



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, March 20, 2018

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 March 6, 2018.

Code Enforcement / Planning / Ordinances

- 2** Code Enforcement Hearing - on resolution to declare that certain properties are in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community and to authorize advertisements for bids and lot clean-ups and/or demolitions.
- 3** Certificate of Resubdivision - requests to divide a parcel into two parcels zoned R-1-10: located north of Riverroad Drive, south of Danbury Cove, east of Ollie Road, and west of and adjacent to Fishermans Trail - Case # 1802PC020 - Ward 6.
- 4** Ordinance - amendments to the Comprehensive Zoning Ordinance, as amended, Section I. Definitions. and Section IV. Supplementary Regulations, (A) Supplementary use regulations, (9) Mobile food vendor - Case # 0702PC021.
- 5** Ordinance - providing for the salary of compensation for certain positions of the city of Gulfport, MS and for related purposes.

Resolutions

- 6 Order - by the Gulfport City Council, pursuant to Miss. Code Ann. §17-21-5(2), (Rev. 2003, as amended), authorizing an exemption from municipal ad valorem taxes, excluding school district taxes, based on the increase in assessed value for qualifying capital improvement investments in qualifying structures in the designated Redevelopment District, south of the CSX Railroad extending from the western city boundary to the eastern city boundary of the newly constructed structure located at 704 Second Street, Gulfport, Mississippi, in the First Judicial District of Harrison County, and identified as parcel number 0911E-01-013.000.
- 7 Resolution - approving award and contract with Samuel B. Day, Inc., for the Gaston Point Roof Replacement Project and authorizing the Mayor to execute the same.
- 8 Resolution - approving award and contract with Gibson Maintenance, LLC, for the Building Repairs and Construction Unit Price Project 2018 and authorizing the Mayor to execute the same.
- 9 Resolution - approving Preliminary Engineering Services Agreement with Brown, Mitchell & Alexander, Inc., for the 20th Avenue Improvements Project and authorizing the Mayor to execute the same.
- 10 Resolution - approving MOU with Gulfport School District for the Healthy Heroes Program and authorizing the Mayor to execute the same.
- 11 Resolution to approve Pre-Development Grant Agreement between City of Gulfport and Mississippi Development Authority for the Hwy 49-18th Street Drainage R-109-202-09-KCR. and establish project budgets.
- 12 Resolution -approving Letter Agreement #1 to the contract with Brown Mitchell & Alexander, Inc., for the Ship Island Ferry Terminal (Pavilion and Pier) Project and authorizing the Mayor to execute the same.
- 13 Resolution - approving Change Order #3 to the contract with Moran Hauling, Inc., for the Coffee Creek Drainage Improvements Project and authorizing the Mayor to execute the same.
- 14 Resolution - declaring real property to be surplus and approving Lease Agreement with Mississippi Aquarium, a non-profit civic organization (4015 Searle Avenue) and authorizing the Mayor to execute the same.
- 15 Resolution - declaring real property to be surplus and approving Lease Agreement with Mississippi Aquarium, a non-profit civic organization (135 Courthouse Road) and authorizing the Mayor to execute the same.

- 16 Resolution - authorizing enrollment in Apple Inc.'s Developer Program to facilitate the distribution of the city's smartphone app and authorizing the Mayor (or designee) to execute the same.

- 17 Resolution - authorizing an expenditure to Mental Health Association of South Mississippi for the purpose of supporting community service programs and for related purposes.

- 18 Resolution - authorizing an expenditure to Disability Connection for the purpose of supporting community service programs and for related purposes.

- 19 Resolution - authorizing an expenditure to CASA of Harrison County for the purpose of supporting community service programs and for related purposes.

- 20 Resolution - authorizing an expenditure to Gulf Coast Center for Nonviolence, Inc., for the purpose of supporting community service programs and for related purposes.

- 21 Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport at the Gulf Coast Symphony Orchestra, Inc., and the Barbeque Under The Oaks and for related purposes.

- 22 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.

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

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

Budget Amendments / Docket of Claims

- 25 Budget Amendment #23 - to increase Federal Forfeiture Funds Budget for receipt of funds in the amount of \$345,346.89, for use by the Police Department.

- 26 Budget Amendment #24 - to increase paving project funds received from Harrison County.

- 27 Budget Amendment #25 - to budget forfeiture funds received from Coastal Narcotics Enforcement Team (CNET).

- 28** Docket of Claims - to be approved through March 21, 2018.

Routine Agenda

- 29** Resolution - awarding bids for lot clean-ups and/or demolitions.
- 30** Check Register - from Associated Adjusters for workers' compensation and general liability claims for the month of February 2018 - to be made a part of the minutes.
- 31** Year-To-Date Budget Report - for the month of February 2018 - to be made a part of the minutes.
- 32** Public Records Request - for the month of February 2018 - to be made a part of the minutes.
- 33** Bi-weekly payroll reports - for the month of February 2018 - to be made a part of the minutes.
- 34** Privilege License Report - issued during the months of January and February 2018 - to be made a part of the minutes.
- 35** Conveyance Deed - regarding a plot name change at Evergreen Gardens Cemetery.
- 36** Letter - regarding bid awarded by Purchasing for lift station pump - Sewer Department - to be made a part of the minutes.
- 37** Legal Notice - Bid Solicitation for the Sale of Surplus Municipal Property.

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

- **Jerry Sue Woodcock Hargrove**

Executive Session

Setting of Next Meeting and Adjournment



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
City Council

Date: 03/13/2018

Subject: Approval of minutes - for March 6, 2018.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Nellie Henry, Urban Development Clerk
Code Enforcement

Date: 03/09/2018

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

Recommendation:

Memorandum

To: Mayor Billy Hewes and Gulfport City Council

From: Greg Pietrangelo, Director
Department of Urban Development

Date: March 9, 2018

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 20th day of March, 2018.

Please place the attached item on the Council agenda for
March 20, 2018.

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 _____

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 20th day of March, 2018, 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:

- | | |
|-----------|--|
| Parcel 1: | 0711K-03-039.000. Lots 35-37 Inc. & Lots 100-102 Inc., Blk. 1, Dixie Add. - 1130 Beach Avenue. Repair or remove inoperable vehicle(s). (Sandifer) |
| Parcel 2: | 0811E-04-031.000. Lots 16-17, Blk. 89, Original Gulfport - 2108 32nd Avenue. Obtain permit to remove tree. (Thomas) |
| Parcel 3: | 0711H-03-015.000. Lots 16-17, Blk. 9, Gulf Gardens – 1609 Fern Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (State of MS) |
| Parcel 4: | 0811G-04-032.000. S 1/2 of Lot 33 & E 20.41 Ft. of S S 1/2 of Lot 34, Blk. 14, Soria City – 20th Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (State of MS) |
| Parcel 5: | 0811G-04-027.001. N 1/2 of Lots 1-2, Blk. 21, Soria City - 1640 20th Street. Repair or remove inoperable vehicle(s). Demolish all structure(s) on property to include the removal of steps, slabs, driveways and sidewalks from site. (Harris)(Demo) |
| Parcel 6: | 0910M-03-006.000. Lots 7-9, Blk. 17, Myrtle Resurvey – 2917 Gulf Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Brescher) |
| Parcel 7: | 1010B-02-004.012. Lot 13, Glendale Place Subd. – 1258 Glendale Place. Remove/relocate utility trailer. Fix boat and Jet Ski trailers. (Smallwood) |
| Parcel 8: | 0908M-01-017.146. Lot 356, Forest North Subd. Ph 8 – 11093 Vixen |

Loop. Repair, maintenance or remove fence. (Louis)

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 _____, 2018.

(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 _____, 2018.

APPROVED:

MAYOR

Memorandum - City of Gulfport

Department of Urban Development

Date: March 9, 2018

To: Mayor Billy Hewes
City Council Members

From: Code Enforcement

RE: Resolutions declaring property in a state of uncleanness to be a menace to the public health and safety of the community and authorizing lot clean-up and/or demolitions and for approval to advertise for bids to be presented on the 20th day of March, 2018, to the City Council:

WARD 1

- Parcel 1: 0711K-03-039.000. Lots 35-37 Inc. & Lots 100-102 Inc., Blk. 1, Dixie Add. - 1130 Beach Avenue. Repair or remove inoperable vehicle(s). (Sandifer)
- Parcel 2: 0811E-04-031.000. Lots 16-17, Blk. 89, Original Gulfport - 2108 32nd Avenue. Obtain permit to remove tree. (Thomas)

WARD 2

- Parcel 3: 0711H-03-015.000. Lots 16-17, Blk. 9, Gulf Gardens – 1609 Fern Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (State of MS)

WARD 3

- Parcel 4: 0811G-04-032.000. S 1/2 of Lot 33 & E 20.41 Ft. of S S 1/2 of Lot 34, Blk. 14, Soria City – 20th Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (State of MS)
- Parcel 5: 0811G-04-027.001. N 1/2 of Lots 1-2, Blk. 21, Soria City - 1640 20th Street. Repair or remove inoperable vehicle(s). Demolish all structure(s) on property to include the removal of steps, slabs, driveways and sidewalks from site. (Harris)(**Demo**)
- Parcel 6: 0910M-03-006.000. Lots 7-9, Blk. 17, Myrtle Resurvey – 2917 Gulf Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Brescher)

WARD 4

- Parcel 7: 1010B-02-004.012. Lot 13, Glendale Place Subd. – 1258 Glendale Place. Remove/relocate utility trailer. Fix boat and Jet Ski trailers. (Smallwood)

WARD 5

- Parcel 8: 0908M-01-017.146. Lot 356, Forest North Subd. Ph 8 – 11093 Vixen Loop. Repair, maintenance or remove fence. (Louis)

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: March 9, 2018

Re: Resubdivision 1802PC020:

Richard Rose, property owner, requests to divide the tax parcel 1008G-02-060.000 containing 23,794 square feet into two parcels zoned R-1-10 (Single-family): located north of Riverroad Drive, south of Danbury Cove, east of Ollie Road, and west of and adjacent to Fishermans Trail, in Ward 6.

Planning Commission recommendation: To Approve

Motion: Mr. Anthony

Second: Mr. Jones

KEITH WILLIAMS – **Chairman - Absent**

HAROLD SPANN – **Yea**

COLETTE TOWLES – **Absent**

VIRGINIA ADOLPH – **Acting Chair**

CHARLIE HEWES – **Yea**

EVERETTE LADNER – **Yea**

BJ SELLERS – **Absent**

WM. PRINCE JONES – **Yea**

DOUG HANCOCK – **Yea**

JOHN ANTHONY – **Yea**

Action: Motion was carried unanimously.

Speaking for the Petition: Richard Rose

Speaking against the Petition: None

On February 22, 2018 the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for March 20, 2018.

Technical Report

Resubdivision

GENERAL INFORMATION

Case File Number: 1802PC020

Hearing Date: February 22, 2018

Current Zoning/Use: R-1-10 / Multiple Single Family Homes

Legal: Richard Rose, property owner, requests to divide the tax parcel 1008G-02-060.000 containing 23,794 square feet into two parcels zoned R-1-10 (Single-family): located north of River Road Drive, south of Danbury Cove, east of Ollie Road, and west of and adjacent to Fishermans Trail, in Ward 6.

TECHNICAL DETAILS

The applicant request to divide parcel containing 23,794 square feet into two parcels; Parcel "A" to contain 7,510.9 square feet and Parcel "B" to contain 15,944 square feet. The existing parcel has multiple single family homes on the property which goes against the city ordinance, thus, the parcel is deemed non-conforming. By dividing the existing parcel, this will eliminate the nonconformity for each house will be located on its own newly created parcel.

Further, each newly created parcel will meet all required side and rear setbacks with the exception of the front yard setback. The front yard setback of the existing structure for parcel "A" is 22.9' where 25 feet is required. However, by the structure being pre-existing, the front setback shall remain non-conforming. The applicant also meets the required lot coverage, and lot widths as well as having direct access to a dedicated public street of at least 35 feet. Each parcel has available water and sewer. The applicant has submitted an affidavit stating that there are no restrictive covenants prohibiting the resubdivision.

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.

DEPARTMENTAL CONDITIONS

Technical Report

Resubdivision

Engineering: No conditions. Memo dated 2/12/18.

Public Works: No conditions. Memo dated 2/12/18.

Traffic and Safety: No conditions. Memo dated 2/12/18.

Building Code Services: No conditions. Memo dated 2/02/18

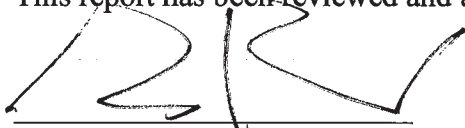
GIS: No conditions. Memo dated 2/08/18.

Police Department: No comments as of 2/13/18.

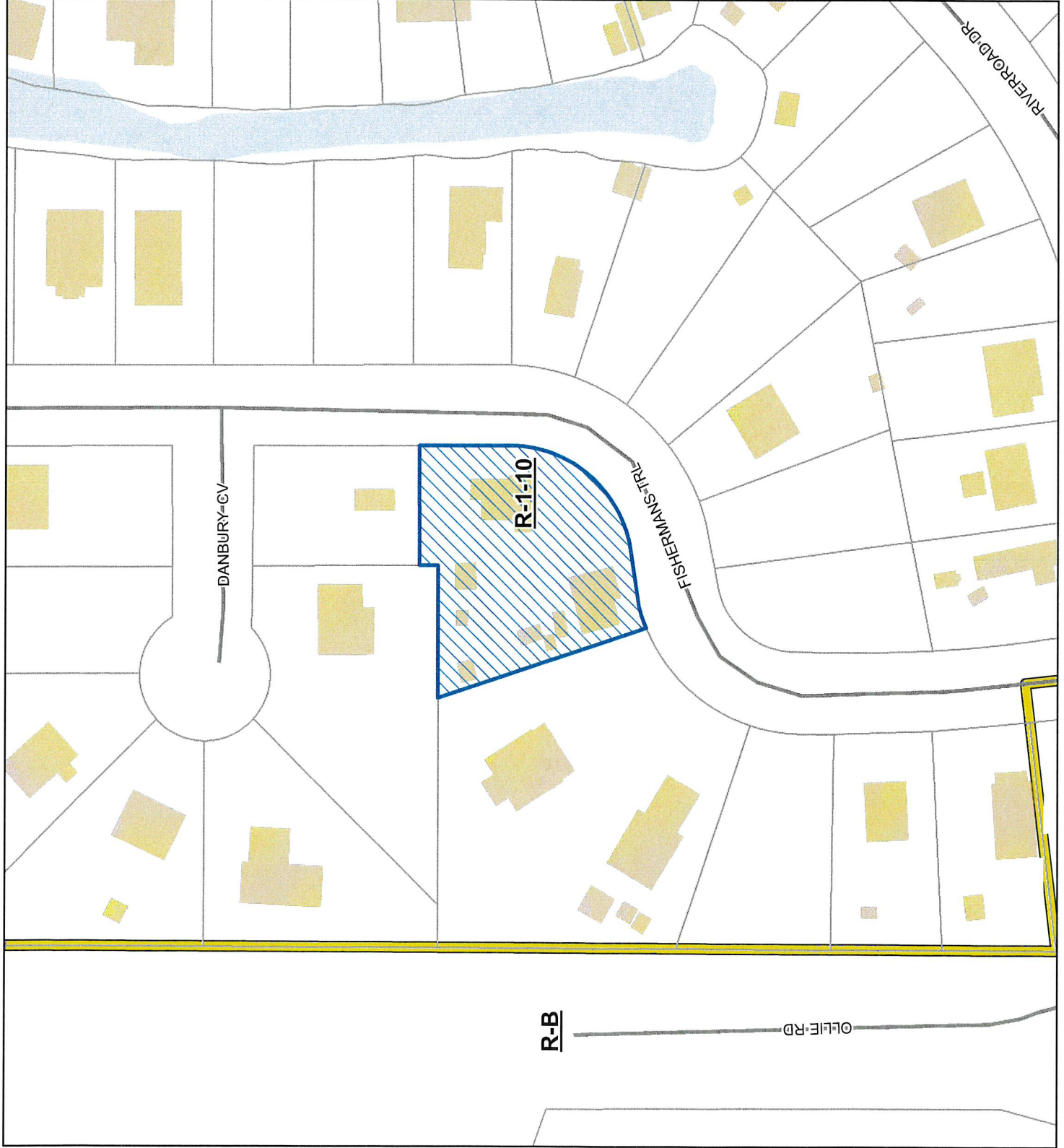
Fire Department: No comments as of 2/13/18.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department

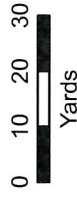


Legend

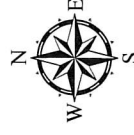
-  Site
-  Street
-  Parcels
-  Buildings
-  Zoning
-  Water Features

Site Information

1008G-02-060.000
Zoning: R-1-10 (Single family district)
Size: 23,794 square feet
Flood: AE



1 inch = 104 feet



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

\$185.00



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

For Staff Use Only

Case File #: 1002PC020

Date Received: 12-22-17

Receipt #: _____

Received By: SIB

Zoning: _____

Ward: _____ Flood: _____

Size: _____

(If necessary, use separate sheet of paper)

TAX PARCEL # 10086-02-060.000

Address of Property Involved: 12217 FISHERMANS TRAIL

Lot(s) 113, Block(s) _____, Subdivision Retreat Village

General Location: FROM LORRAINE RD TAKE OFF RD TO FISHERMANS TRAIL

GENERAL DESCRIPTION OF REQUEST:

Divide 23,455 sq ft (1 parcel) into (2) two parcels.

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

RICHARD ROSE

Printed Name Of Owner

12238 ROSE POINT

Mailing Address

GPT MS 39503

City State Zip code

228-297-1911

Home Phone Work/Cell Phone

ROSEPOINT@ATT.NET

Email

Signature Of Owner

AGENT

Printed Name Of Agent

Mailing Address

City State Zip code

Home Phone Work/Cell Phone

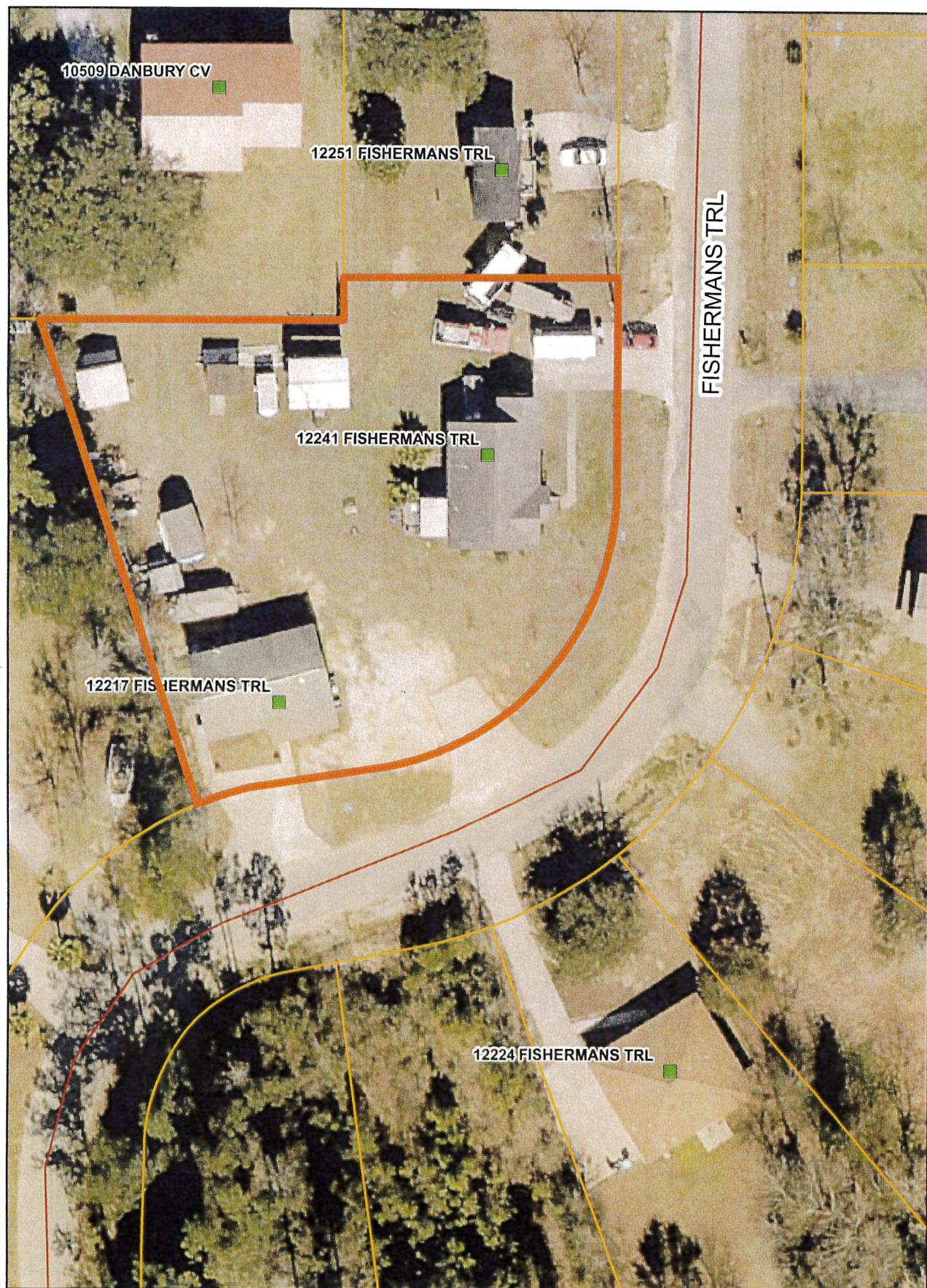
Email

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.



12/21/17

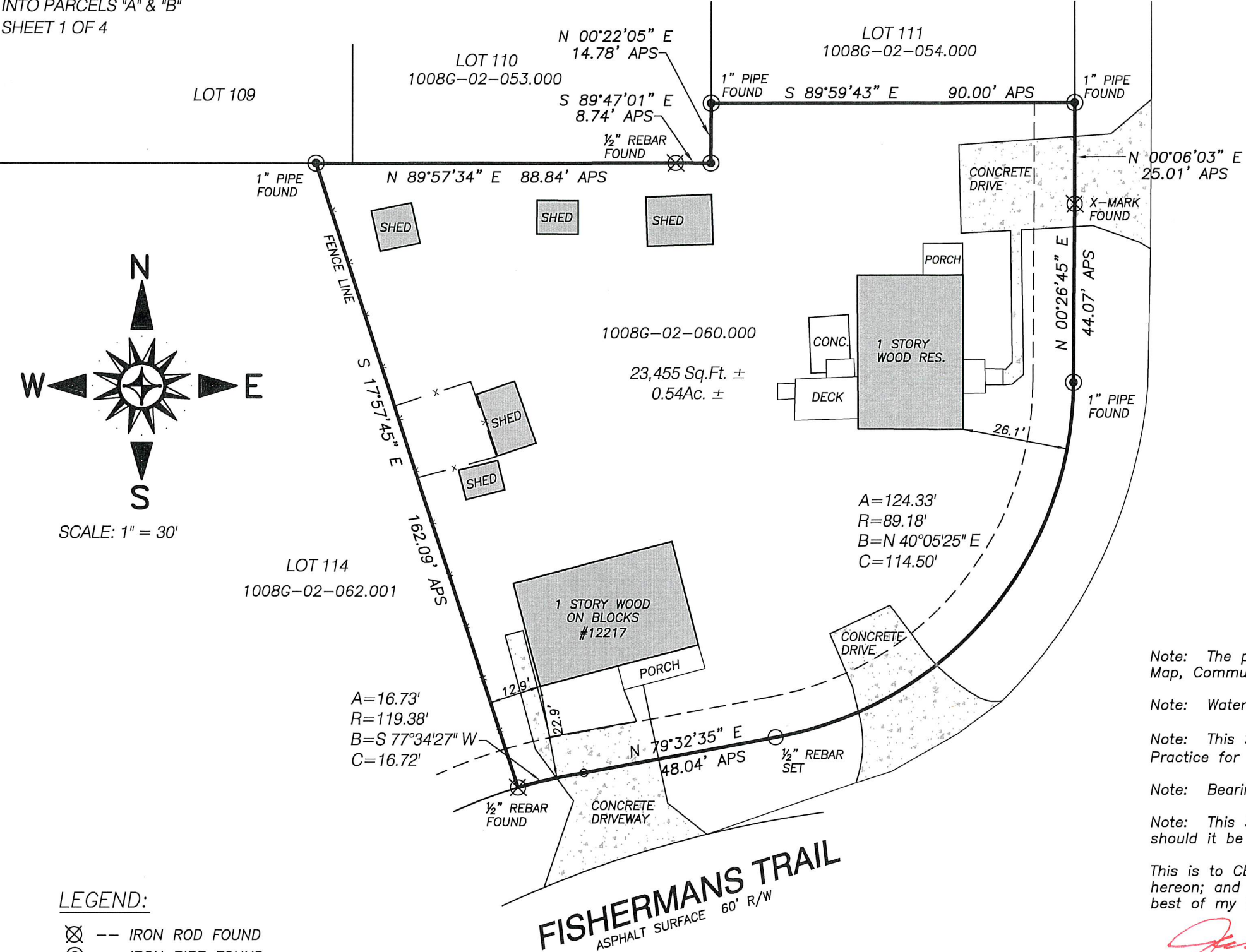
I, ~~Richard Rose~~, declare that there are no
concerns that prohibit the restoration of TRAFALC
10086 - 02-060.000.

Richard Rose



Sworn to and subscribed to me this
21st day of December
Notary:

RESUBDIVISION OF PARCEL 1008G-02-060.000
INTO PARCELS "A" & "B"
SHEET 1 OF 4



SURVEY DESCRIPTION: Tax Parcel # 1008G-02-060.000
A survey of Lots 112, 113 and Lot D, Retreat Village Subdivision, City of Gulfport, First Judicial District of Harrison County, Mississippi. (Subdivision Plat Book 27 at Page 12-A)

Note: The property is located in Zone AE (EL 17) of the Flood Insurance Rate Map, Community Panel No. 28047C0260G, effective date June 6, 2009.

Note: Water and sewer are provided to the site by the City of Gulfport.

Note: This Survey "Class B" was made in accordance with the "Standards of Practice for Surveying in the State of Mississippi, August 1, 2015".

Note: Bearings are based on subdivision plat of Retreat Village Subdivision.

Note: This Survey does not reflect a title search by Seymour Engineering, nor should it be considered as such.

This is to CERTIFY that I have surveyed the property described and delineated hereon; and that the measurements and other data indicated are correct to the best of my knowledge and belief.

James C. Booth, Jr., P.L.S. #2666
December 11, 2017
January 23, 2018 (House added)

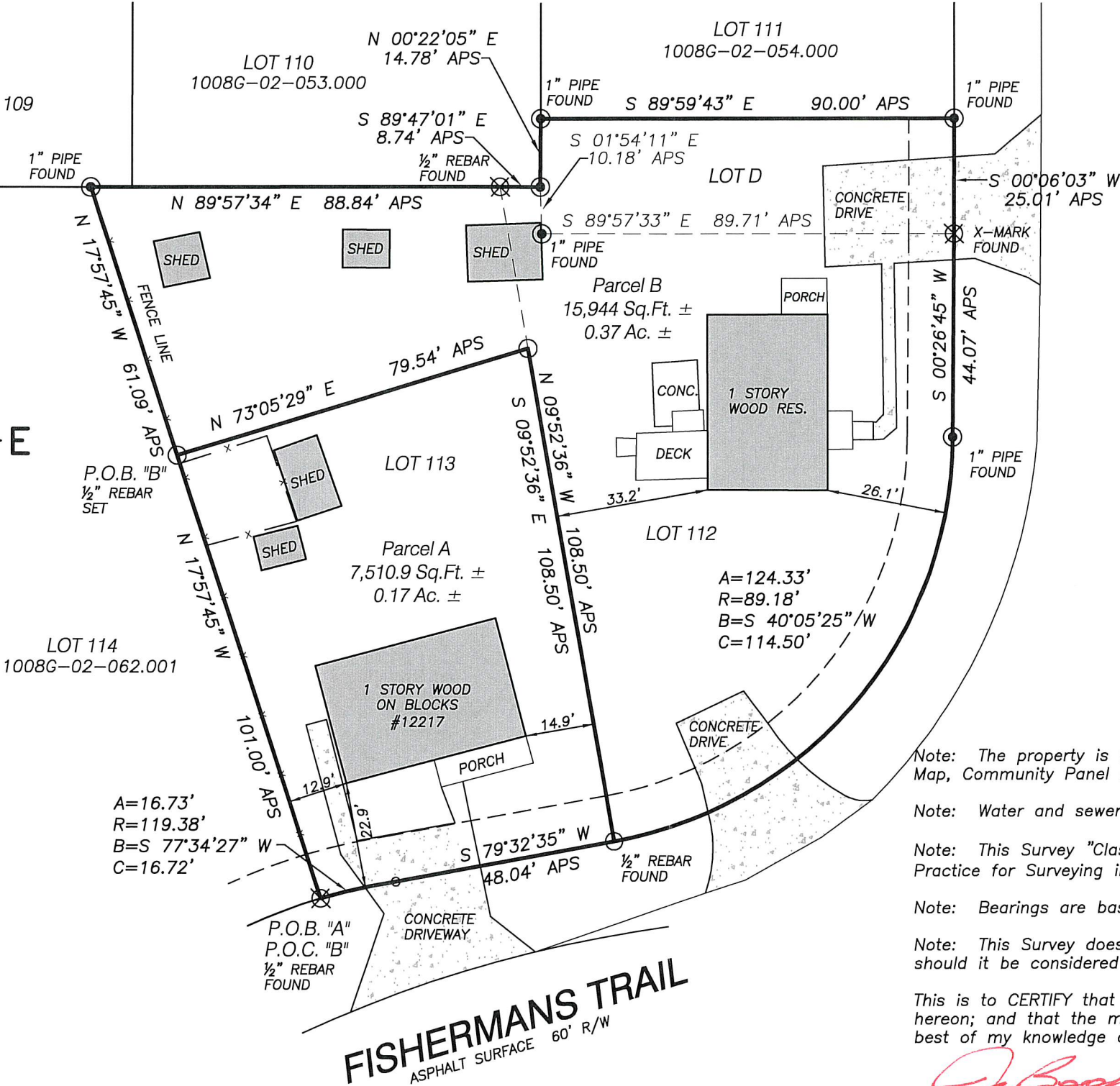
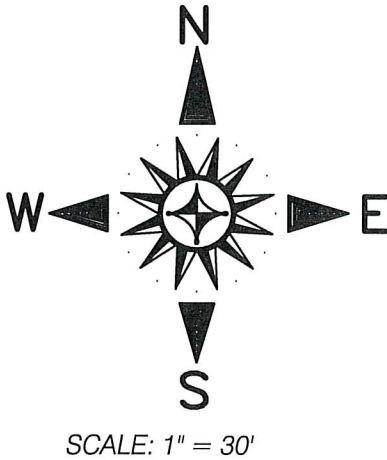
SEYMOUR ENGINEERING

925 TOMMY MUNRO DRIVE, SUITE G
BILOXI, MISSISSIPPI 39532

PHONE: (228) 385-2350
FAX: (228) 385-2353



S17-10-061



Note: The property is located in Zone AE (EL 17) of the Flood Insurance Rate Map, Community Panel No. 28047C0260G, effective date June 6, 2009.

Note: Water and sewer are provided to the site by the City of Gulfport.

Note: This Survey "Class B" was made in accordance with the "Standards of Practice for Surveying in the State of Mississippi, August 1, 2015".

Note: Bearings are based on subdivision plat of Retreat Village Subdivision.

Note: This Survey does not reflect a title search by Seymour Engineering, nor should it be considered as such.

This is to CERTIFY that I have surveyed the property described and delineated hereon; and that the measurements and other data indicated are correct to the best of my knowledge and belief.

James C. Booth, Jr., P.L.S. #2666
December 11, 2017
January 23, 2018 (House added)

SEYMOUR ENGINEERING

925 TOMMY MUNRO DRIVE, SUITE G
BILOXI, MISSISSIPPI 39532

PHONE: (228) 385-2350
FAX: (228) 385-2353



S17-10-061

In accordance with Section 9-48 of the Code of Ordinances (Subdivision Regulations) of the City of Gulfport as amended, it is hereby certified that the Gulfport City Planning Commission have reviewed and approved this Final Plat for the Resubdivision of Parcel 1008G-02-060.000 in Retreat Village Subdivision in Section 5, Township 7 South, Range 10 West into new configurations. The subject property is generally described as being north of and west of Fishermans Trail. The ad valorem tax parcel number of the subject property is 1008G-02-060.000 (Deed Instrument 2009-003837-D-J1). The Case File Number is 1802 PC 020

DEED DESCRIPTION: PARCEL 1008G-02-060.000 (PRIOR TO RECONFIGURATION)

A survey of Lots 112, 113 and Lot D, Retreat Village Subdivision, City of Gulfport, First Judicial District of Harrison County, Mississippi. (Subdivision Plat Book 27 at Page 12-A) Containing 23,455 square feet, more or less.

SURVEY DESCRIPTION: PARCEL "A" (CREATED BY RECONFIGURATION)

A parcel of land situated and being located in a part of Lot 113, Retreat Village Subdivision, City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Beginning at a ½" rebar found at the southwest corner of said Lot 113; thence N 17°57'45" W 101.00 feet to a ½" rebar set; thence N 73°05'29" E 79.54 feet to a ½" rebar set; thence S 09°52'36" E 108.50 feet to a ½" rebar found at the southeast corner of said Lot 113; thence S 79°32'35" W 48.04 feet along the south line of said Lot 113 to a point; thence 16.73 feet along a curve to the left having a radius of 119.38 feet and also having a chord bearing and distance of S 77°34'27" W 16.72 feet to the Point of Beginning. Said parcel of land contains 7,510.9 square feet, more or less.

SURVEY DESCRIPTION: PARCEL "B" (CREATED BY RECONFIGURATION)

A parcel of land situated and being located in a part of Lot 113, and all of Lot 112 and Lot "D" of Retreat Village Subdivision, City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at a ½" rebar found at the southwest corner of said Lot 113; thence N 17°57'45" W 101.00 feet to a ½" rebar set and being the Point of Beginning; thence continue N 17°57'45" W 61.09 feet to a 1" pipe found; thence N 89°57'34" E 88.84 feet to a ½" rebar found; thence S 89°47'01" E 8.74 feet to a 1" pipe found; thence N 00°22'05" E 14.78 feet to a 1" pipe found; thence S 89°59'43" E 90.00 feet to a 1" pipe found at the northeast corner of said Lot "D"; thence S 00°06'03" W 25.01 feet to an x-mark found at the northeast corner of said Lot 112; thence S 00°26'45" W 44.07 feet to a 1" pipe found; thence 124.33 feet along a curve to the right having a radius of 89.18 feet and also having a chord bearing and distance of S 40°05'25" W 114.50 feet to a ½" rebar found; thence N 09°52'36" W 108.50 feet to a ½" rebar set; thence S 73°05'29" W 79.54 feet to the Point of Beginning. Said parcel of land contains 15,944 square feet, more or less.

The applicant hereby covenants and agrees to indemnify and hold harmless the City of Gulfport, its agents, servants, and or employees against any 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 herein described:

Ratified and Approved by:

[Signature]
Signature of Owner

Richard Rose
Print Name

This 21 day of Dec 2017.

[Signature]
Signature of Owner

[Signature]
Print Name

This _____ day of _____ 2017.

[Signature]
Signature of Owner

[Signature]
Print Name

This _____ day of _____ 2017.

ACKNOWLEDGE

Before me, the undersigned, authorized in and for the State of Mississippi, County of Harrison, personally appeared the forenamed Richard Rose who acknowledged that he/she accepted this plat and executed the foregoing certificate and dedication for the purpose therein set forth.

NOTARY PUBLIC

My Commission Expires



12-21-17

PLANNING COMMISSION

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

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 _____, 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.

MAYOR

SHEET 4 OF 4

SEYMOUR ENGINEERING

925 TOMMY MUNRO DRIVE, SUITE G
BILOXI, MISSISSIPPI 39532

PHONE: (228) 385-2350
FAX: (228) 385-2353

SE

S17-10-061



URBAN DEVELOPMENT
PLANNING DIVISION

February 1, 2018

Richard Rose
12238 Rose Point
Gulfport, MS 39503

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 1802PC020: Richard Rose, property owner, requests to divide the tax parcel 1008G-02-060.000 containing 23,794 square feet into two parcels zoned R-1-10 (Single-family): located north of Riverroad Drive, south of Danbury Cove, east of Ollie Road, and west of and adjacent to Fishermans Trail, in Ward 6.

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, February 22, 2018** 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,
City of Gulfport Planning Division

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

NEW_PARCEL (020)	NAME	ADDRESS_1	CITY	STATE	ZIP
1008G-02-060.000	ROSE RICHARD	12217 FISHERMAN TRAIL	GULFPORT	MS	39503
	Adjacent Property Owners				
1008G-02-056.000	FURY CORY	12262 FISHERMAN'S TRAIL	GULFPORT	MS	39503
1008G-02-049.003	MCCLELLAN RYAN S	10513 DANBERRY COVE	GULFPORT	MS	39503
1008G-02-058.001	MOODY CHESTER S & LINDA F	12236 FISHERMAN'S TRAIL	GULFPORT	MS	39503
1008G-02-054.000	ROSE RICHARD	12238 ROSE POINT	GULFPORT	MS	39503
1008G-02-066.000	BUCKLEY JOSEPHINE	2086 CAMP WILKES RD	BILOXI	MS	39532
1008G-02-057.000	BRAINARD MICHAEL K & CORY F	12262 FISHERMAN'S TRAIL	GULFPORT	MS	39503
1008G-02-063.000	BLOOM DENESE	10503 RIVERROAD DR	GULFPORT	MS	39503
1008G-02-065.000	VETERS FREDERICK W ET AL	4708 CARTHAGE ST	METAIRIE	LA	70002
1008G-02-058.000	BRAINARD MICHAEL K & CORY F	12262 FISHERMAN'S TRAIL	GULFPORT	MS	39503
1008G-02-064.000	TROCHESSET PAUL R & PHYLLIS H	12224 FISHERMAN'S TRAIL	GULFPORT	MS	39503
1008G-02-067.000	HAY JOHN C & CARRIE A	12209 FISHERMAN TRAILS	GULFPORT	MS	39503
1008G-02-062.001	HAY JOHN C & CARRIE A	12209 FISHERMAN'S TRAIL	GULFPORT	MS	39503
1008G-02-053.000	KEENEY DAVE & SHARON	10509 DANBURY COVE	GULFPORT	MS	39503

Proof of Publication

STATE OF MISSISSIPPI

COUNTY OF HARRISON

LEGAL NOTICE
PUBLIC HEARING
In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi, at 4:30 P.M., Thursday, February 22, 2018 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue. Resubdivision 1802PC020: Richard Rose, property owner, requests to divide the tax parcel 1008G-02-060.000 containing 23,794 square feet into two parcels zoned R-1-10 (Single-family): located north of Riverroad Drive, south of Danbury Cove, east of Olle Road, and west of and adjacent to Fishermans Trail, in Ward 6. Zoning Text Amendment 1702PC021: The City of Gulfport requests amendments to the Comprehensive Zoning Ordinance, as amended, Section I. Definitions, and Section IV. Supplementary Regulations, (A) Supplementary use regulations, (9) Mobile food vendor. Zoning Map Amendment 1802PC022: Robert Heinrich of Heinrich & Associates LLC, agent for Harrison County School District, property owner, requests to rezone the tax parcel 0809D-03-009.000 containing approx. 2.70 acres from R-1-15 (Single-family) and B-4 (Highway Business) to entirely B-4: located north of Landon Road, south of Anastasia Boulevard, east of 34th Avenue, and west of and adjacent to Coleman Road, in Ward 7. Planning Commission Approval 1802PC023: David Mason, agent for Carolyn, Chad, and Ivan L. Nichols, property owners, request the use of an automotive laundry and repair shop at 711 Pass Road on the tax parcel 0910M-02-005.000 zoned B-2 (General Business): located north of Mississippi Street, south of and adjacent to Pass Road, east of Gulf Avenue, and west of Chicago Avenue, in Ward 3. This the 31st day of January 2018
Keith Williams, Chairman
City of Gulfport Planning Commission
ADV7
1597739

Before me, the undersigned Notary of Harrison County, Mississippi personally appeared Crista Brackett who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a newspaper published in the city of Gulfport, in Harrison County, Mississippi, and the publication of the notice, a copy of which is hereto attached, has been made in said paper 1 times in the following numbers and on the following dates of such paper, viz:

Vol. 134 No., 127 dated 7 day of Feb, 20 18

Vol. _____ No., _____ dated _____ day of _____, 20 _____

Vol. _____ No., _____ dated _____ day of _____, 20 _____

Vol. _____ No., _____ dated _____ day of _____, 20 _____

Vol. _____ No., _____ dated _____ day of _____, 20 _____

Vol. _____ No., _____ dated _____ day of _____, 20 _____

Vol. _____ No., _____ dated _____ day of _____, 20 _____

Affiant further states on oath that said newspaper has been established and published continuously in said county for a period of more than twelve months next prior to the first publication of said notice.

Crista Brackett

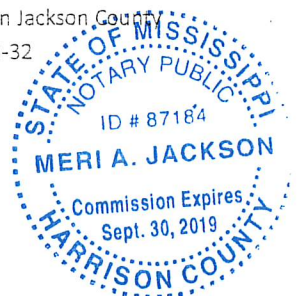
Clerk

Sworn to and subscribed before me this 7 day of Feb, A.D., 20 18

Meri A. Jackson

Notary Public

*The Sun Herald has been deemed eligible for publishing legal notices in Jackson County to meet the requirements of Miss. Code 1972 Section 13-3-31 and 13-3-32



1. CITY OF GULFPORT PLANNING COMMISSION

2

3 1802PC020

4

5 TRANSCRIPT OF HEARING

6 February 22, 2018

7 *****

8 TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT

9 PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,

10 GULFPORT, MISSISSIPPI, ON THE 22ND DAY OF FEBRUARY 2018

11 COMMENCING AT 4:30 P.M. AND REPORTED BY

12 NORMA JEAN LADNER SOROE, CERTIFIED SHORTHAND REPORTER.

13 *****

14

COMMISSION MEMBERS PRESENT:

15

VIRGINIA ADOLPH, Acting President

16

WILLIAM "PRINCE" JONES

EVERETT "LAD" LADNER

17

CHARLIE HEWES

JOHN ANTHONY

18

HAROLD SPANN

DOUG HANCOCK

19

20 STAFF PRESENT:

21

GREG HOLMES

CORY LONG

22

MATILDA WELCH

23

24

N.J. SOROE, CSR #1297
(228) 467-2199

1. 1. Resubdivision 1802PC020

2. MS. WELCH: Resubdivision Case Number 020 has

3. been duly and timely noticed as required by law. The

4. applicant requests to divide the tax parcel containing

5. 23,794 square feet into two parcels zoned R-1-10 single

6. family located north of Riverroad Drive, south of Danbury

7. Cove, east of Ollie Road, and west of and adjacent to

8. Fishermans Trail, in Ward 6. A copy of the packet

9. considered is hereby offered into the record.

10. MS. ADOLPH: Thank you.

11. Anyone here to speak for this request?

12. Anyone to speak for this request? Mr. Rose?

13. MR. ROSE: I didn't fill out a form.

14. MS. ADOLPH: You can come on. We'll make

15. sure you get one. We're really formal around here. Just

16. come on.

17. MR. ROSE: I don't know how much information

18. that you all have. I'm sorry.

19. MS. ADOLPH: First, would you have a seat,

20. identify yourself, give us your name and your address.

21. MR. ROSE: I should know the routine after

22. all these years.

23. MS. ADOLPH: You know the routine. I'm

24. telling you.

25. MR. ROSE: I am Richard Rose, 12238 Rose

N.J. SOROE, CSR #1297
(228) 467-2199

1. Point, Gulfport, Mississippi 39503 just a couple of blocks
2. from this location.
3. As you can see, there's two houses that I had
4. built out there since Katrina. There were two lots.
5. Actually, well, there have been two lots out there for
6. decades since the place was platted. But after Katrina,
MDA
7. came out with this grant loan deal after Katrina. So, you
8. know, I took advantage of that like thousands of other
9. people on the coast.
10. And so I built two houses there. But in
11. order to build the two houses, I had to combine the two
lots
12. into one parcel. Well, I didn't know that I was going to
13. have to come back and split all this stuff up. That was,
14. you know, my ignorance at the time.
15. So what I'm doing is taking those two lots
16. which still exist but a little different, as you can tell,
17. but to split them into two lots again. So instead of
having
18. one parcel, divide it into two parcels. Maybe that's what
I
19. should say.
20. And that's kind of it.
21. MS. ADOLPH: That's it. If there's any
22. questions questions from commissioners?
23. MR. ANTHONY: Yes. In the proposed division

24. that's going on, I know we don't have one up there showing
25. the lines, I see multiple other buildings.

N.J. SOROE, CSR #1297
(228) 467-2199

1. MR. ROSE: Those are little sheds that I had
2. put up there. And the boats -- that was to -- I had moved
3. to Washington, D.C., and worked for a few years, came back
4. in summer of '16, and those are all gone now. I sold the
5. boat and took the other stuff to my house right down the
6. street. But that's where I stored it because I live in a
7. floodway, and so in a floodway, being gone, I can't afford
8. to lose anything that I did during Katrina.

9. MR. ANTHONY: Those buildings aren't
10. permanent buildings?

11. MR. ROSE: Those are sheds. Well, I mean,
12. they were permanent back a long time ago, but those are
13. sheds is all they are.

14. Nobody lives in them. It's got nothing but
15. my junk in there, I will say that.

16. MS. ADOLPH: You got to have stuff.

17. MR. ROSE: Got to have my stuff. I'll end up
18. cleaning them out at some point.

19. MS. ADOLPH: All right. Any other questions
20. or concerns, Commissioenrs? If we have any, we'll ask you
21. to come back.

22. Anyone else to speak for this measure?

23. Anyone else to speak for this measure?

24. If not, anyone to speak against this measure?

25. Anyone to speak against this measure?

N.J. SOROE, CSR #1297
(228) 467-2199

1. If not, Commissioners, what's your pleasure?
2. MR. ANTHONY: In Case File Number 1802PC020,
3. I move that we accept and approve the file as listed with
4. any conditions.
5. MR. JONES: Second.
6. MS. ADOLPH: We have a motion and a second.
7. Is there any need for discussion? If not, all in favor
8. signify by saying aye. Those opposed? Motion carries.
9. Thank you, Mr. Rose.
10. MR. ROSE: Thank you all very much for your
11. time. Appreciate it.

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N.J. SOROE, CSR #1297
(228) 467-2199

1. BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2

3 1801PC020

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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 5 pages
12 constitute a true and correct transcription of said hearing
13 held on the 22nd day of February 2018.

14 I do further certify that my certificate annexed
15 hereto applies only to the original and certified
16 transcript. The undersigned assumes no responsibility for
17 the accuracy of any reproduced copies not made under my
18 control and direction.

19 Witness my signature this the 26th day of
February

20 2018.

21

22

23

24

NORMA JEAN LADNER SOROE, CSR #1297

Certified Shorthand Reporter

N.J. SOROE, CSR #1297
(228) 467-2199

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: March 9, 2018

Re: Zoning Text Amendment 1702PC021:

The City of Gulfport requests amendments to the Comprehensive Zoning Ordinance, as amended, Section I. Definitions. and Section IV. Supplementary Regulations, (A) Supplementary use regulations, (9) Mobile food vendor.

Planning Commission recommendation: To Approve

Motion: Mr. Hancock

Second: Mr. Spann

KEITH WILLIAMS	– Absent
HAROLD SPANN	– Yea
COLETTE TOWLES	– Absent
VIRGINIA ADOLPH	– Vice Chairman
CHARLIE HEWES	– Yea
EVERETTE LADNER	– Yea
BJ SELLERS	– Absent
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
JOHN ANTHONY	– Yea

Action: Motion carried unanimously

Speaking for the Petition: Greg Holmes

Speaking against the Petition: None

On February 22, 2018 the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for March 20, 2018.

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 the _____ day of _____, 2018.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL TEXT OF THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF GULFPORT, MISSISSIPPI ADOPTED THE 29TH DAY OF JUNE, 1979, AS AMENDED, SECTION I DEFINITIONS. AND SECTION IV SUPPLEMENTARY REGULATIONS (A) SUPPLEMENTARY USE REGULATIONS (9) MOBILE FOOD VENDOR

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, find and do so determine, based upon the recommendation of the Gulfport City Planning Commission, that the text of the Comprehensive Zoning Ordinance, to add text amendments to the existing Comprehensive Zoning Ordinance. The case file number of 1702PC021.

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

SECTION 1: That the Official text of the Comprehensive Zoning Ordinance of the City of Gulfport, adopted the 29th day of June, 1979, as amended, be and the same is hereby amended to read as follows under Section I. Definitions and Section IV. Supplementary Regulations, (A) Supplementary use regulations, (9) Mobile food vendor.

Existing:

Mobile food vendor. One who is engaged in the sale of prepared food from a motor vehicle equipped for the preparation and sale of said food. Sales of this nature are allowed in B-1, B-2, I-1, I-2, T-5, and T-6 zoning districts. In addition, such sales may be allowed in R-1, R-2, R-B, R-O, T-3, T4L, and T4+ zoning districts only at construction sites for a period of time not to exceed the completion of the construction project. Vendors are expected to vacate the premise on which such sales are being made once all patrons have been served. Extended parking for such sales is strictly prohibited. However vendor may apply for a temporary Certificate of Zoning Compliance for the office of Urban Development for extended parking if is connected with a special event for a commercial activity (Civic activities are excluded from this regulation), and adheres to the following conditions:

- a. Must be located on the same building site as the special event.
- b. Frequency of extended parking is restricted to no more than three (3) consecutive days nor for more than nine (9) days within a one-year period.
- c. Must submit a detailed site plan.
- d. Vehicle cannot be parked in a manner that blocked traffic aisles or reduces required parking on the site.
- e. Acquire any and all permits or licenses required by the City of Gulfport.

Amended to read:

Mobile food vendor. One who is engaged in the sale of prepared food from a motor vehicle equipped for the preparation and sale of said food. Sales of this nature are allowed in B-1, B-2, I-1, I-2, T-5, and T-6 zoning districts. In addition, such sales may be allowed in R-1, R-2, R-B, R-O, T-3, T4L, and T4+ zoning districts only at construction sites for a period of time not to exceed the completion of the construction project. Vendors are expected to vacate the premise on which such sales are being made once all patrons have been served. Extended parking for such sales is strictly prohibited. However, vendor may apply for a temporary Certificate of Zoning Compliance ~~for~~ from the office of Urban Development for extended parking if it is connected with a special event for a commercial activity (Civic activities are excluded from this regulation), and adheres to the following conditions:

- a. Must be located on the same building site as the special event.
- b. Frequency of extended parking is restricted to no more than three (3) consecutive days nor for more than nine (9) days within a one-year period.

- c. Must submit a detailed site plan.
- d. Vehicle cannot be parked in a manner that ~~blocked~~ blocks traffic aisles or reduces required parking on the site.
- e. Acquire any and all permits or licenses required by the City of Gulfport.

The sale of ice cream and snowballs from a motor vehicle equipped for such purposes is allowed in R-1, R-2, R-B, and R-O zoning districts subject to the following restrictions:

- a. Extended parking for such sales is strictly prohibited.
- b. Stopping shall be permitted only at the right-hand curbside of the street (*right-hand* shall be deemed to be the curb which is on the right side of the vehicle when facing the front thereof).
- c. Dispensing of food products shall be made only from a window on the curbside of subject vehicle.
- d. Each such vehicle shall be equipped with at least one yellow caution flashing light which shall be in operation at all times when goods are being dispensed.
- e. Each such vehicle shall be equipped with a stop-arm assembly similar to that used on school buses for the control of traffic during the time such vehicle is stopped, and such stop-arm assembly shall be utilized at all times when goods are being dispensed and people are in the vicinity.

SECTION 2: For good cause being shown and the interest and welfare of the City of Gulfport, the citizens thereof require that the said Ordinance be in full force and effect immediately upon its passage should it pass unanimously and this ordinance shall be in full force and effect from and after its passage, but shall nevertheless be published and enrolled as provided by law.

The above and foregoing Ordinance, after having been first reduced to writing, was introduced by _____, seconded by _____ and was adopted by the following roll call votes, to-wit:

YEAS: ABSTENTIONS: ABSENCES: NAYS:

WHEREUPON the President declared the motion carried and the Ordinance adopted this the ____ day of _____, 2018.

(SEAL:)

ATTEST:

ADOPT:

CLERK OF THE COUNCIL

PRESIDENT

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

BILLY HEWES, Mayor

1. CITY OF GULFPORT PLANNING COMMISSION

2

3 1702PC021

4

5 TRANSCRIPT OF HEARING

6 February 22, 2018

7 *****

8 TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT

9 PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,

10 GULFPORT, MISSISSIPPI, ON THE 22ND DAY OF FEBRUARY 2018

11 COMMENCING AT 4:30 P.M. AND REPORTED BY

12 NORMA JEAN LADNER SOROE, CERTIFIED SHORTHAND REPORTER.

13 *****

14

COMMISSION MEMBERS PRESENT:

15

VIRGINIA ADOLPH, Acting President

16

WILLIAM "PRINCE" JONES

EVERETT "LAD" LADNER

17

CHARLIE HEWES

JOHN ANTHONY

18

HAROLD SPANN

DOUG HANCOCK

19

20 STAFF PRESENT:

21

GREG HOLMES

CORY LONG

22

MATILDA WELCH

23

24

N.J. SOROE, CSR #1297
(228) 467-2199

1. 4. Zoning Text Amendment 1702PC021
2. Zoning Text Amendment Case Number 021 has
3. been duly and timely noticed as required by law. The City
4. of Gulfport requests amendments to the comprehensive zoning
5. ordinance, as amended, Section I. Definitions and Section
6. IV. Supplementary regulations, (A) Supplementary use
7. regulations, (9) Mobile food vendor. A copy of the packet
8. considered is hereby offered into the record.
9. MS. ADOLPH: I always wanted to say this.
10. Please state your name and address, sir.
11. MR. HOLMES: Yes, I'll be glad to. I'm Greg
12. Holmes, City of Gulfport, 1410 24th Avenue, Gulfport,
13. Mississippi.
14. MS. ADOLPH: Thank you, sir.
15. MR. HOLMES: What you have before you is
16. basically other than about three or four grammar changes in
17. the main paragraph, what I'm going to call a Scribner's
18. error, you know, we came before this body back in 2012 or
19. so
20. to adjust our mobile food vendor to make it more accessible
21. in the city.
22. Well, for some reason or not, when Council
23. approved this, there's a whole section at the back on ice
24. cream trucks got pulled out when they put it in the ()
25. and put it online.

25. That was not supposed to happen. That was

N.J. SOROE, CSR #1297
(228) 467-2199

1. not our intentions. All we were trying to do was just make
2. it easier to have mobile food trucks in the city.
3. But for some reason, they took out a whole
4. paragraph on ice cream trucks. And basically everything
you
5. see here was always in our ordinance. It's been there for
6. years, and there was no change to that text.
7. The only change that we really made to this,
8. we made some grammar changes to it. We took out a couple
of
9. words and just cleaned it up.
10. But the section that needs to go back in is
11. the section on ice cream trucks and snowball trucks. And
it
12. it's basically for safety. You know, a lot of times people
13. come to our office and they want to do this, they don't
14. realize they need a safety license and a safety arm to keep
15. the children from running across the street. And you would
16. be surprised how people just go down the road and get a
17. piece of wood and tack it to the side of their truck and
18. call it an arm.
19. So this is basically to put it back in our
20. ordinance to make sure they have teeth in our ordinance and
21. make sure this is safe and properly done.
22. MS. ADOLPH: We're going to protect our
23. children.

24. MR. HOLMES: Yes, ma'am, we are.

25. MS. ADOLPH: Any questions, Commissioners?

N.J. SOROE, CSR #1297
(228) 467-2199

1. MR. HANCOCK: Mr. Holmes, I'm looking at the
2. couple of pages that were added in the packet, and just to
3. clarify, on the second page -- I'm sorry -- it would be the
4. first page. I'm trying to find it here.
5. Is it the underlined paragraph? Is that what
6. we're trying to add back?
7. MR. HOLMES: Yes, sir. The underlined
8. paragraph, and there's a couple of underlined words in that
9. top paragraph of mobile food vendors, like it's a from and
10. an it and its also like () just grammar changes in the
11. top paragraph.
12. MS. ADOLPH: Grammar changes.
13. MR. HOLMES: And then adding back the entire
14. text that got removed by () when they put it on line.
15. MS. ADOLPH: Because they didn't hear you.
16. MR. HANCOCK: Got it.
17. MS. ADOLPH: Any other questions for Mr.
18. Holmes?
19. Thank you, sir.
20. Commissioners, what's your pleasure?
21. MR. HANCOCK: Madam Chairman, I move we
22. approve the text amendment 1801PC018 (sic).
23. MR. HEWES: 021.
24. MR. HANCOCK: Sorry. 021.
25. MS. ADOLPH: All right. 021.

N.J. SOROE, CSR #1297
(228) 467-2199

1. MR. HANCOCK: Let me say that number again.
2. 1702PC021.
3. MS. ADOLPH: Thank you, sir.
4. MR. SPANN: I second.
5. MS. ADOLPH: We have a motion and a second.
6. Is there any need for any further discussion? If not, all
7. in favor please signify by saying aye. Those opposed?
8. Motion carries. Thank you.

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N.J. SOROE, CSR #1297
(228) 467-2199

1. BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2

3 1702PC021

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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 5 pages
12 constitute a true and correct transcription of said hearing
13 held on the 22nd day of February 2018.

14 I do further certify that my certificate annexed
15 hereto applies only to the original and certified
16 transcript. The undersigned assumes no responsibility for
17 the accuracy of any reproduced copies not made under my
18 control and direction.

19 Witness my signature this the 26th day of
February

20 2018.

21

22

23

24

NORMA JEAN LADNER SOROE, CSR #1297

Certified Shorthand Reporter

N.J. SOROE, CSR #1297
(228) 467-2199

Proof of Publication

STATE OF MISSISSIPPI

COUNTY OF HARRISON

LEGAL NOTICE
PUBLIC HEARING
In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi, at 4:30 P.M., Thursday, February 22, 2018 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue. Resubdivision 1802PC020: Richard Rose, property owner, requests to divide the tax parcel 1008G-02-060.000 containing 23,794 square feet into two parcels zoned R-1-10 (Single-family): located north of Riverroad Drive, south of Danbury Cove, east of Olle Road, and west of and adjacent to Fishermans Trail, in Ward 6. Zoning Text Amendment 1702PC021: The City of Gulfport requests amendments to the Comprehensive Zoning Ordinance, as amended, Section I. Definitions, and Section IV. Supplementary Regulations, (A) Supplementary use regulations, (9) Mobile food vendor. Zoning Map Amendment 1802PC022: Robert Heinrich of Heinrich & Associates LLC, agent for Harrison County School District, property owner, requests to rezone the tax parcel 0809D-03-009.000 containing approx. 2.70 acres from R-1-15 (Single-family) and B-4 (Highway Business) to entirely B-4: located north of Landon Road, south of Anastasia Boulevard, east of 34th Avenue, and west of and adjacent to Coleman Road, in Ward 7. Planning Commission Approval 1802PC023: David Mason, agent for Carolyn, Chad, and Ivan L. Nichols, property owners, request the use of an automotive laundry and repair shop at 711 Pass Road on the tax parcel 0910M-02-005.000 zoned B-2 (General Business): located north of Mississippi Street, south of and adjacent to Pass Road, east of Gulf Avenue, and west of Chicago Avenue, in Ward 3. This the 31st day of January 2018
Keith Williams, Chairman
City of Gulfport Planning Commission
ADV7
1597739

Before me, the undersigned Notary of Harrison County, Mississippi personally appeared Crista Brackett who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a newspaper published in the city of Gulfport, in Harrison County, Mississippi, and the publication of the notice, a copy of which is hereto attached, has been made in said paper 1 times in the following numbers and on the following dates of such paper, viz:

Vol. 134 No., 127 dated 7 day of Feb, 20 18

Vol. _____ No., _____ dated _____ day of _____, 20 _____

Vol. _____ No., _____ dated _____ day of _____, 20 _____

Vol. _____ No., _____ dated _____ day of _____, 20 _____

Vol. _____ No., _____ dated _____ day of _____, 20 _____

Vol. _____ No., _____ dated _____ day of _____, 20 _____

Vol. _____ No., _____ dated _____ day of _____, 20 _____

Affiant further states on oath that said newspaper has been established and published continuously in said county for a period of more than twelve months next prior to the first publication of said notice.

Crista Brackett

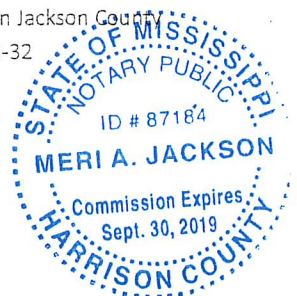
Clerk

Sworn to and subscribed before me this 7 day of Feb, A.D., 20 18

Meri A. Jackson

Notary Public

*The Sun Herald has been deemed eligible for publishing legal notices in Jackson County to meet the requirements of Miss. Code 1972 Section 13-3-31 and 13-3-32





Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Urban Development

Date: 03/12/2018

Subject: Ordinance - providing for the salary of compensation for certain positions of the city of Gulfport, MS and for related purposes.

Recommendation:



**DEPARTMENT OF URBAN
DEVELOPMENT**

P.O. Box 1780
Gulfport, MS 39502-1780
Phone: 228-868-5790
Fax: 228-214-4487

William H. Hardy Building
1410 24th Ave.

Memorandum

To: The Honorable Mayor and City Council
From: Greg Pietrangelo, Director of Urban Development
Date: March 5, 2018
Re: Step Change Request for the Below Listed Position

I am requesting a Step change for the following position to be place on the March 20, 2018 Council meeting:

Code Enforcement Officer / Building Inspector, Grade 109/3 to 109/4 increase of \$1019.00, Roger Smith.

The total increase for the above change is which is within the Urban Development departments approved salary budget.

When this position was advertised we advertised a salary range. The increase was to be awarded upon successful completion of the ICC Level 1 test.

I greatly appreciate your consideration.

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 _____, 2018, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE SALARY OF COMPENSATION FOR CERTAIN POSITIONS OF THE CITY OF GULFPORT, MISSISSIPPI AND FOR RELATED PURPOSES

WHEREAS, Mississippi Code Annotated Section 21-8-21(2) provides and requires that “[e]very officer or employee of the municipality shall receive such a salary of compensation as the council shall by ordinance provide, and the salary compensation of all employees of such municipality shall be fixed by council from to time, as occasion may demand;” and

WHEREAS, Gulfport City Council acknowledges the Code Enforcement Officer/Building Inspector position has been created for the benefit of the City; and

WHEREAS, the base salary of compensation for Roger Smith as a Code Enforcement Officer/Building Inspector shall be \$34,978.38; and

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

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

SECTION 2. That the base salary for Roger Smith as a Code Enforcement Officer/Building Inspector shall be \$34,978.38

SECTION 3. Nothing in this Ordinance shall be deemed to effect an employee employed by the City on or before September 30, 2009, entitlement to receive Longevity Pay and Education Pay (at the rate and in accord with the policies governing the same (which are hereby

incorporated herein by reference and made effective hereby) in effect on September 30, 2009) in addition to the base pay cited herein.

SECTION 4. That this ordinance shall be in full force and effect thirty (30) days after the date of passage, except where it should pass unanimously in which case, for the safety and benefit of the City, it shall go into effect immediately. It shall be published according to law and shall be spread on the minutes of the Gulfport City Council.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Ordinance adopted, this the _____ day of _____, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance submitted to and approved by the Mayor, this the _____ day of _____, 2018.

APPROVED:

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Dustin Uselton, Assistant Attorney
Economic Development

Date: 02/06/2018

Subject: Order - by the Gulfport City Council, pursuant to Miss. Code Ann. §17-21-5(2), (Rev. 2003, as amended), authorizing an exemption from municipal ad valorem taxes, excluding school district taxes, based on the increase in assessed value for qualifying capital improvement investments in qualifying structures in the designated Redevelopment District, south of the CSX Railroad extending from the western city boundary to the eastern city boundary of the newly constructed structure located at 704 Second Street, Gulfport, Mississippi, in the First Judicial District of Harrison County, and identified as parcel number 0911E-01-013.000.

Recommendation:

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2018, the following Order:

AN ORDER BY THE GULFPORT CITY COUNCIL, PURSUANT TO MISS. CODE ANN. §17-21-5(2), (REV. 2003, AS AMENDED), AUTHORIZING AN EXEMPTION FROM MUNICIPAL AD VALOREM TAXES, EXCLUDING SCHOOL DISTRICT TAXES, BASED ON THE INCREASE IN ASSESSED VALUE FOR QUALIFYING CAPITAL IMPROVEMENT INVESTMENTS IN QUALIFYING STRUCTURES IN THE DESIGNATED REDEVELOPMENT DISTRICT, SOUTH OF THE CSX RAILROAD TRACKS EXTENDING FROM THE WESTERN CITY BOUNDARY TO THE EASTERN CITY BOUNDARY OF THE NEWLY CONSTRUCTED STRUCTURE LOCATED AT 704 SECOND STREET, GULFPORT, MISSISSIPPI, IN THE FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, AND IDENTIFIED AS PARCEL NUMBER 0911E-01-013.000

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

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

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

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

and

WHEREAS, Michael Malenfant, owner of the property located at 704 Second Street, Gulfport, Mississippi, in the First Judicial District of Harrison County, and identified as Parcel Number 0911E-01-013.000, has completed the construction of a new residence by and through Butler Homes, LLC, and has requested, through written application, abatement of the Municipal ad valorem taxes for the increase in assessed value caused by renovation and improvements to the building, which application and supporting documentation is attached hereto collectively as

Exhibit “A”; and

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

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

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

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

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

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

SECTION 2. That, pursuant to Miss. Code Ann. §17-21-5(2) (Rev. 2003, as amended), the Governing Authority hereby finds that the “construction, renovation, or improvements” to the structure at 704 Second Street, Gulfport, Mississippi, in the First Judicial District of Harrison

County, and which property is identified as Parcel Number 0911E-01-013.000, were done for the “promotion of business, commerce or industry in the designated. . . redevelopment district.”

SECTION 3. That the Owner of the above referenced property, Michael Malenfant, has presented proof of ownership and eligibility to the City of Gulfport, and has submitted an application, attached hereto as **Exhibit “A”**, requesting municipal tax abatement on the increase of the assessed value of the structure, including supporting documentation to show construction work performed on the structure in the amount of Two Hundred Eighty Five Thousand and 00/100 Dollars (\$285,000.00) for the new residence and have requested abatement of the Municipal ad valorem taxes for the increase in the assessed value of the property.

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

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

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

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

AYES

NAYS

ABSENT/ABSTAIN

WHEREUPON, the President declared the motion carried and the Order adopted, this the ____ day of _____, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Order submitted to and approved by the Mayor, this the ____ day of _____, 2018.

APPROVED:

MAYOR



**ECONOMIC
DEVELOPMENT**

01.23.2018

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

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

City Hall
2309 15th St.
Gulfport, MS 39501

RE: Tax Abatement qualification for Michael Malenfant

Dear Administration and City Council:

On behalf of the Economic Development Department, I want to confirm that Michael Malenfant has met all qualifications and processes for the Hwy. 90 Tax Abatement at his new home at 704 2nd Street, Gulfport, MS and recommend full abatement of taxes on the assessed value of the improvements to the building/structure for the maximum statutory allowable period of seven years. All necessary fees and applications are received and attached.

Sincerely,

A blue ink signature of David L. Parker, written in a cursive style.

David L. Parker, CEcD
Economic Development Director

Gulfport Tax Abatement Program

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

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

Project submission guidelines:

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

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

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

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

Renovation Project Abatement Criteria

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

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

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

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

Occupancy:

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

New Construction Project Abatement Criteria

Adherence to SmartCode Standards:

- ☐ Certified by City of Gulfport Urban Development Department as a SmartCode project
- ☐ Meets basic requirements and principles of SmartCode
- ☒ Determination by City of Gulfport Urban Development Department that the project is not a SmartCode Project

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

Occupancy:

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

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

Application Checklist

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

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

Application Summary

Applicant Name*: Michael Malenfant

Applicant Property Address: 704 2nd Street

Applicant Mailing Address: 704 2nd Street

Applicant Phone Number: (228) 760-0087 Email: mmalenfant@balch.com

Please select one: Renovation Project New Construction Project

Estimated Project Amount: 285,000 Application Submission Date: 11/28/2017

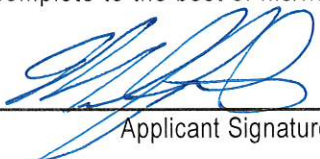
Estimated Project Start Date: 11/2016 Project Completion Date**: 6/13/2017

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

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

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

11/28/2017
Date


Applicant Signature

MICHAEL MALENFANT
704 2nd Street
Gulfport, Mississippi 39501
228-760-0087

December 19, 2017

VIA HAND-DELIVERY

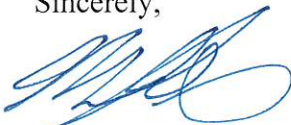
Mr. David L. Parker
City of Gulfport
Economic Development Director

David:

I moved into my house (704 2nd Street, Gulfport MS) in mid-June of this year, and am writing you so that, next year, I may participate in the City's tax abatement program. Enclosed with this letter, I am providing what I understand to be all of the requirements for application to the 2nd Street Tax Abatement Program. I also understand that the deadline for application to the program is December 31, 2017, so I would appreciate if you would let me know if anything appears to be missing.

Based upon our discussion several months ago, I am providing (i) a copy of my certificate of occupancy, (ii) a copy of my property taxes, (iii) my contractor's cost spreadsheet listing the expenses incurred to build my house, (iv) a deed of trust, and (v) a \$250 application fee, made out to the City of Gulfport. Please feel free to call with any questions or concerns: (228) 760-0087. Thank you for your help.

Sincerely,



Michael Malenfant

MICHAEL MALENFANT
704 2nd Steet
Gulfport, Mississippi 39501
228-760-0087

VIA HAND-DELIVERY

Mr. David L. Parker
City of Gulfport
Economic Development Director

David:

I have attached my application for Gulfport's Tax Abatement Program. I have previously provided you all of the other required materials, but I can send over new copies, if needed. Thank you for your help.

Sincerely,



Michael Malenfant

704 2nd Street Gulfport, MS 39501

Item	Est. Cost
ADMINISTRATION	
Drafting	\$ 2,160.00
Builders Risk	\$ 1,362.98
Construction Loan Closing	\$ 9,000.00
Water Tap/Well	\$ 500.00
Sewer Tap/Septic	\$ 500.00
Engineering Fee	\$ 500.00
Permit Fee	\$ 1,200.00
Temp Power	\$ 350.00
Survey/Stake Corners	\$ 350.00
Elevation cert	\$ 900.00
Sign/Plans	\$ 100.00
DIRTWORK AND FOUNDATION	
Site Prep (land clearing)	\$ 750.00
Foundation Material (rebar, rod chairs, j bolts, wire)	\$ 2,500.00
Scrape Lot	\$ 300.00
Concrete material Footings	\$ 3,000.00
Sand	\$ 428.00
Block Material	\$ 1,330.00
Block Labor	\$ 1,520.00
Mortar	\$ 228.00
Block concrete backfill	\$ 2,200.00
DIRTWORK	\$ 2,200.00
Plumbing L&M under slab 25%	\$ 3,000.00
Pest Control	\$ 192.66
Concrete Pump Truck	\$ 800.00
Concrete footer labor	\$ 2,593.50
Concrete Flatwork Material	\$ 5,000.00
Bank Inspector Fee	\$ 75.00
FOUNDATION DRAW 20%	\$ 32,820.00
Framing Material	\$ 18,000.00
Framing Labor	\$ 9,020.00
Install beam	\$ 50.00
2nd story Framing labor	\$ 408.00
Extra frame install plywood open doors frame ceiling	\$ 250.00
Windows	\$ 4,623.43
Front Door Allowance	\$ 1,442.15
Hardie Soffit/Fascia Material	\$ 1,500.00
Hardie Soffit/Fascia Labor	\$ 1,500.00
Hardie soffit and fascia paint labor	\$ 1,500.00
Hardie soffit and fascia paint material	\$ 350.00

Roofing Labor Shingles	\$ 1,040.00
Roofing Material (drip edge, felt, shingles, nails)	\$ 2,235.00
Indoor Gas fireplace	\$ 1,149.18
Outdoor Fireplace	\$ -
Plumbing Material & Labor Stack 50%	\$ 6,000.00
Electrical Wiring 60%	\$ 5,000.00
Heating & Cooling HVAC 60%	\$ 5,000.00
Framing Draw 35%	\$ 59,067.76
<i>Exterior Siding</i>	
Brick and lintel Material	\$ 3,800.00
Exterior Brick Labor General	\$ 2,500.00
Interior Brick Fireplace Labor	\$ 2,250.00
Brick Step Labor	\$ 1,106.00
Siding Material	\$ 4,800.00
Siding Labor	\$ 4,500.00
Siding Paint Material	\$ 1,200.00
Siding Paint Labor	\$ 2,500.00
<i>Insulation and drywall</i>	
Insulation Spray Foam	\$ 5,200.00
Drywall Material sheets	\$ 2,800.00
Drywall, Mud, and Tape Labor	\$ 4,800.00
<i>Exterior Trim and Paint</i>	
Porch Beam Paint Labor	\$ 138.00
Exterior Column Labor	\$ 450.00
Exterior Column Paint	\$ 200.00
Porch Ceilings Material	\$ 710.91
Porch Ceiling Stain Labor	\$ 372.00
Porch Ceiling Stain Material	\$ 135.58
Porch Ceiling cove crown Labor	
Rear Deck PaintStain Labor	\$ 600.00
Hand Rail Labor	\$ 228.00
Hand Rail Paint Labor	\$ 500.00
Paint and stain interior handrail	\$ 450.00
Front porch wood	\$ 829.00
Matt Ross Deck and columns	\$ 3,500.00
Material to fix columns when deck was added	\$ 487.00
Rough Grade Lot	\$ 400.00
Drwall Draw 20%	\$ 44,456.49
<i>Interior Trim and Paint</i>	
Trim Material	\$ 4,700.00
8' hollow core doors	\$ 2,800.00
Trimi labor	\$ 6,600.00
Paint mantle	\$ 50.00
Built ins	\$ 1,600.00
Interior Paint and Stain Material	\$ 3,200.00

Interior Paint and Stain Labor	\$ 4,000.00
Front Door Stain	\$ 305.00
Drywall and mud patches	\$ 300.00
Living room built ins	\$ 200.00
Glass Shower Door Master	\$ 1,600.00
Electrical/Gas Fixtures (Allowance)	\$ 2,446.83
Cabinets, Vanities and Granite 50% (Allowance)	\$ 13,591.14
Door knobs, Towel Bars, Towel Rings, door stops..	\$ 672.50
Plumbing Fixtures (Allowance)	\$ 4,177.05
Gas Lanterns Allowance	\$ 435.00
Toilets	\$ 842.11
Guest Tub Inserts 36X60	\$ 1,848.63
Hybrid Electric Water Heater	\$ 1,075.66
Plumbing Trim Out 25%	\$ 3,000.00
Trim Draw 15%	\$ 53,443.92
Landscape and driveway	\$ 7,000.00
150 sq foot deck like picture...m&l and stain No handrails	\$ 1,836.00
Appliances (Allowance includes outdoor appliances)	\$ 5,866.78
Electrical Wiring 40%	\$ 3,333.00
Heating & Cooling HVAC 40%	\$ 3,333.00
J and B Flooring	\$ 14,844.05
Carpet flooring	\$ -
Stairs	\$ 2,689.00
Cleaning	\$ 550.00
Final Draw 10%	\$ 39,451.83
Electrical Service	\$ 500.00
Water Service	\$ 100.00
Lauren Ray	\$ 1,500.00
Dumpster/ Port-o-lets	\$ 2,500.00
Lot cost	\$ 44,000.00
Supervisor Cost	\$ 7,000.00
Miscellaneous	\$ 1,500.00
Total	\$ 286,340.00

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

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

Use Classification NEW SF DWELLING

Occupancy Classification RESIDENTIAL

Building Permit Number 201602596

Group R3 Type Construction VB

Fire District ☐ Yes ☒ No

Owner of Bldg. MICHAEL MALENFANT

Owner's Mailing Address 704 2ND STREET

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

Building Address 704 2ND STREET

Date: 06/13/2017

Gary Anderson

Building Official

(BC)

POST IN A CONSPICUOUS PLACE



John D. Jordan 1st Judicial District
Instrument 2017 5504 D - J1
Filed/Recorded 8/14/2017 11:31 A
Total Fees \$ 12.00
3 Pages Recorded

Prepared By & Return To:
Schwartz, Orgler & Jordan, PLLC
12206 Hwy 49
Gulfport, MS 39503
(228) 832-8550
Our File: 171411

Index As: Pt. Lot 9 Mississippi City
Company Survey, Harrison County, MS

**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

WARRANTY DEED

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

**Butler Homes, LLC,
A Mississippi Limited Liability Company
Po Box 7444
D'Iberville, MS 39540
(228) 234-5172**

does hereby sell, convey and warrant unto

**Michael Malenfant, an unmarried man
704 2nd Street,
Gulfport, MS 39507
(228) 760-0087**

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

SEE ATTACHED EXHIBIT " A "

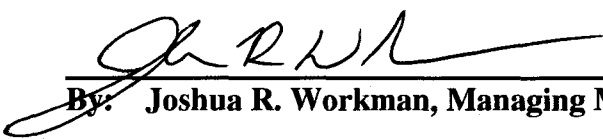
THE ABOVE described property is no part the homestead of the Grantor herein.

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

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

IN WITNESS WHEREOF, Butler Homes, LLC has caused this conveyance to be executed by its duly authorized officer, having first been duly authorized to do so, on this the 10th day of August, 2017.

Butler Homes, LLC


By: Joshua R. Workman, Managing Member

STATE OF MISSISSIPPI
COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Joshua R. Workman, who acknowledge that he is the Managing Member of Butler Homes, LLC, and as its act and deed, signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, for and on behalf of said entity, having been first duly authorized to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 10th day of August, 2017.

My Commission Expires:



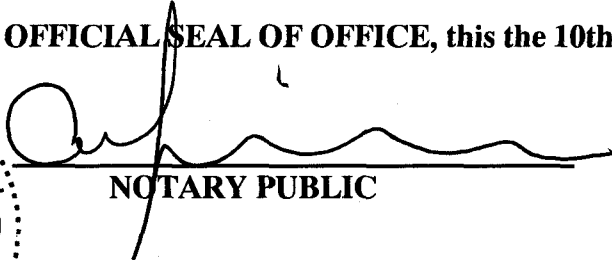

NOTARY PUBLIC

EXHIBIT " A "

3

A PARCEL OF LAND BEING LOCATED IN AND A PART OF LOT NINE (9) OF THE MISSISSIPPI CITY COMPANY'S SURVEY IN SECTION 2, TOWNSHIP 8 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE INTERSECTION OF THE EXISTING WEST MARGIN OF ROBERTS STREET AND THE NORTH MARGIN OF SECOND STREET, WHICH POINT IS 362.6 FEET SOUTH OF THE L & N RAILROAD RIGHT-OF-WAY, THENCE RUN WESTERLY ALONG SAID NORTH MARGIN OF SECOND STREET A DISTANCE OF 55.8 FEET TO THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING RUN NORTH AND PARALLEL TO SAID WEST MARGIN OF ROBERTS STREET A DISTANCE OF 94.9 FEET TO A POINT 57.4 FEET WEST OF THE NORTHEAST CORNER OF THE MONTELL PROPERTY, THENCE RUN WEST ALONG THE SOUTH LINE OF PROPERTY FORMERLY OF KAIGLAR (NOW BARRETT) A DISTANCE OF 50 FEET, THENCE RUN SOUTH AND PARALLEL TO SAID WEST MARGIN OF ROBERTS STREET A DISTANCE OF 106.4 FEET TO THE SAID NORTH MARGIN OF SECOND STREET, THENCE RUN EAST ALONG SAID NORTH MARGIN OF SECOND STREET, A DISTANCE OF 51.3 FEET TO THE POINT OF BEGINNING.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Kris Riemann, Director
Engineering

Date: 03/08/2018

Subject: Resolution - approving award and contract with Samuel B. Day, Inc., for the Gaston Point Roof Replacement Project and authorizing the Mayor to execute the same.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, Purchasing Manager

Date: March 12, 2018

**Re: Contract Award Recommendation
Gaston Point Roof Replacement
Bids Received 03-02-2018**

Please see attached letter of recommendation from Kris Riemann, Director of Engineering requesting your approval to award the Gaston Point Recreation Center Roof Replacement for the lowest and best bid as submitted by Samuel B. Day, Inc. of Gulfport MS in the amount of \$72,300.00.

