes the services of 109 volunteers. The region recorded contributed services revenue and related expense of \$0.3 million, primarily reflecting volunteer efforts in support of disaster services and services to the Armed Forces.

Contributed materials are recorded at their fair value at the date of the gift. Gifts of long-lived assets are recorded as restricted support.

(c) Allocation of Supporting Services Expenses

Over the past several years The American National Red Cross has worked to provide a greater level of standardization and oversight, and has centralized certain support functions to make more local resources available to serve the mission. During the year ended June 30, 2016, The American National Red Cross continued standardizing its methodology for allocating supporting services to each regional grouping in relation to the region's operating expenses net of national disaster relief and humanitarian services expenses. Accordingly, amounts presented in the accompanying Schedule may not be comparable to amounts presented in prior years.

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 A DONATION OF FUNDS TO THE LOCAL CHAPTER OF THE AMERICAN RED CROSS PURSUANT TO MISS. CODE ANN. § 21-19-57 (2015), AND FOR RELATED PURPOSES

WHEREAS, pursuant to Miss. Code Ann. § 21-19-57 (2015), a municipality may donate “out of any moneys in the municipal treasury, ..., a sum not exceeding One Hundred Dollars (\$100.00) per million of assessed valuation to the support of a local chapter of the American Red Cross, in said municipality”; and

WHEREAS, the City of Gulfport desires to donate funds, in the amount of \$ _____ to the Southeast Mississippi Chapter of the American Red Cross, which has offices located within the City of Gulfport; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such donation and that making the aforementioned donation, which shall be paid out of available funds in the general fund of the City, is in the best interest 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 its Mayor, is hereby authorized to donate municipal funds in the amount of **Five Thousand Dollars (\$5,000.00)** to the Southeast Mississippi Chapter of the American Red Cross.

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

2018 GULF COAST LEGISLATIVE RECEPTION



November 6th, 2017

Mayor Billy Hewes
Mayor
City of Gulfport
P. O. Box 1780
Gulfport MS 39502

Dear Billy:

On behalf of the business community of the Mississippi Gulf Coast, please accept our sincere appreciation for your previous financial support of the Gulf Coast Legislative Reception. Considered the best networking reception each year during the Legislative Session, this premier event spotlights the economic diversity of the MS Gulf Coast. The 2018 Gulf Coast Legislative Reception will mark the 28th anniversary of this highly-regarded event which will be held on **Wednesday, January 10, 2018** at the Trade Mart Building in Jackson (MS) from 5:30 p.m. – 8:00 p.m.

The Coast Legislative Delegation believes that a unified effort by Jackson, Hancock, and Harrison Counties, continues to pay dividends during each Legislative session. The Coast Legislative Delegation is joining with various business organizations from both private and public sectors to provide a first-class reception.

Accordingly, we are respectfully asking your organization to make a financial commitment of \$1,500 in support of this event. I hope that we can count on your assistance to once again make this an outstanding night to share our perspectives with key Mississippi leaders. Please make your contribution payable to 2018 Gulf Coast Legislative Reception and mail it to the attention of Asher Travis c/o Gulf Coast Business Council, 11975-D Seaway Road, Gulfport, MS 39503.

Again, thank you for your continued support of the Mississippi Gulf Coast!

Should you have any questions please feel free to contact Paul D. Guichet at The Peoples Bank (228) 435-8761.

Sincerely,

Chevis C. Swetman
President & CEO
The Peoples Bank

Paul D. Guichet
Committee Chair
Gulf Coast Legislative Reception

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) Gulf Coast Business Council	
Business name, if different from above	
Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☒ Other ▶ 501(c)6	☒ Exempt from backup withholding
Address (number, street, and apt. or suite no.) 11975 Seaway Road, Suite A120	
City, state, and ZIP code Gulfport, MS 39503	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								

OR

Employer identification number								
2	0	5	2	3	7	3	4	9

Part II Certification

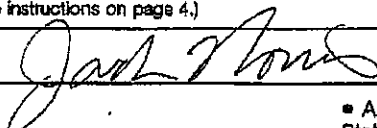
Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person ▶



Date ▶

8-21-13

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

City of Gulfport Proposed Budget for FY 2018 Agency Funding

Harrison County Soil & Conservation	15,000
Harrison County Library	383,250
Memorial Day Concert (Sounds by the Sea)	9,500
Fairgrounds Horseshow	15,000
Mental Health Assoc of MS	20,000
NAACP-MLK Parade	3,500
American Red Cross	5,000
Gulf Coast Legislative Reception	1,500
CASA Harrison County	3,500
Disability Connection	6,000
American Public Works	1,500
Motor Vehicle for Hire	27,000
Gulf Coast Women's Center for Nonviolence	5,000
	<u>495,750</u>

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 IN SUPPORT OF THE 2018
GULF COAST LEGISLATIVE RECEPTION**

WHEREAS, local government units join private interests annually in funding and supporting a Gulf Coast Legislative Reception in Jackson for the purpose of meeting with state legislators and other leaders to thank them for their legislative support and to encourage support for projects for Gulfport and the Mississippi Gulf Coast in general; and

WHEREAS, the 2018 Gulf Coast Legislative Reception will take place on Wednesday, January 10, 2018 at the Trade Mart Building, in Jackson, Mississippi, and will include food samplings from Coast restaurants; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from its participation in the event by having an opportunity to show appreciation and promote the City of Gulfport to leaders and people of influence in the State; 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 \$1,500.00 to help fund the reception will serve 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 its Mayor, is hereby authorized to expend municipal funds of One Thousand Five Hundred Dollars (\$1,500.00) to the 2018 Gulf Coast Legislative

Reception as a contribution to help sponsor and to participate in the 2018 Reception scheduled to be held on Wednesday, January 10, 2018.

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

PUBLIC WORKS

TO: Mayor Billy Hewes

CC: Dr. John Kelly, CAO
Kris Riemann, P.E., Director of Engineering
Ryan Merrill, M.S., Assistant Director of Public Works

FROM: Wayne E. Miller, P.E., Director of Public Works *WEM*

DATE: November 09, 2017

RE: **2017 Revision - City of Gulfport Public Works Strategic Plan 2016-2020**

I am pleased to present you with the 2017 Revision to our Fiscal Years 2016-2020 Department of Public Works Strategic Plan. This document outlines the goals, objectives, and mission of the Department of Public Works that we will continue to focus on during the next three (3) years. It was created through the involvement of our entire staff and provides for a department wide direction. This Strategic Plan is the first the Department has created as part of our continual improvement of operational processes and services that it provides to the Citizens of Gulfport.

Besides its incredible leadership value, this document has been created to fulfill requirements of the American Public Works Association (APWA) Accreditation Program, in whose Best Practices manual it is identified that all Public Works Departments shall perform a Strategic Planning process in order to better determine their needs and direction for the near to distant future. As such, this Strategic Plan was included in the normal process of improving this department to meet the requirements set out for APWA Accredited Agencies.

I would like to thank the Public Works Management Staff, who served in the capacity of the Strategic Planning Committee. Their time, work, and ideas were invaluable to the creation of this document.

In the spirit of government accountability and fiscal responsibility, while at the same time serving the needs of a growing citizenry and a thriving community, it is hoped that this Strategic Plan will provide a definitive road map for this department to provide superior services that enhance the quality of life and community pride as we move forward.

Please place this item on the November 21, 2017 Council Agenda.

This item has been approved by:

Mayor or C.A.O. _____



Strategic Plan

REV. 2017

PUBLIC WORKS
ENGINEERING

WATER & SEWER
STREETS & DRAINAGE

TRAFFIC
MAINTENANCE

2016-2020



4050 HEWES AVENUE, GULFPORT, MS 39507



City of Gulfport, Mississippi Department of Public Works Strategic Plan



City of Gulfport, Mississippi
Mayor and City Council

Billy Hewes, Mayor

Kenneth L. Casey, Sr., Councilman Ward 1

Ronald "Ron" Roland, Councilman Ward 2

Ella Holmes-Hines, Councilwoman Ward 3

F.B. "Rusty" Walker, IV, Councilman Ward 4

Myles Sharp, Councilman Ward 5

Robert "R. Lee" Flowers, Councilman Ward 6

Cara L. Pucheu, Councilwoman Ward 7

Dr. John R. Kelly, Chief Administrative Officer

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

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

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**OFFICE of DIRECTOR of
PUBLIC WORKS**

4050 Hewes Avenue
Gulfport, MS 39507-3903
Phone: 228-868-5740
Fax: 228-214-2238

November 09, 2017

Mayor Billy Hewes
City of Gulfport
Gulfport, Mississippi

Dear Mayor Hewes:

I am pleased to present you with the 2017 Revision to our Fiscal Years 2016-2020 Department of Public Works Strategic Plan. This document outlines the goals, objectives, and mission of the Department of Public Works that we will continue to focus on during the next three (3) years. It was created through the involvement of our entire staff and provides for a department wide direction. This Strategic Plan is the first the Department has created as part of our continual improvement of operational processes and services that it provides to the Citizens of Gulfport.

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Sincerely,

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

Introduction

The City of Gulfport's Department of Public Works' Strategic Plan is a product of the department's process to continue to be an American Public Works Association (APWA) Accredited Agency. The plan is intended to provide a mission, goals, and measurable objectives for the department to effectively provide services to the City of Gulfport in the coming years.

The Strategic Plan is not meant to be a daily service manual of functions performed by the Department of Public Works. It is meant to be a planning document for the department to more effectively and efficiently provide its daily services in the future. It is expected that this document will assist the department in achieving the citywide mission of "providing superior services" with a clear direction and measurable benchmarks.

This Strategic Plan will be reviewed on an annual basis by the Public Works Strategic Planning Committee (PWSPC). This plan will be updated and provided to the city council and the public at the end of each consequent fiscal year.

The Strategic Planning Committee is mandated by the Public Works Policies and Procedures to review, revise, and recommend a Strategic Plan on a regular basis. The Committee is chaired by the Director of Public Works and is composed of Public Works employees. All members are appointed by the Director of Public Works.

The Department Goals and Objectives in this Strategic Plan were formulated with input from committees composed of employees in each division from various levels of the organization. The individuals that served in this capacity are listed on the last page of this document.



Mission, Vision, and Values Statements

Gulfport's Public Works Mission Statement

The mission of the City of Gulfport's Public Works Department is to provide quality service in a timely manner and to exceed our citizens' expectations.

Gulfport's Public Works Vision Statement

The vision of the City of Gulfport's Public Works Department is to serve as a leader in providing reliable and efficient services, acting as first responders in servicing, supporting, and educating the community, and responding to current and future needs through creativity and innovation in order to maintain and enhance the community's essential life services.

We are committed to assisting our citizens and public officials by understanding their concerns, cooperating to determine solutions, keeping them informed (providing information), assuring quality work, and striving to continuously improve operations.

Gulfport's Public Works Values Statement

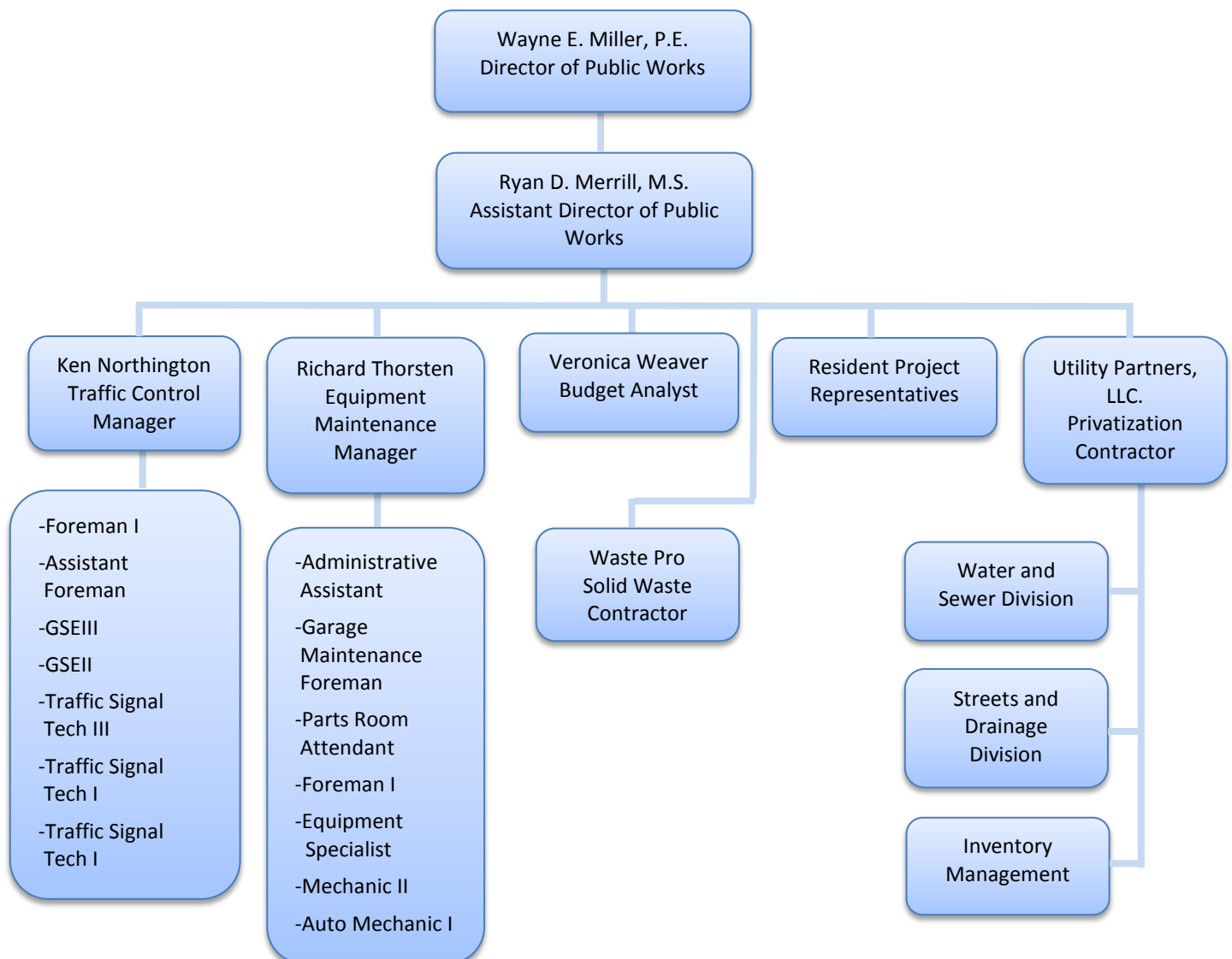
We believe in working hard with safety first, making competent decisions, taking initiative, being dependable, acting professionally with courtesy, respect, appearance, and good manners, being honest, and taking pride in our work. We shall adhere to these values at all times.