The project is to furnish materials, labor and equipment for a complete roof replacement. Funding is provided by CDBG.

It is my recommendation to approve the award and I thank you for your consideration.

Memorandum – City of Gulfport

To: Connie Debenport, Purchasing

CC: Mayor Billy Hewes

Dr. John Kelly, CAO

Linda Elias Wilson, Finance

Wayne Miller, P.E., Public Works

From: Kris Riemann, P.E.

RKR

Date: 3/8/18

Re: Recommendation to Award Contract

- Gaston Point Recreation Center – Roof Replacement

On March 2, 2018, bids were received for the above referenced project. Four (4) bids were received. The lowest bid received was from Samuel B Day Construction, Inc. of Gulfport, MS, in the amount of \$72,300.00. Attached is a copy of the bid tabulation. The contract time is 90 calendar days.

The project consists of furnishing materials, labor, and equipment for the roof replacement to the Gaston Point Recreation Center.

The project is funded 100% by a Community Development Block Grant. Gulfport's Department of Engineering has completed the Engineering design and will oversee the inspection.

I recommend approval of the contract to Samuel B Day Construction, Inc. Please place this item on the March 20, 2018 Council Agenda.

This item has been approved by:

Mayor or C.A.O.

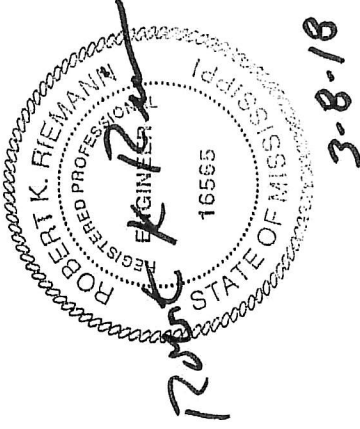
Attachments: 1. Bid Tabulation
 2. Contract

GASTON POINT RECREATION CENTER GYM - ROOF REPLACEMENT

CONTRACTOR'S BID TABULATION

BIDS RECEIVED MARCH 2, 2018 UNTIL 10:00 A.M., LOCAL TIME
BY THE CITY OF GULFPORT PROCUREMENT DEPARTMENT,
1410 24th AVENUE, GULFPORT, MS 39501

CERTIFICATE OF RESPONSIBILITY ADDENDA RECEIVED AND ACKNOWLEDGED											
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
BASE BID:											
02050	DEMOLITION	1	LS	\$15,750.00	\$15,750.00	\$26,087.00	\$26,087.00	\$18,490.00	\$18,490.00	\$25,000.00	\$25,000.00
02111	INSTALLATION OF STANDING SEAM METAL ROOF	1	LS	\$56,550.00	\$56,550.00	\$52,174.00	\$52,174.00	\$75,000.00	\$75,000.00	\$80,370.00	\$80,370.00
TOTAL BASE BID					\$72,300.00		\$78,261.00		\$93,490.00		\$105,370.00



THIS IS TO CERTIFY THE TABULATION OF BIDS SHOWN HEREIN
ARE ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF

Robert K. Rieman
ROBERT K. RIEMANN, P.E. - DIRECTOR OF ENGINEERING
CITY OF GULFPORT ENGINEERING DEPARTMENT

SECTION 00520
CONTRACT

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20__, by and between the City of Gulfport (hereinafter called OWNER) and Samuel B Day Construction, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**GASTON POINT RECREATION CENTER – ROOF REPLACEMENT
GULFPORT, MISSISSIPPI**

ARTICLE 2 - ENGINEER

The Project has been designed by:

City of Gulfport
Department of Engineering
4050 Hewes Avenue, Gulfport, MS 39507

who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIMES

3.1. The Work will be substantially completed within ninety (90) calendar days from the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions.

3.2. *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if

CITY OF GULFPORT

CONTRACT
00520-1

the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER six hundred and No/Dollars (\$600.00) for each calendar day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER Eight Hundred and No/Dollars (\$800.00) for each calendar day that expires after the time specified in the Certificate of Substantial Completion for completion and readiness for final payment.

3.3. Notwithstanding anything to the contrary in this Contract or in any other document, in the event of delay to CONTRACTOR's work, CONTRACTOR shall be entitled to an extension of time but not to any additional compensation for such delay. CONTRACTOR's entitlement to a time extension shall be limited to delays on the project critical path which are not caused in whole or in part by the CONTRACTOR, which are nonconcurrent with any other delays affecting the CONTRACTOR's work, and which are allowable only to the extent the CONTRACTOR can prove actual delay to the critical path of the CONTRACTOR's work based upon schedules approved by the OWNER and properly updated.

ARTICLE 4 - CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

The sum of \$ Seventy two thousand three hundred dollars and no cents
(\$72,300.00) in accordance with CONTRACTOR'S Bid Proposal dated March 2, 2018.

ARTICLE 5 - PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. *Progress Payments; Retainage.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 15th day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07 of the General Conditions (and in the case of Unit Price Work, based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments

previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions.

5.1.1.1. Projects with a Contract total amount of less than \$250,000 and no subcontractor:

5.1.1.1.1. Ninety percent (90%) of Work completed (with the balance being retainage).

5.1.1.1.2. Ninety percent (90%) (with the balance being retainage) of material and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.02 of the General Conditions).

5.1.1.2. On projects in which the total Contract Price is Two Hundred Fifty Thousand Dollars (\$250,000.00) or greater or on any Contract with a subcontractor, regardless of amount; when the work is at least fifty percent (50%) complete, on schedule and satisfactory in the engineer's opinion, fifty percent (50%) of the retainage held to date shall be returned to the prime contractor for distribution to the appropriate subcontractors and suppliers. After fifty percent (50%) completion, projects of this magnitude shall have a two and one-half percent (2.5%) retainage provided that the project is on schedule and satisfactory in the engineer's opinion.

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to ninety-seven and one-half percent (97.5%) of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions.

5.2. *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 6 - INTEREST

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest from the due date until paid at the rate of one percent (1%) per month until fully paid.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

7.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents, including the "technical data."

7.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02.A of the General Conditions. CONTRACTOR accepts the determinations set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the

Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1. This Agreement (pages 1 to 7, inclusive).
- 8.2 Notice of Award.
- 8.3. Performance, Payment, and other Bonds consisting of four (4) pages.
- 8.4. Notice to Proceed.
- 8.5. General Conditions (pages 1 to 43, inclusive).
- 8.6. Supplementary Conditions (pages 1 to 14, inclusive).
- 8.7 Technical specifications bearing the title:

**TECHNICAL SPECIFICATIONS FOR THE
GASTON POINT RECREATION CENTER GYM – ROOF REPLACEMENT
GULFPORT, MISSISSIPPI**

- 8.8. Special Federal Contract Provisions (pages 1-40)
- 8.9. Drawings consisting of a cover sheet and sheets numbered 1 through 4, inclusive, with each sheet bearing the following general title:

**GASTON POINT RECREATION CENTER – ROOF REPLACEMENT
GULFPORT, MISSISSIPPI**

- 8.10. Addenda numbers 1 to 2, inclusive.
- 8.11. CONTRACTOR's Bid Proposal (pages 1 to 3, inclusive).
- 8.12. Documentation submitted by CONTRACTOR prior to Notice of Award (pages to , inclusive).
- 8.13. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.

The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 9 - MISCELLANEOUS

9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5. *Contractor's Certifications.* CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 9.5:

9.5.1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

9.5.2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of OWNER, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive OWNER of the benefits of free and open competition;

9.5.3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of OWNER, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

9.5.4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

9.6. OTHER PROVISIONS.

None.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 20__, (which is the effective Date of the Agreement).

OWNER: CITY OF GULFPORT

CONTRACTOR:

By: _____

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices:
P.O. BOX 1780
GULFPORT, MS 39502

Address for giving notices:
Certificate of Responsibility
No. _____

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

Agent for service of process:

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

Attachment A
Special Contract Provisions
For Federally-Assisted Construction Contracts

INTRODUCTION

This project/contract is being financially supported by federal funds awarded by the U.S. Department of Housing and Urban Development under the Entitlement Community Development Block Grant (CDBG), Home Investment Partnership Program, funded directly to the City of Gulfport, or the Katrina Supplemental Community Development Block Grant Program funded through Mississippi Development Authority. The City of Gulfport Community Development Department administers the local CDBG/HOME Programs. *(Required by Title 24 of the Code of the Federal Register as well as other selected contract provisions required by the City of Gulfport for CDBG/KCDBG/HOME assisted grants/projects/activities).*

The following Federal Regulations, Contract Provisions and Clauses are incorporated into this agreement in their entirety, and made an integral part hereof.

The following conditions take precedence over any conflicting conditions in the contract:

SEC. 1. APPLICATION TO SUBCONTRACTORS. No money under this contract shall be disbursed by the Contractor/Consultant to any sub-contractor or agency except pursuant to a written contract which incorporates the conditions listed below to the extent they are applicable.

SEC. 2. DEFINITIONS. As used in this contract:

“HUD” means the Secretary of Housing and Urban Development or person(s) authorized to act on his behalf.

“City” means the Mayor and Council Members of the City of Gulfport or person(s) authorized to act on their behalf.

“MDA” means the Mississippi Development Authority or person(s) authorized to act on their behalf.

“Act” means Title I of the Housing and Community Development Act of 1974, as amended, unless otherwise specified.

SEC. 3. ACCESS TO RECORDS AND RECORDS RETAINAGE

The Contractor/Consultant shall comply with Retention and Access Requirements for Records (24 CFR Part 85.42) and State of Mississippi records access and retention requirements, to wit:

A. Records to be Kept. Records shall be maintained in accordance with requirements prescribed by HUD or the City with respect to all matters covered by this contract. Except as otherwise authorized by HUD, such records shall be maintained for a period of five (5) years after receipt of the final payment under this contract.

B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, or other accounting documents. All documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

C. Inspection of Records. At any time during normal business hours and as often as the City, HUD and/or the Comptroller General of the United States may deem necessary, the Contractor shall make available to the City, HUD and/or representatives of the comptroller General for examination of all its records, with respect to all matters covered by this contract, and will permit the City, HUD and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records including contracts, invoices, materials, payrolls, records of personnel, conditions of employment and any other data relating to matters covered by this contract.

SEC. 4. LOBBYING. The Contractor/Consultant certifies, to the best of his or her knowledge and belief, that:

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor/Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Contractor/Consultant shall require that the language of this certification be included in the award documents for all sub-awards at all tiers including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements.
- D. This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Agreement to this certification is a prerequisite for making or entering into this contract imposed by Section 1352, title 31, U.S. Code. Any person or agency that makes an expenditure prohibited by this section is subject to a civil penalty from \$10,000 up to \$100,000 for each failure. This penalty also applies to any person or agency that fails to submit or amend the disclosure form (LLL), when required. Failure to submit the required certification may result in payment under this contract being delayed or denied.

SEC. 5. DISCRIMINATION. Contractors/Consultants shall comply with all relevant requirements of the following federal laws and regulations dealing with discrimination in federally assisted programs:

- A. **Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended(42 U.S.C. 20000d)** and the requirements imposed by the Regulations of the Department of Commerce (15CDR Part 8) issued pursuant to that Title in accordance there whit no person in the United States shall on the grounds of race, handicap, color, sex, national origin or familial status be excluded from participation in, be denied the benefits or be otherwise subjected to discrimination under any program or activity which is paid for with federal funds. The Owner further adds that there shall be not any form of discrimination by any party in any CDBG contract on the basis of familial status, sexual orientation or sex.
- B. **Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309) and regulations at CFR 570.602** which provide that no person shall on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, be denied employment in, or be subjected to discrimination under any CDBG/HOME program or activity.
- C. **Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794), executive Order 11914, Section 504,** which provides that no otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be excluded from the participation in, be denied the benefits of, be denied employment in, or be discriminated against under any program or activity receiving federal assistance.
- D. **Age discrimination Act of 1975, as amended by Executive Order 12086, and regulations in 41 CFR 60,** which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federally-assisted construction contracts and subcontracts. Contractors and subcontractors shall take affirmative action to ensure fair treatment in employment, including recruitment, training, promotion, demotion, transfer, layoff, termination, and pay.
- E. **Section 202 of Executive Order 11246, as amended by Executive Order 12086, and regulations in 41 CFR 60,** which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federally assisted construction contracts and subcontracts. Contractors and subcontractors shall take affirmative action to ensure fair treatment in employment, including recruitment, training, promotion, demotion, transfer, layoff, termination, and pay.

1. The Contractor/Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor/consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin or familial status. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor/Consultant agrees to post inconspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions in this nondiscrimination clause.
2. The Contractor/Consultant will, in all solicitations or advertisements for employees placed by or on behalf of this Contractor/Consultant; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or familial status. Contractor/Consultant shall include language in all solicitations and/or advertisements for available employment or training opportunities giving notice to applicants of the preference given to qualified Section 3 residents for available employment or training opportunities.
3. The Contractor/Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advertising the labor union or worker's representative of the Contractor a commitments under section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor/Consultant will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor/Consultant will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of labor, or pursuant thereto, and will permit access to this books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor/Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, and orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor/Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor/Consultant will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor/Consultant will take such action with respect to any subcontractor or purchase order as the contracting agency, and may direct the subcontractor or vendor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contract becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

F. CERTIFICATION OF NONSEGREGATED FACILITIES AS REQUIRED BY THE MAY 19, 1967, ORDER (32 f.r. 74390 ON ELIMINATION OF SEGREGATED FACILITIES, BY THE SECRETARY OF LABOR.

The contractor/consultant certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and those under this/her control. He/she certifies further that he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The contractor/consultant agrees that a breach of this certification is a violation of the Equal Opportunity Clause of the contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, parking lots, drinking fountains,

recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, color, religion or national origin because of habit, local custom or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the awards of subcontracts exceeding \$10,000 which are not exempt from the provision of the Equal Opportunity Clause; that he/she will retain such certification in his/her files, and that he/she will forward this notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certification for specific time periods).

SEC. 6 SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

In connection with the planning and carrying out of any project assisted with CDBG, KCDBG and HOME funds, and to the greatest extent feasible, opportunities for training and employment should be given to low and very lower-income persons residing within the unit of local government in which the project is located, and contracts for work in connection with the project should be awarded to eligible Section 3 business concerns which are located in, or owned in substantial part by persons residing in the same unit of local government in which the project is located. Contractor/Consultant and all of its subcontractors/sub-consultants must utilize the Section 3 forms included in these Special Contract Provisions. This contract, or any subcontracts, must adhere to and contain what is referred to as the Section 3 Clause (24 CFR Part 135.38), as set forth below:

Section 3 Clause:

- a. The work to be performed under this contracts is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The contract agrees to send to each labor organization or representative of workers with which the contractor has collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- d. The contractor/consultant agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- e. The contractor/consultant will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor/consultant is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligation under 24 CFR Part 135.
- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

- g. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450c) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

SEC.7. LABOR STANDARDS. Contractor/Consultant shall comply with all relevant requirements of the following federal laws and regulations dealing with labor standards in federally assisted programs.

A. Davis-Bacon Act Provisions. All contracts for construction work in excess of \$2,000 awarded by grantees and sub-grantees shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276 a to a7) as supplemented by Department of Labor Regulations (29 CFR Part 5). However, these requirements apply to the rehabilitation of residential property only if such property contains eight (8) or more units. The Davis Bacon Act is not triggered then CDBG/HOME funds are used for non-construction work such as acquisition, purchase of equipment, architectural and engineering fees, other services (legal, accounting, construction management), etc.

1. All workers employed by Contractors or subcontractors on construction work costing over \$2,000 and financed in whole or in part under this Contract shall be paid wages at rates not less than those prevailing on similar construction in the locality, as determined by the secretary of labor and specified in a wage determination.
2. In construction projects subject to the Davis-Bacon Act, Contractors and subcontractors shall submit weekly payroll information for each worker in the form prescribed by HUD, and shall post a notice listing the minimum wage rates at the work site or sites. In addition, Contractors and subcontractors shall be required to pay wages at least once a week.

B. Copeland "Anti-Kick Back Act" (18 U.S.C. 876) as supplemented in Department of Labor regulations (29 CFR Part 3). This Act provides that the Contractor/consultant 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.

C. Contract Work Hours and Safety Standards Act (40 U.S.C.327 et seq.):

Contracts awarded by grantees and sub-grantees in excess of \$2,000 which involve the employment of mechanics or laborers shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor Regulations contained in 29 CFR Parts 3, 5 and 5a.

1. Under Section 103 of the Act, the Contractor/consultant and any of his subcontractors, shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty hours. Work in excess of the standard work week is permissible, provided the worker is compensated at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in any work week.
2. Section 107 Of the Act 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 purchase of supplies or materials or articles ordinarily available on the open market.

SEC. 8. CLEAN WATER, CLEAN AIR, E.O. 11738 and EPA Regulations Provision Compliance with Air and Water Acts apply to assisted construction contracts and related subcontracts exceeding \$100,000. In compliance with Section 306 of the Clean Air Act, as amended, (42 U.S.C. 1857(h)). Section 508 of the Clean Water Act, as amended, (33 U.S.C. 1368), Executive Order 11738, and the Regulations (40 CFR, part 15) of the Environmental Protection Agency with respect thereto the Contractor agrees that:

1. Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed n the EPA List of Violating Facilities pursuant to 40 CFR 15.20.

2. They will comply with all requirements of Section 306 of the Clean Air Act, as amended, and Section 508 of the Clean Water Act, as amended, and all regulations and guidelines issued there-under.
3. They will promptly notify the City of any notification received from the EPA Office of Federal Activities, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. They will include the provisions of paragraph 1 through 4 of this subpart in every nonexempt subcontract, and take such action as the Government may direct as a means of enforcing such provisions.

SEC. 9. LEAD BASED PAINT. The use of lead-based paint in the federally assisted construction or rehabilitation of residential structures (including day cares, senior centers, and community facilities) is prohibited by Section 401(b) of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b)) and regulations in 24 CFR 35B. To the extent that contracted work involves residential structures, the Contractor and subcontractors must follow the new regulations issued under sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, which is Title X ("ten") of the Housing and Community Development Act of 1992. Sections 1012 and 1013 of Title X amended the Lead-Based Paint Poisoning Prevention Act of 1971, which is the basic law covering lead-based paint in federally associated housing. The new regulation appears within title 24 of the Code of Federal Regulations as part 35 (24 CFR 35).

1. The Contractor and subcontractors shall not use lead-based paint in residential structures and shall eliminate any lead-based paint hazards in residential structures rehabilitated.
2. At a minimum the Contractor and subcontractors must comply with the Lead Hazard Reduction Methods in 24 CFR 35.1330 and 1325.
3. All workers involved in the disturbance of lead-based paint bearing surfaces should be trained in lead safe work practices.
4. At the conclusion of residential rehabilitation, the property must pass a lead hazard clearance test by a certified technician and lab. Clearance is not required if rehabilitation did not disturb painted surfaces of a total area more than that set forth in 24 CFR 35.135(d).

SEC.10 THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970

(P.L. 91-646 as amended). 15 CFR Part 916 including amendments thereto and regulations there under, as provided by 1 M.R.SA 901 et seq. The Contractor and Grantee will ensure that all work performed under this Agreement will be done in accordance with this Act.

SEC. 11 THE NATIONAL ENVIRONMENTAL POLICY ACT OF 1969, (P.L. 90-190); THE NATIONAL HISTORIC PRESERVATION ACT OF 1966 (80 Stat 915, 16 USC 470); AND EXECUTIVE ORDER NO. 11593 OF MAY 31, 1971.

The Chief Executive Officer of the Grantee consents to assume the status of a responsible Federal Official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law; as specified in 24 CFR Part 58, which further the purposes of NEPA in the areas of historic preservation, noise control, floodplains, coastal zones and wetlands, air quality, water quality, wildlife, and endangered species, solid waste disposal, and environmental effects abroad. The chief executive officer is authorized and consents on behalf of the Grantee and himself to accept the jurisdiction of the federal courts for the purpose of enforcement of his responsibilities as such an official.

SEC. 12 THE FLOOD DISASTER PROTECTION ACT OF 1963 (P.L. 92-123, AS AMENDED).

The Grantee will fulfill any flood insurance requirements under this Act and any regulations issued there under which NOAA may issue.

SEC. 13 ARCHITECTURAL BARRIERS ACT (P.L. 90-480, 42 USC 4151, AS AMENED), and the regulations issued or to be issued there under, prescribing standards for the design and construction of any building or facility intended to be accessible to the public or which may result in the employment of handicapped persons therein.

SEC. 14 MINORITY BUSINESS ENTERPRISES, Referenced in Executive Order #11625, OMB Circular A-102 Attachment O Procurement Standards. Grantees are to give priority to Minority Business enterprises in purchase of supplies, equipment, construction, and services.

SEC. 15 CDBG CERTIFICATION, Grantee shall provide any certification required under Section 104(b), 106(d)(5) or under any other provision of Title I of the Housing and Community Development Act of 1974 as amended through 1983, including Amendments made by the Housing and Urban Rural Recovery Act of 1983, the American Recovery and Reinvestment Act of 2009, and shall comply with the terms of such certification.

SEC. 16 USE OF DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS. CDBG/KCDBG/HOME funds shall not be used directly or indirectly to employ; award contracts to; or otherwise engage the services of, or fund any Contractor or Subrecipient during any period of debarment, suspension or placement in ineligibility status under the provisions of 24 CFR Part 24. (Government Debarment and Suspension Regulations).

SEC. 17 EXECUTIVE ORDER 12989 and EXECUTIVE ORDER 13465, amending Executive Order 12989, as amended.

Federal contractors/consultants and subcontractors are required to use E-Verify as of September 8, 2009. Executive Order 12989 mandates the electronic verification of all employees working on any federal contract. The amended Executive Order reinforces the policy that the federal government supports a legal workforce.

E-Verify to verify employment eligibility

In accordance with 48 CFR Part 22.18, Contractor shall enroll as a Federal Contractor in the E-Verify program within 30 calendar days of the award of this Contract. Within 90 calendar days of the enrollment in the E-Verify program, contractor shall begin to use E-Verify to verify the employment eligibility of all new hires of the Contractor who are working in the United States, whether assigned to this Contract or not, within 3 business days after the date of hire; and for each employee assigned to this Contract, Contractor shall initiate verification within 90 calendar days after date of enrollment in the E-Verify program or within 30 calendar days of the employee's assignment to work under this Contract, whichever date is later. The Contractor shall include the requirements of this clause in each subcontract that:

- (1) Is for –
 - (i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (commercially available off the shelf item) (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
 - (ii) Construction
- (2) Has a value of more than \$3,000; and
- (3) Includes work performed in the United States.

Contractor may find more information on Contractor's requirement to use E-Verify at www.dhs.gov/e-verify.

SEC. 18. CONFLICT OF INTEREST

- A. Interest of Members, Officers, or Employees of the Recipient, Members of Local Governing Body, or Other Public Officials**. No member, officer, or employee of the recipient, Subrecipient, or its agents, no member of the governing body of the locality in which the program is situated, and no other public official of his/her tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. This provision shall be incorporated in all such contracts or subcontracts.
- A. Contractor/Consultant's Responsibilities**. The Contractor/Consultant shall take appropriate steps to assure compliance with paragraph (A) of this section, and will incorporate the following provision into every sub-contract.

"Interest of Sub-Contractor and Employees. The Sub-Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the Community Development Block Grant Program has any personal financial interest, direct or indirect, in this Contract. Any interest on the part of the Sub-Contractor or his employees must be disclosed to the Recipient and the City, provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of an participation by residents of the area."

SEC.19. CONTRACTOR TO FURNISH NECESSARY PERSONNEL RESOURCES:

- A. The Contractor/Consultant represents that it has, or will secure at its own expense, all personnel required in performing the services specified in this contract. Such personnel shall not be employees of or have, as individuals, any contractual relationship with the Grantee.
- B. All of the services required hereunder will be performed by the contractor/consultant or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- C. With the exception of the work described as being subcontracted within the contract, if any, none of the work or services covered by this contract shall be subcontracted without the prior approval of the grantee. Any additional work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

SEC.20. REPORTS AND INFORMATION

The contractor/consultant, at such times and in such forms as the Grantee (City of Gulfport) may require, shall furnish grantee and/or the Department of Housing and Urban Development, and any other representative of the Grantee such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred by the grantee in connection therewith and any other matters covered by this contract.

SEC.21. RECORDS AND AUDITS

The contractor/consultant shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the grantee to assure proper accounting for all funds applicable to this contract. These records will be made available for audit purposes to the grantee or any authorized representative and will be retained for five years after the expiration of this contract unless permission to destroy them is granted.

SEC 22. COPYRIGHT AND PETENT RIGHTS

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the contractor. The U.S. Department of Housing and Urban Development, the city of Gulfport Community Development Department shall possess all rights to invention or discovery, as well as rights in data which may arise as a result of the contractor/consultant's services.

SEC. 23. DISPUTES, DEFAULT AND TERMINATION

- A. **Disputes.** In the event of dispute arising under this Contract, the Contractor/Consultant shall notify the City promptly in writing of their contentions and submit the claim. If the dispute arises before performance of the related work, the written notice shall be submitted prior to commencing such work. In any event, the Contractor/Consultant shall proceed with such work in compliance with the instructions of the City; such compliance shall not be a waiver of the Contractor/Consultant's rights to make a claim, provided they have notified the City in writing as above stipulated.
- B. **Default and Remedies.**
 - 1. Default shall consist of any failure by the Contractor/Consultant to perform under this contract or written amendments thereto of any breach of any covenant, agreement, provision or warranty provided by the Contractor/Consultant as a part of this contract. Actions which constitute a default include, but are not limited to:

- a. Failure to submit to the City reports which are required pursuant to this contract or the submission of required reports that are incorrect or incomplete.
 - b. Submission of requests for payment or reimbursement of amounts that is incorrect or incomplete.
 - c. The failure of the Contractor/Consultant to accept any additional conditions which may be provided by law, by executive order, by regulation or by other policy announced by the City, the state or any federal agency.
 - d. Failure to perform any activity required by this contract.
2. Upon occurrence of any default, the City shall advise the Contractor/Consultant in writing of the action constituting the default, and specify the actions that must be taken to cure the default. The City may suspend payment under the contract. If a default is not cured within 30 days from receipt of written notice of such default by the Contractor/Consultant, the City may continue the suspension or, by written notice of termination, may terminate the contract.
3. Notwithstanding the above, the Contractor/Consultant shall not be relieved of liability to the City for damage sustained by the City by virtue of any default or breach of the contract; and the City may deduct the amount of damages from any outstanding payments to the Contractor/Consultant or may withhold payments until such time as the exact amount of the damages is determined

C. Termination.

1. If federal funding for this project is terminated and no other funding is available for continuation of this project, the City will not be obligated to continue funding for the services contained in this contract and may terminate the contract.
2. In the event of termination, all property and finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by or purchased with CDBG/KCDBG/HOME funds by the Contractor/Consultant under this contract shall, at the option of the City, become its property and the Contractor/Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

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 _____, 2018, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE AWARD TO SAMUEL B. DAY, INC., FOR THE GASTON POINT RECREATION CENTER ROOF REPLACEMENT PROJECT, TO APPROVE CONTRACT BETWEEN THE CITY OF GULFPORT AND SAMUEL B. DAY, INC., TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY, AND FOR RELATED PURPOSES

WHEREAS, the city desires to undertake a project for replacing the roof of the Gaston Point Recreation Center to include furnishing materials, labor, and equipment; and

WHEREAS, pursuant to authority of this City Council, the City solicited bids for the Gaston Point Recreation Center Roof Replacement Project and received bids from four (4) contractors; and

WHEREAS, the lowest and best bid of the four (4) bids received was from Samuel B. Day, Inc., of Gulfport, Mississippi, in the amount of \$72,300.00, as recommended by Kris Riemann, P.E., City Engineer, as set forth in Exhibit “A” hereto; and

WHEREAS, the Council finds it is in the best interest of the City to award the contract for the Gaston Point Recreation Center Roof Replacement Project to Samuel B. Day, Inc., and to approve a contract with Samuel B. Day, Inc., concerning the same (see Exhibit “A” attached hereto).

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 award of the contract for construction services to Samuel B. Day, Inc., be and the same is hereby approved; and the proposed Contract between Samuel B. Day,

Inc., and the City of Gulfport be and it is hereby approved, and the Mayor is, hereby, authorized to execute the same on behalf of the City of Gulfport.

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

The above and foregoing Resolution, after having been first reduced to writing and 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 _____, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this the _____ day of _____, 2018.

APPROVED:

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Kris Riemann, Director
Engineering

Date: 03/06/2018

Subject: Resolution - approving award and contract with Gibson Maintenance, LLC, for the Building Repairs and Construction Unit Price Project 2018 and authorizing the Mayor to execute the same.

Recommendation:

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2018, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL APPROVING AWARD AND CONTRACT BETWEEN THE CITY OF GULFPORT AND GIBSON MAINTENANCE, LLC, FOR THE BUILDING REPAIRS AND CONSTRUCTION UNIT PRICE PROJECT AND TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to enter into a contract for a BUILDING REPAIRS AND CONSTRUCTION UNIT PRICE PROJECT which provides a tool that can be used by City Departments to expedite building repairs and small construction projects and includes labor for construction, replacement and removal of walls, doors, windows, flooring, roofing, masonry, plumbing, plumbing fixtures and associated work; and

WHEREAS, pursuant to authority of this City Council, advertisements for bids were published and two (2) bids were received on the project, with the low bidder being Gibson Maintenance, LLC, of Long Beach, Mississippi; and

WHEREAS, a proposed Agreement between the City of Gulfport and Gibson Maintenance, LLC, is attached hereto as Exhibit “A”; and

WHEREAS, it is in the best interest of the City of Gulfport to approve the award to and contract with Gibson Maintenance, LLC.

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 proposed Agreement between the City of Gulfport and Gibson Maintenance, LLC, be and it is hereby approved in the form as attached hereto as Exhibit “A” and the Mayor is hereby authorized to execute the same on behalf of the City of Gulfport.

Section 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this the _____ day of _____, 2018.

APPROVED:

MAYOR

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, CPPB - Purchasing Manager

Date: March 7, 2018

**Re: Contract Award Recommendation
Unit Price Contract for Building Repairs and Construction—City Wide
Bids Received 02-28-2018**

Please see attached letters of recommendation from Kris Riemann and Kevin Mullin with BMA, requesting your approval of the award of the Unit Price Building Repairs and Construction for 2018. The lowest and best bid submitted was submitted by Gibson Maintenance, LLC of Long Beach, MS.

This labor only contracting method is designed to provide a tool that can be utilized by City Departments to expedite building repairs and small construction projects.

The tabulation sheet is attached for your review and approval. It is my recommendation to approve the award and I thank you for your consideration.

Memorandum – City of Gulfport

To: Connie Debenport, Purchasing

CC: Mayor Billy Hewes

Dr. John Kelly, CAO

Linda Elias, Finance

From: Kris Riemann, P.E.

Date: 3/6/18

Re: Recommendation to Award Contract

-Gulfport Building Repairs and Construction Unit Price Project-2018

On February 28, 2018, bids were received for the above referenced project. Two (2) bids were received. Attached is copy of the bid tabulation. Gibson Maintenance, LLC. of Long Beach, MS submitted the lowest bid, \$29,290.00.

We have been using this type of unit price project for years. This contracting arrangement was designed to provide a tool that could be used by City Departments to expedite building repairs and small construction projects. This particular project includes labor for construction, replacement and removal of walls, doors, windows, flooring, roofing, masonry, plumbing, plumbing fixtures, and other associated work.

No funding is required at this time. We will use this project on an as needed basis with available funding. It will provide the Departments of the City with another option for completing needed repairs in a timely and convenient manner.

I recommend award of the attached contract to Gibson Maintenance, LLC. Please place this item on the March 20, 2018 Council Agenda.

This item has been approved by:

Mayor or C.A.O.

Attachments:

1. Kevin Mullen, P.E., Letters dated 3/1/18
2. Bid Tabulation
3. Contract Agreement

March 1, 2018

Mr. Kris Riemann, P.E. - Director
City of Gulfport Engineering
4050 Hewes Ave.
Gulfport, MS 39501

**RE: Gulfport Building Repairs & Construction
Unit Price Project – 2018**

Dear Mr. Riemann:

As you know, bids were received on February 28, 2018 at the Gulfport Procurement Department for the above referenced project. A total of 2 bids were received. We have prepared and enclosed a bid tabulation for your review.

Gibson Maintenance, LLC of Long Beach, MS submitted the lowest bid of \$29,290.00. Therefore, subject to your attorney's review and the submission of the proper bonds and insurance by the Contractor, we hereby recommend award of the contract to Gibson Maintenance, LLC.

If you should have any questions or comments relative to this matter, please do not hesitate to contact us at (228) 864-7612.

Sincerely,



Kevin Mullen, P.E.
Project Engineer

Enclosure

cc: Ms. Connie Debenport, Purchasing Manager – City of Gulfport

CELEBRATING



**GULFPORT BUILDING REPAIRS & CONSTRUCTION
UNIT PRICE PROJECT - 2018**

CONTRACTOR'S BID TABULATION
BIDS RECEIVED FEBRUARY 28, 2018 UNTIL 10:00 A.M., LOCAL TIME,
AT 1410 24TH AVENUE, HARDY BUILDING, 2ND FLOOR, GULFPORT, MS

CERTIFICATE OF RESPONSIBILITY ADDENDA RECEIVED AND ACKNOWLEDGED				GIBSON MAINTENANCE, LLC 118 DENNIS LANE LONG BEACH, MS 39560 13076-MC YES		SMITH CONTRACTING CO., LLC 1520 29TH AVENUE, SUITE 23 GULFPORT, MS 39501 18511-MC YES	
ITEM NC	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
BASE BID:							
1.01 A	DEMOLITION OF FLOORING (ALL TYPES)	300	SF	\$3.00	\$900.00	\$1.50	\$450.00
1.01 B	DEMOLITION OF EXISTING WALLS AND CEILINGS (ALL TYPES)	300	SF	\$3.00	\$900.00	\$4.50	\$1,350.00
1.01 C	DEMOLITION OF EXISTING DOORS AND DOOR FRAMES (ALL TYPES)	5	EA	\$50.00	\$250.00	\$75.00	\$375.00
1.01 D	DEMOLITION OF EXISTING ROOFS (ALL TYPES)	100	SY	\$2.00	\$200.00	\$15.65	\$1,565.00
1.02 A	EXCAVATION OF EXISTING MATERIAL (ALL TYPES)	30	CY	\$15.00	\$450.00	\$24.50	\$735.00
1.02 B	INSTALLING FILL (ALL TYPES)	30	CY	\$15.00	\$450.00	\$28.00	\$840.00
1.02 C	INSTALLING FORMWORK	250	LF	\$3.00	\$750.00	\$1.65	\$412.50
1.02 D	POUR, PLACE AND FINISH CONCRETE	30	CY	\$60.00	\$1,800.00	\$105.00	\$3,150.00
1.03 A	INSTALLATION OF MASONRY BRICK & CMU	250	SF	\$3.50	\$875.00	\$11.00	\$2,750.00
1.04 A	INSTALLATION OF INTERIOR WALLS AND CEILINGS & EXTERIOR CEILINGS	500	SF	\$3.50	\$1,750.00	\$4.80	\$2,400.00
1.04 B	INSTALLATION OF EXTERIOR WALLS	300	SF	\$5.00	\$1,500.00	\$6.95	\$2,085.00
1.05 A	INSTALLATION OF CROWN MOLDING, CHAIR RAIL AND BASE BOARDS (ALL TYPES)	150	LF	\$1.25	\$187.50	\$5.10	\$765.00
1.05 B	INSTALLATION OF BASE CABINETS	50	LF	\$10.00	\$500.00	\$13.50	\$675.00
1.05 C	INSTALLATION OF WALL CABINETS	50	LF	\$10.00	\$500.00	\$16.50	\$825.00
1.05 D	INSTALLATION OF COUNTER TYPES (ALL TYPES)	75	SF	\$6.00	\$450.00	\$5.00	\$375.00
1.06 A	INSTALLATION OF SINGLE DOORS AND DOOR FRAMES (ALL TYPES)	2	EA	\$250.00	\$500.00	\$115.00	\$230.00
1.06 B	INSTALLATION OF SINGLE WINDOWS AND WINDOW FRAMES (ALL TYPES)	2	EA	\$100.00	\$200.00	\$190.00	\$380.00
1.06 C	INSTALLATION OF HINGES (INCLUDE 3 HINGES PER SET)	2	EA	\$40.00	\$80.00	\$41.00	\$82.00
1.06 D	INSTALLATION OF LOCKSET	2	EA	\$40.00	\$80.00	\$40.00	\$80.00
1.06 E	INSTALLATION OF DEADBOLT LOCK	2	EA	\$40.00	\$80.00	\$40.00	\$80.00
1.06 F	INSTALLATION OF CLOSERS (INTERIOR AND EXTERIOR)	2	EA	\$50.00	\$100.00	\$74.00	\$148.00
1.06 G	INSTALLATION OF DOOR STOP	2	EA	\$10.00	\$20.00	\$29.00	\$58.00
1.06 H	INSTALLATION OF WEATHER STRIPPING	2	EA	\$50.00	\$100.00	\$35.00	\$70.00
1.06 I	INSTALLATION OF THRESHOLD	2	EA	\$25.00	\$50.00	\$67.00	\$134.00
1.07 A	INSTALLATION OF SHEETROCK	300	SF	\$1.20	\$360.00	\$2.70	\$810.00
1.07 B	PAINTING OF WALLS, CEILINGS, AND FENCES	300	SF	\$1.90	\$570.00	\$0.90	\$270.00
1.07 C	PAINTING OF TRIM PIECES	250	LF	\$1.20	\$300.00	\$1.45	\$362.50
1.07 D	INSTALLATION OF CARPET	35	SY	\$3.50	\$122.50 *	\$13.95	\$488.25
1.07 E	INSTALLATION OF SHEET VINYL	300	SF	\$1.50	\$450.00	\$2.00	\$600.00
1.07 F	INSTALLATION OF GLUE DOWN WOOD FLOORING	250	SF	\$3.50	\$875.00	\$5.75	\$1,437.50
1.07 G	INSTALLATION OF NAIL DOWN WOOD FLOORING	250	SF	\$3.50	\$875.00	\$5.75	\$1,437.50
1.07 H	INSTALLATION OF HARD TILE (ALL SIZES, WALL & FLOOR)	250	SF	\$2.50	\$625.00	\$7.25	\$1,812.50
1.07 I	INSTALLATION OF ACOUSTICAL CEILING TILE SYSTEMS	300	SF	\$1.50	\$450.00	\$2.75	\$825.00
1.08 A	INSTALLATION OF ASPHALT SHINGLE ROOFING	10	SQ	\$100.00	\$1,000.00	\$90.00	\$900.00
1.08 B	INSTALLATION OF METAL ROOFING	10	SQ	\$280.00	\$2,800.00	\$95.00	\$950.00

**GULFPORT BUILDING REPAIRS & CONSTRUCTION
UNIT PRICE PROJECT - 2018**

CONTRACTOR'S BID TABULATION
BIDS RECEIVED FEBRUARY 28, 2018 UNTIL 10:00 A.M., LOCAL TIME,
AT 1410 24TH AVENUE, HARDY BUILDING, 2ND FLOOR, GULFPORT, MS

CERTIFICATE OF RESPONSIBILITY ADDENDA RECEIVED AND ACKNOWLEDGED				GIBSON MAINTENANCE, LLC 118 DENNIS LANE LONG BEACH, MS 39560 13076-MC YES		SMITH CONTRACTING CO., LLC 1520 29TH AVENUE, SUITE 23 GULFPORT, MS 39501 18511-MC YES	
ITEM NC	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
BASE BID:							
1.08 C	INSTALLATION OF INSULATION	500	SF	\$0.50	\$250.00	\$0.65	\$325.00
1.09 A	INSTALLATION OF 2" DIAMETER AND LESS PLUMBING PIPES (ALL TYPES)	100	LF	\$10.00	\$1,000.00	\$12.00	\$1,200.00
1.09 B	INSTALLATION OF 2-1/4" DIAMETER AND GREATER (UP TO 6") PLUMBING PIPES (ALL TYPES)	100	LF	\$12.00	\$1,200.00	\$15.50	\$1,550.00
1.09 C	INSTALLATION OF TOILETS	2	EA	\$75.00	\$150.00	\$225.00	\$450.00
1.09 D	INSTALLATION OF SINKS	2	EA	\$80.00	\$160.00	\$245.00	\$490.00
1.09 E	INSTALLATION OF TUBS	2	EA	\$120.00	\$240.00	\$825.00	\$1,650.00
1.09 F	INSTALLATION OF SHOWERS	2	EA	\$110.00	\$220.00	\$825.00	\$1,650.00
1.09 G	INSTALLATION OF FLOOR DRAINS	2	EA	\$110.00	\$220.00	\$418.00	\$836.00
1.09 H	INSTALLATION OF WATER FOUNTAINS	2	EA	\$75.00	\$150.00	\$415.00	\$830.00
1.09 I	INSTALLATION OF PARTITION (ALL SIZES & TYPES)	2	EA	\$150.00	\$300.00	\$155.00	\$310.00
1.09 J	INSTALLATION OF TOILET PAPER DISPENSER	2	EA	\$15.00	\$30.00	\$41.00	\$82.00
1.09 K	INSTALLATION OF PAPER TOWEL HOLDER	2	EA	\$15.00	\$30.00	\$53.00	\$106.00
1.09 L	INSTALLATION OF MIRROR (FRAMED & UNFRAMED)	2	EA	\$30.00	\$60.00	\$68.00	\$136.00
1.09 M	INSTALLATION OF SOAP DISPENSERS	2	EA	\$15.00	\$30.00	\$44.00	\$88.00
1.09 N	INSTALLATION OF WASTE RECEPTACLE	2	EA	\$25.00	\$50.00	\$89.00	\$178.00
1.09 O	INSTALLATION OF GRAB BAR (ALL TYPES & SIZES)	2	EA	\$50.00	\$100.00	\$43.00	\$86.00
1.10 A	INSTALLATION OF METAL BUILDING	1,000	SF	\$2.50	\$2,500.00	\$8.90	\$8,900.00
1.11 A	PERFORMANCE & PAYMENT BONDS	1	LS	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
TOTAL BASE BID					\$29,290.00		\$50,274.75


KEVIN MULLEN, P.E., PROJECT ENGINEER

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2018, by and between the **CITY OF GULFPORT** (hereinafter called OWNER) and **GIBSON MAINTENANCE, LLC**, (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**GULFPORT BUILDING REPAIRS AND CONSTRUCTION
UNIT PRICE PROJECT – 2018
GULFPORT, MISSISSIPPI**

The City will issue site-specific work orders to complete different types of projects under this Contract. Each work order will contain an estimate of quantities and the items necessary to complete the work, along with an estimate of the days required to complete the project. The individual work authorizations under this term contract will not exceed \$50,000, unless specifically authorized by the Mayor and City Council. The City is not guaranteeing any amount of work, and the work at the end of one (1) year may be significantly more or less than the total bid submitted.

Unless a project is determined to be an emergency by the Mayor and City Council, no work authorization will be executed after March 30th of an election year. The newly elected Mayor and City Council will have the option to ratify the term contract or take other appropriate actions.

Article 2. ENGINEER.

The Project has been designed by:

Brown, Mitchell & Alexander, Inc.
401 Cowan Road, Suite A
Gulfport, Mississippi 39507

who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to

ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIMES.

3.1. Bidder must agree to commence work on each project under this unit price contract within a maximum time period of seven (7) calendar days. Failure to initiate the work within seven (7) days for each individual project will be justification by the Owner for termination of the Agreement.

3.2. After issuance of the work order authorizing work under this Contract, OWNER and CONTRACTOR will agree upon a schedule of an estimated date of completion of the work. CONTRACTOR's failure to prosecute the work when good working conditions exist will also constitute justification for termination of Contract.

3.3. This Contract will be effective for three hundred sixty-five (365) calendar days and two (2) optional periods of three hundred sixty-five (365) calendar days after the Contract Time commences.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents the total amount authorized by the addition of the unit prices for the work authorizations in accordance with CONTRACTOR's Bid Proposal dated February 28, 2018.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. *Progress Payments; Retainage.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the ____ day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07 of the General Conditions (and in the case of Unit Price Work, based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the

aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions.

5.1.1.1. Projects with a Contract total amount of less than \$250,000 and no subcontractor:

5.1.1.1.1. Ninety percent (90%) of Work completed (with the balance being retainage).

5.1.1.1.2. Ninety percent (90%) (with the balance being retainage) of material and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.02 of the General Conditions).

5.1.1.2. On projects in which the total Contract Price is Two Hundred Fifty Thousand Dollars (\$250,000.00) or greater or on any Contract with a subcontractor, regardless of amount; five percent (5%) shall be retained until the work is at least fifty percent (50%) complete, on schedule and satisfactory in the engineer's opinion, fifty percent (50%) of the retainage held to date shall be returned to the prime contractor for distribution to the appropriate subcontractors and suppliers. After 50% completion, projects of this magnitude shall have a two and one-half percent (2½%) retainage, provided that the project is on schedule and satisfactory in the engineer's opinion.

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to ninety-seven and one-half percent (97½%) of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions.

5.2. *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

Article 6. INTEREST.

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest from the due date until paid at the rate of one percent (1%) per month until fully paid.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

7.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents, including the "technical data."

7.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02.A of the General Conditions. CONTRACTOR accepts the determinations set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1. This Agreement (pages 1 to 8, inclusive).
- 8.2. Exhibits to this Agreement (pages 0 to 0, inclusive).
- 8.3. Performance, Payment, and other Bonds consisting of six (6) pages.
- 8.4. Notice to Proceed.
- 8.5. General Conditions (pages 1 to 62, inclusive).
- 8.6. Supplementary Conditions (pages 1 to 15, inclusive).
- 8.7. Specifications bearing the title:

**GULFPORT BUILDING REPAIRS AND CONSTRUCTION
UNIT PRICE PROJECT – 2018
GULFPORT, MISSISSIPPI**

and consisting of Sections 1 through 11.

- 8.8. ~~Drawings consisting of a cover sheet and sheets numbered 0 through 0, inclusive, with each sheet bearing the following general title:~~ *Not Applicable*
- 8.9. Addenda numbers 1 to 1, inclusive.
- 8.10. CONTRACTOR's Bid Proposal (pages 1 to 5, inclusive) marked Exhibit "A".

8.11. Documentation submitted by CONTRACTOR prior to Notice of Award (pages 0 to 0, inclusive).

8.12. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.

The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

Article 9. MISCELLANEOUS.

9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5. *Contractor's Certifications.* CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 9.5:

9.5.1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

9.5.2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of OWNER, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive OWNER of the benefits of free and open competition;

9.5.3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of OWNER, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

9.5.4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

9.6. OTHER PROVISIONS.

None.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 2018, (which is the effective Date of the Agreement).

OWNER:
CITY OF GULFPORT

CONTRACTOR:
GIBSON MAINTENANCE, LLC

By: _____

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____

Attest: _____

Address for giving notices:

P.O. Box 1780
Gulfport, MS 39502

Address for giving notices:

118 Dennis Lane
Long Beach, MS 39560

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

Certificate of Responsibility
No. 13076-MC

Agent for service of process:

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Kris Riemann, Director
Engineering

Date: 03/12/2018

Subject: Resolution - approving Preliminary Engineering Services Agreement with Brown, Mitchell & Alexander, Inc., for the 20th Avenue Improvements Project and authorizing the Mayor to execute the same.

Recommendation:

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2018, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE PRELIMINARY ENGINEERING SERVICES CONTRACT WITH BROWN, MITCHELL & ALEXANDER, INC., FOR DESIGN SERVICES RELATED TO THE 20TH AVENUE IMPROVEMENTS PROJECT, TO AUTHORIZE THE MAYOR TO EXECUTE SAID CONTRACT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to design and construct improvements to 20th Avenue from 15th Street to U.S. Highway 90, Gulfport, Mississippi to include work related to bus access to the planned multimodal passenger transportation center south of the existing Gulfport Transit Center, and installation of ADA-compliant pedestrian facilities between Jones Park on the south side of Highway 90 and 15th Street on the north side of the existing transit center, known as the 20th Avenue Improvements Project; and

WHEREAS, professional design services are required to undertake the 20th Avenue Improvements Project; and

WHEREAS, a proposed Preliminary Engineering Services Contract with Brown, Mitchell & Alexander, Inc., as recommended by City Engineer Kris Riemann, is attached hereto for consideration as Exhibit “A” hereto; and

WHEREAS, approval of the Preliminary Engineering Services Contract with Brown, Mitchell & Alexander, 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 Brown, Mitchell & Alexander, 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 _____, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2018.

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: 3/12/18

Re: **Recommendation to Approve Preliminary Engineering Services**
 - 20th Avenue Improvements
 - STP-7822-00(004) LPA/107556-701000

Attached for your consideration is the Contract Agreement for Preliminary Engineering Services with Brown, Mitchell, and Alexander, Inc. for the referenced project. The cost of these services shall not exceed \$107,444.18. 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. This will be under the small purchase requirement meaning that the design engineering will not exceed \$150,000. MDOT has approved this small purchase. Therefore, I am bringing these agreements to the Council for approval.

The project includes those relating to bus access to the planned multimodal passenger transportation center immediately south of the existing Gulfport Transit Center and the installation of ADA-compliant pedestrian facilities between Jones Park on the south side of Highway 90 and 15th Street on the north side of the existing transit center. These improvements will assist the Mississippi Aquarium site.

Funding is in place for the project from an existing capital account. The current estimate is \$633,962.00. Gulf Regional Planning Commission (GRPC) has approved the application for this project and funded \$507,159.00 toward the budget. This requires a 20% City match for construction including Engineering or \$130,000.

I recommend approval contingent on the approval of the Mississippi Department of Transportation. Please place this item on the March 20, 2018 Council Agenda.

Attachments: 1. Dax Alexander Letter dated 3/12/18
 2. Contract Agreement for Preliminary Engineering Services

RECEIVED
3/12

401 Cowan Road, Suite A
Gulfport, MS 39507
228-864-7612

796 Vieux Marche, 2nd Floor
Biloxi, MS 39530
228-436-7612

3103 Pascagoula Street
Pascagoula, MS 39567
228-436-7612

www.bmaengineers.com

March 12, 2018

Mr. Robert K. Riemann, P.E.
Director of Engineering
City of Gulfport
4050 Hewes Avenue
Gulfport, Mississippi 39507

**RE: City of Gulfport 20th Avenue Improvements Project
Project No. STP-7822-00(004) LPA/107556-701000**

Dear Mr. Riemann:

Attached for your review and forwarding to MDOT for approval is three (3) originals of the Preliminary Engineering Services Contract for the above referenced project. Please review and if acceptable, with the contracts unsigned, forward three contracts to MDOT with a letter requesting their concurrence of the contract to the MDOT LPA Coordinator. The MDOT submission process for PE Contracts is detailed 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.

If you should have any questions, please contact either myself or Kevin Mullen, P.E., Project Engineer. As always, it is a pleasure working with you and the City of Gulfport.

Sincerely,

Dax Alexander

Dax Alexander, P.E.
Principal

Enclosures



ORIGINAL

PRELIMINARY ENGINEERING SERVICES CONTRACT

City of Gulfport 20th Avenue Improvements Project

STP-7822-00(004) LPA/107556-701000

Harrison County, Mississippi

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, *Brown, Mitchell & Alexander Inc.* (the "CONSULTANT"), a/an *Mississippi Corporation*, duly licensed and registered to do business in the State of Mississippi, whose address for mailing is *401 Cowan Road Suite A, Gulfport, MS 39507*. This CONTRACT shall be effective as of the latest date of execution below.

WITNESSETH:

WHEREAS, the LPA requires the services of a professional engineering firm for the purposes of *preliminary engineering services to construct improvements to 20th Avenue from 15th Street to U.S. Highway 90, Gulfport, Harrison County*, as provided for in *STP-7822-00(004) LPA/107556-701000*, hereinafter called the "PROJECT"; and

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform engineering services as stated above, 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 selected through a Consultant Selection Process pursuant to the 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 by the LPA; which is now desirous of entering into a CONTRACT;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration 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

The 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. SERVICES provided by the CONSULTANT under this CONTRACT shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. In so doing, the CONSULTANT shall comply with all terms of this CONTRACT, including the Scope of Work and other exhibits, to the satisfaction of the LPA, which shall include any special requirements of the LPA. The CONSULTANT shall perform all SERVICES according to the terms of the CONTRACT, including all technical specifications and according to the prevailing industry standards, including standards of conduct and care, format and content.

The LPA, in support of the CONSULTANT, will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to the CONSULTANT and within the possession and control of the LPA.

Manuals, guides, standards, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and the FHWA 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 perform 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, TERMINATION

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 (as demonstrated by the issuance of final payment) or until *June 30, 2019*, at 11:59 p.m., whichever comes first, 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 for SERVICES rendered prior to the date of termination. In addition to payment for SERVICES rendered prior to the date of termination, the LPA shall be liable only for the reasonable 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 IV. TIME OF PERFORMANCE

Time is of the essence in this CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES by the date of execution of this 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.

The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed.

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 shall not make any claim, demand or application 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 designated 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 Exhibit 3.

B. Monthly Billing

The CONSULTANT must submit monthly billing to the LPA. (A sample of a required 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. Monthly payments will be made on the basis of a certified time record. The LPA retains the right to verify time and expense records by audit of any or all the CONSULTANT'S time and accounting records at any time during the life of this 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 this CONTRACT and up to three years thereafter, should the funding source for all or any part of this CONTRACT be funds of the United States of America.

C. Progress Reports

The CONSULTANT shall provide the LPA monthly progress reports on two documents. The first document shall be a narrative outline of work performed during the billing period for which the CONSULTANT has submitted an invoice. The second document shall be a spreadsheet that indicates the amount of progress for each designated "Part" of the Scope of Work of the CONTRACT. If a contract is for a duration of 30 days or less, the provisions of this paragraph are waived. Otherwise, waiver of the provisions of this paragraph shall only be by written consent of the LPA.

D. Record Retention

The CONSULTANT shall maintain all time and expense records related to the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of this 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.

E. Retainage

The LPA shall retain the final 25% of the CONSULTANT'S Fixed Fees until all the deliverables have been received and found acceptable, 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 payment for work done, materials furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims for payment, whether known or unknown, for and on account of said CONTRACT, including payment for all work done, and labor and material furnished in connection with the same. Failure to perform, to the satisfaction of the LPA, all terms of this CONTRACT, which include the Scope of Work and other exhibits, any technical specifications, and special requirements of the LPA, or the CONSULTANT'S failure to perform according to the prevailing industry standards, including standards of conduct and care, format and content, shall be corrected by the CONSULTANT without additional compensation. Neither the LPA's review, approval or acceptance of, nor payment for, the SERVICES required under this CONTRACT shall be construed to operate as a waiver of any rights under this CONTRACT, or of any cause of action arising out of the performance of this CONTRACT. The CONSULTANT shall be and remain liable to the LPA for all damages to the LPA caused by the CONSULTANT's negligent acts, errors and/or omissions in the performance of any of the SERVICES furnished under this CONTRACT. 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. Notwithstanding inspection and acceptance by the LPA or any provision concerning the conclusiveness thereof, the CONSULTANT represents that SERVICES performed and work product(s) provided under this CONTRACT conform (or exceed) the requirements of this CONTRACT.

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 being provided 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, designs, studies, maps, or other work product(s) 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, designs, studies, maps, and other work product(s) 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 contractual and professional obligations. CONSULTANT shall correct, at its expense, any of its breaches, negligent acts, 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, to the satisfaction of the LPA, and shall be responsible for any negligent acts,

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 any negligent acts, 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 or any phase of work, then an accounting of all costs incurred by the LPA resulting from such breach, including any negligent acts, errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

During construction or any phase of work performed by others based on the services provide by the CONSULTANT for this CONTRACT, the CONSULTANT shall confer with the LPA when requested for the purpose of interpreting the information, clarification of any ambiguities, and/or to correct any negligent acts, error or omission without additional compensation. The CONSULTANT shall prepare any plans or data needed to correct the negligent acts, error or omission without additional compensation, even though acceptance and/or final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes once notified by the LPA so there will be a minimum of delay to the contractor.

When notified by the LPA of potential negligent acts, errors and/or omissions, during the development, construction, or any phase of the project, the CONSULTANT shall establish and maintain cost accounting records to segregate all costs associated with the evaluation and correction of any negligent acts, errors and/or omissions. All costs associated with any negligent acts, errors and/or omissions, including direct or indirect, must be borne by the CONSULTANT. If after written notice from the LPA, the CONSULTANT fails or refuses to correct any negligent acts, errors and/or omissions, the LPA may, by contract or otherwise, correct or replace with similar services and charge to the CONSULTANT the cost occasioned to the LPA thereby, or offset and withhold a sum equal to said cost to the LPA from payments on any existing contract(s) with the CONSULTANT or against any sums due the CONSULTANT under the terms of this CONTRACT or any other active contract(s).

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense, including reasonable attorney fees, to the extent caused by any negligent act, actions, neglect, error 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 the 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 to the extent caused by 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 the CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving the 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 MDOT'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 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 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 this 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 MDOT. For breach or violation of this warranty, the LPA shall have the right to annul 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.

ARTICLE 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 negotiated and executed between the parties in the event that both parties agree the CONSULTANT'S compensation should be increased due to an 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 MDOT, 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 the modifications, amendments, or addenda become effective.

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 this CONTRACT may be made by written notification of such change by either the MDOT 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, subcontract, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no condition will the CONSULTANT be allowed to sublet or subcontract 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 or subcontracted in their entirety provided that the CONSULTANT performs at least 40% of the overall CONTRACT with its own forces. Consent by the LPA to any subcontract shall not relieve the CONSULTANT from any of its obligations hereunder, and the CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontracts 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). The CONSULTANT shall pay all retainage owed to the subconsultant for satisfactory completion of the accepted work within 15 days after receipt of payment.

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, documents, computer information and access, software, drawings, studies, notes, maps and other data and products, prepared by and for the LPA under the terms of this CONTRACT shall become and remain 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 and products 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.

All approved releases of information, findings, and recommendations shall include a disclaimer provision and 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. 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. The CONSULTANT shall comply with the provisions set forth in Department of Transportation regulations, Uniform Administrative Requirements for Grants and Cooperative Agreements, 49 CFR, Part 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements (as amended) 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 subcontractors 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 MDOT'S 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

The CONSULTANT agrees that Key Personnel identified as assigned to phases hereunder as set forth in this CONTRACT or as established in the organizational chart of the CONSULTANT's proposal, 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:

LPA:

For Contractual Matters:

City of Gulfport

Honorable Billy Hewes

Mayor

P.O. Box 1780

Gulfport, MS 39502

(228) 868-5810 (office)

Email: bhewes@gulfport-ms.gov

CONSULTANT:

For Contractual Matters:

Brown, Mitchell & Alexander, Inc.

Dax Alexander, P.E.

President

401 Cowan Road Suite A

Gulfport, MS 39507

(228) 864-7612

(228) 864-7676 Fax

Email: dax@bmaengineers.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors:

P.E. # 14208

For Technical Matters:

City of Gulfport

Kris Riemann, P.E.

Director of Engineering

4050 Hewes Avenue

Gulfport, MS 39507

(228) 868-5815 (office)

Email: kriemann@gulfport-ms.gov

For Technical Matters:

Brown, Mitchell & Alexander, Inc.

Kevin Mullen, P.E.

Project Engineer

401 Cowan Road Suite A

Gulfport, MS 39507

228) 864-7612

(228) 864-7676 Fax

Email: kevin@bmaengineers.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors:

P.E. # 26444

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 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 _____, 2018.

CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI

Honorable Billy Hewes, Mayor

WITNESS this my signature in execution hereof, this the 12th day of March, 2018.

BROWN, MITCHELL & ALEXANDER, INC.

Dax Alexander
Dax Alexander, P.E., President

ATTEST: J McCampbell

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. General Scope of Work and Common Specifications
3. Fees and Expenses
4. Sample Invoice
5. Notice to the CONSULTANT
6. The CONSULTANT'S Certificate Regarding Debarment, Suspension and Other Responsibility Matters
7. Certification of the LPA
8. This Exhibit was intentionally left blank
9. Prime Consultant / Contractor EEV Certification and Agreement

EXHIBIT 1-A

EVIDENCE OF AUTHORITY

BROWN, MITCHELL, & ALEXANDER, INC.

WHEREAS, it has been requested that a copy of a resolution granting authority for certain company officials or agents to sign responses, proposals or contracts on behalf of the Corporation be included:

NOW THEREFORE BE IT RESOVLED, that Dax B. Alexander, P.E., is President of Brown, Mitchell & Alexander, Inc. (Corporation) and has full authority to execute proposals, letters, or contracts on behalf of the Corporation.

SIGNATURE: Dax Alexander

TITLE: President

DATE: 3/12/18

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 12th day of March, 2018, within my jurisdiction, the within named Dax B. Alexander, P.E., who acknowledged that he is President of Brown, Mitchell & Alexander, Inc., a Mississippi corporation, and that for and on behalf of the said Corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said Corporation to do so.

Michelle R. Phillips
Notary Public

My Commission Expires:

April 29, 2021

Printed Name of Notary:

Michelle R. Phillips



EXHIBIT 1-B

EVIDENCE OF AUTHORITY

CITY OF GULFPORT
HARRISON COUNTY, MISSISSIPPI

WHEREAS, it has been requested that a copy of a resolution granting authority for certain company officials or agents to sign responses, proposals or contracts on behalf of the Corporation be included:

NOW THEREFORE BE IT RESOVLED, that Billy Hewes, is Mayor of the City of Gulfport, Harrison County, Mississippi. (Corporation) and has full authority to execute proposals, letters, or contracts on behalf of the Corporation.

Date

Billy Hewes, Mayor
City of Gulfport, MS

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 _____, 2018, within my jurisdiction, the within named Billy Hewes, who acknowledged that he is the Mayor of the City of Gulfport, Harrison County, Mississippi, and that for and on behalf of the said City, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized executive power of the municipality under Miss. Code Ann. Sec. 21-8-15 to do so.

Notary Public

My Commission Expires:

Printed Name of Notary:

EXHIBIT 2

SCOPE OF WORK

City of Gulfport 20th Avenue Improvements Project
STP-7822-00(004) LPA/107556-701000
Harrison County, Mississippi

GENERAL DESCRIPTION:

This CONSULTANT shall provide all necessary professional services required to complete environmental studies required for an environmental assessment, all necessary field surveying, the determination of required Right-of-Way limits, traffic study, roadway design, and appurtenances for the preparation of construction plans. The project includes improving bus access to the planned multimodal passenger transportation center immediately south of the existing Gulfport Transit Center and the installation of ADA-compliant pedestrian facilities between Jones Park on the south side of Highway 90 and 15th Street on the north side of the existing transit center. 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. Copies of previous studies/analyses, environmental assessments, conceptual plan, and other information pertaining to the project;
4. A single point of contact within the LPA for day-to-day coordination of each CONTRACT;
5. United States Geological Survey (USGS) Hydrology Reports (For all bridge/culvert sites over 1000 acres of drainage area). These reports will include no hydraulic recommendations.}.

Traffic Study including Traffic Impact Analysis Scope of Work

The proposed redevelopment is anticipated to include the Mississippi Aquarium and the Coast Transit Authority (CTA) Gulfport Transit Center facility. These developments are to be located north of US 90 and south of 15th Street between 23rd Ave and 20th Ave. The roadway network changes include closure of portions of 21st Avenue, 14th Street, and 22nd Avenue. The CTA property will include a new overpass at Highway 90 connecting Jones Park with the CTA facility with a pedestrian and tram bridge.

The study will be divided into Four Tasks: 1) Documentation of existing conditions, 2) Trip Generation/ Assignment, and 3) Evaluation of off-site traffic impacts 4) Conceptual Layouts.

Upon completion of these tasks The CONSULTANT, will present a traffic analysis submittal to MDOT and the LPA for review to address the traffic impacts and access related to the project, primarily to address the impacts at 20th Avenue/US Highway 90 from increased bus activity and the deficient turning radii and limited intersection sight distance.

Task 1– Documentation of Existing Conditions

Upon receipt of an executed contract and site plan in Autocad or Microstation, The CONSULTANT will initiate this analysis. The CONSULTANT will meet at the site to review the project site plan and the proposed circulation and access. The limits of the study area are proposed to include the area bordered by 15th Street to the north, 20th Avenue to the east, 23rd Avenue to the west and US Highway 90 to the south. The CONSULTANT will conduct peak hour traffic counts at:

US Highway 90/23 rd Avenue	15 th Street/23 rd Avenue	14 th Street/23 rd Avenue
US Highway 90/22 nd Avenue	15 th Street /22 nd Avenue	14 th Street/22 nd Avenue
US Highway 90/21 st Avenue	15 th Street /21 st Avenue	
US Highway 90/20 th Avenue	15 th Street /20 th Avenue	

The traffic counts will be used to document the existing traffic volumes adjacent to the site and used for analysis of future conditions and for identifying the impacts of street closures. The operational characteristics of the adjacent street traffic will be evaluated using the information provided in the Highway Capacity Manual (HCM).

A field review of the project site will be conducted to document the existing conditions of the study area and the traffic control at the study intersections within the project limits. Existing roadway geometrics will be obtained from US Highway 90 adjacent to the project site. Sight distance limitations at the study intersections will be evaluated.

Task 2 - Trip Generation/Assignment

Redevelopment site plans will be the basis for trip generation traffic projections. The project site plan will be provided in Autocad (or Microstation) illustrating the locations of the proposed developments on the project site and proposed site circulation. If a different land use is proposed, that information will need to be provided to The CONSULTANT by the LPA so that The CONSULTANT can more accurately estimate the traffic generation for the site.

The proposed land uses on the project site include the Mississippi Aquarium and the CTA Gulfport Transit center. Upon confirmation of the proposed land uses and development intensity for the site, the trip generation of the site will be developed. The trip generation characteristics of the proposed development will be calculated using the Institute of Transportation Engineers (ITE), Trip Generation, 9th Edition. The site specific trip generation will then be evaluated from the project site in the opening year (2020). An assignment of the site traffic will be conducted based on the demographic distribution in the study area and on the roadways that provide access to the project site. Existing traffic volumes will be redistributed on the roadway network based on the planned roadway closures that are part of the development of the project site.

Task 3 – Evaluation of Off-Site Traffic Impacts

The site traffic will then be added to the (redistributed) non-site traffic to evaluate the impacts to roadways adjacent to the site for buildout (2020). The geometric improvements at the study intersections will be identified (if needed) to accommodate the development of the site. The site traffic circulation will be evaluated to identify the traffic control recommendations at the project access roadways. The intersections identified in this analysis include the ten intersections listed in Task 1.

The project related impacts will be evaluated using the Highway Capacity Manual to identify deficiencies in operation at the study intersections. Corresponding geometric improvements will be recommended to mitigate the failing levels of service identified in this analysis for the site driveways/adjacent intersections within the study area (if necessary). Turning radii improvements, sight distance limitation and other intersection improvements will be considered in the analysis of the study area intersections.

Task 4 – Conceptual Layouts

Horizontal and vertical layouts will be developed using AASHTO design vehicles and one custom vehicle using specifications provided by Coast Transit Authority. Intersection radii at 20th Avenue intersections with US 90 and 15th street will be developed and a vertical alignment on 20th Avenue at US 90 will be developed.

Final Deliverables

The off-site traffic impacts will be summarized in a report (3 copies) documenting the *Traffic Analysis* to the client for submittal to MDOT and LPA for approval. Recommendations will be included in the document identifying geometric improvements (if needed) at the proposed site access roadways.

Conceptual layouts will be provided in Autocad (or Microstation).

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 located on the MDOT Roadway Design Division's File Transfer Protocol (FTP) site, 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, unless stated otherwise by the MDOT.

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.

For other type contract plans sheets:

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.

Other provisions herein notwithstanding, in emergencies due to bridge damage, verbal NTP with a follow-up letter of authorization may be given to the CONSULTANT by the LPA, or designee, to

assess the damage, make recommendations for remedial safety measures and obtain essential information for preparing an estimate of time and cost.

As a minimum, the Scope of Work shall be divided into two phases as follows:

FIELD REVIEW PLANS

- Part 1 -- Pre-Design Conference
- Part 2 -- Conceptual Plans
- Part 3 -- Preliminary Right-of-Way Plans
- Part 4 -- Highway Hydraulic Design
- Part 5 -- Field Inspection Plans
- Part 6 -- Final Right-of-Way Plans
- Part 7 -- Final Right-of-Way Easements

OFFICE REVIEW PLANS

- Part 1 -- Design Conference
- Part 2 -- Office Review Plans
- Part 3 -- Final Contract Plans

ENVIRONMENTAL STUDIES:

A. GENERAL:

The CONSULTANT will perform Engineering and environmental assessments and prepare the National Environmental Policy Act (NEPA) Document, draft/preliminary and final, in accordance with the US Department of Transportation, Federal Highway Administration Technical Advisory T 6640.8A, Guidance for Preparing and Processing Environmental Documents and Section 4 (F) Documents; Federal-Aid Policy Guide 23 CFR 770, 771, 772, and 777; and MDOT Project Development/Environmental Documentation, S.O.P. No. ENV-02-01-00-000 and other related Federal and State procedures that are in effect at the time of the CONTRACT.

The CONSULTANT will perform Cultural Resources surveys, testings, assessments, and mitigations and will prepare reports, draft/preliminary and final, in accordance with MDOT and Mississippi Department of Archives and History (MDAH) cultural resources guidelines and in accordance with all Federal codes and regulations related to cultural resources management that are in effect at the time of the CONTRACT.

B. FEASIBILITY STUDIES: Not Applicable

C. CONCEPTUAL PLANS:

Conceptual roadway plans have been provided by the LPA.

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. Perform hydraulic survey according to the MDOT Survey Manual;
4. Participate in centerline inspection (hub-line review) immediately following its location to determine if any adjustments are necessary. The CONSULTANT shall make all necessary adjustments resulting from this inspection, and shall also make any adjustments necessary as a result of the centerline inspection(s) from the adjacent project(s);
5. Perform complete topographic survey along proposed centerline in accordance with the MDOT Survey Manual;
6. By the time Preliminary Right-of-Way (ROW) plans are developed, the CONSULTANT will be required to establish the location of property lines, determine ownership from deeds of record, and develop a Property Map of the project according to standard, recognized surveying procedures in preparation for Right-of-Way documents meeting the Mississippi Board's "Standards of Practice" for surveying in the State of Mississippi as set forth and published by the State Board of Licensure for Professional Engineers and Surveyors. The following are required MDOT elements:
 - a) A detailed and diligent search and collection of property corners, ROW markers, and property line evidence shall be conducted on all parcels in or connecting to the limits of the project. A detailed description of the property evidence found will be required for each point collected;
 - b) Existing highway ROW, local road ROW, railroad ROW, and utility ROW that fall within the topographic limits of the project shall be collected.;
 - c) Each land parcel boundary in or connecting to the limits of the project shall be drawn and the boundary lines delineated as; from evidence or deed. Each individual parcel to be labeled with the following: owner name and tax parcel number. All GLO lines intersecting the project labeled with appropriate Section, Township, and Range information. Lot and block or tract numbers of property and adjoining lots of Subdivisions;

- d) All corners and evidence found shall be labeled with coordinates and the description of the evidence found. It shall not be necessary to show station/offset to any corners or to property lines at their intersection with the existing centerline. No ROW markers or property corners symbology shall be shown unless they are collected in the field;
 - e) Any distances or bearings shown on this drawing shall be grid;
 - f) North arrow;
 - g) The property point ASC II file shall be printed by the consultant and the professional surveyor in charge of the project shall certify by signing and placing his or her seal on each page that the coordinate values of this file meets or exceeds requirements for land class "B", as required by Mississippi Board of Licensure for Professional Engineers and Land Surveyor's "Standards of Practice" for Land Surveying in the State of Mississippi.
7. In the case of any discrepancy or ambiguity between the MDOT Survey Manual, the Mississippi Board's "Standards of Practice" or specifications listed within this CONTRACT the CONSULTANT shall adhere to the most stringent requirement for the specific task in question, unless otherwise directed in writing by a representative of the MDOT authorized to make alterations to this CONTRACT; and
8. The location of any utility shall be delineated, as described in the MDOT Survey Manual.

B. General Assessment Requirements

- 1. The CONSULTANT will solicit comments from USACE regarding potential for Section 404/10 wetland jurisdiction and will include USACE response with ENV 160 Submittal.
- 2. The CONSULTANT will solicit Mississippi Department of Archives and History (MDAH) for comments pertaining to potential impacts to nearby recorded landmark sites as well as overall project compliance with the National Historic Preservation Act of 1966.
- 3. If required, the CONSULTANT or its SUB-CONSULTANT will complete a Cultural Resources Survey in accordance with MDAH requirements.
- 4. The CONSULTANT or its SUB-CONSULTANT will submit the Cultural Resources Survey to MDAH for review and concurrence and will coordinate with MDAH during their review process, as needed.
- 5. The CONSULTANT will include the MDAH concurrence letter with the ENV 160 submittal.

SURVEY DATA SUBMITTAL:

1. At the end of PHASE A, the CONSULTANT shall submit two copies of a CD containing the following information (This is in addition to the CADD files required to be submitted):

- a) An ASCII file containing the horizontal and vertical control point information established by the consultant. Naming of the file shall be firm's name_fms#_detail code#_Control.txt. File format shall be point number, northing, easting, elevation, and point description.
- b) An ASCII file containing the field collected property point information. Naming of the file shall be firm's name_fms#_detail code#_property.txt. File format shall be point number, northing, easting, elevation, and point description. Also this file shall be printed by the consultant and the professional surveyor in charge of the project shall certify by signing and placing his or her seal on each page that the coordinate values of this file meets or exceeds requirements for land class "B", as required by Mississippi Board of Licensure for Professional Engineers and Land Surveyor's "Standards of Practice" for Land Surveying in the State of Mississippi. This file shall be scanned and submitted in a pdf format. Naming of the file shall be firm's name_fms#_Detail code#_property certification.pdf.
- c) An ASCII file containing the preliminary ROW marker coordinates. Naming of the file shall be firm's name_fms#_detail code#_preliminary_row.txt. File format shall be point number, northing, easting, RWM, and station-offset.
- d) A pdf file containing the alignment geometry data. Naming of the file shall be firm's name_fms#_detail code#_alignments.pdf. The consultant shall describe each alignment (mainline, ramps, loops, detours, local roads, other) and save to a text file. Each text file shall be incorporated into the PDF with bookmarks for each alignment. Naming of each bookmark will be such that users will be able to associate the name with a physical location on the project. A certification by the Professional Engineer and Professional Surveyor stating alignment data contained in the PDF is the final alignments as of the certified date and were staked in the field as shown. This certification shall be in the form of a cover sheet in the pdf bearing the seal, date, and signature of each of the professionals.
- e) A PDF file containing the completed MDOT survey notification forms for each landowner along the project. Naming of the file shall be firm's name_fms#_detail code#_survey_notification.pdf
- f) An ASCII file containing all topographic points collected for the project. Naming of the file shall be firm's name_fms#_detail code#_topo.pdf. File format shall be point number, northing, easting, elevation, point code, line code: point description.
- g) An ASCII file containing hydraulic profile data collected for the project. Include points at all the major breaks. File Format shall be point number, Station/elevation, point code, point description.

2. At the end of PHASE B, the CONSULTANT shall submit two copies of a CD containing the following information:

An ASCII file containing the final ROW marker coordinates used for field staking. Naming of the file shall be firm's name_fms#_detail code#_final_row.txt. File format shall be point number, northing, easting, RWM, and station-offset. A certification bearing the seal, date, and signature of the Professional Surveyor shall accompany this file stating accuracy requirements listed below were achieved. The accuracy standards for placement of monuments shall be 0.05 feet relative to the project control established by MDOT or in accordance with Mississippi Board's "Standards of Practice, Class "A", for surveying in the State of Mississippi as set forth and published by the State Board of Registration for Professional Engineers and Land Surveyors". The more stringent of these two accuracy standards will apply and shall be used. The top of the pins shall be two to six inches below the ground surface.

PHASE A: FIELD REVIEW PLANS:

Roadway plans shall conform to the MDOT Roadway Design Division's CADD specifications as described in the MDOT Roadway Design Division's CADD User's Manual. When field inspection plans are submitted, all hydraulic calculations (for drainage areas under 1000 acres) shall be included.

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. **ROADWAY PLANS:** Title Sheet(s), typical sections, plan-profile sheets, traffic control sheets, conceptual permanent directional signing and traffic signal layout sheets, conceptual pavement marking sheets, special design sheets where needed, phase construction sheets as required (plan & elevation) and ROW limits with or without property boundaries.

The CONSULTANT shall conduct an over/under analysis to determine the most cost-effective solution for which route to be bridged. Factors which may dictate this solution include, but are not limited to, ROW acquisition, maintenance of traffic, bridge cost, existing elevations at both proposed roadways, and constructability.

The CONSULTANT shall submit the interchange ramp alignments to the LPA to ensure accurate alignment information after the interchange configuration has been approved. The CONSULTANT will make any adjustments deemed necessary by the LPA.

A lighting plan shall be included in the conceptual plans. The CONSULTANT shall determine the most effective means of lighting the roadway to achieve the desired lighting levels. The conceptual plans shall show the location of the proposed lighting assemblies and provide information for the LPA's review. Height of poles, number of luminaries, type of lamps and any special features required shall be indicated on the plans. The CONSULTANT shall ensure that the proposed layout satisfies the AASHTO and FHWA requirements for the type of roadway being lit.

Part 3 - PRELIMINARY RIGHT-OF-WAY PLANS

The CONSULTANT shall prepare and submit Preliminary Right-of-Way plans in accordance with the LPA's format based on the approved conceptual plan. The Preliminary Right-of-Way plans shall contain the title sheet, typical sections, and plan and profile sheets showing all geometrics, profile grades, construction limits, and Preliminary Right-of-Way limits. The Preliminary Right-of-Way limits shall be consistent with the Conceptual Right-of-Way that was presented during the environmental process, subject to changes as needed based on preliminary design.

Part 4 – HIGHWAY HYDRAULIC DESIGN – Not Applicable

Part 5 - 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. ROADWAY 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 permanent directional signing and traffic signal layout sheets, preliminary pavement marking sheets, Right-of-Way limits, 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. The Right-of-Way limits will be based on the normal border width, and will represent the actual proposed Right-of-Way for the project.

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 6 - FINAL RIGHT-OF-WAY PLANS

Subsequent to the Field Inspection, the CONSULTANT shall make all necessary changes which arise during the inspection. After completion of all revisions and changes requested by the LPA, the CONSULTANT shall furnish four (4) sets of Draft Final Right-of-Way plans and one (1) set of Draft Final Right-of-Way cross-sections for review by the LPA. Allow approximately four (4) weeks for LPA review, after which time the CONSULTANT shall meet with the LPA for a Draft Final Right-of-Way review to discuss the necessary changes.

Upon completion of any and all changes, the CONSULTANT shall submit plan sheets of the project which show the Right-of-Way and all public and private utility locations and ownerships which will be affected by the construction. The CONSULTANT shall submit one (1) set of cross

sections for the project. The CONSULTANT shall also provide the LPA with written update Right-of-Way and construction cost estimates. These estimates shall be based on historical cost data from similar recent MDOT projects.

The CONSULTANT shall include revised preliminary bridge drawings with the submittal of Final ROW plans.

All related electronic files for these Right-of-Way plans shall be submitted along with the plans on CD/DVD with a project description (including Project Number, Route, County) listed on the exterior of the disk along with the words "Final RIGHT-OF-WAY." In lieu of CD/DVD, the CONSULTANT may transmit the files by FTP or e-mail. The electronic CADD files may be in a compressed (zipped) format. The CONSULTANT shall, if requested by the LPA, attend any meetings concerning the project. Any changes or revisions required as a result of the above reviews shall be considered as part of the covered work.

At the time Final Right-of-Way Plans are submitted, a copy of all hydraulic calculations (for drainage areas under 1000 acres) shall be submitted. For each cross drain, a completed Culvert Design Form from Chapter 7 of the MDOT Roadway Design Manual shall be included. For closed storm sewer systems, a network flow diagram or chart indicating flow rates in each inlet and pipe shall also be included.

The Final Right-of-Way Plans shall be accompanied by a written certification and completed checklist from the CONSULTANT that a detailed check of all geometric design items has been made prior to submission. This certification is to include criteria specified on the RWD-600, as well as design elements described in the current version of the AASHTO Policy on Geometric Design of Highways and Streets, other applicable AASHTO publications, the current version of the MDOT Roadway Design Manual, and current Roadway Design memos. Any approved Design Exceptions or Design Variances shall be noted on and attached to this certification. The plans will not be accepted without this written certification and completed checklist.

NOTE: Preliminary Right-of-Way Plans, Field Inspection Plans, Final Right-of-Way Plans and Revised Right-of-Way Plans shall be submitted in the following two formats:

- a) Black & White PDF images (22"x34.6", 400-600DPI) on CD/DVD or other approved media as described in Roadway Design Division's CADD Manual.
- b) Printed 1/2 Scale Plan Sheets.

Part 7 - FINAL RIGHT-OF-WAY EASEMENTS

The LPA may opt to negotiate a fee with the CONSULTANT for preparation of Final Right-of-Way plans including deed research, location of property lines, preparation of acquisition (appraisal) maps and preparation of plats for conveyance and legal descriptions prepared in accordance with the Standards of Practice for Surveying in the State of Mississippi. Not included are a title search, property acquisition and closing.

One (1) acquisition is anticipated from an entity related to the LPA which will be accomplished by an easement. A survey plot plan and field staking will be provided.

PHASE B: OFFICE PLANS:

PHASE B shall consist of all services required for the production of final contract plans.

Roadway plans shall conform to Roadway Design Division's CADD specifications as described in Roadway Design Division's CADD USER'S MANUAL. When Field Inspection plans are submitted, all hydraulic calculations (for drainage areas under 1000 acres) shall be included.

Bridge plans shall conform to Bridge Division's CADD specifications as described in the Bridge Division CADD Manual.

Unless stated otherwise in the CONTRACT, the following specific requirements are typical for this phase:

Part 1 - DESIGN CONFERENCE

The purpose of the Design Conference is to discuss any updated procedures or policies the LPA may have enacted that would impact the final design phase of the project. These items would not be considered extra work but would help to minimize the number of corrections that are generated at the Office Review stage. The design conference may also require a visit to the project site.

Part 2 – 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 and quantity calculations in 8.5"x11" format for review by the LPA. A pdf file of the quantity calculations shall also be submitted. 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 3 - 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. **ROADWAY PLANS:** Title sheet; detailed index; general notes; typical sections; summary of quantities; estimated quantities; plan-profile sheets; special design sheets; traffic control plan; complete form grades for interchange ramps, loops, and channelized intersections (in accordance with current Design Manual, at 25 feet intervals); permanent directional signing sheets that include layouts, details (signs and overhead assemblies), traffic signal relocation, and estimated quantities; detailed pavement marking sheets; Right-of-Way Coordinate Sheet(s), final cross-sections; and all notes and data used to develop the plans.

Lighting plans shall include lighting layouts; legend; lighting notes; summary of quantities; estimated quantities; special design sheets and special provisions.

- B. Submittal: Unless otherwise specified in the CONTRACT, after all revisions have been made, the CONSULTANT shall submit the final contract plans including all survey notes, design, special provisions, estimates of cost and revised quantity computations (2 sets), Two (2) complete sets of structural design computations, Two (2) complete sets of the Bridge Load Rating Report, structure quantity estimates and all notes or other data used in development of the plans including Raw Data and ASCII coordinate files. The design computations shall be legible, neat and orderly, and properly identified and referenced. All analysis computations and pertinent sketches are understood to be part of the design computations.

The final contract plans shall be accompanied by a written certification and completed checklist from the CONSULTANT that a detailed check of the plans, including quantity computations, has been made prior to submission. This review is to include a detailed check of the earthwork quantities for any amount of earthwork, unless otherwise approved by the LPA. The CONSULTANT shall submit a list of all comments, the resolution to the comments, and one (1) PDF scan of the marked-up plans used to complete the CONSULTANT's internal quality control review to confirm that a detailed review has been performed by the CONSULTANT prior to final contract plans submittal. The plans may not be accepted without this written certification and completed checklist.

Final contract plans shall be submitted as original drawings.

All related electronic files shall be submitted with original drawings on CD/DVD with a project description (including Project Number, Route, and County) and the words "Final Plans," and the date written on the exterior of the disk. In lieu of CD/DVD, the CONSULTANT may transmit the files by FTP or e-mail. The electronic CADD files may be in a compressed (zipped) format.

The CONSULTANT shall prepare all special provisions pertinent to the intent of the plans unless the LPA has on hand suitable special provisions that will be used.

TRAFFIC ENGINEERING:

A. PERMANENT SIGNING PLANS AND DETAILS:

Permanent signing and signal plans and details for new construction projects shall be developed in accordance with the requirements of the MUTCD, MDOT signing policies and practices and at the direction of the Roadway Design Division Engineer, while in consultation with the Traffic Engineering Division.

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on an actual cost-plus fixed-fee basis with an upset limit of \$107,444.18 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 SERVICE 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 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 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 this CONTRACT in accordance with Federal and the LPA requirements.

All overhead rates submitted to MDOT for approval shall comply with the current edition of the AASHTO Audit Guide, 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. This policy will include no meal reimbursement when there is no overnight stay. **However, Direct costs for lodging shall be reimbursed in accordance with FAR 31.205-46(a)(2).**

All direct costs must be substantiated by supporting data in accordance with the MDOT State Travel Handbook, 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 \$6,659.73, 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 \$107,444.18 (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	55,565.95	2,484.20	6,659.73	42,734.28	\$107,444.18

EXHIBIT 4 **SAMPLE CSU-001 - COST PLUS FIXED FEE**

REV 4/01/2016

LPA-CSU-001 For LPA's

Date Processed January 0, 1900
 Vendor Number \$1000000000
 Project No. 0
 In Account With 0
 Contract Number CS 000000
 Est. No. 0

P.O. No. 3941
 Invoice Number : 0
 Sheet No. 1

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
 MDOT REIMBURSEMENT ESTIMATE - RECAP SHEET

MDOT Project Number 0
 County 0
 Address 0
 Surety Period January 0, 1900

Document No.

Line Item	OCA	User Code 1	Object	Project Number / Detail Code	User Code 2	Current Period	Previous Estimate	Total Allowed to Date
Total Participating Cost	000001	0	0	0	0	0.00	0.00	0.00
Total						0.00	0.00	0.00
Total All Work Due						0.00	0.00	0.00
Total Net Work Due						0.00	0.00	0.00

Quantities Checked	Contract Not To Exceed Amount	AMOUNT OF PAYMENT FOR PROGRESS ESTIMATES AND FINAL ESTIMATES SHOULD BE ROUNDED TO THE NEAREST CENTS (\$0.00)
Original Signed	\$0.00	
C00000000	NTP Date	
LPA Official 0	January 0, 1900	
Approved By:	Termination Date	
	January 0, 1900	

Consultant Services Unit Engineer - Scot Ehrgott, P.E.

% Matching Funds Deduction for LPA	001	00000	0	0	0.00	0.00	0.00
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0.00000%	TOTAL Net Amount Owed to the LPA	0.00	0.00	0.00
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THE SOLE PURPOSE OF THE ENGINEER'S SIGNATURE IS TO ACKNOWLEDGE THAT THE LPA HAS SUBMITTED ALL REQUIRED DATA BY THE LPA MANUAL FOR PAYMENT

BMA Project #17-3550A
 CofG 20th Avenue Improvements Project

EXHIBIT 4

SAMPLE INVOICE – COST PLUS FIXED FEE

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. 00-0000-00-000-00
County _____

<u>Employee and Classification</u>	<u>Pay Period Date</u>	<u>Rate of Pay</u>	<u>Period Hours</u>	<u>Period Costs</u>	<u>Period Costs</u>	<u>To Date</u>
DIRECT LABOR AND DIRECT COSTS						
John P. Public, Jr Engineer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Designer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Engineer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Technician		0.00	0.0	0.00	0.00	0.00
Sub Total			0.0	0.00	0.00	0.00
Payroll Additives				0.00	0.00	0.00
Total Labor				0.00	0.00	0.00
Fixed Fee				0.00	0.00	0.00
Direct Costs				0.00	0.00	0.00
Subconsultant(s)				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, and 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 U. S. 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 this 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-kick back 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 CONSULTANT or subconsultant 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 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 a 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; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (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:
 - (f) 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.
 - (g) 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-consultants 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,
- (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 12th day of March, 2018.

BROWN, MITCHELL & ALEXANDER, INC.

Dax Alexander
Dax Alexander, P.E., President

ATTEST: [Signature]

My Commission Expires:

April 29, 2021

[Signature]
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 _____, 2018.

CITY OF GULFPORT
HARRISON COUNTY, MISSISSIPPI

Honorable 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 Senate Bill 2988 from the 2008 Mississippi Legislative Session, "Mississippi Employment Protection Act," as published in Laws, 2008 and codified in the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by 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 MTC 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 MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any subconsultant(s) and/or subcontractor(s) in connection with the performance of this Contract, the undersigned will secure from such subconsultant(s) and/or subcontractor(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 MTC, if requested, for the benefit of the MTC or this Contract.

170798

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: Dax Alexander
Authorized Officer or Agent

3/12/18
Date

Dax Alexander P.E.
Printed Name of Authorized Officer or Agent

President, Brown, Mitchell & Alexander, Inc.
Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 12th day of March, 2018.

Michelle Phillips
NOTARY PUBLIC
My Commission Expires: April 29, 2021

* 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.

CITY OF GULFPORT 20TH AVENUE IMPROVEMENTS

Harrison County

Project Number STP-7822-00(004) LPA/107556-701000

BROWN, MITCHELL & ALEXANDER, INC.

3/8/2018

[illegible]

Summary

CITY OF GULFPORT 20TH AVENUE IMPROVEMENTS

Harrison County

Project Number STP-7822-00(004) LPA/107556-701000

BROWN, MITCHELL & ALEXANDER, INC.

3/8/2018

	Man-Hours	Sub-Consultants Fee	Salary Cost	Overhead	FCCM	Total Labor Cost	Direct Cost	Fixed Fee	Total Cost
Activation	14		\$523.36	\$839.57	\$1.67	\$1,364.61	\$62.80	\$163.55	\$1,590.96
Meetings	122		\$3,801.09	\$6,097.71	\$12.16	\$9,910.96	\$421.40	\$1,187.86	\$11,520.22
Environmental	54	\$7,083.00	\$1,751.56	\$2,809.85	\$5.60	\$4,567.02		\$547.37	\$12,197.38
Geotechnical		\$0.00							
Roadway/Traffic Study	233	\$35,651.29	\$6,984.88	\$11,205.14	\$22.35	\$18,212.38		\$2,182.80	\$56,046.47
Bridge									
Hydraulics									
Survey	159		\$3,604.88	\$5,782.95	\$11.54	\$9,399.36		\$1,126.54	\$10,525.90
PS&E/Advertisement	159		\$4,645.10	\$7,451.67	\$14.86	\$12,111.63	\$2,000.00	\$1,451.61	\$15,563.25
Total	741	\$42,734.28	\$21,310.87	\$34,186.91	\$68.17	\$55,565.95	\$2,484.20	\$6,659.73	\$107,444.18

Grand Total \$107,444.18

Notes: Project information at the top of this sheet is linked to all the tabs in the workbook, so it only has to be filled out on this page.

All hour and fee amounts for each tab are linked to this summary page. If more tabs are needed for additional work or sub-consultant fees, please link to this page and highlight in red font.

All links and formulas contained in this workbook are included for convenience only. It is the consultant's responsibility to ensure all information is accurate prior to submittal.

Task items in each tab should not be considered as an exhaustive list of potential items of work. Please insert any line items that are considered to be project specific rather than absorbing the hours in items already listed.

Activation Sheet

CITY OF GULFPORT 20TH AVENUE IMPROVEMENTS

Harrison County

Project Number STP-7822-00(004) LPA/107556-701000

BROWN, MITCHELL & ALEXANDER, INC.

3/8/2018

	No.	Estimated Hours									
MDOT Process Item Description	Sheets	PRINCIPAL ENGINEER	PROF ENGINEER IV	PROF ENGINEER II	PROF ENGINEER I	DESIGN / CADD TECH	ADMIN	Labor Classification	Labor Classification	Labor Classification	Total Hours
Project Activation				1.0							1.0
LPA 100				1.0			1.0				2.0
LPA 700/800							1.0				9.0
Kickoff Meeting		2.0	2.0	2.0	2.0						2.0
Quality Control		1.0	1.0	0.0							
Total Hours		3.0	3.0	4.0	2.0		2.0				14.0

Raw Labor Rates

\$48.46

\$40.82

\$35.86

\$31.82

\$27.55

\$24.22

Labor Cost

\$ 145.38

\$ 122.46

\$ 143.44

\$ 63.64

\$ 48.44

\$523.36

Overhead

%

160.42%

\$839.57

Fixed Fee

%

12.00%

\$163.55

FCCM Overhead

%

0.32%

\$1.67

Direct Costs:

Qty.

Unit Price¹

Mileage

80.0

\$0.535

\$42.80

Meals

Lodging

Postage

Supplies

Reproductions

100.0

\$0.20

\$20.00

Other

¹ See State Travel Handbook

Total Direct Costs:

\$62.80

Prime Total

\$1,590.96

Subconsultant A

Subconsultant B

Subconsultant Total

Project Total

\$1,590.96

Meetings Sheet

CITY OF GULFPORT 20TH AVENUE IMPROVEMENTS

Harrison County

Project Number STP-7822-00(004) LPA/107556-701000

BROWN, MITCHELL & ALEXANDER, INC.

3/8/2018

MDOT Process Item Description	No.	Estimated Hours									
	Sheets	PRINCIPAL ENGINEER	PROF ENGINEER IV	PROF ENGINEER II	PROF ENGINEER I	ENGINEER INTERN	DESIGN / CADD TECH	ADMIN	Labor Classification	Labor Classification	Total Hours
Field Review											
Print and Distribute Plans				1.0	2.0		4.0				7.0
Conduct Plan in Hand review				3.0	3.0						6.0
Prepare Field Review Report				1.0	4.0		4.0				9.0
Office Review											
Print Plans and Specifications							9.0	9.0			18.0
Compile Design Notebook				4.0	16.0			6.0			26.0
Prepare ROW/Util Status Report				4.0	9.0			2.0			15.0
Conduct Plan Review				4.0	4.0						8.0
Prepare Office Review Report				2.0	4.0			6.0			12.0
PS&E Assembly											
MDOT Coordination			4.0	4.0	4.0			4.0			16.0
Quality Control		3.0	2.0	0.0							5.0
Total Hours		3.0	6.0	23.0	46.0		17.0	27.0			122.0

Raw Labor Rates	\$48.46	\$40.82	\$35.86	\$31.82	\$24.16	\$27.55	\$24.22	
Labor Cost	\$ 145.38	\$ 244.92	\$ 824.78	\$ 1,463.72		\$ 468.35	\$ 653.94	\$3,801.09

Overhead	%	160.42%	\$6,097.71
Fixed Fee	%	12.00%	\$1,187.86
FCCM Overhead	%	0.32%	\$12.16

Direct Costs:	Qty.	Unit Price ¹	
Mileage	40.0	\$0.535	\$21.40
Meals			
Reproductions	2000.0	\$0.20	\$400.00
Other			

¹ See State Travel Handbook

Total Direct Costs: \$421.40

Prime Total \$11,520.22

Subconsultant A	
Subconsultant B	
Subconsultant Total	

Project Total \$11,520.22

Environmental Sheet

CITY OF GULFPORT 20TH AVENUE IMPROVEMENTS

Harrison County

Project Number STP-7822-00(004) LPA/107556-701000

BROWN, MITCHELL & ALEXANDER, INC.

3/8/2018

MDOT Process Description	Item	No.	Estimated Hours										
		PROJECT ENGINEER IV	PROF ENGINEER IV	PROJECT ENGINEER II	PROF ENGINEER I	DESIGN / CADD TECH	ENVIRONMENTAL SCIENTIST	ADMIN	Labor Classification	Labor Classification	Labor Classification	Total Hours	
Construction Stormwater Permitting													
	SCNOI preparation				2.0		4.0					6.0	
	SWPPP preparation			2.0			8.0					10.0	
	Water Quality Certification Calculations				2.0	4.0	2.0					8.0	
	Erosion Control Plan and BMP Details				2.0	4.0	2.0					8.0	
	Coordination with MDEQ						4.0						
ENV-160 Permitting													
	ENV-160 preparation						4.0	2.0				6.0	
	MDOT & Contractor coordination						8.0					8.0	
	Resource Agencies Coordination						8.0					8.0	
Totals		0.0	0.0	0.0	4.0	4.0	8.0	40.0	2.0	0.0	0.0	0.0	54.0
Total Hours					4.0	4.0	8.0	40.0	2.0				54.0

Raw Labor Rates	\$48.46	\$40.82	\$35.86	\$31.82	\$27.55	\$30.30	\$24.22						
Labor Cost			\$ 143.44	\$ 127.28	\$ 220.40	\$ 1,212.00	\$ 48.44						\$1,751.56

Overhead	%	160.42%	\$2,809.85
Fixed Fee	%	12.00%	\$547.37
FCCM Overhead	%	0.32%	\$5.60

Direct Costs:		Qty.	Unit Price ¹	
Mileage		100.0	\$0.535	\$53.50
Meals				
Lodging				
Postage				
Supplies				
Reproductions		0.0	\$0.20	

¹ See State Travel Handbook

Total Direct Costs:

Prime Total \$5,114.39

TerraXploration	\$7,083.00
Subconsultant B	\$0.00
Subconsultant Total	\$7,083.00

Project Total \$12,197.38

Environmental Sheet - Subconsultant B
CITY OF GULFPORT 20TH AVENUE IMPROVEMENTS
Harrison County
Project Number STP-7822-00(004) LPA/107556-701000
TERRAXPLORATIONS ARCHAEOLOGICAL SURVEY
3/8/2018

MDOT Process Item Description	No.	Estimated Hours									
	Sheets	PRINCIPAL / ARCHAEOLOGIST	ARCHAEOLOGICAL HISTORIAN	ARCHAEOLOGICAL FIELD DIRECTOR	ARCHAEOLOGICAL TECHNICIAN	DESIGN / CADD TECH	LAB DIRECTOR	LAB TECHNICIAN	ADMIN	Total Hours	Total Hours
Environmental Documentation											
Cultural Resources Survey		16.0	16.0	16.0	32.0	8.0	4.0	6.0	2.0	100.0	100.0
										0.0	
Totals	0.0	16.0	16.0	16.0	32.0	8.0	4.0	6.0	2.0		100.0
Total Hours		16.0	16.0	16.0	32.0	8.0	4.0	6.0	2.0		100.0
Raw Labor Rates		\$69.11	\$42.67	\$48.00	\$31.07	\$31.07	\$22.74	\$22.19	\$22.74		
Labor Cost		\$ 1,105.76	\$ 682.72	\$ 768.00	\$ 994.24	\$ 248.56	\$ 90.96	\$ 133.14	45.5		\$4,068.86
							Overhead	%	48.1800%		\$1,960.38
							Fixed Fee	%	12.00%		\$723.51
							FCCM Overhead	%	0.00%		\$0.00
Direct Costs:											
							Qty.	Unit Price ¹			
							Mileage	350.0	\$0.535	\$187.25	
							Meals				
							Lodging		\$75.00	\$0.00	
							Postage	1.0	\$30.25	\$30.25	
							Curation	1.0	\$300.00	\$300.00	
							Reproductions				
							Other				
							¹ See State Travel Handbook				
							Total Direct Costs:				\$330.25
							TerraXplorations Total				\$7,083.00

Geotechnical Sheet
CITY OF GULFPORT 20TH AVENUE IMPROVEMENTS
Harrison County
Project Number STP-7822-00(004) LPA/107556-701000
BROWN, MITCHELL & ALEXANDER, INC.
3/8/2018

MDOT Process Item Description	No.	Estimated Hours									
	Sheets	PRINCIPAL ENGINEER	PROF ENGINEER IV	PROF ENGINEER II	PROF ENGINEER I	DESIGN / CADD TECH	ADMIN	Labor Classification	Labor Classification	Labor Classification	Total Hours
Geotechnical Field Investigation											
Coordinate Field Investigation											
Data Assimilation											
Pile Capacities											
Report Preparation											

Total Hours

Raw Labor Rates \$48.46 \$40.82 \$35.86 \$31.82 \$27.55 \$24.22
Labor Cost

Overhead %
Fixed Fee % 12.00%
FCCM Overhead % 0.32%

Field and Lab.

Qty. Unit Price¹

Total Direct Costs:

QES

Prime Total

Subconsultant A
Subconsultant B
Subconsultant Total

#VALUE!

\$0.00

Project Total

Geotechnical Sheet

CITY OF GULFPORT 20TH AVENUE IMPROVEMENTS

Harrison County

Project Number STP-7822-00(004) LPA/107556-701000

3/8/2018

MDOT Process Item Description	No.	Estimated Hours									
	Sheets	PRINCIPAL ENGINEER	PROF ENGINEER II	PROF ENGINEER I	DESIGN / CADD TECH	ADMIN	Labor Classification	Labor Classification	Labor Classification	Total Hours	Total Hours
Geotechnical Field Investigation											
Coordinate Field Investigation										0.0	
Data Assimilation										0.0	
Pile Capacities										0.0	
Report Preparation										0.0	

Totals

0.00.00.00.00.00.00.00.00.00.00.0

Total Hours

Raw Labor Rates
Labor Cost

Overhead %

Fixed Fee %12.00%

FCCM Overhead %0.32%

Field and Lab.

Qty. Unit Price¹

Total Direct Costs:

Prime Total

QES

Subconsultant A
Subconsultant B
Subconsultant Total

#VALUE!

\$0.00

Project Total

Roadway Sheet
CITY OF GULFPORT 20TH AVENUE IMPROVEMENTS
Harrison County
Project Number STP-7822-00(004) LPA/107556-701000
BROWN, MITCHELL & ALEXANDER, INC.
3/8/2018

		No.	Estimated Hours								
MDOT Process Item Description		Sheets	PRINCIPAL ENGINEER	PROF ENGINEER IV	PROF ENGINEER II	PROF ENGINEER I	ENGINEER INTERN	ENGINEER TECH	DESIGN / CADD TECH	ADMIN	Total Hours
Field Review											
	Horizontal Alignment Design										
	Mainline				1.0	3.0			4.0		8.0
	Vertical Alignment Design										
	Mainline-New Alignment and/or Regrade Existing Lanes				1.0	3.0			4.0		8.0
	Cross Sections										
	Cut Existing Cross Sections								6.0		6.0
	Determine Proposed Template Criteria								2.0		2.0
	Generate Proposed Templates								2.0		2.0
	Determine Constructability Issues		2.0		3.0	2.0					7.0
	Phase Construction Details					2.0			4.0		6.0
	Preliminary Earthwork Calculations					3.0			4.0		7.0
	Plan Profile Sheets										
	Sheet Clean-Up and Organization								4.0		4.0
	Erosion Control Sheets								3.0		3.0
	Miscellaneous Sheets										
	Special Design Sheets										
	Conceptual Permanent Striping				1.0	1.0			2.0		4.0
	Conceptual Permanent Signing Plan				1.0	1.0			2.0		4.0
	Traffic Control Plan										
	Evaluate Construction Phasing				2.0						2.0
	TCP Sheets					1.0			3.0		4.0
	TCP Typical Sections					1.0			3.0		4.0
	Revise Plans Per Conceptual Review				1.0	2.0			3.0		6.0
	QA/QC		2.0	3.0	5.0					1.0	11.0
Office Review											
	Typical Sections										
	Add Paving Details & Notes					2.0			4.0		6.0
	Summary of Quantity Sheets										
	Create SQ Sheets					1.0			2.0		3.0
	Select Appropriate Pay Items					1.0	12.0			6.0	19.0
	Estimated Quantity Sheets										
	Earthwork (phased if necessary)		1.0			2.0		1.0	2.0		6.0
	Drainage Structures					2.0		1.0	2.0		5.0
	Permanent Erosion Control				2.0	1.0	1.0	1.0	2.0		7.0
	Traffic Control					2.0	1.0	1.0	2.0		6.0

Roadway Sheet
CITY OF GULFPORT 20TH AVENUE IMPROVEMENTS
Harrison County
Project Number STP-7822-00(004) LPA/107556-701000
BROWN, MITCHELL & ALEXANDER, INC.

[illegible]

Totals	0.0	7.0	8.0	27.0	49.0	18.0	11.0	92.0	26.0	233.0
Raw Labor Rates		\$48.46	\$40.82	\$35.86	\$31.82	\$24.16	\$17.50	\$27.55	\$24.22	
Labor Cost		339.2	326.6	968.2	1559.2	434.9	192.5	2534.6	629.7	\$6,984.88

Overhead	%	160.42%	\$11,205.14
Fixed Fee	%	12.00%	\$2,182.80
FCCM Overhead	%	0.32%	\$22.35

<u>Direct Costs:</u>	Qty.	Unit Price ¹
Mileage	0.0	\$0.535
Postage	0.0	\$33.00
Reproductions	0.0	\$0.20

¹ See State Travel Handbook

Total Direct Costs:

Prime Total	\$20,395.18
-------------	-------------

Canon Engineering, LLC - Electrical	Subconsultant A	\$ 5,808.85
	Subconsultant B	\$29,842.43
	Subconsultant Total	\$ 35,651.29

Project Total	\$56,046.47
---------------	-------------

Roadway Sheet - Subconsultant A
CITY OF GULFPORT 20TH AVENUE IMPROVEMENTS
Harrison County
Project Number STP-7822-00(004) LPA/107556-701000
CANON ENGINEERING, LLC ELECTRICAL DESIGN
3/8/2018

MDOT Process Item Description	No.	Estimated Hours									
	Sheets	PRINCIPAL ENGINEER	PROF ENGINEER IV	PROF ENGINEER I	DESIGN / CADD TECH	ADMIN	ENGINEER TECH	Labor Classification	Labor Classification	Total Hours	Total Hours
Electrical Design											
Electrical Design for Roadway Lighting	4.0	4.0	12.0		60.0	8.0				84.0	84.0
Totals	4.0	4.0	12.0	0.0	60.0	8.0	0.0	0.0	0.0	84.0	84.0
Total Hours											

Raw Labor Rates		\$70.00	\$70.00	\$45.00	\$20.00	\$18.25	\$23.00				
Labor Cost	\$	280.00	\$ 840.00	\$ -	\$ 1,200.00	\$ 146.00	\$ -	\$ -	\$ -		\$ 2,466.00

Overhead	%	110.00%	\$2,712.60
Fixed Fee	%	12.00%	\$621.43
FCCM Overhead	%	0.00%	\$0.00

Direct Costs:	Qty.	Unit Price ¹	
Mileage	12.0	\$0.535	\$6.42
Meals			
Lodging			
Postage			
Supplies			
Reproductions	12.0	\$0.20	\$2.40
Other			

¹ See State Travel Handbook

Total Direct Costs: \$8.82

Canon Total \$ 5,808.85

Traffic Sheet Subconsultant B
CITY OF GULFPORT 20TH AVENUE IMPROVEMENTS
Harrison County
Project Number STP-7822-00(004) LPA/107556-701000
NEEL-SCHAFFER, INC. TRAFFIC STUDY & SIGNAL RELOCATE
3/8/2018

No.		Estimated Hours									
MDOT Process Item Description	Sheets	PRINCIPAL ENGINEER	TRAFFIC ENGINEER	ENGINEER INTERN	DESIGN / CADD TECH	ADMIN	Labor Classificati on	Labor Classificati on	Labor Classification	Total Hours	Total Hours
Traffic Study											
Documentation of Existing Conditions											
Site plan review meeting			8.0	4.0						12.0	12.0
Peak hour Traffic Counts at 11 Intersections				11.0		88.0				99.0	99.0
Evaluation of Data			16.0							16.0	16.0
Field Review		2.0	9.0	3.0						14.0	14.0
Trip Generation/Assignment											
Calculation of Trip Generation			4.0	8.0						12.0	12.0
Assignment of Generated Traffic			4.0	8.0						12.0	12.0
Redistribution of Existing Traffic			8.0	8.0						16.0	16.0
Evaluation of Off-Site Traffic Impacts											
Compile volume projections			1.0	4.0						5.0	5.0
Identify required intersection improvements			8.0	16.0	4.0					28.0	28.0
Develop Traffic Control recommendations			8.0	16.0	4.0					28.0	28.0
Conceptual Layout											
Establish Turning Radii & Channelization			1.0		8.0					9.0	9.0
Signal Plan			3.0	1.0							4.0
Set Vertical Alignment			1.0		8.0					9.0	9.0
Prepare CAD drawings					11.0					11.0	11.0
Final Deliverable											
Quality Control		1.0								1.0	1.0
Report Preparation			2.0	8.0		2.0				12.0	12.0
Electronic File Submittal					1.0					1.0	1.0
Totals	0.0	3.0	73.0	87.0	36.0	90.0	0.0	0.0	0.0		289.0

Raw Labor Rates	\$67.26	\$61.75	\$25.48	\$43.54	\$19.08						
Labor Cost	201.8	4507.8	2216.8	1567.4	1717.2						\$10,210.93
						Overhead	%	157.06%			\$16,037.29
						Fixed Fee	%	12.00%			\$3,149.79
						FCCM Overhead	%	0.11%			\$11.23
						Direct Costs:	Qty.	Unit Price ¹			
						Mileage	720.0	\$0.535	\$385.20		
						Postage	0.0	\$0.00			
						Reproductions	240.0	\$0.20	\$48.00		
						¹ See State Travel Handbook					
						Total Direct Costs:					\$433.20
						Neel-Schaffer, Inc.					\$29,842.43

CITY OF GULFPORT 20TH AVENUE IMPROVEMENTS
Harrison County

BROWN, MITCHELL & ALEXANDER, INC.

3/8/2018

[illegible]

Hydraulics Sheet

CITY OF GULFPORT 20TH AVENUE IMPROVEMENTS

Harrison County

Project Number STP-7822-00(004) LPA/107556-701000

BROWN, MITCHELL & ALEXANDER, INC.

3/8/2018

Office Review												
	Update opinion of Probable Cost											
	Revise plans/special provisions per City comments											
	Revise Plans											
	Estimated Quantities											
	Plan Sheets 1"=20'											
	Misc. Details											
Quality Control												

Totals

Total Hours Total Hours

0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0

Raw Labor Rates

Labor Cost

\$48.46 \$40.82 \$35.86 \$31.82 \$27.55 \$24.22

Overhead % 160.42%

Fixed Fee % 12.00%

FCCM Overhead % 0.32%

Direct Costs:

Qty. Unit Price¹

Mileage \$0.535

Meals

Lodging

Postage

Supplies

Reproductions

Other

¹ See State Travel Handbook

Total Direct Costs:

Prime Total

Subconsultant A

Subconsultant B

Subconsultant Total

Project Total

Survey Sheet

CITY OF GULFPORT 20TH AVENUE IMPROVEMENTS

Harrison County

Project Number STP-7822-00(004) LPA/107556-701000

BROWN, MITCHELL & ALEXANDER, INC.

3/8/2018

		No.	Estimated Hours										
	MDOT Process	Item Description	Sheets	RLS	SURVEY CREW CHIEF	SURVEY CREW MEMBER	CADD TECH	SURVEY OP	CO- OP	Labor Classification	Labor Classification	Labor Classification	Total Hours
	Gather Property Owner Information from Tax Records							4.0					4.0
	Boundary Field Work Oversight												
	Establish/Verify the Primary Horizontal & Vertical Control												
	Establish Secondary Control Points as a Boundary Field Work												
	Establish and Verify Approx. x TBM's (Temporary Benchmarks)												
	Perform Topographic Survey of Main Line (app. 2,000 LF)												
	Topographic Field Work Oversight			9.0									9.0
	Perform Topographic Survey of Intersecting Streets (app. 500 LF)				10.0	9.0							19.0
	Draft R.O.W. Acquisition Parcels			8.0			40.0	4.0					52.0
	Perform Topographic Survey of Drainage Channels												
	Utility Mapping - Locate Underground Utilities per MS. One Call System/Compiling Utility Drawings from Owners - Municipalities			6.0	18.0	17.0		2.0					43.0
	Develop Digital Terrain Model												
	Generate Finalized Existing Conditions Drawing						24.0						24.0
	Quality Control			8.0									8.0
	Total Hours			31.0	28.0	26.0	64.0	10.0					159.0

Raw Labor Rates	\$28.26	\$17.41	\$13.39	\$27.55	\$13.00							
Labor Cost	876.06	487.48	348.14	1763.20	130.00							\$3,604.88

Overhead	%	160.42%	\$5,782.95
Fixed Fee	%	12.00%	\$1,126.54
FCCM Overhead	%	0.32%	\$11.54

Direct Costs:	Qty.	Unit Price ¹
Mileage	0.0	\$0.535
Supplies		
Reproductions	0.0	\$0.20

¹ See State Travel Handbook

Total Direct Costs:

Prime Total	\$10,525.90
Project Total	\$10,525.90

PS&E / Advertisement
CITY OF GULFPORT 20TH AVENUE IMPROVEMENTS
Harrison County
Project Number STP-7822-00(004) LPA/107556-701000
BROWN, MITCHELL & ALEXANDER, INC.
3/8/2018

MDOT Process Description	Item	No.			Estimated Hours								
		Sheets	PRINCIPAL ENGINEER	PROF ENGINEER IV	PROF ENGINEER II	PROF ENGINEER I	DESIGN / CADD TECH	ADMIN	ADMIN	Labor Classification	Labor Classification	Labor Classification	Total Hours
PS&E Assembly													
Right of Way Certification					2.0	4.0		2.0					8.0
Utility Certification					2.0	4.0		2.0					8.0
Encroachment Certification					2.0	4.0		2.0					8.0
Hazardous Waste Certification					2.0	4.0		2.0					8.0
Asbestos Abatement Certification					2.0	4.0		2.0					8.0
Compose Letters					6.0			2.0					8.0
Complile Forms					2.0	5.0		8.0					15.0
Print Plans							8.0						8.0
Assemble Specifications								24.0					24.0
Material Checklist					2.0	4.0		6.0					12.0
MDOT Coordination					16.0								16.0
Advertisement													
Print Plans and Specifications								8.0					8.0
Prepare Advertisement					1.0			1.0					2.0
Bidder Coordination					4.0			8.0					12.0
Receive & Evaluate Bids		2.0			4.0			4.0					8.0
Assemble Bids and Submit					2.0			4.0					6.0
Quality Control			2.0	2.0	0.0	0.0							
Totals		0.0		2.0	47.0	29.0	8.0	75.0	0.0	0.0	0.0	0.0	159.0
Total Hours			4.0	2.0	47.0	29.0	8.0	75.0					159.0

Raw Labor Rates	\$48.46	\$40.82	\$35.86	\$31.82	\$27.55	\$24.22	
Labor Cost	\$ 193.84	\$ 81.64	\$ 1,685.42	\$ 922.78	\$ 220.40	\$ 1,816.50	\$4,645.10

Overhead	%	160.42%	\$7,451.67
Fixed Fee	%	12.00%	\$1,451.61
FCCM Overhead	%	0.32%	\$14.86

Direct Costs:	Qty.	Unit Price ¹
Mileage	0.0	\$0.535
Meals		
Lodging		
Postage	0.0	\$33.00
Supplies		
Reproductions	10000.0	\$0.20 \$2,000.00
Other		

¹ See State Travel Handbook

Total Direct Costs: \$2,000.00

Prime Total \$15,563.25

Subconsultant A	
Subconsultant B	
Subconsultant Total	

Project Total \$15,563.25



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Human Resources

Date: 03/13/2018

Subject: Resolution - approving MOU with Gulfport School District for the Healthy Heroes Program and authorizing the Mayor to execute the same.

Recommendation:

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("this MOU") is by and between the City of Gulfport, Mississippi, hereinafter referred to as the "City," and the Gulfport School District, hereinafter referred to as the "School District," both of which are organized and existing under the laws of the State of Mississippi and located in Harrison County.

The following premises apply:

1. The School District agrees to permit the City to implement the Healthy Heroes Program for the 2018-2019 school year at the following elementary schools (Anniston Elementary, Bayou View Elementary, Central Elementary, Gaston Point Elementary, Pass Road Elementary, Twenty-Eighth Street Elementary and West Elementary) through the events and activities described herein: (School visits as set forth in the Healthy Heroes Program Explanation in the Grant package).
2. The City agrees to notify and schedule the Healthy Heroes Program events and activities listed above with the School District in advance of the events and activities being held. All costs associated with the Healthy Heroes Program will be paid by the City.

General Understandings of the Parties:

1. This Memorandum of Understanding shall be construed under the laws of the State of Mississippi (without regard to conflict-of-law principals). The parties consent to the jurisdiction and venue of the Federal and State Courts of the Southern District of Mississippi.
2. Nothing in this Memorandum of Understanding is intended or shall be deemed to constitute a partnership, agency, employer-employee, or a joint venture relationship between the City and the School District. Neither party shall incur any liabilities nor any obligation of any kind (express or implied) for the other, except to the extent, if at all, specifically provided herein.
3. This Memorandum of Understanding may be amended or modified only by an instrument in writing duly executed by the parties hereto.
4. This Memorandum of Understanding may be amended or modified only by an instrument in writing duly executed by the parties hereto.
5. In no event shall either party be liable to one another for any indirect, special, incidental, punitive or consequential damages to the extent permitted by Mississippi law.

In witness hereof, the parties have caused this Memorandum of Understanding to be executed by these respective officers who have been duly authorized to execute this Memorandum of Understanding.

City of Gulfport

Gulfport School District

By: _____

By: _____

Title: Mayor _____

Title: _____

Date: _____

Date: _____

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 _____, 2018, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE MEMORANDA OF UNDERSTANDING BETWEEN GULFPORT SCHOOL DISTRICT AND THE CITY OF GULFPORT, TO AUTHORIZE THE MAYOR TO EXECUTE AND DELIVER THE SAME ON BEHALF OF THE CITY OF GULFPORT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport and the Gulfport School District desire to enter into a mutual agreement to permit the City of Gulfport to implement the Healthy Heroes Program for the 2018-2019 school year at the Anniston Elementary, Bayou View Elementary, Central Elementary, Gaston Point Elementary, Pass Road Elementary, Twenty-Eighth Street Elementary, and West Elementary through events and activities; and

WHEREAS, the proposed MEMORANDA OF UNDERSTANDING memorializing the agreements between the City and the Gulfport School District related to the Healthy Heroes Program is attached hereto as Exhibit “A”; and

WHEREAS, approval, execution and delivery of the Memoranda of Understanding 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 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 Memoranda of Understanding between the Gulfport School District and the City of Gulfport, Mississippi, attached hereto as Exhibit “A” be and the same are hereby approved, and the Mayor is hereby authorized to execute and deliver the same on behalf of the City of Gulfport, Mississippi.

Section 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the Governing Authority, and to be in full force and effect as provided by law.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this the _____ day of _____, 2018.

APPROVED:

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Karen McCarty, Grants Management
Community Development

Date: 03/12/2018

Subject: Resolution to approve Pre-Development Grant Agreement between City of Gulfport and Mississippi Development Authority for the Hwy 49-18th Street Drainage R-109-202-09-KCR. and establish project budgets..

Recommendation: City administration and staff recommends

Memorandum - *City of Gulfport...*

Community Development Department

To: Mayor Billy Hewes
John Kelly, Chief Administrative Officer
Council Members – Kenneth 'Truck' Casey, Sr., Ron Roland, Ella Holmes-Hines,
R. B. 'Rusty' Walker, IV, Myles Sharp, Robert 'R. Lee' Flowers, Cara L. Pucheu

CC: Linda Elias, Comptroller

From: Karen C. McCarty,
Federal Programs Administrator ____

Date: March 12, 2018

Council Agenda March 20, 2018

Please place the following items on the March 20, 2018 Council Agenda:

Resolution to approve Pre-Development Grant Agreement between City of Gulfport and Mississippi Development Authority for the Hwy 49 and 18th Street Drainage Improvements – R-109-202-09-KCR. Pre-Development will fund environmental review, design engineering, easement/acquisition and application.

**MISSISSIPPI DEVELOPMENT AUTHORITY
SUBGRANT SIGNATURE SHEET
501 North West Street, 5th Floor (zip: 39201) • Post Office Box 849 (zip: 39205)
Jackson, Mississippi**

1. Sub-grantee's Name, Address, and Telephone Number City of Gulfport Mayor Billy Hewes 2309 15 th Street Gulfport, MS 39502 Phone: 228-868-5700 Fax: 228-868-5800	2. Effective Date: 02/22/2018 3. Sub-grant Number: R-109-202-09-KCR 4. Grant Identifier: (Funding Source & Year): CFDA Number: 14.219 & 14.228 5. Beginning and Ending Dates: February 22, 2018 – December 31, 2018 6. Sub-grant Payment Method: ☒ Cost Reimbursement ☐ Current Needs ☐ Fixed Unit or Performance Based 7. Page 1 of 30												
8. Project Description: Highway 49 & 18th St. Drainage Improvements. This project consists of Pre-Development (administrative & engineering) activities for Highway 49 & 18th St. Drainage Improvements. A detailed statement of work, pre-development budget and timeline are included in the grant application and incorporated into this agreement.	9. National Objective: ☒ Low/Moderate Income ☐ Slums or Blight ☐ Urgent Needs 10. The following funds are obligated: <table style="width: 100%; border: none;"> <tr> <td style="text-align: right;">Federal</td> <td style="text-align: right;">Other</td> </tr> <tr> <td style="text-align: right;">\$ 145,345.24</td> <td style="text-align: right;">\$ 0</td> </tr> </table>	Federal	Other	\$ 145,345.24	\$ 0								
Federal	Other												
\$ 145,345.24	\$ 0												
11. The sub-grantee agrees to operate the program outlined in this sub-grant in accordance with all provisions of this sub-grant included herein. The following sections are attached and incorporated into this agreement: ☒ Budget ☒ General Terms and Conditions ☒ Special Conditions ☒ Financial Management ☒ Special Provisions Stipulated by HUD ☒ HUD Disaster Community Development Block Grant Assurances All policies, terms, conditions, and provisions of the current notebooks entitled <i>Community Development Block Grant Program</i>, <i>CDBG Implementation Manual</i>, and <i>CDBG Policy Statements</i> are also incorporated into this agreement, and Sub-grantee agrees to fully comply therewith.													
12. Approved for Contractor: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">Signature</td> <td style="width: 50%; border-bottom: 1px solid black;">Date</td> </tr> <tr> <td>Name: Jamie M. Miller</td> <td></td> </tr> <tr> <td>Title: Deputy Director, Governmental Affairs</td> <td></td> </tr> </table>	Signature	Date	Name: Jamie M. Miller		Title: Deputy Director, Governmental Affairs		13. Approved for Sub-grantee: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">Signature</td> <td style="width: 50%; border-bottom: 1px solid black;">Date</td> </tr> <tr> <td>Name: Billy Hewes</td> <td></td> </tr> <tr> <td>Title: Mayor</td> <td></td> </tr> </table>	Signature	Date	Name: Billy Hewes		Title: Mayor	
Signature	Date												
Name: Jamie M. Miller													
Title: Deputy Director, Governmental Affairs													
Signature	Date												
Name: Billy Hewes													
Title: Mayor													

Memorandum - *City of Gulfport...*

Community Development Department

To: Leah Holland, Finance Manager

From: Karen C. McCarty,
Federal Programs Administrator _____

Date: March 12, 2018

Please set up the following new budgets on the March 20, 2018 Council to set up the accounts for Hwy 49 and 18th Street Drainage Improvements R-109-202-09-KCR, as per grant award letter approved by Council on March 6, 2018.

542-624100-05851	Administration	\$ 50,000.00
542-640300-05851	Appraisal/Easements	\$ 32,000.00
345-621100-05851	Engineering-City	\$ 3,393.56
542-621100-05851	Engineering-Grant	\$ 152,216.44
542-640250-05851	Contingency	\$ 94,809.00
542-640600-05851	Construction	\$ 977,985.00
542-640325-05851	Permits	\$ 57,662.00



STATE OF MISSISSIPPI
PHIL BRYANT, GOVERNOR
MISSISSIPPI DEVELOPMENT AUTHORITY
GLENN MCCULLOUGH, JR.
EXECUTIVE DIRECTOR

February 22, 2018

The Honorable Billy Hewes
Mayor, City of Gulfport
2309 15th Street
Gulfport, MS 39502

Re: Highway 49 & 18th Street Drainage Improvements
Katrina CDBG Project: R-109-202-09-KCR

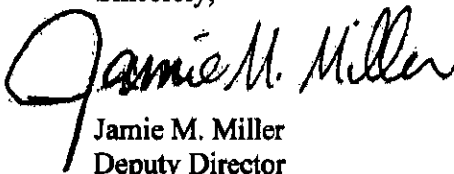
Dear Mayor Hewes:

The Mississippi Development Authority is pleased to inform you that your request for funds through the Community Development Block Grant (CDBG) Disaster Recovery Program in the amount of **\$1,364,672.44** has been approved for the following:

Highway 49 & 18th Street Drainage Improvements

Through this application for funding, the City of Gulfport has demonstrated local commitment in addressing the recovery needs of Mississippi. I commend you for this initiative and for helping to improve the quality of life in your community.

Sincerely,


Jamie M. Miller
Deputy Director
Governmental Affairs

City of Gulfport

Budget Amendment Request

Fund Name	Community Development	Date	03/13/18
Department #	542	Budget Entry #	2018-26
Department Name			

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Administration			50,000	50,000
Appraisal/Easements	-		32,000	32,000
Engineering/City	-	-	3,394	3,394
Engineering/Grant	-	-	152,216	152,216
Contingency	-	-	94,809	94,809
Construction	-	-	977,985	977,985
Permits	-	-	57,662	57,662
				-
Total	-	-	1,368,066	1,368,066
Grant Revenue	-		1,368,066	1,368,066

To record revenue and expenditures of Highway 49 and 18th Street Drainage Improvements

Amendment # 2018-26

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 _____, 2018, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL APPROVING “PRE-DEVELOPMENT” GRANT AGREEMENT BETWEEN THE CITY OF GULFPORT AND THE MISSISSIPPI DEVELOPMENT AUTHORITY FOR THE HIGHWAY 49 AND 18TH STREET DRAINAGE IMPROVEMENTS PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS REQUIRED TO EFFECTUATE THE AGREEMENT

WHEREAS, the City of Gulfport desires to undertake a project called the Highway 49 and 18th Street Drainage Improvements Project for improvements to correct the drainage in the area of Highway 49 and 18th Street including Cardinal Flowers and former Petie’s Eats Restaurant; and

WHEREAS, the Mississippi Development Authority has agreed to provide “Pre-Development” funding, from the Katrina Supplemental CDBG Disaster Program for the Highway 49 and 18th Street Drainage Improvements Project to cover administrative activities and engineering costs in an amount not to exceed \$1,364,672.44; and

WHEREAS, it is necessary that the City of Gulfport enter into a written Grant Agreement with the Mississippi Development Authority to accept the grant funding noted herein, as set forth in Exhibit “A” attached hereto.

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 be and it is hereby authorized to accept the Katrina Supplemental CDBG Disaster Program Grant (Contract#R-109-202-09-KCR) for Pre-Development funding for the Highway 49 and 18th Street Drainage Improvements Project and the Mayor be and he is hereby authorized to execute any and all documents as may be required to accept and administer the grant, including those documents attached as a part of Exhibit “A”.

Section 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this the _____ day of _____, 2018.

APPROVED:

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Kris Riemann, Director
Engineering

Date: 03/08/2018

Subject: Resolution -approving Letter Agreement #1 to the contract with Brown Mitchell & Alexander, Inc., for the Ship Island Ferry Terminal (Pavilion and Pier) Project and authorizing the Mayor to execute the same.

Recommendation:

Memorandum – City of Gulfport

To: Connie Debenport, Purchasing
CC: Mayor Billy Hewes Linda Elias, Finance
Dr. John Kelly, CAO Wayne Miller, P.E., Public Works
From: Kris Riemann, P.E. *DKR*
Date: 3/8/18
Re: Request to Approve Letter Agreement #1
- Ship Island Ferry Terminal (Pavilion and Pier)
- FBD-0200-00(020)LPA/104143-301000

Attached for your consideration is Letter Agreement #1 to the referenced contract. This agreement requests the replacement of Mr. Grady Martin, P.E. with Mr. Nick Gant, P.E., as the Project Manager to oversee the Project.

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

There are **NO** funds or time added with this Letter Agreement. The total costs of the project are paid 80% by Federal Highway Administration/ Mississippi Department of Transportation funds through Gulfport Regional Planning Commission and the remaining 20% by the City.

Therefore, I recommend approval Letter Agreement #1 contingent on the approval of the Mississippi Department of Transportation.

Please place this item on the March 20, 2018 Council Agenda.

Attachments: 1. Dax Alexander - Letter Agreement dated 2/21/2018

02/21/18

ORIGINAL

Honorable Mayor Billy Hewes
City of Gulfport
Post Office Box 1780
Gulfport, MS 39502

Subject: Letter Agreement Request # 1
Ship Island Ferry Boat Terminal Facility Improvements Project
FBD-0200-00(020)104143-301000
Gulfport, MS

Dear Honorable Billy Hewes:

Brown, Mitchell & Alexander, Inc. (the CONSULTANT) entered into a Contract with the **City of Gulfport** (the LPA) on **5th day of October, 2017** to provide the services of construction engineering consultants to the Ship Island Ferry Boat Terminal Facility Improvements Project. A "minor change" has been requested in accordance with "Article XIII Modification" of this CONTRACT. The minor change is, hereby, identified below:

The CONSULTANT is requesting the following personnel substitution to the CONTRACT to match the Fee Proposal to the PROJECT including the replacement of Mr. Grady Martin, P.E. with Mr. Nick Gant, P.E. as the Project Engineer in order to fulfill the obligation to oversee the PROJECT effectively. The LPA hereby agrees to allow this personnel change to the PROJECT team (See Table 1A) to accomplish this work at NO additional cost to the PROJECT.

Table 1A: Rate Schedule for Substituted Personnel:

Classification	Name	2017 Rate
Project Engineer	Nick Gant	\$90.10

This request will not alter or modify the goals or objectives of the project, the scope of work, the maximum compensation allowed, or the time allotted for this CONTRACT.

This Letter Agreement in no way modifies or changes this CONTRACT of which it becomes a part except as specifically stated herein. This Letter Agreement No. 1 is effective as of December 18, 2017.

Therefore, this Letter of Agreement is so accepted and agreed this _____ day of _____, 2018.

City of Gulfport

Honorable Billy Hewes, Mayor

DATE

Brown, Mitchell & Alexander, Inc.

Dax Alexander
Dax Alexander, P.E., President

2/21/18
DATE

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 _____, 2018, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE LETTER #1
RELATED TO THE CITY'S CONTRACT WITH BROWN, MITCHELL & ALEXANDER, INC.,
FOR THE SHIP ISLAND FERRY BOAT TERMINAL FACILITY IMPROVEMENTS
PROJECT, TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT, AND FOR
RELATED PURPOSES**

WHEREAS, the City of Gulfport pursuant to authority previously granted by the City Council, entered into a Contract with Brown, Mitchell & Alexander, Inc., on or about October 5, 2017, concerning the Ship Island Ferry Boat Terminal Facility Improvements Project; and

WHEREAS, Brown, Mitchell & Alexander, Inc. has requested a "minor change" to the Contract, pursuant to Article XIII thereof, to assign different personnel to the project and has embodied said request in Letter Agreement #1 (see collective Exhibit "A"); and

WHEREAS, the "minor change" requested by Brown, Mitchell & Alexander, Inc., will not alter or modify the goals or objectives of the project, the scope of work, the maximum compensation allowed, or the time allotted for the Contract and is 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 Letter Agreement #1 pertaining to the City's Contract with Brown, Mitchell & Alexander, Inc., for the Ship Island Ferry Boat Terminal Facility Improvements Project, be 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 _____, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2018.

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Kris Riemann, Director
Engineering

Date: 03/12/2018

Subject: Resolution - approving Change Order #3 to the contract with Moran Hauling, Inc., for the Coffee Creek Drainage Improvements Project and authorizing the Mayor to execute the same.

Recommendation:

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2018, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
TO APPROVE CHANGE ORDER #3 TO CONTRACT WITH MORAN HAULING,
INC., FOR THE COFFEE CREEK DRAINAGE IMPROVEMENTS PROJECT, TO
AUTHORIZE THE MAYOR TO EXECUTE SAID CHANGE ORDER AND FOR
RELATED PURPOSES**

WHEREAS, Moran Hauling, Inc., was awarded the contract for debris removal, widening, and clearing on approximately 2,500 lf of Coffee Creek, as part of the project to improve drainage in/around the south end of Coffee Creek, located in the City of Gulfport, which includes removal of existing drainage pipe and installation of approximately 235 lf of drainage pipe varying in size from 30 inch to 66 inch, approximately 600 lf of concrete sidewalk, 2,450 lf asphalt train, gravel parking lot, rebuilding existing wood pedestrian bridge, installation of two (2) new pedestrian bridges, installation of a protective canopy under the railroad, installation of site lighting, benches, trash receptacles and landscaping; and

WHEREAS, certain and various changes to the contract as more fully set forth in the attached Change Order #3 (which is attached hereto as a part of Exhibit "A"), resulting in an INCREASE in project calendar days (120) for a new completion date of July 14, 2018, as more fully described in the memorandum from City Engineer Kris Riemann; and

WHEREAS, the Project Engineer (Pickering Firm, Inc.), City Engineer and the Purchasing Manager have recommended approval of Change Order #3 and

WHEREAS, approval of Change Order #3 is 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 #3 to the City's contract with Moran Hauling, Inc., be and it is hereby approved in 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 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 INCREASE in project time 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 _____, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2018.

MAYOR

Memorandum – City of Gulfport

To: Connie Debenport, Purchasing

CC: Mayor Billy Hewes

Dr. John Kelly, CAO

Wayne Miller, P.E., Public Works

Linda Elias, Finance

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

Date: 3/12/18

Re: Change Order Number 3

- Coffee Creek Drainage Improvements Project

- Moran Hauling, Inc.

Attached for your consideration is the referenced change order number 3, in the additive amount of \$0.00 and 120 calendar days of time. This change is necessary to allow additional time for permits with CSX Railroad in order for the contractor to have access to construct a pedestrian bridge and overhead canopy. This change is required to allow completion of the construction schedule to be July 14, 2018.

The project includes debris removal, widening, and clearing on approximately 2,500 lf of Coffee Creek, removal of existing drainage pipe and installation of approximately 235 lf of drainage pipe varying in size from 30 inch to 66 inch, approximately 600 lf concrete sidewalk, 2,450 lf asphalt trail, a gravel parking lot, rebuilding the existing wood pedestrian bridge, installation of 2 new pedestrian bridges, installation of a protective canopy under the railroad, installation of site lighting, benches and trash receptacles, and landscaping.

The project construction is funded 100% by the Community Development Block Grant Funding. I recommend approval of this change order. It shall be subject to the eligibility review and approval of the Mississippi Development Authority. Pickering Engineering, Inc. has completed the Engineering design and will oversee the inspection.

Please place this item on the March 20, 2018 Council Agenda.

Attachments: 1. Andy Phelan, P.E. Letter Dated 3/12/18
 2. Change Order No. 3



*Service and Good Work...
Our Foundation, Our Future
Since 1946*

March 12, 2018

Mr. Kris Riemann, PE
Director of Engineering
City of Gulfport
4050 Hewes Ave
Gulfport, MS 39507

**Re: Coffee Creek Drainage Improvements
Change Order No. 3**

Kris –

As you are aware, the CSX permitting process for the pedestrian crossing under the track along Coffee Creek railroad bridge was finalized a month or so ago. Because of the delays caused by the permitting process, Moran Hauling was unable to order fabrication of the overhead canopy structure as well as the pedestrian bridge, at the onset of construction (NTP was 3/6/2017). With these permits now approved, Moran is in the process of ordering materials and securing subcontractors as needed. Please note that the permit delays were at no fault to the contractor.

We recommend a 120 day time extension to allow the final acquisition of the necessary permits, ordering and manufacturing of the materials, and the construction of these items. There is potential cost effects that may be addressed under separate cover (for changes to material costs only). Attached to this letter, please find a copy of a change order document associated with this recommendation. As shown on the change order, the new completion date will be July 14, 2018. Based on the above information, Pickering recommends approval of Change Order No. 3 for this amount at the next available City Council meeting.

Should you need any additional information or clarification, please, contact me at (228) 432-5925 or email: aphelan@pickeringfirm.com.

Sincerely,
PICKERING FIRM, INC.

Andy Phelan, PE
Enclosures (1)

Date of Issuance: <u>3/12/18</u>	Effective Date: <u>Upon Council Approval</u>
Owner: <u>City of Gulfport</u>	Owner's Contract No.: <u>PO#192330</u>
Contractor: <u>Moran Hauling, Inc</u>	Contractor's Project No.: _____
Engineer: <u>Pickering Firm, Inc.</u>	Engineer's Project No.: <u>24468.01</u>
Project: <u>Coffee Creek Drainage Improvements</u>	Contract Name: _____

The Contract is modified as follows upon execution of this Change Order:

Description: Change Order is for contract time extension only. Due to delays in acquiring necessary permits for work within CSX R.O.W (at no fault of the contractor) and material costs the contractor has been unable to procure the pedestrian bridge and overhead canopy that will be in the CSX ROW. Extension will allow for the necessary lead time for manufacturing (approx. 60-90 days) as well as construction.

Attachments: N/A

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>1,178,987.42</u>	Original Contract Times: Substantial Completion: <u>December 1, 2017</u> Ready for Final Payment: _____
Increase from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : \$ <u>27,865.00</u>	Increase from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : Substantial Completion: <u>104 days</u> Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>1,206,852.42</u>	Contract Times prior to this Change Order: Substantial Completion: <u>March 16, 2018</u> Ready for Final Payment: _____ days or dates
Increase of this Change Order: \$ <u>0.00</u>	Increase of this Change Order: Substantial Completion: <u>120 days</u> Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ <u>1,206,852.42</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>July 14, 2018</u> Ready for Final Payment: _____ days or dates

RECOMMENDED:		ACCEPTED:	
By: <u>[Signature]</u>	By: _____	By: <u>[Signature]</u>	By: _____
Engineer (If required)	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Title: <u>Project Engineer</u>	Title: _____	Title: <u>Project Admin</u>	Title: _____
Date: <u>3/10/18</u>	Date: _____	Date: <u>3/12/18</u>	Date: _____

Approved by Funding Agency (If applicable)

By: _____ Date: _____
 Title: _____



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Administration

Date: 03/14/2018

Subject: Resolution - declaring real property to be surplus and approving Lease Agreement with Mississippi Aquarium, a non-profit civic organization (4015 Searle Avenue) and authorizing the Mayor to execute the same.

Recommendation:

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2018, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL DECLARING REAL PROPERTY TO BE SURPLUS PROPERTY WHICH IS NO LONGER USED OR NEEDED BY THE MUNICIPALITY, APPROVING LEASE AGREEMENT CONCERNING SAID PROPERTY, AUTHORIZING THE MAYOR TO EXECUTE THE LEASE AGREEMENT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport is in possession and owns that certain real property located at 4015 Searle Avenue in Gulfport, which is also identified as Tax Parcel No. 0910F-04-010.006; and

WHEREAS, since closure of the City's records storage building on that property, the City has not had any municipal use for the former records storage building on that property and anticipates no need for the former records storage building for the foreseeable future; and

WHEREAS, the Mississippi Aquarium, a charitable "not for profit" civic corporation, has recently expressed to the City an interest in entering into a long term lease of a portion of the aforementioned real property and the improvement (i.e., the former municipal records storage building) thereon for use as a temporary animal quarantine facility in support of the Mississippi Aquarium which is presently under construction in downtown Gulfport; and

WHEREAS, the Governing Authority of the City of Gulfport according to § 21-17-1 of the Mississippi Code of 1972, as amended, is vested with authority to determine when real property belonging to the municipality is surplus, and to sell or lease the same to a civic organization which has applied for and/or been granted Tax exempt status by the Internal Revenue Service for less than fair market value and

WHEREAS, the City of Gulfport proposes to lease the aforementioned property/improvement to the Mississippi Aquarium according to the terms and conditions set forth in the attached Lease Agreement which is attached hereto as Exhibit "A"; and

WHEREAS, the Governing Authority of the City of Gulfport finds that the identified real property is of no use to the City of Gulfport, other than as property to be leased to parties who may utilize the property for lawful purposes and is, therefore, surplus real property 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 identified real property is of no use to the City of Gulfport, other than as property to be leased to parties who may utilize the property for lawful purposes and is, therefore, surplus real property of the City of Gulfport.

Section 3. That the identified surplus real property be, and it is hereby authorized for lease to the Mississippi Aquarium, in accord with § 12-17-1 of the Mississippi Code of 1972, as amended, and in accord with the Lease Agreement attached hereto as Exhibit “A” which is hereby approved and the Mayor be and he is hereby authorized to execute and deliver the same on behalf of the City of Gulfport.

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

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2018.

MAYOR

**STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF GULFPORT**

LEASE AGREEMENT

THIS AGREEMENT entered into and executed in the City of Gulfport, Mississippi, on the dates hereinafter set forth by and between the CITY OF GULFPORT, MISSISSIPPI, a municipality existing under the laws of the State of Mississippi, hereinafter referred to as “**Landlord**” or “**City**”, and MISSISSIPPI AQUARIUM, a non-profit corporation chartered and existing under the laws of the State of Mississippi, hereinafter referred to as “**Tenant**” for the purposes, and on the terms and conditions, and under the authority hereinafter set forth:

WITNESSETH THAT:

WHEREAS, Tenant is a charitable “not-for-profit” civic corporation organized and existing under the laws of the State of Mississippi, which has applied to the Internal Revenue Service for tax exempt status, and which oversees, operates and administers the Mississippi Aquarium, a world-class Aquarium scheduled to open in 2019 and which will promote the City of Gulfport and serve to improve the civic resources available in the City of Gulfport and bring in tourists and locals alike to learn about the Gulf of Mexico and the sea creatures that live in it and in other bodies of water around the world; and

WHEREAS, the City owns property and improvements located at 4015 Searle Avenue (a portion of Tax Parcel No. 0910F-04-010.006) in the City of Gulfport, Mississippi; and

WHEREAS, said property, including any and all improvements thereon, is not presently used for municipal purposes, and Tenant desires to lease said property from the City for the purpose of operating the Mississippi Aquarium (development and start-up functions and other aquarium related functions after the aquarium opens to the public), a non-profit that provides and will provide valuable civic benefit to the City of Gulfport.

NOW THEREFORE, for the purposes hereinabove recited, the City of Gulfport does hereby agree to lease the property, and any structures thereon at 4015 Searle Avenue (the “leased premises”), as herein identified, to the Mississippi Aquarium, and the parties covenant and agree as follows, to wit:

1. **Term.** The term of this Lease Agreement shall commence upon execution of this Lease Agreement (last date of execution) and continue for a period of ten (10) years.
Thereafter, upon mutual agreement by the Tenant and the Landlord, the lease may be extended for up to five (5) four (4) year terms, unless sooner terminated or extended as hereinafter provided. This Lease Agreement is not assignable.
2. **Leased areas in structure:** For purposes of this agreement, the leased premises shall include:
 - a. Exclusive basis: structures and improvements located on the property identified as 4015 Searle Avenue;
 - b. Non-exclusive basis: parking
3. **Early Termination.** Tenant may terminate this Lease Agreement at any time upon thirty (30) days written notice to Landlord. Landlord may terminate and cancel this Lease Agreement, and retake possession of the premises by giving Tenant sixty (60) days notice of termination without cause.
4. **Rent and Taxes.** Upon proof that Tenant, Mississippi Aquarium, is a “not-for-profit” corporation according to the laws of the State of Mississippi, and that it has applied for “tax exempt status” by the Internal Revenue Service, the City of Gulfport shall waive any and all rent during the term of this Lease in exchange of the consideration herein. In the event that tenant is denied or loses its tax exempt status, the parties shall, pursuant to and in accordance with Mississippi law, either renegotiate and amend the Lease to require payment of fair market value rent from the date of commencement of this Lease Agreement in the case of a denial or from the date of loss of tax exempt status as established by the Internal Revenue Service in the event of loss of tax exempt status, or at either’s party’s option, terminate the Lease. Should this Lease Agreement result in any taxes, including ad valorem taxes, being assessed to Tenant on its leasehold interest in the Leased Premises or in any way assessed against the City by any appropriate and duly authorized taxing authority, Tenant shall be solely responsible for the payment of the same.
5. **Maintenance.** Tenant shall maintain the leased premises and return it upon termination of the Lease in a clean and sanitary condition, and in a good state of repair, normal wear and tear excepted. Landlord shall be responsible for repairs to and maintenance of plumbing, electrical, heating, ventilation and air conditioning, appliances, and

landscaping. Landlord shall be responsible for repairs and maintenance to those physical structures existing at the time of this agreement. Tenant shall properly dispose of all garbage and trash, and maintain the exterior of the building entrance in clean condition, and shall notify the City of Gulfport of any apparent structural hazard or dangerous condition existing within or without the facility. Tenant shall supervise the assembly of patrons, and shall not allow more persons within the facility than are allowed by state and local laws, ordinances, and fire codes, and shall take immediate precaution and security measures to avoid imminent danger to life and health. Landlord shall have the right to inspect the premises at any time. Notwithstanding, six (6) months after the date that the Mississippi Aquarium opens to the public, Tenant shall assume responsibility for all maintenance of the property, including maintenance of any type to the structure/improvements located on the property.

6. **Improvements.** No improvements shall be made that shall affect the structural integrity of the building. Any subsequent improvements or renovations to the primary building during the term of this Lease shall require plan approval by the City of Gulfport. Any additional permanent structures constructed or otherwise placed on the premises shall be approved in writing by Landlord. All appliances and Tenant constructed building improvements shall be maintained by Tenant and shall remain the property of the Tenant. At the termination, cancellation or end of lease, Tenant shall remove all of its property and shall return premises to the condition it was in prior to the commencement of this Lease Agreement, reasonable wear and tear excepted.
7. **Utilities.** LANDLORD shall pay cost of use for electricity, water, gas, trash disposal, internet, burglar alarm and communication lines and other utilities which are not specifically stated herein and which the City has approved in writing until six (6) months after the date that the Mississippi Aquarium opens to the public. At that time, Tenant shall assume responsibility for all utility costs associated with Tenant's use of the property.
8. **Reentry.** Tenant enters into agreement on the understanding that under a State of Emergency declared by any federal, state or local governmental entity, Landlord has the authority to enter and assume control of the premises for as long as the State of Emergency shall exist.

9. **Insurance.** The City of Gulfport shall maintain property insurance on the primary structure as it deems necessary and proper. Within thirty days from the execution of this agreement, Tenant shall acquire and maintain liability insurance for its activities and shall include the City of Gulfport as an additional insured on all such policies. As required by law, Tenant shall maintain workers compensation insurance and/or employees liability insurance, to the extent that it utilizes paid employees on or within the leased premises, and any and all other insurance it deems advisable or necessary for its property, employees, business, activities, and any liabilities and shall include the City of Gulfport as an additional named insured on all Tenant's policies. Tenant shall inform and notify Landlord in writing within fourteen (14) days of any claims of liability resulting from the use of the leased premises. Tenant shall provide proof of coverage. Within thirty (30) days of annual expiration of tenant's insurance policy(ies), Tenant shall provide City with proof of renewal or proof of coverage by a different carrier. Further, tenant shall insure all Tenant owned furnishings, improvements and other items of personal property that may be kept and maintained by Tenant on the property as it deems necessary and proper.
10. **Indemnity.** Mississippi Aquarium 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 Mississippi Aquarium 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. Only to the extent that the City is authorized by the laws of the State of Mississippi, and without waiving any constitutional, statutory, or common law defenses, immunities, or exemptions from liability, including, but not limited to, those set forth in Miss. Code Ann. § 11-46-9(1) (Rev. 2001), the City agrees to defend, indemnify, and hold harmless Mississippi Aquarium with respect to or from and against all claims, demands, causes of actions, lawsuits, judgments, and orders arising out of or as a result of negligent acts or omissions of the City.
11. **Nonprofit-Tax Exempt Status.** According to the laws of the State of Mississippi, Tenant shall maintain corporate status in good standing as a Mississippi "not-for-profit" corporation according to the laws of the State of Mississippi, and obtain and maintain

“tax exempt status” by the Internal Revenue Service of the United States of America, and the Tenant upon request by the City of Gulfport shall furnish proof of said not-for-profit corporate and federal tax exempt status.

12. **Notice.** Any official written notices required to be given under this Lease shall be hand delivered or mailed by U.S. Mail to the following:

LANDLORD: City of Gulfport
Attention: Mayor
2309-15th Street
Gulfport, Mississippi 39501

TENANT: Mississippi Aquarium
PO Box 1100
Gulfport, Mississippi 39502

or to:

Mississippi Aquarium
By Personal Delivery At
135 Courthouse Road
Gulfport, Mississippi 39507

Also, for unofficial notices, and requests, Tenant may notify Landlord by contacting the Chief Administrative Officer, telephone number 868-5770.

13. **Nondiscrimination.** Landlord and Tenant agree not to discriminate because of race, color, religion, sex, age, national origin, disability, or status as a Vietnam Veteran, as defined and prohibited by applicable law, and that they will operate as Equal Opportunity Employers in compliance with applicable federal, state and local laws, ordinances, and regulations.
14. **Severability; Non-Endorsement; Relationship.** If any word, clause, sentence, paragraph, condition, provision, or term of this agreement is or hereafter becomes legally unenforceable, the same shall be severed from this agreement, and all remaining provisions of this agreement shall be unaffected, and shall be interpreted in accordance with the express written intention of this Lease Agreement. Nothing contained in this Lease shall be deemed to constitute or be construed or implied to create the relationship of principal or agency, partnership, joint venture or any other relationship between the

parties hereto other than the relationship of Lessor and Lessee (Landlord and Tenant).

- 15. **Non-Waiver.** In the event Landlord fails to enforce any provision of this Lease, it shall not thereby be construed to waive its right of enforcement thereof at some later time.

- 16. **Amendment.** This Lease Agreement may be amended only by written instrument approved by Landlord and Tenant.

- 17. **Entire Agreement.** This Lease constitutes the entire agreement between Landlord and Tenant relating to the lease of the Leased Premises and no prior written or oral covenants or representations relating thereto and not set forth herein shall be binding on either party hereto. This Lease Agreement supersedes any covenant appurtenant to or involving the Leased Premises or the property on which it is located.

IN WITNESS WHEREOF as duly authorized:

LANDLORD:
City of Gulfport

By: _____
Mayor

Attest: _____
City Clerk

Dated: _____, 2018

TENANT:
Mississippi Aquarium

By: _____
David Kimmel
President and CEO

Dated: _____, 2018



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Administration

Date: 03/14/2018

Subject: Resolution - declaring real property to be surplus and approving Lease Agreement with Mississippi Aquarium, a non-profit civic organization (135 Courthouse Road) and authorizing the Mayor to execute the same.

Recommendation:

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2018, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL DECLARING REAL PROPERTY TO BE SURPLUS PROPERTY WHICH IS NO LONGER USED OR NEEDED BY THE MUNICIPALITY, APPROVING LEASE AGREEMENT CONCERNING SAID PROPERTY, AUTHORIZING THE MAYOR TO EXECUTE THE LEASE AGREEMENT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport is in possession and owns that certain real property located at 135 Courthouse Road in Gulfport, which is also identified as Tax Parcel Nos. 0911B-02-013.002 and 0911B-02-012.000; and

WHEREAS, since being reconstructed following Hurricane Katrina the structure located thereon (ie, the “old” courthouse building), only one tenant has occupied the building and, at present, the City does not had any municipal use for the property and/or building on that property and anticipates no need for the same for the foreseeable future; and

WHEREAS, the Mississippi Aquarium, a charitable “not for profit” civic corporation, has recently expressed to the City an interest in entering into a long term lease of a portion of the aforementioned real property and the improvement (i.e., the “old” courthouse building) thereon for use as a temporary office for the pre-opening operations for the Mississippi Aquarium which is presently under construction in downtown Gulfport; and

WHEREAS, the Governing Authority of the City of Gulfport according to § 21-17-1 of the Mississippi Code of 1972, as amended, is vested with authority to determine when real property belonging to the municipality is surplus, and to sell or lease the same to a civic organization which has applied for and/or been granted Tax exempt status by the Internal Revenue Service for less than fair market value and

WHEREAS, the City of Gulfport proposes to lease the aforementioned property/improvement to the Mississippi Aquarium according to the terms and conditions set forth in the attached Lease Agreement which is attached hereto as Exhibit “A”; and

WHEREAS, the Governing Authority of the City of Gulfport finds that the identified real property is of no use to the City of Gulfport, other than as property to be leased to parties who may utilize the property for lawful purposes and is, therefore, surplus real property 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 identified real property is of no use to the City of Gulfport, other than as property to be leased to parties who may utilize the property for lawful purposes and is, therefore, surplus real property of the City of Gulfport.

Section 3. That the identified surplus real property be, and it is hereby authorized for lease to the Mississippi Aquarium, in accord with § 12-17-1 of the Mississippi Code of 1972, as amended, and in accord with the Lease Agreement attached hereto as Exhibit “A” which is hereby approved and the Mayor be and he is hereby authorized to execute and deliver the same on behalf of the City of Gulfport.

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

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2018.

MAYOR

**STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF GULFPORT**

LEASE AGREEMENT

THIS AGREEMENT entered into and executed in the City of Gulfport, Mississippi, on the dates hereinafter set forth by and between the CITY OF GULFPORT, MISSISSIPPI, a municipality existing under the laws of the State of Mississippi, hereinafter referred to as “**Landlord**” or “**City**”, and MISSISSIPPI AQUARIUM, a non-profit corporation chartered and existing under the laws of the State of Mississippi, hereinafter referred to as “**Tenant**” for the purposes, and on the terms and conditions, and under the authority hereinafter set forth:

WITNESSETH THAT:

WHEREAS, Tenant is a charitable “not-for-profit” civic corporation organized and existing under the laws of the State of Mississippi, which has applied to the Internal Revenue Service for tax exempt status, and which oversees, operates and administers the Mississippi Aquarium, a world-class Aquarium scheduled to open in 2019 and which will promote the City of Gulfport and serve to improve the civic resources available in the City of Gulfport and bring in tourists and locals alike to learn about the Gulf of Mexico and the sea creatures that live in it and in other bodies of water around the world; and

WHEREAS, the City owns property and improvements located at 135 Courthouse Road (Tax Parcel Nos. 0911B-02-013.002 and 0911B-02-012.000) in the City of Gulfport, Mississippi; and

WHEREAS, said property, including any and all improvements thereon, is not presently used for municipal purposes, and Tenant desires to lease said property from the City for the purpose of operating the Mississippi Aquarium (development and start-up functions), a non-profit that provides and will provide valuable civic benefit to the City of Gulfport.

NOW THEREFORE, for the purposes hereinabove recited, the City of Gulfport does hereby agree to lease the property, and any structures thereon at 135 Courthouse Road (the “leased premises”), as herein identified, to the Mississippi Aquarium, and the parties covenant and agree as follows, to wit:

1. **Term.** The term of this Lease Agreement shall commence upon execution of this Lease Agreement (last date of execution) and continue until ~~two-three~~ months (~~23~~) after the date

that the Mississippi Aquarium opens or the Coast Transit Authority Transportation Hub opens, whichever is later, to the public, unless sooner terminated or extended as hereinafter provided. This Lease Agreement is not assignable.

2. **Leased areas in structure:** For purposes of this agreement, the leased premises shall include:
 - a. Non-exclusive basis: parking;
 - b. Exclusive basis: Second Floor office space located in the structure; and
 - c. Non-exclusive basis (other access by City or Aquarium approved groups or entities – advanced reservation are required, use is during normal aquarium business hours, and non-aquarium groups are responsible for clean up after their meeting(s): ground floor conference room located in the structure, Entrance foyer common space and ground floor restrooms located in the structure. Aquarium staff will always have access to these areas during use by groups other than the aquarium.
3. **Early Termination.** Tenant may terminate this Lease Agreement at any time upon thirty (30) days written notice to Landlord. Landlord may terminate and cancel this Lease Agreement, and retake possession of the premises by giving Tenant sixty (60) days notice of termination without cause.
4. **Rent and Taxes.** Upon proof that Tenant, Mississippi Aquarium, is a “not-for-profit” corporation according to the laws of the State of Mississippi, and that it has applied for “tax exempt status” by the Internal Revenue Service, the City of Gulfport shall waive any and all rent during the term of this Lease in exchange of the consideration herein. In the event that tenant is denied or loses its tax exempt status, the parties shall, pursuant to and in accordance with Mississippi law, either renegotiate and amend the Lease to require payment of fair market value rent from the date of commencement of this Lease Agreement in the case of a denial or from the date of loss of tax exempt status as established by the Internal Revenue Service in the event of loss of tax exempt status, or at either’s party’s option, terminate the Lease. Should this Lease Agreement result in any taxes, including ad valorem taxes, being assessed to Tenant on its leasehold interest in the Leased Premises or in any way assessed against the City by any appropriate and duly authorized taxing authority, Tenant shall be solely responsible for the payment of the same.
5. **Maintenance.** Tenant shall maintain the leased premises and return it upon termination of the Lease in a clean and sanitary condition, and in a good state of repair, normal wear

and tear excepted. Landlord shall be responsible for repairs to and maintenance of plumbing, electrical, heating, ventilation and air conditioning, appliances, and landscaping. Landlord shall be responsible for repairs and maintenance to those physical structures existing at the time of this agreement. Tenant shall properly dispose of all garbage and trash, and maintain the exterior of the building entrance in clean condition, and shall notify the City of Gulfport of any apparent structural hazard or dangerous condition existing within or without the facility. Tenant shall supervise the assembly of patrons, and shall not allow more persons within the facility than are allowed by state and local laws, ordinances, and fire codes, and shall take immediate precaution and security measures to avoid imminent danger to life and health. Landlord shall have the right to inspect the premises at any time.

6. **Improvements.** No improvements shall be made that shall affect the structural integrity of the building. Any subsequent improvements or renovations to the primary building during the term of this Lease shall require plan approval by the City of Gulfport. Any additional permanent structures constructed or otherwise placed on the premises shall be approved in writing by Landlord and shall become the property of the City of Gulfport. All appliances and Tenant constructed building improvements shall be maintained by Tenant. At the termination, cancellation or end of lease, Tenant shall remove all of its property and shall return premises to the condition it was in prior to the commencement of this Lease Agreement, reasonable wear and tear excepted.
7. **Utilities.** LANDLORD shall pay cost of use for electricity, water, gas, trash disposal, internet and communication lines and other utilities which are not specifically stated herein and which the City has approved in writing.
8. **Reentry.** Tenant enters into agreement on the understanding that under a State of Emergency declared by any federal, state or local governmental entity, Landlord has the authority to enter and assume control of the premises for as long as the State of Emergency shall exist. Additionally, City shall have the right to use the building at other times for special needs when not in use by Tenant.
9. **Insurance.** The City of Gulfport shall maintain property insurance on the primary structure as it deems necessary and proper. Within thirty days from the execution of this agreement, Tenant shall acquire and maintain liability insurance for its activities and shall

include the City of Gulfport as an additional insured on all such policies. As required by law, Tenant shall maintain workers compensation insurance and/or employees liability insurance, to the extent that it utilizes paid employees on or within the leased premises, and any and all other insurance it deems advisable or necessary for its property, employees, business, activities, and any liabilities and shall include the City of Gulfport as an additional named insured on all Tenant's policies. Tenant shall inform and notify Landlord in writing within fourteen (14) days of any claims of liability resulting from the use of the leased premises. Tenant shall provide proof of coverage. Within thirty (30) days of annual expiration of tenant's insurance policy(ies), Tenant shall provide City with proof of renewal or proof of coverage by a different carrier.

10. **Indemnity.** Mississippi Aquarium 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 Mississippi Aquarium 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. Only to the extent that the City is authorized by the laws of the State of Mississippi, and without waiving any constitutional, statutory, or common law defenses, immunities, or exemptions from liability, including, but not limited to, those set forth in Miss. Code Ann. § 11-46-9(1) (Rev. 2001), the City agrees to defend, indemnify, and hold harmless Mississippi Aquarium with respect to or from and against all claims, demands, causes of actions, lawsuits, judgments, and orders arising out of or as a result of negligent acts or omissions of the City.
11. **Nonprofit-Tax Exempt Status.** According to the laws of the State of Mississippi, Tenant shall maintain corporate status in good standing as a Mississippi "not-for-profit" corporation according to the laws of the State of Mississippi, and obtain and maintain "tax exempt status" by the Internal Revenue Service of the United States of America, and the Tenant upon request by the City of Gulfport shall furnish proof of said not-for-profit corporate and federal tax exempt status.