We are committed to our staff by providing a rewarding and enriching environment, providing training in current industry standards and technology, organizing and communicating objectives effectively, and recognizing that each and every person's contribution makes a difference toward the achievement of the Public Works Department's goals and values.



Organizational and Community Profile

The City of Gulfport Public Works Department is currently composed of a staff of roughly thirty (30) employees. This includes Professional, Technical, and Support positions. The Department is divided into eight separate Divisions: Administration, Maintenance Garage, Traffic Control and Safety, Water, Sewer, Streets, Drainage, and Solid Waste (Waste Pro). Each Division is overseen by the Director of Public Works. Public Works also has a privatization contractor that is composed of a staff of roughly one hundred thirty (130) employees. This contract is the labor force for all water, sewer, streets and drainage issues in the city. At the end of the year, the city hires a firm to perform the audits required to measure performance relative to benchmarks for the purpose of determining disposition of the retained funds of the contractor. This audit not only measures benchmarks but also determines customer satisfaction. Every six (6) months a customer satisfaction survey is completed by the auditor based upon service requests that were completed during the preceding six (6) month period. Inventory Management is also part of the privatization contract.



The Public Works Complex is located at 4050 Hewes Avenue Gulfport, MS, adjacent to the Gulfport-Biloxi International Airport. There are three buildings in the Public Works Complex: Administration, Maintenance Garage, Traffic Control and Safety, Water, Sewer, Streets, and Drainage, which are housed in the largest building; Inventory Management, which is housed in the building to the West; and the Traffic Warehouse, which is the building to the East.

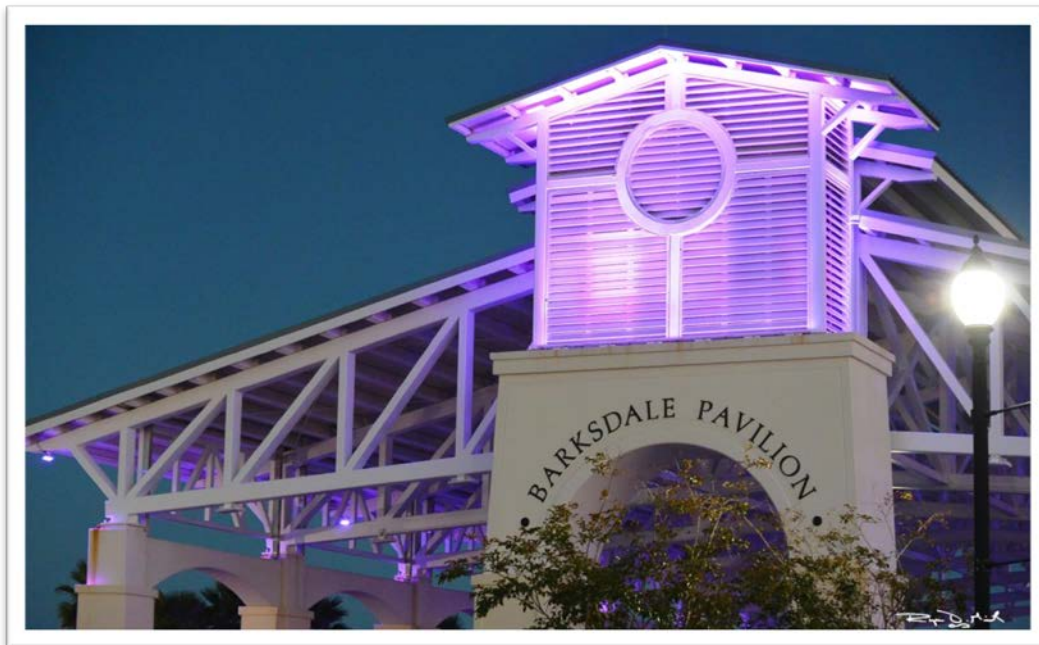
Department Responsibilities and Duties

The Public Works Department provides internal Fleet maintenance, internal Facilities maintenance, and citywide Water/Sewer and Streets/Drainage maintenance. The Maintenance Garage Division provides maintenance to the over 500 vehicles/equipment in the City of Gulfport fleet. The Traffic Control and Safety Divisions takes care of various issues, such as: traffic light maintenance, traffic signage, and striping. The Water and Sewer Division takes care of various issues, such as: water leaks, sewer leaks, fire hydrant replacement/repair, etc. The Streets and Drainage Division takes care of various issues, such as: stormwater ditches/systems and road maintenance within the city limits. Finally, the Inventory Management Division manages all material inventory and fuel support for the department.

Overall, the Department is also responsible for Disaster Recovery in the event of a major emergency such as a hurricane or other natural event. In cooperation with the Police and Fire Rescue Departments, Public Works handles the debris removal, public property damage assessment, utility maintenance, and street clearing in the recovery stage of a major event.

Geography and Demographics

Gulfport is located in Harrison County, and is bound by the City of Biloxi to the East, the City of Long Beach to the West, the Gulf of Mexico to the South and unincorporated Harrison County to the North. Gulfport encompasses a total area of 64.2 square miles, which makes it the second largest city in the State of Mississippi.



Incorporated on July 28, 1898, the City of Gulfport has experienced remarkable growth in population over the past 118 years. In 1950, the population was 22,659. By 2000, it had increased dramatically to 71,127; this resulted from a vigorous annexation program.

In 2010, the population had decreased to 67,793; this was a result from Hurricane Katrina which devastated the Mississippi Gulf Coast on August 29, 2005. According to the latest census, the estimated 2013 population increased to 71,012.

Gulfport is currently home to the Naval Construction Battalion Center, the Port of Gulfport, the Mississippi Air National Guard Base, the Jefferson Davis Campus of Mississippi Gulf Coast Community College, the Gulfport-Biloxi International Airport, and is within driving distance of the University of Southern Mississippi Gulf Park Campus and Keesler Air Force Base. The City of Gulfport is served by the Gulfport School District and the Harrison County School District.

Government Organization

The City of Gulfport is a municipality in the State of Mississippi, formed under the mayor-council form of government. Pursuant to applicable statute and ordinance, the city is governed by a city council of seven elected citizens who serve as the city's governing body. The city council members are elected from various geographic wards. Oversight of all city functions is vested in the Mayor who is elected in a city-wide election. The city council serves as the legislative and policy body for the City of Gulfport. The Mayor appoints a Chief Administrative Officer who is confirmed/ratified by the city council. The Chief Administrative Officer and Mayor work to implement policy directives and to recommend annual budgetary needs and work to promote growth within the city and Gulf Coast.

The Mayor is responsible for appointing the Chief Administrative Officer and all department directors. Currently there are ten department directors.

Financial Profile

The Public Works Department has an Operating Budget for Fiscal Year 2018 of approximately \$15,000,000. These funds are broken out into two funding sources. The General Fund provides monies for Public Works Administration, Streets and Drainage Maintenance, and Traffic Control and Safety. The General Fund also provides monies for the Maintenance Garage (Fleet Management); some of these monies are provided by charging other department for fleet maintenance services throughout the year. The Water Enterprise Fund provides monies for water and sewer maintenance.

The Fiscal Year 2013 to 2025 Capital Improvement Program (CIP) totals \$81,000,000 that is designated for Public Works functions. The City currently utilizes an Annual Budgeting Process and a Twelve Year Capital Improvement Program. The CIP and budget must be adapted by the City Council before September 15 of each year. The City also utilizes a Capital Lease to assist with equipment purchases at a low interest.

Regulatory Environment

LOCAL: Gulfport Code of Ordinances
STATE: Mississippi Code of 1972
FEDERAL: United States Constitution and Code

Guiding Principles

- Provide our Customers with Services as Efficiently, Effectively, Innovatively and Safely as Possible
- Provide a Clean & Healthy Community for our Citizens and Visitors
- Provide Safe & Reliable Equipment for City Employees to Achieve their Goals
- Protect the City of Gulfport's Environment air and water
- Make our Facilities more Sustainable
- Improve the City's Infrastructure

S.W.O.T. Analysis

(Strengths, Weaknesses, Opportunities, and Threats)

In order to understand itself and establish goals, an organization must first identify its existing strengths and weaknesses, then determine potential opportunities and threats that are typically external to the team. Once these have been agreed upon, goals are then identified to build on strengths, correct weaknesses, leverage opportunities, and mitigate threats.

STRENGTHS

- Geographic Location
- Strong Leadership
- Responsiveness
- Long-Term Department Vision
- Skilled/Knowledgeable Staff
- Dedication to Superior Service
- Commitment to Education & Training
- Adaptability & Flexibility to new Challenges
- Safety Conscious
- High Customer Service Standards
- Cohesive Team
- Customer Relationships

OPPORTUNITIES

- Grants/Outside Funding
- Marketing Possibilities and Public Relations
- Improved Contractor Base
- Think Big and Smart
- Training Opportunities
- Development of Career Tracks
- Wireless Technology, Fiber, and Other IT
- Partnerships with other Cities/the County/other Organizations
- Public and Customer Appreciation for Department

WEAKNESSES

- Infrastructure Condition
- Competitiveness of Compensation
- Communication
- Street Maintenance Funds/Revenues
- Complacency of Personnel
- Reduced Staffing Levels
- Public Perception
- Fear of Change

THREATS

- Severe Weather and Natural Disasters
- Competition
- Regulatory Restrictions
- Declining Revenues
- Outsourcing of Services
- Loss of Experienced Personnel
- Attracting Quality Personnel
- Reduction of Quality Services
- Failure of Critical Infrastructure Systems

Department-Wide Goals & Objectives

Goal #1: Continuously Evaluate and Improve Best Management Practices through Measurements and Accountability

- Annual Self-Assessment using APWA Management Practices Manual – **ONGOING**

Goal #2: Installation of water and sewer services to all residents inside City limits – **ONGOING**

Goal #3: Provide superior capital project delivery

- Develop written policy for communication with property owners.
- Develop priority list for future capital project needs
- Ensure capital projects are managed effectively
- Provide feedback to the public on projects through news and local media

Goal #4: Develop Technology Training Program for staff – **ONGOING**

Goal #5: Develop Annual Clean and Green Program – **ONGOING**

- Program to be during Spring Months to get ready for the Summer

Goal #6: Develop Annual Public Works Ground Improvements Program

- Build additional offices to house staff
- Revamp existing parking

Goal #7: Update to Cityworks 2014 - **COMPLETE**

- We currently have Cityworks 2012.1

Goal #8: Create Public Works Orientation Program

- APWA Self-Assessment Manual will be available to all new employees during orientation

Goal #9: Create Fiber City

Goal #10: Complete the process of installing communication system in city vehicles – **COMPLETE**

- Laptops in certain City vehicles

Goal #11: Complete the process of making certain Public Works process paperless – **ONGOING**

- Submission of all Site Plans and Construction Drawings electronically

Goal #12: Community Outreach - **COMPLETE**

- Designate a position in the department to be responsible for creating and updating Public Works social media sites and a Public Works Newsletter
- Designate a position in the department to attend school career days to explain Public Works to our youth

Goal #13: Provide proper training for all divisions of Public Works – ONGOING

Maintenance Garage Goals & Objectives

Goal #1: Provide a safe working environment for all shop employees – ONGOING

- Replace outdated floor lifts with new heavier capacity lifts
- Provide state of the art quality safety PPE
- Promote shop safety by incorporating best management practices in the shop and while working in the field on breakdowns
- Provide annual certification in CPR and First Aid

Goal #2: Provide adequate fiscal funding to maintain the fleet – ONGOING

- Require each department to provide funds to maintain their fleets
- Establish and fully fund a 5 year equipment replacement plan
- Budget at least a million dollars a year for the next 5 years for equipment Replacement
- Provide funding to establish an apprenticeship program to train new future mechanics to include an increase in the tool allowance

Goal #3: Provide responsive service to the Fleet – ONGOING

- Maintain adequate supply of repair parts to meet the needs day-to-day and during a Disaster
- Maintain a 90% equipment availability to the labor contractor to meet City goals
- Provide qualified technicians to make field repairs in a safe and timely manner

Goal #4: Provide Fleet Operations personnel with the necessary tools and training – ONGOING

- Provide up-to-date training on new AC and emission systems
- Purchase state of the art diagnostic tools to troubleshoot new technology systems
- Seek/fund and attend any available factory training or local training seminars
- Work to increase technician's tool allowance
- Ensure all shop employees meet all NIMS training requirements

Goal #5: Maintain full accountability of shop tools and parts – ONGOING

- Track all repair parts and cost on every piece of equipment
- Maintain 100% accountability on minor property tools and equipment
- Follow City procedures when receiving new equipment and disposing of old equipment and tools
- Expand the parts room by moving the S&D managers to a new office location

Goal #6: Provide a Fleet that meets the needs of the City today – ONGOING

- Develop equipment specifications to ensure new equipment meets current EPA Standards
- Ensure new equipment meets the needs of new technology in the field
- Purchase fuel efficient vehicles and vehicles sized for the mission they are Performing

Traffic Control Goals & Objectives

Goal #1: New digital sign printer operation. - COMPLETE

- Set up and train employees
- Begin the Wayfinding sign project
- Reduce sign inventory with new printer
- Speed up sign fabrication and quality

Goal #2: Upgrade Retro reflectivity equipment. – ONGOING

- Assist in adding new details to GIS mapping for City Works program
- Build a better maintenance program for more cost effective service

Goal #3: Setup and run a comprehensive timing plan on Pass Rd utilizing the new traffic signal equipment. - COMPLETE

Goal #4: Assist MDOT in getting a new signal plan on Hwy 90 and on S.R. 605

- Move traffic more safely and improve flow rate

Goal #5: Upgrade all non-mast arm signalized intersections to full operational mast arms.