12. **Notice.** Any official written notices required to be given under this Lease shall be hand delivered or mailed by U.S. Mail to the following:

LANDLORD: City of Gulfport
Attention: Mayor
2309-15th Street
Gulfport, Mississippi 39501

TENANT: Mississippi Aquarium
~~IS THERE A PO BOX NUMBER?~~P.O. Box 1100
Gulfport, Mississippi ~~39506~~39502

or to:

Mississippi Aquarium
By Personal Delivery At
135 Courthouse Road
Gulfport, Mississippi 39507

Also, for unofficial notices, and requests, Tenant may notify Landlord by contacting the Chief Administrative Officer, telephone number 868-**5881**.

13. **Nondiscrimination.** Landlord and Tenant agree not to discriminate because of race, color, religion, sex, age, national origin, disability, or status as a Vietnam Veteran, as defined and prohibited by applicable law, and that they will operate as Equal Opportunity Employers in compliance with applicable federal, state and local laws, ordinances, and regulations.
14. **Severability; Non-Endorsement; Relationship.** If any word, clause, sentence, paragraph, condition, provision, or term of this agreement is or hereafter becomes legally unenforceable, the same shall be severed from this agreement, and all remaining provisions of this agreement shall be unaffected, and shall be interpreted in accordance with the express written intention of this Lease Agreement. Nothing contained in this Lease shall be deemed to constitute or be construed or implied to create the relationship of principal or agency, partnership, joint venture or any other relationship between the parties hereto other than the relationship of Lessor and Lessee (Landlord and Tenant).
15. **Non-Waiver.** In the event Landlord fails to enforce any provision of this Lease, it shall not thereby be construed to waive its right of enforcement thereof at some later time.

16. **Amendment.** This Lease Agreement may be amended only by written instrument approved by Landlord and Tenant.
17. **Entire Agreement.** This Lease constitutes the entire agreement between Landlord and Tenant relating to the lease of the Leased Premises and no prior written or oral covenants or representations relating thereto and not set forth herein shall be binding on either party hereto. This Lease Agreement supersedes any covenant appurtenant to or involving the Leased Premises or the property on which it is located.

IN WITNESS WHEREOF as duly authorized:

LANDLORD:
City of Gulfport

By: _____
Mayor

Attest: _____
City Clerk

Dated: _____, 2018

TENANT:
Mississippi Aquarium

By: _____
David Kimmel
President of the Board

Dated: _____, 2018



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Dustin Uselton, Assistant Attorney
Information Systems

Date: 03/12/2018

Subject: Resolution - authorizing enrollment in Apple Inc.'s Developer Program to facilitate the distribution of the city's smartphone app and authorizing the Mayor (or designee) to execute the same.

Recommendation:

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2018, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO ENROLL IN DEVELOPER PROGRAM OF APPLE, INC., TO FACILITATE THE DISTRIBUTION OF THE CITY'S SMARTPHONE APPLICATION, TO AUTHORIZE THE MAYOR (OR DESIGNEE) TO EXECUTE THE SAME ON BEHALF OF THE CITY, AND FOR RELATED PURPOSES

WHEREAS, the City desired to undertake a project to develop a smartphone application and website to facilitate the ability of citizens to report certain issues with City services; and

WHEREAS, on January 16, 2018, pursuant to authority of this City Council, Citysourced, Inc. was awarded the contract for construction engineering and inspection services to develop the aforementioned smartphone application; and

WHEREAS, distribution of the smartphone application to citizens through the App Store for iPhone, iPad, Mac, Apple Watch, Apple TV, and iMessage, requires the City to be enrolled in the Developer Program of Apple, Inc., and execute "Apple Developer Program License Agreement" (see Exhibit "A" attached hereto); and

WHEREAS, the Council finds that it is in the best interest of the City to enroll in the Developer Program of Apple, Inc., and execute "Apple Developer Program License Agreement".

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 enrolling in the Developer Program of Apple, Inc., to facilitate distribution of the above referenced smartphone application through the App Store for iPhone,

iPad, Mac, Apple Watch, Apple TV, and iMessage is found to be in the best interest of the City, and the Mayor, or his designee, is, hereby, authorized to execute the “Apple Developer Program License Agreement” on behalf of the City of Gulfport.

SECTION 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and 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 _____, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this the _____ day of _____, 2018.

APPROVED:

MAYOR

PLEASE READ THE FOLLOWING APPLE DEVELOPER PROGRAM LICENSE AGREEMENT TERMS AND CONDITIONS CAREFULLY BEFORE DOWNLOADING OR USING THE APPLE SOFTWARE OR APPLE SERVICES. THESE TERMS AND CONDITIONS CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND APPLE.

Apple Developer Program License Agreement

Purpose

You would like to use the Apple Software (as defined below) to develop one or more Applications (as defined below) for Apple-branded products. Apple is willing to grant You a limited license to use the Apple Software and Services provided to You under this Program to develop and test Your Applications on the terms and conditions set forth in this Agreement.

Applications developed under this Agreement for iOS Products, Apple Watch, or Apple TV can be distributed in four ways: (1) through the App Store, if selected by Apple, (2) through the B2B Program area of the App Store, if selected by Apple, (3) on a limited basis for use on Registered Devices (as defined below), and (4) for beta testing through TestFlight. Applications developed for macOS can be distributed through the App Store, if selected by Apple, or separately distributed under this Agreement.

Applications that meet Apple's Documentation and Program Requirements may be submitted for consideration by Apple for distribution via the App Store, B2B Program, or for beta testing through TestFlight. If submitted by You and selected by Apple, Your Applications will be digitally signed by Apple and distributed, as applicable. Distribution of free (no charge) Applications (including those that use the In-App Purchase API for the delivery of free content) will be subject to the distribution terms contained in Schedule 1 to this Agreement. If You would like to distribute Applications for which You will charge a fee or would like to use the In-App Purchase API for the delivery of fee-based content, You must enter into a separate agreement with Apple ("Schedule 2"). If You would like to distribute Applications via the B2B Program, You must enter into a separate agreement with Apple ("Schedule 3"). You may also create Passes (as defined below) for use on Apple-branded products running iOS or watchOS under this Agreement and distribute such Passes for use by Wallet.

1. Accepting this Agreement; Definitions

1.1 Acceptance

In order to use the Apple Software and Services, You must first accept this Agreement. If You do not or cannot accept this Agreement, You are not permitted to use the Apple Software or Services. Do not download or use the Apple Software or Services in that case. You accept and agree to the terms of this Agreement on Your own behalf and/or on behalf of Your company, organization, educational institution, or agency, instrumentality, or department of the federal government as its authorized legal representative, by doing either of the following:

- (a) checking the box displayed at the end of this Agreement if You are reading this on an Apple website; or
- (b) clicking an "Agree" or similar button, where this option is provided by Apple.

1.2 Definitions

Whenever capitalized in this Agreement:

"Ad Support APIs" means the Documented APIs that provide the Advertising Identifier and Advertising Preference.

"Advertising Identifier" means a unique, non-personal, non-permanent identifier provided by iOS or tvOS through the Ad Support APIs that is associated with a particular iOS Product or

Apple TV and is to be used solely for advertising purposes, unless otherwise expressly approved by Apple in writing.

“Advertising Preference” means the iOS or tvOS setting that enables an end-user to set an ad tracking preference.

“Agreement” means this Apple Developer Program License Agreement, including any attachments, Schedule 1 and any exhibits thereto which are hereby incorporated by this reference. For clarity, this Agreement supersedes the iOS Developer Program License Agreement (including any attachments, Schedule 1 and any exhibits thereto), the Safari Extensions Digital Signing Agreement, the Safari Extensions Gallery Submission Agreement, and the Mac Developer Program License Agreement.

“App Store” means an electronic store and its storefronts branded, owned, and/or controlled by Apple, or an Apple Subsidiary or other affiliate of Apple, through which Licensed Applications may be acquired.

“Apple” means Apple Inc., a California corporation with its principal place of business at One Infinite Loop, Cupertino, California 95014, U.S.A.

“Apple Certificates” means the Apple-issued digital certificates provided to You by Apple under the Program.

“Apple Maps Service” means the mapping platform and Map Data provided by Apple via the MapKit API for iOS version 6 or later and for use by You only in connection with Your Applications.

“Apple Pay APIs” means the Documented APIs that enable end-users to send payment information they have stored on a supported Apple-branded product to an Application to be used in payment transactions made by or through the Application, and includes other payment-related functionality as described in the Documentation.

“Apple Pay Payload” means a customer data package passed through the Apple Software and Apple Pay APIs as part of a payment transaction (e.g., name, email, billing address, shipping address, and device account number).

“Apple Push Notification Service” or **“APN”** means the Apple Push Notification service that Apple may provide to You to enable You to transmit Push Notifications to Your Application or for use as otherwise permitted herein.

“APN API” means the Documented API that enables You to use the APN to deliver a Push Notification to Your Application or for use as otherwise permitted herein.

“Apple Services” or **“Services”** means the developer services that Apple may provide or make available through the Apple Software or as part of the Program for use with Your Covered Products or development, including any Updates thereto (if any) that may be provided to You by Apple under the Program.

“Apple Software” means Apple SDKs, iOS, watchOS, tvOS, and/or macOS, the Provisioning Profiles, FPS SDK, FPS Deployment Package, and any other software that Apple provides to You under the Program, including any Updates thereto (if any) that may be provided to You by Apple under the Program.

“Apple SDKs” means the Apple-proprietary Software Development Kits (SDKs) provided hereunder, including but not limited to header files, APIs, libraries, simulators, and software (source code and object code) labeled as part of iOS, watchOS, tvOS, or Mac SDK and included

in the Xcode Developer Tools package for purposes of targeting Apple-branded products running iOS, watchOS, tvOS, or macOS, respectively.

“Apple Subsidiary” means a corporation at least fifty percent (50%) of whose outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) are owned or controlled, directly or indirectly, by Apple, and that is involved in the operation of or otherwise affiliated with the App Store, B2B Program or TestFlight including without limitation Apple Pty Limited, iTunes S.à.r.l., Apple Canada, and iTunes K.K.

“Apple TV” means an Apple-branded product that runs the tvOS.

“Apple Watch” means an Apple-branded product that runs the watchOS.

“Application” means one or more software programs (including extensions, media, and Libraries that are enclosed in a single software bundle) developed by You in compliance with the Documentation and the Program Requirements, for distribution under Your own trademark or brand, and for specific use with an Apple-branded product running iOS, watchOS, tvOS, or macOS, as applicable, including bug fixes, updates, upgrades, modifications, enhancements, supplements to, revisions, new releases and new versions of such software programs.

“Authorized Developers” means Your employees and contractors, members of Your organization or, if You are an educational institution, Your faculty and staff who (a) each have an active and valid Apple Developer account with Apple, (b) have a demonstrable need to know or use the Apple Software in order to develop and test Covered Products, and (c) to the extent such individuals will have access to Apple Confidential Information, each have written and binding agreements with You to protect the unauthorized use and disclosure of such Apple Confidential Information.

“Authorized Test Units” means Apple-branded hardware units owned or controlled by You that have been designated by You for Your own testing and development purposes under this Program, and if You permit, Apple-branded hardware units owned or controlled by Your Authorized Developers so long as such units are used for testing and development purposes on Your behalf and only as permitted hereunder.

“Beta Testers” means end-users whom You have invited to sign up for TestFlight in order to test pre-release versions of Your Application and who have accepted the terms and conditions of the TestFlight Application.

“B2B Program” means the Apple program that offers third parties (who are accepted into the B2B program) the ability to obtain volume purchases of Licensed Applications and/or customized Licensed Applications through the B2B area of the App Store, or as otherwise permitted by Apple.

“CloudKit APIs” means the Documented APIs that enable Your Applications, Web Software, and/or Your end-users (if You permit them) to read, write, query and/or retrieve structured data from public and/or private containers in iCloud.

“Covered Products” means Your Applications, Libraries, Passes, Safari Extensions, Safari Push Notifications, and/or FPS implementations developed under this Agreement.

“DeviceCheck APIs” means the set of APIs, including server-side APIs, that enable You to set and query two bits of data associated with a device and the date on which such bits were last updated.

“DeviceCheck Data” means the data stored and returned through the DeviceCheck APIs.

“Documentation” means any technical or other specifications or documentation that Apple may

provide to You for use in connection with the Apple Software, Apple Services, Apple Certificates, or otherwise as part of the Program.

“Documented API(s)” means the Application Programming Interface(s) documented by Apple in published Apple Documentation and which are contained in the Apple Software.

“Face Data” means information related to human faces (e.g., face mesh data, facial map data) that is obtained from a user’s device and/or through the use of the Apple Software (e.g., through ARKit, the Camera APIs, or the Photo APIs).

“FPS” or “FairPlay Streaming” means Apple’s FairPlay Streaming Server key delivery mechanism as described in the FPS SDK.

“FPS Deployment Package” means the D Function specification for commercial deployment of FPS, the D Function reference implementation, FPS sample code, and set of unique production keys specifically for use by You with an FPS implementation, if provided by Apple to You.

“FPS SDK” means the FPS specification, FPS server reference implementation, FPS sample code, and FPS development keys, as provided by Apple to You.

“FOSS” (Free and Open Source Software) means any software that is subject to terms that, as a condition of use, copying, modification or redistribution, require such software and/or derivative works thereof to be disclosed or distributed in source code form, to be licensed for the purpose of making derivative works, or to be redistributed free of charge, including without limitation software distributed under the GNU General Public License or GNU Lesser/Library GPL.

“Game Center” means the gaming community service and related APIs provided by Apple for use by You in connection with Your Applications that are associated with Your developer account.

“HealthKit APIs” means the Documented APIs that enable reading, writing, queries and/or retrieval of an end-user’s health and/or fitness information in Apple’s Health application.

“HomeKit Accessory Protocol” means the proprietary protocol licensed by Apple under Apple’s MFi/Works with Apple Program that enables home accessories designed to work with the HomeKit APIs (e.g., lights, locks) to communicate with compatible iOS Products, Apple Watch and other supported Apple-branded products.

“HomeKit APIs” means the Documented APIs that enable reading, writing, queries and/or retrieval of an end-user’s home configuration or home automation information from that end-user’s designated area of Apple’s HomeKit Database.

“HomeKit Database” means Apple’s repository for storing and managing information about an end-user’s Licensed HomeKit Accessories and associated information.

“iCloud” or “iCloud service” means the iCloud online service provided by Apple that includes remote online storage.

“iCloud Storage APIs” means the Documented APIs that allow storage and/or retrieval of user-generated documents and other files, and allow storage and/or retrieval of key value data (e.g., a list of stocks in a finance App, settings for an App) for Applications and Web Software through the use of iCloud.

“In-App Purchase API” means the Documented API that enables additional content, functionality or services to be delivered or made available for use within an Application with or without an additional fee.

"Intermediary Party" means a party that passes an Apple Pay end-user's Apple Pay Payload to a Merchant for processing such end-user's payment transaction outside of an Application.

"iOS" means the iOS operating system software provided by Apple for use by You only in connection with Your Application development and testing, including any successor versions thereof.

"iOS Product" means an Apple-branded product that runs iOS.

"iPod Accessory Protocol" or "iAP" means Apple's proprietary protocol for communicating with iOS Products and which is licensed under the MFi/Works with Apple Program.

"iTunes Connect" means Apple's proprietary online content management tool for Applications.

"Library" means a code module that cannot be installed or executed separately from an Application and that is developed by You in compliance with the Documentation and Program Requirements only for use with iOS Products, Apple Watch, or Apple TV.

"Licensed Application" means an Application that (a) meets and complies with all of the Documentation and Program Requirements, and (b) has been selected and digitally signed by Apple for distribution, and includes any additional permitted functionality, content or services provided by You from within an Application using the In-App Purchase API.

"Licensed Application Information" means screen shots, images, artwork, previews, icons and/or any other text, descriptions, representations or information relating to a Licensed Application that You provide to Apple for use in accordance with Schedule 1, or, if applicable, Schedule 2 or Schedule 3.

"Licensed HomeKit Accessories" means hardware accessories licensed under the MFi/Works with Apple Program that support the HomeKit Accessory Protocol.

"Local Notification" means a message, including any content or data therein, that Your Application delivers to end-users at a pre-determined time or when Your Application is running in the background and another application is running in the foreground.

"MFi Licensee" means a party who has been granted a license by Apple under the MFi/Works with Apple Program.

"MFi/Works with Apple Accessory" or "MFi Accessory" means a non-Apple branded hardware device that interfaces, communicates, or otherwise interoperates with or controls an Apple-branded product using technology licensed under the MFi/Works with Apple Program (e.g., the ability to control an iOS Product through the iPod Accessory Protocol).

"MFi/Works with Apple Program" means a separate Apple program that offers developers, among other things, a license to incorporate or use certain Apple technology in or with hardware accessories or devices for purposes of interfacing, communicating or otherwise interoperating with or controlling select Apple-branded products.

"macOS" means the macOS operating system software, including any successor versions thereof.

"Map Data" means any content, data or information provided through the Apple Maps Service including, but not limited to, imagery, terrain data, latitude and longitude coordinates, transit data, points of interest and traffic data.

“MapKit API” means the Documented API that enables You to add mapping features or functionality to Applications.

“Merchant” means a party who processes Apple Pay payment transactions under their own name, trademark, or brand (e.g., their name shows up on the end-user’s credit card statement).

“Motion & Fitness APIs” means the Documented APIs that are controlled by the Motion & Fitness privacy setting in an iOS Product and that enable access to motion and fitness sensor data (e.g., body motion, step count, stairs climbed), unless the end-user has disabled access to such data.

“Multitasking” means the ability of Applications to run in the background while other Applications are also running.

“MusicKit APIs” means the set of APIs that enable Apple Music users to access their subscription through Your Application or as otherwise permitted by Apple in the Documentation.

“MusicKit Content” means music, video, and/or graphical content rendered through the MusicKit APIs.

“Network Extension Framework” means the Documented APIs that provide Applications with the ability to customize certain networking features of iOS and macOS (e.g., customizing the authentication process for WiFi Hotspots, VPN features, and content filtering mechanisms).

“Pass(es)” means one or more digital passes (e.g., movie tickets, coupons, loyalty reward vouchers, boarding passes, membership cards, etc.) developed by You under this Agreement, under Your own trademark or brand, and which are signed with Your Pass Type ID.

“Pass Information” means the text, descriptions, representations or information relating to a Pass that You provide to Your end-users on or in connection with a Pass.

“Pass Type ID” means the combination of an Apple Certificate and Push Application ID that is used by You to sign Your Passes and/or communicate with the APN.

“Program” means the overall Apple development, testing, digital signing, and distribution program contemplated in this Agreement.

“Program Requirements” mean the technical, human interface, design, product category, security, performance, and other criteria and requirements specified by Apple, including but not limited to the current set of requirements set forth in **Section 3.3**, as they may be modified from time to time by Apple in accordance with this Agreement.

“Provisioning Profiles” means the files (including applicable entitlements or other identifiers) that are provided by Apple for use by You in connection with Your Application development and testing, and limited distribution of Your Applications for use on Registered Devices and/or on Authorized Test Units.

“Push Application ID” means the unique identification number or other identifier that Apple assigns to an Application, Pass or Site in order to permit it to access and use the APN.

“Push Notification” or **“Safari Push Notification”** means a notification, including any content or data therein, that You transmit to end-users for delivery in Your Application, Your Pass, and/or in the case of macOS, to the macOS desktop of users of Your Site who have opted in to receive such messages through Safari on macOS.

“Registered Devices” means Apple-branded hardware units owned or controlled by You, or owned by individuals who are affiliated with You, where such Products have been specifically registered with Apple under this Program.

“Safari Extensions” means one or more software extensions developed by You under this Agreement only for use with Safari on macOS in compliance with this Agreement.

“Safari Extensions Gallery” means the Apple-curated collection of Safari Extensions that are hosted by Apple for end-users to download for use with Safari on macOS.

“Security Solution” means the proprietary Apple content protection system marketed as Fairplay, to be applied to Licensed Applications distributed on the App Store to administer Apple's standard usage rules for Licensed Applications, as such system and rules may be modified by Apple from time to time.

“Site” means a website provided by You under Your own name, trademark or brand.

“Single Sign-on Specification” means the Documentation provided by Apple hereunder for the Single Sign-On API, as updated from time to time.

“Term” means the period described in **Section 11**.

“TestFlight” means Apple's beta testing service for pre-release Applications made available through Apple's TestFlight Application.

“TestFlight Application” means Apple's application that enables the distribution of pre-release versions of Your Applications to a limited number of Your Authorized Developers and to a limited number of Beta Testers (as specified in iTunes Connect) through TestFlight.

“TV App API” means the API documented in the TV App Specification that enables You to provide Apple with TV App Data.

“TV App Data” means the data described in the TV App Specification to be provided to Apple through the TV App API.

“TV App Features” means functionality accessible via the TV App and/or tvOS, iOS and/or macOS devices, which functionality provides the user the ability to view customized information and recommendations regarding content and to access such content through the user's apps, and/or provides the user the ability to continue play of previously viewed content.

“TV App Specification” means the Documentation provided by Apple hereunder for the TV App API, as updated from time to time.

“tvOS” means the tvOS operating system software, including any successor versions thereof.

“Updates” means bug fixes, updates, upgrades, modifications, enhancements, supplements, and new releases or versions of the Apple Software or Services, or to any part of the Apple Software or Services.

“Wallet” means Apple's application that has the ability to store and display Passes for use on iOS Products or Apple Watch.

“WatchKit Extension” means an extension bundled as part of Your Application that accesses the WatchKit framework on iOS to run and display a WatchKit app on the watchOS.

“**watchOS**” means the watchOS operating system software, including any successor versions thereof.

“**Web Software**” means web-based versions of Your software applications that have the same title and substantially equivalent features and functionality as Your Licensed Application (e.g., feature parity).

“**Website Push ID**” means the combination of an Apple Certificate and Push Application ID that is used by You to sign Your Site’s registration bundle and/or communicate with the APN.

“**You**” and “**Your**” means and refers to the person(s) or legal entity (whether the company, organization, educational institution, or governmental agency, instrumentality, or department) that has accepted this Agreement under its own developer account and that is using the Apple Software or otherwise exercising rights under this Agreement.

Note: For the sake of clarity, You may authorize contractors to develop Applications on Your behalf, but any such Applications must be owned by You, submitted under Your own developer account, and distributed as Applications only as expressly permitted herein. You are responsible to Apple for Your contractors’ activities under Your account (e.g., adding them to Your team to perform development work for You) and their compliance with this Agreement. Any actions undertaken by Your contractors arising out of this Agreement shall be deemed to have been taken by You, and You (in addition to Your contractors) shall be responsible to Apple for all such actions.

2. Internal Use License and Restrictions

2.1 Permitted Uses and Restrictions; Program services

Subject to the terms and conditions of this Agreement, Apple hereby grants You during the Term, a limited, non-exclusive, personal, revocable, non-sublicensable and non-transferable license to:

- (a) Install a reasonable number of copies of the Apple Software provided to You under the Program on Apple-branded products owned or controlled by You, to be used internally by You or Your Authorized Developers for the sole purpose of developing or testing Covered Products designed to operate on the applicable Apple-branded products, except as otherwise expressly permitted in this Agreement;
- (b) Make and distribute a reasonable number of copies of the Documentation to Authorized Developers for their internal use only and for the sole purpose of developing or testing Covered Products, except as otherwise expressly permitted in this Agreement;
- (c) Install a Provisioning Profile on each of Your Authorized Test Units, up to the number of Authorized Test Units that You have registered and acquired licenses for, to be used internally by You or Your Authorized Developers for the sole purpose of developing and testing Your Applications, except as otherwise expressly permitted in this Agreement;
- (d) Install a Provisioning Profile on each of Your Registered Devices, up to the limited number of Registered Devices that You have registered and acquired licenses for, for the sole purpose of enabling the distribution and use of Your Applications on such Registered Devices; and
- (e) Incorporate the Apple Certificates issued to You pursuant to this Agreement for purposes of digitally signing Your Applications, Passes, Safari Extensions, Safari Push Notifications, and as otherwise expressly permitted by this Agreement.

Apple reserves the right to set the limited number of Apple-branded products that each Licensee may register with Apple and obtain licenses for under this Program (a “Block of Registered Device Licenses”). For the purposes of limited distribution on Registered Devices under **Section 7.3 (Ad Hoc distribution)**, each company, organization, educational institution or affiliated group may only acquire one (1) Block of Registered Device Licenses per company, organization, educational institution or group, unless otherwise agreed in writing by Apple. You agree not to

knowingly acquire, or to cause others to acquire, more than one Block of Registered Device Licenses for the same company, organization, educational institution or group.

Apple may provide access to services by or through the Program for You to use with Your developer account (e.g., device or app provisioning, managing teams or other account resources). You agree to access such services only through the Program web portal (which is accessed through Apple's developer website) or through Apple-branded products that are designed to work in conjunction with the Program (e.g., macOS Server, Xcode). You agree not to create or attempt to create a substitute or similar service through use of or access to the services provided by or through the Program. Further, You may only access such services using the Apple ID associated with Your developer account. Except as otherwise expressly permitted herein, You agree not to share, sell, resell, rent, lease, lend, or otherwise provide access to Your developer account or any services provided therewith, in whole or in part, to anyone who is not an Authorized Developer on Your team, and You understand that each team member must have their own Apple ID to access Your account. To the extent that You own or control an Apple-branded computer running Apple's macOS Server or Xcode Server ("Server") and would like to use it for Your own development purposes in connection with the Program, You agree to use Your own Apple ID for such Server, and You shall be responsible for all actions performed by such Server.

2.2 Authorized Test Units and Pre-Release Apple Software

As long as an Authorized Test Unit contains any pre-release versions of the Apple Software or uses pre-release versions of Services, You agree to restrict access to such Authorized Test Unit to Your Authorized Developers and to not disclose, show, rent, lease, lend, sell or otherwise transfer such Authorized Test Unit to any third party. You further agree to take reasonable precautions to safeguard, and to instruct Your Authorized Developers to safeguard, all Authorized Test Units from loss or theft. Further, subject to the terms of this Agreement, You may deploy Your Applications to Your Authorized Developers for use on a limited number of Authorized Test Units for Your own internal testing and development purposes.

You acknowledge that by installing any pre-release Apple Software or using any pre-release Services on Your Authorized Test Units, these Units may be "locked" into testing mode and may not be capable of being restored to their original condition. Any use of any pre-release Apple Software or pre-release Services are for evaluation and development purposes only, and You should not use any pre-release Apple Software or pre-release Services in a commercial operating environment or with important data. You should back up any data prior to using the pre-release Apple Software or pre-release Services. Apple shall not be responsible for any costs, expenses or other liabilities You may incur as a result of provisioning Your Authorized Test Units and Registered Devices, Your Covered Product development or the installation or use of this Apple Software or any pre-release Apple Services, including but not limited to any damage to any equipment, or any damage, loss, or corruption of any software, information or data.

2.3 Confidential Nature of Pre-Release Apple Software and Services

From time to time during the Term, Apple may provide You with pre-release versions of the Apple Software or Services that constitute Apple Confidential Information and are subject to the confidentiality obligations of this Agreement, except as otherwise set forth herein. Such pre-release Apple Software and Services should not be relied upon to perform in the same manner as a final-release, commercial-grade product, nor used with data that is not sufficiently and regularly backed up, and may include features, functionality or APIs for software or services that are not yet available. You acknowledge that Apple may not have publicly announced the availability of such pre-release Apple Software or Services, that Apple has not promised or guaranteed to You that such pre-release software or services will be announced or made available to anyone in the future, and that Apple has no express or implied obligation to You to announce or commercially introduce such software or services or any similar or compatible technology. You expressly acknowledge and agree that any research or development that You perform with respect to pre-release versions of the Apple Software or Services is done entirely at Your own risk.

2.4 Copies

You agree to retain and reproduce in full the Apple copyright, disclaimers and other proprietary notices (as they appear in the Apple Software and Documentation provided) in all copies of the Apple Software and Documentation that You are permitted to make under this Agreement.

2.5 Ownership

Apple retains all rights, title, and interest in and to the Apple Software, Services, and any Updates it may make available to You under this Agreement. You agree to cooperate with Apple to maintain Apple's ownership of the Apple Software and Services, and, to the extent that You become aware of any claims relating to the Apple Software or Services, You agree to use reasonable efforts to promptly provide notice of any such claims to Apple. The parties acknowledge that this Agreement does not give Apple any ownership interest in Your Covered Products.

2.6 No Other Permitted Uses

Except as otherwise set forth in this Agreement, You agree not to rent, lease, lend, upload to or host on any website or server, sell, redistribute, or sublicense the Apple Software, Apple Certificates, or any Services, in whole or in part, or to enable others to do so. You may not use the Apple Software, Apple Certificates, or any Services provided hereunder for any purpose not expressly permitted by this Agreement, including any applicable Attachments and Schedules. You agree not to install, use or run the Apple SDKs on any non-Apple-branded computer, and not to install, use or run iOS, watchOS, tvOS, macOS and Provisioning Profiles on or in connection with devices other than Apple-branded products, or to enable others to do so. You may not and You agree not to, or to enable others to, copy (except as expressly permitted under this Agreement), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, decrypt, or create derivative works of the Apple Software, Apple Certificates or any Services provided by the Apple Software or otherwise provided hereunder, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by licensing terms governing use of open-sourced components or sample code included with the Apple Software). You agree not to exploit any Apple Software, Apple Certificates, or Services provided hereunder in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity, or by harvesting or misusing data provided by such Apple Software, Apple Certificates, or Services. Any attempt to do so is a violation of the rights of Apple and its licensors of the Apple Software or Services. If You breach any of the foregoing restrictions, You may be subject to prosecution and damages. All licenses not expressly granted in this Agreement are reserved and no other licenses, immunity or rights, express or implied are granted by Apple, by implication, estoppel, or otherwise. This Agreement does not grant You any rights to use any trademarks, logos or service marks belonging to Apple, including but not limited to the iPhone or iPod word marks. If You make reference to any Apple products or technology or use Apple's trademarks, You agree to comply with the published guidelines at <http://www.apple.com/legal/trademark/guidelinesfor3rdparties.html>, as they may be modified by Apple from time to time.

2.7 FPS SDK and FPS Deployment Package

You may use the FPS SDK to develop and test a server-side implementation of FPS, solely for use with video streamed by You (or on Your behalf) through Your Applications, or video downloaded for viewing through Your Applications, on iOS Products and/or Apple TV, through Safari on macOS, or as otherwise approved by Apple in writing (collectively, "**Authorized FPS Applications**"). You understand that You will need to request the FPS Deployment Package on the Program web portal prior to any production or commercial use of FPS. As part of such request, You will need to submit information about Your requested use of FPS. Apple will review Your request and reserves the right to not provide You with the FPS Deployment Package at its sole discretion, in which case You will not be able to deploy FPS. Any development and testing You perform with the FPS SDK is at Your own risk and expense, and Apple will not be liable to

You for such use or for declining Your request to use FPS in a production or commercial environment.

If Apple provides You with the FPS Deployment Package, You agree to use it solely as approved by Apple and only in connection with video content streamed by You (or on Your behalf) to Authorized FPS Applications or downloaded for viewing through Your Authorized FPS Applications. Except as permitted in **Section 2.9 (Third-Party Service Providers)**, You will not provide the FPS Deployment Package to any third party or sublicense, sell, resell, lease, disclose, or re-distribute the FPS Deployment Package or FPS SDK to any third party (or any implementation thereof) without Apple's prior written consent.

You acknowledge and agree that the FPS Deployment Package (including the set of FPS production keys) is Apple Confidential Information as set forth in **Section 9 (Confidentiality)**. Further, such FPS keys are unique to Your company or organization, and You are solely responsible for storing and protecting them. You may use such FPS keys solely for the purpose of delivering and protecting Your content key that is used to decrypt video content streamed by You to Authorized FPS Applications or downloaded for viewing through Your Authorized FPS Applications. Apple will have no liability or responsibility for unauthorized access to or use of any FPS key or any content streamed or otherwise delivered under this Agreement in connection with FPS. In the event that Your FPS key is disclosed, discovered, misappropriated or lost, You may request that Apple revoke it by emailing product-security@apple.com, and You understand that Apple will have no obligation to provide a replacement key. Apple reserves the right to revoke Your FPS key at any time if requested by You, in the event of a breach of this Agreement by You, if otherwise deemed prudent or reasonable by Apple, or upon expiration or termination of this Agreement for any reason.

You acknowledge and agree that Apple reserves the right to revoke or otherwise remove Your access to and use of FPS (or any part thereof) at any time in its sole discretion. Further, Apple will have no obligation to provide any modified, updated or successor version of the FPS Deployment Package or the FPS SDK to You and will have no obligation to maintain compatibility with any prior version. If Apple makes new versions of the FPS Deployment Package or FPS SDK available to You, then You agree to update to them within a reasonable time period if requested to do so by Apple.

2.8 Use of Apple Services

Apple may provide access to Apple Services that Your Covered Products may call through APIs in the Apple Software and/or that Apple makes available to You through other mechanisms, e.g., through the use of keys that Apple may make accessible to You under the Program. You agree to access such Apple Services only through the mechanisms provided by Apple for such access and only for use on Apple-branded products. Except as permitted in **Section 2.9 (Third-Party Service Providers)** or as otherwise set forth herein, You agree not to share access to mechanisms provided to You by Apple for the use of the Services with any third party. Further, You agree not to create or attempt to create a substitute or similar service through use of or access to the Apple Services.

You agree to access and use such Services only as necessary for providing services and functionality for Your Covered Products that are eligible to use such Services and only as permitted by Apple in writing, including in the Documentation. You may not use the Apple Services in any manner that is inconsistent with the terms of this Agreement or that infringes any intellectual property rights of a third party or Apple, or that violates any applicable laws or regulations. You agree that the Apple Services contain proprietary content, information and material owned by Apple and its licensors, and protected by applicable intellectual property and other laws. You may not use such proprietary content, information or materials in any way whatsoever, except for the permitted uses of the Apple Services under this Agreement, or as otherwise agreed by Apple in writing.

You understand there may be storage capacity, transmission, and/or transactional limits for the Apple Services both for You as a developer and for Your end-users. If You reach or Your end-user reaches such limits, then You or Your end-user may be unable to use the Apple Services or may be unable to access or retrieve data from such Services through Your Covered Products or through the applicable end-user accounts. You agree not to charge any fees to end-users solely for access to or use of the Apple Services through Your Covered Products or for any content, data or information provided therein, and You agree not to sell access to the Apple Services in any way. You agree not to fraudulently create any end-user accounts or induce any end-user to violate the terms of their applicable end-user terms or service agreement with Apple or to violate any Apple usage policies for such end-user services. Except as expressly set forth herein, You agree not to interfere with an end-user's ability to access or use any such services.

Apple reserves the right to change, suspend, deprecate, limit, or disable access to the Apple Services, or any part thereof, at any time without notice (including revoking entitlements or changing any APIs in the Apple Software that enable access to the Services). In no event will Apple be liable for the removal of or disabling of access to any of the foregoing. Apple may also impose limits and restrictions on the use of or access to the Apple Services, may remove the Apple Services for indefinite time periods, may revoke Your access to the Apple Services, or may cancel the Apple Services (or any part thereof) at any time without notice or liability to You and in its sole discretion.

Apple does not guarantee the availability, accuracy, completeness, reliability, or timeliness of any data or information displayed by any Apple Services. To the extent You choose to use the Apple Services with Your Covered Products, You are responsible for Your reliance on any such data or information. You are responsible for Your use of the Apple Software and Apple Services, and if You use such Services, then it is Your responsibility to maintain appropriate alternate backup of all Your content, information and data, including but not limited to any content that You may provide to Apple for hosting as part of Your use of the Services. You understand and agree that You may not be able to access certain Apple Services upon expiration or termination of this Agreement and that Apple reserves the right to suspend access to or delete content, data or information that You or Your Covered Product have stored through Your use of such Services provided hereunder. You should review the Documentation and policy notices posted by Apple prior to using any Apple Services.

Apple Services may not be available in all languages or in all countries, and Apple makes no representation that any such Services would be appropriate, accurate or available for use in any particular location or product. To the extent You choose to use the Apple Services with Your Applications, You do so at Your own initiative and are responsible for compliance with any applicable laws. Apple reserves the right to charge fees for Your use of the Apple Services. Apple will inform You of any Apple Service fees or fee changes by email and information about such fees will be posted in the Program web portal, iTunes Connect or the CloudKit dashboard. Apple Service availability and pricing are subject to change. Further, Apple Services may not be made available for all Covered Products and may not be made available to all developers. Apple reserves the right to not provide (or to cease providing) the Apple Services to any or all developers at any time in its sole discretion.

2.9 Third-Party Service Providers

Unless otherwise prohibited by Apple in the Documentation, You are permitted to employ or retain a third party ("**Service Provider**") to assist You in using the Apple Software and Services provided pursuant to this Agreement, including, but not limited to, engaging any such Service Provider to maintain and administer Your Applications' servers on Your behalf, provided that any such Service Provider's use of the Apple Software and Services or any materials associated therewith is done solely on Your behalf and only in accordance with these terms. You agree to have a binding written agreement with Your Service Provider with terms at least as restrictive and protective of Apple as those set forth herein. Any actions undertaken by any such Service Provider in relation to Your Applications or use of the Apple Software or Apple Services and/or

arising out of this Agreement shall be deemed to have been taken by You, and You (in addition to the Service Provider) shall be responsible to Apple for all such actions (or any inactions). In the event of any actions or inactions by the Service Provider that would constitute a violation of this Agreement or otherwise cause any harm, Apple reserves the right to require You to cease using such Service Provider.

2.10 Updates; No Support or Maintenance

Apple may extend, enhance, or otherwise modify the Apple Software or Services (or any part thereof) provided hereunder at any time without notice, but Apple shall not be obligated to provide You with any Updates to the Apple Software or Services. If Updates are made available by Apple, the terms of this Agreement will govern such Updates, unless the Update is accompanied by a separate license in which case the terms of that license will govern. You understand that such modifications may require You to change or update Your Covered Products. Further, You acknowledge and agree that such modifications may affect Your ability to use, access, or interact with the Apple Software and Services. Apple is not obligated to provide any maintenance, technical or other support for the Apple Software or Services. You acknowledge that Apple has no express or implied obligation to announce or make available any Updates to the Apple Software or to any Services to anyone in the future. Should an Update be made available, it may have APIs, features, services or functionality that are different from those found in the Apple Software licensed hereunder or the Services provided hereunder.

3. Your Obligations

3.1 General

You certify to Apple and agree that:

- (a) You are of the legal age of majority in the jurisdiction in which You reside (at least 18 years of age in many countries) and have the right and authority to enter into this Agreement on Your own behalf, or if You are entering into this Agreement on behalf of Your company, organization, educational institution, or agency, instrumentality, or department of the federal government, that You have the right and authority to legally bind such entity or organization to the terms and obligations of this Agreement;
- (b) All information provided by You to Apple or Your end-users in connection with this Agreement or Your Covered Products, including without limitation Licensed Application Information or Pass Information, will be current, true, accurate, supportable and complete and, with regard to information You provide to Apple, You will promptly notify Apple of any changes to such information. Further, You agree that Apple may share such information (including email address and mailing address) with third parties who have a need to know for purposes related thereto (e.g., intellectual property questions, customer service inquiries, etc.);
- (c) You will comply with the terms of and fulfill Your obligations under this Agreement, including obtaining any required consents for Your Authorized Developers' use of the Apple Software and Services, and You agree to monitor and be fully responsible for all such use by Your Authorized Developers and their compliance with the terms of this Agreement;
- (d) You will be solely responsible for all costs, expenses, losses and liabilities incurred, and activities undertaken by You and Your Authorized Developers in connection with the Apple Software and Apple Services, the Authorized Test Units, Registered Devices, Your Covered Products and Your related development and distribution efforts, including, but not limited to, any related development efforts, network and server equipment, Internet service(s), or any other hardware, software or services used by You in connection with Your use of any services;
- (e) For the purposes of Schedule 1(if applicable), You represent and warrant that You own or control the necessary rights in order to appoint Apple and Apple Subsidiaries as Your worldwide agent for the delivery of Your Licensed Applications, and that the fulfillment of such appointment by Apple and Apple Subsidiaries shall not violate or infringe the rights of any third party; and
- (f) You will not act in any manner which conflicts or interferes with any existing commitment or obligation You may have and no agreement previously entered into by You will interfere with Your performance of Your obligations under this Agreement.

3.2 Use of the Apple Software

As a condition to using the Apple Software and any Apple Services, You agree that:

- (a) You will use the Apple Software and any services only for the purposes and in the manner expressly permitted by this Agreement and in accordance with all applicable laws and regulations;
- (b) You will not use the Apple Software or any Apple Services for any unlawful or illegal activity, nor to develop any Covered Product, which would commit or facilitate the commission of a crime, or other tortious, unlawful or illegal act;
- (c) Your Application, Library and/or Pass will be developed in compliance with the Documentation and the Program Requirements, the current set of which is set forth in **Section 3.3** below;
- (d) To the best of Your knowledge and belief, Your Covered Products, Licensed Application Information, and Pass Information do not and will not violate, misappropriate, or infringe any Apple or third party copyrights, trademarks, rights of privacy and publicity, trade secrets, patents, or other proprietary or legal rights (e.g., musical composition or performance rights, video rights, photography or image rights, logo rights, third party data rights, etc. for content and materials that may be included in Your Application);
- (e) You will not, through use of the Apple Software, Apple Certificates, services or otherwise, create any Covered Product or other code or program that would disable, hack or otherwise interfere with the Security Solution, or any security, digital signing, digital rights management, verification or authentication mechanisms implemented in or by iOS, watchOS, tvOS, the Apple Software, or any services, or other Apple software or technology, or enable others to do so (except to the extent expressly permitted by Apple in writing);
- (f) You will not, directly or indirectly, commit any act intended to interfere with the Apple Software or Services, the intent of this Agreement, or Apple's business practices including, but not limited to, taking actions that may hinder the performance or intended use of the App Store, B2B Program, or the Program (e.g., submitting fraudulent reviews of Your own Application or any third party application, choosing a name for Your Application that is substantially similar to the name of a third party application in order to create consumer confusion, or squatting on application names to prevent legitimate third party use);
- (g) Applications for iOS Products, Apple Watch, or Apple TV developed using the Apple Software may be distributed only if selected by Apple (in its sole discretion) for distribution via the App Store, B2B Program, for beta distribution through TestFlight, or through Ad Hoc distribution as contemplated in this Agreement;
- (h) Passes developed using the Apple Software may be distributed to Your end-users via email, a website or an Application. You agree that all development of Passes must be in accordance with the terms of this Agreement, including Attachment 5; and
- (i) Safari Extensions signed with an Apple Certificate may be distributed to Your end-users in accordance with the terms of this Agreement, including Attachment 7.

3.3 Program Requirements

Any Application that will be submitted to the App Store, B2B Program or TestFlight, or that will be distributed through Ad Hoc distribution, must be developed in compliance with the Documentation and the Program Requirements, the current set of which is set forth below in this **Section 3.3**. Libraries and Passes are subject to the same criteria:

APIs and Functionality:

3.3.1 Applications may only use Documented APIs in the manner prescribed by Apple and must not use or call any private APIs. Further, macOS Applications submitted to Apple for distribution on the App Store may use only Documented APIs included in the default installation of macOS or as bundled with Xcode and the Mac SDK; deprecated technologies (such as Java) may not be used.

3.3.2 Except as set forth in the next paragraph, an Application may not download or install executable code. Interpreted code may be downloaded to an Application but only so long as such code: (a) does not change the primary purpose of the Application by providing features or

functionality that are inconsistent with the intended and advertised purpose of the Application as submitted to the App Store, (b) does not create a store or storefront for other code or applications, and (c) does not bypass signing, sandbox, or other security features of the OS.

An Application that is a programming environment intended for use in learning how to program may download and run executable code so long as the following requirements are met: (i) no more than 80 percent of the Application's viewing area or screen may be taken over with executable code, except as otherwise permitted in the Documentation, (ii) the Application must present a reasonably conspicuous indicator to the user within the Application to indicate that the user is in a programming environment, (iii) the Application must not create a store or storefront for other code or applications, and (iv) the source code provided by the Application must be completely viewable and editable by the user (e.g., no pre-compiled libraries or frameworks may be included with the code downloaded).

3.3.3 Without Apple's prior written approval or as permitted under **Section 3.3.25 (In-App Purchase API)**, an Application may not provide, unlock or enable additional features or functionality through distribution mechanisms other than the App Store, B2B Program or TestFlight.

3.3.4 An Application for iOS, watchOS, or tvOS may only read data from or write data to an Application's designated container area on the device, except as otherwise specified by Apple. For macOS Applications submitted to Apple for distribution on the App Store: (a) all files necessary for the Application to execute on macOS must be in the Application bundle submitted to Apple and must be installed by the App Store; (b) all localizations must be in the same Application bundle and may not include a suite or collection of independent applications within a single Application bundle; (c) native user interface elements or behaviors of macOS (e.g., the system menu, window sizes, colors, etc.) may not be altered, modified or otherwise changed; (d) You may not use any digital rights management or other copy or access control mechanisms in such Applications without Apple's written permission or as specified in the Documentation; and (e) except as otherwise permitted by **Section 3.3.25 (In-App Purchase API)**, such Applications may not function as a distribution mechanism for software and may not include features or functionality that create or enable a software store, distribution channel or other mechanism for software delivery within such Applications (e.g., an audio application may not include an audio filter plug-in store within the Application).

3.3.5 An Application for an iOS Product must have at least the same features and functionality when run by a user in compatibility mode on an iPad (e.g., an iPhone app running in an equivalent iPhone-size window on an iPad must perform in substantially the same manner as when run on the iPhone; provided that this obligation will not apply to any feature or functionality that is not supported by a particular hardware device, such as a video recording feature on a device that does not have a camera). Further, You agree not to interfere or attempt to interfere with the operation of Your Application in compatibility mode.

3.3.6 You may use the Multitasking services only for their intended purposes as described in the Documentation.

User Interface, Data Collection, Local Laws and Privacy:

3.3.7 Applications must comply with the Human Interface Guidelines and other Documentation provided by Apple.

3.3.8 If Your Application makes recordings (including but not limited to an image, picture or voice capture or recording) (collectively "Recordings"), a reasonably conspicuous audio, visual or other indicator must be displayed to the user as part of the Application to indicate that a Recording is taking place. In addition, any form of data, content or information collection, processing, maintenance, uploading, syncing, storage, transmission, sharing, disclosure or use

performed by, through or in connection with Your Application must comply with all applicable privacy laws and regulations as well as any related Program Requirements, including but not limited to any notice or consent requirements.

3.3.9 You and Your Applications (and any third party with whom You have contracted to serve advertising) may not collect user or device data without prior user consent, whether such data is obtained directly from the user or through the use of the Apple Software or Apple SDKs, and then only to provide a service or function that is directly relevant to the use of the Application, or to serve advertising in accordance with **Sections 3.3.12 and 3.3.13**. You may not use analytics software in Your Application to collect and send device data to a third party. Further, neither You nor Your Application will use any permanent, device-based identifier, or any data derived therefrom, for purposes of uniquely identifying a device.

3.3.10 You must provide clear and complete information to users regarding Your collection, use and disclosure of user or device data, e.g., a link to Your privacy policy on the App Store. Furthermore, You must take appropriate steps to protect such data from unauthorized use, disclosure or access by third parties. If a user ceases to consent or affirmatively revokes consent for Your collection, use or disclosure of his or her user or device data, You (and any third party with whom You have contracted to serve advertising) must promptly cease all such use. In addition, if Your Application accesses the HealthKit, Motion & Fitness, HomeKit, Intents Framework, or Apple Pay APIs, provides keyboard extension functionality, accesses Face Data, or is primarily intended for use by children, You must provide a privacy policy to Your end-users explaining Your collection, use, disclosure, sharing, and retention of user or device data.

3.3.11 Applications must comply with all applicable criminal, civil and statutory laws and regulations, including those in any jurisdictions in which Your Applications may be offered or made available. In addition:

- You and the Application must comply with all applicable privacy and data collection laws and regulations with respect to any collection, use or disclosure of user or device data;
- Applications may not be designed or marketed for the purpose of harassing, abusing, spamming, stalking, threatening or otherwise violating the legal rights (such as the rights of privacy and publicity) of others;
- Neither You nor Your Application may perform any functions or link to any content, services, information or data or use any robot, spider, site search or other retrieval application or device to scrape, mine, retrieve, cache, analyze or index software, data or services provided by Apple or its licensors, or obtain (or try to obtain) any such data, except the data that Apple expressly provides or makes available to You in connection with such services. You agree that You will not collect, disseminate or use any such data for any unauthorized purpose; and
- If Your Application is intended for human subject research, then You agree to inform participants of the intended uses and disclosures of their personally identifiable data as part of such research and to obtain consent from such participants (or their guardians) who will be using Your Application for such research purposes. Further, You shall prohibit third parties to whom You provide any de-identified or coded data from re-identifying (or attempting to re-identify) any participants using such data without participant consent, and You agree to require that such third parties pass the foregoing restriction on to any other parties who receive such de-identified or coded data.

Advertising Identifier:

3.3.12 You and Your Applications (and any third party with whom You have contracted to serve advertising) may use the Advertising Identifier, and any information obtained through the use of the Advertising Identifier, only for the purpose of serving advertising. If a user resets the

Advertising Identifier, then You agree not to combine, correlate, link or otherwise associate, either directly or indirectly, the prior Advertising Identifier and any derived information with the reset Advertising Identifier.

Advertising Preference:

3.3.13 For Applications compiled for any iOS version or tvOS version providing access to the Ad Support APIs, You agree to check a user's Advertising Preference prior to serving any advertising using the Advertising Identifier, and You agree to abide by a user's setting in the Advertising Preference.

Location and Maps; User Consents:

3.3.14 Applications that use location-based APIs (e.g., Core Location, MapKit API) or otherwise provide location-based services may not be designed or marketed for automatic or autonomous control of vehicle behavior, or for emergency or life-saving purposes. In addition, Applications that offer location-based services or functionality must notify and obtain consent from an individual before his or her location data is collected, transmitted or otherwise used by the Application.

3.3.15 If You choose to provide Your own location-based service, data and/or information in conjunction with the Apple maps provided through the Apple Maps Service (e.g., overlaying a map or route You have created on top of an Apple map), You are solely responsible for ensuring that Your service, data and/or information correctly aligns with any Apple maps used. For Applications that use location-based APIs for real-time navigation (including, but not limited to, turn-by-turn route guidance and other routing that is enabled through the use of a sensor), You must have an end-user license agreement that includes the following notice: YOUR USE OF THIS REAL TIME ROUTE GUIDANCE APPLICATION IS AT YOUR SOLE RISK. LOCATION DATA MAY NOT BE ACCURATE.

3.3.16 Applications must not disable, override or otherwise interfere with any Apple-implemented system alerts, warnings, display panels, consent panels and the like, including, but not limited to, those that are intended to notify the user that the user's location data, address book data, calendar, photos, audio data, and/or reminders are being collected, transmitted, maintained, processed or used, or intended to obtain consent for such use. If consent is denied or withdrawn, Applications may not collect, transmit, maintain, process or utilize such data or perform any other actions for which the user's consent has been denied or withdrawn.

3.3.17 If Your Application uses or accesses the MapKit API from a device running iOS version 6 or later, Your Application will access and use the Apple Maps Service. All use of the MapKit API and Apple Maps Service must be in accordance with the terms of this Agreement (including the Program Requirements) and Attachment 6 (Additional Terms for the use of the Apple Maps Service). If Your Application uses or accesses the MapKit API from a device running iOS version 5 or earlier, Your Application will access and use the Google Mobile Maps (GMM) service. Such use of the GMM Service is subject to Google's Terms of Service which are set forth at: <http://code.google.com/apis/maps/terms/iPhone.html>. If You do not accept such Google Terms of Service, including, but not limited to all limitations and restrictions therein, You may not use the GMM service in Your Application, and You acknowledge and agree that such use will constitute Your acceptance of such Terms of Service.

Content and Materials:

3.3.18 Any master recordings and musical compositions embodied in Your Application must be wholly-owned by You or licensed to You on a fully paid-up basis and in a manner that will not require the payment of any fees, royalties and/or sums by Apple to You or any third party. In addition, if Your Application will be distributed outside of the United States, any master recordings

and musical compositions embodied in Your Application (a) must not fall within the repertoire of any mechanical or performing/communication rights collecting or licensing organization now or in the future and (b) if licensed, must be exclusively licensed to You for Your Application by each applicable copyright owner.

3.3.19 If Your Application includes or will include any other content, You must either own all such content or have permission from the content owner to use it in Your Application.

3.3.20 Applications may be rejected if they contain content or materials of any kind (text, graphics, images, photographs, sounds, etc.) that in Apple's reasonable judgment may be found objectionable or inappropriate, for example, materials that may be considered obscene, pornographic, or defamatory.

3.3.21 Applications must not contain any malware, malicious or harmful code, program, or other internal component (e.g., computer viruses, trojan horses, "backdoors") which could damage, destroy, or adversely affect the Apple Software, services, Apple-branded products, or other software, firmware, hardware, data, systems, services, or networks.

3.3.22 If Your Application includes any FOSS, You agree to comply with all applicable FOSS licensing terms. You also agree not to use any FOSS in the development of Your Application in such a way that would cause the non-FOSS portions of the Apple Software to be subject to any FOSS licensing terms or obligations.

3.3.23 Your Application may include promotional sweepstake or contest functionality provided that You are the sole sponsor of the promotion and that You and Your Application comply with any applicable laws and fulfill any applicable registration requirements in the country or territory where You make Your Application available and the promotion is open. You agree that You are solely responsible for any promotion and any prize, and also agree to clearly state in binding official rules for each promotion that Apple is not a sponsor of, or responsible for conducting, the promotion.

3.3.24 Your Application may include a direct link to a page on Your web site where You include the ability for an end-user to make a charitable contribution, provided that You comply with any applicable laws (which may include providing a receipt), and fulfill any applicable regulation or registration requirements, in the country or territory where You enable the charitable contribution to be made. You also agree to clearly state that Apple is not the fundraiser.

In-App Purchase API:

3.3.25 All use of the In-App Purchase API and related services must be in accordance with the terms of this Agreement (including the Program Requirements) and Attachment 2 (Additional Terms for Use of the In-App Purchase API).

Network Extension Framework:

3.3.26 Your Application must not access the Network Extension Framework unless Your Application is primarily designed for providing networking capabilities, and You have received an entitlement from Apple for such access. You agree to the following if You receive such entitlement:

- You agree to clearly disclose to end-users how You and Your Application will be using their network information and, if applicable, filtering their network data, and You agree to use such data and information only as expressly consented to by the end-user and as expressly permitted herein;
- You agree to store and transmit network information or data from an end-user in a secure and

appropriate manner;

- You agree not to divert an end-user's network data or information through any undisclosed, improper, or misleading processes, e.g., to filter it through a website to obtain advertising revenue or spoof a website;
- You agree not to use any network data or information from end-users to bypass or override any end-user settings, e.g., You may not track an end-user's WiFi network usage to determine their location if they have disabled location services for Your Application; and
- Notwithstanding anything to the contrary in **Section 3.3.9**, You and Your Application may not use the Network Extension Framework, or any data or information obtained through the Network Extension Framework, for any purpose other than providing networking capabilities in connection with Your Application (e.g., not for using an end-user's Internet traffic to serve advertising or to otherwise build user profiles for advertising).

Apple reserves the right to not provide You with an entitlement to use the Network Extension Framework in its sole discretion and to revoke such entitlement at any time.

MFi Accessories:

3.3.27 Your Application may interface, communicate, or otherwise interoperate with or control an MFi Accessory (as defined above) through wireless transports or through Apple's lightning or 30-pin connectors only if (i) such MFi Accessory is licensed under Apple's MFi/Works with Apple Program at the time that You initially submit Your Application, (ii) the MFi Licensee has added Your Application to a list of those approved for interoperability with their MFi Accessory, and (iii) the MFi Licensee has received approval from the Apple MFi/Works with Apple Program for such addition.

Regulatory Compliance:

3.3.28 You will fulfill any applicable regulatory requirements, including full compliance with all applicable laws, regulations, and policies related to the manufacturing, marketing, sale and distribution of Your Application in the United States, and in particular the requirements of the U.S. Food and Drug Administration ("FDA") as well as other U.S. regulatory bodies such as the FAA, HHS, FTC, and FCC, and the laws, regulations and policies of any other applicable regulatory bodies in any countries or territories where You use or make Your Application available, e.g., MHRA, CFDA. However, You agree that You will not seek any regulatory marketing permissions or make any determinations that may result in any Apple products being deemed regulated or that may impose any obligations or limitations on Apple. By submitting Your Application to Apple for selection for distribution, You represent and warrant that You are in full compliance with any applicable laws, regulations, and policies, including but not limited to all FDA laws, regulations and policies, related to the manufacturing, marketing, sale and distribution of Your Application in the United States, as well as in other countries or territories where You plan to make Your Application available. You also represent and warrant that You will market Your Application only for its cleared or approved intended use/indication for use, and only in strict compliance with applicable regulatory requirements. Upon Apple's request, You agree to promptly provide any such clearance documentation to support the marketing of Your Application. If requested by the FDA or by another government body that has a need to review or test Your Application as part of its regulatory review process, You may provide Your Application to such entity for review purposes. You agree to promptly notify Apple in accordance with the procedures set forth in **Section 14.5** of any complaints or threats of complaints regarding Your Application in relation to any such regulatory requirements, in which case Apple may remove Your Application from distribution.

Cellular Network:

3.3.29 If an Application requires or will have access to the cellular network, then additionally such Application:

- Must comply with Apple's best practices and other guidelines on how Applications should access and use the cellular network; and
- Must not in Apple's reasonable judgment excessively use or unduly burden network capacity or bandwidth.

3.3.30 Because some mobile network operators may prohibit or restrict the use of Voice over Internet Protocol (VoIP) functionality over their network, such as the use of VoIP telephony over a cellular network, and may also impose additional fees, or other charges in connection with VoIP. You agree to inform end-users, prior to purchase, to check the terms of agreement with their operator, for example, by providing such notice in the marketing text that You provide accompanying Your Application on the App Store. In addition, if Your Application allows end-users to send SMS messages or make cellular voice calls, then You must inform the end-user, prior to use of such functionality, that standard text messaging rates or other carrier charges may apply to such use.

Apple Push Notification Service and Local Notifications:

3.3.31 All use of Push Notifications via the Apple Push Notification Service or Local Notifications must be in accordance with the terms of this Agreement (including the Program Requirements) and Attachment 1 (Additional Terms for Apple Push Notification Service and Local Notifications).

Game Center:

3.3.32 All use of the Game Center must be in accordance with the terms of this Agreement (including the Program Requirements) and Attachment 3 (Additional Terms for the Game Center).

iCloud:

3.3.33 All use of the iCloud Storage APIs and CloudKit APIs, as well as Your use of the iCloud service under this Agreement, must be in accordance with the terms of this Agreement (including the Program Requirements) and Attachment 4 (Additional Terms for the use of iCloud).

Wallet:

3.3.34 Your development of Passes, and use of the Pass Type ID and Wallet under this Agreement, must be in accordance with the terms of this Agreement (including the Program Requirements) and Attachment 5 (Additional Terms for Passes).

Additional Services or End-User Pre-Release Software:

3.3.35 From time to time, Apple may provide access to additional Services or pre-release Apple Software for You to use in connection with Your Applications, or as an end-user for evaluation purposes. Some of these may be subject to separate terms and conditions in addition to this Agreement, in which case Your usage will also be subject to those terms and conditions. Such services or software may not be available in all languages or in all countries, and Apple makes no representation that they will be appropriate or available for use in any particular location. To the extent You choose to access such services or software, You do so at Your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. To the extent any such software includes Apple's FaceTime or Messages feature, You acknowledge and agree that when You use such features, the telephone numbers and device identifiers associated with Your Authorized Test Units, as well as email addresses and/or Apple

ID information You provide, may be used and maintained by Apple to provide and improve such software and features. Certain services made accessible to You through the Apple Software may be provided by third parties. You acknowledge that Apple will not have any liability or responsibility to You or any other person (including to any end-user) for any third-party services or for any Apple services. Apple and its licensors reserve the right to change, suspend, remove, or disable access to any services at any time. In no event will Apple be liable for the removal or disabling of access to any such services. Further, upon any commercial release of such software or services, or earlier if requested by Apple, You agree to cease all use of the pre-release Apple Software or Services provided to You as an end-user for evaluation purposes under this Agreement.

3.3.36 If Your Application accesses the Twitter service through the Twitter API, such access is subject to the Twitter terms of service set forth at: <http://dev.twitter.com>. If You do not accept such Twitter terms of service, including, but not limited to all limitations and restrictions therein, You may not access the Twitter service in Your Application through the use of the Twitter API, and You acknowledge and agree that such use will constitute Your acceptance of such terms of service.

3.3.37 If Your Application accesses data from an end-user's Address Book through the Address Book API, You must notify and obtain consent from the user before his or her Address Book data is accessed or used by Your Application. Further, Your Application may not provide an automated mechanism that transfers only the Facebook Data portions of the end-user's Address Book altogether to a location off of the end-user's device. For the sake of clarity, this does not prohibit an automated transfer of the user's entire Address Book as a whole, so long as user notification and consent requirements have been fulfilled; and does not prohibit enabling users to transfer any portion of their Address Book data manually (e.g., by cutting and pasting) or enabling them to individually select particular data items to be transferred.

Extensions:

3.3.38 Applications that include extensions in the Application bundle must provide some functionality beyond just the extensions (e.g., help screens, additional settings), unless an Application includes a WatchKit Extension. In addition:

- Extensions (excluding WatchKit Extensions) may not include advertising, product promotion, direct marketing, or In-App Purchase offers in their extension view;
- Extensions may not block the full screen of an iOS Product or Apple TV, or redirect, obstruct or interfere in an undisclosed or unexpected way with a user's use of another developer's application or any Apple-provided functionality or service;
- Extensions may operate only in Apple-designated areas of iOS, watchOS or tvOS as set forth in the Documentation;
- Extensions that provide keyboard functionality must be capable of operating independent of any network access and must include Unicode characters (vs. pictorial images only);
- Any keystroke logging done by any such extension must be clearly disclosed to the end-user prior to any such data being sent from an iOS Product, and notwithstanding anything else in **Section 3.3.9**, such data may be used only for purposes of providing or improving the keyboard functionality of Your Application (e.g., not for serving advertising);
- Any message filtering done by an extension must be clearly disclosed to the end-user, and notwithstanding anything else in **Section 3.3.9**, any SMS or MMS data (whether accessed through a message filtering extension or sent by iOS to a messaging extension's corresponding server) may be used only for purposes of providing or improving the message experience of the

user by reducing spam or messages from unknown sources, and must not be used for serving advertising or for any other purpose. Further, SMS or MMS data from a user that is accessed within the extension may not be exported from the extension's designated container area in any way; and

- Your Application must not automate installation of extensions or otherwise cause extensions to be installed without the user's knowledge, and You must accurately specify to the user the purpose and functionality of the extension.

HealthKit APIs and Motion & Fitness APIs:

3.3.39 Your Application must not access the HealthKit APIs or Motion & Fitness APIs unless it is primarily designed to provide health, motion, and/or fitness services, and this usage is clearly evident in Your marketing text and user interface. In addition:

- Notwithstanding anything to the contrary in **Section 3.3.9**, You and Your Application may not use the HealthKit APIs or the Motion & Fitness APIs, or any information obtained through the HealthKit APIs or the Motion & Fitness APIs, for any purpose other than providing health, motion, and/or fitness services in connection with Your Application (e.g., not for serving advertising);
- You must not use the HealthKit APIs or the Motion & Fitness APIs, or any information obtained through the HealthKit APIs or the Motion & Fitness APIs, to disclose or provide an end-user's health, motion, and/or fitness information to a third party without express end-user consent, and then only for purposes of enabling the third party to provide health, motion, and/or fitness services. For example, You must not share or sell an end-user's health information collected through the HealthKit APIs or Motion & Fitness APIs to advertising platforms, data brokers or information resellers. For clarity, You may allow end-users to consent to share their data with third parties for medical research purposes; and
- You agree to clearly disclose to end-users how You and Your Application will be using their health, motion, and/or fitness information and to use it only as expressly consented to by the end-user and as expressly permitted herein.

3.3.40 If Your Application accesses NikeFuel points information through the HealthKit APIs, then Your use of the NikeFuel points information is subject to the NikeFuel points terms of service set forth at: <https://developer.nike.com/healthkit/nikefuel-use-agreement.html>. If You do not accept such NikeFuel terms of service, including, but not limited to all limitations and restrictions therein, You may not use such NikeFuel points information in Your Application, and You acknowledge and agree that such use will constitute Your acceptance of such terms of service.

HomeKit APIs:

3.3.41 Your Application must not access the HomeKit APIs unless it is primarily designed to provide home configuration or home automation services (e.g., turning on a light, lifting a garage door) for Licensed HomeKit Accessories and this usage is clearly evident in Your marketing text and user interface. You agree not to use the HomeKit APIs for any purpose other than interfacing, communicating, interoperating with or otherwise controlling a Licensed HomeKit Accessory or for using the HomeKit Database, and then only for home configuration or home automation purposes in connection with Your Application. In addition:

- Your Application may use information obtained from the HomeKit APIs and/or the HomeKit Database only on an iOS Product and may not export, remotely access or transfer such information off a device (e.g., a lock password cannot be sent off an end-user's device to be stored in an external non-Apple database); and

- Notwithstanding anything to the contrary in **Section 3.3.9**, You and Your Application may not use the HomeKit APIs, or any information obtained through the HomeKit APIs or through the HomeKit Database, for any purpose other than providing or improving home configuration or home automation services in connection with Your Application (e.g., not for serving advertising).

Apple Pay APIs:

3.3.42 Your Application may use the Apple Pay APIs solely for the purpose of facilitating payment transactions that are made by or through Your Application, and only for the purchase of goods and services that are to be used outside of any iOS Product or Apple Watch, unless otherwise permitted by Apple in writing. For clarity, nothing in this **Section 3.3.42** supplants any of the rules or requirements for the use of the In-App Purchase API, including but not limited to **Section 3.3.3** and the guidelines. In addition:

- You acknowledge and agree that Apple is not a party to any payment transactions facilitated through the use of the Apple Pay APIs and is not responsible for any such transactions, including but not limited to the unavailability of any end-user payment cards or payment fraud. Such payment transactions are between You and Your bank, acquirer, card networks, or other parties You utilize for transaction processing, and You are responsible for complying with any agreements You have with such third parties. In some cases, such agreements may contain terms specifying specific rights, obligations or limitations that You accept and assume in connection with Your decision to utilize the functionality of the Apple Pay APIs;

- You agree to store any private keys provided to You as part of Your use of the Apple Pay APIs in a secure manner (e.g., encrypted on a server) and in accordance with the Documentation. You agree not to store any end-user payment information in an unencrypted manner on an iOS Product. For clarity, You may not decrypt any such end-user payment information on an iOS Product; and

- You agree not to call the Apple Pay APIs or otherwise attempt to gain information through the Apple Pay APIs for purposes unrelated to facilitating end-user payment transactions.

3.3.43 As part of facilitating an end-user payment transaction through the Apple Pay APIs, Apple may provide You (whether You are acting as the Merchant or as an Intermediary Party) with an Apple Pay Payload. If You receive an Apple Pay Payload, then You agree to the following:

- If You are acting as the Merchant, then You may use the Apple Pay Payload to process the end-user payment transaction and for other uses that You disclose to the end-user, and only in accordance with applicable law; and

- If You are acting as an Intermediary Party, then:

(a) You may use the Apple Pay Payload only for purposes of facilitating the payment transaction between the Merchant and the end-user and for Your own order management purposes (e.g., customer service) as part of such transaction;

(b) You agree that You will not hold the Apple Pay Payload data for any longer than necessary to fulfill the payment transaction and order management purposes for which it was collected;

(c) You agree not to combine data obtained through the Apple Pay APIs, including but not limited to, the Apple Pay Payload with any other data that You may have about such end-user (except to the limited extent necessary for order management purposes). For clarity, an Intermediary Party may not use data obtained through the Apple Pay APIs for advertising or marketing purposes, for developing or enhancing a user profile, or to otherwise target end-users;

(d) You agree to disclose to end-users that You are an Intermediary Party to the transaction and to provide the identity of the Merchant for a particular transaction on the Apple Pay Payment Sheet (in addition to including Your name as an Intermediary Party); and

(e) If You use a Merchant, then You will be responsible for ensuring that the Merchant You select uses the Apple Pay Payload provided by You only for purposes of processing the end-user payment transaction and for other uses they have disclosed to the end-user, and only in accordance with applicable law. You agree to have a binding written agreement with such Merchant with terms at least as restrictive and protective of Apple as those set forth herein. Any actions undertaken by any such Merchant in relation to such Apple Pay Payload or the payment transaction shall be deemed to have been taken by You, and You (in addition to such Merchant) shall be responsible to Apple for all such actions (or any inactions). In the event of any actions or inactions by such Merchant that would constitute a violation of this Agreement or otherwise cause any harm, Apple reserves the right to require You to cease using such Merchant.

Intents Framework:

3.3.44 Your Application may register as an Intent destination using the Intents Framework only if Your Application is designed to provide relevant responses to a user, or otherwise carry out the user's request or intent, in connection with an Intents Framework domain (e.g., ride sharing) supported by Your Application and this usage is clearly evident in Your marketing text and user interface. In addition:

- Your Application may use information obtained through the Intents Framework only on an iOS Product and may not export, remotely access or transfer such information off a device except to the extent necessary to provide or improve relevant responses to a user or carry out a user's request or in connection with your Application; and
- Notwithstanding anything to the contrary in **Section 3.3.9**, You and Your Application may not use the Intents Framework, or any information obtained through the Intents Framework, for any purpose other than providing relevant responses to a user or otherwise carrying out a user's request or intent in connection with an Intents Framework domain supported by Your Application and/or for improving your Application's responsiveness to user requests (e.g., not for serving advertising).

3.3.45 If Your Application uses IntentKit APIs that enable audio data to be processed by Apple, you agree to clearly disclose to end-users that You and Your Application will be sending their recorded audio data to Apple for speech recognition, processing and/or transcription purposes, and that such audio data may be used to improve and provide Apple products and services. You further agree to use such audio data, and recognized text that may be returned from the IntentKit APIs, only as expressly consented to by the end-user and as expressly permitted herein.

3.3.46 You acknowledge and agree that Apple may impose restrictions on Your usage of the Intentkit APIs (e.g., limiting the number of requests Your Application may receive and/or transactions Your Application may make through the IntentKit APIs) or may revoke or remove Your access to the IntentKit APIs (or any part thereof) at any time in its sole discretion.

Single Sign-On API:

3.3.47 You must not access or use the Single Sign-On API unless You are a Multi-channel Video Programming Distributor (MVPD) or unless Your Application is primarily designed to provide authenticated video programming via a subscription-based MVPD service, and You have received an entitlement from Apple to use the Single Sign-On API. If You have received such an entitlement, You are permitted to use the Single Sign-On API solely for the purpose of authenticating a user's entitlement to access Your MVPD content for viewing on an Apple Product, in accordance with the Single Sign-on Specification. Any such use must be in compliance with the Documentation for the Single Sign-On Specification. You acknowledge that Apple reserves the right to not provide You such an entitlement, and to revoke such entitlement, at any time, in its sole discretion.

If You use the Single Sign-On API, You will be responsible for providing the sign-in page accessed by users via the Single Sign-On API where users sign in to authenticate their right to access Your MVPD content. You agree that such sign-in page will not display advertising, and that the content and appearance of such page will be subject to Apple's prior review and approval.

If You use the Single Sign-On API and Apple provides an updated version of such API and/or the Single Sign-on Specification, You agree to update Your implementation to conform with the newer version and specification within 3 months after receiving the update from Apple.

You authorize Apple to use, reproduce, and display the trademarks provided by you for use in connection with the Single-Sign-On feature, including use in the user interface screens in Apple products where the user selects the provider and authenticates through Single Sign-on, and/or to provide the user with a list of apps that are accessible to such user through Single Sign-On. You also grant Apple the right to use screen shots and images of such user interface, including but not limited to use in instructional materials, training materials, marketing materials, and advertising in any medium. Data provided via the Single Sign-On API will be considered Licensed Application Information hereunder, but will be subject to the use limitations set forth in this Section.

You must not collect, store or use data provided via the Single Sign-On API for any purpose other than to authenticate a user's entitlement to access Your MVPD content on an Apple product, to provide the user access to Your MVPD content, and/or to address performance and technical problems with Your MVPD service. You will not provide or disclose data, content or information obtained from use of the Single Sign-On API to any other party except for authentication information provided to a video programming provider whose programming is offered as part of an MVPD subscription offered by You, and solely for the purpose of authenticating the user's entitlement to access such video programming on an Apple product under the user's MVPD subscription.

TV App API:

3.3.48 You may not use the TV App API unless (a) Your Application is primarily designed to provide video programming, (b) You have received an entitlement from Apple, and (c) Your use is in accordance with the TV App Specification. To the extent that You provide TV App Data to Apple, Apple may store, use, reproduce and display such data solely for the purposes of: (a) providing information and recommendations to users of TV App Features, (b) enabling users to link from such recommendations and/or information to content for viewing via Your Licensed Application, and/or (c) servicing, maintenance, and optimization of TV App Features. With respect to any TV App Data that has been submitted by You prior to termination of this Agreement, Apple may continue to use such data in accordance with this **Section 3.3.48** after termination of this Agreement. TV App Data will be considered Licensed Application Information under this Agreement, but will be subject to the use limitations set forth in this Section. You acknowledge that Apple reserves the right to not include Your Licensed Application in the TV App Features, in its sole discretion.

Apple will obtain user consent based on the user's Apple ID before including Your Licensed Application in the TV App Features displayed under that Apple ID. Apple will also provide users with the ability to withdraw such consent at any time thereafter and to delete their TV App Data from Apple's systems. In addition, You may solicit user consent based upon Your own subscriber ID system. You are responsible for Your compliance with all applicable laws, including any applicable local laws for obtaining user consent with respect to your provision of TV App Data to Apple.

Spotlight-Image-Search Service:

3.3.49 To the extent that You provide Apple's spotlight-image-search service with access to any of Your domains that are associated with Your Licensed Applications (the "Associated Domain(s)"), You hereby grant Apple permission to crawl, scrape, copy, transmit and/or cache the content found in the Associated Domain(s) (the "Licensed Content") for the purposes set forth in this section. The Licensed Content shall be considered Licensed Application Information under this Agreement.

You hereby further grant Apple a license to use, make, have made, reproduce, crop and/or modify the file format, resolution and appearance of the Licensed Content (for the purposes of reducing file size, converting to a supported file type and/or displaying thumbnails), and to publicly display, publicly perform, integrate, incorporate and distribute the Licensed Content to enhance search, discovery, and end-user distribution of the Licensed Content in Apple's Messages feature.

Upon the termination of this Agreement for any reason, end users of Apple-branded products will be permitted to continue using and distributing all Licensed Content that they obtained through the use of Apple-branded products prior to such termination.

MusicKit APIs:

3.3.50 You agree not to call the MusicKit APIs or otherwise attempt to gain information through the MusicKit APIs for purposes unrelated to facilitating access to Your end users' Apple Music subscriptions. If You access the MusicKit APIs, then You must follow the Apple Music Identity Guidelines. You agree not to require payment for or indirectly monetize access to the Apple Music service (e.g. in-app purchase, advertising, requesting user info) through Your use of the MusicKit APIs or otherwise in any way. In addition:

- If You choose to offer music playback through the MusicKit APIs, full songs must be enabled for playback, and users must initiate playback and be able to navigate playback using standard media controls such as "play," "pause," and "skip";
- You may not, and You may not permit Your end users to, download, upload, or modify any MusicKit Content and MusicKit Content cannot be synchronized with any other content, unless otherwise permitted by Apple in the Documentation;
- You may play MusicKit Content only as rendered by the MusicKit APIs and permitted in the Documentation (e.g., album art and music-related text from the MusicKit API may not be used separately from music playback or managing playlists); and
- Metadata from users (such as playlists and favorites) may be used only to provide a service or function that is clearly disclosed to end users and that is directly relevant to the use of Your Application, as determined in Apple's sole discretion.

DeviceCheck APIs:

3.3.51 If You use DeviceCheck APIs to store DeviceCheck Data, then You must provide a mechanism for customers to contact You to reset those values, if applicable (e.g. resetting a trial subscription or re-authorizing certain usage when a new user acquires the device). You may not rely on the DeviceCheck Data as a single identifier of fraudulent conduct and must use the DeviceCheck Data only in connection with other data or information, e.g., the DeviceCheck Data cannot be the sole data point since a device may have been transferred or resold. Apple reserves the right to delete any DeviceCheck Data at any time in its sole discretion, and You agree not to rely on any such Data. Further, You agree not to share the DeviceCheck tokens You receive from Apple with any third party, except a Service Provider acting on Your behalf.

Face Data:

3.3.52 If Your Application accesses Face Data, then You agree to inform users of Your intended uses and disclosures of their Face Data and to obtain clear and conspicuous consent from such users before any collection or use of their Face Data. Notwithstanding anything to the contrary in **Section 3.3.9**, neither You nor Your Application (nor any third party with whom You have contracted to serve advertising) may use Face Data for serving advertising. In addition:

- You may not use Face Data in a manner that will violate the legal rights of Your users or to provide an unlawful or objectionable user experience and then only in accordance with the Documentation;
- You may not use Face Data for authentication, advertising, or marketing purposes, or to otherwise target an end-user in a similar manner;
- You may not use Face Data to build a user profile, or otherwise attempt, facilitate, or encourage third parties to identify anonymous users or reconstruct user profiles based on Face Data;
- You agree not to transfer, share, sell, or otherwise provide Face Data to advertising platforms, analytics providers, data brokers, information resellers or other such parties; and
- Face Data may not be shared or transferred off the user's device unless You have obtained clear and conspicuous consent for the transfer and the Face Data is used only in fulfilling a specific service or function for Your Application (e.g., a face mesh is used to display an image of the user within the Application) and only in accordance with these terms and the Documentation. You agree to require that Your service providers use Face Data only to the limited extent consented to by the user and only in accordance with these terms.

4. Changes to Program Requirements or Terms

Apple may change the Program Requirements or the terms of this Agreement at any time. New or modified Program Requirements will not retroactively apply to Applications already in distribution via the App Store or B2B Program; provided however that You agree that Apple reserves the right to remove Applications from the App Store or B2B Program that are not in compliance with the new or modified Program Requirements at any time. In order to continue using the Apple Software, Apple Certificates or any Services, You must accept and agree to the new Program Requirements and/or new terms of this Agreement. If You do not agree to new Program Requirements or new terms, Your use of the Apple Software, Apple Certificates and any Services will be suspended or terminated by Apple. You agree that Your acceptance of such new Agreement terms or Program Requirements may be signified electronically, including without limitation, by Your checking a box or clicking on an “agree” or similar button. Nothing in this Section shall affect Apple's rights under **Section 5 (Apple Certificates; Revocation)**.

5. Apple Certificates; Revocation

5.1 Certificate Requirements

All Applications must be signed with an Apple Certificate in order to be installed on Authorized Test Units, Registered Devices or submitted to Apple for distribution via the App Store, B2B Program or TestFlight. Similarly, all Passes must be signed with an Apple Certificate to be recognized and accepted by Wallet. Safari Extensions must be signed with an Apple Certificate to run in Safari on macOS. You must use a Website ID to send Safari Push Notifications to the macOS desktop of users who have opted in to receive such Notifications for Your Site through Safari on macOS. You may also obtain other Apple Certificates and keys for other purposes as set forth herein and in the Documentation.

In relation to this, You represent and warrant to Apple that: (a) You will not take any action to interfere with the normal operation of any Apple Certificates, keys, or Provisioning Profiles; (b) You are solely responsible for preventing any unauthorized person from having access to Your

digital certificates and corresponding private keys and You will use best efforts to safeguard Your digital certificates and corresponding private keys from compromise; (c) You agree to immediately notify Apple in writing if You have any reason to believe there has been a compromise of any of Your digital certificates or corresponding private keys; (d) You will not provide or transfer Apple Certificates or keys provided under this Program to any third party (except for a Service Provider who is using them on Your behalf in compliance with this Agreement), and You will not use Your Apple Certificates to sign any third party's application, pass, extension, notification, implementation, or site; (e) You will use any Apple Certificates or keys provided under this Agreement solely as permitted by Apple and in accordance with the Documentation; and (f) You will use Apple-issued certificates provided under this Program exclusively for the purpose of signing Your Passes, signing Your Safari Extensions, signing Your Site's registration bundle, accessing the APN service, and/or signing Your Applications for testing, submission to Apple and/or for limited distribution for use on Registered Devices or Authorized Test Units as contemplated under this Program, or as otherwise permitted by Apple, and only in accordance with this Agreement. As a limited exception to the foregoing, You may provide versions of Your iOS Applications to Your Service Providers to sign with their Apple-issued iOS development certificates, but solely for purposes of having them perform testing on Your behalf of Your Applications on Apple-branded products running iOS and provided that all such testing is conducted internally by Your Service Providers (e.g., no outside distribution of Your Applications) and that Your Applications are deleted within a reasonable period of time after such testing is performed. Further, You agree that Your Service Provider may use the data obtained from performing such testing services only for purposes of providing You with information about the performance of Your Applications (e.g., Your Service Provider is prohibited from aggregating Your Applications' test results with other developers' test results).

You further represent and warrant to Apple that the licensing terms governing Your Application, Your Safari Extension, Your Site's registration bundle, and/or Your Pass, or governing any third party code or FOSS included in Your Covered Products, will be consistent with and not conflict with the digital signing or content protection aspects of the Program or any of the terms, conditions or requirements of the Program or this Agreement. In particular, such licensing terms will not purport to require Apple (or its agents) to disclose or make available any of the keys, authorization codes, methods, procedures, data or other information related to the Security Solution, digital signing or digital rights management mechanisms or security utilized as part of any Apple software, including the App Store. If You discover any such inconsistency or conflict, You agree to immediately notify Apple of it and will cooperate with Apple to resolve such matter. You acknowledge and agree that Apple may immediately cease distribution of any affected Licensed Applications or Passes, and may refuse to accept any subsequent Application or Pass submissions from You until such matter is resolved to Apple's reasonable satisfaction.

5.2 Relying Party Certificates

The Apple Software and Services may also contain functionality that permits digital certificates, either Apple Certificates or other third-party certificates, to be accepted by the Apple Software or Services (e.g., Apple Pay) and/or to be used to provide information to You (e.g., transaction receipts). It is Your responsibility to verify the validity of any certifications or transaction receipts You may receive from Apple prior to relying on them (e.g., You should verify that the receipt came from Apple prior to any delivery of content to an end-user through the use of the In-App Purchase API). You are solely responsible for Your decision to rely on any such certificates and receipts, and Apple will not be liable for Your failure to verify that any such certificates or transaction receipts came from Apple (or third parties) or for Your reliance on Apple Certificates or other digital certificates.

5.3 Certificate Revocation

Except as otherwise set forth herein, You may revoke Apple Certificates issued to You at any time. If You want to revoke the Apple Certificates used to sign Your Passes and/or Your macOS Applications distributed outside of the App Store with a developer identity certificate, You may request that Apple revoke these Apple Certificates at any time by emailing: product-

security@apple.com. Apple also reserves the right to revoke any Apple Certificates at any time, in its sole discretion. By way of example only, Apple may choose to do this if: (a) any of Your Apple Certificates or corresponding private keys have been compromised or Apple has reason to believe that either have been compromised; (b) Apple has reason to believe or has reasonable suspicions that Your Covered Products contain malware or malicious, suspicious or harmful code or components (e.g., a software virus); (c) Apple has reason to believe that Your Covered Products adversely affect the security of Apple-branded products, or any other software, firmware, hardware, data, systems, or networks accessed or used by such products; (d) Apple's certificate issuance process is compromised or Apple has reason to believe that such process has been compromised; (e) You breach any term or condition of this Agreement; (f) Apple ceases to issue the Apple Certificates for the Covered Product under the Program; (g) Your Covered Product misuses or overburdens any Services provided hereunder; or (h) Apple has reason to believe that such action is prudent or necessary.

Further, You understand and agree that Apple may notify end-users of Covered Products that are signed with Apple Certificates when Apple believes such action is necessary to protect the privacy, safety or security of end-users, or is otherwise prudent or necessary as determined in Apple's reasonable judgment. Apple's Certificate Policy and Certificate Practice Statements may be found at: <http://www.apple.com/certificateauthority>.

6. Application Submission and Selection

6.1 Submission to Apple for App Store or B2B Program

You may submit Your Application for consideration by Apple for distribution via the App Store or B2B Program once You decide that Your Application has been adequately tested and is complete. By submitting Your Application, You represent and warrant that Your Application complies with the Documentation and Program Requirements then in effect as well as with any additional guidelines that Apple may post on the Program web portal or in iTunes Connect. You further agree that You will not attempt to hide, misrepresent or obscure any features, content, services or functionality in Your submitted Applications from Apple's review or otherwise hinder Apple from being able to fully review such Applications. In addition, You agree to inform Apple in writing through iTunes Connect if Your Application connects to a physical device, including but not limited to an MFi Accessory, and, if so, to disclose the means of such connection (whether iAP, Bluetooth Low Energy (BLE), the headphone jack, or any other communication protocol or standard) and identify at least one physical device with which Your Application is designed to communicate. If requested by Apple, You agree to provide access to or samples of any such devices at Your expense (samples will not be returned). You agree to cooperate with Apple in this submission process and to answer questions and provide information and materials reasonably requested by Apple regarding Your submitted Application, including insurance information You may have relating to Your Application, the operation of Your business, or Your obligations under this Agreement. Apple may require You to carry certain levels of insurance for certain types of Applications and name Apple as an additional insured. If You make any changes to an Application (including to any functionality made available through use of the In-App Purchase API) after submission to Apple, You must resubmit the Application to Apple. Similarly all bug fixes, updates, upgrades, modifications, enhancements, supplements to, revisions, new releases and new versions of Your Application must be submitted to Apple for review in order for them to be considered for distribution via the App Store or B2B Program, except as otherwise permitted by Apple.

6.2 App Thinning and Bundled Resources

As part of Your Application submission to the App Store or B2B Program, Apple may optimize Your Application to target specific devices by repackaging certain functionality and delivered resources (as described in the Documentation) in Your Application so that it will run more efficiently and use less space on target devices ("**App Thinning**"). For example, Apple may deliver only the 32-bit or 64-bit version of Your Application to a target device, and Apple may not deliver icons or launch screens that would not render on the display of a target device. You

agree that Apple may use App Thinning to repackage Your Application in order to deliver a more optimized version of Your Application to target devices.

As part of App Thinning, You can also request that Apple deliver specific resources for Your Application (e.g., GPU resources) to target devices by identifying such bundled resources as part of Your code submission ("**Bundled Resources**"). You can define such Bundled Resources to vary the timing or delivery of assets to a target device (e.g., when a user reaches a certain level of a game, then the content is delivered on-demand to the target device). App Thinning and Bundled Resources are not available for all Apple operating systems, and Apple may continue to deliver full Application binaries to some target devices.

6.3 Bitcode Submissions

For Application submissions to the App Store or B2B Program for some Apple operating systems (e.g., for watchOS), Apple may require You to submit an intermediate representation of Your Application in binary file format for the LLVM compiler ("**Bitcode**"). You may also submit Bitcode for other supported Apple operating systems. Such Bitcode submission will allow Apple to compile Your Bitcode to target specific Apple-branded devices and to recompile Your Bitcode for subsequent releases of Your Application for new Apple hardware, software, and/or compiler changes. When submitting Bitcode, You may choose whether or not to include symbols for Your Application in the Bitcode; however, if You do not include symbols, then Apple will not be able to provide You with symbolicated crash logs or other diagnostic information as set forth in **Section 6.5 (Improving Your Application)** below. Further, You may be required to submit a compiled binary of Your Application with Your Bitcode.

By submitting Bitcode to Apple, You authorize Apple to compile Your Bitcode into a resulting binary that will be targeted for specific Apple-branded devices. You agree that Apple may compile such Bitcode for its own internal use in testing and improving Apple's developer tools, and for purposes of analyzing and improving how applications can be optimized to run on Apple's operating systems (e.g., which frameworks are used most frequently, how a certain framework consumes memory, etc.).

Apple will post the compiled version of Your Application (derived from Your Bitcode) for Your review prior to uploading it for distribution to end-users, unless You authorize Apple to automatically upload versions of Your Applications derived from Bitcode for distribution. You may also use Apple's developer tools to view and test how Apple may process Your Bitcode into machine code binary form.

Further, upon notice to You, You agree that Apple may recompile Your Bitcode for subsequent rebuilding and recompiling of Your Application for updated hardware, software, and/or compiler changes (e.g., if Apple releases a new device, then Apple may use Your Bitcode to update Your Application without requiring resubmission). Apple will post the recompiled version of Your Application for Your review prior to uploading it for distribution to end-users, unless You authorize Apple to automatically upload such versions of Your Applications. Bitcode is not available for all Apple operating systems.

6.4 TestFlight Submission

If You would like to distribute Your Application to Beta Testers outside of Your company or organization through TestFlight, You must first submit Your Application to Apple for review. By submitting such Application, You represent and warrant that Your Application complies with the Documentation and Program Requirements then in effect as well as with any additional guidelines that Apple may post on the Program web portal or in iTunes Connect. Thereafter, Apple may permit You to distribute updates to such Application directly to Your Beta Testers without Apple's review, unless such an update includes significant changes, in which case You agree to inform Apple in iTunes Connect and have such Application re-reviewed. Apple reserves the right to require You to cease distribution of Your Application through TestFlight, and/or to any particular Beta Tester, at any time in its sole discretion.

6.5 Improving Your Application

Further, if Your Application is submitted for distribution via the App Store, B2B Program or TestFlight, You agree that Apple may use Your Application for the limited purpose of compatibility testing of Your Application with Apple products and services, for finding and fixing bugs in Apple products and services and/or Your Applications, for internal use in evaluating iOS, watchOS, tvOS, and/or macOS performance issues in or with Your Application, for security testing, and for purposes of providing other information to You (e.g., crash logs). Except as otherwise set forth herein, You may opt in to send app symbol information for Your Application to Apple, and if You do so, then You agree that Apple may use such symbols to symbolicate Your Application for purposes of providing You with symbolicated crash logs and other diagnostic information. In the event that Apple provides You with crash logs or other diagnostic information for Your Application, You agree to use such crash logs and information only for purposes of fixing bugs and improving the performance of Your Application and related products. You may also collect numeric strings and variables from Your Application when it crashes, so long as You collect such information only in an anonymous, non-personal manner and do not recombine, correlate, or use such information to attempt to identify or derive information about any particular end-user or device.

6.6 App Analytics

To the extent that Apple provides an Analytics service through iTunes Connect for Applications distributed through the App Store, You agree to use any data provided through such App Analytics service solely for purposes of improving Your Applications and related products. Further, You agree not to provide such information to any third parties, except for a third-party service provider who is assisting You in processing and analyzing such data on Your behalf and who is not permitted to use it for any other purpose or disclose it to any other party. For clarity, You must not aggregate (or permit any third-party to aggregate) analytics information provided to You by Apple for Your Applications as part of this App Analytics service with other developers' analytics information, or contribute such information to a repository for cross-developer analytics. You must not use the App Analytics service or any analytics data to attempt to identify or derive information about any particular end-user or device.

6.7 Compatibility Requirement with Current Shipping OS Version

Applications that are selected for distribution via the App Store must be compatible with the currently shipping version of Apple's applicable operating system (OS) software at the time of submission to Apple, and such Applications must stay current and maintain compatibility with each new release of the applicable OS version so long as such Applications are distributed through the App Store. You understand and agree that Apple may remove Applications from the App Store when they are not compatible with the then-current shipping release of the OS at any time in its sole discretion.

6.8 Selection by Apple for Distribution

You understand and agree that if You submit Your Application to Apple for distribution via the App Store, B2B Program, or TestFlight, Apple may, in its sole discretion:

- (a) determine that Your Application does not meet all or any part of the Documentation or Program Requirements then in effect;
- (b) reject Your Application for distribution for any reason, even if Your Application meets the Documentation and Program Requirements; or
- (c) select and digitally sign Your Application for distribution via the App Store, B2B Program, or TestFlight.

Apple shall not be responsible for any costs, expenses, damages, losses (including without limitation lost business opportunities or lost profits) or other liabilities You may incur as a result of Your Application development, use of the Apple Software, Apple Services, or Apple Certificates or participation in the Program, including without limitation the fact that Your Application may not

be selected for distribution via the App Store or B2B Program. You will be solely responsible for developing Applications that are safe, free of defects in design and operation, and comply with applicable laws and regulations. You will also be solely responsible for any documentation and end-user customer support and warranty for such Applications. The fact that Apple may have reviewed, tested, approved or selected an Application will not relieve You of any of these responsibilities.

7. Distribution of Applications and Libraries

Applications:

Applications developed under this Agreement for iOS, watchOS, or tvOS may be distributed in four ways: (1) through the App Store, if selected by Apple, (2) through the B2B Program, if selected by Apple, (3) through Ad Hoc distribution in accordance with **Section 7.3**, and (4) for beta testing through TestFlight in accordance with **Section 7.4**. Applications for macOS may be submitted to Apple for selection and distribution on the App Store, or may be separately distributed.

7.1 Delivery of Free Licensed Applications via the App Store

If Your Application qualifies as a Licensed Application, it is eligible for delivery to end-users via the App Store by Apple and/or an Apple Subsidiary. If You would like Apple and/or an Apple Subsidiary to deliver Your Licensed Application or authorize additional content, functionality or services You make available in Your Licensed Application through the use of the In-App Purchase API to end-users for free (no charge) via the App Store, then You appoint Apple and Apple Subsidiaries as Your legal agent and/or commissionaire pursuant to the terms of Schedule 1 for Licensed Applications designated by You as free-of-charge applications.

7.2 Schedule 2 and Schedule 3 for Fee-Based Licensed Applications; Receipts

If Your Application qualifies as a Licensed Application and You intend to charge end-users a fee of any kind for Your Licensed Application or within Your Licensed Application through the use of the In-App Purchase API, You must enter into a separate agreement (Schedule 2) with Apple and/or an Apple Subsidiary before any such commercial distribution of Your Licensed Application may take place via the App Store or before any such commercial delivery of additional content, functionality or services for which You charge end-users a fee may be authorized through the use of the In-App Purchase API in Your Licensed Application. If Your Application has been customized for use by specific third-party business customers, and You would like Apple to sign and distribute it through Apple's applicable B2B Program, then You must enter into a separate agreement (Schedule 3) with Apple and/or an Apple Subsidiary before any such distribution may take place. To the extent that You enter (or have previously entered) into Schedule 2 or Schedule 3 with Apple and/or an Apple Subsidiary, the terms of Schedule 2 or 3 will be deemed incorporated into this Agreement by this reference.

When an end-user installs Your Licensed Application, Apple will provide You with a transaction receipt signed with an Apple Certificate. It is Your responsibility to verify that such certificate and receipt were issued by Apple, as set forth in the Documentation. You are solely responsible for Your decision to rely on any such certificates and receipts. YOUR USE OF OR RELIANCE ON SUCH CERTIFICATES AND RECEIPTS IN CONNECTION WITH A PURCHASE OF A LICENSED APPLICATION IS AT YOUR SOLE RISK. APPLE MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ACCURACY, RELIABILITY, SECURITY, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS WITH RESPECT TO SUCH APPLE CERTIFICATES AND RECEIPTS. You agree that You will only use such receipts and certificates in accordance with the Documentation, and that You will not interfere or tamper with the normal operation of such digital certificates or receipts, including but not limited to any falsification or other misuse.

7.3 Distribution on Registered Devices (Ad Hoc Distribution)

Subject to the terms and conditions of this Agreement, You may also distribute Your Applications for iOS, watchOS and tvOS to individuals within Your company, organization, educational institution, group, or who are otherwise affiliated with You for use on a limited number of Registered Devices (as specified on the Program web portal), if Your Application has been digitally signed using Your Apple Certificate as described in this Agreement. By distributing Your Application in this manner on Registered Devices, You represent and warrant to Apple that Your Application complies with the Documentation and Program Requirements then in effect and You agree to cooperate with Apple and to answer questions and provide information about Your Application, as reasonably requested by Apple. You also agree to be solely responsible for determining which individuals within Your company, organization, educational institution or affiliated group should have access to and use of Your Applications and Registered Devices, and for managing such Registered Devices. Apple shall not be responsible for any costs, expenses, damages, losses (including without limitation lost business opportunities or lost profits) or other liabilities You may incur as a result of distributing Your Applications in this manner, or for Your failure to adequately manage, limit or otherwise control the access to and use of Your Applications and Registered Devices. You will be responsible for attaching or otherwise including, at Your discretion, any relevant usage terms with Your Applications. Apple will not be responsible for any violations of Your usage terms. You will be solely responsible for all user assistance, warranty and support of Your Applications.

7.4 TestFlight Distribution

A. Internal Distribution to Authorized Developers and iTC users

You may use TestFlight for internal distribution of pre-release versions of Your Applications to a limited number of Your Authorized Developers or Your iTunes Connect (ITC) users who are members of Your company or organization, but solely for their internal use in testing, evaluating and/or developing Your Applications. Apple reserves the right to require You to cease distribution of such Applications to Your Authorized Developers or Your iTunes Connect users through TestFlight, or to any particular Authorized Developer or iTunes Connect user, at any time in its sole discretion.

B. External Distribution to Beta Testers

You may also use TestFlight for external distribution of pre-release versions of Your Applications to a limited number of Beta Testers (as specified in iTunes Connect), but solely for their testing and evaluation of such pre-release versions of Your Applications and only if Your Application has been approved for such distribution by Apple as set forth in **Section 6.4 (TestFlight Submission)**. You may not charge Your Beta Testers fees of any kind to participate in Apple's TestFlight or for the use of any such pre-release versions. You may not use TestFlight for purposes that are not related to improving the quality, performance, or usability of pre-release versions of Your Application (e.g., continuous distribution of demo versions of Your Application in an attempt to circumvent the App Store or providing trial versions of Your Applications for purposes of soliciting favorable App Store ratings are prohibited uses). Further, if Your Application is primarily intended for children, You must verify that Your Beta Testers are of the age of majority in their jurisdiction. If You choose to add Beta Testers to TestFlight, then You are assuming responsibility for any invitations sent to such end-users and for obtaining their consent to contact them. If a Beta Tester requests that You stop contacting them (either through TestFlight or otherwise), then You agree to promptly do so.

C. Use of TestFlight Information

To the extent that TestFlight provides You with beta analytics information about Your end-user's use of pre-release versions of Your Application (e.g., installation time, frequency of an individual's use of an App, etc.) and/or other related information, You agree to use such data solely for purposes of improving Your Applications and related products. You agree not to provide such information to any third parties, except for a third-party service provider who is assisting You in processing and analyzing such data on Your behalf and who is not permitted to use it for any other purpose or disclose it to any other party. For clarity, You must not aggregate (or permit any

third-party to aggregate) beta analytics information provided to You by Apple for Your Applications as part of TestFlight with other developers' beta analytics information, or contribute such information to a repository for cross-developer beta analytics information. Further, You must not use any beta analytics information provided through TestFlight for purposes of de-anonymizing information obtained from or regarding a particular device or end-user outside of TestFlight (e.g., You may not attempt to connect data gathered through TestFlight for a particular end-user with information that is provided in an anonymized form through Apple's analytics service).

Libraries:

7.5 Distribution of Libraries

You can develop Libraries using the Apple Software. Notwithstanding anything to the contrary in the Xcode and Apple SDKs Agreement, under this Agreement You may develop Libraries for iOS, watchOS, and tvOS using the applicable Apple SDKs that are provided as part of the Xcode and Apple SDKs license, provided that any such Libraries are developed and distributed solely for use with an iOS Product, Apple Watch, or Apple TV and that You limit use of such Libraries only to use with such products. If Apple determines that Your Library is not designed for use with an iOS Product, Apple Watch, or Apple TV, then Apple may require You to cease distribution of Your Library at any time, and You agree to promptly cease all distribution of such Library upon notice from Apple and cooperate with Apple to remove any remaining copies of such Library. For clarity, the foregoing limitation is not intended to prohibit the development of libraries for macOS.

7.6 No Other Distribution Authorized Under this Agreement

Except for the distribution of freely available Licensed Applications through the App Store or B2B Program in accordance with **Sections 7.1** and **7.2**, the distribution of Applications for use on Registered Devices as set forth in **Section 7.2** (Ad Hoc Distribution), the distribution of Applications for beta testing through TestFlight as set forth in **Section 7.4**, the distribution of Libraries in accordance with **Section 7.5**, the distribution of Passes in accordance with Attachment 5, the delivery of Safari Push Notifications on macOS, the distribution of Safari Extensions on macOS, the distribution of Applications and libraries for macOS, and/or as otherwise permitted herein, no other distribution of programs or applications developed using the Apple Software is authorized or permitted hereunder. In the absence of a separate agreement with Apple, You agree not to distribute Your Application for iOS Products, Apple Watch, or Apple TV to third parties via other distribution methods or to enable or permit others to do so. You agree to distribute Your Covered Products only in accordance with the terms of this Agreement.

8. Program Fees

As consideration for the rights and licenses granted to You under this Agreement and Your participation in the Program, You agree to pay Apple the annual Program fee set forth on the Program website. Such fee is non-refundable, and any taxes that may be levied on the Apple Software, Apple Services or Your use of the Program shall be Your responsibility. Your Program fees must be paid up and not in arrears at the time You submit (or resubmit) Applications to Apple under this Agreement, and Your continued use of the Program web portal and Services is subject to Your payment of such fees. If You opt-in to have Your annual Program fees paid on an auto-renewing basis, then You agree that Apple may charge the credit card that You have on file with Apple for such fees, subject to the terms You agree to on the Program web portal when You choose to enroll in an auto-renewing membership.

9. Confidentiality

9.1 Information Deemed Apple Confidential

You agree that all pre-release versions of the Apple Software and Apple Services (including pre-release Documentation), pre-release versions of Apple hardware, the FPS Deployment Package, any terms and conditions contained herein that disclose pre-release features, and the terms and conditions of Schedule 2 and Schedule 3 will be deemed "Apple Confidential Information";

provided however that upon the commercial release of the Apple Software the terms and conditions that disclose pre-release features of the Apple Software or services will no longer be confidential. Notwithstanding the foregoing, Apple Confidential Information will not include: (i) information that is generally and legitimately available to the public through no fault or breach of Yours, (ii) information that is generally made available to the public by Apple, (iii) information that is independently developed by You without the use of any Apple Confidential Information, (iv) information that was rightfully obtained from a third party who had the right to transfer or disclose it to You without limitation, or (v) any FOSS included in the Apple Software and accompanied by licensing terms that do not impose confidentiality obligations on the use or disclosure of such FOSS. Further, Apple agrees that You will not be bound by the foregoing confidentiality terms with regard to technical information about pre-release Apple Software and services disclosed by Apple at WWDC (Apple's Worldwide Developers Conference), except that You may not post screen shots of, write public reviews of, or redistribute any pre-release Apple Software, Apple Services or hardware.

9.2 Obligations Regarding Apple Confidential Information

You agree to protect Apple Confidential Information using at least the same degree of care that You use to protect Your own confidential information of similar importance, but no less than a reasonable degree of care. You agree to use Apple Confidential Information solely for the purpose of exercising Your rights and performing Your obligations under this Agreement and agree not to use Apple Confidential Information for any other purpose, for Your own or any third party's benefit, without Apple's prior written consent. You further agree not to disclose or disseminate Apple Confidential Information to anyone other than: (i) those of Your employees and contractors, or those of Your faculty and staff if You are an educational institution, who have a need to know and who are bound by a written agreement that prohibits unauthorized use or disclosure of the Apple Confidential Information; or (ii) except as otherwise agreed or permitted in writing by Apple. You may disclose Apple Confidential Information to the extent required by law, provided that You take reasonable steps to notify Apple of such requirement before disclosing the Apple Confidential Information and to obtain protective treatment of the Apple Confidential Information. You acknowledge that damages for improper disclosure of Apple Confidential Information may be irreparable; therefore, Apple is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies.

9.3 Information Submitted to Apple Not Deemed Confidential

Apple works with many application and software developers and some of their products may be similar to or compete with Your Applications. Apple may also be developing its own similar or competing applications and products or may decide to do so in the future. To avoid potential misunderstandings and except as otherwise expressly set forth herein, Apple cannot agree, and expressly disclaims, any confidentiality obligations or use restrictions, express or implied, with respect to any information that You may provide in connection with this Agreement or the Program, including but not limited to information about Your Application, Licensed Application Information and metadata (such disclosures will be referred to as "**Licensee Disclosures**"). You agree that any such Licensee Disclosures will be **non-confidential**. Except as otherwise expressly set forth herein, Apple will be free to use and disclose any Licensee Disclosures on an unrestricted basis without notifying or compensating You. You release Apple from all liability and obligations that may arise from the receipt, review, use, or disclosure of any portion of any Licensee Disclosures. Any physical materials You submit to Apple will become Apple property and Apple will have no obligation to return those materials to You or to certify their destruction.

9.4 Press Releases and Other Publicity

You may not issue any press releases or make any other public statements regarding this Agreement, its terms and conditions, or the relationship of the parties without Apple's express prior written approval, which may be withheld at Apple's discretion.

10. Indemnification

To the extent permitted by applicable law, You agree to indemnify and hold harmless, and upon Apple's request, defend, Apple, its directors, officers, employees, independent contractors and agents (each an "Apple Indemnified Party") from any and all claims, losses, liabilities, damages, taxes, expenses and costs, including without limitation, attorneys' fees and court costs (collectively, "Losses"), incurred by an Apple Indemnified Party and arising from or related to any of the following (but excluding for purposes of this Section, any Application for macOS that is distributed outside of the App Store and does not use any Apple Services or Certificates): (i) Your breach of any certification, covenant, obligation, representation or warranty in this Agreement, including Schedule 2 and Schedule 3 (if applicable); (ii) any claims that Your Covered Product or the distribution, sale, offer for sale, use or importation of Your Covered Product (whether alone or as an essential part of a combination), Licensed Application Information, metadata, or Pass Information violate or infringe any third party intellectual property or proprietary rights; (iii) Your breach of any of Your obligations under the EULA (as defined in Schedule 1 or Schedule 2 or Schedule 3 (if applicable)) for Your Licensed Application; (iv) Apple's permitted use, promotion or delivery of Your Licensed Application, Licensed Application Information, Safari Push Notification, Safari Extension (if applicable), Pass, Pass Information, metadata, related trademarks and logos, or images and other materials that You provide to Apple under this Agreement, including Schedule 2 or Schedule 3 (if applicable); (v) any claims, including but not limited to any end-user claims, regarding Your Covered Products, Licensed Application Information, Pass Information, or related logos, trademarks, content or images; or (vi) Your use (including Your Authorized Developers' use) of the Apple Software or services, Your Licensed Application Information, Pass Information, metadata, Your Authorized Test Units, Your Registered Devices, Your Covered Products, or Your development and distribution of any of the foregoing.

You acknowledge that neither the Apple Software nor any Services are intended for use in the development of Covered Products in which errors or inaccuracies in the content, functionality, services, data or information provided by any of the foregoing or the failure of any of the foregoing, could lead to death, personal injury, or severe physical or environmental damage, and, to the extent permitted by law, You hereby agree to indemnify, defend and hold harmless each Apple Indemnified Party from any Losses incurred by such Apple Indemnified Party by reason of any such use.

In no event may You enter into any settlement or like agreement with a third party that affects Apple's rights or binds Apple in any way, without the prior written consent of Apple.

11. Term and Termination

11.1 Term

The Term of this Agreement shall extend until the one (1) year anniversary of the original activation date of Your Program account. Thereafter, subject to Your payment of annual renewal fees and compliance with the terms of this Agreement, the Term will automatically renew for successive one (1) year terms, unless sooner terminated in accordance with this Agreement.

11.2 Termination

This Agreement and all rights and licenses granted by Apple hereunder and any services provided hereunder will terminate, effective immediately upon notice from Apple:

- (a) if You or any of Your Authorized Developers fail to comply with any term of this Agreement other than those set forth below in this **Section 11.2** and fail to cure such breach within 30 days after becoming aware of or receiving notice of such breach;
- (b) if You or any of Your Authorized Developers fail to comply with the terms of **Section 9 (Confidentiality)**;
- (c) in the event of the circumstances described in the subsection entitled "Severability" below;
- (d) if You, at any time during the Term, commence an action for patent infringement against Apple;
- (e) if You become insolvent, fail to pay Your debts when due, dissolve or cease to do business, file for bankruptcy, or have filed against You a petition in bankruptcy; or

(f) if You engage, or encourage others to engage, in any misleading, fraudulent, improper, unlawful or dishonest act relating to this Agreement, including, but not limited to, misrepresenting the nature of Your submitted Application (e.g., hiding or trying to hide functionality from Apple's review, falsifying consumer reviews for Your Application, engaging in payment fraud, etc.).

Apple may also terminate this Agreement, or suspend Your rights to use the Apple Software or services, if You fail to accept any new Program Requirements or Agreement terms as described in **Section 4**.

Either party may terminate this Agreement for its convenience, for any reason or no reason, effective 30 days after providing the other party with written notice of its intent to terminate.

11.3 Effect of Termination

Upon the termination of this Agreement for any reason, You agree to immediately cease all use of the Apple Software and services and erase and destroy all copies, full or partial, of the Apple Software and any information pertaining to the services (including Your Push Application ID) and all copies of Apple Confidential Information in Your and Your Authorized Developers' possession or control. At Apple's request, You agree to provide written certification of such destruction to Apple. Upon the expiration of the Delivery Period defined and set forth in Schedule 1, all Licensed Applications and Licensed Application Information in Apple's possession or control shall be deleted or destroyed within a reasonable time thereafter, excluding any archival copies maintained in accordance with Apple's standard business practices or required to be maintained by applicable law, rule or regulation. The following provisions shall survive any termination of this Agreement: Sections 1, 2.3, 2.5, 2.6, 3.1(d), 3.1(e), 3.1(f), 3.2(d), 3.2(e), 3.2(f), 3.2(g), and 3.3, the second paragraph of Section 5.1 (excluding the last two sentences other than the restrictions, which shall survive), the third paragraph of Section 5.1, Section 5.3, the first sentence of and the restrictions of Section 6.5, the restrictions of Section 6.6, the second paragraph of Section 6.8, Section 7.1 (Schedule 1 for the Delivery Period), the restrictions of Section 7.3, 7.4, and 7.5, Section 7.6, Section 9 through 14 inclusive; within Attachment 1, the last sentence of Section 1.1, Section 2, Section 3.2 (but only for existing promotions), the second and third sentences of Section 4, Section 5, and Section 6; within Attachment 2, Sections 1.3, 2, 3, 4, 5, 6, and 7; within Attachment 3, Sections 1, 2 (except the second sentence of Section 2.1), 3 and 4; within Attachment 4, Sections 1.2, 1.5, 1.6, 2, 3, and 4; within Attachment 5, Sections 2.2, 2.3, 2.4 (but only for existing promotions), 3.3, and 5; within Attachment 6, Sections 1.2, 1.3, 2, 3, and 4; and within Attachment 7, Section 1.1, and the last paragraph of Section 1.2 (but only for existing promotions). Apple will not be liable for compensation, indemnity, or damages of any sort as a result of terminating this Agreement in accordance with its terms, and termination of this Agreement will be without prejudice to any other right or remedy Apple may have, now or in the future.

12. NO WARRANTY

The Apple Software or Services may contain inaccuracies or errors that could cause failures or loss of data and it may be incomplete. Apple and its licensors reserve the right to change, suspend, remove, or disable access to any Services (or any part thereof) at any time without notice. In no event will Apple or its licensors be liable for the removal of or disabling of access to any such Services. Apple or its licensors may also impose limits on the use of or access to certain Services, or may remove the Services for indefinite time periods or cancel the Services at any time and in any case and without notice or liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE APPLE SOFTWARE, SECURITY SOLUTION, AND ANY SERVICES IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. THE APPLE SOFTWARE, SECURITY SOLUTION, AND ANY SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND APPLE, APPLE'S AGENTS AND APPLE'S LICENSORS (**COLLECTIVELY REFERRED TO AS "APPLE" FOR**

THE PURPOSES OF SECTIONS 12 AND 13) HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE APPLE SOFTWARE, SECURITY SOLUTION, AND SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TIMELINESS, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. APPLE DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE APPLE SOFTWARE, SECURITY SOLUTION, OR SERVICES, THAT THE APPLE SOFTWARE, SECURITY SOLUTION, OR SERVICES WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE APPLE SOFTWARE, SECURITY SOLUTION, OR THE PROVISION OF SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, THAT DEFECTS OR ERRORS IN THE APPLE SOFTWARE, SECURITY SOLUTION, OR SERVICES WILL BE CORRECTED, OR THAT THE APPLE SOFTWARE, SECURITY SOLUTION, OR SERVICES WILL BE COMPATIBLE WITH FUTURE APPLE PRODUCTS, SERVICES OR SOFTWARE OR ANY THIRD PARTY SOFTWARE, APPLICATIONS, OR SERVICES, OR THAT ANY INFORMATION STORED OR TRANSMITTED THROUGH ANY APPLE SOFTWARE OR SERVICES WILL NOT BE LOST, CORRUPTED OR DAMAGED. YOU ACKNOWLEDGE THAT THE APPLE SOFTWARE AND SERVICES ARE NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE ERRORS, DELAYS, FAILURES OR INACCURACIES IN THE TRANSMISSION OR STORAGE OF DATA OR INFORMATION BY OR THROUGH THE APPLE SOFTWARE OR SERVICES COULD LEAD TO DEATH, PERSONAL INJURY, OR FINANCIAL, PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE, INCLUDING WITHOUT LIMITATION THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, LIFE SUPPORT OR WEAPONS SYSTEMS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY APPLE OR AN APPLE AUTHORIZED REPRESENTATIVE WILL CREATE A WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. SHOULD THE APPLE SOFTWARE, SECURITY SOLUTION, OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. Location data as well as any maps data provided by any Services or software is for basic navigational purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither Apple nor any of its licensors guarantees the availability, accuracy, completeness, reliability, or timeliness of location data or any other data or information displayed by any Services or software.

13. LIMITATION OF LIABILITY

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL APPLE BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, YOUR USE OR INABILITY TO USE THE APPLE SOFTWARE, SECURITY SOLUTION, SERVICES, APPLE CERTIFICATES, OR YOUR DEVELOPMENT EFFORTS OR PARTICIPATION IN THE PROGRAM, HOWEVER CAUSED, WHETHER UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY, OR OTHERWISE, EVEN IF APPLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. In no event shall Apple's total liability to You under this Agreement for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty dollars (\$50.00).

14. General Legal Terms

14.1 Third Party Notices

Portions of the Apple Software or Services may utilize or include third party software and other copyrighted material. Acknowledgements, licensing terms and disclaimers for such material are contained in the electronic documentation for the Apple Software and Services, and Your use of such material is governed by their respective terms.

14.2 Consent to Collection and Use of Data

A. Pre-Release Versions of iOS, watchOS, tvOS, and macOS

In order to provide, test and help Apple, its partners, and third party developers improve their products and services, and unless You or Your Authorized Developers opt out in the pre-release versions of iOS, watchOS, tvOS, or macOS, as applicable, You acknowledge that Apple and its subsidiaries and agents will be collecting, using, storing, transmitting, processing and analyzing (collectively, “**Collecting**”) diagnostic, technical, and usage logs and information from Your Authorized Test Units (that are running pre-release versions of the Apple Software and services) as part of the developer seeding process. This information will be Collected in a form that does not personally identify You or Your Authorized Developers and may be Collected from Your Authorized Test Units at any time, including when You or Your Authorized Developers sync to iTunes or automatically over a secure over-the-air connection. The information that would be Collected includes, but is not limited to, general diagnostic and usage data, various unique device identifiers, various unique system or hardware identifiers, details about hardware and operating system specifications, performance statistics, and data about how You use Your Authorized Test Unit, system and application software, and peripherals, and, if Location Services is enabled, certain location information. You agree that Apple may share such diagnostic, technical, and usage logs and information with partners and third-party developers for purposes of allowing them to improve their products and services that operate on or in connection with Apple-branded products. **By installing or using pre-release versions of iOS, watchOS, tvOS, or macOS on Your Authorized Test Units, You acknowledge and agree that Apple and its subsidiaries and agents have Your permission to Collect all such information and use it as set forth above in this Section.**

B. Other Pre-Release Apple Software and Services

In order to test, provide and improve Apple’s products and services, and only if You choose to install or use other pre-release Apple Software or Services provided as part of the developer seeding process or Program, You acknowledge that Apple and its subsidiaries and agents may be Collecting diagnostic, technical, usage and related information from other pre-release Apple Software and Services. Apple will notify You about the Collection of such information on the Program web portal, and You should carefully review the Release Notes and other information disclosed by Apple in such location prior to choosing whether or not to install or use any such pre-release Apple Software or Services. **By installing or using such pre-release Apple Software and Services, You acknowledge and agree that Apple and its subsidiaries and agents have Your permission to Collect any and all such information and use it as set forth above.**

C. Device Deployment Services

In order to set up and use the device provisioning, account authentication, and deployment features of the Apple Software and Services, certain unique identifiers for Your computer, iOS devices, watchOS devices, tvOS devices, and account information may be needed. These unique identifiers may include Your email address, Your Apple ID, a hardware identifier for Your computer, and device identifiers entered by You into the Apple Software or Services for Apple-branded products running iOS, watchOS, or tvOS. Such identifiers may be logged in association with Your interaction with the Service and Your use of these features and the Apple Software and Services. **By using these features, You agree that Apple and its subsidiaries and agents may Collect this information for the purpose of providing the Apple Software and Services, including using such identifiers for account verification and anti-fraud measures.** If You do not want to provide this information, do not use the provisioning, deployment or authentication features of the Apple Software or Services.

D. Apple Services

In order to test, provide and improve Apple's products and services, and only if You choose to use the Services provided hereunder (and except as otherwise provided herein), You acknowledge that Apple and its subsidiaries and agents may be Collecting diagnostic, technical, usage and related information from the Apple Services. Some of this information will be Collected in a form that does not personally identify You. However, in some cases, Apple may need to Collect information that would personally identify You, but only if Apple has a good faith belief that such Collection is reasonably necessary to: (a) provide the Apple Services; (b) comply with legal process or request; (c) verify compliance with the terms of this Agreement; (d) prevent fraud, including investigating any potential technical issues or violations; or (e) protect the rights, property, security or safety of Apple, its developers, customers or the public as required or permitted by law. **By installing or using such Apple Services, You acknowledge and agree that Apple and its subsidiaries and agents have Your permission to Collect any and all such information and use it as set forth in this Section.** Further, You agree that Apple may share the diagnostic, technical, and usage logs and information (excluding personally identifiable information) with partners and third-party developers for purposes of allowing them to improve their products and services that operate on or in connection with Apple-branded products.

E. Privacy Policy

Data collected pursuant to this **Section 14.2** will be treated in accordance with Apple's Privacy Policy which can be viewed at <http://www.apple.com/legal/privacy>.

14.3 Assignment; Relationship of the Parties

This Agreement may not be assigned, nor may any of Your obligations under this Agreement be delegated, in whole or in part, by You by operation of law, merger, or any other means without Apple's express prior written consent and any attempted assignment without such consent will be null and void. To submit a request for Apple's consent to assignment, please email: devprograms@apple.com. Except for the agency appointment as specifically set forth in Schedule 1 (if applicable), this Agreement will not be construed as creating any other agency relationship, or a partnership, joint venture, fiduciary duty, or any other form of legal association between You and Apple, and You will not represent to the contrary, whether expressly, by implication, appearance or otherwise. This Agreement is not for the benefit of any third parties.

14.4 Independent Development

Nothing in this Agreement will impair Apple's right to develop, acquire, license, market, promote, or distribute products or technologies that perform the same or similar functions as, or otherwise compete with, Licensed Applications, Covered Products, or any other products or technologies that You may develop, produce, market, or distribute.

14.5 Notices

Any notices relating to this Agreement shall be in writing. Notices will be deemed given by Apple when sent to You at the email address or mailing address You provided during the sign-up process. All notices to Apple relating to this Agreement will be deemed given (a) when delivered personally, (b) three business days after having been sent by commercial overnight carrier with written proof of delivery, and (c) five business days after having been sent by first class or certified mail, postage prepaid, to this Apple address: Apple Developer Program Licensing, Apple Inc., Software Products Legal, 1 Infinite Loop, MS 169-4I, Cupertino, California, 95014 U.S.A. You consent to receive notices by email and agree that any such notices that Apple sends You electronically will satisfy any legal communication requirements. A party may change its email or mailing address by giving the other written notice as described above.

14.6 Severability

If a court of competent jurisdiction finds any clause of this Agreement to be unenforceable for any reason, that clause of this Agreement shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect. However, if applicable law prohibits or restricts You from fully and specifically complying with, or appointing Apple and Apple Subsidiaries as Your agent under Schedule 1 or

the Sections of this Agreement entitled “Internal Use License and Restrictions”, “Your Obligations” or “Apple Certificates; Revocation”, or prevents the enforceability of any of those Sections or Schedule 1, this Agreement will immediately terminate and You must immediately discontinue any use of the Apple Software as described in the Section entitled “Term and Termination.”

14.7 Waiver and Construction

Failure by Apple to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. Any laws or regulations that provide that the language of a contract will be construed against the drafter will not apply to this Agreement. Section headings are for convenience only and are not to be considered in construing or interpreting this Agreement.

14.8 Export Control

You may not use, export, re-export, import, sell or transfer the Apple Software except as authorized by United States law, the laws of the jurisdiction in which You obtained the Apple Software, and any other applicable laws and regulations. In particular, but without limitation, the Apple Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Department of Commerce’s Denied Persons List or Entity List or any other restricted party lists. By using the Apple Software, You represent and warrant that You are not located in any such country or on any such list. You also agree that You will not use the Apple Software for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missile, chemical or biological weapons. You certify that pre-release versions of the Apple Software will only be used for development and testing purposes, and will not be rented, sold, leased, sublicensed, assigned, or otherwise transferred. Further, You certify that You will not transfer or export any product, process or service that is a direct product of such pre-release Apple Software.

14.9 Government End-users

The Apple Software and Documentation are “Commercial Items”, as that term is defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation”, as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end-users (a) only as Commercial Items and (b) with only those rights as are granted to all other end-users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

14.10 Dispute Resolution; Governing Law

Any litigation or other dispute resolution between You and Apple arising out of or relating to this Agreement, the Apple Software, or Your relationship with Apple will take place in the Northern District of California, and You and Apple hereby consent to the personal jurisdiction of and exclusive venue in the state and federal courts within that District with respect any such litigation or dispute resolution. This Agreement will be governed by and construed in accordance with the laws of the United States and the State of California, except that body of California law concerning conflicts of law. Notwithstanding the foregoing:

(a) If You are an agency, instrumentality or department of the federal government of the United States, then this Agreement shall be governed in accordance with the laws of the United States of America, and in the absence of applicable federal law, the laws of the State of California will apply. Further, and notwithstanding anything to the contrary in this Agreement (including but not limited to **Section 10 (Indemnification)**), all claims, demands, complaints and disputes will be subject to the Contract Disputes Act (41 U.S.C. §§601-613), the Tucker Act (28 U.S.C. § 1346(a) and § 1491), or the Federal Tort Claims Act (28 U.S.C. §§ 1346(b), 2401-2402, 2671-2672, 2674-2680), as applicable, or other applicable governing authority. For the avoidance of doubt, if You

are an agency, instrumentality, or department of the federal, state or local government of the U.S. or a U.S. public and accredited educational institution, then Your indemnification obligations are only applicable to the extent they would not cause You to violate any applicable law (e.g., the Anti-Deficiency Act), and You have any legally required authorization or authorizing statute;

(b) If You (as an entity entering into this Agreement) are a U.S. public and accredited educational institution or an agency, instrumentality, or department of a state or local government within the United States, then (a) this Agreement will be governed and construed in accordance with the laws of the state (within the U.S.) in which Your entity is domiciled, except that body of state law concerning conflicts of law; and (b) any litigation or other dispute resolution between You and Apple arising out of or relating to this Agreement, the Apple Software, or Your relationship with Apple will take place in federal court within the Northern District of California, and You and Apple hereby consent to the personal jurisdiction of and exclusive venue of such District unless such consent is expressly prohibited by the laws of the state in which Your entity is domiciled; and (c) If You are an international, intergovernmental organization that has been conferred immunity from the jurisdiction of national courts through Your intergovernmental charter or agreement, then any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. The place of arbitration shall be London, England; the language shall be English; and the number of arbitrators shall be three. Upon Apple's request, You agree to provide evidence of Your status as an intergovernmental organization with such privileges and immunities.

This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

14.11 Entire Agreement; Governing Language

This Agreement constitutes the entire agreement between the parties with respect to the use of the Apple Software, Apple Services and Apple Certificates licensed hereunder and, except as otherwise set forth herein, supersedes all prior understandings and agreements regarding its subject matter. Notwithstanding the foregoing, to the extent that You are provided with pre-release materials under the Program and such pre-release materials are subject to a separate license agreement, You agree that the license agreement accompanying such materials in addition to **Section 9 (Confidentiality)** of this Agreement shall also govern Your use of such materials. If You have entered or later enter into the Xcode and Apple SDKs Agreement, this Apple Developer Program License Agreement will govern in the event of any inconsistencies between the two with respect to the same subject matter; provided, however, that this Apple Developer Program License Agreement is not intended to prevent You from exercising any rights granted to You in the Xcode and Apple SDKs Agreement in accordance with the terms and conditions set forth therein. This Agreement may be modified only: (a) by a written amendment signed by both parties, or (b) to the extent expressly permitted by this Agreement (for example, by Apple by written or email notice to You). Any translation is provided as a courtesy to You, and in the event of a dispute between the English and any non-English version, the English version of this Agreement shall govern, to the extent not prohibited by local law in Your jurisdiction. If You are located in the province of Quebec, Canada or are a government organization within France, then the following clause applies to You: The parties hereby confirm that they have requested that this Agreement and all related documents be drafted in English. *Les parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais.*

Attachment 1 **(to the Agreement)**

Additional Terms for Apple Push Notification Service and Local Notifications

The following terms are in addition to the terms of the Agreement and apply to any use of the APN (Apple Push Notification Service):

1. Use of the APN and Local Notifications

1.1 You may use the APN only in Your Applications, Your Passes, and/or in sending Safari Push Notifications to the macOS desktop of users of Your Site who have opted in to receive Notifications through Safari on macOS. You, Your Application and/or Your Pass may access the APN only via the APN API and only if You have been assigned a Push Application ID by Apple. Except as otherwise set forth herein, You agree not to share Your Push Application ID with any third party. You understand that You will not be permitted to access or use the APN after expiration or termination of Your Agreement.

1.2 You are permitted to use the APN and the APN APIs only for the purpose of sending Push Notifications to Your Application, Your Pass, and/or to the macOS desktop of users of Your Site who have opted in to receive Notifications through Safari on macOS as expressly permitted by the Agreement, the APN Documentation and all applicable laws and regulations (including all intellectual property laws). You further agree that You must disclose to Apple any use of the APN as part of the submission process for Your Application.

1.3 You understand that before You send an end-user any Push Notifications through the APN, the end-user must consent to receive such Notifications. You agree not to disable, override or otherwise interfere with any Apple-implemented consent panels or any Apple system preferences for enabling or disabling Notification functionality. If the end-user's consent to receive Push Notifications is denied or later withdrawn, You may not send the end-user Push Notifications.

2. Additional Requirements

2.1 You may not use the APN or Local Notifications for the purpose of sending unsolicited messages to end-users or for the purpose of phishing or spamming, including, but not limited to, engaging in any types of activities that violate anti-spamming laws and regulations, or that are otherwise improper, inappropriate or illegal. For example, You agree not to include links to phishing or other malicious websites in Your Safari Push Notifications.

2.2 You may not use the APN or Local Notifications for the purposes of advertising, product promotion, or direct marketing of any kind (e.g., up-selling, cross-selling, etc.), including, but not limited to, sending any messages to promote the use of Your Application or advertise the availability of new features or versions. Notwithstanding the foregoing, You may use the APN or Local Notifications for promotional purposes in connection with Your Pass so long as such use is directly related to the Pass, e.g., a store coupon may be sent to Your Pass in Wallet.

2.3 You may not excessively use the overall network capacity or bandwidth of the APN, or unduly burden an iOS Product, Apple Watch, macOS or an end-user with excessive Push Notifications or Local Notifications, as may be determined by Apple in its reasonable discretion. In addition, You agree not to harm or interfere with Apple's networks or servers, or any third party servers or networks connected to the APN, or otherwise disrupt other developers' use of the APN.

2.4 You may not use the APN or Local Notifications to send material that contains any obscene, pornographic, offensive or defamatory content or materials of any kind (text, graphics,

images, photographs, sounds, etc.), or other content or materials that in Apple's reasonable judgment may be found objectionable by the end-user of Your Application, Pass or Site.

2.5 You may not transmit, store or otherwise make available any material that contains viruses or any other computer code, files or programs that may harm, disrupt or limit the normal operation of the APN or an iOS Product, Apple Watch, or macOS, and You agree not to disable, spoof, hack or otherwise interfere with any security, digital signing, verification or authentication mechanisms that are incorporated in or used by the APN, or enable others to do so.

3. Additional Terms for Website Push IDs

3.1 Subject to the terms of this Agreement, You understand and agree that Safari Push Notifications that You send using Your Website Push ID must be sent under Your own name, trademark or brand (e.g., a user should know that the communication is coming from Your Site) and must include an icon, trademark, logo or other identifying mark for Your Site. You agree not to misrepresent or impersonate another Site or entity or otherwise mislead users about the originator of the Safari Push Notification. To the extent that You reference a third party's trademark or brand within Your Safari Push Notification, You represent and warrant that You have any necessary rights.

3.2 By enabling the APN and sending Safari Push Notifications for Your Site as permitted in this Agreement, You hereby permit Apple to use (i) screen shots of Your Safari Push Notifications on macOS; and (ii) trademarks and logos associated with such Notifications, for promotional purposes in Apple's marketing materials, excluding those portions which You do not have the right to use for promotional purposes and which You identify in writing to Apple. You also permit Apple to use images and other materials that You may provide to Apple, at Apple's reasonable request, for promotional purposes in marketing materials.

4. Delivery by the APN or via Local Notifications. You understand and agree that in order to provide the APN and make Your Push Notifications available on iOS Products, Apple Watch, or macOS, Apple may transmit Your Push Notifications across various public networks, in various media, and modify or change Your Push Notifications to comply with the technical and other requirements for connecting to networks or devices. You acknowledge and agree that the APN is not, and is not intended to be, a guaranteed or secure delivery service, and You shall not use or rely upon it as such. Further, as a condition to using the APN or delivering Local Notifications, You agree not to transmit sensitive personal or confidential information belonging to an individual (e.g., a social security number, financial account or transactional information, or any information where the individual may have a reasonable expectation of secure transmission) as part of any such Notification, and You agree to comply with any applicable notice or consent requirements with respect to any collection, transmission, maintenance, processing or use of an end-user's personal information.

5. Your Acknowledgements. You acknowledge and agree that:

5.1 Apple may at any time, and from time to time, with or without prior notice to You (a) modify the APN, including changing or removing any feature or functionality, or (b) modify, deprecate, reissue or republish the APN APIs. You understand that any such modifications may require You to change or update Your Applications, Passes or Sites at Your own cost. Apple has no express or implied obligation to provide, or continue to provide, the APN and may suspend or discontinue all or any portion of the APN at any time. Apple shall not be liable for any losses, damages or costs of any kind incurred by You or any other party arising out of or related to any such service suspension or discontinuation or any such modification of the APN or APN APIs.

5.2 The APN is not available in all languages or in all countries and Apple makes no representation that the APN is appropriate or available for use in any particular location. To the

extent You choose to access and use the APN, You do so at Your own initiative and are responsible for compliance with any applicable laws, including but not limited to any local laws.

5.3 Apple provides the APN to You for Your use with Your Application, Pass, or Site, and does not provide the APN directly to any end-user. You acknowledge and agree that any Push Notifications are sent by You, not Apple, to the end-user of Your Application, Pass or Site, and You are solely liable and responsible for any data or content transmitted therein and for any such use of the APN. Further, You acknowledge and agree that any Local Notifications are sent by You, not Apple, to the end-user of Your Application, and You are solely liable and responsible for any data or content transmitted therein.

5.4 Apple makes no guarantees to You in relation to the availability or uptime of the APN and is not obligated to provide any maintenance, technical or other support for the APN.

5.5 Apple reserves the right to remove Your access to the APN, limit Your use of the APN, or revoke Your Push Application ID at any time in its sole discretion.

5.6 Apple may monitor and collect information (including but not limited to technical and diagnostic information) about Your usage of the APN to aid Apple in improving the APN and other Apple products or services and to verify Your compliance with this Agreement; provided however that Apple will not access or disclose the content of any Push Notification unless Apple has a good faith belief that such access or disclosure is reasonably necessary to: (a) comply with legal process or request; (b) enforce the terms of this Agreement, including investigation of any potential violation hereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Apple, its developers, customers or the public as required or permitted by law.

6. Additional Liability Disclaimer. APPLE SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM ANY USE OF THE APN, INCLUDING ANY INTERRUPTIONS TO THE APN OR ANY USE OF NOTIFICATIONS, INCLUDING, BUT NOT LIMITED TO, ANY POWER OUTAGES, SYSTEM FAILURES, NETWORK ATTACKS, SCHEDULED OR UNSCHEDULED MAINTENANCE, OR OTHER INTERRUPTIONS.

Attachment 2
(to the Agreement)
Additional Terms for Use of the In-App Purchase API

The following terms are in addition to the terms of the Agreement and apply to any use of the In-App Purchase API in Your Application:

1. Use of the In-App Purchase API

1.1 You may use the In-App Purchase API only to enable end-users to access or receive content, functionality, or services that You make available for use within Your Application (e.g., digital books, additional game levels, access to a turn-by-turn map service). You may not use the In-App Purchase API to offer goods or services to be used outside of Your Application.

1.2 You must submit to Apple for review and approval all content, functionality, or services that You plan to provide through the use of the In-App Purchase API in accordance with these terms and the processes set forth in **Section 6 (Application Submission and Selection)** of the Agreement. For all submissions, You must provide the name, text description, price, unique identifier number, and other information that Apple reasonably requests (collectively, the **"Submission Description"**). Apple reserves the right to review the actual content, functionality or service that has been described in the Submission Descriptions at any time, including, but not limited to, in the submission process and after approval of the Submission Description by Apple. If You would like to provide additional content, functionality or services through the In-App Purchase API that are not described in Your Submission Description, then You must first submit a new or updated Submission Description for review and approval by Apple prior to making such items available through the use of the In-App Purchase API. Apple reserves the right to withdraw its approval of content, functionality, or services previously approved, and You agree to stop making any such content, functionality, or services available for use within Your Application.

1.3 All content, functionality, and services offered through the In-App Purchase API are subject to the Program Requirements for Applications, and after such content, services or functionality are added to a Licensed Application, they will be deemed part of the Licensed Application and will be subject to all the same obligations and requirements. For clarity, Applications that provide keyboard extension functionality may not use the In-App Purchase API within the keyboard extension itself; however, they may continue to use the In-App Purchase API in separate areas of the Application.

2. Additional Restrictions

2.1 You may not use the In-App Purchase API to enable an end-user to set up a pre-paid account to be used for subsequent purchases of content, functionality, or services, or otherwise create balances or credits that end-users can redeem or use to make purchases at a later time.

2.2 You may not enable end-users to purchase Currency of any kind through the In-App Purchase API, including but not limited to any Currency for exchange, gifting, redemption, transfer, trading or use in purchasing or obtaining anything within or outside of Your Application. "Currency" means any form of currency, points, credits, resources, content or other items or units recognized by a group of individuals or entities as representing a particular value and that can be transferred or circulated as a medium of exchange.

2.3 Content and services may be offered through the In-App Purchase API on a subscription basis (e.g., subscriptions to newspapers and magazines). Rentals of content, services or functionality through the In-App Purchase API are not allowed (e.g., use of particular content may not be restricted to a pre-determined, limited period of time).

2.4 You may not use the In-App Purchase API to send any software updates to Your Application or otherwise add any additional executable code to Your Application. An In-App Purchase item must either already exist in Your Application waiting to be unlocked, be streamed to Your Application after the In-App Purchase API transaction has been completed, or be downloaded to Your Application solely as data after such transaction has been completed.

2.5 You may not use the In-App Purchase API to deliver any items that contain content or materials of any kind (text, graphics, images, photographs, sounds, etc.) that in Apple's reasonable judgment may be found objectionable or inappropriate, for example, materials that may be considered obscene, pornographic, or defamatory.

2.6 With the exception of items of content that an end-user consumes or uses up within Your Application (e.g., virtual supplies such as construction materials) (a "Consumable"), any other content, functionality, services or subscriptions delivered through the use of the In-App Purchase API (e.g., a sword for a game) (a "Non-Consumable") must be made available to end-users in accordance with the same usage rules as Licensed Applications (e.g., any such content, services or functionality must be available to all of the devices associated with an end-user's account). You will be responsible for identifying Consumable items to Apple and for disclosing to end-users that Consumables will not be available for use on other devices.

3. Your Responsibilities

3.1 For each successfully completed transaction made using the In-App Purchase API, Apple will provide You with a transaction receipt. It is Your responsibility to verify the validity of such receipt prior to the delivery of any content, functionality, or services to an end-user and Apple will not be liable for Your failure to verify that any such transaction receipt came from Apple.

3.2 Unless Apple provides You with user interface elements, You are responsible for developing the user interface Your Application will display to end-users for orders made through the In-App Purchase API. You agree not to misrepresent, falsely claim, mislead or engage in any unfair or deceptive acts or practices regarding the promotion and sale of items through Your use of the In-App Purchase API, including, but not limited to, in the Licensed Application Information and any metadata that You submit through iTunes Connect. You agree to comply with all applicable laws and regulations, including those in any jurisdictions in which You make content, functionality, services or subscriptions available through the use of the In-App Purchase API, including but not limited to consumer laws and export regulations.

3.3 Apple may provide hosting services for Non-Consumables that You would like to provide to Your end-users through the use of the In-App Purchase API. Even if Apple hosts such Non-Consumables on Your behalf, You are responsible for providing items ordered through the In-App Purchase API in a timely manner (i.e., promptly after Apple issues the transaction receipt, except in cases where You have disclosed to Your end-user that the item will be made available at a later time) and for complying with all applicable laws in connection therewith, including but not limited to, laws, rules and regulations related to cancellation or delivery of ordered items. You are responsible for maintaining Your own records for all such transactions.

3.4 You will not issue any refunds to end-users of Your Application, and You agree that Apple may issue refunds to end-users in accordance with the terms of Schedule 2.

4. Apple Services

4.1 From time to time, Apple may choose to offer additional services and functionality relating to In-App Purchase API transactions. Apple makes no guarantees that the In-App Purchase API or any Services will continue to be made available to You or that they will meet Your requirements, be uninterrupted, timely, secure or free from error, that any information that You

obtain from the In-App Purchase API or any Services will be accurate or reliable or that any defects will be corrected.

4.2 You understand that You will not be permitted to access or use the In-App Purchase API after expiration or termination of Your Agreement.

5. Your Acknowledgements. You acknowledge and agree that:

5.1 Apple may at any time, and from time to time, with or without prior notice to You (a) modify the In-App Purchase API, including changing or removing any feature or functionality, or (b) modify, deprecate, reissue or republish the In-App Purchase API. You understand that any such modifications may require You to change or update Your Applications at Your own cost in order to continue to use the In-App Purchase API. Apple has no express or implied obligation to provide, or continue to provide, the In-App Purchase API or any services related thereto and may suspend or discontinue all or any portion of thereof at any time. Apple shall not be liable for any losses, damages or costs of any kind incurred by You or any other party arising out of or related to any suspension, discontinuation or modification of the In-App Purchase API or any services related thereto.

5.2 Apple provides the In-App Purchase API to You for Your use with Your Application, and may provide services to You in connection therewith (e.g., hosting services for Non-Consumable items). Apple is not responsible for providing or unlocking any content, functionality, services or subscriptions that an end-user orders through Your use of the In-App Purchase API. You acknowledge and agree that any such items are made available by You, not Apple, to the end-user of Your Application, and You are solely liable and responsible for such items ordered through the use of the In-App Purchase API and for any such use of the In-App Purchase API in Your Application or for any use of services in connection therewith.

5.3 Apple makes no guarantees to You in relation to the availability or uptime of the In-App Purchase API or any other services that Apple may provide to You in connection therewith, and Apple is not obligated to provide any maintenance, technical or other support related thereto.

6. Use of Digital Certificates for In-App Purchase. When an end-user completes a transaction using the In-App Purchase API in Your Application, Apple will provide You with a transaction receipt signed with an Apple Certificate. It is Your responsibility to verify that such certificate and receipt were issued by Apple, as set forth in the Documentation. You are solely responsible for Your decision to rely on any such certificates and receipts. YOUR USE OF OR RELIANCE ON SUCH CERTIFICATES AND RECEIPTS IN CONNECTION WITH THE IN-APP PURCHASE API IS AT YOUR SOLE RISK. APPLE MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ACCURACY, RELIABILITY, SECURITY, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS WITH RESPECT TO SUCH APPLE CERTIFICATES AND RECEIPTS. You agree that You will only use such receipts and certificates in accordance with the Documentation, and that You will not interfere or tamper with the normal operation of such digital certificates or receipts, including but not limited to any falsification or other misuse.

7. Additional Liability Disclaimer. APPLE SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM THE USE OF THE IN-APP PURCHASE API AND ANY SERVICES, INCLUDING, BUT NOT LIMITED TO, (I) ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, OR OTHER INTANGIBLE LOSS, (II) ANY CHANGES WHICH APPLE MAY MAKE TO THE IN-APP PURCHASE API OR ANY SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE IN-APP PURCHASE API OR ANY SERVICES (OR ANY FEATURES WITHIN THE SERVICES) PROVIDED THEREWITH, OR (III) THE DELETION OF, CORRUPTION OF, OR FAILURE TO PROVIDE ANY DATA TRANSMITTED BY OR THROUGH YOUR USE OF THE IN-APP

PURCHASE API OR SERVICES. It is Your responsibility to maintain appropriate alternate backup of all Your information and data, including but not limited to any Non-Consumables that You may provide to Apple for hosting services.

Attachment 3
(to the Agreement)
Additional Terms for the Game Center

The following terms are in addition to the terms of the Agreement and apply to any use of the Game Center service by You or Your Application.

1. Use of the Game Center service

1.1 You and Your Application may not connect to or use the Game Center service in any way not expressly authorized by Apple. You agree to only use the Game Center service in accordance with this Agreement (including this Attachment 3), the Game Center Documentation and in accordance with all applicable laws. You understand that neither You nor Your Application will be permitted to access or use the Game Center service after expiration or termination of Your Agreement.

1.2 Apple may provide You with a unique identifier which is associated with an end-user's alias as part of the Game Center service (the "Player ID"). You agree to not display the Player ID to the end-user or to any third party, and You agree to only use the Player ID for differentiation of end-users in connection with Your use of the Game Center. You agree not to reverse look-up, trace, relate, associate, mine, harvest, or otherwise exploit the Player ID, aliases or other data or information provided by the Game Center service, except to the extent expressly permitted herein. For example, You will not attempt to determine the real identity of an end-user.

1.3 You will only use information provided by the Game Center service as necessary for providing services and functionality for Your Applications. For example, You will not host or export any such information to a third party service. Further, You agree not to transfer or copy any user information or data (whether individually or in the aggregate) obtained through the Game Center service to a third party except as necessary for providing services and functionality for Your Applications, and then only with express user consent and only if not otherwise prohibited in this Agreement.

1.4 You will not attempt to gain (or enable others to gain) unauthorized use or access to the Game Center service (or any part thereof) in any way, including but not limited to obtaining information from the Game Center service using any method not expressly permitted by Apple. For example, You may not use packet sniffers to intercept any communications protocols from systems or networks connected to the Game Center, scrape any data or user information from the Game Center, or use any third party software to collect information through the Game Center about players, game data, accounts, or service usage patterns.

2. Additional Restrictions

2.1 You agree not to harm or interfere with Apple's networks or servers, or any third party servers or networks connected to the Game Center service, or otherwise disrupt other developers' or end-users' use of the Game Center. You agree that, except for testing and development purposes, You will not create false accounts through the use of the Game Center service or otherwise use the Game Center service to misrepresent information about You or Your Application in a way that would interfere with an end-users' use of the Game Center service, e.g., creating inflated high scores through the use of cheat codes or falsifying the number of user accounts for Your Application.

2.2 You will not institute, assist, or enable any disruptions of the Game Center, such as through a denial of service attack, through the use of an automated process or service such as a spider, script, or bot, or through exploiting any bug in the Game Center service or Apple Software. You agree not to probe, test or scan for vulnerabilities in the Game Center service. You further

agree not to disable, spoof, hack, undermine or otherwise interfere with any data protection, security, verification or authentication mechanisms that are incorporated in or used by the Game Center service, or enable others to do so.

2.3 You will not transmit, store or otherwise make available any material that contains viruses or any other computer code, files or programs that may harm, disrupt or limit the normal operation of the Game Center or an iOS Product.

2.4 You agree not to use any portion of the Game Center service for sending any unsolicited, improper or inappropriate messages to end-users or for the purpose of poaching, phishing or spamming of Game Center users. You will not reroute (or attempt to reroute) users of the Game Center to another service using any information You obtain through the use of the Game Center service.

2.5 You shall not charge any fees to end-users for access to the Game Center service or for any data or information provided therein.

2.6 To the extent that Apple permits You to manage certain Game Center features and functionality for Your Application through iTunes Connect (e.g., the ability to block fraudulent users or eliminate suspicious leaderboard scores from Your Application's leaderboard), You agree to use such methods only when You have a reasonable belief that such users or scores are the result of misleading, fraudulent, improper, unlawful or dishonest acts.

3. Your Acknowledgements. You acknowledge and agree that:

3.1 Apple may at any time, and from time to time, with or without prior notice to You (a) modify the Game Center service, including changing or removing any feature or functionality, or (b) modify, deprecate, reissue or republish the Game Center APIs or related APIs. You understand that any such modifications may require You to change or update Your Applications at Your own cost. Apple has no express or implied obligation to provide, or continue to provide, the Game Center service and may suspend or discontinue all or any portion of the Game Center service at any time. Apple shall not be liable for any losses, damages or costs of any kind incurred by You or any other party arising out of or related to any such service suspension or discontinuation or any such modification of the Game Center service or Game Center APIs.

3.2 As long as the Game Center service is a confidential, pre-release service, You will only allow it to be used for testing and development purposes by Your Authorized Developers and only for use on Your Authorized Test Units, and You will not use any Game Center APIs in Your Licensed Applications. You agree to restrict access to such Authorized Test Units in accordance with the terms of the Agreement.

3.3 Apple makes no guarantees to You in relation to the availability or uptime of the Game Center service and is not obligated to provide any maintenance, technical or other support for such service.

3.4 Apple reserves the right to remove Your access to the Game Center service at any time in its sole discretion.

3.5 Apple may monitor and collect information (including but not limited to technical and diagnostic information) about Your usage of the Game Center service to aid Apple in improving the Game Center and other Apple products or services and to verify Your compliance with this Agreement.

4. Additional Liability Disclaimer. APPLE SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM ANY INTERRUPTIONS TO THE GAME CENTER OR ANY

SYSTEM FAILURES, NETWORK ATTACKS, SCHEDULED OR UNSCHEDULED MAINTENANCE, OR OTHER INTERRUPTIONS.

Attachment 4
(to the Agreement)
Additional Terms for the use of iCloud

The following terms are in addition to the terms of the Agreement and apply to Your use of the iCloud service for software development and testing in connection with Your Application, or Web Software.

1. Use of iCloud

1.1 Your Applications and/or Web Software may access the iCloud service only if You have been assigned an entitlement by Apple. You agree not to access the iCloud service, or any content, data or information contained therein, other than through the iCloud Storage APIs, CloudKit APIs or via the CloudKit dashboard provided as part of the Program. You agree not to share Your entitlement with any third party or use it for any purposes not expressly permitted by Apple. You agree to use the iCloud service, the iCloud Storage APIs, and the CloudKit APIs only as expressly permitted by this Agreement and the iCloud Documentation, and in accordance with all applicable laws and regulations. Further, Your Web Software is permitted to access and use the iCloud service (e.g., to store the same type of data that is retrieved or updated in a Licensed Application) only so long as Your use of the iCloud service in such Web Software is comparable to Your use in the corresponding Licensed Application, as determined in Apple's sole discretion. In the event Apple Services permit You to use more than Your allotment of storage containers in iCloud in order to transfer data to another container for any reason, You agree to only use such additional container(s) for a reasonable limited time to perform such functions and not to increase storage and transactional allotments.

1.2 You understand that You will not be permitted to access or use the iCloud service for software development or testing after expiration or termination of Your Agreement; however end-users who have Your Applications or Web Software installed and who have a valid end-user account with Apple to use iCloud may continue to access their user-generated documents, private containers and files that You have chosen to store in such end-user's account via the iCloud Storage APIs or the CloudKit APIs in accordance with the applicable iCloud terms and conditions and these terms. You agree not to interfere with an end-user's ability to access iCloud (or the end-user's own user-generated documents, private containers and files) or to otherwise disrupt their use of iCloud in any way and at any time. With respect to data You store in public containers through the CloudKit APIs (whether generated by You or the end-user), Apple reserves the right to suspend access to or delete such data, in whole or in part, upon expiration or termination of Your Agreement, or as otherwise specified by Apple in the CloudKit dashboard.

1.3 Your Application is permitted to use the iCloud Storage APIs only for the purpose of storage and retrieval of key value data (e.g., a list of stocks in a finance App, settings for an App) for Your Applications and Web Software and for purposes of enabling Your end-users to access user-generated documents and files through the iCloud service. Your Application or Web Software application is permitted to use the CloudKit APIs for storing, retrieving, and querying of structured data that You choose to store in public or private containers in accordance with the iCloud Documentation. You agree not to knowingly store any content or materials via the iCloud Storage APIs or CloudKit APIs that would cause Your Application to violate any of the iCloud terms and conditions or the Program Requirements for Your Applications (e.g., Your Application may not store illegal or infringing materials).

1.4 You may allow a user to access their user-generated documents and files from iCloud through the use of Your Applications as well as from Web Software. However, You may not share key value data from Your Application with other Applications or Web Software, unless You are sharing such data among different versions of the same title, or You have user consent.

1.5 You are responsible for any content and materials that You store in iCloud through the use of the CloudKit APIs and iCloud Storage APIs and must take reasonable and appropriate steps to protect information You store through the iCloud service. With respect to third party claims related to content and materials stored by Your end-users in Your Applications through the use of the iCloud Storage APIs or CloudKit APIs (e.g., user-generated documents, end-user posts in public containers), You agree to be responsible for properly handling and promptly processing any such claims, including but not limited to Your compliance with notices sent pursuant to the Digital Millennium Copyright Act (DMCA).

1.6 Unless otherwise expressly permitted by Apple in writing, You will not use iCloud, the iCloud Storage APIs, CloudKit APIs, or any component or function thereof, to create, receive, maintain or transmit any sensitive, individually-identifiable health information, including “protected health information” (as such term is defined at 45 C.F.R § 160.103), or use iCloud in any manner that would make Apple (or any Apple Subsidiary) Your or any third party’s “business associate” as such term is defined at 45 C.F.R. § 160.103. You agree to be solely responsible for complying with any reporting requirements under law or contract arising from Your breach of this Section.

2. Additional Requirements

2.1 You understand there are storage capacity, transmission, and transactional limits for the iCloud service, both for You as a developer and for Your end-users. If You reach or Your end-user reaches such limits, then You or Your end-user may be unable to use the iCloud service until You or Your end-user have removed enough data from the service to meet the capacity limits, increased storage capacity or otherwise modified Your usage of iCloud, and You or Your end-user may be unable to access or retrieve data from iCloud during this time.

2.2 You may not charge any fees to users for access to or use of the iCloud service through Your Applications or Web Software, and You agree not to sell access to the iCloud service in any other way, including but not limited to reselling any part of the service. You will only use the iCloud service in Your Application or Web Software to provide storage for an end-user who has a valid end-user iCloud account with Apple and only for use in accordance with the terms of such user account, except that You may use the CloudKit APIs to store data in public containers for access by end-users regardless of whether such users have iCloud accounts. You will not induce any end-user to violate the terms of their applicable iCloud service agreement with Apple or to violate any Apple usage policies for data or information stored in the iCloud service.

2.3 You may not excessively use the overall network capacity or bandwidth of the iCloud service or otherwise burden such service with unreasonable data loads or queries. You agree not to harm or interfere with Apple’s networks or servers, or any third party servers or networks connected to the iCloud, or otherwise disrupt other developers’ or users’ use of the iCloud service.

2.4 You will not disable or interfere with any warnings, system settings, notices, or notifications that are presented to an end-user of the iCloud service by Apple.

3. Your Acknowledgements

You acknowledge and agree that:

3.1 Apple may at any time, with or without prior notice to You (a) modify the iCloud Storage APIs or the CloudKit APIs, including changing or removing any feature or functionality, or (b) modify, deprecate, reissue or republish such APIs. You understand that any such modifications may require You to change or update Your Applications or Web Software at Your own cost. Apple has no express or implied obligation to provide, or continue to provide, the iCloud service and may suspend or discontinue all or any portion of the iCloud service at any time. Apple shall

not be liable for any losses, damages or costs of any kind incurred by You or any other party arising out of or related to any such service suspension or discontinuation or any such modification of the iCloud service, iCloud Storage APIs or the CloudKit APIs.

3.2 The iCloud service is not available in all languages or in all countries and Apple makes no representation that the iCloud service is appropriate or available for use in any particular location. To the extent You choose to provide access to the iCloud service in Your Applications or Web Software through the iCloud Storage APIs or CloudKit APIs (e.g., to store data in a public or private container), You do so at Your own initiative and are responsible for compliance with any applicable laws or regulations.

3.3 Apple makes no guarantees to You in relation to the availability or uptime of the iCloud service and is not obligated to provide any maintenance, technical or other support for the iCloud service. Apple is not responsible for any expenditures, investments, or commitments made by You in connection with the iCloud service, or for any use of or access to the iCloud service.

3.4 Apple reserves the right to suspend or revoke Your access to the iCloud service or impose limits on Your use of the iCloud service at any time in Apple's sole discretion. In addition, Apple may impose or adjust the limit of transactions Your Applications or Web Software may send or receive through the iCloud service or the resources or capacity that they may use at any time in Apple's sole discretion.

3.5 Apple may monitor and collect information (including but not limited to technical and diagnostic information) about usage of the iCloud service through the iCloud Storage APIs, CloudKit APIs, or CloudKit dashboard, in order to aid Apple in improving the iCloud service and other Apple products or services; provided however that Apple will not access or disclose any end-user data stored in a private container through CloudKit, any Application data stored in a public container through CloudKit, or any user-generated documents, files or key value data stored using the iCloud Storage APIs and iCloud service, unless Apple has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal or regulatory process or request, or unless otherwise requested by an end-user with respect to data stored via the iCloud Storage APIs in that end-user's iCloud account or in that end-user's private container via the CloudKit APIs.

3.6 Further, to the extent that You store any end-user personal information in the iCloud service through the use of the iCloud Storage APIs or CloudKit APIs, You agree that Apple (and any applicable Apple Subsidiary) will act as Your agent for the processing, storage and handling of any such personal information. You remain responsible at all times for such personal information; however, Apple will protect such data with the security features outlined in our Privacy Policy, including abiding by Safe Harbor Programs.

4. Additional Liability Disclaimer. NEITHER APPLE NOR ITS SERVICE PROVIDERS SHALL BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM ANY USE, MISUSE, RELIANCE ON, INABILITY TO USE, INTERRUPTION, SUSPENSION OR TERMINATION OF iCloud, iCloud STORAGE APIS, OR CLOUDKIT APIS, OR FOR ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR DATA OR ANY END-USER DATA OR ANY CLAIMS ARISING FROM ANY USE OF THE FOREGOING BY YOUR END-USERS, INCLUDING ANY CLAIMS REGARDING DATA PROCESSING OR INAPPROPRIATE OR UNAUTHORIZED DATA STORAGE OR HANDLING BY YOU IN VIOLATION OF THIS AGREEMENT.

Attachment 5
(to the Agreement)
Additional Terms for Passes

The following terms are in addition to the terms of the Agreement and apply to Your development and distribution of Passes:

1. Pass Type ID Usage and Restrictions

You may use the Pass Type ID only for purposes of digitally signing Your Pass for use with Wallet and/or for purposes of using the APN service with Your Pass. You may distribute Your Pass Type ID as incorporated into Your Pass in accordance with **Section 2** below only so long as such distribution is under Your own trademark or brand. To the extent that You reference a third party's trademark or brand within Your Pass (e.g., a store coupon for a particular good), You represent and warrant that You have any necessary rights. You agree not to share, provide or transfer Your Pass Type ID to any third party (except for a Service Provider and only to the limited extent permitted herein), nor use Your Pass Type ID to sign a third party's pass.

2. Pass Distribution; Marketing Permissions

2.1 Subject to the terms of this Agreement, You may distribute Your Passes to end-users by the web, email, or an Application. You understand that Passes must be accepted by such users before they will be loaded into Wallet and that Passes can be removed or transferred by such users at any time.

2.2 By distributing Your Passes in this manner, You represent and warrant to Apple that Your Passes comply with the Documentation and Program Requirements then in effect and the terms of this Attachment 5. Apple shall not be responsible for any costs, expenses, damages, losses (including without limitation lost business opportunities or lost profits) or other liabilities You may incur as a result of distributing Your Passes in this manner.

2.3 You agree to state on the Pass Your name and address, and the contact information (telephone number; email address) to which any end-user questions, complaints, or claims with respect to Your Pass should be directed. You will be responsible for attaching or otherwise including, at Your discretion, any relevant end-user usage terms with Your Pass. Apple will not be responsible for any violations of Your end-user usage terms. You will be solely responsible for all user assistance, warranty and support of Your Pass. You may not charge any fees to end-users in order to use Wallet to access Your Pass.

2.4 By distributing Your Passes as permitted in this Agreement, You hereby permit Apple to use (i) screen shots of Your Pass; (ii) trademarks and logos associated with Your Pass; and (iii) Pass Information, for promotional purposes in marketing materials and gift cards, excluding those portions which You do not have the right to use for promotional purposes and which You identify in writing to Apple. You also permit Apple to use images and other materials that You may provide to Apple, at Apple's reasonable request, for promotional purposes in marketing materials and gift cards.

3. Additional Pass Requirements

3.1 Apple may provide You with templates to use in creating Your Passes, and You agree to choose the relevant template for Your applicable use (e.g., You will not use the boarding pass template for a movie ticket).

3.2 Passes may only operate and be displayed in Wallet, which is Apple's designated container area for the Pass, through Wallet on the lock screen of an iOS Product, or on Apple Watch in accordance with the Documentation.

3.3. Notwithstanding anything else in **Section 3.3.9** of the Agreement, with prior user consent, You and Your Pass may share user and/or device data with Your Application so long as such sharing is for the purpose of providing a service or function that is directly relevant to the use of the Pass and/or Application, or to serve advertising in accordance with **Sections 3.3.12** and **3.3.13** of the Agreement.

3.4 If You would like to use embedded Near Field Communication (NFC) technology with Your Pass, then You may request an Apple Certificate for the use of NFC with a Pass from the Developer web portal. Apple will review Your request and may provide You with a separate agreement for the use of such Apple Certificate. Apple reserves the right to not provide You with such Apple Certificate.

4. Apple's Right to Review Your Pass; Revocation. You understand and agree that Apple reserves the right to review and approve or reject any Pass that You would like to distribute for use by Your end-users, or that is already in use by Your end-users, at any time during the Term of this Agreement. If requested by Apple, You agree to promptly provide such Pass to Apple. You agree not to attempt to hide, misrepresent, mislead, or obscure any features, content, services or functionality in Your Pass from Apple's review or otherwise hinder Apple from being able to fully review such Pass, and, You agree to cooperate with Apple and answer questions and provide information and materials reasonably requested by Apple regarding such Pass. If You make any changes to Your Pass after submission to Apple, You agree to notify Apple and, if requested by Apple, resubmit Your Pass prior to any distribution of the modified Pass to Your end-users. Apple reserves the right to revoke Your Pass Type ID and reject Your Pass for distribution to Your end-users for any reason and at any time in its sole discretion, even if Your Pass meets the Documentation and Program Requirements and terms of this Attachment 5; and, in that event, You agree that You may not distribute such Pass to Your end-users.