- Lower maintenance during heavy winds or storms
- Cleaner appearance

Safety/Environmental/ADA Goals & Objectives

Goal #1: Continue the MS4 Program – ONGOING

- Establish a file system for all MS4 files
- File all Inspection and Certification Forms for Small Construction General Permit
- Ensure all permits are current and filed
- This program will improve are waterways and environment

Goal #2: Create Monthly Safety Meetings with all Public Works Staff – ONGOING

- Establish a Monthly Safety Meeting beginning of month
- Establish Safety Minutes
- Safety meetings will resolve current safety issue, and increase safety awareness though out Public Works staff

Goal #3: Create Monthly Training Program – ONGOING

- Establish a Monthly Safety Training Program for Public Works staff this will increase our safety awareness

Goal #4: Provide Annual CPR/First Aid Training Program

- Research Training for CPR/First Aid
- Establish an annual tracking excel file to track all employees
- This program will ensure all employees can render first aid to an injured employee until the first responders arrive

Goal #5: Update ADA Transition Plan – ONGOING

- Update with new Priority List the 2016-2020 ADA Transition Plan
- Draft an Accessible Pedestrian Signals Plan for the 2016-2020 ADA Transition Plan
- Working together with Engineering Department, track the current priority list, and updated new Priority List
- Track all completed jobs on the Priority List
- Establish a self-evaluation for three years
- Updated ADA Transition Plan will ensure City of Gulfport is within compliance of the American Disabilities Act Title II

Goal #6: Create Safety Library – ONGOING

- Enhance Safety Library
- Ensure all Safety Regulations and Manuals are current
- Safety Library will ensure accurate and correct safety guidance is enforced and followed

**Goal #7: Update Material Safety Data Sheets (MSDS) and Safety Data Sheets (SDS)
– ONGOING**

- Ensure workplace's that have hazardous materials will have a current MSDS Binder in a central location for all employees to have access to
- This will ensure Public Works meets 29 CFR 1910 General Industry Guidelines

Water Goals & Objectives

Goal #1: Develop a Water Tank Maintenance Program

Goal #2: Develop a Water Valve Exercising Maintenance Program

Goal #3: Develop a Fire Hydrant Painting Program

- Standard Fire Hydrant color for the City of Gulfport is Yellow

Goal #4: Standardize equipment – ONGOING

Sewer Goals & Objectives

Goal #1: Further Develop Inflow & Infiltration (I&I) Reduction Program. – ONGOING

- Identify and reduce public and private I&I
- Reduce wet weather Sanitary Sewer Overflow's (SSOs)

Goal #2: Develop a Lift Station Structure Program

Goal #3: Continue updating GIS to show location and attributes of all sewer components

- Identify projects and assist the Engineering Division in implementing collection system spot repair, line and manhole rehabilitation work

Goal #4: Continue implementation of the installation of sewer manholes covers containing the City logo – ONGOING

Streets and Drainage Goals & Objectives

Goal #1: Update Ditch Cleaning Plan – ONGOING

- Update Storm Drainage System Maintenance Plan
- Verify Annually the Ditches Cleaned against the Maintenance Plan
- Ensure Easements are feasible for proper ditch maintenance
- Procure proper ditch cleaning equipment for limited access areas

Goal #2: Develop updated Drainage Master Plan

- Identify ditches that need Federal, State and local permits to proceed.
- Identify ditches that are on private property.
- Proceed with getting easements for long term maintenance of ditches that are on private property

Goal #3: To acquire permanent right-of-ways or easements for all areas which have drainage problems

Goal #4: Increase Street Paving Budget

- Identify and prioritize the streets according to the cost and condition of the street on the paving list that need paving.

Past Performance & Service Measures Report

	<u>Actual FY 2014</u>	<u>Actual FY 2015</u>	<u>Actual FY 2016</u>	<u>Actual FY 2017</u>
<u>Public Works Administration</u>				
Accredited Agency (Y/N) (Community Pride)	N	N	N	Y
PW Strategic Plan Objective Completed (%)	0%	0%	0%	21%
<u>Maintenance Garage Division</u>				
Work Orders Completed	2,457	2,587	2,100	2,152
Parts Issued	25,688	26,161	31,367	32,652
Equipment Availability for Privatization Contract (%)	90.3%	90.1%	91.9%	91.3%
<u>Traffic Control Division</u>				
Work Orders Completed	1,238	7,760	4,618	3,234
Signs Made or Repaired	582	2,950	2,930	857
<u>Water Division</u>				
Service Requests Completed	3,568	3,087	3,528	2,931
Fire Hydrants Replaced or Repaired	183	202	122	104
New Connections	496	406	316	211
<u>Sewer Division</u>				
Service Requests Completed	2,132	2,084	1,986	1,942
<u>Streets and Drainage Division</u>				
Service Requests Completed	4,194	3,473	3,636	3,218
Streets Resurfaced (Miles)	8.21	3.42	8.50	8.65
Streets Swept (Miles)	450	450	450	450
Ditches Cleaned (Linear Feet)	300,959	303,600	303,518	255,560
Sidewalks Cleaned (Linear Feet)	370,694	385,900	377,351	344,343

Future Performance & Service Measure Targets

	<u>Projected FY 2018</u>	<u>Proposed FY 2019</u>	<u>Proposed FY 2020</u>
<u>Public Works Administration</u>			
Accredited Agency (Y/N) (Community Pride)	Y	Y	Y
PW Strategic Plan Objective Completed (%)	50%	75%	100%
<u>Maintenance Garage Division</u>			
Work Orders Completed	2,100	2,100	2,100
Parts Issued	30,000	30,000	30,000
Equipment Availability for Privatization Contract (%)	91%	91.5%	91.5%
<u>Traffic Control Division</u>			
Work Orders Completed	3,300	3,300	3,300
Signs Made or Repaired	900	900	900
<u>Water Division</u>			
Service Requests Completed	3,000	3,000	3,000
Fire Hydrants Replaced or Repaired	125	125	125
New Connections	300	300	300
<u>Sewer Division</u>			
Service Requests Completed	2,000	2,000	2,000
<u>Streets and Drainage Division</u>			
Service Requests Completed	3,300	3,300	3,300
Streets Resurfaced (Miles)	5	5	5
Streets Swept (Miles)	450	450	450
Ditches Cleaned (Linear Feet)	303,600	303,600	303,600
Sidewalks Cleaned (Linear Feet)	385,900	385,900	385,900

Acknowledgments

Thanks to the following staff who served as members of the Strategic Planning Committee:

Wayne E. Miller, P.E., Director of Public Works
Robert K. Riemann, P.E., Director of Engineering
Ryan Merrill, M.S., Assistant Director of Public Works
Jeremy Harrison, E.I., Assistant Director of Engineering
Veronica Weaver, Budget Analyst
Ken Northington, Traffic Signal Technician III
Richard Thorsten, Equipment Maintenance Manager
James O'Dell, Safety/Environment/ADA Officer
Brian Nelson, MBA, Utility Partners, LLC., Project Manager
Robert J. Knesal, P.E., P.S., Utility Partners, LLC., Vice –President

Thanks to the following staff who assisted the Strategic Planning Committee in developing Goals and Objectives for the Divisions of Public Works:

John Thomas, Streets and Drainage Inspector
Joe Johnson, Streets and Drainage Inspector
Brian Jones, Water and Sewer Inspector
Brian McKnight, Water and Sewer Inspector
Mark Kraninger, Storm Water/Solid Waste Inspector
John Fletcher, Traffic Department Foreman I
Tyler Gentry, Staff Engineer
Connie Debenport, Purchasing Manager
Greg Pietrangelo, Director of Urban Development/Planning Development
Jeff Bruni, Esq, City Attorney
Rick Fisher, Director of Department of Technology and Information Management
Rebecca Kajdan, Assistant to the Mayor
Chris Vignes, Public Information Officer
Cheryl Millender, Human Resources Manager
Sherry Beavers, Engineering Executive Secretary
Sherry Morton, Utility Partners, LLC., Office Manager
Jarrod Knesal, Utility Partners, LLC., QA/QC
Jimmy Ladner, Utility Partners, LLC., Streets and Drainage Manager



November 8, 2017

Gulfport City Council Members
2309 15th Street
Gulfport, MS 39501

RE: Street Closure date for ***Christmas Gulfport Style!***

Dear Council Members:

A special event is being planned, ***Christmas Gulfport Style!***, and is scheduled for the Saturday, December 2, 2017.

The information is as follows:

Location: Street Closure for ***Christmas Gulfport Style!***
Closure starting approximately noon. – 7:00 p.m. (after the parade)
14th Street from Hwy 49 to 27th Avenue

Gulfport Main Street and the City of Gulfport will be producing a ***Holiday in the Park, Christmas Gulfport Style!*** Entertainment and Christmas caroling will be provided by the Gulf Coast Symphony's Youth Orchestra and the Anniston Avenue Choir. Face Painting and other children's activities, as well as arts & other vendors will be set up along 14th Street.

Thank you for your consideration of this request.

Sincerely yours,

Laurie Toups

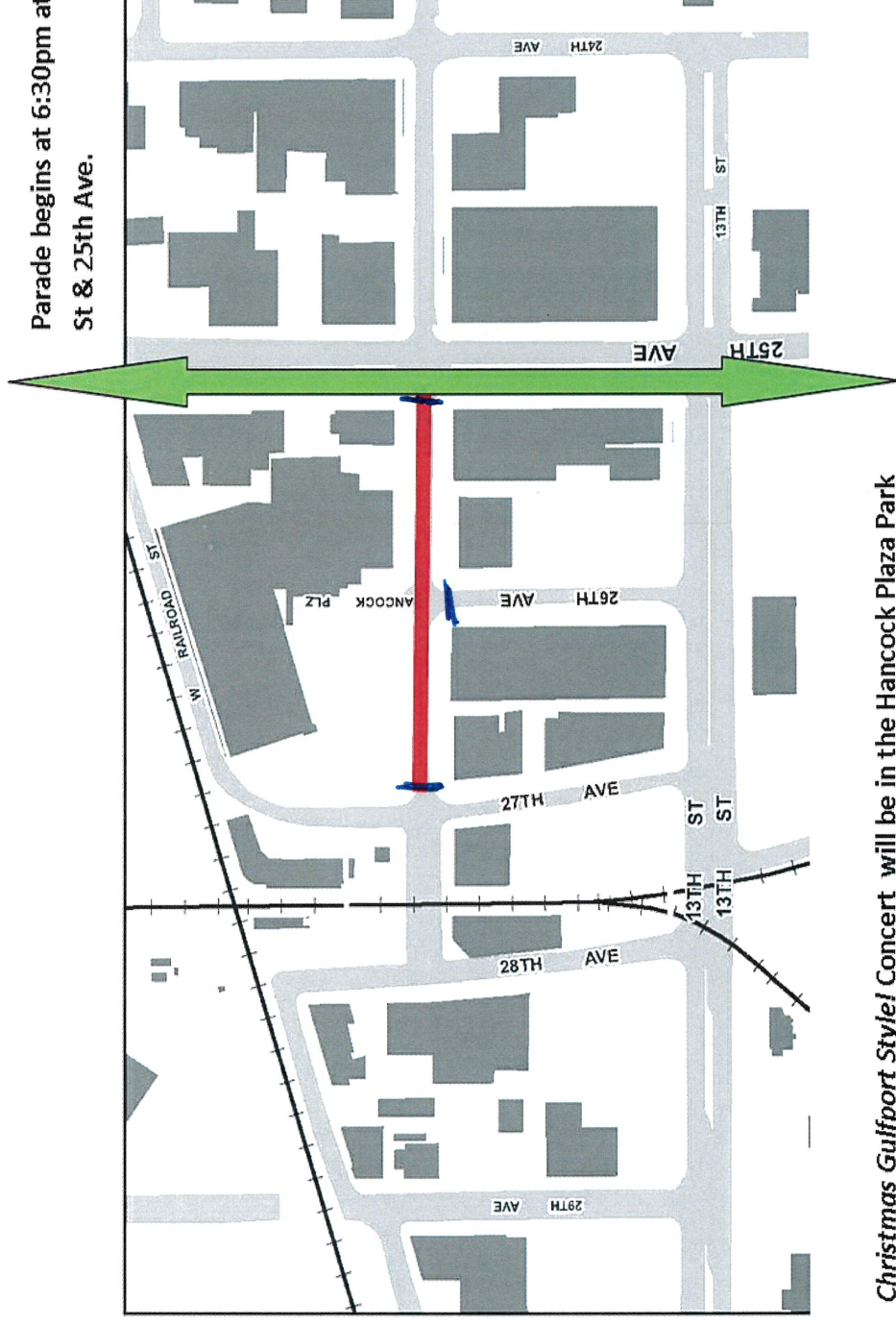
Laurie Toups

Street Closure for Christmas Gulfport Style!

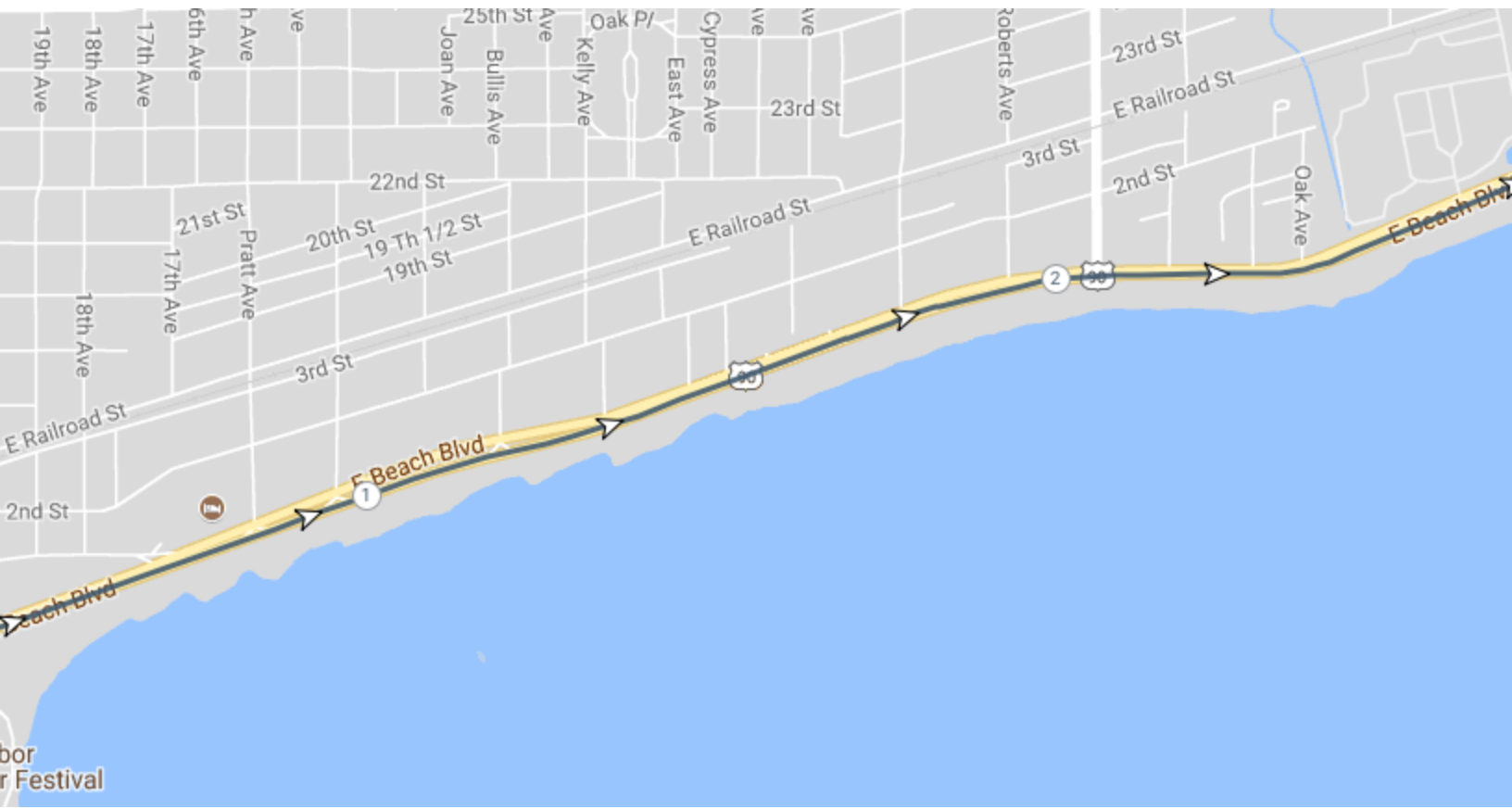
Closure starting approximately noon. – 7:00 p.m. (after the parade)
14th Street from Hwy 49 to 27th Avenue

The City of Gulfport **Christmas Parade route** through downtown on 25th Avenue to the Harbor Lights Festival.

Parade begins at 6:30pm at 19th St & 25th Ave.



Christmas Gulfport Style! Concert will be in the Hancock Plaza Park
All other activities will take place along 14th Street nearest the park



Department	LEISURE SERVICES	
Reviewing Director	Gus Wesson	
Recommendation	☒ Approve As Is ☐ Approve with Changes (see notes) ☐ Not Recommended (see notes)	
Projected Cost for Department	\$0	
Notes If application is approved, group must contact council clerk to request road closure approval through council; Group must sign and date the hold harmless agreement; group must provide certificate of liability insurance coverage, Naming COG as additional insured in the amount of \$1million; told group they must contact aquarium PR folks like they Did last year and get approval/permission and agreement finalized for them to use the grass lot on 23 rd Avenue		
Date Application Received by Dept: <u>10/23/2017</u>	Gus Wesson	10/23/2017
Date Completed/Forwarded: <u>10/23/2017</u>	Directors Signature	Date of Signature

Department	HARBOR	
Reviewing Director		
Recommendation	☐ Approve As Is ☐ Approve with Changes (see notes) ☐ Not Recommended (see notes)	
Total Projected Cost for City of Gulfport	\$	
Notes		
Date Application Received by Dept: _____		
Date Completed/Forwarded: _____	Directors Signature	Date of Signature

Department	POLICE DEPARTMENT	
Reviewing Director	Leonard Papania	
Recommendation	☒ Approve As Is ☒ Approve with Changes (see notes) ☐ Not Recommended (see notes)	
Projected Cost for Department	\$3401.10	
Notes: There will be one officer placed at each major intersection as well as two supervisors. There will also be officers stopping traffic and redirecting it around the half marathon start. Cones will be used for minor intersections through the half marathon closure area. Race organizers are responsible for blocking the southernmost lane for the marathon and the remaining half marathon. The race organizers will need to use cones to block crossings on the median during the half Marathon closure. The police department fell short on cones for these closures during the previous year and it took Officers away from their duties to move equipment.		
Date Application Received by Dept: _____	Leonard	October 27, 2017
Date Completed/Forwarded: _____	Leonard J. Papania	Date of Signature

Department	FIRE DEPARTMENT	
Reviewing Director	Michael Beyerstedt	
Recommendation	☒ Approve As Is ☐ Approve with Changes (see notes) ☐ Not Recommended (see notes)	
Projected Cost for Department	\$0	
Notes Will have on duty crews at the start of the half marathon and respond as needed to the racers passing through.		
Date Application Received by Dept: <u>11/1/2017</u>	MDB	11/1/2017
Date Completed/Forwarded: <u>11/1/2017</u>		

Department	PUBLIC WORKS	
Reviewing Director		
Recommendation	☒ Approve As Is ☐ Approve with Changes (see notes) ☐ Not Recommended (see notes)	
Projected Cost for Department	\$NO COST	
Notes		
Date Application Received by Dept: <u>10/24/2017</u>	WEM	10/24/2017
Date Completed/Forwarded: <u>10/24/2017</u>		

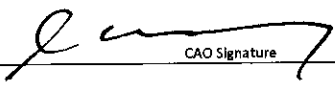
Department	URBAN DEVELOPMENT/BUILDING CODE	
Reviewing Director	Greg Pietrangelo	
Recommendation	☒ Approve As Is ☐ Approve with Changes (see notes) ☐ Not Recommended (see notes)	
Projected Cost for Department	\$	
Notes		
Date Application Received by Dept: <u>10/31/17</u>	Greg Pietrangelo	10/31/17
Date Completed/Forwarded: <u>10/31/17</u>		

Department	GENERAL FINANCE	
Reviewing Director		
Recommendation	☐ Approve As Is ☐ Approve with Changes (see notes)	
	☐ Not Recommended (see notes)	
Total Projected Cost for City of Gulfport	\$	
Notes		
Date Application Received by Dept: _____		
Date Completed/Forwarded: _____	Directors Signature	Date of Signature

Department	MAIN STREET ASSOCIATION	
Reviewing Director		
Recommendation	☒ Approve As Is ☐ Approve with Changes (see notes)	
	☐ Not Recommended (see notes)	
Projected Cost for Department	\$	
Notes		
Date Application Received by Dept: _____		
Date Completed/Forwarded: _____	Laurie Toups Directors Signature	10.24.17 Date of Signature

Department	LEGAL DEPARTMENT	
Reviewing Director		
Recommendation	☐ Approve As Is ☒ Approve with Changes (see notes)	
	☐ Not Recommended (see notes)	
Projected Cost for Department	\$00.00	
Notes		
Ok with application so long as they have an agreement in place to use the grassy area on 23 rd as their staging area before The ½ marathon (Agreement with GRC and/or aquarium folks). See other notes by Leisure Services		
Date Application Received by Dept: 10/23/2017		
Date Completed/Forwarded: 10/23/2017	Margaret Murdock Directors Signature	10/23/2017 Date of Signature

Department	FINANCE	
Reviewing Director		
Recommendation	☒ Approve As Is ☐ Approve with Changes (see notes)	
	☐ Not Recommended (see notes)	
Total Projected Cost for City of Gulfport	\$	
Notes		
Date Application Received by Dept: 10/24/2017	Linda Elias	10/24/2017
Date Completed/Forwarded: 10/24/2017	Directors Signature	Date of Signature

Chief Administrative Officer		
Recommendation	☐ Approve As Is ☐ Approve with Changes (see notes)	
	☐ Not Recommended (see notes)	
Total Projected Cost for City of Gulfport	\$	
Notes		
Date Application Received by Dept: _____	 CAO Signature	10/24/17 Date of Signature
Date Completed/Forwarded: _____		

Routing Instructions. The Original Application must be routed in hardcopy:

1. Completed Application received by Leisure Services
2. Leisure Services evaluates for Departmental Impact and forwards
3. Harbor evaluates for Departmental Impact and forwards
4. Police Department evaluates for Departmental Impact and forwards
5. Fire Department evaluates for Departmental Impact and forwards
6. Public Works evaluates for Departmental Impact and forwards
7. Urban Development evaluates for Departmental Impact and forwards
8. General Finance evaluates for Departmental Impact and forwards
9. Main Street Association evaluates for Departmental Impact and forwards
10. Legal Department evaluates for Departmental Impact and forwards
11. Finance evaluates for Departmental Impact and forwards
12. CAO evaluates and returns Application to Leisure Services for determination with Applicant
13. Leisure Services coordinates Council review of any needed matters (i.e. road closures, etc.)

Each Department has two working days to complete the Application Review; extensions must be granted by the CAO.

SUMMARY OF EVENT

Event Title: _____

Description

(This should be promotional in nature and can not exceed visible area)

Founded in 2015, the Mississippi Gulf Coast Marathon celebrates the local flare and beauty of running along the scenic beaches from Pass Christian to Biloxi. Races include a marathon (26.2 miles), half marathon (13.1 miles), 5K (3.1 miles) and kids marathon race program (a 1.2 mile fun run). The weekend kicks off Friday, December 8th with a Health & Wellness Expo at the Mississippi Coast Convention Center in Biloxi. On Saturday, December 9th the 5K and the Kids Marathon are held at Point Cadet Plaza in Biloxi. There will be a post race party and the expo will reopen. On Sunday, December 10th the marathon starts in Pass Christian and half marathon starts in Gulfport. Both Finish in the MGM Park stadium in front of cheering crowds of families and friends.

Clear Entire Form

Admission

How many points of entry: N/A Entry Times: _____
 Cost per person- Adult: _____ Child: _____ VIP: _____ Proof of payment: _____
 Open or Closed Event: _____ If a closed event, times closed: _____

Are attendees subject to a weapons search? _____ Screening for weapons: _____

If screening for weapons, how will this be conducted:

Comments:

Event Category

- | | | |
|---|--|-----------------------------------|
| ☒ Athletic/Recreation | ☐ Concert/Performance | ☐ Circus |
| ☐ Exhibits/Misc. | ☐ Farmer/Outdoor Market | ☐ Carnival |
| ☐ Festival/Celebration | ☐ Museum Special Attraction | |
| ☐ Parade/Procession/March | ☐ Dance | |

Anticipated Attendance

Total: 3,000 Per Day: 1,500

Anticipated Participants

Total: _____ Per Day: _____

Setup

Event Starts

Event Ends

Dismantle

Date
Sunday, 12/10/17
Sunday, 12/10/17
Sunday, 12/10/17
Sunday, 12/10/17

Time
4:00am
7:00am
2:00pm
2:00pm

LOCATION

Location Description

We will use 23rd Ave. and the service road that is running between the Aquarium site and Hwy 90. We will turn shuttles North onto 23rd Ave from Hwy 90 and drop runners at the corner of 14 St. and 23rd Ave. Shuttles will exit via 23rd Ave and return to Hwy 90 via 15th St. We will stage the portalets on the curb facing the grass lot along 23rd Ave. Sunday morning, UPS trucks will come in and park along the service road to serve as GEAR CHECK vehicles. They will depart as soon as the race starts. Nothing else will be blocking any roadways with the exception of runners in the southern most east bound lane of Hwy 90.

SUMMARY OF EVENT

CONTACTS

Host Organization Mississippi Gulf Coast Marathon, LLC

Professional Organizer Mississippi Gulf Coast Marathon, LLC

Primary Contact Name: Jonathan Dziuba

(Required) Phone Number 2256361644

Secondary Contact Name: Pat Fellows

(Required for internal use only) Phone Number 2253297766

Other Contact Name:

(If different than Primary Contact) Phone Number

Other Contact Name:

(If different than Primary Contact) Phone Number

Web Address http://www.mississippigulfcoastmarathon.com

Yes No

☒ ☐ Is this an annual event? How many years have you been holding this event? 1

☐ ☒ Were there any problems at the last event? If so, please list:

How many people attended the last event? 2,800

Where was the last time the event was held? December, 2016

Please list a reference or contact information of a person you dealt with from the last city administration:
Brittany Dyess

☐ ☒ Is your event part of a larger marketing campaign (i.e. Harbor Fest, Cruisin the Coast, Music Fest etc.)? If yes, please list:

APPLICANT AND HOST ORGANIZATION INFORMATION

A written communication from the Chief Officer of the Host Organization authorizing the applicant and/or professional event organizer to apply for this Special Event Permit on their behalf must be submitted with your permit application.

Host Organization Mississippi Gulf Coast Marathon, LLC

Chief Officer of Host Organization Jonathan Dziuba

Applicant Name Jonathan Dziuba

Address 2012 Stuart Ave.

City Baton Rouge State LA Zip Code 70808

Telephone: Day 2256361644 Evening _____ Fax _____ Cell _____

Please list any professional event organizer, event service provider, or commercial fund-raiser hired by you that is authorized to work on your behalf to plan, produce and/or manage your event.

Applicant Name N/A

Address _____

City _____ State _____ Zip Code _____

Telephone: Day _____ Evening _____ Fax _____ Cell _____

ORGANIZATION STATUS/PROCEEDS/REPORTING

Yes No

☒ ☐ Is the Host Organization a commercial entity?

☐ ☒ Is the Host Organization a bona fide tax exempt, nonprofit entity? If yes, you must attach your IRS 501(C) tax exemption letter providing proof and certifying your current tax exempt, nonprofit status.

☐ ☒ Are vendor or other fees required?

If yes please provide amounts:

\$400,000 Estimated gross receipts including ticket, entry, vendor, product and sponsorship sales from this event.

Please explain how this amount was computed:

2016 revenue and expenses are used here. Includes race entries, sponsor sales, staffing, charity contributions and race expenses.

\$420,000 Estimated expenses for this event.

\$0 What is the projected distribution or net dollar amount the Host Organization will receive from this event?

☒ ☐ Do you have a State Tax ID Number? If yes, what is the number? 81-1854927

SITE PLAN/ROUTE

Your event site plan/route map should be submitted in blueprint or CAD format and include but not be limited to:

- ☐ An outline of the entire event venue including the names of all streets or areas that are part of the venue and the surrounding area. If the event involves a moving route of any kind, indicate the directions of travel and street or lanes closures.
- ☐ The locations of fencing, barriers and/or barricades. Indicate any removable fencing for emergency access.
- ☐ The provision of minimum twenty foot (20') emergency access lanes throughout the event venue.
- ☐ The location of first aid facilities and ambulances.
- ☐ The location of all stages, platforms, scaffolding, bleachers, grandstands, canopies, tents, portable toilets, booths, beer gardens, cooking areas, trash containers and dumpsters, Carnival rides and other temporary structures.
- ☐ A detail or close-up of the food booth and cooking area configuration including booth identification of all vendors cooking with flammable gases or barbecue grills.
- ☐ Generator locations and/or source of electricity.
- ☐ Placement of vehicles and/or trailers.
- ☐ Exit locations for outdoor events that are fenced and/or locations within tents and tent structures.
- ☐ Identification of all event components that meet accessibility standards.
- ☐ Other related event components not listed above.

NARRATIVE

Please provide a narrative and time-line of your event. You may provide this information as an attachment if necessary. We will use 23rd Ave. and the service road that is running between the Aquarium site and Hwy 90. We will turn shuttles North onto 23rd Ave from Hwy 90 and drop runners at the corner of 14 St. and 23rd Ave. Shuttles will exit via 23rd Ave and return to Hwy 90 via 15th St.

We will stage the portalets on the curb facing the grass lot along 23rd Ave. Sunday morning, UPS trucks will come in and park along the service road to serve as GEAR CHECK vehicles. They will depart as soon as the race starts. Nothing else will be blocking any roadways with the exception of runners in the southern most east bound lane of Hwy 90.

SECURITY

Yes No

☐ ☒ Have you hired a licensed professional security company to develop and manage your event's security plan? If yes, you are required to provide a copy of the security company's bonding license issued by the State of Mississippi.