5. Additional Liability Disclaimer. APPLE SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM ANY USE, DISTRIBUTION, MISUSE, RELIANCE ON, INABILITY TO USE, INTERRUPTION, SUSPENSION, OR TERMINATION OF WALLET, YOUR PASS TYPE ID, YOUR PASSES, OR ANY SERVICES PROVIDED IN CONNECTION THEREWITH, INCLUDING BUT NOT LIMITED TO ANY LOSS OR FAILURE TO DISPLAY YOUR PASS IN WALLET OR ANY END-USER CLAIMS ARISING FROM ANY USE OF THE FOREGOING BY YOUR END-USERS.

Attachment 6
(to the Agreement)
Additional Terms for the use of the Apple Maps Service

The following terms are in addition to the terms of the Agreement and apply to any use of the Apple Maps Service in Your Application.

1. Use of the Maps Service

1.1 Your Application may access the Apple Maps Service only via the MapKit API. You agree not to access the Apple Maps Service or the Map Data other than through the MapKit API.

1.2 You will use the Apple Maps Service and Map Data only as necessary for providing services and functionality for Your Application. You agree to use the Apple Maps Service and MapKit API only as expressly permitted by this Agreement (including but not limited to this Attachment 6) and the MapKit Documentation, and in accordance with all applicable laws and regulations.

1.3 You acknowledge and agree that results You receive from the Apple Maps Service may vary from actual conditions due to variable factors that can affect the accuracy of the Map Data, such as weather, road and traffic conditions, and geopolitical events.

2. Additional Restrictions

2.1 Your Application must not remove, obscure or alter Apple's or its licensors' copyright notices, trademarks, or any other proprietary rights or legal notices, documents or hyperlinks that may appear in or be provided through the Apple Maps Service.

2.2 You will not use the Apple Maps Service in any manner that enables or permits bulk downloads or feeds of the Map Data, or any portion thereof, or that in any way attempts to extract, scrape or reutilize any portions of the Map Data. For example, neither You nor Your Application may use or make available the Map Data, or any portion thereof, as part of any secondary or derived database.

2.3 Except to the extent expressly permitted herein, You agree not to copy, modify, translate, create a derivative work of, publish or publicly display the Map Data in any way. Further, You may not use or compare the data provided by the Apple Maps Service for the purpose of improving or creating another mapping service. You agree not to create or attempt to create a substitute or similar service through use of or access to the Apple Maps Service.

2.4 Your Application may display the Map Data only as permitted herein, and when displaying it on a map, You agree that it will be displayed only on an Apple map provided through the Apple Maps Service;

2.5 Unless otherwise expressly permitted in the MapKit Documentation, Map Data may not be cached, pre-fetched, or stored by You or Your Application, other than on a temporary and limited basis solely to improve the performance of the Apple Maps Service with Your Application.

2.6 You may not charge any fees to end-users solely for access to or use of the Apple Maps Service through Your Application, and You agree not to sell access to the Apple Maps Service in any other way.

2.7 You acknowledge and agree that Apple may impose restrictions on Your usage of the Apple Maps Service (e.g., limiting the number of transactions Your Application can make through the MapKit API) or may revoke or remove Your access to the Apple Maps Service (or any part thereof) at any time in its sole discretion. Further, You acknowledge and agree that results You

may receive from the Apple Maps Service may vary from actual conditions due to variable factors that can affect the accuracy of Map Data, such as road or weather conditions.

3. Your Acknowledgements. You acknowledge and agree that:

3.1 Apple may at any time, with or without prior notice to You (a) modify the Apple Maps Service and/or the MapKit API, including changing or removing any feature or functionality, or (b) modify, deprecate, reissue or republish the MapKit API. You understand that any such modifications may require You to change or update Your Applications at Your own cost. Apple has no express or implied obligation to provide, or continue to provide, the Apple Maps Service and may suspend or discontinue all or any portion of the Apple Maps Service at any time. Apple shall not be liable for any losses, damages or costs of any kind incurred by You or any other party arising out of or related to any such service suspension or discontinuation or any such modification of the Apple Maps Service or MapKit API.

3.2 The Apple Maps Service may not be available in all countries or languages, and Apple makes no representation that the Apple Maps Service is appropriate or available for use in any particular location. To the extent You choose to provide access to the Apple Maps Service in Your Applications or through the MapKit API, You do so at Your own initiative and are responsible for compliance with any applicable laws.

3.3 If the Apple Maps Service is provided to You as a confidential, pre-release service, You will only allow it to be used for testing and development purposes by Your Authorized Developers and only for use on Your Authorized Test Units, and You will not use the pre-release version of the Apple Maps Service in Your Licensed Applications. You agree to restrict access to such Authorized Test Units in accordance with the terms of the Agreement.

4. Additional Liability Disclaimer. NEITHER APPLE NOR ITS LICENSORS OR SERVICE PROVIDERS SHALL BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM ANY USE, MISUSE, RELIANCE ON, INABILITY TO USE, INTERRUPTION, SUSPENSION OR TERMINATION OF THE APPLE MAPS SERVICE, INCLUDING ANY INTERRUPTIONS DUE TO SYSTEM FAILURES, NETWORK ATTACKS, OR SCHEDULED OR UNSCHEDULED MAINTENANCE.

Attachment 7
(to the Agreement)
Additional Terms for Safari Extensions

The following terms are in addition to the terms of the Agreement and apply to Safari Extensions signed with an Apple Certificate:

1.1 Safari Extension Requirements

If You would like to submit Your Safari Extension for hosting by Apple in the Safari Extensions Gallery or otherwise distribute Your Safari Extension signed with an Apple Certificate, then You agree to abide by the following requirements for such Safari Extensions, as they may be modified by Apple from time to time:

- Your Safari Extension must not contain any malware, malicious or harmful code, or other internal component (e.g. computer viruses, trojan horses, “backdoors”), which could damage, destroy, or adversely affect Apple hardware, software or services, or other third party software, firmware, hardware, data, systems, services, or networks;
- Your Safari Extensions must not be designed or marketed for the purpose of harassing, abusing, stalking, spamming, misleading, defrauding, threatening or otherwise violating the legal rights (such as the rights of privacy and publicity) of others. Further, You may not create a Safari Extension that tracks the behavior of a user (e.g., their browsing sites) without their express consent;
- Your Safari Extension must only operate in Safari on macOS's designated container area for the Safari Extension, and must not disable, override or otherwise interfere with any Apple-implemented system alerts, warnings, display panels, consent panels and the like;
- Your Safari Extension must have a single purpose and updates must not change the single purpose of Your Safari Extension. You agree to accurately represent the features and functionality of Your Extension to the user and to act in accordance with such representations. For example, Your Safari Extension may not redirect a link (or any affiliate link) on a website unless that behavior is disclosed to the user;
- Your Safari Extension must not be bundled with an app that has a different purpose than the Safari Extension.
- Your Safari Extension may not inject ads into a website and may not display pop up ads;
- You must not script or automate turning on Your Safari Extension or enable others to do so.
- You agree not to bundle Your .safariextz-based Safari Extension with any other applications or extensions. You may allow a user to install Your .safariextz-based Safari Extension only by: (a) clicking an Install button in the Safari Extensions Gallery; or (b) clicking the .safariextz file to open the Safari Extension in Safari and allowing Safari to prompt the user to confirm the installation;
- Safari Extensions must not interfere with security, user interface, user experience, features or functionality of Safari, macOS, or other Apple-branded products; and
- Your Safari Extensions must comply with the Documentation and all applicable laws and regulations, including those in any jurisdictions in which such Safari Extensions may be offered or made available. You should review the latest Safari Extensions Development Guide and Safari App Extensions Development Guide available on the Developer web portal.

You understand that Apple may revoke the Apple Certificates used to sign Your Safari Extensions at any time, in its sole discretion. Further, You acknowledge and agree that Apple may block Your Safari Extension (such that it may be unavailable or inaccessible to Safari users) if it does not comply with the requirements set forth above in this **Section 1.1** or otherwise adversely affects users of Safari or macOS.

1.2 Submission to the Safari Extensions Gallery

If You are submitting Your Safari Extension for hosting by Apple on the Safari Extensions Gallery, You agree that Your Safari Extension complies with the requirements set forth above in **Section 1.1**, and with any additional guidelines that Apple may post on the Program web portal for the Safari Extensions Gallery.

You understand that Apple will review such Extensions prior to posting them on the Safari Extensions Gallery and that Apple can approve or reject Your Safari Extension in its sole discretion. Further, You agree that Apple reserves the right to remove Safari Extensions from the Safari Extensions Gallery at any time in its sole discretion without notice to You. By submitting Your Safari Extension for hosting by Apple, You consent to Apple hosting it for You on the Safari Extensions Gallery. You will be responsible for attaching or otherwise including, at Your discretion, any relevant end-user usage terms with such Safari Extension and for all user assistance, warranty and support of Your Safari Extension. You may remove Your Safari Extension from the Safari Extensions Gallery by emailing: safari-extensions@apple.com.

By distributing Your Safari Extension through the Safari Extensions Gallery, You hereby permit Apple to use (a) screen shots of Your Safari Extension; and (b) trademarks and logos associated with Your Safari Extension for promotional purposes in marketing materials, excluding those portions which You do not have the right to use for promotional purposes and which You identify in writing to Apple. You also permit Apple to use images and other materials that You may provide to Apple, at Apple's reasonable request, for promotional purposes in marketing materials.

Schedule 1

1. Appointment of Agent

1.1 You hereby appoint Apple and Apple Subsidiaries (collectively “Apple”) as: (i) Your agent for the marketing and delivery of the Licensed Applications to end-users located in those countries listed on Exhibit A, Section 1 to this Schedule 1, subject to change; and (ii) Your commissionaire for the marketing and delivery of the Licensed Applications to end-users located in those countries listed on Exhibit A, Section 2 to this Schedule 1, subject to change, during the Delivery Period. The most current list of App Store countries among which You may select shall be set forth in the iTunes Connect tool and may be updated by Apple from time to time. You hereby acknowledge that Apple will market and make the Licensed Applications available for download by end-users, through one or more App Stores, for You and on Your behalf. For purposes of this Schedule 1, the following terms apply:

(a) “You” shall include iTunes Connect users authorized by You to submit Licensed Applications and associated metadata on Your behalf; and

(b) “end-user” includes individual purchasers as well as eligible users associated with their account via Family Sharing. For institutional customers, “end-user” shall mean the individual authorized to use the Licensed Application, the institutional administrator responsible for management of installations on shared devices, as well as authorized institutional purchasers themselves, including educational institutions approved by Apple, which may acquire the Licensed Applications for use by their employees, agents, and affiliates.

(c) For the purposes of this Schedule 1, the term “Licensed Application” shall include any content, functionality, extensions, stickers, or services offered in the software application.

1.2 In furtherance of Apple’s appointment under Section 1.1 of this Schedule 1, You hereby authorize and instruct Apple to:

(a) market, solicit and obtain orders on Your behalf for Licensed Applications from end-users located in the countries identified by You in the iTunes Connect tool;

(b) provide hosting services to You subject to the terms of the Agreement, in order to allow for the storage of, and end-user access to, the Licensed Applications and to enable third party hosting of such Licensed Applications solely as otherwise licensed or authorized by Apple;

(c) make copies of, format, and otherwise prepare Licensed Applications for acquisition and download by end-users, including adding the Security Solution and other optimizations identified in the Agreement;

(d) allow or, in the case of cross-border assignments of VPP purchases, arrange for end-users to access and re-access copies of the Licensed Applications, so that end-users may acquire from You and electronically download those Licensed Applications, Licensed Application Information, and associated metadata through one or more App Stores, and You hereby authorize distribution of Your Licensed Applications under this Schedule 1 to end-users with accounts associated with another end-user’s via Family Sharing. You also hereby authorize distribution of Your Licensed Applications under this Schedule 1 for use by multiple end users under a single Apple ID when the Licensed Application is provided to such end-users through Apple Configurator in accordance with the Apple Configurator software license agreement or requested by a single institutional customer via the Volume Purchase Program for use by its end-users and/or for installation on devices with no associated iTunes Account that are owned or controlled by that institutional customer in accordance with the Volume Purchase Program terms, conditions, and program requirements;

(e) use (i) screen shots, previews, and/or up to 30 second excerpts of the Licensed Applications; (ii) trademarks and logos associated with the Licensed Applications; and (iii) Licensed Application Information, for promotional purposes in marketing materials and gift cards, excluding those portions of the Licensed Applications, trademarks or logos, or Licensed Application Information which You do not have the right to use for promotional purposes, and which You identify in writing at the time that the Licensed Applications are delivered by You to Apple under Section 2.1 of this Schedule 1, and use images and other materials that You may provide to Apple, at Apple's reasonable request, for promotional purposes in marketing materials and gift cards;

(f) otherwise use Licensed Applications, Licensed Application Information and associated metadata as may be reasonably necessary in the delivery of the Licensed Applications in accordance with this Schedule 1. You agree that no royalty or other compensation is payable for the rights described above in Section 1.2 of this Schedule 1; and

(g) facilitate distribution of pre-release versions of Your Licensed Applications ("Beta Testing") to end-users designated by You in accordance with the Agreement, availability, and other program requirements as updated from time to time in the iTunes Connect tool. For the purposes of such Beta Testing, You hereby waive any right to collect any purchase price, proceeds or other remuneration for the distribution and download of such pre-release versions of Your Licensed Application. You further agree that You shall remain responsible for the payment of any royalties or other payments to third parties relating to the distribution and user of Your pre-release Licensed Applications, as well as compliance with any and all laws for territories in which such Beta Testing takes place. For the sake of clarity, no commission shall be owed to Apple with respect to such distribution.

1.3 The parties acknowledge and agree that their relationship under this Schedule 1 is, and shall be, that of principal and agent, or principal and commissionaire, as the case may be, as described in Exhibit A, Section 1 and Exhibit A, Section 2 respectively, and that You, as principal, are, and shall be, solely responsible for any and all claims and liabilities involving or relating to, the Licensed Applications, as provided in this Schedule 1. The parties acknowledge and agree that Your appointment of Apple as Your agent or commissionaire, as the case may be, under this Schedule 1 is non-exclusive. You hereby represent and warrant that You own or control the necessary rights in order to appoint Apple and Apple Subsidiaries as Your worldwide agent and/or commissionaire for the delivery of Your Licensed Applications, and that the fulfillment of such appointment by Apple and Apple Subsidiaries shall not violate or infringe the rights of any third party.

1.4 For purposes of this Schedule 1, the "Delivery Period" shall mean the period beginning on the Effective Date of the Agreement, and expiring on the last day of the Agreement or any renewal thereof; provided, however, that Apple's appointment as Your agent shall survive expiration of the Agreement for a reasonable phase-out period not to exceed thirty (30) days and further provided that, solely with respect to Your end-users, subsections 1.2(b), (c), and (d) of this Schedule 1 shall survive termination or expiration of the Agreement unless You indicate otherwise pursuant to sections 4.1 and 6.2 of this Schedule 1.

1.5 All of the Licensed Applications delivered by You to Apple under Section 2.1 of this Schedule 1 shall be made available by Apple for download by end-users at no charge. Apple shall have no duty to collect any fees for the Licensed Applications for any end-user and shall have no payment obligation to You with respect to any of those Licensed Applications under this Schedule 1. In the event that You intend to charge end-users a fee for any Licensed Application or In-App Purchase, You must enter (or have previously entered) into a separate extension of this agreement (Schedule 2) with Apple with respect to that Licensed Application.

2. Delivery of the Licensed Applications to Apple

2.1 You will deliver to Apple, at Your sole expense, using the iTunes Connect tool or other

mechanism provided by Apple, the Licensed Applications, Licensed Application Information and associated metadata, in a format and manner prescribed by Apple, as required for the delivery of the Licensed Applications to end-users in accordance with this Schedule 1. Metadata You deliver to Apple under this Schedule 1 will include: (i) the title and version number of each of the Licensed Applications; (ii) the countries You designate, in which You wish Apple to allow end-users to download those Licensed Applications; (iii) any copyright or other intellectual property rights notices; (iv) Your privacy policy, if any; (v) Your end-user license agreement ("EULA"), if any, in accordance with Section 3.2 of this Schedule 1; and (vi) any additional metadata set forth in the Documentation and/or the iTunes Connect Tool as may be updated from time to time, including metadata designed to enhance search and discovery for content on Apple-branded hardware.

2.2 All Licensed Applications will be delivered by You to Apple using software tools, a secure FTP site address and/or such other delivery methods as prescribed by Apple.

2.3 You hereby certify that all of the Licensed Applications You deliver to Apple under this Schedule 1 are authorized for export from the United States to each of the countries designated by You under Section 2.1 hereof, in accordance with the requirements of all applicable laws, including but not limited to the United States Export Administration Regulations, 15 C.F.R. Parts 730-774 and the International Traffic in Arms Regulations 22 C.F.R. Parts 120-130. Without limiting the generality of this Section 2.3, You certify that (i) none of the Licensed Applications contains, uses or supports any data encryption or cryptographic functions; or (ii) in the event that any Licensed Application contains, uses or supports any such data encryption or cryptographic functionality, You certify that You have complied with the United States Export Administration Regulations, and are in possession of, and will, upon request, provide Apple with a PDF copy of Your Encryption Registration Number (ERN), or export classification ruling (CCATS) issued by the United States Commerce Department, Bureau of Industry and Security and PDF copies of appropriate authorizations from other countries that mandate import authorizations for that Licensed Application, as required. You acknowledge that Apple is relying upon Your certification in this Section 2.3 in allowing end-users to access and download the Licensed Applications under this Schedule 1. Except as provided in this Section 2.3, Apple will be responsible for compliance with the requirements of the Export Administration Regulations in allowing end-users to access and download the Licensed Applications under this Schedule 1.

3. Ownership and End-User Licensing and Delivery of the Licensed Applications to End Users

3.1 You acknowledge and agree that Apple, in the course of acting as agent and/or commissionaire for You, is hosting, or pursuant to Section 1.2(b) of this Schedule 1 may enable authorized third parties to host, the Licensed Application(s), and is allowing the download of those Licensed Application(s) by end-users, on Your behalf. However, You are responsible for hosting and delivering content or services sold or delivered by You using the In-App Purchase API, except for content that is included within the Licensed Application itself (i.e., the In-App Purchase simply unlocks the content) or content hosted by Apple pursuant to Section 3.3 of Attachment 2 of the Agreement. The parties acknowledge and agree that Apple shall not acquire any ownership interest in or to any of the Licensed Applications or Licensed Applications Information, and title, risk of loss, responsibility for, and control over the Licensed Applications shall, at all times, remain with You. Apple may not use any of the Licensed Applications or Licensed Application Information for any purpose, or in any manner, except as specifically authorized in the Agreement or this Schedule 1.

3.2 You may deliver to Apple Your own EULA for any Licensed Application at the time that You deliver that Licensed Application to Apple, in accordance with Section 2.1 of this Schedule 1; provided, however, that Your EULA must include and may not be inconsistent with the minimum terms and conditions specified on Exhibit B to this Schedule 1 and must comply with all applicable laws in all countries where You wish Apple to allow end-users to download that

Licensed Application. Apple shall enable each end-user to review Your EULA (if any) at the time that Apple delivers that Licensed Application to that end-user, and Apple shall notify each end-user that the end-user's use of that Licensed Application is subject to the terms and conditions of Your EULA (if any). In the event that You do not furnish Your own EULA for any Licensed Application to Apple, You acknowledge and agree that each end-user's use of that Licensed Application shall be subject to Apple's standard EULA (which is part of the App Store Terms of Service).

3.3 You hereby acknowledge that the EULA for each of the Licensed Applications is solely between You and the end-user and conforms to applicable law, and Apple shall not be responsible for, and shall not have any liability whatsoever under, any EULA or any breach by You or any end-user of any of the terms and conditions of any EULA.

3.4 A Licensed Application may read or play content (magazines, newspapers, books, audio, music, video) that is offered outside of the Licensed Application (such as, by way of example, through Your website) provided that You do not link to or market external offers for such content within the Licensed Application. You are responsible for authentication access to content acquired outside of the Licensed Application.

3.5 Subject to availability, You may offer in-app subscriptions for free in select territories using the In-App Purchase API subject to the terms of this Schedule 1, provided that the Licensed Application is Newsstand-enabled pursuant to section 3.7 below and You clearly and conspicuously disclose to users the following information regarding Your in-app subscription:

- Title of publication or service
- Subscription may be discontinued at any time by removing app from device
- Links to Your Privacy Policy and Terms of Use

3.6 To the extent You promote and offer in-app subscriptions, You must do so in compliance with all legal and regulatory requirements.

3.7 If Your Licensed Application is periodical content-based (e.g., magazines and newspapers), Apple may provide You with the name, email address, and zip code associated with an end-user's account when they request an auto-renewing subscription via the In-App Purchase API, provided that such user consents to the provision of data to You, and further provided that You may only use such data to promote Your own products and do so in strict compliance with Your publicly posted Privacy Policy, a copy of which must be readily viewed and is consented to in Your Licensed Application.

3.8 Licensed Applications offering subscription services under this Schedule 1 must be included in Apple's Newsstand program provided that, in addition to the requirements set forth in paragraphs 3.5, 3.6 and 3.7, You:

- Enable the Licensed Application as a Newsstand app in the iTunes Connect tool
- Authorize Apple to select "Newsstand" as the Licensed Application's secondary category
- Utilize the In-App Purchase API, include any additional code, and comply with any other requirements as identified and updated from time to time in Newsstand-related documentation found in the iOS developer library and the iTunes Connect Developer Guide
- Provide updated cover art with each new issue
- Confirm that the content of the Licensed Application is a periodical (e.g., newspaper or magazine)

You acknowledge and agree that Apple reserves the right to recategorize or reject Your Licensed Application if it is not appropriate for Newsstand.

4. Content Restrictions and Software Rating

4.1 You represent and warrant that: (a) You have the right to enter into this Agreement, to reproduce and distribute each of the Licensed Applications, and to authorize Apple to permit end-users to download and use each of the Licensed Applications through one or more App Stores; (b) none of the Licensed Applications, or Apple's or end-users' permitted uses of those Licensed Applications, violate or infringe any patent, copyright, trademark, trade secret or other intellectual property or contractual rights of any other person, firm, corporation or other entity and that You are not submitting the Licensed Applications to Apple on behalf of one or more third parties; (c) each of the Licensed Applications is authorized for distribution, sale and use in, export to, and import into each of the countries designated by You under Section 2.1 of this Schedule 1, in accordance with the laws and regulations of those countries and all applicable export/import regulations; (d) none of the Licensed Applications contains any obscene, offensive or other materials that are prohibited or restricted under the laws or regulations of any of the countries You designate under Section 2.1 of this Schedule 1; (e) all information You provide using the iTunes Connect tool, including any information relating to the Licensed Applications, is accurate and that, if any such information ceases to be accurate, You will promptly update it to be accurate using the iTunes Connect tool; and (f) in the event a dispute arises over the content of Your Licensed Applications or use of Your intellectual property on the App Store, You agree to follow Apple's app dispute process on a non-exclusive basis and without any party waiving its legal rights.

4.2 You shall use the software rating tool set forth on iTunes Connect to supply information regarding each of the Licensed Applications delivered by You for marketing and fulfillment by Apple through the App Store under this Schedule 1 in order to assign a rating to each such Licensed Application. For purposes of assigning a rating to each of the Licensed Applications, You shall use Your best efforts to provide correct and complete information about the content of that Licensed Application with the software rating tool. You acknowledge and agree that Apple is relying on: (i) Your good faith and diligence in accurately and completely providing the requested information for each Licensed Application; and (ii) Your representations and warranties in Section 4.1 hereof, in making that Licensed Application available for download by end-users in each of the countries You designate hereunder. Furthermore, You authorize Apple to correct the rating of any Licensed Application of Yours that has been assigned an incorrect rating; and You agree to any such corrected rating.

4.3 In the event that any country You designate hereunder requires the approval of, or rating of, any Licensed Application by any government or industry regulatory agency as a condition for the distribution and/or use of that Licensed Application, You acknowledge and agree that Apple may elect not to make that Licensed Application available for download by end-users in that country from any App Store.

5. Responsibility and Liability

5.1 Apple shall have no responsibility for the installation and/or use of any of the Licensed Applications by any end-user. You shall be solely responsible for any and all product warranties, end-user assistance and product support with respect to each of the Licensed Applications.

5.2 You shall be solely responsible for, and Apple shall have no responsibility or liability whatsoever with respect to, any and all claims, suits, liabilities, losses, damages, costs and expenses arising from, or attributable to, the Licensed Applications and/or the use of those Licensed Applications by any end-user, including, but not limited to: (i) claims of breach of warranty, whether specified in the EULA or established under applicable law; (ii) product liability claims; and (iii) claims that any of the Licensed Applications and/or the end-user's possession or use of those Licensed Applications infringes the copyright or other intellectual property rights of any third party.

6. Termination

6.1 This Schedule 1, and all of Apple's obligations hereunder, shall terminate upon the expiration or termination of the Agreement.

6.2 In the event that You no longer have the legal right to distribute the Licensed Applications, or to authorize Apple to allow access to those Licensed Applications by end-users, in accordance with this Schedule 1, You shall promptly notify Apple and withdraw those Licensed Applications from the App Store using the tools provided on the iTunes Connect site; provided, however, that such withdrawal by You under this Section 6.2 shall not relieve You of any of Your obligations to Apple under this Schedule 1, or any liability to Apple and/or any end-user with respect to those Licensed Applications.

6.3 Apple reserves the right to cease marketing, offering, and allowing download by end-users of the Licensed Applications at any time, with or without cause, by providing notice of termination to You. Without limiting the generality of this Section 6.3, You acknowledge that Apple may cease allowing download by end-users of some or all of the Licensed Applications, or take other interim measures in Apple's sole discretion, if Apple reasonably believes that: (i) those Licensed Applications are not authorized for export to one or more of the countries designated by You under Section 2.1 hereof, in accordance with the Export Administration Regulations; (ii) those Licensed Applications and/or any end-user's possession and/or use of those Licensed Applications, infringe patent, copyright, trademark, trade secret or other intellectual property rights of any third party; (iii) the distribution and/or use of those Licensed Applications violates any applicable law in any country You designate under Section 2.1 of this Schedule 1; or (iv) You have violated the terms of the Agreement, this Schedule 1, or other documentation including without limitation the iOS App Review Guidelines. An election by Apple to cease allowing download of any Licensed Applications, pursuant to this Section 6.3, shall not relieve You of Your obligations under this Schedule 1.

6.4 You may withdraw any or all of the Licensed Applications from the App Store, at any time, and for any reason, by using the tools provided on the iTunes Connect site, except that, with respect to Your end-users, You hereby authorize and instruct Apple to fulfill sections 1.2(b), (c), and (d) of this Schedule 1, which shall survive termination or expiration of the Agreement unless You indicate otherwise pursuant to sections 4.1 and 6.2 of this Schedule 1.

7. Legal Consequences

The relationship between You and Apple established by this Schedule 1 may have important legal consequences for You. You acknowledge and agree that it is Your responsibility to consult with Your legal advisors with respect to Your legal obligations hereunder.

EXHIBIT A (to Schedule 1)

1. Apple as Agent

You appoint Apple Canada, Inc. ("Apple Canada") as Your agent for the marketing and end-user download of the Licensed Applications by end-users located in the following country:

Canada

You appoint Apple Pty Limited ("APL") as Your agent for the marketing and end-user download of the Licensed Applications by end-users located in the following countries:

Australia
New Zealand

You appoint Apple Inc. as Your agent pursuant to California Civil Code §§ 2295 *et seq.* for the marketing and end-user download of the Licensed Applications by end-users located in the following countries, as updated from time to time via the iTunes Connect site:

Argentina	Cayman Islands	Guatemala	St. Kitts & Nevis
Anguilla	Chile	Honduras	St. Lucia
Antigua & Barbuda	Colombia	Jamaica	St. Vincent & The Grenadines
Bahamas	Costa Rica	Mexico	Suriname
Barbados	Dominica	Montserrat	Trinidad & Tobago
Belize	Dominican Republic	Nicaragua	Turks & Caicos
Bermuda	Ecuador	Panama	Uruguay
Bolivia	El Salvador	Paraguay	Venezuela
Brazil	Grenada	Peru	United States
British Virgin Islands	Guyana		

You appoint iTunes KK as Your agent pursuant to Article 643 of the Japanese Civil Code for the marketing and end-user download of the Licensed Applications by end-users located in the following country:

Japan

2. Apple as Commissionaire

You appoint Apple Distribution International as Your commissionaire for the marketing and end-user download of the Licensed Applications by end-users located in the following countries, as updated from time to time via the iTunes Connect site. For the purposes of this Agreement, "commissionaire" means an agent who purports to act on his own behalf and concludes agreements in his own name but acts on behalf of other persons, as generally recognized in many Civil Law legal systems.

Albania	France	Madagascar	Senegal
Algeria	Gambia	Malawi	Seychelles
Angola	Germany	Malaysia	Sierra Leone
Armenia	Ghana	Mali	Singapore
Austria	Greece	Malta, Republic of	Slovakia

Azerbaijan	Guinea-Bissau	Mauritania	Slovenia
Bahrain	Hong Kong	Mauritius	Solomon Islands
Belarus	Hungary	Micronesia (Federated States of)	South Africa
Belgium	Iceland	Moldova	Spain
Benin	India	Mongolia	Sri Lanka
Bhutan	Indonesia	Namibia	Swaziland
Botswana	Ireland	Nepal	Sweden
Brunei	Israel	Netherlands	Switzerland
Bulgaria	Italy	Niger	Taiwan
Burkina-Faso	Jordan	Nigeria	Tajikistan
Cambodia	Kazakhstan	Norway	Tanzania
Cape Verde	Kenya	Oman	Thailand
Chad	Korea	Pakistan	Tunisia
China	Kuwait	Palau	Turkey
Congo (Republic of)	Kyrgyzstan	Papua New Guinea	Turkmenistan
Croatia	Laos	Philippines	UAE
Cyprus	Latvia	Poland	Uganda
Czech Republic	Lebanon	Portugal	Ukraine
Denmark	Liberia	Sao Tome e Principe	United Kingdom
Egypt	Lithuania	Qatar	Uzbekistan
Estonia	Luxembourg	Romania	Vietnam
Fiji	Macau	Russia	Yemen
Finland	Macedonia	Saudi Arabia	Zimbabwe

EXHIBIT B
(to Schedule 1)
Instructions for Minimum Terms of Developer's
End-User License Agreement

- 1. Acknowledgement:** You and the end-user must acknowledge that the EULA is concluded between You and the end-user only, and not with Apple, and You, not Apple, are solely responsible for the Licensed Application and the content thereof. The EULA may not provide for usage rules for Licensed Applications that are in conflict with, the App Store Terms of Service as of the Effective Date (which You acknowledge You have had the opportunity to review).
- 2. Scope of License:** The license granted to the end-user for the Licensed Application must be limited to a non-transferable license to use the Licensed Application on any Apple-branded Products that the end-user owns or controls and as permitted by the Usage Rules set forth in the App Store Terms of Service, except that such Licensed Application may be accessed, acquired, and used by other accounts associated with the purchaser via Family Sharing or volume purchasing.
- 3. Maintenance and Support:** You must be solely responsible for providing any maintenance and support services with respect to the Licensed Application, as specified in the EULA, or as required under applicable law. You and the end-user must acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Licensed Application.
- 4. Warranty:** You must be solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. The EULA must provide that, in the event of any failure of the Licensed Application to conform to any applicable warranty, the end-user may notify Apple, and Apple will refund the purchase price for the Licensed Application to that end-user; and that, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Licensed Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Your sole responsibility.
- 5. Product Claims:** You and the end-user must acknowledge that You, not Apple, are responsible for addressing any claims of the end-user or any third party relating to the Licensed Application or the end-user's possession and/or use of that Licensed Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Licensed Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. The EULA may not limit Your liability to the end-user beyond what is permitted by applicable law.
- 6. Intellectual Property Rights:** You and the end-user must acknowledge that, in the event of any third party claim that the Licensed Application or the end-user's possession and use of that Licensed Application infringes that third party's intellectual property rights, You, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
- 7. Legal Compliance:** The end-user must represent and warrant that (i) he/she is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) he/she is not listed on any U.S. Government list of prohibited or restricted parties.
- 8. Developer Name and Address:** You must state in the EULA Your name and address, and the contact information (telephone number; E-mail address) to which any end-user questions,

complaints or claims with respect to the Licensed Application should be directed.

9. Third Party Terms of Agreement: You must state in the EULA that the end-user must comply with applicable third party terms of agreement when using Your Application, e.g., if You have a VoIP application, then the end-user must not be in violation of their wireless data service agreement when using Your Application.

10. Third Party Beneficiary: You and the end-user must acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of the EULA, and that, upon the end-user's acceptance of the terms and conditions of the EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce the EULA against the end-user as a third party beneficiary thereof.

EXHIBIT C
(to Schedule 1)
App Store Promo Code Terms

Notwithstanding any other provisions of the Agreement or this Schedule 1, You hereby agree that the following terms shall apply to all promotional Custom Codes requested by You via the iTunes Connect tool. For the purposes of this Exhibit C, “You” shall include additional members of Your iTunes Connect team (e.g. individuals in the marketing and technical roles).

Except as otherwise expressed in writing herein, nothing in this Exhibit C shall be construed to modify the Agreement or this Schedule 1 in any way, and all capitalized terms not defined below shall have the meanings set forth in the Program Agreement.

1. DEFINITIONS:

“Holder” means an individual located in a Territory to whom You provide one or more Custom Codes;

“Custom Code” means a unique alphanumeric code generated and provided to You by Apple pursuant to this Exhibit C which allows a Holder who is an App Store customer to download or access for free from the App Store the Licensed Application for which You have requested such code via the iTunes Connect tool, whether offered for free or for a fee on the App Store (the “Promo Content”); and

“Effective Period” means the period between the Custom Code Activation Date and the Custom Code Expiration Date.

2. AUTHORIZATION AND OBLIGATIONS: You hereby authorize and instruct Apple to provide You with Custom Codes upon request, pursuant to the terms of this Exhibit C, and You take full responsibility for ensuring that any team member that requests such codes shall abide by the terms of this Exhibit C. You shall be responsible for securing all necessary licenses and permissions relating to use of the Custom Codes and the Licensed Application, including any uses by You of the name(s) or other indicia of the Licensed Application, or name(s) or likenesses of the person(s) performing or otherwise featured in the Licensed Application, in any advertising, marketing, or other promotional materials, in any and all media. Apple reserves the right to request and receive copies of such licenses and permissions from You, at any time, during the Effective Period.

3. NO PAYMENT: Except for Your obligations set forth in Section 10 of this Exhibit C, You are not obligated to pay Apple any commission for the Custom Codes.

4. DELIVERY: Upon request by You via the iTunes Connect tool, Apple shall provide the Custom Codes electronically to You via iTunes Connect, email, or other method as may be indicated by Apple.

5. CUSTOM CODE ACTIVATION DATE: Custom Codes will become active for use by Holders upon delivery to You.

6. CUSTOM CODE EXPIRATION DATE: All unused Custom Codes, whether or not applied to an Apple ID, expire at midnight 11:59 PT on the earlier of: (a) the date that is twenty-eight (28) days after the delivery of the Custom Codes; or (b) the termination of the Agreement.

7. PERMITTED USE: You may distribute the Custom Codes until that date which is ten (10) calendar days prior to the Custom Code Expiration Date solely for the purpose of offering instances of the app for media review or promotional purposes. You may not distribute the

Custom Codes to Holders in any Territory in which You are not permitted to sell or distribute Your Licensed Application.

8. ADDITIONAL MATERIALS: Apple shall not be responsible for developing and producing any materials in relation to the Custom Codes other than the Custom Codes themselves.

9. REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATION: You represent and warrant that: (i) You own or control all rights necessary to make the grant of rights, licenses, and permissions listed in Section 2, and that the exercise of such rights, licenses, and permissions shall not violate or infringe the rights of any third party, and (ii) any use of the Custom Codes shall be in accordance with the terms of this Exhibit C and shall not infringe any third party rights or violate any applicable laws, directives, rules, and regulations of any governmental authority in the Territory or anywhere else in the world. You agree to indemnify and hold Apple, its subsidiaries and affiliates (and their respective directors, officers, and employees) harmless from all losses, liabilities, damages, or expenses (including reasonable attorneys' fees and costs) resulting from any claims, demands, actions, or other proceedings arising from a breach of the representations and warranties set forth in this Section, or a breach of any other term of the Agreement and this Schedule 1.

10. PAYMENT WAIVER: You hereby waive any right to collect any royalties, proceeds, or remuneration for the distribution and download of the Licensed Application via the Custom Codes, regardless of whether any remuneration would otherwise be payable under the Agreement, including Schedule 1 thereto, if applicable. The parties acknowledge that, as between Apple and You, the parties' respective responsibilities for the payment of any royalties or other similar payments to third parties with respect to distribution and download of the Licensed Application via the Custom Codes shall be as set forth in the Agreement.

11. TERMS AND CONDITIONS: You further agree to the following terms:

(a) You shall not sell the Custom Codes or accept any form of payment, trade-in-kind, or other compensation in connection with the distribution of the Custom Codes and You shall prohibit third parties from doing so.

(b) Nothing in this Exhibit C shall cause the parties to become partners, joint venturers or co-owners, nor shall either party constitute an agent, employee, or representative of the other, or empower the other party to act for, bind, or otherwise create or assume any obligation on its behalf, in connection with any transaction under this Exhibit C; provided, however, that nothing in this Section 11(b) shall affect, impair, or modify either of the Parties' respective rights and obligations, including the agency or commissionaire relationship between them under Schedules 1, 2, and 3 of the Agreement.

(c) You shall prominently disclose any content age restrictions or warnings legally required in the Territories and ensure that Custom Codes are distributed only to persons of an age appropriate and consistent with the App Store rating for the associated Licensed Application.

(d) You shall conduct Yourself in an honest and ethical manner and shall not make any statement, orally or in writing, or do any act or engage in any activity that is obscene, unlawful, or encourages unlawful or dangerous conduct, or that may disparage, denigrate, or be detrimental to Apple or its business.

(e) Apple shall not be responsible for providing any technical or customer support to You or Holders above what Apple provides to standard or ordinary App Store users.

(f) You agree to the additional Custom Code Terms and Conditions attached hereto as Attachment 1.

(g) YOU SHALL INCLUDE THE COUNTRY SPECIFIC CODE USER TERMS AS WELL AS THE EXPIRATION DATE OF THE CUSTOM CODE ON ANY INSTRUMENT USED TO DISTRIBUTE THE CUSTOM CODE TO HOLDERS (E.G. CERTIFICATE, CARD, EMAIL, ETC). YOU SHALL RECEIVE AN EMAIL WITH THIS INFORMATION LOCALIZED FOR EACH TERRITORY UPON REQUESTING THE CUSTOM CODES IN THE ITUNES CONNECT TOOL.

Code expires on [date] and is redeemable only on the App Store for [territory]. Requires an iTunes account, subject to prior acceptance of license and usage terms. Compatible software and hardware, and internet access (fees may apply) required. Not for resale. Full terms apply; see [www.apple.com/legal/internet-services/us/terms.html]. For more information, see www.apple.com/support/ In-app purchases sold separately. This app is provided to You by [Developer's name].

(h) You shall be solely responsible for Your use of the Custom Codes, including any use by other members of Your iTunes Connect team, and for any loss or liability to You or Apple therefrom.

(i) In the event Your Licensed Application is removed from the App Store for any reason, You agree to cease distribution of the Custom Codes and that Apple may deactivate such Custom Codes.

(j) You agree that Apple shall have the right to deactivate the Custom Codes, even if already delivered to Holders, in the event You violate any of the terms of this Exhibit C, the Agreement, or Schedules 1, 2, or 3 thereto.

(k) You may distribute the Custom Codes within the Territories, but agree that You shall not export any Custom Code for use outside the Territories nor represent that You have the right or ability to do so. Risk of loss and transfer of title for the Custom Codes pass to You upon delivery to You within iTunes Connect, via email, or other method provided by Apple.

12. APPLE TRADEMARKS: Your use of Apple trademarks in connection with the Custom Codes is limited only to "iTunes" and "App Store" (the "Marks") subject to the following and any additional guidelines Apple may issue from time to time:

(a) You may use the Marks only during the Effective Period

(b) You shall submit any advertising, marketing, promotional or other materials, in any and all media now known or hereinafter invented, incorporating the Marks to Apple prior to use for written approval. Any such materials not expressly approved in writing by Apple shall be deemed disapproved by Apple.

(c) You may only use the Marks in a referential manner and may not use the Marks as the most prominent visual element in any materials. Your company name, trademark(s), or service mark(s) should be significantly larger than any reference to the Marks.

(d) You may not directly or indirectly suggest Apple's sponsorship, affiliation, or endorsement of You, Your Licensed Applications, or any promotional activities for which You are requesting the Custom Codes.

(e) You acknowledge that the Marks are the exclusive property of Apple and agree not to claim any right, title, or interest in or to the Marks or at any time challenge or attack Apple's rights in the Marks. Any goodwill resulting from Your use of the Marks shall inure solely to the benefit of Apple and shall not create any right, title, or interest for You in the Marks.

13. GOVERNING LAW: Any litigation or other dispute resolution between You and Apple arising out of or relating to this Exhibit C or facts relating thereto shall be governed by Section 14.10 of the Agreement.

Attachment 1
(to Exhibit C of Schedule 1)
Custom Code Terms and Conditions

1. All Custom Codes delivered pursuant to this Exhibit C, whether or not applied to an App Store account, expire as indicated in this Exhibit C.
2. Custom Codes, and unused balances, are not redeemable for cash and cannot be returned for a cash refund, exchanged, or used to purchase any other merchandise, or provide allowances or iTunes Gifts by either You or Holder. This includes Custom Codes that have expired unused.
3. Custom Codes may only be redeemed through the App Store in the Territory, open only to persons in the Territory with a valid Apple ID. Not all App Store products may be available in all Territories. Internet access (fees may apply), the latest version of iTunes software, and other compatible software and hardware are required.
4. Access to, redemption of Custom Codes on, or purchases from, and use of products purchased on, the App Store, are subject to acceptance of its Terms of Service presented at the time of redemption or purchase, and found at <http://www.apple.com/legal/itunes/ww/>.
5. Latest version of iTunes software required to access the App Store, and can be downloaded at no charge at www.apple.com/itunes/download/. Use of iTunes software is subject to acceptance of its software license agreement presented at the time of installation. The minimum system requirements for running the software are available at www.apple.com/itunes/download/.
6. Custom Codes will be placed in the Holder's applicable iTunes account and are not transferable.
7. If a Holder's order exceeds the amount available on the Custom Codes, Holder must establish an iTunes Store Purchaser account and pay for the balance with a credit card.
8. Except as stated otherwise, data collection and use are subject to Apple's Privacy Policy, which can be found at <http://www.apple.com/legal/privacy>.
9. Apple is not responsible for lost or stolen Custom Codes. If Holders have any questions, they may visit Apple's iTunes Store Purchaser Service at www.apple.com/support/itunes/.
10. Apple reserves the right to close Holder accounts and request alternative forms of payment if Custom Codes are fraudulently obtained or used on the App Store.
11. APPLE AND ITS LICENSEES, AFFILIATES, AND LICENSORS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO CUSTOM CODES OR THE APP STORE, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT A CUSTOM CODE IS NON-FUNCTIONAL, HOLDER'S OR COMPANY'S SOLE REMEDY, AND APPLE'S SOLE LIABILITY, SHALL BE THE REPLACEMENT OF SUCH CUSTOM CODE. THESE LIMITATIONS MAY NOT APPLY. CERTAIN LOCAL AND TERRITORY LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY, AND YOU OR HOLDER MAY ALSO HAVE ADDITIONAL RIGHTS.
12. Apple reserves the right to change any of the terms and conditions set forth in this

Attachment 1 from time to time without notice.

13. Any part of these terms and conditions may be void where prohibited or restricted by law.

EA1516
9/19/17



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
City Council

Date: 03/12/2018

Subject: Resolution - authorizing an expenditure to Mental Health Association of South Mississippi for the purpose of supporting community service programs and for related purposes.

Recommendation:



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. Kay Deneault
Executive Director
Mental Health Association of South MS
4803 Harrison Circle
Gulfport, MS 39507

Re: Certified Audit

Dear Ms. Deneault:

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.

Mental Health Association of South Mississippi receives funds from the City of Gulfport and has been approved for \$20,000 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". The signature is fluid and cursive.

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.



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

**Mental Health Association of South Mississippi
Gulfport, Mississippi**

**Financial Statements
December 31, 2016**

Mental Health Association of South Mississippi
Financial Statements

December 31, 2016

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**FLETCHER
& COMPANY, PLLC**
CERTIFIED PUBLIC ACCOUNTANTS

10598 D'Iberville Blvd., Suite G
D'Iberville, MS 39540

Dean A. Fletcher, CPA

Phone: 228-594-6559
Fax: 228-594-6554

Independent Auditor's Report

Board of Directors
Mental Health Association of South Mississippi
Gulfport, Mississippi

We have audited the accompanying financial statements of Mental Health Association of South Mississippi (a nonprofit organization), which comprise the statement of financial position as of December 31, 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 and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. 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 Mental Health Association of South Mississippi as of December 31, 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.

Members:

American Institute of CPAs • AICPA Division of CPA Firms-Private Companies Practice Section • Mississippi Society of CPAs



The CPA. Never Underestimate The Value.®

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated September 27, 2017, on our consideration of Mental Health Association of South Mississippi's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Mental Health Association of South Mississippi's internal control over financial reporting and compliance.

Other Matters**Report on Summarized Comparative Information**

We have previously audited Mental Health Association of South Mississippi's 2015 financial statements, and our report dated July 27, 2016, expressed an unmodified opinion on those audited financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2015, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Atkins and Company, P.L.L.C.
Certified Public Accountants

D'Iberville, Mississippi
September 27, 2017

Mental Health Association of South Mississippi
Statement of Financial Position
December 31, 2016
(With comparative totals as of December 31, 2015)

	December 31,	
Assets	<u>2016</u>	<u>2015</u>
Current assets		
Cash and cash equivalents	\$ 351,517	\$ 308,420
Grants receivable	<u>23,648</u>	<u>43,966</u>
Total current assets	<u>375,165</u>	<u>352,386</u>
Property and equipment		
Land	5,000	5,000
Building	272,390	268,131
Furniture and equipment	30,584	31,956
Vehicle	<u>26,466</u>	<u>26,466</u>
Totals	334,440	331,553
Accumulated depreciation	(<u>116,565</u>)	(<u>103,752</u>)
Total property and equipment	<u>217,875</u>	<u>227,801</u>
Other assets		
Long-term certificates of deposit	<u>165,328</u>	<u>162,734</u>
Total assets	<u>\$ 758,368</u>	<u>\$ 742,921</u>
 Liabilities and Net Assets		
Current liabilities		
Accounts payable	\$ 628	\$ 19
Accrued payroll liabilities	6,058	4,806
Other liabilities	<u>679</u>	<u>724</u>
Total current liabilities	<u>7,365</u>	<u>5,549</u>
Net assets		
Unrestricted	423,831	413,604
Temporarily restricted	<u>327,172</u>	<u>323,768</u>
Total net assets	<u>751,003</u>	<u>737,372</u>
Total liabilities and net assets	<u>\$ 758,368</u>	<u>\$ 742,921</u>

The accompanying notes are an integral part of these financial statements.

Mental Health Association of South Mississippi
Statement of Activities
Year Ended December 31, 2016
(With comparative totals for the year ended December 31, 2015)

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Totals</u>	Memorandum <u>Totals 2015</u>
Support and revenues				
Grants and contracts	\$ -0-	\$ 509,258	\$ 509,258	\$ 501,309
Contributions	55,200	-0-	55,200	42,579
Program income	465	-0-	465	-0-
Special events, net	36,541	-0-	36,541	49,764
Interest income	<u>3,438</u>	<u>-0-</u>	<u>3,438</u>	<u>4,088</u>
Totals	95,644	509,258	604,902	597,740
Assets released from restrictions	<u>505,854</u>	<u>(505,854)</u>	<u>-0-</u>	<u>-0-</u>
Total support and revenues	<u>601,498</u>	<u>3,404</u>	<u>604,902</u>	<u>597,740</u>
Expenses				
Program services				
Drop-in center	86,882	-0-	86,882	67,380
Homeless outreach-PATH	126,211	-0-	126,211	122,231
Community outreach and support	96,565	-0-	96,565	94,726
Permanent housing	<u>217,787</u>	<u>-0-</u>	<u>217,787</u>	<u>215,626</u>
Total program services	<u>527,445</u>	<u>-0-</u>	<u>527,445</u>	<u>499,963</u>
Supporting services				
General and administrative	63,826	-0-	63,826	40,224
Fundraising	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Total supporting services	<u>63,826</u>	<u>-0-</u>	<u>63,826</u>	<u>40,224</u>
Total expenses	<u>591,271</u>	<u>-0-</u>	<u>591,271</u>	<u>540,187</u>
Change in net assets	10,227	3,404	13,631	57,553
Net assets to begin year	<u>413,604</u>	<u>323,768</u>	<u>737,372</u>	<u>679,819</u>
Net assets to end year	<u>\$ 423,831</u>	<u>\$ 327,172</u>	<u>\$ 751,003</u>	<u>\$ 737,372</u>

The accompanying notes are an integral part of these financial statements.

Mental Health Association of South Mississippi

Statement of Functional Expenses

Year Ended December 31, 2016

(With comparative totals for the year ended December 31, 2015)

	Drop-In Center	Homeless Outreach PATH	Community Outreach and Support	Permanent Housing	Total Program Services	General and Admin	Fundraising	Total Expenses	Memorandum Totals 2015
Personnel expenses	\$ 48,875	\$ 77,374	\$ 56,639	\$ 71,268	\$ 254,156	\$ 40,963	\$ -0-	\$ 295,119	\$ 217,575
Bank fees	4	-0-	14	-0-	18	38	-0-	56	63
Client assistance	-0-	12,825	8,761	119,450	141,036	605	-0-	141,641	141,724
Conferences	-0-	-0-	274	-0-	274	771	-0-	1,045	713
Depreciation	2,729	3,965	3,033	6,841	16,568	2,005	-0-	18,573	14,974
Dues and subscriptions	-0-	4,675	100	1,569	6,344	406	-0-	6,750	3,714
Insurance	1,082	6,498	792	6,203	14,575	5	-0-	14,580	14,572
Office supplies	587	1,077	1,255	572	3,491	-0-	-0-	3,491	3,272
Postage and shipping	36	277	339	116	768	10	-0-	778	854
Printing and publications	168	539	733	375	1,815	-0-	-0-	1,815	3,004
Professional fees	6,082	1,843	3,142	3,984	15,051	6,490	-0-	21,541	35,530
Program expense	15,318	3,571	6,042	-0-	24,931	2,499	-0-	27,430	37,690
Repairs and maintenance	600	777	75	1,246	2,698	1,311	-0-	4,009	9,560
Staff development	435	2,776	45	-0-	3,256	6,188	-0-	9,444	12,402
Taxes and licenses	-0-	161	-0-	-0-	161	291	-0-	452	1,013
Travel and lodging	17	3,417	10,120	963	14,517	630	-0-	15,147	11,010
Telephone and internet	483	2,939	1,957	2,694	8,073	332	-0-	8,405	14,469
Utilities	439	1,005	821	1,438	3,703	-0-	-0-	3,703	5,608
Vehicle expense	10,027	2,492	2,423	1,068	16,010	1,282	-0-	17,292	12,440
Total expenses	\$ 86,882	\$ 126,211	\$ 96,565	\$ 217,787	\$ 527,445	\$ 63,826	\$ -0-	\$ 591,271	\$ 540,187

The accompanying notes are an integral part of the financial statements.

Mental Health Association of South Mississippi
Statement of Cash Flows
Year Ended December 31, 2016
(With comparative totals for the year ended December 31, 2015)

	<u>2016</u>	<u>2015</u>
Cash flows from operating activities		
Change in net assets	\$ 13,631	\$ 57,553
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	18,573	14,974
Decrease (increase) in operating assets:		
Grants receivable	20,318	(12,229)
Increase (decrease) in operating liabilities:		
Accounts payable	609	(8,351)
Accrued payroll liabilities	1,252	1,146
Other liabilities	(45)	(465)
Net cash provided by operating activities	<u>54,338</u>	<u>52,628</u>
Cash flows from investing activities		
Purchase of property and equipment	(8,647)	(20,313)
Net increase in cash	45,691	32,315
Cash, beginning of year	<u>471,154</u>	<u>438,839</u>
Cash, end of year	<u>\$ 516,845</u>	<u>\$ 471,154</u>

The accompanying notes are an integral part of these financial statements.

Mental Health Association of South Mississippi

Notes to the Financial Statements

Year Ended December 31, 2016

Note 1 – Nature of Activities and Significant Accounting Policies

Nature of Activities – Mental Health Association of South Mississippi (the Organization) is a community-based mental health program, providing support and education to individuals diagnosed with mental illness. The Organization is supported primarily through donor contributions and various grants.

Basis of Accounting – The accompanying financial statements have been prepared utilizing the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. Under the accrual basis of accounting, revenues are recorded when earned and expenses are recorded at the time liabilities are incurred.

Financial Statement Presentation – Financial statement presentation follows the recommendations of the Financial Accounting Standards Board in its Statement of Financial Accounting Standards (SFAS) No. 117, “Financial Statements of Not-for-Profit Organizations.” Under SFAS No. 117, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

Cash and Cash Equivalents – Cash and cash equivalents include petty cash, bank accounts, money market demand accounts and short-term certificates of deposit. For purposes of the statements of cash flows, cash includes cash and cash equivalents and long-term certificates of deposit.

Grants Receivable – Grants receivable consist of grant reimbursements due from Federal, State or other grantors for expenditures made but not reimbursed as of the end of the fiscal year.

Support and Revenue – The Organization receives its grant and contract support primarily from the Mississippi Department of Mental Health and other federal and local agencies. These grant revenues are received on a reimbursement of costs basis and are recognized in the period that grant expenditures are incurred.

Contributions – All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as temporarily restricted or permanently restricted support that increases those net asset classes. When a temporary restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Mental Health Association of South Mississippi

Notes to the Financial Statements

Year Ended December 31, 2016

Note 1 – Nature of Activities and Significant Accounting Policies (*Continued*)

Contributed Property and Services – Contributed property and services meeting the criteria for recognition in the financial statements are recorded at their fair market values as of the date the contribution is received. During the year ended December 31, 2015, the Organization recognized contributed services for website development totaling \$2,500 and website maintenance totaling \$7,900. During the year ended December 31, 2016, there was no contributed property or services meeting the criteria for recognition.

Property and Equipment – It is the Organization's policy to capitalize property and equipment with a life expectancy greater than twelve (12) months. Purchased property and equipment is capitalized at cost. Donations of property and equipment are recorded as contributions at their estimated fair value. Property and equipment are depreciated using the straight-line method over the estimated useful life of the asset.

Functional Allocation of Expenses – The costs of providing programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly certain costs have been allocated among the programs and supporting services benefited.

Estimates – The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Income Taxes – Mental Health Association of South Mississippi is exempt from income taxes under section 501(c)(3) of the Internal Revenue Code and therefore, has made no provision for income taxes in the financial statements. In addition, Mental Health Association of South Mississippi has been determined by the Internal Revenue Service not to be a "private foundation". The Organization believes that it has appropriate support for any tax positions taken, and as such, does not have any uncertain tax positions that are material to the financial statements. The Organization's Form 990's are subject to examination by the Internal Revenue Service generally for three years from the date filed.

Memorandum Totals – The December 31, 2015, memorandum totals are presented only to facilitate analysis and do not purport to reflect financial position, changes in net assets or cash flows in conformity with U.S. generally accepted accounting principles.

Reclassifications – Certain reclassifications have been made to the 2015 financial statement presentation to correspond to the current year's format. Net assets and changes in net assets are unchanged due to these reclassifications

Note 2 – Long-term Certificate of Deposit

At December 31, 2016, the Organization had two certificates of deposit with a local credit union with maturities exceeding one year. A sixty-month certificate of deposit maturing December 2, 2019, in the amount of \$104,200, bearing interest at 1.98%; and a twenty-four month certificate of deposit maturing December 2, 2018, in the amount of \$61,128, bearing interest at .90% for total long-term certificates of deposit totaling \$165,328.

Mental Health Association of South Mississippi

Notes to the Financial Statements

Year Ended December 31, 2016

Note 3 – Grants Receivable

Grants receivable at December 31, 2016 and 2015 are as follows:

	<u>2016</u>	<u>2015</u>
MDMH – Drop-In Program	\$ 9,336	\$ 4,953
MDMH – Path Program	7,866	9,024
MDMH – SES Program	1,972	1,238
MDMH – Peer Support Program	4,474	-0-
U.S. Department of HUD	-0-	20,331
SAMHSA Grant	-0-	5,920
National Institute for Mental Health	-0-	2,500
Total grants receivable	<u>\$ 23,648</u>	<u>\$ 43,966</u>

Note 4 – Property and Equipment

At December 31, 2016 and 2015, property and equipment at original cost totaled \$334,440 and \$331,553, respectively. Accumulated depreciation at December 31, 2016 and 2015 totaled \$116,565 and \$103,752, respectively. Depreciation expense totaled \$18,573 and \$14,974 for the years ended December 31, 2016 and 2015, respectively.

Note 5 – Summary of Grants and Contracts

A summary of grants and contracts with recognized support for the year ended December 31, 2016 is as follows:

<u>Grantor</u>	<u>Recognized Revenue</u>
Mississippi Department of Mental Health	
CM 6389 Drop-In Program	\$ 84,278
HM 6432 Homeless Outreach - Path	122,971
GF 6688 Wrap Program	8,031
GF 6798 Peer Support Program	4,474
6A14 SOAR Program	36,413
U.S. Department of HUD	212,040
Substance Abuse & Mental Health Services Administration	36,051
National Institute for Mental Health	<u>5,000</u>
Total grants and contracts	<u>\$ 509,258</u>

Mental Health Association of South Mississippi

Notes to the Financial Statements

Year Ended December 31, 2016

Note 6 – Restrictions on Net Assets

At December 31, 2016 and 2015, the Organization had the following temporarily restricted net assets:

	December 31,	
	<u>2016</u>	<u>2015</u>
Certificates of Deposit	\$ <u>327,172</u>	\$ <u>323,768</u>

Note 7 – Risk Management

The Organization is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors or omissions; job related illnesses or injuries to employees; natural disasters; workers' and unemployment compensation claims.

The Organization has obtained commercial insurance for risk of loss associated with assets, errors and omissions and natural disasters. The Organization has neither significantly reduced coverage for these risks nor incurred losses (settlements), which exceeded the Organization's insurance coverage in any of the past three years.

Note 8 – Concentrations and Credit Risk

Concentrations – Federal and state grants from two grantors accounted for 91.94% of total grant and contract revenue and 77.84% of total support and revenue.

Credit Risk - The Organization maintains its cash balances in a local bank and a local credit union. Bank deposits are federally insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000; and amounts on deposit with the credit union are federally insured by the National Credit Union Administration (NCUA) up to \$250,000. At December 31, 2016, the Organization's bank deposits exceeded federally insured limits by \$108,171.

Note 9 – Subsequent Events

Events that occur after the statement of financial position date, but before the financial statements are available to be issued must be evaluated for recognition or disclosure. The effects of subsequent events that provide evidence about conditions that existed at the statement of financial position date are recognized in the accompanying financial statements. Subsequent events which provide evidence about conditions that existed after the statement of financial position date require disclosure in the accompanying notes. Management of Mental Health Association of South Mississippi evaluated the activity of the Organization through September 27, 2017, the date the financial statements were available to be issued, and determined that no subsequent events have occurred requiring disclosure in the notes to financial statements.

**FLETCHER
& COMPANY, PLLC**
CERTIFIED PUBLIC ACCOUNTANTS

10598 D'Iberville Blvd., Suite G
D'Iberville, MS 39540

Dean A. Fletcher, CPA

Phone: 228-594-6559
Fax: 228-594-6554

**Independent Auditor's Report on Internal Control over Financial Reporting
and on Compliance and other Matters Based on an Audit
of Financial Statements Performed in Accordance
with Government Auditing Standards**

To the Board of Directors
Mental Health Association of South Mississippi
Gulfport, Mississippi

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Mental Health Association of South Mississippi (a nonprofit organization), which comprise the statement of financial position as of December 31, 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, and have issued our report thereon dated September 27, 2017.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Mental Health Association of South Mississippi's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Mental Health Association of South Mississippi's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Members:

American Institute of CPAs • AICPA Division of CPA Firms-Private Companies Practice Section • Mississippi Society of CPAs



The CPA. Never Underestimate The Value.®

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Mental Health Association of South Mississippi's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Altko and Company, P.C.C.
Certified Public Accountants

D'Iberville, Mississippi
September 27, 2017

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 _____, 2018, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE A DONATION OF FUNDS TO THE MENTAL HEALTH ASSOCIATION OF SOUTH MISSISSIPPI PURSUANT TO MISS. CODE ANN. §§ 21-19-65 and 21-17-1(8) (REV. 2015), AND FOR RELATED PURPOSES

WHEREAS, pursuant to Miss. Code Ann. § 21-19-65 (Rev. 2015), a municipality may “expend monies from the municipal general fund to match any other funds for the purpose of supporting social and community service programs including, but not limited to, juvenile residential treatment centers; juvenile and half-way houses; prenatal care facilities; child day care facilities; mentally ill and alcoholics half-way houses; child and adult emergency shelters; elderly home health aides programs” ; and

WHEREAS, pursuant to Miss. Code Ann. § 21-17-1(8) (Rev. 2015), a municipality may “expend municipal funds to match any state, federal or private funding or any program administered by ... any nonprofit organization that is exempt under 26 USCS Section 501(c)(3) from paying federal income tax; and

WHEREAS, the City of Gulfport desires to donate matching funds, in the amount of \$20,000.00 to the Mental Health Association of South Mississippi a social and community service program (as contemplated by Miss. Code Ann. § 21-19-65) and a tax exempt nonprofit organization (as contemplated by Miss. Code Ann. § 21-17-1(8) to match funding received by the Mental Health Association of South Mississippi from community donations; 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 matching funds, via special check which is hereby authorized, in the amount of \$20,000.00 to the Mental Health Association of South Mississippi.

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 _____, 2018.

(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 _____, 2018.

APPROVED:

MAYOR



Mental Health Association of South Mississippi

4803 Harrison Circle – Gulfport, MS 39507

Phone (228) 864-6274 – Fax (228) 864-1310

Website www.msmentalhealth.org - E-Mail Info@msmentalhealth.org

March 14, 2018

Ronda S. Cole
Clerk of Council /CMDC
City of Gulfport
2309 15th Street
Gulfport, MS 39501

Dear Ms. Cole:

Mental Health Association of South MS is so appreciative of the support we receive from the City of Gulfport. Matching funds for the \$20,000 would be from other community donations. This consists of anonymous and other donations from people who are passionate for the work we do helping people who have mental health challenges.

In response to the presence of stress and mental illness, Mental Health Association of South MS provides resources and support services for those seeking mental wellness and recovery within our community. MHASM has been working to empower people who suffer from mental illness since 1963. Currently assistance comes from a day center; peer support; homeless outreach, supportive housing and wellness education. Often people who are homeless, in poverty or unemployed have not gotten the mental health treatment they need.

Thank you for your generosity. If you have further questions, please do not hesitate to reach out to me. My cell number is 228-297-2503.

Sincerely,

A handwritten signature in cursive script that reads 'Kay Daneault'.

Kay Daneault
Executive Director

One in five Americans currently experience mental illness.

Mission Statement: To be champions of positive mental health and wellness.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
City Council

Date: 03/12/2018

Subject: Resolution - authorizing an expenditure to Disability Connection for the purpose of supporting community service programs and for related purposes.

Recommendation:



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. Janie O'Keefe
Executive Director
Disability Connection
700 Pass Road
Gulfport, MS 39501

Re: Certified Audit

Dear Ms. O'Keefe:

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.

Disability Connection receives funds from the City of Gulfport and has been approved for \$6,000 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.



[Signature]
CLERK OF THE COUNCIL

ADOPTED:

[Signature]
PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
18th day of December, 2013.

[Signature]
MAYOR

12:19 PM
11/01/17
Accrual Basis

O'Keefe Educational Media
Balance Sheet
As of December 31, 2016

	Dec 31, 16
ASSETS	
Current Assets	
Checking/Savings	
Other Income	185.26
10005 · BancorpSouth - Checking	62,914.93
10007 · WoodForest National Bank	950.00
10010 · BancorpSouth - Savings	1,709.15
10030 · Paypal	8.24
Total Checking/Savings	65,767.58
Total Current Assets	65,767.58
Fixed Assets	
14000 · Equipment	5,447.40
Total Fixed Assets	5,447.40
TOTAL ASSETS	71,214.98
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Credit Cards	
20005 · Credit Card - 3315	-597.50
Total Credit Cards	-597.50
Other Current Liabilities	
24000 · Payroll Liabilities	
24100 · Federal Withholding	818.99
24200 · Medicare	383.65
24300 · Social Security	1,640.37
24400 · State	708.00
24500 · MS Training Contribution	81.02
24600 · MS Unemployment	377.37
Total 24000 · Payroll Liabilities	4,009.40
Total Other Current Liabilities	4,009.40
Total Current Liabilities	3,411.90
Long Term Liabilities	
27200 · Other Liabilities	9.95
Total Long Term Liabilities	9.95
Total Liabilities	3,421.85
Equity	
32000 · Unrestricted Net Assets	71,630.04
Net Income	-3,836.91
Total Equity	67,793.13
TOTAL LIABILITIES & EQUITY	71,214.98

12:18 PM
11/01/17
Accrual Basis

O'Keefe Educational Media
Profit & Loss
January through December 2016

	Jan - Dec 16
Ordinary Income/Expense	
Income	
43300 • Direct Public Grants-Monetary	
43320 • CFC Federated campaigns	872.16
43330 • Foundation and Trust Grants	36,616.80
Total 43300 • Direct Public Grants-Monetary	37,488.96
43400 • Direct Public Support-Cash/Mone	
43410 • Corporate/Business Cash Contrib	22,439.43
43420 • Individual Contributions-Moneta	1,930.40
43425 • Special Events Income	3,354.00
Total 43400 • Direct Public Support-Cash/Mone	27,723.83
43415 • Non Profit-Cash/Monetary	1,488.70
43430 • Public Donated Prof Services	33,916.54
43431 • Public-Indivd/Corp/Bus-NonCash	11,895.66
43432 • Public Donation Foods	1,007.22
44500 • Government Grants Monetary	
44540 • State Grants-Monetary	43,812.97
Total 44500 • Government Grants Monetary	43,812.97
44530 • Gov Donated-Federal Food	5,666.60
44565 • Gov Donated- Prof Fees & Staff	34,851.44
44570 • Gov Donated-Facility	44,500.00
45000 • Investments	
45030 • Interest-Savings, Short-term CD	49.41
Total 45000 • Investments	49.41
Total Income	242,401.33
Gross Profit	242,401.33
Expense	
60200 • Client Services	
60220 • Specific Assist to Individuals	3,009.27
60230 • Food Distributions.	5,666.60
Total 60200 • Client Services	8,675.87
60300 • Projects	
60350 • Volunteers & Incentives & Gifts	180.41
Total 60300 • Projects	180.41
60305 • Advertising & Promotion	300.00
62100 • Contract Services	
62105 • Program Assistants	34,851.44
62110 • Accounting Fees	450.00
62150 • Outside Contract Services	7,900.60
62156 • Videographer/Photographer	1,300.90
62170 • Technical Services or Support	185.30
Total 62100 • Contract Services	44,688.24
62200 • Donated Services-Non Gov	
62210 • Donated Prof fees/Time-Non Gov	33,226.54
62225 • Donated Food - Non Gov	786.71
62230 • Donated Supplies-Non Gov	4,238.88
Total 62200 • Donated Services-Non Gov	38,252.13

12:18 PM
11/01/17
Accrual Basis

O'Keefe Educational Media
Profit & Loss
January through December 2016

	Jan - Dec 16
65000 · Programs Cost	
65041 · Grooming / Clothes	2,122.16
65010 · Bank & Credit Card Fees	33.44
65012 · Paypal fees	5.00
65015 · Business Registration Fees	53.14
65020 · Dues & Subscriptions	940.40
65035 · Licenses	98.00
65038 · Telephone, Internet, Website	3,260.86
65045 · Insurance Liability/Event	1,300.88
65060 · Postage	1,195.84
65070 · Printing, Copying, Plaques, Ect	5,658.56
65080 · Rent	44,500.00
65085 · Food	1,323.32
65098 · Special Programs-Food	1,355.76
65096 · Special Programs-Facilities	400.00
65097 · Special Programs-Travel/Transp	1,551.00
65090 · Supplies (Charged to Grants)	5,404.03
65092 · Supplies/Cost Related to Employ	9,151.84
65095 · Other Expenses	197.00
Total 65000 · Programs Cost	78,551.23
66000 · Payroll Expenses	
66100 · Salaries & Wages	67,333.38
66200 · Payroll Taxes	5,851.07
66300 · Employee Benefits	578.89
66000 · Payroll Expenses - Other	0.00
Total 66000 · Payroll Expenses	73,763.34
66900 · Reconciliation Discrepancies	-226.05
68300 · Travel and Meetings	
68310 · Convention/ Network Meetings	264.38
68320 · Food	248.48
68340 · Transportation/Mileage	1,540.21
Total 68300 · Travel and Meetings	2,053.07
Total Expense	246,238.24
Net Ordinary Income	-3,836.91
Net Income	-3,836.91

Return of Organization Exempt From Income Tax

OMB No. 1545-0047

2016**Open to Public Inspection**Department of the Treasury
Internal Revenue Service

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Information about Form 990 and its instructions is at www.irs.gov/form990.

A For the 2016 calendar year, or tax year beginning January 1, 2016, and ending December 31, 2016																												
B Check if applicable: ☐ Address change ☐ Name change ☒ Initial return ☐ Final return/terminated ☐ Amended return ☐ Application pending	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2">C Name of organization O'Keefe Educational Media</td> <td>D Employer identification number 36-4488806</td> </tr> <tr> <td colspan="2">Doing business as Disability Connection</td> <td rowspan="3">E Telephone number 228-604-4020</td> </tr> <tr> <td>Number and street (or P.O. box if mail is not delivered to street address)</td> <td>Room/suite</td> </tr> <tr> <td colspan="2">700 Pass Road</td> </tr> <tr> <td colspan="2">City or town, state or province, country, and ZIP or foreign postal code Gulfport, MS 39501</td> <td rowspan="2">G Gross receipts \$ 242,401</td> </tr> <tr> <td colspan="2">F Name and address of principal officer: Jane B O'Keefe (Janie) 22009 Clark Lane, Gulfport, MS 39503</td> </tr> <tr> <td colspan="2">I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) () ◀ (insert no.) ☐ 4947(a)(1) or ☐ 527</td> <td>H(a) Is this a group return for subordinates? ☐ Yes ☒ No</td> </tr> <tr> <td colspan="2">J Website: ▶ www.DisabilityConnection.org</td> <td>H(b) Are all subordinates included? ☒ Yes ☐ No If "No," attach a list. (see instructions)</td> </tr> <tr> <td colspan="2">K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other ▶</td> <td>H(c) Group exemption number ▶</td> </tr> <tr> <td colspan="2">L Year of formation: 2002</td> <td>M State of legal domicile: MS</td> </tr> </table>	C Name of organization O'Keefe Educational Media		D Employer identification number 36-4488806	Doing business as Disability Connection		E Telephone number 228-604-4020	Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	700 Pass Road		City or town, state or province, country, and ZIP or foreign postal code Gulfport, MS 39501		G Gross receipts \$ 242,401	F Name and address of principal officer: Jane B O'Keefe (Janie) 22009 Clark Lane, Gulfport, MS 39503		I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) () ◀ (insert no.) ☐ 4947(a)(1) or ☐ 527		H(a) Is this a group return for subordinates? ☐ Yes ☒ No	J Website: ▶ www.DisabilityConnection.org		H(b) Are all subordinates included? ☒ Yes ☐ No If "No," attach a list. (see instructions)	K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other ▶		H(c) Group exemption number ▶	L Year of formation: 2002		M State of legal domicile: MS
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L Year of formation: 2002		M State of legal domicile: MS																										

Part I Summary

Activities & Governance	1	Briefly describe the organization's mission or most significant activities: <u>Creating a Connected Community to provide social support, ensure healthy futures, eliminate barriers, and foster cooperation and understanding for people with disabilities with priority to seniors, veterans and children</u>
	2	Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.
	3	Number of voting members of the governing body (Part VI, line 1a) 3 12
	4	Number of independent voting members of the governing body (Part VI, line 1b) 4 0
	5	Total number of individuals employed in calendar year 2016 (Part V, line 2a) 5 2
	6	Total number of volunteers (estimate if necessary) 6 250
	7a	Total unrelated business revenue from Part VIII, column (C), line 12 7a 0
b	Net unrelated business taxable income from Form 990-T, line 34 7b 0	
Revenue	8	Contributions and grants (Part VIII, line 1h) 314670 242401
	9	Program service revenue (Part VIII, line 2g) 0 0
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d) 0 0
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e) 11895 0
	12	Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12) 326565 242401
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1–3) 19409 14283
	14	Benefits paid to or for members (Part IX, column (A), line 4) 0 0
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10) 47851 72763
	16a	Professional fundraising fees (Part IX, column (A), line 11e) 0 0
	b	Total fundraising expenses (Part IX, column (D), line 25) ▶ 0
	17	Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e) 256661 158192
	18	Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25) 323921 246238
19	Revenue less expenses. Subtract line 18 from line 12 2644 (3837)	
Net Assets or Fund Balances	20	Total assets (Part X, line 16) 78764 71214
	21	Total liabilities (Part X, line 26) 0 3421
	22	Net assets or fund balances. Subtract line 21 from line 20 78764 67793

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer Jane B. O'Keefe, Executive Director	Date 05/03/2017			
	Type or print name and title				
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
	Firm's name ▶	Firm's EIN ▶			
	Firm's address ▶	Phone no.			

May the IRS discuss this return with the preparer shown above? (see instructions) ☐ Yes ☐ No

For Paperwork Reduction Act Notice, see the separate instructions.

Cat. No. 11282Y

Form **990** (2016)

Part III Statement of Program Service AccomplishmentsCheck if Schedule O contains a response or note to any line in this Part III ☐**1** Briefly describe the organization's mission:

Creating a Connected Community to provide social support, ensure healthy futures, eliminate barriers, and foster cooperation and understanding for people with disabilities with priority to seniors, veterans and children through developing resources and educational materias, providing large inclusive events, eliminating barriers to employment and housing and developing inclusive recreation opportunities including travel, art and playgrounds.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? ☐ Yes ☒ No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? ☐ Yes ☒ No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.**4a** (Code:) (Expenses \$ 48542 including grants of \$) (Revenue \$ 47617)

Community Assist:

Developing and distributing educational resources such as a Mississippi Gulf Coast Community Resource Guide. Providing specific assist to individuals in need, including clothing, food distribution, home repair and medical equipment. Assisting unemployed individuals in eliminating barriers to employment through tools, training and assistance in securing a job.

4b (Code:) (Expenses \$ 40075 including grants of \$) (Revenue \$ 24785)

Community Education:

Providing inclusive community events such as the Arbor Day/Run/Walk/Roll, the Art Ability Fair, the Disability Connection Community Playground Party and a Community Resource Fair. Includes the Gulf Coast Heritage Tours to develop accessible travel opportunities and identify accessibility for Coast wide historical and recreational sites.

4c (Code:) (Expenses \$ 143974 including grants of \$) (Revenue \$ 169999)

Community Services:

Match account for general services and donated items used for all programs

4d Other program services (Describe in Schedule O.)

(Expenses \$ including grants of \$) (Revenue \$)

4e Total program service expenses **232591**

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A</i>	☒	☐
2 Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> (see instructions)?	☐	☒
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I</i>	☐	☒
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II</i>	☐	☒
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? <i>If "Yes," complete Schedule C, Part III</i>	☐	☒
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I</i>	☐	☒
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II</i>	☐	☒
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i>	☐	☒
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV</i>	☐	☒
10 Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi-endowments? <i>If "Yes," complete Schedule D, Part V</i>	☐	☒
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI</i>	☐	☒
b Did the organization report an amount for investments—other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII</i>	☐	☒
c Did the organization report an amount for investments—program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII</i>	☐	☒
d Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX</i>	☐	☒
e Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i>	☐	☒
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X</i>	☐	☒
12a Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i>	☐	☒
b Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i>	☐	☒
13 Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i>	☐	☒
14a Did the organization maintain an office, employees, or agents outside of the United States?	☐	☒
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If "Yes," complete Schedule F, Parts I and IV</i>	☐	☒
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If "Yes," complete Schedule F, Parts II and IV</i>	☐	☒
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If "Yes," complete Schedule F, Parts III and IV</i>	☐	☒
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I (see instructions)</i>	☐	☒
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II</i>	☐	☒
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i>	☐	☒

Part IV Checklist of Required Schedules (continued)

	Yes	No
20a Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i>		☒
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		☒
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II</i>		☒
22 Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? <i>If "Yes," complete Schedule I, Parts I and III</i>	☒	
23 Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If "Yes," complete Schedule J</i>		☒
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a</i>		☒
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		☒
c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		☒
d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		☒
25a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If "Yes," complete Schedule L, Part I</i>		☒
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If "Yes," complete Schedule L, Part I</i>		☒
26 Did the organization report any amount on Part X, line 5, 6, or 22 for receivables from or payables to any current or former officers, directors, trustees, key employees, highest compensated employees, or disqualified persons? <i>If "Yes," complete Schedule L, Part II</i>		☒
27 Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity or family member of any of these persons? <i>If "Yes," complete Schedule L, Part III</i>		☒
28 Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions):		
a A current or former officer, director, trustee, or key employee? <i>If "Yes," complete Schedule L, Part IV</i>		☒
b A family member of a current or former officer, director, trustee, or key employee? <i>If "Yes," complete Schedule L, Part IV</i>		☒
c An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? <i>If "Yes," complete Schedule L, Part IV</i>		☒
29 Did the organization receive more than \$25,000 in non-cash contributions? <i>If "Yes," complete Schedule M</i>	☒	
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M</i>		☒
31 Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I</i>		☒
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II</i>		☒
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If "Yes," complete Schedule R, Part I</i>		☒
34 Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1</i>		☒
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?		☒
b If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If "Yes," complete Schedule R, Part V, line 2</i>		☒
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2</i>		☒
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If "Yes," complete Schedule R, Part VI</i>		☒
38 Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? Note. All Form 990 filers are required to complete Schedule O.	☒	

Part V Statements Regarding Other IRS Filings and Tax ComplianceCheck if Schedule O contains a response or note to any line in this Part V ☐

		Yes	No
1a	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable	1a	0
b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable	1b	0
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	1c	X
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	2
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	2b	X
Note. If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)			
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?	3a	X
b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation in Schedule O	3b	
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a	X
b	If "Yes," enter the name of the foreign country: ▶ See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a	X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b	X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	5c	
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a	X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b	
7	Organizations that may receive deductible contributions under section 170(c).		
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?	7a	X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b	
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c	X
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d	
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e	X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f	X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g	X
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h	X
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8	X
9	Sponsoring organizations maintaining donor advised funds.		
a	Did the sponsoring organization make any taxable distributions under section 4966?	9a	X
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9b	X
10	Section 501(c)(7) organizations. Enter:		
a	Initiation fees and capital contributions included on Part VIII, line 12	10a	
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b	
11	Section 501(c)(12) organizations. Enter:		
a	Gross income from members or shareholders	11a	
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b	
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12a	X
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b	
13	Section 501(c)(29) qualified nonprofit health insurance issuers.		
a	Is the organization licensed to issue qualified health plans in more than one state?	13a	X
Note. See the instructions for additional information the organization must report on Schedule O.			
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b	
c	Enter the amount of reserves on hand	13c	
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a	X
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O	14b	

Part VI Governance, Management, and Disclosure For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI ☐

Section A. Governing Body and Management

		Yes	No
1a Enter the number of voting members of the governing body at the end of the tax year . . .	1a 7		
If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain in Schedule O.			
b Enter the number of voting members included in line 1a, above, who are independent . . .	1b 0		
2 Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	2		X
3 Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, or trustees, or key employees to a management company or other person?	3		X
4 Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	4		X
5 Did the organization become aware during the year of a significant diversion of the organization's assets?	5		X
6 Did the organization have members or stockholders?	6		X
7a Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	7a		X
b Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?	7b		X
8 Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:			
a The governing body?	8a	X	
b Each committee with authority to act on behalf of the governing body?	8b	X	
9 Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses in Schedule O	9	X	

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

	Yes	No
10a Did the organization have local chapters, branches, or affiliates?	10a	X
b If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	10b	
11a Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11a	X
b Describe in Schedule O the process, if any, used by the organization to review this Form 990.		
12a Did the organization have a written conflict of interest policy? If "No," go to line 13	12a	X
b Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b	X
c Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done	12c	X
13 Did the organization have a written whistleblower policy?	13	X
14 Did the organization have a written document retention and destruction policy?	14	X
15 Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
a The organization's CEO, Executive Director, or top management official	15a	X
b Other officers or key employees of the organization	15b	X
If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).		
16a Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a	X
b If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	16b	

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed ► Mississippi

18 Section 6104 requires an organization to make its Forms 1023 (or 1024 if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.