☐ ☐ On site supervisor: Name and phone #: _____

Security Organization _____

Address _____

City _____

State _____

Zip Code _____

Telephone: Day _____ Evening _____ Fax _____ Cell _____

License / Bond # _____

Please describe your security plan including crowd control, internal security or venue safety, or attach the plan to this application.

See attached plan ☐

MEDICAL

Yes No

☒ ☐ Have you hired a licensed professional emergency medical services provider to develop and manage your event's medical plan? If yes, please complete following medical fields

☒ ☐ On site supervisor: Name and phone #: Ray Castle, 225.445.0460

Medical Services Provider Action Sports Consultants

Address _____

City _____

State _____

Zip Code _____

Telephone: Day 2254450460 Evening _____ Fax _____ Cell _____

Please describe your medical plan including your communications plan, the number, certification levels (MD, RN, Paramedic, EMT) and types of resources that will be at your event and the manner in which they will be managed and deployed. Your plan should include hours of setup and dismantle of medial aid area. You may attach the plan to this application if necessary.

I have attached our medical plan from 2016.

See attached plan ☒

ACCESSIBILITY

This checklist is intended to serve as a planning guideline and may not be inclusive of all City, County, State and Federal access requirements. You may attach more detailed information if necessary.

Yes No

- ☒ ☐ Will there be a Clear Path of Travel throughout your event venue? Please describe.
There will be no structures erected to impede pedestrian or vehicular traffic.
- ☐ ☒ Have you developed a Disable Parking and/or Transportation Plan (including the use of public transportation or shuttle services) for your event? Please describe.
- ☐ ☒ Will a minimum of 10% of portable rest rooms at your event be accessible? Please describe.
For running events a 1:100 ratio has always been an appropriate amount of restrooms to have on site
- ☐ ☒ Will all food, beverage and vending areas be accessible? Please describe
- ☒ ☐ Will all signage be provided in highly contrasting colors and placed so pedestrian flow will not obstruct its visibility? Please describe
We will use A-frame signage and pole signs
- ☒ ☐ Will a Public Announcement (PA) System be used to broadcast announcements, locate parents of missing children, etc? Please describe.
We will use speakers around the road ways.
- ☐ ☒ If an information center is provided at your event will customer service representatives be available to assist disabled individuals? Please describe
- ☐ ☒ If all areas of your event venue can not be made accessible will maps or programs be made available to show the location of accessible rest room, parking, drinking fountain, and first aid station? Please describe

PARKING AND SHUTTLE PLAN

Yes No

- ☒ ☐ Will your event involve the use of a parking and/or shuttle plan? If yes, please describe or provide an attachment of your plan.
Runners will be shuttled from the finish area to the roadways north of Hwy 90 adjacent to Jones Park. They will run from 4:30am to 6:30am and travel on Hwy 90.

See attached plan ☐

SAFETY

Yes No

- ☒ ☐ Will your event involve the use of traffic safety equipment? If yes, please list:

Police will manage intersections and barricades and traffic cones will assist with vehicle and pedestrian flow.

Equipment Company Mississippi Gulf Coast Marathon, LLC

Address _____

City _____

State _____

Zip Code _____

Telephone: Day 2256361644 Evening _____ Fax _____ Cell _____

Equipment Setup: Date 12/10/17 Time 4:00am

Equipment Pickup: Date 12/10/17 Time 10:30am

ENTERTAINMENT AND RELATED ACTIVITIES

Yes No

- ☐ ☒ Are there any musical entertainment features related to your event? If yes, complete the following information or provide an attachment listing all bands/performers, type of music, sound check and performance schedule.

Number of Stages _____

Number of Performers/Bands _____

Performer/Band name and music type _____

- ☐ ☒ Will sound checks be conducted prior to the event?

If yes, Start time _____ Finish time _____

- ☒ ☐ Will sound amplification be used?

If yes, Start time 4:30am Finish time _____

Please describe the sound equipment that will be used for your event

PA system for announcements

- ☐ ☒ Will inflatables, hot air balloons or similar devices be used at your event?

If yes, please describe

- ☐ ☒ Does your event include the use of fireworks, rockets, lasers, or other pyrotechnics?

If yes, please describe

- ☒ ☐ Will your event include the use of any signs, banners, decorations, or special lighting?

If yes, please describe

Signs and banners to mark the Start Line and directional arrows

- ☐ ☒ Do your event plans include any casino games, bingo games, drawings or lottery opportunities?

If yes, please describe

ALCOHOL

Yes No

- ☐ ☒ Does your event involve the use of alcoholic beverages?

If yes, please check all that apply:

- ☐ Free Alcohol
☐ No Alcohol will be permitted on site
☐ Brown Bag / Carry in
☐ Alcohol sales by Event Promoter
☐ 3rd Party Vendor

Type

- ☐ Beer
☐ Beer and Wine
☐ Beer, Wine and Distilled Spirits

ABC Permit # _____ Date your event met ABC Approval: _____

Approved by: _____

Please describe your plan to ensure the safe sale or distribution of alcohol at your event:

FOOD CONCESSIONS OR PREPARATION

Yes No

- ☐ ☒ Does your event include food concession and/or preparation areas?

If yes, please describe how food will be served and /or prepared:

- ☐ ☒ Do you intend to cook food in the event area?

If yes, please specify method:

- ☐ Gas
☐ Electric
☐ Charcoal
☐ Other (specify): _____

CONCESSIONAIRE

Yes No

- ☐ ☒ Will items or services be sold at your event?

If yes, please describe or attach a complete list of vendors and include a sample of the vendor pass that will be used.

- ☐ ☒ Will items or services sold at your event present unique liability issues (e.g. body piercing, massage, animal rides, etc.)?

If yes, please describe or attach a complete list of vendors.

Complete list of vendors attached ☐

- ☐ ☒ Do you intend for you or your vendor to sell / giveaway adult novelties or paraphernalia commonly used to ingest illegal substances?

PORTABLE REST ROOMS

You are required to provide portable rest room facilities at your event, unless you can substantiate the sufficient availability of both ADA accessible and nonaccessible facilities in the immediate area of the event site which will be available to the public during your event.

Yes No

- ☒ ☐ Do you plan to provide portable rest room facilities at your event?

If yes: Total number of portable toilets 30

Number of ADA accessible portable toilets 3

If no: Please explain:

Rest Room Company: TBD

Address

City State Zip Code

Telephone: Day Evening Fax Cell

Equipment Setup: Date Time

Equipment Pickup: Date Time

SANITATION AND RECYCLING

Number of Trash Cans with Lids 5

Number of Dumpsters with Lids 0
(One for every increment of 400 people)

Number of Recycling Containers 0

Sanitation Company: N/A

Address _____

City _____ State _____ Zip Code _____

Telephone: Day _____ Evening _____ Fax _____ Cell _____

Equipment Setup: Date _____ Time _____

Equipment Pickup: Date _____ Time _____

Please describe your plan for cleanup and removal of recyclable goods, waste and garbage during and after your event.

We provide our own garbage cans to collect runners food wrappers, bottles and cups they use pre-race. We will remove trash bags and cans when the race SAG trailers come through.

MITIGATION OF IMPACT

Yes No

☒ ☐ Is there anything about your event that may cause issues to local residents / businesses in proximity to your event? Please explain:

We will be closing a section of Hwy 90 east bound from 25th Ave. to Hewes Ave. from 6:30am to 8:00a m. After that, the east bound traffic will be restricted to one lane until 12:30pm.

☐ ☒ Have you met with the residents, businesses, places of worship, schools and other entities that may be directly impacted by your event? If yes, please attach a complete list of these entities.

If no, please explain:

We will make this outreach as the race approaches

☐ ☒ Do you have a sample of the notice that you propose to distribute two weeks prior to your event? If yes, please attach.

If no, please explain:

We will be distribute course maps and anticipated road impact times as part of the Spectators Guide prior to the race.

MARKETING AND PUBLIC RELATIONS

Yes No

- ☒ ☐ Will this event be marketed, promoted, or advertised in any manner? If yes, please describe:

Social media, email marketing and TV promotional interviews/stories

- ☐ ☒ Will there be live media coverage during the event? If yes, please describe:

- ☐ ☒ Will media vehicles be parked within the event venue? If yes, please describe safety plan:

- ☐ ☒ Do you have a plan to control or limit the placement and/or distribution of promotional signage, stickers, and other items? If yes please describe:

INSURANCE

Name of Insurance Agency: ESIX 3 LLC

Address 2727 Paces Ferry Rd

City Atlanta

State GA

Zip Code 30339

Telephone: Day 6783243300 Evening _____ Fax _____ Cell _____

Contact Name: _____

Policy Type: General/Umbrella

Policy Amount: \$3,000,000 / \$10,000,000

Policy Number: _____

AFFIDAVIT OF APPLICANT

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event under the City of Gulfport Municipal Code and I understand that this application is made subject to the rules and regulations established by the City Council and/or the City Manager or the City Manager's designee. Applicant agrees to comply with all other requirements of the City, County, State, Unified Port District, MTDB, Federal Government, and any other applicable entity which may pertain to the use of the Event venue and the conduct of the Event. In the event that a possessory interest subject to property taxation is created by virtue of this use permit, I agree to pay all possessory interest taxes and the City shall not be liable for the payment of such taxes I further agree that the payment of any such taxes shall not reduce any consideration paid to the City pursuant to this use permit. I agree to abide by these rules, and further certify that I, on behalf of the Host Organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the Event to the City of Gulfport.

Print Name of Applicant/Host Organization Jonathan Dziuba / Mississippi Gulf Coast Marathon

Title Race Director

Signature _____

Date 9/26/17

Print Name of Professional Event Organizer same

Title _____

Signature _____

Date _____

Thank you for completing your Special Event Permit Application.

Before you submit your application to the City of Gulfport, please
make sure that the following steps have been completed:

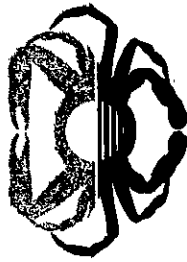
Have you?

- ☐ Signed and dated your application?
- ☐ Attached your event site plan?
- ☐ Attached your event security plan?
- ☐ Provided a copy of your security company's license and bonding paperwork?
- ☐ Attached your event medical plan?
- ☐ Attached a copy of your accessibility Plan?
- ☐ Attached your event parking and shuttle plan?
- ☐ Attached a complete entertainment list and schedule?
- ☐ Included letters of support or endorsement from impacted entities and community groups within your venue area.
- ☐ Provided samples of communications that will be distributed to impacted residents, businesses, schools, places of worship and other entities?
- ☐ Attached your certificate of insurance?
- ☐ Attached a copy of your IRS 501(C) tax exemption letter?
- ☐ Included any County, State, Federal or City Permits that may be required to hold your event in the selected venue.
- ☐ Applied for a Police Noise Ordinance Variance Permit, if applicable?

Submit your completed permit application to:

**City of Gulfport Leisure Services Department
Joseph T. Jones Bldg, Attn: Office of Special Events
1422 23rd Avenue (2nd Floor)
Gulfport, MS 39501**

Medical plan



MISSISSIPPI
|
GULF COAST MARATHON

2016 Medical Plan

Communications

The Communications Command Center is the hub for all communications on Race Weekend. Representatives from the Mississippi Gulf Coast Marathon, Harrison County Sheriff, Biloxi PD, Gulfport PD, Long Beach PD, Pass Christian PD, AMR EMS, and the marathon medical team should be present.

Location:

Time Line

Friday, Dec 9th: Delivery of Command Center & Southern Link radios
Saturday, Dec 10th 7:00 AM – 11:00 AM: Comm Ctr LIVE
Sunday, Dec 11th 6:00 AM – 2:00 PM: Comm Ctr LIVE

Key Roles

MGC Race Director:	Jonathan Dziuba (225) 636.1644
MGC Communications Director:	Keith Reed (337) 654.3417
Medical Coordinator:	Ray Castle (225) 445.0460
Harrison County Sheriff Dept:	
Biloxi PD:	
Gulfport PD:	
Long Beach PD:	
Pass Christian PD:	
AMR EMS:	

***2 Way Radios for MGC OPS team will be checked out and checked in by Keith Reed. You will sign you radio out and in each day.

Communication Procedures

An incredible amount of information needs to be communicated around the course, both for logistics as well as for medical and other needs. Good communications are a critical element in the success of our marathon and for the safety of our participants and volunteers. The following is a brief guide explaining the communication resources available to us.

The Job of the Aid Station Lead Volunteer and Aid Station Medical Person
The Aid Station Lead Volunteer and the Aid Station Medical Person are the PRIMARY communicators of the aid station. Text message and cell phones are the primary means of communication. Their main job must be to communicate any aid station and medical needs at each aid station. The Aid Station Lead Volunteer will communicate via text message or cell phone to the appropriate Zone Manager. The Aid Station Medical Person will communicate via text message or cell phone with the Medical Coordinator.

How To Communicate

Brevity of communication is critical. Before sending a message or placing a call, collect your thoughts and get the information ready. Key points are:

1. to whom do we need to send a message
 2. nature of the message
 3. priority (routine, priority, emergency)
- There is tremendous volume of traffic transmitted during the event and a long series of UHs and UHMs slows things down.

Other Communication

There will be 2-way radios using a county wide tower for use by race officials and other involved in race operations. Each radio will be pre-programmed with four channels:

1. Course
2. Venue
3. Finish Fest/EXPO/Retail
4. Medical

The central point for communications between these channels will be through the **Communications Command Center (CCS)**, which is a mobile trailer located on Spanish Town Rd. near MGM Park.

Emergencies

In the event that we need to communicate something of an emergency or sensitive nature, The Mississippi Gulf Coast Marathon has developed a code system. This will ensure that the message gets to race officials promptly and accurately. Any emergency communication will get immediate attention. Each radio operator has a copy of this code system and the appropriate procedures to follow.

We Live And Die By These Things

All communications are directed to, and driven by, CCS. The only exception to this rule is when the race director requires and assumes net control of the radio channels. When this occurs, all stations must stand-by unless your station is handling life and death traffic.

- **Brevity:** Keep all messages short and to the point. Speak clearly and concisely. Please do not get upset if the CCS sounds abrupt with you or asks you to repeat something. This just usually means he is really busy with several people talking to him locally. There are several channels being handled in the same control area and traffic gets quite hectic.
- **Communications – Emergency Codes**
 - **Drop Out Disposition Codes**
 - 1 – took public transportation to finish line
 - 2 – runner was taken to the hospital (provide hospital name if possible)
 - 3 – runner is returning to hotel
 - 4 – runner is going home
 - 5 – runner is waiting for sweep bus
 - 6 – runner is aboard sweep bus
 - 7 – runner is at aid station (provide aid station number)
 - **Reason Codes**
 - A – runner is tired
 - B – runner is injured
- **Order of Report**
 - 1 – drop out at mile: (this is the radio operator location)
 - 2 – runner # (this is the number on the bib)
 - 3 – runner disposition code (see 1 thru 7 above)
 - 4 – drop out reason (A or B above)
 - 5 – Hospital Name
 - 6 – Sweep bus/vehicle

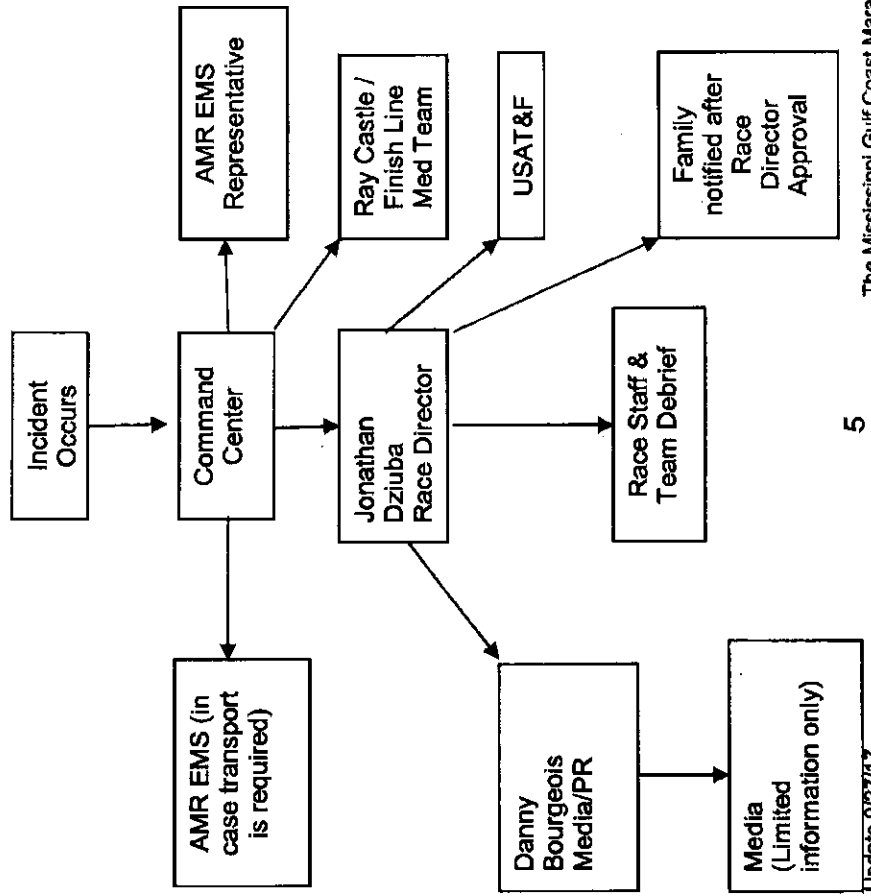
Emergency Condition Codes: The Exchange...

Radio Operator: I'm having trouble with my cell phone. I AM trying to call a number in the ____ area code and it won't work.
Net Control: Try this number and see if it works (You will be given a real number to call)

Medical Situations: MS area code (228) intentionally not used!

- 786 serious medical condition
- 561 death
- 954 senior official alert, topic not suitable for radio

Communications Hierarchy - Crisis Communication Team Organization Chart



Medical Plan – Introduction & Overview

While it is impossible to plan for all types of emergency situations that may arise during a large-scale athletic event, coordination and implementation of a emergency plan will help to ensure our objectives for a safe and fun event.

The general components of an emergency plan include:

1. Outline of personnel and their respective roles at the various locations
2. Emergency communications processes (radio; cell phones; text messages; etc.)
3. Medical emergency supplies and equipment
4. Maps of event-related locations
5. Medical documentation for injured receiving care

The overall medical team consists of various medical specialties with diverse skill sets. Individuals should recognize their capabilities and should yield to those specialties with more appropriate emergency care training and expertise.

Primary Roles in Emergency Situations:

1. Establish scene safety and immediate medical care
2. Initiate activation of EMS response to the scene
3. Obtain/retrieve available emergency equipment
4. Assisting EMS and public safety to the injury scene
5. Communication within established medical channels to Central Command
6. Complete appropriate medical records documentation

Coverage Overview:

Local Hospitals –receiving EMS transports

- 1.
- 2.
3. Outlying medical centers as needed

Course Medical Coverage

1. Aid Stations
2. American Medical Response EMS

Finish Line/Finish Area

1. Finish Line
2. Main Medical Tent (near right field access tunnel)
3. American Medical Response EMS

EVENT ALERT SYSTEM (EAS)

The Mississippi Gulf Coast Marathon has implemented a color-coded Event Alert System (EAS) for our races that will communicate the status of course conditions on race day. The levels range from Low (green) to Moderate (yellow) to High (red) to Extreme (black) based on the weather and other course conditions. On race day, the current EAS status will be communicated via color-coded flags at the start and finish areas and along the course at each medical station.

All participants should familiarize themselves with the EAS prior to the race, remain alert for directions from race officials, and take precautions to prepare properly for varying weather or course conditions on race day.

Alert Level	Event Conditions	Recommended Actions
Extreme	Event Cancelled/Extreme and Dangerous	Participation stopped / Follow event official instruction
High	Potentially Dangerous	Slow down / Observe course changes / Follow event official instruction / Consider Stopping
Moderate	Less than ideal	Slow Down / Be prepared for worsening conditions
Low	Good	Enjoy the event / Be alert

EAS for Inclement Weather Conditions

Alert Level	Event Conditions	LIGHTNING	HOT WEATHER	COLD WEATHER	Recommended Actions
Extreme	Event Cancelled/Event Modified/Extreme and Dangerous	Strikes <10 mile range	WBGT > 90° F	Wind Chill Index <35.99° F	Participation stopped / modify race; Follow event official instruction
High	Potentially Dangerous	Strikes 20-10 mile range	WBGT 88° - 89.99° F	Wind Chill Index 36-41.99° F	Slow down / Observe course changes / Follow event official instruction / Consider Stopping

Alert Level	Event Conditions	LIGHTNING	HOT WEATHER	COLD WEATHER	Recommended Actions
High	Less than ideal	Strikes 30-20 mile range	WBGT 85° - 87.99° F	Wind Chill Index 42-49.99° F	Slow Down / Be prepared for worsening conditions
Low	Good	No strikes or strikes +30 miles away	WBGT < 84.99° F	Wind Chill Index >50° F	Enjoy the event / Be alert

Participants will receive notifications before and during races using social media and email notifications, as well as On-Course Notifications will occur at Aid Stations with the use of color-coded flags. Utilization of transport buses and/or designated EAS physical locations along the course route will be activated for "HIGH" and "EXTREME" alert levels.

On-Course Medical Volunteers and additional runner support (fluids, etc.) will be directed to their designated physical locations to provide on-site care in the facility if the race is stopped. Additional support will be deployed using EMS and medical support from finish medical area as deemed appropriate.

Lightning/Severe Weather Safety Guidelines

This protocol is designed to educate all MGC event staff, and to provide information to cities and towns along the course regarding the MGC policies and procedures in the event of a weather hazard that includes severe weather conditions such as lightning and/or thunder. To determine the proximity of lightning, the MGC utilizes the National Severe Storm Laboratory (NSSL) flash-to-bang method in addition to weather monitoring services (lighting finder app).

To use the flash-to-bang method, count the seconds from the time lightning is first sighted to when the clap of thunder is heard. Divide this number by five to obtain the distance in miles from where the lightning occurred. **Example: 30 second count between flash and hearing bang... storm is 6 miles away**

Lightning awareness should increase with the first visual sighting of a flash or clap of thunder regardless of how far away the storm may seem. Notice should be made of how fast the storm is moving, relative to the time it would take to find safe shelter for runners, staff, and spectators. MGC staff should remember the existence of blue sky and the absence of rain are not protection from lightning.

- A. As a minimum, it is strongly recommended that by the time staff monitors a flash-to-bang count of 30 seconds, all individuals should have left the site and reached a safe location. Given the nature of this event and the size of the field, spectators and staff, a flash-to-bang count of 60 seconds may be needed to accurately move all individuals to a safe location.
- B. Resumption of activity should only be considered by waiting 30 minutes or longer after the last flash of lightning or sound of thunder.
- C. The Emergency Alert System (EAS) has an established protocol for notifying participants and determining if weather conditions cause a delay or stoppage in the race.

Chain of Command:

During the day or days leading up to the event, if there is an indication that severe weather is a possibility contacts will be made with local meteorologists in the MS Gulf Coast area. Discussions will center on the possibilities of weather that may alter the start of the event.

If forecasts and current weather conditions show a relatively high probability of severe weather, the Medical Coordinator (Ray Castle, ATC), and Race Director (Jonathan Dziuba) will be in contact with the National Weather Service or other designated weather monitoring agency/service, notifications will be made with each Fire, Police and EMS service along the route to advise them of a delay or postponement.

Primary and secondary identification of sheltering locations for runners, spectators and support staff will be established by Law Enforcement agencies and the participating venues along the length of the Marathon course, in the weeks and months leading up to the event.

Verbal warnings will be made over bullhorns or loud speakers advising runners to seek immediate shelter from the storm. Verbal notice will provide the location of the nearest shelters as they pertain to the runner's locations. The terms "watch" and "warning" will be used as part of the notification process and have the following meaning. A "Watch" means that conditions are favorable for severe weather to develop, and a "Warning" means that severe weather has been reported in the area and for everyone to take proper precautions.

Medical staff will observe the following basic first-aid procedures when dealing with lightning victims. BE sure you know who your EMS providers are in the area you are assigned.

1. Survey the scene for safety. Ongoing thunderstorms will continue to pose a threat to emergency response personnel
2. Volunteer medical staff should request EMS to respond immediately.
3. Provide exact locations, nature of injury and the number of victims if necessary move victim(s) carefully (considering possible C-spine injuries) to a safer location.
4. Attend to the most severe cases first.
5. Evaluate and treat to your level of expertise until EMS arrival.
6. Assist EMS personnel as requested.

Duties and responsibilities of all MGC volunteer medical staff and student assistants

The medical staff selected to provide coverage of the MS Gulf Coast Marathon will be the primary health care team working with local EMS agencies. Each Medical Volunteer is directly responsible to the Co-Chief Medical Officers (Chad Braden, MD, William Baird, MD). Our staff will work within the supervision of the CMO and in cooperation with other members of the medical staff. Responsibilities include, but are not limited to:

1. Assist with set up and breakdown of medical supplies/equipment for both on site and course medical locations. To include assisting with hydration plan for each venue.
2. Assist with inspection of event site for safety and medical service functions.
3. Follow emergency and communications procedures for each site. In the event that local EMS needs to take control of a medical situation, they are to be provided full access to that patient or situation.
4. In cases of injury or illness, or other emergencies will follow all established procedures and documentation for the evaluation and treatment of athletes/walker and officials.
5. Ensure that all treatments and evaluations stay within the guidelines of each Medical staff's state licensure and professional practice acts.
6. Injured/fill athletes/walker or event staff members are a priority, and will be accompanied at all times by a member of the medical staff in the event of an injury or medical transports.
7. Maintain injury/illness records as outlined by the MGC, to include treatment logs. All records must be completed in full.
8. Maintain communications with Medical Coordinator regarding arrival, venue set up, emergency situations and venue breakdown.
9. Inform Chief Medical Officer and Medical Coordinator if runner or official is receiving medical treatment by anyone other than medical staff.
10. Assist in the repacking and breakdown of medical equipment once the event is completed.

11. Support local fire/police departments in the event of a catastrophic injury or event. If this situation occurs at the finish line location, American Medical Response EMS will take over as the lead medical group.

Medical Command Structure

Below are the reporting lines for duties and responsibilities:

Medical volunteers -> Medical Captains -> Medical Coordinator -> Medical Director

ROLE OF Medical Captains

Persons assigned as a "medical captain" will also be designated with color-coded vests to clearly identify these persons. Medical volunteers will report to the designated Medical Captain. When reporting to a designated area for the first time, the medical volunteer should report to the Medical Captain.

Medical captains have specific communication roles and oversight of his/her designated areas. Medical volunteers are to follow instructions/directions per the designated Medical Captain. If the medical captain and/or medical coordinator is not available, then you should use the reporting chain as above. Medical Captains will have various roles/responsibilities related to function(s) provided in their area of supervision.

MEDIA AND MEDICAL at the 2016 MS Gulf Coast Marathon

1. **No media will be permitted in the medical tent if there are patients receiving treatment.**
2. **The number of media will be limited to no more than two (2) media individuals at any point in time.** Please note that a reporter and photographer are considered two individuals.
3. **The amount of time in the medical tent will be limited for individual media personnel. If other media representatives are waiting to come into the tent. The amount of time will be limited to 10 minutes if any media representatives are waiting and 15 minutes if no media representatives are waiting.**
4. **No media on a "tour" of the medical tent may interview or photograph anyone being treated.** This applies to still photographers, videographers and reporters. Medical personnel and media personnel – with the assistance of security – WILL enforce this policy.
5. **No "LIVE TV" cameras are permitted in the medical tent. This will be strictly enforced. "Live" interviews MUST be conducted outside of the medical tent.**
6. **Videotaped interviews can be done inside the tent at a location designated by the MGC Medical Director or Medical Coordinator.**

7. Any MGC media credential can allow a media representative in the tent under the proposed controlled environment with direct escort by only the Race Director, Medical Coordinator, or Medical Director.
8. **Medical staff will provide a list of approved medical personnel who are appropriate interviewees / spokespeople for the media.** The medical staff will also provide a bio sheet of these individuals, including their professional expertise, as well as their expertise as it relates to the MS Gulf Coast Marathon.
9. MGC media staff will keep a running log of the media in the tent.
10. Under normal conditions, the MGC media staff requests an in-person report from the medical team on the state of medical affairs on race day at 3:00 p.m. in the main press room (specific location or hotel) from the Race Director or designated Medical Team member. A "final" report for the evening is requested for the media at 5:00 p.m. and delivered in the media press room. (Emergency conditions call for different procedures.)