☐ Own website ☐ Another's website ☒ Upon request ☐ Other (explain in Schedule O)

19 Describe in Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records: ►

Jane B. O'Keefe, 700 Pass Road, Gulfport, MS 39501 (228) 604-4020

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent ContractorsCheck if Schedule O contains a response or note to any line in this Part VII ☐**Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees****1a** Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.

- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."

- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.

- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.

- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

☒ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) Jason Scruggs President	1	☒						0	0	0
(2) Jacob Ainsworth Vice-President	1	☒						0	0	0
(3) Elizabeth Wagenaar-Smith	1	☒						0	0	0
(4) Felix Gines Treasurer	1	☒						0	0	0
(5) Michelle Davis Crevier Secretary	1	☒						0	0	0
(6) Kimberly Barta	1	☒						0	0	0
(7) Amelia Tomsic	1	☒						0	0	0
(8) Jane B. O'Keefe Executive Director	40					☒		45000	0	0
(9)										
(10)										
(11)										
(12)										
(13)										
(14)										

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees *(continued)*

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(15)										
(16)										
(17)										
(18)										
(19)										
(20)										
(21)										
(22)										
(23)										
(24)										
(25)										
1b Sub-total								45000	0	0
c Total from continuation sheets to Part VII, Section A										
d Total (add lines 1b and 1c)								45000	0	0

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization ►

3 Did the organization list any **former** officer, director, or trustee, key employee, or highest compensated employee on line 1a? *If "Yes," complete Schedule J for such individual*

	Yes	No
3		☒
4		☒
5		☒

4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? *If "Yes," complete Schedule J for such individual*

5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? *If "Yes," complete Schedule J for such person*

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
		0
		0
		0
		0
		0
2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization ►	0	

Part VIII Statement of RevenueCheck if Schedule O contains a response or note to any line in this Part VIII ☐

				(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514
Contributions, Gifts, Grants and Other Similar Amounts	1a	Federated campaigns	1a	872			
	b	Membership dues	1b	0			
	c	Fundraising events	1c	0			
	d	Related organizations	1d	0			
	e	Government grants (contributions)	1e	128831			
	f	All other contributions, gifts, grants, and similar amounts not included above	1f	112698			
	g	Noncash contributions included in lines 1a-1f: \$		131837			
	h	Total. Add lines 1a-1f		242401			
Program Service Revenue				Business Code			
	2a						
	b						
	c						
	d						
	e						
	f	All other program service revenue					
	g	Total. Add lines 2a-2f			0		
Other Revenue	3	Investment income (including dividends, interest, and other similar amounts)			0		
	4	Income from investment of tax-exempt bond proceeds			0		
	5	Royalties			0		
	6a	(i) Real		(ii) Personal			
		Gross rents					
		Less: rental expenses					
		Rental income or (loss)					
	d	Net rental income or (loss)			0		
	7a	(i) Securities		(ii) Other			
		Gross amount from sales of assets other than inventory					
		Less: cost or other basis and sales expenses					
		Gain or (loss)					
	d	Net gain or (loss)			0		
	8a	Gross income from fundraising events (not including \$ _____ of contributions reported on line 1c). See Part IV, line 18 a					
	b	Less: direct expenses b					
	c	Net income or (loss) from fundraising events					
	9a	Gross income from gaming activities. See Part IV, line 19 a					
	b	Less: direct expenses b					
	c	Net income or (loss) from gaming activities					
	10a	Gross sales of inventory, less returns and allowances a					
Less: cost of goods sold b							
Net income or (loss) from sales of inventory							
Miscellaneous Revenue				Business Code			
11a				0			
b				0			
c				0			
d	All other revenue			0			
e	Total. Add lines 11a-11d			0			
12	Total revenue. See instructions.			242401			

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX ☐**Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.**

	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21	0	0		
2 Grants and other assistance to domestic individuals. See Part IV, line 22	14283	14283		
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16	0	0		
4 Benefits paid to or for members	0	0		
5 Compensation of current officers, directors, trustees, and key employees	0	0	0	0
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)	0	0	0	0
7 Other salaries and wages	67333	62416	4917	0
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)	0	0	0	0
9 Other employee benefits	579	0	579	0
10 Payroll taxes	5851	0	5851	0
11 Fees for services (non-employees):				
a Management	0	0	0	0
b Legal	0	0	0	0
c Accounting	450	0	450	0
d Lobbying	0	0	0	0
e Professional fundraising services. See Part IV, line 17	0			0
f Investment management fees	0	0	0	0
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)	9621	9621	0	0
12 Advertising and promotion	300	300	0	0
13 Office expenses	2020	1818	202	0
14 Information technology	3446	3446	0	0
15 Royalties	0	0	0	0
16 Occupancy	44500	44500	0	0
17 Travel	3091	2782	309	0
18 Payments of travel or entertainment expenses for any federal, state, or local public officials	0	0	0	0
19 Conferences, conventions, and meetings	513	513	0	0
20 Interest	0	0	0	0
21 Payments to affiliates	0	0	0	0
22 Depreciation, depletion, and amortization	0	0	0	0
23 Insurance	1301	0	1301	0
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a Program Food	7809	7809	0	0
b Donated Staff/Programs	68078	68078	0	0
c Program Supplies	17025	17025	0	0
d Bank & Credit Card Fees	38	0	38	0
e All other expenses 0	0	0	0	0
25 Total functional expenses. Add lines 1 through 24e	246238	232591	13647	0
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here ☐ if following SOP 98-2 (ASC 958-720)	0	0	0	0

Part X Balance SheetCheck if Schedule O contains a response or note to any line in this Part X ☐

		(A) Beginning of year		(B) End of year
Assets	1 Cash—non-interest-bearing	74371	1	64058
	2 Savings and temporary cash investments	1708	2	1709
	3 Pledges and grants receivable, net	0	3	0
	4 Accounts receivable, net	2685	4	0
	5 Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L	0	5	0
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instructions). Complete Part II of Schedule L	0	6	0
	7 Notes and loans receivable, net	0	7	0
	8 Inventories for sale or use	0	8	0
	9 Prepaid expenses and deferred charges	0	9	0
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a		
	b Less: accumulated depreciation	10b	10c	5447
	11 Investments—publicly traded securities	0	11	0
	12 Investments—other securities. See Part IV, line 11	0	12	0
	13 Investments—program-related. See Part IV, line 11	0	13	0
	14 Intangible assets	0	14	0
	15 Other assets. See Part IV, line 11	0	15	00
16 Total assets. Add lines 1 through 15 (must equal line 34)	78764	16	71214	
Liabilities	17 Accounts payable and accrued expenses	0	17	3411
	18 Grants payable	0	18	0
	19 Deferred revenue	0	19	0
	20 Tax-exempt bond liabilities	0	20	0
	21 Escrow or custodial account liability. Complete Part IV of Schedule D	0	21	10
	22 Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L	0	22	0
	23 Secured mortgages and notes payable to unrelated third parties	0	23	0
	24 Unsecured notes and loans payable to unrelated third parties	0	24	0
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D	0	25	0
	26 Total liabilities. Add lines 17 through 25	0	26	3421
Net Assets or Fund Balances	Organizations that follow SFAS 117 (ASC 958), check here ☐ and complete lines 27 through 29, and lines 33 and 34.			
	27 Unrestricted net assets		27	
	28 Temporarily restricted net assets		28	
	29 Permanently restricted net assets		29	
	Organizations that do not follow SFAS 117 (ASC 958), check here ☒ and complete lines 30 through 34.			
	30 Capital stock or trust principal, or current funds	0	30	0
	31 Paid-in or capital surplus, or land, building, or equipment fund	0	31	0
	32 Retained earnings, endowment, accumulated income, or other funds	0	32	0
	33 Total net assets or fund balances	78764	33	67793
	34 Total liabilities and net assets/fund balances	78764	34	71214

Part XI Reconciliation of Net AssetsCheck if Schedule O contains a response or note to any line in this Part XI ☐

1	Total revenue (must equal Part VIII, column (A), line 12)	1	242401
2	Total expenses (must equal Part IX, column (A), line 25)	2	246238
3	Revenue less expenses. Subtract line 2 from line 1	3	(3837)
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	78764
5	Net unrealized gains (losses) on investments	5	0
6	Donated services and use of facilities	6	0
7	Investment expenses	7	0
8	Prior period adjustments	8	(7134)
9	Other changes in net assets or fund balances (explain in Schedule O)	9	0
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	67793

Part XII Financial Statements and ReportingCheck if Schedule O contains a response or note to any line in this Part XII ☐

	Yes	No
1 Accounting method used to prepare the Form 990: ☐ Cash ☒ Accrual ☐ Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.		
2a Were the organization's financial statements compiled or reviewed by an independent accountant? . . . If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis		X
b Were the organization's financial statements audited by an independent accountant? . . . If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis		X
c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.		
3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133? . . .		X
b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits.		



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
City Council

Date: 03/12/2018

Subject: Resolution - authorizing an expenditure to CASA of Harrison County for the purpose of supporting community service programs and for related purposes.

Recommendation:



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

Mr. Roy Kitchell Jr.
Executive Director
CASA of Harrison County
47 Maples Drive
Gulfport, MS 39507

Re: Certified Audit

Dear Mr. Kitchell:

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.

CASA of Harrison County 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". The signature is fluid and cursive.

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.



[Signature]
CLERK OF THE COUNCIL

ADOPTED:

[Signature]
PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
18th day of December, 2013.

[Signature]
MAYOR

CASA OF HARRISON COUNTY, INC.

COMPILED FINANCIAL STATEMENTS

December 31, 2016



JASON S. KEENUM, CPA
CERTIFIED PUBLIC ACCOUNTANT
(A Professional Association)

Jason S. Keenum, CPA
Lindsey W. Conley, CPA

1509 Jackson Avenue • Pascagoula, Mississippi 39567 • Phone: 228.471.5464 • Fax: 228.471.4276 • keenumcpa@gmail.com

INDEPENDENT ACCOUNTANT'S COMPILATION REPORT

To the Board of Directors
CASA of Harrison County, Inc.
Gulfport, Mississippi

We have compiled the accompanying statement of financial position of CASA of Harrison County, Inc. (a nonprofit organization) as of December 31, 2016, and the related statements of activities and functional expenses for the year then ended. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Management has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Organization's financial position, changes in net assets, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

Pascagoula, Mississippi
May 4, 2017

Membership in:

American Institute of Certified Public Accountants • Mississippi Society of Certified Public Accountants



America Counts on CPAsSM

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FINANCIAL STATEMENTS

**CASA OF HARRISON COUNTY
STATEMENT OF FINANCIAL POSITION
DECEMBER 31, 2016**

ASSETS

Current Assets

Cash	\$	76,572
Temporarily Restricted Cash		-
Total Cash		<u>76,572</u>
Accounts Receivable		<u>1,515</u>

TOTAL ASSETS

\$ 78,087

LIABILITIES AND NET ASSETS

Current Liabilities

Accrued Liabilities	\$	5,396
---------------------	----	-------

Net Assets

Temporarily Restricted	-
Permanently Restricted	-
Unrestricted Net Assets	<u>72,691</u>
	<u>72,691</u>

TOTAL LIABILITIES AND NET ASSETS

\$ 78,087

See independent accountant's compilation report
No assurances provided

**CASA OF HARRISON COUNTY
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2016**

REVENUES

Contributions Income	\$ 59,998
Fundraisers	44,563
Grants	13,386
In-kind Contributions	17,327
Interest Income	12

Total Revenues

135,286

EXPENSES

Program Expenses	128,181
General and Administrative Expenses	43,444
Fundraising Expenses	16,853

Total Expenses

188,478

INCREASE IN UNRESTRICTED NET ASSETS

(53,192)

TEMPORARILY RESTRICTED NET ASSETS

Contributions - temporarily restricted

Net assets released from temporary restriction

(500)

INCREASE IN TEMPORARILY RESTRICTED NET ASSETS

(500)

INCREASE IN NET ASSETS

(53,692)

NET ASSETS, BEGINNING OF THE YEAR

126,383

NET ASSETS, END OF THE YEAR

\$ 72,691

See independent accountant's compilation report
No assurances provided

**CASA OF HARRISON COUNTY
SCHEDULE OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2016**

EXPENSES	GENERAL AND			TOTAL
	PROGRAM	ADMINISTRATIVE	FUNDRAISING	
Advertising	\$ 269		\$	269
Bank Service Charges	159			159
Conferences and Conventions	697			697
Client Outreach	5,932			5,932
Dues and Subscriptions	891			891
Fundraising Expenses			16,019	16,019
Information Technology	4,751			4,751
Insurance	259	759	834	1,852
Office Expense	3,577			3,577
Payroll Expenses	82,858	42,685		125,543
Professional Fees	7,340			7,340
Repairs and Maintenance	165			165
Rent	11,550			11,550
Training	3,368			3,368
Utilities	6,365		\$	6,365
	<u>\$ 128,181</u>	<u>\$ 43,444</u>	<u>\$ 16,853</u>	<u>\$ 188,478</u>
PERCENTAGE ALLOCATIONS	68.01%	23.05%	8.94%	100.00%

See independent accountant's compilation report
No assurances provided

CASA OF HARRISON COUNTY
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2016

CASH FLOWS FROM OPERATING ACTIVITIES

Increase (decrease) in net assets \$ (53,692)

Adjustments to reconcile net assets to net cash provided by operating activities:

(Increase) decrease in operating assets:

Other current assets (1,104)

Increase (decrease) in accrued liabilities (670)

Total adjustments (1,774)

Net cash provided (used) by operating activities (55,466)

NET INCREASE (DECREASE) IN CASH (55,466)

CASH, BEGINNING OF YEAR 132,038

CASH, END OF YEAR \$ 76,572

Cash paid during the year for:	Interest expense	\$	-
	Interest accrued	\$	-
	Interest deferred	\$	-

See independent accountant's compilation report
 No assurances provided

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 _____, 2018, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE A DONATION OF FUNDS TO THE CASA OF HARRISON COUNTY, INC., PURSUANT TO MISS. CODE ANN. §§ 21-19-65 and 21-17-1(8) (REV. 2015), AND FOR RELATED PURPOSES

WHEREAS, pursuant to Miss. Code Ann. § 21-19-65 (Rev. 2015), a municipality may “expend monies from the municipal general fund to match any other funds for the purpose of supporting social and community service programs including, but not limited to, juvenile residential treatment centers; juvenile and half-way houses; prenatal care facilities; child day care facilities; mentally ill and alcoholics half-way houses; child and adult emergency shelters; elderly home health aides programs” ; and

WHEREAS, pursuant to Miss. Code Ann. § 21-17-1(8) (Rev. 2015), a municipality may “expend municipal funds to match any state, federal or private funding or any program administered by ... any nonprofit organization that is exempt under 26 USCS Section 501(c)(3) from paying federal income tax; and

WHEREAS, the City of Gulfport desires to donate matching funds, in the amount of \$3,500.00 to the CASA of Harrison County, Inc., a social and community service program (as contemplated by Miss. Code Ann. § 21-19-65) and a tax exempt nonprofit organization (as contemplated by Miss. Code Ann. § 21-17-1(8) to match funding received by the CASA of Harrison County, Inc., from private donations; 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 matching funds, via special check which is hereby authorized, in the amount of \$3,500.00 to the CASA of Harrison County, Inc.

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 _____, 2018.

(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 _____, 2018.

APPROVED:

MAYOR

Ronda Cole

From: Jeannie <jeannie@casaharrisoncounty.org>
Sent: Thursday, March 15, 2018 8:40 AM
To: Ronda Cole
Subject: RE: matching fund request verification

Good morning Ronda,

This will confirm that we have matching funds of \$3,500 in our bank account at Hancock Bank. Our funding sources through grants, foundations, events, and private donations for 2018 have exceeded this amount.

Our organization appreciates City of Gulfport's support in our mission to keep children in Harrison County safe, happy, and healthy.

If there is any additional information you might need, please let me know.

Thank you.

Sincerely,

Jeannie Herrin
Executive Director
CASA of Harrison County
228-865-7078 Office
228-865-7289 Fax
785-224-7609 Cell





Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
City Council

Date: 03/12/2018

Subject: Resolution - authorizing an expenditure to Gulf Coast Center for Nonviolence, Inc., for the purpose of supporting community service programs and for related purposes.

Recommendation:



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. Sandra Morrison
Executive Director
Gulf Coast Women's Center for Nonviolence, Inc.
P.O. Box 333
Biloxi, MS 39533

Re: Certified Audit

Dear Ms. Morrison:

The City of Gulfport is in receipt of your agency's funding request in the amount of \$20,000.00.

Please accept this as a request from the Gulfport City Council for a certified audit of your organization. The City of Gulfport passed a Resolution in December, 2013 requesting 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 your funding request is presented). Electronic submissions should be sent to rcole@gulfport-ms.gov and brodgers@gulfport-ms.gov.

Gulf Coast Center for Nonviolence, Inc. 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.

The City of Gulfport appreciates the dedication of the Women's Center for the victims of domestic violence and sexual assault.

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.



Richard 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

**GULF COAST CENTER
FOR NONVIOLENCE, INC.
(Formerly known as GULF COAST WOMEN'S
CENTER FOR NONVIOLENCE, INC.)**

FINANCIAL STATEMENTS

DECEMBER 31, 2016



GULF COAST CENTER FOR NONVIOLENCE, INC.
(Formerly known as GULF COAST WOMEN'S CENTER FOR NONVIOLENCE, INC.)

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GULF COAST CENTER FOR NONVIOLENCE, INC.
(Formerly known as GULF COAST WOMEN'S CENTER FOR NONVIOLENCE, INC.)

LIST OF OFFICIALS

DECEMBER 31, 2016

BOARD OF DIRECTORS

Emily Burke, President	Kathlyn Van Buskirk, Secretary
Lt. Doug Adams, Vice President	Else' Marie, Treasurer
Chief John Miller, Member	Delorise Nettles, Member
Karen Thompson, Member	Laura Sessum, Member
Teresa Wieck, Member	Summer Hammonds, Member
Larry Knight, Member	Casey Price, Member
Mary Ann O'Gorman, Member	Alison Baker, Member

EXECUTIVE DIRECTOR

Sandra K. Morrison



ALEXANDER | VAN LOON | SLOAN | LEVENS | FAVRE, PLLC
Certified Public Accountants & Business Consultants

AVL WEALTHCARE, LLC
Wealth Management

INDEPENDENT AUDITORS' REPORT

June 13, 2017

Board of Directors

Gulf Coast Center for Nonviolence, Inc.

(Formerly known as Gulf Coast Women's Center for Nonviolence, Inc.)

Biloxi, Mississippi

Report on the Financial Statements

We have audited the accompanying financial statements of Gulf Coast Center for Nonviolence, Inc. (a nonprofit organization), which comprise the statement of financial position as of December 31, 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.

Auditors' 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 and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. 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 auditors' 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 auditors consider 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.

Board of Directors
Gulf Coast Center for Nonviolence, Inc.
(Formerly known as Gulf Coast Women's Center for Nonviolence, Inc.)
June 13, 2017

Auditors' Responsibility (Continued)

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 Center for Nonviolence, Inc. as of December 31, 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 the Gulf Coast Center for Nonviolence, Inc.'s 2015 financial statements, and our report dated June 15, 2016, expressed an unmodified opinion on those audited financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2015, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the 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 financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the 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 financial statements as a whole.

In addition, the list of officials is presented for informational purposes and is not a required part of the basic financial statements. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

FINANCIAL STATEMENTS

GULF COAST CENTER FOR NONVIOLENCE, INC.
(Formerly known as GULF COAST WOMEN'S CENTER FOR NONVIOLENCE, INC.)
STATEMENT OF FINANCIAL POSITION
DECEMBER 31, 2016
(With comparative amounts as of December 31, 2015)

ASSETS

	<u>2016</u>	<u>2015</u>
CURRENT ASSETS		
Cash	\$ 83,381	\$ 137,208
Grant funds receivable	293,352	185,693
Contributions receivable	1,576	1,726
Other receivable	882	200
Asset held for sale	2,610	45,000
Inventory	2,055	3,915
Prepaid expenses	5,416	4,920
Interest receivable	<u>11,499</u>	<u>7,264</u>
Total current assets	<u>400,771</u>	<u>385,926</u>
NONCURRENT ASSETS		
Beneficial interest in third party trust	104,302	98,381
Investment in certificates of deposit	659,573	753,251
Investment in debt and equity securities	<u>863,216</u>	<u>849,701</u>
Total noncurrent assets	<u>1,627,091</u>	<u>1,701,333</u>
PROPERTY AND EQUIPMENT		
Land	31,894	31,894
Building	888,383	888,383
Equipment	121,684	87,121
Leasehold improvements	2,266	2,266
Vehicles	<u>67,712</u>	<u>67,712</u>
Total property and equipment	1,111,939	1,077,376
Less: accumulated depreciation	<u>(586,359)</u>	<u>(549,651)</u>
Net property and equipment	<u>525,580</u>	<u>527,725</u>
TOTAL ASSETS	<u><u>\$ 2,553,442</u></u>	<u><u>\$ 2,614,984</u></u>

LIABILITIES AND NET ASSETS

	<u>2016</u>	<u>2015</u>
CURRENT LIABILITIES		
Accounts payable	\$ 33,504	\$ 32,525
Accrued salaries	28,762	16,186
Payroll and related liabilities	1,442	2,432
Accrued compensated absences	<u>25,645</u>	<u>23,762</u>
Total liabilities	<u>89,353</u>	<u>74,905</u>
NET ASSETS		
Unrestricted		
Undesignated	613,830	635,120
Board designated, children's program	1,220,377	1,278,853
Investment in fixed assets, net of related debt	<u>525,580</u>	<u>527,725</u>
Total unrestricted	2,359,787	2,441,698
Permanently restricted	<u>104,302</u>	<u>98,381</u>
Total net assets	<u>2,464,089</u>	<u>2,540,079</u>
TOTAL LIABILITIES AND NET ASSETS	<u><u>\$ 2,553,442</u></u>	<u><u>\$ 2,614,984</u></u>

The accompanying notes are an integral part of these financial statements.

GULF COAST CENTER FOR NONVIOLENCE, INC.
(Formerly known as GULF COAST WOMEN'S CENTER FOR NONVIOLENCE, INC.)
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2016
(With comparative amounts for the year ended December 31, 2015)

	Unrestricted	Permanently Restricted	Totals	
			2016	2015
REVENUE AND OTHER SUPPORT				
Federal sources	\$ 1,227,395	\$ -	\$ 1,227,395	\$ 1,176,894
State sources	135,989	-	135,989	133,783
Local sources	198,280	-	198,280	181,991
Contributions, general	120,819	-	120,819	96,800
Contributions, Moonlight Masquerade	44,241	-	44,241	45,376
Interest and dividend income	50,984	-	50,984	56,881
Other sources	170,854	-	170,854	252,288
Donated assets	2,610	-	2,610	45,000
Donated facilities - in kind	23,238	-	23,238	13,183
Unrealized gain (loss) on investments	21,097	5,921	27,018	(42,470)
Total revenue and other support	1,995,507	5,921	2,001,428	1,959,726
EXPENSES				
Program Services				
Shelter services and operation	429,609	-	429,609	514,493
Compensation and related expenses	1,140,874	-	1,140,874	974,811
General and administrative	182,439	-	182,439	173,335
Total program services	1,752,922	-	1,752,922	1,662,639
Support Services				
Shelter services and operation	9,617	-	9,617	12,125
Compensation and related expenses	247,527	-	247,527	227,081
General and administrative	30,530	-	30,530	30,972
Fundraising, Moonlight Masquerade	36,822	-	36,822	25,388
Total support services	324,496	-	324,496	295,566
Total expenses	2,077,418	-	2,077,418	1,958,205
CHANGE IN NET ASSETS	(81,911)	5,921	(75,990)	1,521
NET ASSETS, BEGINNING OF YEAR	2,441,698	98,381	2,540,079	2,538,558
NET ASSETS, END OF YEAR	\$ 2,359,787	\$ 104,302	\$ 2,464,089	\$ 2,540,079

The accompanying notes are an integral part of these financial statements.

GULF COAST CENTER FOR NONVIOLENCE, INC.
(Formerly known as GULF COAST WOMEN'S CENTER FOR NONVIOLENCE, INC.)
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2016
(With comparative amounts for the year ended December 31, 2015)

	<u>2016</u>	<u>2015</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash received from contributions, governmental entities, grants, and fees	\$ 1,789,239	\$ 1,859,028
Cash paid for program and support services	(2,001,110)	(1,949,021)
Interest paid	-	(4)
Interest and dividends received	46,899	57,154
Net cash used in operating activities	<u>(164,972)</u>	<u>(32,843)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Redemption of certificates of deposit	147,323	172,000
Purchase of certificates of deposit	(46,555)	(217,997)
Sale of debt and equity securities	56,909	315,935
Purchase of debt and equity securities	(56,419)	(437,589)
Sale of donated property	45,000	-
Purchase of property and equipment	(35,113)	(4,599)
Net cash provided by (used in) investing activities	<u>111,145</u>	<u>(172,250)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Principal paid on leases payable	-	(242)
Net cash used in financing activities	<u>-</u>	<u>(242)</u>
Decrease in cash	(53,827)	(205,335)
Cash, beginning of year	137,208	342,543
Cash, end of year	<u>\$ 83,381</u>	<u>\$ 137,208</u>
SUPPLEMENTAL SCHEDULE OF NONCASH INVESTING AND FINANCING ACTIVITIES		
Donated asset	<u>\$ 2,610</u>	<u>\$ 45,000</u>

GULF COAST CENTER FOR NONVIOLENCE, INC.
(Formerly known as GULF COAST WOMEN'S CENTER FOR NONVIOLENCE, INC.)
STATEMENT OF CASH FLOWS (Continued)
FOR THE YEAR ENDED DECEMBER 31, 2016
(With comparative amounts for the year ended December 31, 2015)

	<u>2016</u>	<u>2015</u>
RECONCILIATION OF CHANGES IN NET ASSETS TO NET CASH USED IN OPERATING ACTIVITIES		
Change in net assets	<u>\$ (75,990)</u>	<u>\$ 1,521</u>
Adjustments reconciling the change in net assets to net cash used in operating activities:		
Depreciation and amortization	37,258	34,275
Unrealized gain (loss) on investments	(27,018)	42,470
Contribution-capital asset	(2,610)	(45,000)
(Increase) decrease in assets:		
Grant funds receivable	(107,659)	(29,004)
Contributions receivable	150	336
Other receivable	(682)	900
Inventory	1,862	(1,964)
Prepaid expenses	(496)	(686)
Interest receivable	(4,235)	(63)
Increase (decrease) in liabilities:		
Accounts payable	979	3,368
Accrued salaries	12,576	(37,205)
Payroll and related liabilities	(990)	(3,439)
Accrued compensated absences	1,883	1,648
Total adjustments	<u>(88,982)</u>	<u>(34,364)</u>
Net cash used in operating activities	<u><u>\$ (164,972)</u></u>	<u><u>\$ (32,843)</u></u>

The accompanying notes are an integral part of these financial statements.

GULF COAST CENTER FOR NONVIOLENCE, INC.
(Formerly known as GULF COAST WOMEN'S CENTER FOR NONVIOLENCE, INC.)
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2016

	PROGRAM SERVICES				SUPPORT SERVICES			
	Nonviolence Shelter Biloxi	Nonviolence Shelter Adriene's House	Legal Clinic	Total Program Services	General and Administrative	Fundraising Moonlight Masquerade	Total Support Services	Total (Memorandum Only)
SHELTER SERVICES AND OPERATION								
Conferences and workshops	\$ 22,456	\$ -	\$ 3,096	\$ 25,552	\$ -	\$ -	\$ -	\$ 25,552
Contract labor	44,107	15,608	562	60,277	9,617	3,206	12,823	73,100
Dues and subscriptions	4,445	-	-	4,445	-	-	-	4,445
Drugs and medications	621	-	-	621	-	-	-	621
Food and supplies	40,846	9,766	-	50,612	-	-	-	50,612
Insurance	13,364	-	3,590	16,954	-	-	-	16,954
Printing	1,449	-	-	1,449	-	-	-	1,449
Rent	25,738	25,190	-	50,928	-	-	-	50,928
Repair and maintenance	53,040	12,798	-	65,838	-	-	-	65,838
Training	7,062	-	-	7,062	-	-	-	7,062
Utilities	28,408	8,288	-	36,696	-	-	-	36,696
Victim rent	96,995	11,970	-	108,965	-	-	-	108,965
Victim travel	210	-	-	210	-	-	-	210
Total shelter services and operation	338,741	83,620	7,248	429,609	9,617	3,206	12,823	442,432
COMPENSATION AND RELATED EXPENSES								
Compensation	652,988	172,053	154,724	979,765	214,547	9,607	224,154	1,203,919
Employee benefits	79,685	1,697	300	81,682	16,454	909	17,363	99,045
Payroll taxes	77,627	1,510	290	79,427	16,526	736	17,262	96,689
Total compensation and related expenses	810,300	175,260	155,314	1,140,874	247,527	11,252	258,779	1,399,653

GULF COAST CENTER FOR NONVIOLENCE, INC.
(Formerly known as GULF COAST WOMEN'S CENTER FOR NONVIOLENCE, INC.)
STATEMENT OF FUNCTIONAL EXPENSES (Continued)
FOR THE YEAR ENDED DECEMBER 31, 2016

	PROGRAM SERVICES				SUPPORT SERVICES				
	Nonviolence		Nonviolence		Total		Fundraising		Total
	Shelter Biloxi	Shelter Adriene's House	Shelter Adriene's House	Legal Clinic	Program Services	Administrative	Moonlight Masquerade	Support Services	
GENERAL AND ADMINISTRATIVE									
Depreciation and amortization	37,258	-	-	-	37,258	-	-	-	37,258
Equipment	7,411	2,340	-	-	9,751	-	-	-	9,751
Fundraising	-	-	-	-	-	-	22,364	22,364	22,364
Insurance	9,809	7,040	-	-	16,849	2,452	-	2,452	19,301
Office supplies	15,642	1,561	-	9,278	26,481	5,733	-	5,733	32,214
Miscellaneous	10,519	1,048	-	-	11,567	11,302	-	11,302	22,869
Pest control	1,080	595	-	-	1,675	57	-	57	1,732
Postage	2,639	-	-	438	3,077	880	-	880	3,957
Professional fees	20,180	-	-	-	20,180	6,727	-	6,727	26,907
Staff travel	26,889	845	-	3,117	30,851	1,459	-	1,459	32,310
Telephone	14,718	3,444	-	3,298	21,460	1,816	-	1,816	23,276
Trash removal	1,983	-	-	-	1,983	104	-	104	2,087
Vehicle expense	927	380	-	-	1,307	-	-	-	1,307
Total general and administrative	149,055	17,253	16,131	16,131	182,439	30,530	22,364	52,894	235,333
TOTAL EXPENSES	\$ 1,298,096	\$ 276,133	\$ 178,693	\$ 178,693	\$ 1,752,922	\$ 287,674	\$ 36,822	\$ 324,496	\$ 2,077,418

The accompanying notes are an integral part of these financial statements.

NOTES TO FINANCIAL STATEMENTS

GULF COAST CENTER FOR NONVIOLENCE, INC.
(Formerly known as GULF COAST WOMEN'S CENTER FOR NONVIOLENCE, INC.)
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2016

NOTE 1- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Nature of Activities

The Gulf Coast Women's Center for Nonviolence, Inc., a non-profit organization, was incorporated in Mississippi on October 27, 1978. On July 1, 2016, the name was officially changed to Gulf Coast Center for Nonviolence, Inc., (the Center). The purpose of the Center is to provide food, shelter, assistance, counseling, and legal services to individuals and their children who have become victims of domestic violence or sexual assault. The Center provides services to a six-county area in South Mississippi.

Basis of Presentation

The financial statements of the Center have been prepared in conformity with accounting principles generally accepted in the United States of America under the accrual basis of accounting. The accrual basis of accounting is the method of accounting under which liabilities and expenses are recorded when incurred, whether or not paid, and income is recorded when earned, whether or not received.

The Center is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. Net assets of the two restricted classes are created only by donor-imposed restrictions on their use. All other net assets, including board-designated or appropriated amounts, are reported as part of the unrestricted class. In addition, the Center is required to present a statement of cash flows. As permitted by the standards, the Center does not use fund accounting.

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as temporarily restricted or permanently restricted support that increases those net asset classes. When a temporary restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. Presently, the Center has not received any contributions with donor-imposed restrictions that would result in temporarily or permanently restricted net assets. However, the Center does have permanently restricted net assets, as a result of a beneficial interest in a third party trust, which requires the asset to be permanently restricted.

Use of Estimates

In preparing financial statements in conformity with accounting principles generally accepted in the United States of America, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements, as well as revenues and expenses during the reporting period. Actual results could differ from those estimates.

GULF COAST CENTER FOR NONVIOLENCE, INC.
(Formerly known as GULF COAST WOMEN'S CENTER FOR NONVIOLENCE, INC.)
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2016

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Income Taxes

The Center is a not-for-profit organization that is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code and comparable state law, and contributions to the Center are tax deductible within the limitations prescribed by the code.

The Center has implemented the accounting requirements associated with uncertainty in income taxes using the provision of Financial Accounting Standards Board (FASB) ASC 740, *Income Taxes*. Using that guidance, tax positions initially need to be recognized in the financial statements when it is more-likely-than-not the positions will be sustained upon examination by the tax authorities. It also provides guidance for derecognition, classification, interest and penalties, accounting in interim periods, disclosure, and transition. As of December 31, 2016, the Center has no uncertain tax positions that qualify for either recognition or disclosure in the financial statements.

Functional Allocation of Expenses

The cost of providing the Center's programs and support services has been summarized on a functional basis. Accordingly, certain costs have been allocated among the programs and support services benefited based on a combination of specific identification and allocation by management.

Comparative Data

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 Center's financial statements for the year ended December 31, 2015, from which the summarized information was derived.

Cash and Cash Equivalents

For the purpose of the statement of cash flows, cash and cash equivalents are defined as demand deposits and savings accounts at local banks and cash accumulation accounts at a local brokerage firm and certificates of deposit with a maturity of three months or less, as applicable.

Grant Funds Receivable

The Center's grant funds receivable consists of amounts due from federal and state agencies under grant agreements and contracts. Grant funds receivable are written off when management determines that they are uncollectible. No allowance for doubtful accounts is considered necessary by management.

GULF COAST CENTER FOR NONVIOLENCE, INC.
(Formerly known as GULF COAST WOMEN'S CENTER FOR NONVIOLENCE, INC.)
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2016

NOTE 1- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Contributions Receivable and Beneficial Interest in Third Party Trust

The Center is a beneficiary of the David Charles Segaloff Trust (Trust) agreement dated March 14, 1997 with assets transferred to the Trust in the year ended December 31, 2000. This Trust is administered by the Peoples Bank (Trustee). The Trust is considered to be a perpetual trust held by a third party in which the Center's 10% portion of the fair value of the Trust is deemed a permanently restricted asset of the Center with changes in the fair value recorded as a permanently restricted gain or loss. The Center's contributions receivable represents the current year income earned by the Trust that is due annually to the Center according to the trust agreement. No allowance for doubtful accounts is considered necessary by management.

Inventory

Food inventory purchased is valued at cost. No cost is recorded for donated inventory. This departure from accounting principles generally accepted in the United States of America is not considered material due to the insignificant amount of donated inventory.

Prepaid Expenses

Prepaid expenses consist of prepaid insurance and are charged to the period to which they relate.

Investments

Investments in marketable securities with readily determinable fair values and all investments in debt securities are reported at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets. Investment income and gains restricted by a donor are reported as increases in unrestricted net assets if the restrictions are met (either by passage of time or by use) in the reporting period in which the income and gains are recognized. The amount reported as investments represents investments in certificates of deposit with maturities greater than three months, mutual funds, and debt securities. The amount of the interest accrued related to the certificates of deposit has been recognized as income in the period to which it relates.

Property and Equipment

Property and equipment is stated at original cost. Depreciation is provided over the estimated useful lives of the related assets using the straight-line method. The estimated useful lives for property and equipment used to compute the straight-line method of depreciation are as follows:

<u>Asset</u>	<u>Useful Life</u>
Building	40 years
Equipment	5-10 years
Leasehold improvements	40 years
Vehicles	5 years

GULF COAST CENTER FOR NONVIOLENCE, INC.
(Formerly known as GULF COAST WOMEN'S CENTER FOR NONVIOLENCE, INC.)
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2016

NOTE 1- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property and Equipment (Continued)

In years prior to 1988, the Center did not capitalize the cost of property and equipment or provide for depreciation. However, the Center changed its method of accounting for property and equipment acquired during the year ended December 31, 1988 and all future periods. The Center does not maintain an inventory of property and equipment acquired in years prior to 1988 and has not determined the related acquisition values of those assets and depreciation. Management believes the amount would be immaterial, thus these financial statements do not include such amounts.

Expenditures for buildings, equipment, and vehicles are capitalized if the cost of an item exceeds the minimum value of \$500 established by the Center. Expenditures for major renewals and betterments that extend the useful lives of buildings, equipment and vehicles are capitalized. Expenditures for maintenance and repairs are charged to expense as incurred.

The Center reviews long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If these assets are considered to be impaired, the impairment loss recognized is measured as the amount by which the carrying amount of the assets exceeds the fair value of the assets. Assets to be disposed of are reported at the lower of the carrying amount or the fair value less costs to sell.

Accrued Compensated Absences

Employees earn a vested right to compensation for unused vacation absences. Accordingly, the estimated cost of vacation pay earned, but not used, by the Center's employees has been recorded.

Contributed Services

The value of contributed services meeting the requirements for recognition in the financial statements is not material and has not been recorded. In addition, many individuals volunteer their time and perform a variety of tasks that assist the Center, but these services do not meet the criteria for recognition as contributed services.

Donated Facilities

The Center uses donated office space owned by Harrison County in connection with its legal assistance program and an office at the Hancock Medical Center. The revenue and cost of donated use of these offices is reflected on the statement of activities as donated facilities – in kind and is included in rent expense on the statement of functional expenses.

GULF COAST CENTER FOR NONVIOLENCE, INC.
(Formerly known as GULF COAST WOMEN'S CENTER FOR NONVIOLENCE, INC.)
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2016

NOTE 2 – GRANT FUNDS RECEIVABLE

Grant funds receivable consists of the following:

Emergency Shelter Grants Program	\$ 24,349
Injury Prevention and Control Research and State and Community Based Programs	1,178
Special Needs Assistance Program – Supportive Housing Program	8,945
Crime Victim Assistance	152,512
Violence Against Women Formula Grants	12,308
Family Violence Prevention and Services	23,261
Preventive Health and Health Services Block Grant – Rape Crisis Program	4,535
Transitional to Permanent Housing Grant	5,324
Block Grant for Community Mental Health Services	11,400
Rural Education and Prevention Program	<u>21,817</u>
Total federal grant funds receivable	<u>265,629</u>
Domestic Violence Program	<u>27,723</u>
Total state grant funds receivable	<u>27,723</u>
Total grant funds receivable	<u><u>\$ 293,352</u></u>

NOTE 3 – CONTRIBUTIONS RECEIVABLE AND BENEFICIAL INTEREST IN THIRD PARTY TRUST

Contributions Receivable

Contributions receivable at December 31, 2016 consists of \$1,576 of income earned by the David Charles Segaloff Trust (Trust), which will be received within one year. The Center is a beneficiary of this Trust, and as such is entitled to a portion of the annual net income of the Trust. Management estimates the Center's portion of the annual income from this Trust to approximate \$2,500, based on the assumption of average economic conditions.

Beneficial Interest in Third Party Trust

The beneficial interest in the third party perpetual trust is the Center's 10% portion of the fair value of the David Charles Segaloff Trust (Trust) at December 31, 2016, as provided by the third party trustee. The total fair value of the Trust at December 31, 2016 is \$1,043,020, based on unadjusted quoted market prices within active markets (Level 1 measurements), with \$104,302 recognized as the Center's 10% portion. The resulting change in the fair value for the year ended December 31, 2016 resulted in an unrealized gain of \$5,921.

GULF COAST CENTER FOR NONVIOLENCE, INC.
(Formerly known as GULF COAST WOMEN'S CENTER FOR NONVIOLENCE, INC.)
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2016

NOTE 4 – INVESTMENTS

Certificates of Deposit

The Center's investment in certificates of deposit consists of twenty-eight certificates with a total value of \$659,573. The terms of the certificates vary with maturities beginning July 2017 to June 2024, with interest rates ranging from 1.35% to 5.35%, and with interest payment intervals of monthly to semi-annually. Interest has been accrued for the year ended December 31, 2016 in the amount of \$3,680 for the related certificates of deposit. Approximately \$354,648 of the total value of the certificates of deposit represent a portion of the distribution from the Marguerite Fayard Charitable Trust in February 2002, which the Center invested and the Board designated to be set aside for the purpose of construction of a building to house the Children's Program.

Debt and Equity Securities

The Center's investment in debt and equity securities is summarized as follows:

	<u>Cost</u>	<u>Fair Value</u>	<u>Unrealized Gain (Loss)</u>
Mutual funds- equities	\$ 404,696	\$ 416,499	\$ 11,803
U.S. Treasury securities	30,640	42,736	12,096
Bonds	408,808	403,981	(4,827)
Total investments	<u>\$ 844,144</u>	<u>\$ 863,216</u>	<u>\$ 19,072</u>

Accounting principles generally accepted in the United States of America establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to measurements involving significant unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are as follows:

- Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities that the Center has the ability to access at the measurement date.
- Level 2 inputs are inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly.
- Level 3 inputs are unobservable inputs for the asset or liability.

All of the Center's marketable securities have been valued using Level 1 measurements.

GULF COAST CENTER FOR NONVIOLENCE, INC.
(Formerly known as GULF COAST WOMEN'S CENTER FOR NONVIOLENCE, INC.)
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2016

NOTE 4 – INVESTMENTS (Continued)

Investment Return

The following summarizes the investment return and its classification in the statement of activities for the year ended December 31, 2016:

	<u>Amount</u>
Interest and dividend income (including interest earned on interest bearing cash accounts)	\$ 50,984
Unrealized gain - debt and equity securities	21,097
Unrealized gain - Segaloff Trust	<u>5,921</u>
Total investment return	<u><u>\$ 78,002</u></u>

NOTE 5 – PROPERTY AND EQUIPMENT

A summary of changes in property and equipment and the related accumulated depreciation is as follows:

Asset	Balance 12/31/2015	Additions	Retirements	Balance 12/31/2016
Land	\$ 31,894	\$ -	\$ -	\$ 31,894
Building	888,383	-	-	888,383
Equipment	87,121	35,113	(550)	121,684
Leasehold improvements	2,266	-	-	2,266
Vehicles	<u>67,712</u>	<u>-</u>	<u>-</u>	<u>67,712</u>
Total property and equipment	1,077,376	35,113	(550)	1,111,939
Less: accumulated depreciation	<u>(549,651)</u>	<u>(37,258)</u>	<u>550</u>	<u>(586,359)</u>
Net property and equipment	<u><u>\$ 527,725</u></u>	<u><u>\$ (2,145)</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 525,580</u></u>

Depreciation expense included in the statement of activities and the statement of functional expenses is \$37,258 for the year ended December 31, 2016.

GULF COAST CENTER FOR NONVIOLENCE, INC.
(Formerly known as GULF COAST WOMEN'S CENTER FOR NONVIOLENCE, INC.)
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2016

NOTE 6 – NET ASSETS

Unrestricted

Unrestricted net assets are available to meet either the general obligations of the Center or Board designated purposes. During the year ended December 31, 2002, the Marguerite Fayard Charitable Trust was disbursed to the trust beneficiaries. The Board of Directors of the Center, one of the trust beneficiaries, designated the distributed funds for the construction of a building to house the Children's Program. See Note 4 for further information regarding the Marguerite Fayard Charitable Trust distribution and subsequent investment by the Center.

Permanently Restricted

Permanently restricted net assets consist of the Center's 10% portion of the fair value of the David Charles Segaloff Trust at December 31, 2016. See Note 3 for further information regarding the Trust.

NOTE 7 – EMPLOYEE BENEFIT PLAN

The Center maintains a retirement plan (Simple Plan) for its employees. The plan allows employees to defer annually up to \$12,500 of their salaries as contributions subject to the Internal Revenue Code maximum limitations. The Center may also make matching contributions, currently three percent, under the plan. Employee and Center contributions to the plan totaled \$31,718 for the year ended December 31, 2016, which includes matching contributions of \$10,905 included in employee benefits in the statement of functional expenses.

NOTE 8 – LEASE COMMITMENTS

The Center leases facilities and equipment on a month-to-month and annual basis. Rent expense totaled \$36,834 for the year and is included in shelter services and operation and in general and administrative expenses in the statement of activities. There were no operating leases with noncancelable terms in excess of one year as of December 31, 2016.

NOTE 9 - DONATED MATERIALS, SUPPLIES, EQUIPMENT, AND SERVICES

The Center receives various types of in-kind contributions. Contributed services are recognized at fair value if the services received (a) create or enhance long-lived assets or (b) require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation. Contributions of tangible assets are recognized at fair value when received. The amounts reflected in the accompanying financial statements as donated assets are offset by a like amount included in asset held for sale on the statement of financial position. The Center was a recipient of a parcel of land during the year ended December 31, 2016, with a fair value of the land on the date of donation of \$2,610, which is currently reported on the balance sheet as asset held for sale.

GULF COAST CENTER FOR NONVIOLENCE, INC.
(Formerly known as GULF COAST WOMEN'S CENTER FOR NONVIOLENCE, INC.)
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2016

NOTE 9 - DONATED MATERIALS, SUPPLIES, EQUIPMENT, AND SERVICES (Continued)

During the year ended December 31, 2016, the Center also received donated office space totaling \$23,238. Contributions of the donated space are recognized at fair value of the rental. The amounts reflected in the accompanying financial statements as donated facilities – in kind are offset by a like amount included in rent expense on the statement of functional expenses.

Generally, the Center does not record the value of donated materials and supplies. Accounting principles generally accepted in the United States of America require that items such as donated inventory, supplies, and materials be recorded at fair value as of the date of donation. This departure from accounting principles generally accepted in the United States of America is not considered material due to the insignificant amount individually, and in the aggregate, of these donated items.

The Center actively solicits and receives volunteer services from the general public. Management estimates approximately 28,300 volunteer hours were received from non-professionals and professionals. Of the volunteer hours, less than one percent relates to hours received from professionals. No amounts have been recognized in the accompanying statement of activities because the criteria for recognition of such volunteer effort have not been satisfied for non-professional volunteer hours and the value of the professional volunteer hours which do meet the criteria for recognition is not material to the financial statements.

NOTE 10 – OTHER SOURCES

During 2016, the Center received numerous one time donations and grants to assist with the operation of the Northcutt Legal Clinic and administrative costs. Approximately 48%, or \$94,817, of these funds was received from national and state corporations. A parcel of land was also donated, see Note 9. These amounts are included in other sources in the statement of activities.

NOTE 11 – RISKS AND UNCERTAINTIES

Credit Risk

The Center maintains its cash balances in five financial institutions located in Biloxi, Mississippi. The balances at these financial institutions are insured by the Federal Deposit Insurance Corporation (FDIC). At various times there may be balances in the banks that exceed the FDIC limit. However, at December 31, 2016, the Center had no uninsured cash balances. Cash accounts at brokerage firms are insured by the Securities Investors Protection Corporation (SIPC) up to \$250,000 and the securities are insured by SIPC up to \$500,000. Balances above \$500,000 are secured by additional protection purchased by the brokerage firms; however, the aggregate protection limit for all claims is \$1.9 billion per brokerage firm. SIPC insurance covers theft or destruction of securities and cash; it does not cover market losses. As of December 31, 2016, the Center had no investments or cash with brokerage firms which were unsecured by SIPC limits.

GULF COAST CENTER FOR NONVIOLENCE, INC.
(Formerly known as GULF COAST WOMEN'S CENTER FOR NONVIOLENCE, INC.)
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2016

NOTE 11 – RISKS AND UNCERTAINTIES (Continued)

Economic Dependency

The Center received approximately 81% of the Center's total support from local governmental entities and federal and state grants for the year ended December 31, 2016. Approximately 64% was from federal grants and 10% was from local governmental entities. The remaining 7% was from state grants.

NOTE 12 – SUBSEQUENT EVENTS

The Center has evaluated subsequent events through June 13, 2017, the date which the financial statements were issued. No such events have been identified by the Center for this time period that are required to be recognized or disclosed.

REPORTS ON COMPLIANCE AND INTERNAL CONTROL



ALEXANDER | VAN LOON | SLOAN | LEVENS | FAVRE, PLLC
Certified Public Accountants & Business Consultants

AVL WEALTHCARE, LLC
Wealth Management

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND
OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

June 13, 2017

Board of Directors

Gulf Coast Center for Nonviolence, Inc.

(Formerly known as Gulf Coast Women's Center for Nonviolence, Inc.)

Biloxi, Mississippi

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Gulf Coast Center for Nonviolence, Inc. (a nonprofit organization), which comprise the statement of financial position as of December 31, 2016, and the related statements of activities, cash flows, and functional expenses for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated June 13, 2017.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Gulf Coast Center for Nonviolence, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Gulf Coast Center for Nonviolence, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of the Gulf Coast Center for Nonviolence, Inc.'s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Board of Directors
Gulf Coast Center for Nonviolence, Inc.
(Formerly known as Gulf Coast Women's Center for Nonviolence, Inc.)
June 13, 2017

Internal Control Over Financial Reporting (Continued)

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Gulf Coast Center for Nonviolence, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Alexander, Van Loon, Sloan, Levens, & Favre, PLLC

ALEXANDER, VAN LOON, SLOAN, LEVENS & FAVRE, PLLC
Certified Public Accountants
Gulfport, Mississippi



ALEXANDER | VAN LOON | SLOAN | LEVENS | FAVRE, PLLC
Certified Public Accountants & Business Consultants

AVL WEALTHCARE, LLC
Wealth Management

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE
FOR THE MAJOR PROGRAM AND ON INTERNAL CONTROL
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

June 13, 2017

Board of Directors
Gulf Coast Center for Nonviolence, Inc.
(Formerly known as Gulf Coast Women's Center for Nonviolence, Inc.)
Biloxi, Mississippi

Report on Compliance for the Major Federal Program

We have audited Gulf Coast Center for Nonviolence, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on Gulf Coast Center for Nonviolence, Inc.'s major federal program for the year ended December 31, 2016. Gulf Coast Center for Nonviolence, Inc.'s major federal program is identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for Gulf Coast Center for Nonviolence, Inc.'s major federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Gulf Coast Center for Nonviolence, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the major federal program. However, our audit does not provide a legal determination of Gulf Coast Center for Nonviolence, Inc.'s compliance.

Board of Directors
Gulf Coast Center for Nonviolence, Inc.
(Formerly known as Gulf Coast Women's Center for Nonviolence, Inc.)
June 13, 2017

Opinion on the Major Federal Program

In our opinion, Gulf Coast Center for Nonviolence, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended December 31, 2016.

Report on Internal Control Over Compliance

Management of Gulf Coast Center for Nonviolence, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Gulf Coast Center for Nonviolence, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on the major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for the major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Gulf Coast Center for Nonviolence, Inc.'s internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Alexander, Van Loon, Sloan, Levens, & Favre, PLLC

ALEXANDER, VAN LOON, SLOAN, LEVENS & FAVRE, PLLC
Certified Public Accountants
Gulfport, Mississippi

GULF COAST CENTER FOR NONVIOLENCE, INC.
(Formerly known as GULF COAST WOMEN'S CENTER FOR NONVIOLENCE, INC.)
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED DECEMBER 31, 2016

Federal Grantor/Pass-Through Grantor/ Program or Cluster Title	Federal CFDA Number	Identifying Number	Federal Expenditures
U.S. Department of Housing and Urban Development			
Passed through the City of Pascagoula: Community Development Block Grants	14.218	64-0634613	\$ 7,000
Passed through the Mississippi Home Corporation: Emergency Shelter Grants Program	14.231	1727-ESG-GCWC-15 1727-ESG-GCWC-16 1725-ESG-AHS-15 1727-ESG-AHS-16	83,309 17,626 55,403 9,208
			<u>165,546</u>
Special Needs Assistance Program- Supportive Housing Program	14.235	MS 0022L 4G 031 306 MS 0022L 4G 031 407 MS 0025L 4G 031 306 MS 0025L 4G 031 407	21,190 23,159 19,840 25,763
			<u>89,952</u>
<i>Total U.S. Department of Housing and Urban Development</i>			<u>262,498</u>
U.S. Department of Justice			
Passed through the Mississippi Department of Public Safety: Crime Victim Assistance	16.575	14VA5231 14VA9271	134,066 41,536
			<u>175,602</u>
Passed through the Mississippi Department of Health: Crime Victim Assistance	16.575	VA-15-009 V 15 001	193,466 39,405
			<u>232,871</u>
Violence Against Women Formula Grants	16.588	14SV5231 15SV5231 14SX5231 15SX5231	16,168 16,286 20,715 13,123
			<u>66,292</u>
Passed through the Mississippi Coalition Against Sexual Assault Rural Education and Prevention Program (REAP)	16.524	2015-WL-AX-0054	178,915
Transitional Housing Assistance for Victims of Domestic Violence, Dating Violence, Stalking, or Sexual Assault	16.736	2013-WH-AX-0010 2013-WH-AX-0016	89,036 14,571
			<u>103,607</u>
<i>Total U.S. Department of Justice</i>			<u>757,287</u>

GULF COAST CENTER FOR NONVIOLENCE, INC.
(Formerly known as GULF COAST WOMEN'S CENTER FOR NONVIOLENCE, INC.)
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (Continued)
FOR THE YEAR ENDED DECEMBER 31, 2016

<u>Federal Grantor/Pass-Through Grantor/ Program or Cluster Title</u>	<u>Federal CFDA Number</u>	<u>Identifying Number</u>	<u>Federal Expenditures</u>
U.S. Department of Health and Human Services			
Passed through the State of Mississippi			
Department of Health:			
Family Violence Prevention and Services	93.671	64-0634613	<u>107,312</u>
Preventive Health and Health Services			
Block Grant	93.136	64-0634613	<u>26,626</u>
Injury Prevention and Control Research and			
State and Community Based Programs	93.991	64-0634613	<u>9,074</u>
Passed through the State of Mississippi			
Department of Mental Health:			
Projects for Assistance in Transition			
from Homelessness (PATH)	93.150	HMO066433	<u>24,719</u>
Block Grants for Community Mental			
Health Services	93.958	CM08-8411	<u>36,870</u>
<i>Total U.S. Department of Health and Human Services</i>			<u>204,601</u>
U.S. Department of Homeland Security			
Passed through the United Way of Jackson and			
George Counties			
Emergency Food and Shelter Program	97.024	LRO 513600-011	<u>3,009</u>
<i>Total U.S. Department of Homeland Security</i>			<u>3,009</u>
Total Expenditures of Federal Awards			<u><u>\$ 1,227,395</u></u>

GULF COAST CENTER FOR NONVIOLENCE, INC.
(Formerly known as GULF COAST WOMEN'S CENTER FOR NONVIOLENCE, INC.)
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED DECEMBER 31, 2016

NOTE 1- BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (Schedule) is included in the federal award activity of Gulf Coast Center for Nonviolence, Inc. under programs of the federal government for the year ended December 31, 2016. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Gulf Coast Center for Nonviolence, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of Gulf Coast Center for Nonviolence, Inc.

NOTE 2- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the schedule of expenditures of federal awards are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. The cost principles are applied based on the period of expenditures.

The Gulf Coast Center for Nonviolence, Inc. has not elected to use the 10 percent de minimis indirect cost rate as allowed under the Uniform Guidance.

GULF COAST CENTER FOR NONVIOLENCE, INC.
(Formerly known as GULF COAST WOMEN'S CENTER FOR NONVIOLENCE, INC.)
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED DECEMBER 31, 2016

Section I – Summary of Auditors' Results

Financial Statements

Type of auditors' report issued	Unmodified
Internal Control over financial reporting:	
Material Weaknesses identified?	No
Significant Deficiencies identified that are not considered to be material weaknesses?	None reported
Noncompliance material to financial statements noted?	No

Federal Awards

Internal Control Over Major Programs:	
Material Weaknesses identified?	No
Significant Deficiencies identified that are not considered to be material weaknesses?	None reported
Type of auditors' report issued on compliance for major programs	Unmodified
Any audit findings disclosed that are required to be reported in accordance with 2 CFR section 200.516(a)?	No

Program tested as major program:

<u>CFDA Number(s)</u>	<u>Name of Federal Program</u>
16.575	Crime Victim Assistance

Dollar threshold used to distinguish between type A and B Programs	\$750,000
Auditee qualified as low-risk auditee?	Yes

GULF COAST CENTER FOR NONVIOLENCE, INC.
(Formerly known as GULF COAST WOMEN'S CENTER FOR NONVIOLENCE, INC.)
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED DECEMBER 31, 2016

Section II – Financial Statement Findings

None

Section III – Federal Award Findings

None

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 _____, 2018, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE A DONATION OF FUNDS TO THE HARRISON COUNTY SOIL AND WATER CONSERVATION DISTRICT PURSUANT TO MISS. CODE ANN. §§ 21-19-65 and 21-17-1(8) (REV. 2015), AND FOR RELATED PURPOSES

WHEREAS, pursuant to Miss. Code Ann. § 21-19-65 (Rev. 2015), a municipality may “expend monies from the municipal general fund to match any other funds for the purpose of supporting social and community service programs including, but not limited to, juvenile residential treatment centers; juvenile and half-way houses; prenatal care facilities; child day care facilities; mentally ill and alcoholics half-way houses; child and adult emergency shelters; elderly home health aides programs” ; and

WHEREAS, pursuant to Miss. Code Ann. § 21-17-1(8) (Rev. 2015), a municipality may “expend municipal funds to match any state, federal or private funding or any program administered by ... any nonprofit organization that is exempt under 26 USCS Section 501(c)(3) from paying federal income tax; and

WHEREAS, the City of Gulfport desires to donate matching funds, in the amount of \$20,000.00 to the Gulf Coast Center for Nonviolence, Inc., a social and community service program (as contemplated by Miss. Code Ann. § 21-19-65) and a tax exempt nonprofit organization (as contemplated by Miss. Code Ann. § 21-17-1(8) to match funding received by the Gulf Coast Center for Nonviolence, Inc., from US Department of Justice, Department of Mental Health and US Department of Housing and Urban Development; 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 matching funds, via special check which is hereby authorized, in the amount of \$20,000.00 to the Gulf Coast Center for Nonviolence, Inc.

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 _____, 2018.

(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 _____, 2018.

APPROVED:

MAYOR



Gulf Coast Center for Nonviolence, Inc.

P.O. Box 333

Biloxi, MS 39533

Office 228-436-3809 Fax 228-435-0513 Crisis Line 800-800-1396

March 14, 2018

Ronda S. Cole, Clerk of Council / CMDCC
City of Gulfport
2309 15th Street
Gulfport, Mississippi 39501

RE: City of Gulfport funding allocation to Gulf Coast Center for Nonviolence
via: rcole@gulfport-ms.gov

Ms. Cole:

The Gulf Coast Center for Nonviolence (Center) is thankful for the City of Gulfport's continued support over the years, especially for your 2018 funding allocation of \$5,000 since local funding is more critical now than ever for our agency. These funds will afford us the opportunity to continue providing comprehensive programs and services to victims of domestic violence, sexual assault, stalking, and homicide in South Mississippi.

To underscore the importance of Gulfport's funding allocation, we'd like to state that while the \$5,000 allotment awarded to the Center will not solely fund any one of our positions or programs offered on the Gulf Coast, it will accompany the funds from a variety of other local, state, and federal sources to fulfill the agency's budgeted needs through essential and diversified funding.

Funding sources exceeding \$5,000 for the Center include: US Department of Justice, including Stop Violence Against Women, Sexual Assault Services Grant, and Transitional Housing Program; Department of Mental Health; Department of Health, including Family Violence Prevention and Services Act, Rape Prevention and Education Program, and Victims of Crime Act; US Department of Housing and Urban Development, including Emergency Solutions Grant, Continuum of Care Supportive Housing Programs, and Community Development Block Grant.

For over 40 years, the Center has focused on providing the most effective and innovative services to individuals who have been impacted by domestic violence, sexual assault, and homicide; comprehensive, educational programs for all ages; and collaboration with other agencies to provide prevention and awareness in order to reduce incidences of violence within homes and the community.

Please contact me at 228.436.3809 or at sriley@gcwcfn.org if I can provide any additional information or answer any questions.

Sincerely,

Stacey Riley, LCSW
Chief Executive Officer



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Leisure Services

Date: 03/14/2018

Subject: Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport at the Gulf Coast Symphony Orchestra, Inc., and the Barbeque Under The Oaks and for related purposes.

Recommendation:

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2018, 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 GULF COAST SYMPHONY ORCHESTRA, INC., AND THE BARBEQUE UNDER THE OAKS, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport is proud to support the Gulf Coast Symphony Orchestra, Inc., which brings music of all genre and enjoyment of the arts to many residents of the City of Gulfport and the entire Gulf Coast and to visitors to our area with such events as concerts, Peppermint Pops and the annual Memorial Day weekend concert held at the City's Jones Park; and

WHEREAS, the Gulf Coast Symphony Orchestra hosts its annual fundraiser, Barbeque Under the Oaks at Gulfport's Centennial Plaza and, as a result, brings hundreds of persons to Gulfport to enjoy the possibilities, resources and opportunities of the City of Gulfport; and

WHEREAS, the Gulf Coast Symphony Orchestra has solicited in-kind donations from the City of Gulfport to serve as an official sponsor of the Gulf Coast Symphony Orchestra/s 2018 Barbeque Under the Oaks which will promote the City of Gulfport to individuals from around the United States who attend their various musical offerings; 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 expenditures to provide the in-kind assistance to the Barbeque Under the Oaks, as a sponsor of the Gulf Coast Symphony Orchestra's Barbeque Under the Oaks, serves the purposes of advertising and bringing into favorable notice the opportunities, possibilities and resources of the municipality, and constitutes 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 and resources as set forth in Exhibit A hereto to sponsor (i.e., “Marinade” level sponsorship) the Gulf Coast Symphony Orchestra’s 2018 Barbeque Under the Oaks and to advertise 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 _____, 2018.

(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 _____, 2018.

APPROVED:

MAYOR

Exhibit A

- 3-4 officers (approximate cost is \$900.00)
- 2 portable light plants (in house items)
- additional barricades that are placed out on grounds at centennial plaza for event (in house items)
- 8 standard portolets
2 handicap portolets
6 handwash stations
1 – 30 yard dumpster
Cost = \$1,420.00



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Terri Goad, Purchasing
Purchasing

Date: 03/01/2018

Subject:

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.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Terri Goad, Procurement Specialist

Date: March 1, 2018

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

The City of Gulfport Police Department is requesting approval to purchase 250 Drawstring backpack, 500 bottles with police hats, and 100 blue footballs. Items are being purchased for activities for the citizens of Gulfport with emphasis on engaging children. The total approximate cost is \$1,978.40 – 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 _____, 2018, 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 \$1,978.40 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 \$1,978.40, 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 _____, 2018.

(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 an emphasis on engaging children. On April 14, 2018, the Gulfport Police Department will participate in a family oriented event, "Rod, Reel, and Roux" in Jones Park.

We are requesting your approval to purchase promotional items to support the above mentioned event with the purchase of drawstring backpacks, bottles with police hats, and blue footballs. The total cost is approximately \$1,978.40.



Amy Barrett

228-863-2231

abarrett.geiger.com

February 28, 2018

Quote for Gulfport Police Department

Item 3071 Drawstring backpack

250 @ 1.35 = 337.50

Set up 50.00

Freight estimate 50.00

Total 437.50

Item 67900 Bottle with police hat frosted with blue

500 @ 1.25 each = 625.00

Set up 45.00

Freight estimate 186.90

Total 856.90

Item T813

8 Inch Spryo football blue

100 @ 4.29 = 429.00

Set up 55.00

Freight estimate 200.00

Total 684.00

Thank you, amy





Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Terri Goad, Purchasing
Purchasing

Date: 02/27/2018

Subject:

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

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Terri Goad, Procurement Specialist

Date: February 27, 2018

**Re: Promotional Items Request
City of Gulfport Urban Development**

The City of Gulfport Urban Development Department is requesting approval to purchase 1,000 Carpenter Pencils with full color imprint. Items are being purchased for participation in the 2018 Home Builders Association MS Cost 31 home show. These are pencils they want to give away at their booth. The total approximate cost is \$717.20 – 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 Urban Development 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 \$717.20 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 Urban Development Department, is hereby authorized to expend municipal funds in the amount of \$717.20, 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

CLAY'S PRINT SHOP, INC.
1513 24TH AVENUE
GULFPORT, MS 39501
228-868-8244 • FAX: 228-868-8245
E-mail: claysprintshop@aol.com

Quote

Feb. 26, 2018

**Attn: Gary Anderson
City of Gulfport**

Re: Imprinted Pencils

**Carpenter Pencils
White w/ Full Color Imprint
Qty: 1000
Price ea.: .67
Shipping: \$47.20**

Total: \$717.20

Thank you!



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Terri Goad, Purchasing
Purchasing

Date: 03/06/2018

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

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Terri Goad, Procurement Specialist

Date: March 6, 2018

**Re: Request Permission to Purchase Promotional Items
Department of Leisure Services**

The Department of Leisure Services frequently sponsors activities for the citizens of Gulfport such as refreshments for Senior BBQ and Kids Health Fair, after hour marketing events for the Sportsplex, ribbon cutting and opening of Sportsplex expansion and Advertising for the Harbor Waterway Guide and South Outdoors. The total approximate cost is \$25,000.00 – see attached quote.

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.”

Terri K. Goad

From: James Dyer
Sent: Tuesday, March 06, 2018 2:59 PM
To: Terri K. Goad
Cc: Connie Debenport; Mary Collins
Subject: advertising etc

Please place on the next agenda for approval

Advertising for the harbor this is in the Waterway Guide and Gulf south outdoors approx. \$10,000.

Refreshments for ribbon cutting and opening of sportsplex expansion \$3,500.

After hours marketing event for the sportsplex expansion, refreshments, food, drinks, etc \$3,500. (not sure if we will need this)

Adverting for the sportsplex expansion (not sure if we will need this) \$2,500.

Kids Health fair Aug \$2,000.

Sr BBQ refreshments, drinks, food, etc. June or July \$3,500.

Thank you
Jim

\$25,000.00 TOTAL

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 _____, 2018, the following Resolution:

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

WHEREAS, the City of Gulfport regularly participates in functions, recruiting and community outreach efforts promoting a good relationship between the City and the community that it serves; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising in the event by having an opportunity to promote the City of Gulfport to individuals from around the Gulf South; and it finds that pursuant to the authority of Miss. Code Ann. §17-3-1 (Rev. 2003) and Miss. Code Ann. §17-3-3 (Rev.2003) that an expenditure of approximately \$25,000.00 for the purchase of ribbon cutting, refreshments for events such as opening of Sportsplex expansion, Senior BBQ, Kids Health Fair, after hours marketing events for the Sportsplex expansion, and Advertising for the Harbor Waterway Guide and Gulf South outdoors. The items identified hereto serves the purposes of advertising and bringing into favorable notice the opportunities, possibilities and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

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

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

Section 2. That the City of Gulfport, by and through the City Council and Administration, is hereby authorized to expend municipal funds in the approximate amount of \$25,000.00 for Advertising for Harbor in the Waterway Guide and Gulf South Outdoors, refreshments for events such as Senior BBQ, Kids Health Fair, ribbon cutting and opening of Sportsplex expansion.

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 _____, 2018.

(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 _____, 2018.

APPROVED:

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Leah Holland, Manager
General Finance

Date: 03/06/2018

Subject: Budget Amendment #23 - to increase Federal Forfeiture Funds Budget for receipt of funds in the amount of \$345,346.89, for use by the Police Department.

Recommendation:

City of Gulfport

Budget Amendment Request

Fund Name	Police Forfeiture	Date	02/28/18
Department #	276	Budget Entry #	2018-23
Department Name	Federal Shared Forfeiture		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Operating Supplies	4,499	-	15,000	19,499
Other Services	10,000		10,000	20,000
Capital Outlay	228,011	-	320,347	548,357
Total	242,510	-	345,347	587,857

Police Revenue 275-492800	345,347
---------------------------	---------

The Police Department is requesting a Budget Amendment to increase funds for receipt of Federal Forfeiture Funds in the amount of \$345,346.89 through electronic deposit from DEA. (Increase: 276-610700 operating \$15,000; 276-622300 training \$10,000 and 276-630100 Capital Outlay \$320,346.89).

Amendment # 2018-23

Gulfport Police Department

Memo

To: Mayor Billy Hewes and City Council Members

From: Chief Leonard Papania

Date: February 28, 2018

Re: Budget Amendment

Gulfport Police Department received Automated Email Notification from DEA sharing the following electronic deposits of forfeited funds.

CATS ID (13-DEA-588623)	\$ 2,181.01
CATS ID (17-DEA-633393)	\$ 312,093.60
CATS ID (17-DEA-634271)	\$ 219.38
CATS ID (16-DEA-624476)	\$ 29,024.58
CATS ID (17-DEA-629398)	\$ 1,828.32

Account Number	Increase Expend.	Increase Revenue
Federal Shared Revenue 275-492800		345,346.86
Operating – 276-610700	15,000.00	
Training – 276-622300	10,000.00	
Capital – 276-630100	320,346.89	
TOTAL	345,346.89	345,346.89

This amendment must be spread on the Council minutes so the funds can be spent according to federal, state and local statutes. Therefore, I ask that you place this amendment be placed on the next Council agenda.

Your consideration of this request is very much appreciated.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Veronica Weaver, Assistant Budget Analyst
Public Works

Date: 03/06/2018

Subject: Budget Amendment #24 - to increase paving project funds received from Harrison County.

Recommendation:

City of Gulfport

Budget Amendment Request

Fund Name	<u>Capital Projects</u>	Date	<u>03/09/18</u>
Department #	<u>100</u>	Budget Entry #	<u>2018-24</u>
Department Name	<u>Capital Projects</u>		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
40th Street Paving	-	-	50,000	50,000
19th Street Paving	-	-	43,400	43,400
John Ross Road Paving	-	-	123,000	123,000
Trace Drive/Angela Drive	-	-	41,480	41,480
Total	-	-	257,880	257,880
Capital Project Revenue-Reimb	-		257,880	257,880

Public Works is requesting to increase paving projects due to receiving reimbursement from Harrison County. These funds were bond funds used for the bridge project and this will replace those funds.



**DEPARTMENT OF
PUBLIC WORKS**

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

Budget Amendment

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

Public Works & Engineering
4050 Hewes Ave
Gulfport, MS 39507

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

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

Date: March 6, 2018

Subject: Budget Amendment to reflect reimbursement of Bond funds and to set up corresponding new paving project accounts

Account (Project)	Increase
100-560100 Capital Projects Fund- other revenues	\$ 257,880.36
358-640100 (40 th St Paving from Washington Ave to E Dead End Cr)	50,000.00
358-640100 (19 th St Paving from 49 th Ave to 42 nd Ave)	43,400.00
358-640100 (John Ross Rd Paving from 605 MDOT R.O.W. to O'Neal Rd)	123,000.00
358-640100 (Trace Dr/Angela Dr/Whitney Dr Paving)	41,480.36
Total Expenditures	\$ 257,880.36

The Department of Public Works is requesting a Budget Amendment to increase accounts for funds received on February 6, 2018, from Harrison County via check #366920 related to the Lorraine Road Bridge at Biloxi River project-02394.

We request to fund five new paving projects as shown above with the funds received and to allow the Finance Department to create the appropriate new bond paving project accounts.

Please place on the March 20, 2018, City Council Agenda.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Pam Winston, Grants
Police Department

Date: 03/06/2018

Subject: Budget Amendment #25 - to budget forfeiture funds received from Coastal Narcotics Enforcement Team (CNET).

Recommendation:

City of Gulfport

Budget Amendment Request

Fund Name	CNET	Date	03/09/18
Department #	285/286	Budget Entry #	2018-25
Department Name			

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Task Force Operating Supplies	84,268	695	2,925	87,888
	-			-
	-	-		-
				-
Total	84,268	695	2,925	87,888
CNET Revenue	-	695	2,925	3,620

To record revenue received and budget expenditures from CNET

Amendment # 2018-25

Gulfport Police Department

Interoffice Memo

Date: March 6, 2018

To: Mayor Billy Hewes and City Council Members

From: Leonard Papania, Chief of Police

Re: Budget Amendment

The following check was received and I ask that you deposit the amount into the listed line items in the Coastal Narcotics Enforcement Team budget.

This money comes from CNET case where MBN shared part of a forfeiture.

Check Number 6546 in the amount of \$2,925.25

Total..... \$2,925.25

Revenue line item 285-492600.....\$2,925.25

Expense line items to be increased:

286-610700 Police Narcotics Task Force Operating Supplies \$2,925.25

This amendment must be spread on the Council minutes so the funds can be spent according to federal, state and local statutes. Therefore, I ask that you place this on the next Council agenda.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Sherry Dulaney, Accounts Payable Supervisor
Accounts Payable

Date: 03/12/2018

Subject: Docket of Claims - to be approved through March 21, 2018.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Nellie Henry, Urban Development Clerk
Code Enforcement

Date: 03/09/2018

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

Recommendation:

Memorandum

To: Mayor Billy Hewes and Gulfport City Council

From: Greg Pietrangelo, Director
Department of Urban Development

Date: March 9, 2018

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 20th day of March, 2018.

Please place the attached item on the Council agenda for March 20, 2018.

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: March 9, 2018

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: 0710J-01-015.000. Lot 190, Villa Del Rey Subd. awarded to Henderson Lawn Service, LLC for \$175.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 3941 Monterey Drive. (Watkins)
- Parcel 2: 0811E-04-017.000. This parcel awarded to Twin City Lawn Care for \$1240.00 to board up and secure all openings located at 3103 22nd Street. (Hill Est.)

WARD 2

- Parcel 3: 0711I-02-010.000. Lot 10, Blk. 1, Hungerford Add. awarded to Twin City Lawn Care for \$800.00 to remove inoperable vehicle(s) from site located at 3420 12th Street. (Far Reach Inv. LLC)

WARD 3

- Parcel 4: 0810N-03-009.000. N 40 Ft. of Lots 13-15 Inc., Blk. 6, and Standard Land awarded to B & B Construction for \$3400.00 to demolish all structures including removal of steps, slabs, driveways and sidewalks located at 3012 23rd Avenue. (Brown)(**Demo**)

WARD 4

- Parcel 5: 0910N-01-018.000. This parcel awarded to Twin City Lawn Care for \$45.00 to remove or weatherproof tires located at 3207 F Avenue. (Mitrenga)
- Parcel 6: 0909P-01-019.000. This parcel awarded to B & B Construction for \$350.00 to remove inoperable vehicle(s). Move backhoe out of residential area located at 11562 Otto Avenue. (Fiegenbaum)

Total: \$6514.00

There came on for consideration at a meeting of the Mayor and Members of the Council of the City of Gulfport, Mississippi, held on the **20th** day of **March, 2018**, 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: | 0710J-01-015.000. Lot 190, Villa Del Rey Subd. awarded to Henderson Lawn Service, LLC for \$175.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 3941 Monterey Drive. (Watkins) |
| Parcel 2: | 0811E-04-017.000. This parcel awarded to Twin City Lawn Care for \$1240.00 to board up and secure all openings located at 3103 22nd Street. (Hill Est.) |
| Parcel 3: | 0711I-02-010.000. Lot 10, Blk. 1, Hungerford Add. awarded to Twin City Lawn Care for \$800.00 to remove inoperable vehicle(s) from site located at 3420 12th Street. (Far Reach Inv. LLC) |
| Parcel 4: | 0810N-03-009.000. N 40 Ft. of Lots 13-15 Inc., Blk. 6, and Standard Land awarded to B & B Construction for \$3400.00 to demolish all structures including removal of steps, slabs, driveways and sidewalks located at 3012 23rd Avenue. (Brown) |
| Parcel 5: | 0910N-01-018.000. This parcel awarded to Twin City Lawn Care for \$45.00 to remove or weatherproof tires located at 3207 F Avenue. (Mitrenga) |
| Parcel 6: | 0909P-01-019.000. This parcel awarded to B & B Construction for \$350.00 to remove inoperable vehicle(s). Move backhoe out of residential area located at 11562 Otto Avenue. (Fiegenbaum) |

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 _____, 2018.

(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 _____, 2018.

APPROVED:

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Leah Holland, Manager
General Finance

Date: 03/12/2018

Subject: Check Register - from Associated Adjusters for workers' compensation and general liability claims for the month of February 2018 - to be made a part of the minutes.

Recommendation:

To: Mayor Billy Hewes
Council President F.B. "Rusty" Walker, IV
Councilwoman Ella Holmes-Hines
Councilwoman Cara L. Pucheu
Councilman Kenneth L. Casey, Sr.
Councilman Ronald "Ron" Roland
Councilman Myles Sharp
Councilman Robert "R. Lee" Flowers

CC: Dr. John Kelly, CAO

From: Linda Elias, Comptroller

Date: March 1, 2018

Re: Monthly Check Register from Associated Adjusters

Attached are the reports from Associated Adjusters of payments made on Workers' Compensation and General Liability claims for the month of February 2018, to be approved and spread on the minutes of the March 20, 2018, Council meeting.