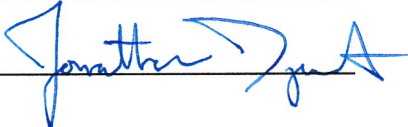
CERTIFICATE OF INSURANCE		PRINT DATE: 11/9/2017			
		CERTIFICATE NUMBER: 20171108568998			
AGENCY:					
ESIX, a division of Integro USA Inc. d/b/a Integro Insurance Brokers 2727 Paces Ferry Road, Building Two, Suite 1500 Atlanta, GA 30339 678-324-3300 (Phone), 678-324-3303 (Fax)		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
NAMED INSURED:		INSURERS AFFORDING COVERAGE:			
USA Track & Field, Inc. Mississippi Gulf Coast Marathon 130 East Washington Street, Suite 800 Indianapolis IN 46204		INSURER A: Philadelphia Indemnity Ins. Co. NAIC #: 18058 INSURER B: Philadelphia Indemnity Ins. Co. NAIC #: 18058			
EVENT INFORMATION:					
2017 Mississippi Gulf Coast Marathon (12/6/2017 - 12/13/2017)					
POLICY/COVERAGE INFORMATION:					
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
A	GENERAL LIABILITY				
	☒ Occurrence	PHPK1721333	11/1/2017 12:01 AM	11/1/2018 12:01 AM	GENERAL AGGREGATE (Applies Per Event) \$3,000,000
	☒ Participant Legal Liability				EACH OCCURRENCE \$1,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.) \$1,000,000
					MEDICAL EXPENSE (Any one person) EXCLUDED
					PERSONAL & ADV INJURY \$1,000,000
					PRODUCTS-COMP/OP AGG \$3,000,000
B	UMBRELLA/EXCESS LIABILITY				
	☒ Occurrence	PHUB602873	11/1/2017 12:01 AM	11/1/2018 12:01 AM	EACH OCCURRENCE \$10,000,000
					AGGREGATE (Applies Per Event) \$10,000,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:					
Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.					
The certificate holder is an additional insured per the following endorsement: Additional Insured - Certificate Holders (Form PI-AM-002)					
The General Liability policy is primary and non-contributory with respect to the negligence of the Named Insureds (Form CG 00 01)					
The General Liability policy contains a blanket Waiver of Subrogation as required by contract per Waiver of Transfer of Rights of Recovery Against Others (Form CG 24 04).					
Excess policy follows form of underlying General Liability.					
CERTIFICATE HOLDER:			NOTICE OF CANCELLATION:		
City of Gulfport PO BOX 1780 Gulfport MS 39502			Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.		
			AUTHORIZED REPRESENTATIVE:		
					

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

FOR AND IN CONSIDERATION OF THE City's approval of its Special Event Application, MISSISSIPPI GULF COAST MARATHON, LLC (hereinafter, "EVENT SPONSOR") and its agents, servants, employees, and representatives agree to fully defend, indemnify, and hold harmless the City and its employees, agents, and officials with respect to and from and against any and all claims, demands, causes of actions, damages, injuries, fees, expenses, penalties, lawsuits, judgments, and orders, including, without limitation, attorneys' fees, which in any way arise out of or relate to any acts of omission or commission of or attributed to EVENT SPONSOR and/or its agents, servants, employees, visitors, invites, guests, and representatives, including, but not limited to, those asserted as negligent, gross negligent, and/or intentional and with respect to any and all claims made against the City of Gulfport that may arise out of or relate in any way to the event outlined in the application submitted for the 2017 GULF COAST MARATHON.

By execution of this HOLD HARMLESS AND INDEMNIFICATION AGREEMENT, the undersigned affirms that he/she is fully and duly authorized to execute the same on behalf of the EVENT SPONSOR.

EVENT SPONSOR: Mississippi Gulf Coast Marathon, LLC

BY: Jonathan Dziuba 

TITLE: Race Director

DATE: 11-9-2017

UNITY FESTIVAL, INC.

October 9, 2017

Dear Honorable Mayor and City Council,

I am asking for permission for the 10th Annual Unity Festival to sell concessions at various booths on 19th Street, 31st Avenue and 20th Street during our festival on March 17, 2018 from 9:00 a.m. until 6:00 p.m. We are also requesting the blocking of 19th, 20th, and 21st Street in conjunction with 30th Avenue at the traffic light to 33rd Avenue.

For more information contact me via email or telephone:

Cassandra Harper Walton (228) 861-0161 or 228-863-0307
unityfestivalinc@gmail.com or hairboutique@att.net

Thanking you in advance for your show of UNITY,

Cassandra Harper Walton

Gulfport Police Department

Memo

To: Mayor Billy Hewes and City Council Members

From: Chief Leonard Papania

Date: November 14, 2017

Re: Resolution

The Police Department has traditionally hired a Paint and Body Mechanic but listed the position under Mechanic II. The position pays \$37,108.57. I am requesting that we rename one of the Mechanic II positions with Paint and Body Mechanic to better reflect this position.

I request your authorization to rename this budgeted position of Mechanic II with Paint and Body Mechanic and take it before City Council for approval.

Any assistance your office may be able to provide with this request will be greatly appreciated.



City of Gulfport, Mississippi
Job Description

Paint and Body Mechanic

(PABM)

Department: 213 - Police
EEO Class: Skilled Workers
Date Revised: 11-8-2017

FLSA Status: Non-Exempt
Date Approved:

Position Overview

The Paint and Body Mechanic is responsible for the skilled metal repair and painted finish of police and fire department vehicles.

The Paint and Body Shop Technician is to maintain and service all paint and body work to all of the City of Gulfport's Police and Fire Department vehicles and equipment. The Paint and Body Shop Technician is responsible for the performance of skilled tasks in the repairing of damaged body parts of vehicles including body line finishing, dent removal, door repair, metal bumper repair, metal work, and touch up finishing.

Essential Job Functions

Essential duties and functions, pursuant to the Americans with Disabilities Act, May include the following. Other related duties may be assigned.

- Follow supervisors' instructions as to which parts to restore or replace and how much time the job should take.
- Sand body areas to be painted and cover bumpers, windows, and trim with masking tape or paper to protect them from the paint.
- Inspect repaired vehicles for proper functioning, completion of work, dimensional accuracy, and overall appearance of paint job, and test drive vehicles to ensure proper alignment and handling.
- Fit and weld replacement parts into place, using wrenches and welding equipment, and grind down welds to smooth them, using power grinders and other tools.
- Prime and paint repaired surfaces, using paint spray guns and motorized sanders
- Remove damaged sections of vehicles using metal-cutting guns, air grinders, oxygen/acetylene cutting torch and wrenches, and install

replacement parts using wrenches or welding equipment.

- Fill small dents that cannot be worked out with plastic or solder.
- File, grind, sand and smooth filled or repaired surfaces, using power tools and hand tools.
- Remove upholstery, accessories, electrical window-and-seat-operating equipment, and trim to gain access to vehicle bodies and fenders.
- Repair or replace electric door window motors, window tracks, door locks or any component pertaining to electric door controls.
- Position dolly blocks against surfaces of dented areas and beat opposite surfaces to remove dents, using hammers.
- Mix polyester resins and hardeners to be used in restoring damaged areas.
- Adjust or align headlights, wheels, and brake systems.
- Cut and tape plastic separating film to outside repair areas to avoid damaging surrounding surfaces during repair procedure, and remove tape and wash surfaces after repairs are complete.
- Remove small pits and dimples in body metal using pick hammers and punches.
- Fit and secure windows, vinyl roofs, and metal trim to vehicle bodies, using caulking guns, adhesive brushes, and mallets.
- Remove damaged panels, and identify the family and properties of the plastic used on a vehicle.
- Replace damaged glass on vehicles.
- Clean work areas, using air hoses, to remove damaged material and discarded fiberglass strips used in repair procedures.
- Apply heat to plastic panels, using hot-air welding guns or immersion in hot water, and press the softened panels back into shape by hand.
- Proficiency using polisher to remove imperfections in surface of vehicle.
- General knowledge in using computers for paint mixtures and amounts.

Knowledge, Skills and Abilities

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

- Considerable knowledge of the occupational hazards and safety precautions of the trade
- Ability to diagnose defects in vehicle and equipment bodies and to repair such defects with reasonable proficiency
- Ability to perform manual labor associated with major body repair work in related vehicles and equipment
- Ability to follow oral and written instructions
- Skill in the use and care of tools, equipment and materials used in the maintenance and body repair of vehicle, trucks, tractors and equipment.

Education and Experience

Graduation from high school or acceptable equivalent, or vocational school. Experience in automotive paint and body repair.

Required Licenses or Certificates

Must possess a valid driver's license.

Physical Demands and Working Conditions

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical requirements include occasional lifting/carrying of 50+ pounds; visual acuity, speech and hearing; hand and eye coordination and manual dexterity necessary to operate equipment. Subject to sitting, standing, reaching, walking, twisting and kneeling to perform the essential functions. Working conditions are both indoors with a moderate to high noise level and a consistent, high stress level.

Memorandum

To: Mayor Billy Hewes and Gulfport City Council

From: Greg Pietrangelo, Director
Department of Urban Development

Date: November 8, 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 21st day of November, 2017.

Please place the attached item on the Council agenda for November 21, 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: November 8, 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: 0711L-01-028.000. Lots 16-18, Blk. 4, Pine Grove Add. awarded to Twin City Lawn Care for \$195.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 1802 61st Avenue. (Nance)
- Parcel 2: 0711K-04-106.000. Lot 8, Blk. 4, Stewart Subd. awarded to Tropical World International, LLC for \$191.25 to board up and secure all openings. Cut and clean grounds and remove all trash and miscellaneous debris from site located at 1414 Stewart Avenue. (Hawthorne Est.)
- Parcel 3: 0711K-04-063.000. Lots 45-46, Blk. 2, Dixie Add. awarded to Tropical World International, LLC for \$175.25 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 1601 Dixie Avenue. (Boose Jr.)
- Parcel 4: 0711J-01-007.000. Lots 13-14, Blk. 4, Virginia Hill Place awarded to Tropical World International, LLC for \$137.70 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 1301 42nd Avenue. (Kontur Est.)
- Parcel 5: 0711G-04-035.000. Lot 7, Blk. 4, Jonestown McCaughans Add. awarded to Twin City Lawn Care for \$840.00 to repair or remove inoperable vehicle(s) from site located at 2011 45th Avenue. (Lewis)
- Parcel 6: 0711G-01-058.000. Lots 18-20 Inc., Blk. 15, Jonestown McCaughans Add. awarded to Tropical World International, LLC for \$129.38 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 1914 44th Avenue. (Jones Est.)
- Parcel 7: 0710O-02-090.000. Lots 1-2, Blk. 16, Gulfport Heights awarded to B & B Construction for \$1800.00 to repair or remove inoperable vehicle(s) from site. Operating a business without a business license at 2950 49th Avenue. (Robertson)
- Parcel 8: 0710I-03-015.000. Lot 14, Blk. 11, Factory Hill awarded to Twin City Lawn Care for \$134.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located on 35th Avenue. (Rockcliff Holdings LP)
- Parcel 9: 0710I-03-016.008. Lots 11-12, Blk. 12, Factory Hill awarded to Twin City Lawn Care for \$196.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located on 35th Avenue. (Hyperion Gulf Coast Ventures LTD)
- Parcel 10: 0710I-03-016.003. Lots 5-6, Blk. 12, Factory Hill 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 35th Avenue. (Hyperion Gulf Coast Ventures LTD)
- Parcel 11: 0710I-03-013.000. Lot 17, Blk. 11, Factory Hill awarded to Twin City

Lawn Care for \$164.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located on 35th Avenue. (Rockcliff Holdings LP)

WARD 2

- Parcel 12: 0711O-04-032.000. Lots E-F, Blk. 5, McCaughans Great Southern Add. awarded to Ladner Lawn and Tractor for \$384.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 4807 Finley Street. (L C Holdings LLC)
- Parcel 13: 0710I-03-014.000. Lot 16, Blk. 11, Factory Hill awarded to Twin City Lawn Care for \$194.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located on 35th Avenue. (Rockcliff Holdings LP)
- Parcel 14: 0811H-02-010.000. Lots 11-12, Blk. 5, East Gulfport awarded to Ladner Lawn and Tractor for \$238.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 1217 3rd Street. (Ryan)
- Parcel 15: 0811A-04-038.000. Lot 8, Blk. 6, Broad Acres awarded to B & B Construction for \$2200.00 to demolish shed. Cut and clean grounds and remove all trash and miscellaneous debris from site located at 2705 Pine Avenue. (Compton)(**Shed Demo**)
- Parcel 16: 0911D-07-006.000. Lots 17-18, Blk. 8, Garys East Side Add. awarded to Twin City Lawn Care for \$238.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 2301 5th Avenue. (Felts)
- Parcel 17: 0811L-04-027.000. Lots 1-2, Blk. 171, Original Gulfport awarded to Twin City Lawn Care for \$240.00 to cut and clean grounds and remove all trash and miscellaneous debris from site. Remove vines from structure at site located at 3209 15th Street. (Bryant)
- Parcel 18: 0811B-03-004.000. Lots 10-12 Inc., Blk. 28, Arlington Heights Add. awarded to Twin City Lawn Care for \$235.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 2405 13th Avenue. (Dunomes)
- Parcel 19: 1011D-01-051.000. Lot 17 & N 10 Ft. of Lot 14, Lakeland Subd. awarded to Ladner Lawn and Tractor for \$184.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 144 East Cedar Drive. (Lide)

WARD 3

- Parcel 20: 0811C-01-001.000. This parcel awarded to Tropical World International, LLC for \$891.25 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 2001 28th Street. (Safe Harbor LLC)
- Parcel 21: 0811B-04-043.000. Lots 27-28, Blk. 32, Arlington Heights Add. awarded to Twin City Lawn Care for \$880.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 2328 17th Avenue. (Sullivan)
- Parcel 22: 0811B-04-038.000. This parcel awarded to Twin City Lawn Care for \$194.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 1700 22nd Street. (Meeks)
- Parcel 23: 0811G-05-012.000. E 1/2 of Lots 11-12, Blk. 5, McAlpin Add. awarded to Twin City Lawn Care for \$194.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 1800 20th Street. (Kirby)
- Parcel 24: 0811G-04-024.000. Lots 7-8, Blk. 21, Soria City awarded to Twin City Lawn Care for \$194.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 1630 20th Street. (State of MS)
- Parcel 25: 0811G-01-004.000. Lot 41, Blk. 20, Soria City awarded to Twin City Lawn Care for \$194.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 1535 21st Street. (State of MS)
- Parcel 26: 0811G-01-055.000. Lots 30-31, Blk. 12, Soria City awarded to Twin City Lawn Care for \$194.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 1513 19th Street. (Tate L/E)
- Parcel 27: 0810D-02-061.000. Lots 22-24 Inc., Blk. 149, North Gulfport awarded to

Twin City Lawn Care for \$374.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located on Indiana Avenue. (Rankin)

Parcel 28: 0810C-04-025.000. Lots 29-32 Inc., Blk. 100, North Gulfport awarded to Twin City Lawn Care for \$3355.00 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 8386 Alabama Avenue. (Wheeler)(**Demo**)

Parcel 29: 0810F-01-029.000. Lots 19-20, Blk. 275, North Gulfport awarded to Twin City Lawn Care for \$196.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at to 1917 MLK Jr. Blvd. (Williams)(State of MS)

Parcel 30: 0810B-02-030.000. Lots 28-32, Blk. 106, North Gulfport Subd. awarded to Twin City Lawn Care for \$284.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 5112 South Carolina Avenue. (Boose Est.)

WARD 4

Parcel 31: 1010E-02-014.002. Lot 2, Money Survey Replat of Lots 1-3, 8-10, Blk. 1 awarded to B & B Construction for \$2200.00 to cease garage sales at location. Remove all trash and debris from site. Remove or relocate furniture at site located at 1110 West Pine Street. (Cuevas)

WARD 7

Parcel 32: 0808L-02-012.000. Lots 37-40, Blk. 25, Gulf & Ship Island Dev. Co. awarded to Ladner Lawn and Tractor for \$384.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 15361 5th Street. (Davis)

Total \$17,309.83

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 **21st** day of **November, 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: | 0711L-01-028.000. Lots 16-18, Blk. 4, Pine Grove Add. awarded to Twin City Lawn Care for \$195.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 1802 61st Avenue. (Nance) |
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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 - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, CPPB

Date: October 31, 2017

Re: Bobcat E-42 Compact Excavators
Department of Public Works – Maintenance Garage
NJPA Contract #042815-CEC

The Department of Public Works is requesting your approval to purchase three (3) E42 T4 Bobcat Compact Excavator's NJPA – National Joint Powers Alliance; a cooperative purchasing program. This new equipment is being purchased to support Public Works Water Operations.

E42 T4 Bobcat Compact Excavator – 24" MX3 XCHG TEETH	2ea	\$45,562.53	\$91,125.06
E42 T4 Bobcat Compact Excavator – 18" MX3XCGH TEETH	1 ea	\$45,397.543	\$45,397.53
TOTAL			\$136,522.59

The Maintenance Manager at Public Works researched pricing up to and including obtaining verbal quotes to ensure reasonable pricing.

Thank you for your consideration.



DEPARTMENT of PUBLIC
WORKS

4050 Hewes Avenue
Gulfport, MS 39507-3903
Phone: 228-868-5740
Fax: 228-214-2238

October 30, 2017

MEMORANDUM

From: Equipment Maintenance Division Manager

To: Connie Debenport, Purchasing Manager

Subj: NJPA Justification for Bobcat E-42 Mini Hoes

Recommend we purchase the three new Bobcat E-42 mini-hoes through the NJPA program for the following reasons:

- 1) Keep commonality with the city's current mini-hoe inventory – Bobcat (saves on inventory stock)
- 2) We purchased three last year through this program.
- 3) The E-42 Bobcat machine weight and width will be within the capability of our trailers.
- 4) Bobcat offers the needed horsepower that we required within this size and weight of the machine.

<u>Bobcat E-42</u>	<u>Case CX 75</u>	<u>John Deere 50G</u>
42.7 hp	54 hp	35.9 hp
9,587 lbs operating weight	16,380 lbs operating weight	12,406 lbs operating weight
68.9" track width	91" track width	79" track width

Thank you.

Richard



Official Purchase Request

UNDER 5K	
OVER 5K	
OVER 50K	X

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

Date: October 25, 2017

Requisition #: _____

Requestor / POC: Richard Thorsten

Suggested Vendor: BOBCAT

Department: 815

Vendor #: _____

Account #'s: 849-630350-00105

POC: Heather Messmer

Phone #: (701) 241-8719

Fax #: (701) 280-7860

Email: heather.messmer@doosan.co

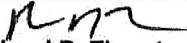
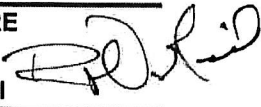
STATE BID / BID GROUP: NJPA Contract # 042815-CEC

Council Approval: _____

LINE	QTY	UOM	ITEM#	DESCRIPTION	UNIT COST	EXTENDED COST
1	2			BOBCAT QUOTE HMM-05608 (see attachment - shipping included)	\$ 45,562.53	\$ 91,125.06
2	1			BOBCAT QUOTE HMM-05609 (see attachment - shipping included)	\$ 45,397.53	\$ 45,397.53
4						
5						
6						
7						
8						
9						
FREIGHT / SHIPPING COST						
TOTAL						\$ 136,522.59

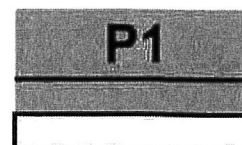
COMMENTS / JUSTIFICATION

One new excavator is to support the new approved add-on sewer crew. The other two units are additional for the water crews daily use.


 Richard D. Thorsten
 REQUESTOR SIGNATURE

 Ryan Merrill
 AUTHORIZED SIGNATURE

10/25/2017
 DATE
 10/25/2017
 DATE

DOC #



PURCHASING WEBSITE LINK



Bobcat

Product Quotation

Quotation Number: HMM-05608

Date: 2017-10-06 09:08:12

Customer Name/Address:	Bobcat Delivering Dealer	ORDERS TO BE PLACED WITH: Contract Holder/Manufacturer
CITY OF GULFPORT G901895 4050 HEWES AVE GULFPORT, MS 39502	Buddy Bobcat of Gulfport, Saucier, MS 19450 HIGHWAY 49 NORTH SAUCIER MS 39574 Phone: 228-832-7575 Fax: 228-832-7595	Clark Equipment Company dba Bobcat Company 250 E Beaton Dr, PO Box 6000 West Fargo, ND 58078 Phone: 701-241-8719 Fax: 701-280-7860 Contact: Heather Messmer Heather.Messmer@doosan.com

Description	Part No	Qty	SLP Price/machine	Total
E42 T4 Bobcat Compact Excavator	M3213	2	\$53,553.00	\$74,974.20
42.7 HP Tier 4	Engine/Hydraulic Monitor with Shutdown			
Auto Idle	Fingertip Auxiliary Hydraulic Control			
Auto-Shift	Fingertip Boom Swing Control			
Auxiliary Hydraulics Selectable Flow with Boom	Horn			
Mounted Flush Face Quick Couplers	Hydraulic Joystick Controls			
Cab Forward Standard Display	Rubber Track			
Canopy	Two-Speed Travel (with Auto-Shift)			
- Includes: Cup Holder, Retractable Seat Belt, Suspension Seat with High Back - Roll Over Protective Structure (ROPS)- Meets Requirements of ISO 12117-2: 2008 - Tip Over Protective Structure (TOPS) - Meets Requirements of ISO 12117: 2000	Vandalism Protection			
Control Console Locks	Warranty: 12 Months, Unlimited Hours			
Control Pattern Selector Valve (ISO/STD)	Work Lights			
Dozer Blade with Float	X-Change (Attachment Mounting System)			
Second Auxillary Hydraulics	M3213-R07-C02	2	\$1,366.00	\$1,912.40
Hydraulic Clamp (Class III)	M3213-R08-C03	2	\$2021.00	\$2,829.40
Travel Motion Alarm	M3213-R11-C02	2	\$285.00	\$399.00
Hydraulic Angle Blade	M3213-R12-C02	2	\$2,561.00	\$3,585.40
Deluxe Panel	M3213-R14-C02	2	\$498.00	\$697.20
Mirror Kit	7173148	2	\$357.88	\$715.76
Beacon Kit	7172554	2	\$261.78	\$523.56
24" MX3 XCHG TEETH	7323530	2	\$1,055.00	\$1,603.60
Description	Part No	Qty	Price Ea.	Total
Additional Manuals	7012303	2	\$375.00	\$750.00
Filter, Oil Engine	7023589	2	\$15.49	\$30.98
Filter - Fuel with Separator	6666375	2	\$52.99	\$105.98
Filter, Air Outer	6666376	2	\$26.99	\$53.98
Filter, Air Inner	6666376	2	\$25.99	\$51.98
Filter, Oil Hyd	6668819	2	\$49.99	\$99.98
Filter, Oil Hyd	6516722	2	\$9.99	\$19.98
Cap, Hydraulic Tank	6692836	2	\$27.78	\$55.56
Belt, Fan	9238925	2	\$14.98	\$29.96
Belt, Compressor AC	7178328	2	\$19.07	\$38.14

Total of Items Quoted
Freight Charges
Dealer Assembly Charges
Quote Total - US dollars

\$88,689.06
\$2,076.00
\$360.00
\$91,125.06

Notes:

\$375 fee for manuals includes (per machine):

(1) Operators Manual

(1) Parts Manuals

(1) Service Manuals

Machine comes with (1) operator's manual per machine.

****Prices per the NJPA Contract #042815-CEC. Effective thru 05-19-2019***

****Customer must be a Coop Member to buy off contract – Log onto www.njpacoop.org if not a member to sign up.***

****Terms Net 30 Days. Credit cards accepted.***

****FOB Origin – Prepay and Add to Quote***

****Delivery: 60 to 90 days from ARO.***

****State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.***

****TID# 38-0425350***

****Orders Must Be Placed with: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, PO Box 6000, West Fargo, ND 58078.***

Prices & Specifications are subject to change. Please call before placing an order. Applies to factory ordered units only.

ORDER ACCEPTED BY:

SIGNATURE

DATED

PRINT NAME AND TITLE

PURCHASE ORDER #

SHIP TO ADDRESS: _____

BILL TO ADDRESS (if different than Ship To): _____





Bobcat

Product Quotation

Quotation Number: HMM-05609

Date: 2017-10-06 09:16:36

Customer Name/Address:

CITY OF GULFPORT G901895
4050 HEWES AVE
GULFPORT, MS 39502

Bobcat Delivering Dealer

Buddy
Bobcat of Gulfport, Saucier, MS
19450 HIGHWAY 49 NORTH
SAUCIER MS 39574
Phone: 228-832-7575
Fax: 228-832-7595

ORDERS TO BE PLACED WITH:
 Contract Holder/Manufacturer

Clark Equipment Company
dba Bobcat Company
250 E Beaton Dr, PO Box 6000
West Fargo, ND 58078
Phone: 701-241-8719
Fax: 701-280-7860
Contact: Heather Messmer
Heather.Messmer@doosan.com

Description

E42 T4 Bobcat Compact Excavator

42.7 HP Tier 4

Auto Idle

Auto-Shift

Auxiliary Hydraulics Selectable Flow with Boom

Mounted Flush Face Quick Couplers

Cab Forward Standard Display

Canopy

- Includes: Cup Holder, Retractable Seat Belt, Suspension Seat with High Back
- Roll Over Protective Structure (ROPS)- Meets Requirements of ISO 12117-2: 2008
- Tip Over Protective Structure (TOPS) - Meets Requirements of ISO 12117: 2000

Control Console Locks

Control Pattern Selector Valve (ISO/STD)

Dozer Blade with Float

Part No

M3213

Qty

1

SLP Price

\$53,553.00

Total

\$37,487.10

Engine/Hydraulic Monitor with Shutdown

Fingertip Auxiliary Hydraulic Control

Fingertip Boom Swing Control

Horn

Hydraulic Joystick Controls

Rubber Track

Two-Speed Travel (with Auto-Shift)

Vandalism Protection

Warranty: 12 Months, Unlimited Hours

Work Lights

X-Change (Attachment Mounting System)

Second Auxillary Hydraulics

Hydraulic Clamp (Class III)

Travel Motion Alarm

Hydraulic Angle Blade

Deluxe Panel

Mirror Kit

Beacon Kit

18" MX3 XCHG TEETH

Description

Additional Manuals

Filter, Oil Engine

Filter - Fuel with Separator

Filter, Air Outer

Filter, Air Inner

Filter, Oil Hyd

Filter, Oil Hyd

Cap, Hydraulic Tank

Belt, Fan

Belt Compressor

M3213-R07-C02

1

\$1,366.00

\$956.20

M3213-R08-C03

1

\$2,021.00

\$1,414.70

M3213-R11-C02

1

\$285.00

\$199.50

M3213-R12-C02

1

\$2,561.00

\$1,792.70

M3213-R14-C02

1

\$498.00

\$348.60

7173148

1

\$357.88

\$357.88

7172554

1

\$261.78

\$261.78

7323842

1

\$980.00

\$744.80

Part No

Qty

Price Ea.

Total

7012303

1

\$375.00

\$375.00

7023589

1

\$15.49

\$15.49

6666375

1

\$52.99

\$52.99

6666735

1

\$26.99

\$26.99

6666736

1

\$25.99

\$25.99

6668819

1

\$49.99

\$49.99

6516722

1

\$9.99

\$9.99

6692836

1

\$27.78

\$27.78

7238925

1

\$14.98

\$14.98

7178328

1

\$19.07

\$19.07

Total of Items Quoted	\$44,181.53
Freight Charges	\$1,036.00
Dealer Assembly Charges	\$180.00
Quote Total - US dollars	\$45,397.53

Notes:

\$375 fee for manuals includes (per machine):

- (1) Operators Manual
- (1) Parts Manuals
- (1) Service Manuals

Machine comes with (1) operator's manual per machine.

***Prices per the NJPA Contract #042815-CEC. Effective thru 05-19-2019**

***Customer must be a Coop Member to buy off contract – Log onto www.njpacoop.org if not a member to sign up.**

***Terms Net 30 Days. Credit cards accepted.**

***FOB Origin – Prepay and Add to Quote**

***Delivery: 60 to 90 days from ARO.**

***State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.**

***TID# 38-0425350**

***Orders Must Be Placed with: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, PO Box 6000, West Fargo, ND 58078.**

Prices & Specifications are subject to change. Please call before placing an order. Applies to factory ordered units only.

ORDER ACCEPTED BY:

SIGNATURE

DATED

PRINT NAME AND TITLE

PURCHASE ORDER #

SHIP TO ADDRESS:_____

BILL TO ADDRESS (if different than Ship To):_____



Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Terri Goad, Procurement Specialist

Date: October 30, 2017

Re: Fuel Dispenser Repairs for Marina
Gulfport Marina

I have reviewed the bids received on the above referenced item and find McKinney Petroleum to be the lowest and best for a total bid amount of \$5,080.00.

I have issued Purchase Order #195725 accordingly and respectfully request you make this a part of the minutes. Please see attached tabulation sheet for your review

Thank you for your consideration.

PO# 195725

Bids Received:10/30/2017

Department of Leisure Services

Fuel Dispenser Repairs for Marina

Item #	Qty.	Automotive & Petroleum		Specialty Services Group		McKinney Petroleum	
		Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price
65-120000 FH CPU BOARD	2.00	\$ 860.25	\$ 1,720.50			\$ 775.00	\$ 1,550.00
120040-FH COMMUNICATIONS BOARD	2.00	\$ 177.60	\$ 355.20			\$ 160.00	\$ 320.00
65-120500-RTL FH DISPLAY (MAIN FACE)	2.00	\$ 760.35	\$ 1,520.70			\$ 685.00	\$ 1,370.00
PODI METER PULSER	2.00	\$ 715.95	\$ 1,431.90			\$ 645.00	\$ 1,290.00
65-110500 CALIBRATION BOARD	2.00		\$ 610.50			\$ 275.00	\$ 550.00
TOTAL:			\$ 5,638.80		\$ 5,872.23		\$5,080.00