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

March 01, 2018

Check Register

Page 1 of 3

9:10 am

Report Criteria: Transaction Date Range = 2/1/2018 - 2/28/2018 Filter = Checking Account Description = 'City of Gulfport-HB Claims Contingency ' and Checking Account = 'City of Gulfport-HB Claims Contingency '

Checking Account Is City of Gulfport-HB Claims Contingency

Transaction Type Transaction Date	Check Number Void Date	Payee Name	Transaction Amount
Check 02/05/2018	21283	Copeland, Cook, Taylor & Bush, P.A.	\$4,321.85
Check 02/05/2018	21284	Copeland, Cook, Taylor & Bush, P.A.	\$19,442.03
Check 02/06/2018	21285	John Barnes	\$243.55
Check 02/06/2018	21286	Beach Pharmacy, Inc.	\$16.58
Check 02/08/2018	21287	SMB Radiology, PA	\$19.69
Check 02/08/2018	21288	Professional Pathology Association	\$36.89
Check 02/08/2018	21289	SMB Radiology, PA	\$97.16
Check 02/08/2018	21290	Beach Pharmacy, Inc.	\$111.52
Check 02/08/2018	21291	CompToday	\$136.86
Check 02/08/2018	21292	SMB Radiology, PA	\$375.29
Check 02/08/2018	21293	Memorial Hospital	\$435.94
Check 02/08/2018	21294	New Cedar Lake Surgery Center, LLC	\$610.51
Check 02/08/2018	21295	Beach Pharmacy, Inc.	\$802.30
Check 02/08/2018	21296	Luis Garcia	\$974.08
Check 02/12/2018	21297	GULF COAST IMAGING, P. A.	\$20.32
Check 02/12/2018	21298	Merit Health Biloxi	\$186.63
Check 02/12/2018	21299	John Barnes	\$955.64
Check 02/15/2018	21300	Wayne Payne	\$1,911.28
Check 02/20/2018	21301	Sartin's Discount Drugs	\$53.40
Check 02/20/2018	21302	Nicholas Olds	\$286.70
Check 02/21/2018	21303	Merlissia Lewis & her attorney	\$30,000.00
Check 02/21/2018	21304	Supreme Court of Mississippi	\$20.00
Check 02/22/2018	21305	Terry C Smith, MD, Neurosurgeon	\$64.80
Check 02/22/2018	21306	Rehabilitation, Inc.	\$80.00
Check 02/22/2018	21307	Bienville Orthopaedic Specialists, LLC	\$89.10
Check 02/22/2018	21308	Rehabilitation, Inc.	\$95.00
Check 02/22/2018	21309	Mississippi Emergency Physician Services	\$129.11
Check 02/22/2018	21310	Bienville Orthopaedic Specialists, LLC	\$131.26
Check 02/22/2018	21311	Jackson Co Anesthesia	\$150.00

March 01, 2018
9:10 am

Check Register

Page 2 of 3

Report Criteria: Transaction Date Range = 2/1/2018 - 2/28/2018 Filter = Checking Account Description = 'City of Gulfport-HB Claims Contingency ' and Checking Account = 'City of Gulfport-HB Claims Contingency '
Checking Account Is City of Gulfport-HB Claims Contingency

Transaction Type	Check Number	Payee Name	Transaction Amount
Transaction Date	Void Date		
Check	21312	Jackson Co Anesthesia	\$150.00
02/22/2018			
Check	21313	Bienville Orthopaedic Specialists, LLC	\$160.05
02/22/2018			
Check	21314	RN Resources, Inc.	\$317.52
02/22/2018			
Check	21315	South Mississippi Home Health Inc	\$1,500.00
02/22/2018			
Check	21316	SMB Radiology, PA	\$15.88
02/23/2018			
Check	21317	Beach Pharmacy, Inc.	\$61.84
02/23/2018			
Check	21318	edeposition.com	\$142.50
02/23/2018			
Check	21319	Bienville Orthopaedic Specialists, LLC	\$185.22
02/23/2018			
Check	21320	Bienville Orthopaedic Specialists, LLC	\$237.50
02/23/2018			
Check	21321	Memorial Hospital at Gulfport	\$261.23
02/23/2018			
Check	21322	Wayne Payne	\$955.64
02/23/2018			
Check	21323	John Barnes	\$955.64
02/23/2018			
Check	21324	Luis Garcia	\$974.08
02/23/2018			
Check	21325	SMB Radiology, PA	\$165.10
02/23/2018			
Check	21326	Associated Managed Care	\$5,320.97
02/23/2018			
Check	21327	Copeland, Cook, Taylor & Bush, P.A.	\$172.50
02/28/2018			
Check	21328	Copeland, Cook, Taylor & Bush, P.A.	\$676.00
02/28/2018			
Check	21329	Copeland, Cook, Taylor & Bush, P.A.	\$14,100.41
02/28/2018			
Check	21330	United States District Court Clerk	\$400.00
02/28/2018			
Check Totals (48)			\$88,549.67
Charge/Check Totals (48)			\$88,549.67
Checks less Voids/Reimbursements			\$88,549.67
City of Gulfport-HB Claims Contingency Totals			\$(88,549.67)

March 01, 2018
9:10 am

Check Register

Page 3 of 3

Report Criteria:

Transaction Date Range = 2/1/2018 - 2/28/2018 Filter = Checking Account Description = 'City of
Gulfport-HB Claims Contingency ' and Checking Account = 'City of Gulfport-HB Claims Contingency '

Grand Totals

\$(88,549.67)

9:06 am

Report Criteria: Filter = Checking Account Description = 'City of Gulfport-HB Claims Contingency ' and Branch = 'Associated Adjusters International' and LOB = 'Workers' Compensation' and Begin Date = '02/01/2018' and End Date = '02/28/2018' and Branch = 'Associated Adjusters International'

Group 1: Tier 2 Name is Beautification - 430

FH Claim	Issued Date	Payment Type	Payee Name	Check Num	Tran. Type	Tran. Date	Tran. Amount
AAI-0035359	02/23/2018	Medical to Provider	SMB Radiology, PA	21316	Check	02/23/2018	\$15.88
Beautification - 430 Totals							\$15.88

Group 1: Tier 2 Name is Fire - 290

FH Claim	Issued Date	Payment Type	Payee Name	Check Num	Tran. Type	Tran. Date	Tran. Amount
AAI-0035589	02/08/2018	Medical to Provider	Memorial Hospital	21293	Check	02/08/2018	\$435.94
AAI-0035646	02/08/2018	Medical to Provider	New Cedar Lake Surgery Center, LLC	21294	Check	02/08/2018	\$610.51
AAI-0035646	02/22/2018	EXPENSE	Rehabilitation, Inc.	21308	Check	02/22/2018	\$95.00
AAI-0035646	02/22/2018	Medical to Provider	Jackson Co Anesthesia	21311	Check	02/22/2018	\$150.00
AAI-0035646	02/22/2018	Medical to Provider	Jackson Co Anesthesia	21312	Check	02/22/2018	\$150.00
AAI-0035551	02/23/2018	EXPENSE	Associated Managed Care	21326	Check	02/23/2018	\$2,099.32
AAI-0035589	02/23/2018	EXPENSE	Associated Managed Care	21326	Check	02/23/2018	\$11.46
Fire - 290 Totals							\$3,552.23

Group 1: Tier 2 Name is Gen Admin - 145

FH Claim	Issued Date	Payment Type	Payee Name	Check Num	Tran. Type	Tran. Date	Tran. Amount
AAI-0032437	02/23/2018	EXPENSE	Associated Managed Care	21326	Check	02/23/2018	\$30.56
Gen Admin - 145 Totals							\$30.56

Group 1: Tier 2 Name is Leisure Services - 411

FH Claim	Issued Date	Payment Type	Payee Name	Check Num	Tran. Type	Tran. Date	Tran. Amount
AAI-0035186	02/08/2018	Medical to Provider	CompToday	21291	Check	02/08/2018	\$136.86
AAI-0035491	02/20/2018	Medical to Provider	Sartin's Discount Drugs	21301	Check	02/20/2018	\$53.40
AAI-0035186	02/21/2018	Indemnity	Marfissia Lewis & her attorney	21303	Check	02/21/2018	\$30,000.00
AAI-0035186	02/22/2018	Medical to Provider	Terry C Smith, MD, Neurosurgeon	21305	Check	02/22/2018	\$64.80
AAI-0035186	02/22/2018	EXPENSE	RN Resources, Inc.	21314	Check	02/22/2018	\$317.52
AAI-0035186	02/23/2018	EXPENSE	Associated Managed Care	21326	Check	02/23/2018	\$1.66
AAI-0035452	02/23/2018	EXPENSE	Associated Managed Care	21326	Check	02/23/2018	\$48.88
AAI-0035491	02/23/2018	EXPENSE	Associated Managed Care	21326	Check	02/23/2018	\$95.24
Leisure Services - 411 Totals							\$30,721.36

Group 1: Tier 2 Name is Police - 213

FH Claim	Issued Date	Payment Type	Payee Name	Check Num	Tran. Type	Tran. Date	Tran. Amount
AAI-0035553	02/08/2018	Medical to Claimant	John Barnes	21285	Check	02/06/2018	\$243.55
AAI-0035642	02/08/2018	Medical to Provider	Beach Pharmacy, Inc.	21286	Check	02/08/2018	\$16.58
AAI-0035642	02/08/2018	Medical to Provider	SMB Radiology, PA	21287	Check	02/08/2018	\$19.69
AAI-0035372	02/08/2018	Medical to Provider	Professional Pathology Association	21288	Check	02/08/2018	\$36.89
AAI-0035642	02/08/2018	Medical to Provider	SMB Radiology, PA	21289	Check	02/08/2018	\$97.16
AAI-0035642	02/08/2018	Medical to Provider	Beach Pharmacy, Inc.	21290	Check	02/08/2018	\$111.52

9:06 am

Report Criteria: Filter = Checking Account Description = 'City of Gulfport-HB Claims Configency ' and Branch = 'Associated Adjusters International' and LOB = 'Workers' Compensation' and Begin Date = '02/01/2018' and End Date = '02/28/2018' and Branch = 'Associated Adjusters International'

Group 1: Tier 2 Name is Police - 213

FH Claim	Issued Date	Payment Type	Payee Name	Check Num	Tran. Type	Tran. Date	Tran. Amount
AAI-0035642	02/08/2018	Medical to Provider	SMB Radiology, PA	21292	Check	02/08/2018	\$375.29
AAI-0035642	02/08/2018	Medical to Provider	Beach Pharmacy, Inc.	21295	Check	02/08/2018	\$802.30
AAI-0035642	02/08/2018	Indemnity	Luis Garcia	21296	Check	02/08/2018	\$974.08
AAI-0035637	02/12/2018	Medical to Provider	GULF COAST IMAGING, P. A.	21297	Check	02/12/2018	\$20.32
AAI-0035637	02/12/2018	Medical to Provider	Merit Health Biloxi	21298	Check	02/12/2018	\$186.63
AAI-0035553	02/12/2018	Indemnity	John Barnes	21299	Check	02/12/2018	\$955.64
AAI-0034938	02/15/2018	Indemnity	Wayne Payne	21300	Check	02/15/2018	\$1,911.28
AAI-0034694	02/20/2018	Indemnity	Nicholas Olds	21302	Check	02/20/2018	\$286.70
AAI-0035642	02/22/2018	EXPENSE	Rehabilitation, Inc.	21306	Check	02/22/2018	\$80.00
AAI-0035406	02/22/2018	Medical to Provider	Bienville Orthopaedic Specialists, LLC	21307	Check	02/22/2018	\$89.10
AAI-0035637	02/22/2018	Medical to Provider	Mississippi Emergency Physician Services	21309	Check	02/22/2018	\$129.11
AAI-0032831	02/22/2018	Medical to Provider	Bienville Orthopaedic Specialists, LLC	21310	Check	02/22/2018	\$131.26
AAI-0035553	02/22/2018	Medical to Provider	Bienville Orthopaedic Specialists, LLC	21313	Check	02/22/2018	\$160.05
AAI-0035642	02/22/2018	Medical to Provider	South Mississippi Home Health Inc	21315	Check	02/22/2018	\$1,500.00
AAI-0035642	02/23/2018	Medical to Provider	Beach Pharmacy, Inc.	21317	Check	02/23/2018	\$61.84
AAI-0035553	02/23/2018	Medical to Provider	Bienville Orthopaedic Specialists, LLC	21319	Check	02/23/2018	\$185.22
AAI-0035553	02/23/2018	Medical to Provider	Bienville Orthopaedic Specialists, LLC	21320	Check	02/23/2018	\$237.50
AAI-0035642	02/23/2018	Medical to Provider	Memorial Hospital at Gulfport	21321	Check	02/23/2018	\$261.23
AAI-0034938	02/23/2018	Indemnity	Wayne Payne	21322	Check	02/23/2018	\$955.64
AAI-0035553	02/23/2018	Indemnity	John Barnes	21323	Check	02/23/2018	\$955.64
AAI-0035642	02/23/2018	Indemnity	Luis Garcia	21324	Check	02/23/2018	\$974.08
AAI-0035642	02/23/2018	Medical to Provider	SMB Radiology, PA	21325	Check	02/23/2018	\$165.10
AAI-0034817	02/23/2018	EXPENSE	Associated Managed Care	21326	Check	02/23/2018	\$48.88
AAI-0034938	02/23/2018	EXPENSE	Associated Managed Care	21326	Check	02/23/2018	\$174.39
AAI-0035520	02/23/2018	EXPENSE	Associated Managed Care	21326	Check	02/23/2018	\$343.10
AAI-0035587	02/23/2018	EXPENSE	Associated Managed Care	21326	Check	02/23/2018	\$1,203.74
AAI-0035642	02/23/2018	EXPENSE	Associated Managed Care	21326	Check	02/23/2018	\$6.96
AAI-0035553	02/23/2018	EXPENSE	Associated Managed Care	21326	Check	02/23/2018	\$1,253.78

Police - 213 Totals

\$14,954.25

Grand Total

\$49,274.28

Report Criteria:
Filter = Checking Account Description = 'City of Gulfport-HB Claims Contingency' and Branch = 'Associated Adjusters International' and LOB in (General Liability, Homeowners, Professional, Property, Vehicle/Auto) and Begin Date = '02/01/2018' and End Date = '02/28/2018' and Branch = 'Associated Adjusters International'

Group 1: Tier 2 Name is Gen Admin - 145

[illegible]

Group 1: Tier 2 Name is Police - 213

FH Claim	Issued Date	Payment Type	Payee Name	Check Num	Tran. Type	Tran. Date	Tran. Amount
AAI-0032479	02/23/2018	EXPENSE	edeposition.com	21318	Check	02/23/2018	\$142.50
AAI-0033191	02/28/2018	Legal	Copeland, Cook, Taylor & Bush, P.A.	21327	Check	02/28/2018	\$172.50
AAI-0035102	02/28/2018	Legal	United States District Court Clerk	21330	Check	02/28/2018	\$400.00
						Police - 213 Totals	\$715.00

Group 1: Tier 2 Name is Public Works Admin - 313

FH Claim	Issued Date	Payment Type	Payee Name	Check Num	Tran. Type	Tran. Date	Tran. Amount
AAI-0032857	02/21/2018	EXPENSE	Supreme Court of Mississippi	21304	Check	02/21/2018	\$20.00
Public Works Admin - 313 Totals							\$20.00

Group 1: Tier 2 Name is Sewer Operations - 825

FH Claim	Issued Date	Payment Type	Payee Name	Check Num	Tran. Type	Tran. Date	Tran. Amount
AAI-0035321	02/05/2018	Legal	Copeland, Cook, Taylor & Bush, P.A.	21283	Check	02/05/2018	\$4,321.95
AAI-0035321	02/28/2018	Legal	Copeland, Cook, Taylor & Bush, P.A.	21328	Check	02/28/2018	\$676.00
Sewer Operations - 825 Totals							\$4,997.95
Grand Total							\$39,275.39

Grand Total

\$39,275.39



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Leah Holland, Manager
General Finance

Date: 03/12/2018

Subject: Year-To-Date Budget Report - for the month of February 2018 - to be made a part of the minutes.

Recommendation:



Comptroller

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

City Hall
2309 15th St.
Gulfport, MS 39501

MEMORANDUM

To: Mayor Billy Hewes
Council President F.B. 'Rusty' Walker, IV
Councilman Kenneth L. Casey, Sr.
Councilman Robert 'R. Lee' Flowers
Councilwoman Ella Holmes-Hines
Councilwoman Cara L. Pucheu
Councilman Ronald "Ron" Roland
Councilman Myles Sharp

CC: Dr. John Kelly, CAO

From: Linda Elias, Comptroller

Date: March 12, 2018

Re: Year-To-Date Budget Report for the Month Ending February 28, 2018

Please find attached a year-to-date budget report for the month ending February 28, 2018, representing the fifth (5th) month of the City's 2018 fiscal year.

The first thirteen (13) pages of the report present summary financial information of all City Funds on a Department basis. Following the summary financial information section of the report is a summary of the City's current budgeted capital projects. Financial information contained within this section is presented on a funding source and "project" basis – expenditures only.

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

City of Gulfport

Year-to-date budget report

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Second Report

Capital Projects Detail by Project

Last 3 pages

CITY OF GULFPORT

YTD BUDGET REPORT AS OF FEBRUARY 28, 2018

FOR 2018 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
010 GENERAL FUND							
000 REVENUES							
40 PROPERTY TAXES	-19,660,000	-19,660,000	-12,515,035.18	-8,919,174.68	.00	-7,144,964.82	63.7%
41 SALES TAX	-21,162,929	-21,162,929	-9,083,093.87	-2,163,071.94	.00	-12,079,835.13	42.9%
42 LICENSES AND PERMITS	-1,445,685	-1,445,685	-468,508.62	-234,230.45	.00	-977,176.38	32.4%
43 FRANCHISE FEES	-3,735,000	-3,735,000	-1,789,507.79	-44,823.09	.00	-1,945,492.21	47.9%
44 GAMING FEES	-4,108,061	-4,108,061	-1,195,106.39	.00	.00	-2,912,954.61	29.1%
45 GRANTS FEDERAL	-849,905	-738,144	-119,871.89	-4,888.34	.00	-618,272.40	16.2%
47 GRANTS OTHER	-1,684,944	-1,684,944	-401,969.99	-121,995.82	.00	-1,282,974.01	23.9%
48 FINES AND FORFEITS	-1,302,631	-1,302,631	-459,939.06	-109,096.45	.00	-842,691.94	35.3%
49 INTERGOVERNMENTAL	-2,032,976	-2,032,976	-227,960.12	-96,524.45	.00	-1,805,015.88	11.2%
50 CHARGES FOR SERVICE	-2,252,945	-2,400,156	-367,819.42	-116,554.57	1,199.92	-2,033,536.15	15.3%
51 INTEREST EARNED	-22,299	-22,299	-8.27	.00	.00	-22,290.73	.0%
56 MISC REVENUE	-204,495	-204,495	-60,447.54	-11,666.69	.00	-144,047.46	29.6%
58 OTHER FINANCING SRCE	0	0	-16,000.00	-7,000.00	.00	16,000.00	100.0%
TOTAL REVENUES	-58,461,870	-58,497,320	-26,705,268.14	-11,829,026.48	1,199.92	-31,793,251.72	45.7%
111 EXECUTIVE							
60 PERSONAL SERVICES	289,621	289,621	110,886.07	10,971.88	.00	178,734.93	38.3%
61 SUPPLIES	1,200	1,200	335.06	129.22	.00	864.94	27.9%
62 OTHER SERVICES	24,115	24,115	4,973.71	669.20	-84.56	19,225.85	20.3%
TOTAL EXECUTIVE	314,936	314,936	116,194.84	11,770.30	-84.56	198,825.72	36.9%
115 LEGISLATIVE							
60 PERSONAL SERVICES	383,108	383,108	151,290.19	15,121.34	.00	231,817.31	39.5%
61 SUPPLIES	5,700	5,700	2,434.63	914.51	58.20	3,207.17	43.7%
62 OTHER SERVICES	1,681,774	1,681,774	283,552.62	28,971.77	54,750.00	1,343,471.38	20.1%
63 CAPITAL OUTLAY	12,311	12,311	.00	.00	.00	12,311.00	.0%
TOTAL LEGISLATIVE	2,082,893	2,082,893	437,277.44	45,007.62	54,808.20	1,590,806.86	23.6%
125 JUDICIAL							

CITY OF GULFPORT

YTD BUDGET REPORT AS OF FEBRUARY 28, 2018

FOR 2018 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
60 PERSONAL SERVICES	1,174,026	1,174,026	405,846.55	42,258.21	.00	768,179.45	34.6%
61 SUPPLIES	15,700	15,700	3,949.50	.00	3,531.04	8,219.46	47.6%
62 OTHER SERVICES	505,096	505,096	183,653.52	32,678.76	71,969.05	249,473.43	50.6%
63 CAPITAL OUTLAY	5,000	5,000	.00	.00	.00	5,000.00	.0%
TOTAL JUDICIAL	1,699,822	1,699,822	593,449.57	74,936.97	75,500.09	1,030,872.34	39.4%
135 LEGAL							
60 PERSONAL SERVICES	1,028,493	1,028,493	375,906.77	36,037.56	.00	652,586.23	36.5%
61 SUPPLIES	5,079	5,079	1,332.22	455.26	45.00	3,701.78	27.1%
62 OTHER SERVICES	306,779	306,779	108,065.29	5,584.43	21,360.37	177,353.34	42.2%
63 CAPITAL OUTLAY	8,000	8,000	.00	.00	.00	8,000.00	.0%
TOTAL LEGAL	1,348,351	1,348,351	485,304.28	42,077.25	21,405.37	841,641.35	37.6%
145 GENERAL ADMINISTRATION							
60 PERSONAL SERVICES	2,309,486	2,309,486	891,609.33	88,967.24	.00	1,417,876.72	38.6%
61 SUPPLIES	97,782	97,782	18,645.89	3,661.85	3,429.52	75,706.59	22.6%
62 OTHER SERVICES	1,589,848	1,589,848	867,361.81	278,967.05	-116,089.84	838,576.02	47.3%
63 CAPITAL OUTLAY	370,065	370,065	51,189.88	1,515.72	3,976.43	314,898.69	14.9%
TOTAL GENERAL ADMINISTRATION	4,367,181	4,367,181	1,828,806.91	373,111.86	-108,683.89	2,647,058.02	39.4%
175 PUBLIC TRANSPORTATION							
62 OTHER SERVICES	356,933	356,933	162,996.00	81,498.00	.00	193,937.00	45.7%
TOTAL PUBLIC TRANSPORTATION	356,933	356,933	162,996.00	81,498.00	.00	193,937.00	45.7%
212 POLICE							
60 PERSONAL SERVICES	15,104,930	14,773,158	5,593,692.15	558,210.67	.00	9,179,466.31	37.9%
61 SUPPLIES	1,267,354	1,284,886	491,366.68	108,028.20	123,208.17	670,310.72	47.8%
62 OTHER SERVICES	1,773,475	1,837,163	686,663.95	123,185.94	21,845.68	1,128,653.21	38.6%

CITY OF GULFPORT

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FOR 2018 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
63 CAPITAL OUTLAY	0	28,510	26,427.67	.00	958.33	1,124.00	96.1%
TOTAL POLICE	18,145,759	17,923,717	6,798,150.45	789,424.81	146,012.18	10,979,554.24	38.7%
290 FIRE							
60 PERSONAL SERVICES	11,377,006	11,377,006	4,304,674.36	442,913.83	261.47	7,072,070.17	37.8%
61 SUPPLIES	534,134	555,991	206,263.34	55,720.22	80,156.21	269,571.00	51.5%
62 OTHER SERVICES	596,573	619,073	217,234.71	35,965.36	28,865.46	372,972.83	39.8%
63 CAPITAL OUTLAY	126,000	244,396	10,931.02	3,010.55	109,553.35	123,911.63	49.3%
TOTAL FIRE	12,633,713	12,796,466	4,739,103.43	537,609.96	218,836.49	7,838,525.63	38.7%
309 PUBLIC WORKS							
60 PERSONAL SERVICES	1,550,857	1,550,857	596,667.35	58,578.26	.00	954,189.65	38.5%
61 SUPPLIES	1,320,245	1,256,095	446,777.68	103,556.33	112,469.70	696,847.62	44.5%
62 OTHER SERVICES	3,877,326	3,919,319	1,734,339.28	309,889.24	1,683,951.76	501,027.67	87.2%
63 CAPITAL OUTLAY	135,023	111,841	179,494.05	4,181.56	.00	-67,653.46	160.5%
64 CAPITAL PROJECTS	477	50,477	5,073.30	.00	.00	45,404.16	10.1%
TOTAL PUBLIC WORKS	6,883,928	6,888,589	2,962,351.66	476,205.39	1,796,421.46	2,129,815.64	69.1%
325 ENGINEERING							
60 PERSONAL SERVICES	513,793	513,793	206,037.13	21,257.89	.00	307,755.87	40.1%
61 SUPPLIES	9,114	9,114	2,347.93	962.50	200.00	6,566.07	28.0%
62 OTHER SERVICES	1,899,465	1,899,465	650,761.85	138,279.62	14,187.69	1,234,515.46	35.0%
63 CAPITAL OUTLAY	4,000	4,000	.00	.00	.00	4,000.00	.0%
TOTAL ENGINEERING	2,426,372	2,426,372	859,146.91	160,500.01	14,387.69	1,552,837.40	36.0%
407 LEISURE SERVICES							
60 PERSONAL SERVICES	3,135,937	3,135,937	1,162,835.62	113,394.74	.00	1,973,101.38	37.1%
61 SUPPLIES	901,072	901,072	241,825.89	61,019.03	107,574.51	551,671.60	38.8%

CITY OF GULFPORT

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FOR 2018 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
62 OTHER SERVICES	1,698,077	1,714,577	664,637.08	127,367.68	112,206.61	937,733.31	45.3%
63 CAPITAL OUTLAY	75,000	275,000	4,445.00	.00	44,931.24	225,623.76	18.0%
65 DEBT SERVICE	114,131	114,131	48,316.17	9,511.22	65,814.83	.00	100.0%
TOTAL LEISURE SERVICES	5,924,217	6,140,717	2,122,059.76	311,292.67	330,527.19	3,688,130.05	39.9%
611 URBAN DEVELOP\BLDG\PLANNING							
60 PERSONAL SERVICES	1,570,274	1,570,274	592,915.71	59,518.26	.00	977,358.29	37.8%
61 SUPPLIES	39,940	39,940	9,401.52	1,568.99	.00	30,538.48	23.5%
62 OTHER SERVICES	220,471	220,471	118,480.60	28,814.79	2,626.15	99,364.25	54.9%
TOTAL URBAN DEVELOP\BLDG\PLANNING	1,830,685	1,830,685	720,797.83	89,902.04	2,626.15	1,107,261.02	39.5%
621 ECONOMIC DEVELOPMENT							
60 PERSONAL SERVICES	281,455	281,455	81,963.61	8,288.83	.00	199,491.39	29.1%
61 SUPPLIES	14,100	14,100	4,283.10	788.65	158.85	9,658.05	31.5%
62 OTHER SERVICES	102,951	102,951	16,285.14	3,529.84	.00	86,665.86	15.8%
63 CAPITAL OUTLAY	236,000	236,000	11,558.60	.00	233.33	224,208.07	5.0%
TOTAL ECONOMIC DEVELOPMENT	634,506	634,506	114,090.45	12,607.32	392.18	520,023.37	18.0%
901 OPERATION TRANSFERS							
66 OPERATING TRANSFERS	938,447	938,447	.00	.00	.00	938,447.00	.0%
TOTAL OPERATION TRANSFERS	938,447	938,447	.00	.00	.00	938,447.00	.0%
TOTAL GENERAL FUND	1,125,872	1,252,294	-4,765,538.61	-8,823,082.28	2,553,348.47	3,464,483.92	-176.7%
TOTAL REVENUES	-58,461,870	-58,497,320	-26,705,268.14	-11,829,026.48	1,199.92	-31,793,251.72	
TOTAL EXPENSES	59,587,742	59,749,614	21,939,729.53	3,005,944.20	2,552,148.55	35,257,735.64	
030 DISASTER RELIEF							
000 REVENUES							

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FOR 2018 05

030	DISASTER RELIEF	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
45	GRANTS FEDERAL	-1,382,084	-1,382,084	-146,919.06	.00	.00	-1,235,164.94	10.6%
46	GRANTS STATE	0	0	-42,559.97	.00	.00	42,559.97	100.0%
	TOTAL REVENUES	-1,382,084	-1,382,084	-189,479.03	.00	.00	-1,192,604.97	13.7%
	TOTAL DISASTER RELIEF	-1,382,084	-1,382,084	-189,479.03	.00	.00	-1,192,604.97	13.7%
	TOTAL REVENUES	-1,382,084	-1,382,084	-189,479.03	.00	.00	-1,192,604.97	

100 CAPITAL PROJECTS

000 REVENUES

45	GRANTS FEDERAL	-8,920,081	-16,059,477	-2,222,247.00	-934,915.02	.00	-13,837,229.93	13.8%
46	GRANTS STATE	-38,883,787	-38,883,787	-2,190,093.00	.00	.00	-36,693,693.83	5.6%
51	INTEREST EARNED	0	0	-9,516.66	-9,516.66	.00	9,516.66	100.0%
56	MISC REVENUE	-1,000,000	-1,572,500	-667,880.36	-257,880.36	.00	-904,619.64	42.5%
57	OPERATING TRANSFERS	-1,735,289	-1,735,289	.00	.00	.00	-1,735,288.92	.0%
58	OTHER FINANCING SRCE	0	-40,580,237	-40,580,236.70	.00	.00	.00	100.0%
64	CAPITAL PROJECTS	0	197,453	.00	.00	.00	197,452.99	.0%
65	DEBT SERVICE	0	588,516	588,515.83	.00	.00	.00	100.0%
	TOTAL REVENUES	-50,539,157	-98,045,321	-45,081,457.89	-1,202,312.04	.00	-52,963,862.67	46.0%

345 CAPITAL PROJECTS - CAP

62	OTHER SERVICES	756,227	775,346	259,679.09	33,256.33	268,165.54	247,501.73	68.1%
63	CAPITAL OUTLAY	1,526,941	1,526,941	106,168.57	51,796.89	1,420,771.79	.55	100.0%
64	CAPITAL PROJECTS	63,238,952	67,952,352	9,921,403.74	2,108,722.66	11,980,918.03	46,050,030.66	32.2%
65	DEBT SERVICE	100,959	100,959	150,958.99	20,191.80	.00	-50,000.00	149.5%
	TOTAL CAPITAL PROJECTS - CAP	65,623,079	70,355,599	10,438,210.39	2,213,967.68	13,669,855.36	46,247,532.94	34.3%

440 CAPITAL PRJS-LEISURE/HARBOR

64	CAPITAL PROJECTS	0	1,399,659	5,636.65	5,636.65	1,394,021.39	.47	100.0%
	TOTAL CAPITAL PRJS-LEISURE/HARBOR	0	1,399,659	5,636.65	5,636.65	1,394,021.39	.47	100.0%

CITY OF GULFPORT

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FOR 2018 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL CAPITAL PROJECTS	15,083,922	-26,290,063	-34,637,610.85	1,017,292.29	15,063,876.75	-6,716,329.26	74.5%
TOTAL REVENUES	-50,539,157	-98,831,289	-45,669,973.72	-1,202,312.04	.00	-53,161,315.66	
TOTAL EXPENSES	65,623,079	72,541,226	11,032,362.87	2,219,604.33	15,063,876.75	46,444,986.40	
200 COMMUNITY DEVELOPMENT							
000 REVENUES							
45 GRANTS FEDERAL	0	0	-798,559.89	.00	.00	798,559.89	100.0%
51 INTEREST EARNED	0	0	-112.02	.00	.00	112.02	100.0%
TOTAL REVENUES	0	0	-798,671.91	.00	.00	798,671.91	100.0%
511 COMMUNITY DEVELOPMENT							
60 PERSONAL SERVICES	59,488	59,488	39,689.79	3,978.97	.00	19,798.65	66.7%
61 SUPPLIES	4,100	4,100	.00	.00	.00	4,100.00	.0%
62 OTHER SERVICES	22,807	22,807	1,271.57	172.53	.00	21,535.43	5.6%
64 CAPITAL PROJECTS	76,411	76,411	.00	.00	.00	76,410.69	.0%
TOTAL COMMUNITY DEVELOPMENT	162,806	162,806	40,961.36	4,151.50	.00	121,844.77	25.2%
513 HOME CONSORTIUM							
60 PERSONAL SERVICES	157,389	157,389	52,452.94	5,185.08	.00	104,936.54	33.3%
61 SUPPLIES	9,500	9,500	281.08	.00	.00	9,218.92	3.0%
62 OTHER SERVICES	50,490	50,490	405.68	74.62	.00	50,084.32	.8%
85 HOME CONSORTIUM	125,384	125,384	54,098.70	.00	.00	71,285.30	43.1%
TOTAL HOME CONSORTIUM	342,763	342,763	107,238.40	5,259.70	.00	235,525.08	31.3%
514 CDBG SUPPLEMENTAL FUNDS-KATRINA							
62 OTHER SERVICES	512,913	512,913	70,541.00	23,400.75	188,168.46	254,204.00	50.4%
64 CAPITAL PROJECTS	5,016,469	5,016,469	611,534.34	.00	115,465.01	4,289,469.70	14.5%
TOTAL CDBG SUPPLEMENTAL FUNDS-KAT	5,529,383	5,529,383	682,075.34	23,400.75	303,633.47	4,543,673.70	17.8%

CITY OF GULFPORT

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FOR 2018 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL COMMUNITY DEVELOPMENT	6,034,952	6,034,952	31,603.19	32,811.95	303,633.47	5,699,715.46	5.6%
TOTAL REVENUES	0	0	-798,671.91	.00	.00	798,671.91	
TOTAL EXPENSES	6,034,952	6,034,952	830,275.10	32,811.95	303,633.47	4,901,043.55	

210 POLICE AND FIRE RETIREMENT

000 REVENUES

40 PROPERTY TAXES	-1,028,046	-1,028,046	-612,748.35	-437,453.22	.00	-415,297.65	59.6%
49 INTERGOVERNMENTAL	-34,000	-34,000	.00	.00	.00	-34,000.00	.0%
TOTAL REVENUES	-1,062,046	-1,062,046	-612,748.35	-437,453.22	.00	-449,297.65	57.7%

211 POLICE AND FIRE RETIREMENT

62 OTHER SERVICES	1,062,046	1,062,046	612,748.35	437,453.22	.00	449,297.65	57.7%
TOTAL POLICE AND FIRE RETIREMENT	1,062,046	1,062,046	612,748.35	437,453.22	.00	449,297.65	57.7%
TOTAL POLICE AND FIRE RETIREMENT	0	0	.00	.00	.00	.00	.0%
TOTAL REVENUES	-1,062,046	-1,062,046	-612,748.35	-437,453.22	.00	-449,297.65	
TOTAL EXPENSES	1,062,046	1,062,046	612,748.35	437,453.22	.00	449,297.65	

275 POLICE FORFEITURE & SEIZURE

000 REVENUES

49 INTERGOVERNMENTAL	0	-3,785	-318,489.40	-314,987.66	.00	314,704.44	8414.6%
51 INTEREST EARNED	0	0	-1,088.45	-152.94	.00	1,088.45	100.0%
TOTAL REVENUES	0	-3,785	-319,577.85	-315,140.60	.00	315,792.89	8443.4%

276 FORFEITURES AND SEIZURES FED

CITY OF GULFPORT

YTD BUDGET REPORT AS OF FEBRUARY 28, 2018

FOR 2018 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
61 SUPPLIES	4,499	4,499	1,078.22	.00	889.00	2,532.18	43.7%
62 OTHER SERVICES	10,000	10,000	.00	.00	723.00	9,277.00	7.2%
63 CAPITAL OUTLAY	228,011	228,011	214,472.57	70,000.00	560.77	12,977.22	94.3%
TOTAL FORFEITURES AND SEIZURES FE	242,510	242,510	215,550.79	70,000.00	2,172.77	24,786.40	89.8%

277 FORFEITURES AND SEIZURES COUNT

61 SUPPLIES	6,084	9,869	6,133.56	.00	2,687.00	1,048.46	89.4%
63 CAPITAL OUTLAY	148,403	148,403	70,000.00	70,000.00	56,381.00	22,022.34	85.2%
TOTAL FORFEITURES AND SEIZURES CO	154,487	158,272	76,133.56	70,000.00	59,068.00	23,070.80	85.4%
TOTAL POLICE FORFEITURE & SEIZURE	396,997	396,997	-27,893.50	-175,140.60	61,240.77	363,650.09	8.4%
TOTAL REVENUES	0	-3,785	-319,577.85	-315,140.60	.00	315,792.89	
TOTAL EXPENSES	396,997	400,782	291,684.35	140,000.00	61,240.77	47,857.20	

285 COASTAL NARCOTICS TASK FORCE

000 REVENUES

49 INTERGOVERNMENTAL	0	-696	-936.90	-241.10	.00	241.10	134.7%
51 INTEREST EARNED	0	0	-309.32	-56.02	.00	309.32	100.0%
TOTAL REVENUES	0	-696	-1,246.22	-297.12	.00	550.42	179.1%

286 POLICE NARCOTICS TASK FORCE

61 SUPPLIES	84,268	84,964	3,179.38	80.40	2,569.87	79,214.75	6.8%
63 CAPITAL OUTLAY	3,356	3,356	1,227.03	.00	.00	2,128.97	36.6%
TOTAL POLICE NARCOTICS TASK FORCE	87,624	88,320	4,406.41	80.40	2,569.87	81,343.72	7.9%
TOTAL COASTAL NARCOTICS TASK FORC	87,624	87,624	3,160.19	-216.72	2,569.87	81,894.14	6.5%
TOTAL REVENUES	0	-696	-1,246.22	-297.12	.00	550.42	
TOTAL EXPENSES	87,624	88,320	4,406.41	80.40	2,569.87	81,343.72	

300 MUNICIPAL DEBT SERVICE

000 REVENUES

CITY OF GULFPORT

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300	MUNICIPAL DEBT SERVICE	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
40	PROPERTY TAXES	-4,525,000	-4,525,000	-2,999,241.90	-2,141,218.39	.00	-1,525,758.10	66.3%
49	INTERGOVERNMENTAL	-116,106	-116,106	.00	.00	.00	-116,106.00	.0%
51	INTEREST EARNED	0	0	-113,572.54	-113,572.54	.00	113,572.54	100.0%
56	MISC REVENUE	-183,000	-183,000	.00	.00	.00	-183,000.00	.0%
57	OPERATING TRANSFERS	-938,447	-938,447	.00	.00	.00	-938,447.00	.0%
	TOTAL REVENUES	-5,762,553	-5,762,553	-3,112,814.44	-2,254,790.93	.00	-2,649,738.56	54.0%

701 DEBT SERVICE

65	DEBT SERVICE	5,802,084	5,802,084	2,878,222.46	134,695.99	97,695.99	2,826,165.55	51.3%
	TOTAL DEBT SERVICE	5,802,084	5,802,084	2,878,222.46	134,695.99	97,695.99	2,826,165.55	51.3%
	TOTAL MUNICIPAL DEBT SERVICE	39,531	39,531	-234,591.98	-2,120,094.94	97,695.99	176,426.99	-346.3%
	TOTAL REVENUES	-5,762,553	-5,762,553	-3,112,814.44	-2,254,790.93	.00	-2,649,738.56	
	TOTAL EXPENSES	5,802,084	5,802,084	2,878,222.46	134,695.99	97,695.99	2,826,165.55	

400 WATER/SEWER UTILITY FUND

000 REVENUES

48	FINES AND FORFEITS	-3,337	-3,337	-577.88	.00	.00	-2,759.12	17.3%
50	CHARGES FOR SERVICE	-33,100,652	-33,100,652	-13,411,193.77	-2,495,245.68	.00	-19,689,458.23	40.5%
51	INTEREST EARNED	-33,022	-33,022	-14,903.93	-14,903.93	.00	-18,118.07	45.1%
56	MISC REVENUE	-1,777,612	-1,777,612	-832,819.72	-137,911.98	.00	-944,792.28	46.9%
	TOTAL REVENUES	-34,914,623	-34,914,623	-14,259,495.30	-2,648,061.59	.00	-20,655,127.70	40.8%

811 UTILITY BILLING

60	PERSONAL SERVICES	964,422	964,422	360,994.29	36,938.59	.00	603,427.71	37.4%
61	SUPPLIES	68,500	68,500	19,759.69	7,443.81	11,663.20	37,077.11	45.9%
62	OTHER SERVICES	2,006,896	2,006,896	144,721.01	24,788.88	21,478.42	1,840,696.57	8.3%
63	CAPITAL OUTLAY	30,000	30,000	735.71	735.71	.00	29,264.29	2.5%
	TOTAL UTILITY BILLING	3,069,818	3,069,818	526,210.70	69,906.99	33,141.62	2,510,465.68	18.2%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
815 WATER OPERATIONS							
61 SUPPLIES	1,823,763	1,823,763	560,343.35	72,745.32	258,103.55	1,005,316.10	44.9%
62 OTHER SERVICES	2,826,250	2,897,397	1,461,650.21	52,977.06	1,197,411.10	238,336.12	91.8%
63 CAPITAL OUTLAY	353,864	214,003	58,565.91	.00	58,063.57	97,373.63	54.5%
TOTAL WATER OPERATIONS	5,003,877	4,935,164	2,080,559.47	125,722.38	1,513,578.22	1,341,025.85	72.8%
825 SEWER OPERATIONS							
60 PERSONAL SERVICES	114,230	114,230	22,199.65	2,177.27	.00	92,030.35	19.4%
61 SUPPLIES	947,120	947,120	347,914.40	102,598.94	112,426.06	486,779.54	48.6%
62 OTHER SERVICES	2,612,008	2,683,155	803,203.16	57,657.85	1,289,174.37	590,777.89	78.0%
63 CAPITAL OUTLAY	0	20,565	16,246.00	4,901.00	.00	4,319.00	79.0%
TOTAL SEWER OPERATIONS	3,673,358	3,765,070	1,189,563.21	167,335.06	1,401,600.43	1,173,906.78	68.8%
835 DEBT SERVICE WATER AND SEWER							
65 DEBT SERVICE	8,466,462	8,466,462	2,658,724.96	171,774.32	.00	5,807,737.04	31.4%
TOTAL DEBT SERVICE WATER AND SEWER	8,466,462	8,466,462	2,658,724.96	171,774.32	.00	5,807,737.04	31.4%
845 HCWWSWMD							
62 OTHER SERVICES	11,223,464	11,223,464	4,898,171.19	585,255.55	3,171,753.64	3,153,539.17	71.9%
TOTAL HCWWSWMD	11,223,464	11,223,464	4,898,171.19	585,255.55	3,171,753.64	3,153,539.17	71.9%
849 WATER AND SEWER PROJECTS							
62 OTHER SERVICES	483,938	530,389	85,668.75	8,260.00	277,562.32	167,157.93	68.5%
63 CAPITAL OUTLAY	269,298	894,298	214,853.17	3,014.70	641,813.74	37,631.32	95.8%
64 CAPITAL PROJECTS	8,325,832	7,654,381	1,268,275.38	222,287.11	3,784,707.44	2,601,397.95	66.0%

CITY OF GULFPORT

YTD BUDGET REPORT AS OF FEBRUARY 28, 2018

FOR 2018 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
65 DEBT SERVICE	20,825	20,825	20,825.05	4,165.01	.00	.00	100.0%
TOTAL WATER AND SEWER PROJECTS	9,099,893	9,099,893	1,589,622.35	237,726.82	4,704,083.50	2,806,187.20	69.2%
TOTAL WATER/SEWER UTILITY FUND	5,622,249	5,645,248	-1,316,643.42	-1,290,340.47	10,824,157.41	-3,862,265.98	168.4%
TOTAL REVENUES	-34,914,623	-34,914,623	-14,259,495.30	-2,648,061.59	.00	-20,655,127.70	
TOTAL EXPENSES	40,536,872	40,559,871	12,942,851.88	1,357,721.12	10,824,157.41	16,792,861.72	

420 JOSEPH T JONES

000 REVENUES

50 CHARGES FOR SERVICE	-828,000	-828,000	-237,537.92	-47,508.01	.00	-590,462.08	28.7%
51 INTEREST EARNED	0	0	-720.85	-720.85	.00	720.85	100.0%
56 MISC REVENUE	-385,000	-385,000	-435,863.95	-841.39	.00	50,863.95	113.2%
TOTAL REVENUES	-1,213,000	-1,213,000	-674,122.72	-49,070.25	.00	-538,877.28	55.6%

445 JOSEPH T JONES

60 PERSONAL SERVICES	308,724	308,724	128,027.57	11,772.52	.00	180,696.43	41.5%
61 SUPPLIES	433,767	412,031	159,746.50	37,798.29	41,501.35	210,783.55	48.8%
62 OTHER SERVICES	893,243	976,243	538,351.36	74,319.62	83,840.80	354,050.84	63.7%
TOTAL JOSEPH T JONES	1,635,734	1,696,998	826,125.43	123,890.43	125,342.15	745,530.82	56.1%
TOTAL JOSEPH T JONES	422,734	483,998	152,002.71	74,820.18	125,342.15	206,653.54	57.3%
TOTAL REVENUES	-1,213,000	-1,213,000	-674,122.72	-49,070.25	.00	-538,877.28	
TOTAL EXPENSES	1,635,734	1,696,998	826,125.43	123,890.43	125,342.15	745,530.82	

500 GROUP HEALTH AND LIFE

000 REVENUES

50 CHARGES FOR SERVICE	-5,849,317	-5,849,317	-2,394,656.50	-11,455.30	.00	-3,454,660.50	40.9%
56 MISC REVENUE	-500,000	-500,000	-82,598.61	-4,138.36	.00	-417,401.39	16.5%
TOTAL REVENUES	-6,349,317	-6,349,317	-2,477,255.11	-15,593.66	.00	-3,872,061.89	39.0%

CITY OF GULFPORT



YTD BUDGET REPORT AS OF FEBRUARY 28, 2018

FOR 2018 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
911 GROUP HEALTH AND LIFE							
62 OTHER SERVICES	6,303,627	6,303,627	2,611,176.23	367,769.39	.00	3,692,450.77	41.4%
TOTAL GROUP HEALTH AND LIFE	6,303,627	6,303,627	2,611,176.23	367,769.39	.00	3,692,450.77	41.4%
TOTAL GROUP HEALTH AND LIFE	-45,690	-45,690	133,921.12	352,175.73	.00	-179,611.12	-293.1%
TOTAL REVENUES	-6,349,317	-6,349,317	-2,477,255.11	-15,593.66	.00	-3,872,061.89	
TOTAL EXPENSES	6,303,627	6,303,627	2,611,176.23	367,769.39	.00	3,692,450.77	
510 CLAIMS CONTINGENCY							
000 REVENUES							
50 CHARGES FOR SERVICE	-2,397,554	-2,397,554	-560,577.14	.00	.00	-1,836,976.86	23.4%
51 INTEREST EARNED	-1,000	-1,000	-10,492.72	-2,039.44	.00	9,492.72	1049.3%
56 MISC REVENUE	-224,000	-224,000	-3,842.75	.00	.00	-220,157.25	1.7%
TOTAL REVENUES	-2,622,554	-2,622,554	-574,912.61	-2,039.44	.00	-2,047,641.39	21.9%
915 CLAIMS CONTINGENCY							
62 OTHER SERVICES	2,601,210	2,601,210	468,340.82	109,893.61	609.21	2,132,259.97	18.0%
TOTAL CLAIMS CONTINGENCY	2,601,210	2,601,210	468,340.82	109,893.61	609.21	2,132,259.97	18.0%
TOTAL CLAIMS CONTINGENCY	-21,344	-21,344	-106,571.79	107,854.17	609.21	84,618.58	496.5%
TOTAL REVENUES	-2,622,554	-2,622,554	-574,912.61	-2,039.44	.00	-2,047,641.39	
TOTAL EXPENSES	2,601,210	2,601,210	468,340.82	109,893.61	609.21	2,132,259.97	
630 POLICE ASSET FORFEITURE FUND							
000 REVENUES							
51 INTEREST EARNED	0	0	-652.72	-124.51	.00	652.72	100.0%
TOTAL REVENUES	0	0	-652.72	-124.51	.00	652.72	100.0%

YTD BUDGET REPORT
AS OF FEBRUARY 28, 2018

FOR 2018 05

630	POLICE ASSET FORFEITURE FUND	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	TOTAL POLICE ASSET FORFEITURE FUN	0	0	-652.72	-124.51	.00	652.72	100.0%
	TOTAL REVENUES	0	0	-652.72	-124.51	.00	652.72	
	GRAND TOTAL	27,364,764	-13,798,536	-40,958,294.69	-10,824,045.20	29,032,474.09	-1,872,715.89	86.4%

** END OF REPORT - Generated by Leah Holland **

YTD PROJECT BUDGET REPORT
AS OF FEBRUARY 28, 2018

FOR 2018 05

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
010 GENERAL FUND							
00100 Bayou Vista Golf Clubhouse an	0	75,000	.00	.00	38,539.80	36,460.20	51.4%
02503 THREE RIVRS RD/CREOSOTE RD WD	477	477	477.45	.00	.00	.01	100.0%
02913 ADA COMPLIANCE PROJECTS	0	50,000	4,595.85	.00	.00	45,404.15	9.2%
TOTAL GENERAL FUND	477	125,477	5,073.30	.00	38,539.80	81,864.36	34.8%
100 CAPITAL PROJECTS							
00100 Bayou Vista Golf Clubhouse an	236,701	236,701	13,110.00	570.00	9,721.25	213,870.17	9.6%
00101 Splash Pad North of Dedeaux R	125,000	125,000	.00	.00	.00	125,000.00	.0%
00103 Sullivan Lane Paving/Kincrest	50,000	53,000	50,098.58	29,638.14	.00	2,901.42	94.5%
00106 Dedeaux Rd widening Phase II	0	6,449,854	167,320.52	127,307.06	5,732,099.59	550,434.29	91.5%
00108 34TH AVE BOX CULVERT	0	119,850	.00	.00	119,850.00	.00	100.0%
00109 SHIP ISLAND FERRY TERMINAL	0	1,399,659	5,636.65	5,636.65	1,394,021.39	.47	100.0%
02341 SEAWAY ROAD WIDENING TEA 21	0	1,607	1,606.58	.00	.00	.00	100.0%
02386 JONES PARK \ HARBOR IMP '07	1,011,885	811,885	.00	.00	.00	811,885.00	.0%
02393 28TH STREET WIDENING(TEA 21)2	1,861,899	1,824,995	453,172.22	65,212.09	1,274,763.01	97,059.69	94.7%
02405 DEDEAUX ROAD WIDENING PHASE 2	2,001,196	93,512	.00	.00	.00	93,512.47	.0%
02444 JONES PARK LIGHTING AND INFRA	316,888	58,692	18,464.74	.00	40,226.78	.00	100.0%
02503 THREE RIVRS RD/CREOSOTE RD WD	3,863	3,863	3,863.08	.00	.00	.00	100.0%
02506 AIRPORT RD WDNG/WASH AVE-4 RN	641,857	641,857	10,211.00	3,825.00	81,476.75	550,169.25	14.3%
02507 WAYFINDING PROJECT	34,890	34,890	1,531.01	.00	.00	33,358.86	4.4%
02508 ORANGE GROVE ROOF	383,261	383,261	.00	.00	.00	383,261.08	.0%
02748 HAR CO DIST 4 PAVING PROJ/LIS	21,436	21,436	.00	.00	.00	21,436.00	.0%
02765 JONES PARK IMP-BARKSDALE DONA	45,182	45,182	15,946.44	.00	29,236.01	.00	100.0%
02770 JONES PARK IMP-LEO SEAL DONAT	110,049	110,049	25,153.57	.00	84,895.43	.00	100.0%
02785 2012 BOND ISSUE-PHASE 5 / 22N	34,062	34,062	.00	.00	.00	34,061.64	.0%
02788 PHASE 8 / E TAYLOR RD	24,326	24,326	.00	.00	.00	24,325.94	.0%
02796 COURTHOUSE	4,901,178	4,951,178	1,694,859.67	110,187.53	3,206,318.57	50,000.00	99.0%
02804 LANDON RD WIDENING	1,265,706	1,265,706	4,199.44	.00	.00	1,261,506.53	.3%
02810 PASS RD TRAFFIC SIGNAL SOFTWA	17,368	17,368	.00	.00	.00	17,367.53	.0%
02814 TIDELANDS 14 YACHT BASIN	227,218	227,218	.00	.00	.00	227,217.50	.0%
02817 TIDELANDS 15-COURTHOUSE RD BO	99,425	99,425	.00	.00	.00	99,425.39	.0%
02818 SEASONAL LIGHT SHOW	122,576	122,576	100,667.00	83,167.00	15,428.00	6,480.58	94.7%
02819 AQUARIUM	41,712,892	42,301,407	3,199,289.95	293,794.29	.00	39,102,117.48	7.6%
02820 TIDELANDS 16-IMPROV JONES YAC	300,000	300,000	3,341.75	3,341.75	31,034.75	265,623.50	11.5%
02821 E TAYLOR RD TRAFFIC STUDY	6,865	6,865	.00	.00	.00	6,865.00	.0%
02822 20TH AVE MATCH	130,000	130,000	.00	.00	.00	130,000.00	.0%

YTD PROJECT BUDGET REPORT
 AS OF FEBRUARY 28, 2018

FOR 2018 05

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
02823 Seaway Road Pedestrian Pathwa	985,380	983,773	.00	.00	120,792.14	862,981.28	12.3%
02824 Tidelands-FY17 Yacht Basin	0	125,000	.00	.00	.00	125,000.00	.0%
02826 Tidelands-FY17 Bulkhead Repai	0	22,500	.00	.00	.00	22,500.00	.0%
02904 AIRPORT ROAD PAVING	100,000	100,000	62,067.00	62,067.00	.00	37,933.00	62.1%
02907 HIGHWAY 49 @ 18TH ST DRAINAGE	5,000	5,000	.00	.00	.00	5,000.00	.0%
02909 EPA STORMWATER PHASE 2 PROJEC	24,611	24,611	24,611.05	24,611.05	.00	.00	100.0%
02914 ROYAL STREET/ST CHARLES DRAIN	19,040	19,040	.00	.00	.00	19,040.22	.0%
02918 MILL RD DRAINAGE PROJECT	40,000	40,000	.00	.00	.00	40,000.00	.0%
02919 53RD AVE BOX CULVERT PROJECT	35,000	35,000	.00	.00	.00	35,000.00	.0%
02920 LEISURE SERVICES PROJECTS	5,262	11,970	.00	.00	.00	11,969.52	.0%
02921 FLAT BRANCH/QUBBIE CREEK PROJ	100,000	705,845	25,935.20	25,935.20	65,556.80	614,353.00	13.0%
02930 SOCCER FIELDS	2,061,182	2,061,182	1,249,496.00	391,396.02	750,687.18	60,999.24	97.0%
02935 BAYOU VIEW ADA IMPROVEMENTS	71,620	21,620	.00	.00	.00	21,619.74	.0%
02940 SOFTBALL FIELD EXPANSION SPOR	4,311,303	4,311,303	3,671,612.11	960,517.35	676,936.32	-37,245.82	100.9%
05441 28TH ST PARK IMPROVEMENTS 14	40,624	40,624	.00	.00	.00	40,623.96	.0%
05849 BRICKYARD BAYOU DRAINAGE	538,452	538,452	126,162.35	.00	5,216.56	407,072.87	24.4%
05850 COFFEE CREEK DRAINAGE/RECREAT	42,384	42,384	1,600.00	.00	4,844.43	35,940.00	15.2%
41147 PLAYGROUND MODULES	54,848	54,848	20,849.44	5,212.36	.00	33,999.05	38.0%
TOTAL CAPITAL PROJECTS	64,120,429	71,038,576	10,950,805.35	2,192,418.49	13,643,104.96	46,444,665.85	34.6%

200 COMMUNITY DEVELOPMENT

05517 VARIOUS PUBLIC FACILITIE/PARK	27,972	27,972	.00	.00	.00	27,971.53	.0%
05801 DOWNTOWN STREET SCAPE ENHANCE	333,029	333,029	65,018.00	17,900.75	188,168.46	79,842.67	76.0%
05849 BRICKYARD BAYOU DRAINAGE	4,207,886	4,207,886	5,523.00	5,500.00	.00	4,202,362.60	.1%
05850 COFFEE CREEK DRAINAGE/RECREAT	988,468	988,468	611,534.34	.00	115,465.01	261,468.43	73.5%
TOTAL COMMUNITY DEVELOPMENT	5,557,354	5,557,354	682,075.34	23,400.75	303,633.47	4,571,645.23	17.7%

400 WATER/SEWER UTILITY FUND

00107 GRAHAM STREET CAVE-IN	0	150,000	97,735.50	97,735.50	39,432.50	12,832.00	91.4%
00108 34TH AVE BOX CULVERT	0	82,546	.00	.00	82,546.00	.00	100.0%
02787 ST PAVING PHASE 7	20,912	20,912	.00	.00	.00	20,911.79	.0%
02922 PW EQUIPMENT	269,298	269,298	214,853.17	3,014.70	20,800.00	33,645.06	87.5%
02940 SOFTBALL FIELD EXPANSION SPOR	180,953	180,953	115,505.98	16,204.41	73,632.55	-8,185.72	104.5%
82562 SEAWAY ISLAND WATER MAIN CONN	49,335	49,335	3,132.50	557.50	12,901.00	33,301.95	32.5%
82564 38TH AVE SEWER PROJECT	214,985	214,985	197,789.00	.00	3,000.00	14,195.54	93.4%
82565 BAYOU VIEW TANK REPLACEMENT	2,650,963	2,650,963	12,083.50	.00	2,638,879.38	.00	100.0%

YTD PROJECT BUDGET REPORT
AS OF FEBRUARY 28, 2018

FOR 2018 05

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
82567 POPLAR CIRCLE CHAMBERLAIN AVE	188,803	188,803	135,663.17	.00	.00	53,139.92	71.9%
82568 PH 1WEST 28TH ST WATER MAIN I	76,060	76,060	.00	.00	.00	76,060.00	.0%
82569 PH 2WEST 28TH ST WATER MAIN I	480,703	480,703	164,945.18	.00	730.37	315,026.95	34.5%
82571 PUMP STATION REHABILITATION	75,007	99,857	71,505.30	.00	2,194.50	26,156.82	73.8%
82572 BENEFIELD SEWER REPLACEMENT	1,065,384	1,290,384	471,618.47	108,323.20	643,765.89	175,000.00	86.4%
82575 FIBER OPTIC COMM PLAN	11,566	11,566	.00	.00	.00	11,565.66	.0%
82578 HERRING ROAD SEWER	12,883	11,891	11,726.75	.00	.00	164.70	98.6%
82579 SAUCIER LN/BEAULAH CHURCH RD	160,470	160,470	17,709.87	4,200.00	5,190.33	137,570.00	14.3%
82580 HWY 49/OR GR/SSWAN/3 RVRS	0	609,490	8,079.91	3,502.50	547,580.59	53,829.50	91.2%
82581 FORREST HEIGHTS SEWER SYSTEM	9,345	9,345	.00	.00	.00	9,345.00	.0%
82582 LAURELWOOD, SULLIVAN, DUCKWRTH	51,434	51,434	19,025.00	.00	.00	32,408.80	37.0%
82583 THREE RVRS FR ONEAL TO DCKWRT	3,700	4,692	.00	.00	4,674.37	17.47	99.6%
82584 THREE RIVERS RD/MAYS RD SEWER	100,449	1,006,449	27,424.00	24.00	7,742.28	971,282.50	3.5%
TOTAL WATER/SEWER UTILITY FUND	5,622,249	7,620,135	1,568,797.30	233,561.81	4,083,069.76	1,968,267.94	74.2%
GRAND TOTAL	75,300,509	84,341,543	13,206,751.29	2,449,381.05	18,068,347.99	53,066,443.38	37.1%

** END OF REPORT - Generated by Leah Holland **



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Henrietta Spaulding, Procurement Specialist
Administration

Date: 03/12/2018

Subject: Public Records Request - for the month of February 2018 - to be made a part of the minutes.

Recommendation:

Public Records Requests Report

To: Mayor Billy Hewes and Council Members

From: Henrietta Spaulding- Records Manager

Subject: February 2018 Records Requests

Date: March 12, 2018

Below is the monthly Records Request Report for February 2018. There were **69** record requests submitted. The amount collected for all thus far is **\$138.30**. Payments are pending for **12** requests. Please feel free to contact me at hlsaulding@gulfport-ms.gov and/or (228)868-5705 Ext 6556.

Department	Requestor	Request Date	Completion Date	Requested Information	Status	Cost
Court	John T Gagne	2/1/2018	2/7/2018	CASE # 12-005634 DOB 6/21/1961	Completed	\$10.00
Court	Claire Matta/Kazlow & Fields, LLC	2/1/2018	2/7/2018	CHRISTOPHER BAZINET DOB 5/6/1988	Completed	\$9.50
Fire	The Claims Center, LLC (Danielle Perry)Rep. Center Point Energy	2/1/2018	2/1/2018	NARRATIVE FOR FIRE REPORT# 17-0008257	Completed	payment
Purchasing	Carrie Middleton	2/1/2018	2/7/2018	CITY'S LEASE AGREEMENT FO R COPIERS/PRINTERS (DOCUMENTS)	Completed	\$0.00
Court	Kevin Hayward	2/1/2018	2/6/2018	Dannell Thompson DOB 9/8/1980 (Court History)	Completed	\$0.00
Court	Matthew A. Becker - U.S. Probation Office	2/2/2018	2/8/2018	Kelly Marlene Lucas, aka Kelly Peters DOB 2/25/1970 (abstracts)	Completed	\$0.00
Fire	Andrew Miner, Esq. - Nalley and Dew, APLC	2/2/2018	2/5/2018	CRASH REPORT 0024-2018222215 FD RECORDS	Completed	\$0.00
Urban Development	Nick Davis	2/5/2018	2/6/2018	GENERAL CONTRACTOR'S LICENSE FOR 17995 RESTORATION CIRCLE (County)	No Documents	\$0.00
Fire	Sokhon Leav	2/5/2018	2/6/2018	POWER LINES STRUCK NEAR 8140 HAWTHORN ST	No Documents	\$0.00
Court	Thomas Law, P. C.	2/6/2018	2/9/2018	DUI Charge (entire file) Daniel A. Coy DOB 6/4/1990	NoLongerNeed	\$0.00
Court	FBI NICS (CFloyd)	2/6/2018	2/12/2018	Sterling Wendell III DOB 12/27/1986	Completed	\$0.00
Fire/UD/UB	Sara Douglas-- Lien One, Inc.*	2/6/2018	2/7 & 15/2018	2535 W DAVID DRIVE	No Documents	\$0.00
Fire	LexisNexis Claims Solutions INC.	2/7/2018	2/7/2018	PHILIP BROWN (FIRE BUILDING 3012 23RD AVE)	Completed	\$4.87
Court	Nathaniel Neyland	2/7/2018	2/7/2018	BEVERLY BROWN DOB 4/6/1955	Completed	\$0.00
Court	Beth Fritz	2/7/2018	2/12/2018	Certified copies of all records Beth Fritz DOB 9/7/1971	Completed	\$20.00
Court	Sandra J. Doll/U.S. Probation Office	2/9/2018	2/12/2018	JULIO C WILLIAMS (ABSTRACTS) DOB 8/15/1982	Completed	\$0.00
Court	FBI NICS	2/9/2018	2/13/2018	COLTON ANTHONY KARNES DOB 7/5/1996 (DISPOSITION)	Completed	\$0.00
Court	FBI NICS	2/12/2018	2/13/2018	Latasha Danielle Kelly/ DOB 3/23/1991	Completed	\$0.00
Fire	Phillips & Associates/Chris Henson	2/12/2018	2/12/2018	1/2/2018 Incident at 37 31st Street	Completed	payment
Court	Leslie Dodd	2/13/2018	2/13/2018	Leslie Dodd/ DOB 8/9/1957/ DUI Certificate of Completion 9/28/2009	Completed	\$0.00
Legal	Pamela Ducas/ Waste Management	2/13/2018	2/27/2018	Solid Waste Collection & Disposal Agreement & Bid Result for 2017 RFP	Completed	\$0.00

Public Records Requests Report

Court	FBI NICS (Lough)	2/13/2018	2/14/2018	Brushad Dijion Crosby / DOB 1/24/1996/ 1/14/3016 Arrest	Completed	\$0.00
Court	FBI NICS (Pamela)	2/13/2018	2/14/2018	Jemareous Deonte Terrell / DOB 7/11/1992/ DOA 8/11/2017	Completed	\$0.00
Police	Nyra A. Law	2/13/2018	2/14/2018	Report for Case #18- 002571/ Vehicle Accident Report	Withdrew	\$0.00
Urban Development	Jonathan Marshall	2/13/2018	2/13/2018	JONATHAN MARSHAL (02/13/18) 1801PC005	Completed	\$5.38
Urban Development	Kelly Nations	2/14/2018	2/16/2018	1510 THORNTON AVE VARIANCE DECISION LETTER 6/30/08	No Documents	\$0.00
Police	L. David Cavino	2/14/2018	2/20/2018	RICHARD MCCOY DOB 12/13/1948 INVESTIGATIVE REPORTS	Completed	\$9.45
Court	Thomas E. Fulghum, Attorney At Law	2/14/2018	2/16/2018	CERTIFIED COPIES OF PLEADINGS & DISPOSITIONS DOB 6/27/1981	Completed	payment
Fire	LexisNexis Claims Solutions INC.	2/15/2018	2/27/2018	CHARLES HARRIS CASE # 18-00974	Completed	\$4.87
Court	Keypoint Government Solutions - Shanon Swingle F079	2/15/2018	2/16/2018	MAURICE GENE HANKINS DOB 11/9/1986	Completed	payment
Legal	Mike	2/15/2018	2/16/2018	NEED THE ORDER FOR NOT ALLOWING PHONES/CAMERAS INSIDE COURT HOUSE	No Documents	\$0.00
Court	NICS	2/16/2018	2/22/2018	DERREIS D. JOHNSON DOB 4/5/1994 (Dispositions)	Completed	\$0.00
Police	Jillian Blake	2/16/2018	2/22/2018	RIGOBERTO HERCULES DOB 3/19/1985	Completed	payment
Court	Brittney Straite KeyPoint Government Solutions	2/16/2018	2/22/2018	CHARLES GLEN HORNER;CHUCK GLEN HOERNER DOB 1/9/1973	Completed	\$4.88
Police	Audrey Fear Med-Trans Corp EMS	2/20/2018	2/20/2018	RICHARD HAYNES DOB 4/28/1986 ACCIDENT REPORT (State Law 63-3- 417)	Denied	\$0.00
Urban Development	Tiffany Benton, Paralegal; Page, Mannino, Peresich & McDermott, PLLC	2/20/2018	2/20/2018	18255 CARDINAL LANE -- ENTIRE FILE	County	\$0.00
Court	Mississippi Department of Corrections/Parole & Probation	2/20/2018	2/22/2018	CARL CHRISTOPHER TATE DOB 2/28/1988	Completed	\$0.00
Urban Development	Andy Sawyer Sawyer Property Management	2/20/2018	2/20/2018	Inspection at 12221Ashleigh Dr units A & B	Completed	\$0.00
UD/UB	Laura Santos/ Property Debt Research	2/20/2018	2/21/2018	13418 TARA HILLS DR UNPAID DOCUMENTS	Completed	\$0.00
Urban Development	Karen Morgan	2/20/2018	2/20/2018	New Business 4 months Oct. Nov. Dec. Jan.	Completed	\$5.37
Police	James Fredo	2/20/2018	2/22/2018	CASE NO 15-010312 ACCIDENT REPORT	Withdrew	\$0.00
Court	Joana Jordan	2/20/2018	2/23/2018	ALL CHARGES DOB 521/1985	Completed	payment
Urban Development	Mellen Theodore / SLK Global Solutions America	2/21/2018	2/27/2018	Open Code Violations & cases, open & expired permits, special assessments & liens at 11129 Reichold Rd	Completed	\$0.00
Court	Nikki Brooks/ Engle Martin & Associates	2/21/2018	2/23/2018	Case # 17-019258	Completed	payment
Fire/Court/Police	Dogan & Wilkinson, PLLC Kendall Howard	2/22/2018	2/27/2018	CHEYENNE KELLY HYER DOB 2/12/2013 (Minor)	No Documents	\$0.00
Fire/Court/Police	Dogan & Wilkinson, PLLC Kendall Howard	2/22/2018	2/27/2018	CASSIE HOPE BARKER DOB 11/14/1989 (Court \$0.00)	Completed	\$20.00

Public Records Requests Report

Court	NICS (Cannon)	2/22/2018	2/27/2018	DEON NAPOLEAN HAMMOND DOB 5/30/1993	No Documents	\$0.00
Court/Police	Amanda K Carroll (maiden Morton)	2/23/2018	3/1 & 2/23/2018	CASE # 09-00-1775 DOB 9/29/1989	Completed	\$9.99
Court	Miranda Weeks	2/23/2018	3/1/2018	CAMI FROMAN RECORDS DOB 11/22/1994	Completed	\$9.00
Fire	Progressive Gulf Insurance Company	2/23/2018	2/23/2018	BOAT FIRE 4708 WASHINGTON AVE	Completed	\$4.87
Urban Development	Siobhan Bailey	2/23/2018	2/26/2018	VIEW PLANS FOR 201 ARKANSAS ST	Completed	payment
Court/Police	Ivan Mascorro, Rodriguez & Morestzsohn, PLLC	2/26/2018	2/28/2018	ALL RECORDS ESTANISALO DIAZ DOB 11/13/1987	Completed	payment
Court	NICS (Morgan)	2/26/2018	3/2/2018	CHARLES NEELY HARSSON II DOB 11/4/1991	Completed	\$0.00
Court	NICS (Wood)	2/26/2018	3/1/2018	CASE # 12-008114 DOB 9/30/1994	No Documents	\$0.00
Court	Grant Gallick	2/26/2018	3/5/2018	DOCKET #201509514 DOB 10/19/1986	Completed	\$5.12
Court	NICS (Holt)	2/27/2018	3/5/2018	Disposition DOB 6/29/1983 Yvette Nicole Johnson	Completed	\$0.00
Police	Steven Hisel	2/27/2018	2/28/2018	Arrest Records DOB 8/21/1961	Completed	payment
Police/Court	Karla Stuart Dumlal	2/27/2018	2/28/2018	Karla Stuart Dumlal -- ARREST AND DISPOSITIONS FROM 1985 - PRESENT	Completed	payment
Court	Terry Lynn Lamey	2/27/2018	3/7/2018	FINAL DISPOSITION DOB 1/2/1969	Completed	\$9.00
Police/Court	Jillian Blake, Esq	2/27/2018	2/28/18 & 3/8	CASE # 07-023-731 DOB 3/19/1985	Completed	\$0.00
Court	MS Gaming Commission	2/27/2018	3/8/2018	ASHONA LAROSE TAYLOR DOB 11/3/1987	Completed	\$0.00
Court	Matthew A. Becker - U.S. Probation Office	2/27/2018	3/9/2018	Albert Craft JR. DOB 3/8/1983	Completed	\$0.00
Police	Courtney Powell, ESq.	2/28/2018	3/1/2018	REPORT # JENNIFER THAYER DOB 5/25/1996	Completed	\$0.00
Court	Keypoint Government Solutions/ Shanon Swingle F079	2/28/2018	3/9/2018	DONALD BEAUGEZ DOB 3/27/1992	Completed	payment
Urban Development	North American Roofing Services, Inc.	2/28/2018	3/1/2018	DOCUMENTATION THAT PERMIT# 201702604 HAS PASSED FINAL INSPECTION & CLOSED	Completed	\$0.00
Fire	Breanna Barnett/ MS Dept. Of CPS	2/28/2018	3/5/2018	SANDRA RAMIREZ DOB 7/9/1983	No Documents	\$0.00
Police	Sanja M. Daniels	2/16/2018	2/20/2018	Call for Services @ 13260 Carriage Circle between 1/1/2018 - present	Completed	\$3.00
Police	Darlana Stratton	2/1/2018	2/5/2018	Call Log Unit 412 1/28 - 2/1 (Resident Name: Kendra Davis)	Completed	\$3.00
TOTAL						\$138.30



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Leah Holland, Manager
General Finance

Date: 03/12/2018

Subject: Bi-weekly payroll reports - for the month of February 2018 - to be made a part of the minutes.

Recommendation:

To: Mayor Billy Hewes
Council President F.B. 'Rusty' Walker, IV
Councilwoman Ella Holmes-Hines
Councilwoman Cara L. Pucheu
Councilman Kenneth L. Casey, Sr.
Councilman Ronald "Ron" Roland
Councilman Myles Sharp
Councilman Robert 'R. Lee' Flowers

CC: Dr. John Kelly, CAO

From: Linda Elias, Comptroller

Date: March 12, 2018

Re: Payroll Journals

Attached are the bi-weekly payroll distribution journals for the month of February 2018, to be approved and spread on the minutes of the March 20, 2018, Council meeting.

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

01/30/2018 16:45
scasey

CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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WARRANT 020118

PAY PERIOD 01/15/2018 to 01/28/2018

CHECK DATE 02/01/2018

YEAR 2018 PERIOD 4
EXPENDITURE ENTRIES
SHORT DESC 020118

GL EFF DATE 01/31/2018
REFERENCE 020118
REFERENCE2 1020118

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
YEAR 2018 PERIOD 4				GL EFF DATE 01/31/2018	
111	600100	4	EXECUTIVE	WAGES AND SALARIES	7,816.85
111	601900		EXECUTIVE	STATE RETIREMENT	1,231.15
111	602200		EXECUTIVE	FICA TAXES	565.04
111	602600		EXECUTIVE	HEALTH INSURANCE	1,336.34
115	600100		LEGISLATIVE	WAGES AND SALARIES	9,598.41
115	601900		LEGISLATIVE	STATE RETIREMENT	1,511.75
115	602200		LEGISLATIVE	FICA TAXES	645.24
115	602600		LEGISLATIVE	HEALTH INSURANCE	3,280.46
125	600100		JUDICIAL	WAGES AND SALARIES	29,838.79
125	601900		JUDICIAL	STATE RETIREMENT	4,670.92
125	602200		JUDICIAL	FICA TAXES	2,146.26
125	602600		JUDICIAL	HEALTH INSURANCE	5,634.68
135	600100		LEGAL	WAGES AND SALARIES	25,954.42
135	601900		LEGAL	STATE RETIREMENT	4,087.83
135	602200		LEGAL	FICA TAXES	1,889.32
135	602600		LEGAL	HEALTH INSURANCE	4,005.54
145	600100		GENERAL ADMINISTRATION	WAGES AND SALARIES	39,665.06
145	601900		GENERAL ADMINISTRATION	STATE RETIREMENT	6,251.97
145	602200		GENERAL ADMINISTRATION	FICA TAXES	2,860.82
145	602600		GENERAL ADMINISTRATION	HEALTH INSURANCE	5,660.80
150	600100		INFORMATION TECHNOLOGY	WAGES AND SALARIES	23,316.47
150	601900		INFORMATION TECHNOLOGY	STATE RETIREMENT	3,596.79
150	602200		INFORMATION TECHNOLOGY	FICA TAXES	1,666.70
150	602600		INFORMATION TECHNOLOGY	HEALTH INSURANCE	4,917.60
213	600100		POLICE OPERATING	WAGES AND SALARIES	353,923.46
213	600400		POLICE OPERATING	OVERTIME	43,209.78
213	601000		POLICE OPERATING	HOLIDAY PAY	9,749.91
213	601900		POLICE OPERATING	STATE RETIREMENT	64,084.03
213	602200		POLICE OPERATING	FICA TAXES	29,389.06
213	602600		POLICE OPERATING	HEALTH INSURANCE	67,631.96
290	600100		FIRE	WAGES AND SALARIES	267,770.50
290	600400		FIRE	OVERTIME	1,663.37
290	601000		FIRE	HOLIDAY PAY	57.21
290	601900		FIRE	STATE RETIREMENT	42,444.98
290	602200		FIRE	FICA TAXES	19,302.67
290	602600		FIRE	HEALTH INSURANCE	50,301.15
313	600100		PUBLIC WORKS ADMIN	WAGES AND SALARIES	16,128.90
313	601900		PUBLIC WORKS ADMIN	STATE RETIREMENT	2,549.75
313	602200		PUBLIC WORKS ADMIN	FICA TAXES	1,184.97
313	602600		PUBLIC WORKS ADMIN	HEALTH INSURANCE	1,551.52
315	600100		TRAFFIC CONTROL AND SAFETY	WAGES AND SALARIES	10,800.71
315	600400		TRAFFIC CONTROL AND SAFETY	OVERTIME	654.62
315	601900		TRAFFIC CONTROL AND SAFETY	STATE RETIREMENT	1,813.67
315	602200		TRAFFIC CONTROL AND SAFETY	FICA TAXES	849.21
315	602600		TRAFFIC CONTROL AND SAFETY	HEALTH INSURANCE	2,013.08
335	600100		MAINTENANCE GARAGE	WAGES AND SALARIES	15,461.72
335	601900		MAINTENANCE GARAGE	STATE RETIREMENT	2,439.95

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CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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WARRANT 020118

PAY PERIOD 01/15/2018 to 01/28/2018

CHECK DATE 02/01/2018

YEAR 2018 PERIOD 4
EXPENDITURE ENTRIES
SHORT DESC 020118

GL EFF DATE 01/31/2018
REFERENCE 020118
REFERENCE2 1020118

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
335	602200		MAINTENANCE GARAGE	FICA TAXES	1,134.88
335	602600		MAINTENANCE GARAGE	HEALTH INSURANCE	1,687.43
325	600100		ENGINEERING	WAGES AND SALARIES	15,647.03
325	601900		ENGINEERING	STATE RETIREMENT	2,190.37
325	602200		ENGINEERING	FICA TAXES	1,144.80
325	602600		ENGINEERING	HEALTH INSURANCE	2,092.53
411	600100		LEISURE SERVICES	WAGES AND SALARIES	61,271.60
411	600100	41130	LEISURE SERVICES	WAGES AND SALARIES	1,240.44
411	600100	41133	LEISURE SERVICES	WAGES AND SALARIES	718.45
411	600100	41136	LEISURE SERVICES	WAGES AND SALARIES	6,085.60
411	600100	41138	LEISURE SERVICES	WAGES AND SALARIES	121.78
411	600100	41140	LEISURE SERVICES	WAGES AND SALARIES	1,103.30
411	600100	41142	LEISURE SERVICES	WAGES AND SALARIES	63.62
411	600100	41144	LEISURE SERVICES	WAGES AND SALARIES	2,395.99
411	600400		LEISURE SERVICES	OVERTIME	1,035.10
411	600400	41140	LEISURE SERVICES	OVERTIME	62.06
411	600400	41144	LEISURE SERVICES	OVERTIME	11.87
411	601900		LEISURE SERVICES	STATE RETIREMENT	9,721.06
411	601900	41130	LEISURE SERVICES	STATE RETIREMENT	195.37
411	601900	41133	LEISURE SERVICES	STATE RETIREMENT	113.16
411	601900	41136	LEISURE SERVICES	STATE RETIREMENT	963.21
411	601900	41138	LEISURE SERVICES	STATE RETIREMENT	19.18
411	601900	41140	LEISURE SERVICES	STATE RETIREMENT	183.54
411	601900	41142	LEISURE SERVICES	STATE RETIREMENT	10.02
411	601900	41144	LEISURE SERVICES	STATE RETIREMENT	379.24
411	602200		LEISURE SERVICES	FICA TAXES	4,526.09
411	602200	41130	LEISURE SERVICES	FICA TAXES	91.24
411	602200	41133	LEISURE SERVICES	FICA TAXES	48.13
411	602200	41136	LEISURE SERVICES	FICA TAXES	456.15
411	602200	41138	LEISURE SERVICES	FICA TAXES	9.16
411	602200	41140	LEISURE SERVICES	FICA TAXES	75.57
411	602200	41142	LEISURE SERVICES	FICA TAXES	4.86
411	602200	41144	LEISURE SERVICES	FICA TAXES	182.48
411	602600		LEISURE SERVICES	HEALTH INSURANCE	12,291.95
411	602600	41130	LEISURE SERVICES	HEALTH INSURANCE	152.12
411	602600	41133	LEISURE SERVICES	HEALTH INSURANCE	283.99
411	602600	41136	LEISURE SERVICES	HEALTH INSURANCE	748.69
411	602600	41138	LEISURE SERVICES	HEALTH INSURANCE	18.38
411	602600	41140	LEISURE SERVICES	HEALTH INSURANCE	541.91
411	602600	41144	LEISURE SERVICES	HEALTH INSURANCE	25.00
415	600100		BUILDING MAINTENANCE	WAGES AND SALARIES	922.31
415	601900		BUILDING MAINTENANCE	STATE RETIREMENT	149.99
415	602200		BUILDING MAINTENANCE	FICA TAXES	61.68
415	602600		BUILDING MAINTENANCE	HEALTH INSURANCE	368.07
430	600100		BEAUTIFICATION	WAGES AND SALARIES	1,591.15
430	601900		BEAUTIFICATION	STATE RETIREMENT	250.61
430	602200		BEAUTIFICATION	FICA TAXES	104.38
430	602600		BEAUTIFICATION	HEALTH INSURANCE	825.22

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CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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WARRANT 020118

PAY PERIOD 01/15/2018 to 01/28/2018

CHECK DATE 02/01/2018

YEAR 2018 PERIOD 4
EXPENDITURE ENTRIES
SHORT DESC 020118

GL EFF DATE 01/31/2018
REFERENCE 020118
REFERENCE2 1020118

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
437	600100		BAYOU VISTA GOLF COURSE	WAGES AND SALARIES	1,427.24
437	601900		BAYOU VISTA GOLF COURSE	STATE RETIREMENT	224.79
437	602200		BAYOU VISTA GOLF COURSE	FICA TAXES	95.61
437	602600		BAYOU VISTA GOLF COURSE	HEALTH INSURANCE	562.01
611	600100		PLANNING AND ZONING	WAGES AND SALARIES	41,140.16
611	601900		PLANNING AND ZONING	STATE RETIREMENT	6,479.56
611	602200		PLANNING AND ZONING	FICA TAXES	2,951.91
611	602600		PLANNING AND ZONING	HEALTH INSURANCE	8,776.06
621	600100		ECONOMIC DEVELOPMENT	WAGES AND SALARIES	6,085.06
621	601900		ECONOMIC DEVELOPMENT	STATE RETIREMENT	958.40
621	602200		ECONOMIC DEVELOPMENT	FICA TAXES	450.77
621	602600		ECONOMIC DEVELOPMENT	HEALTH INSURANCE	700.73
FUND TOTALS					1,400,298.45
511	600100	05600	COMMUNITY DEVELOPMENT	WAGES AND SALARIES	2,913.20
511	601900	05600	COMMUNITY DEVELOPMENT	STATE RETIREMENT	458.83
511	602200	05600	COMMUNITY DEVELOPMENT	FICA TAXES	214.76
511	602600	05600	COMMUNITY DEVELOPMENT	HEALTH INSURANCE	369.68
515	600100	74500	HOME CONSORTIUM-GULFPORT	WAGES AND SALARIES	3,438.15
515	601900	74500	HOME CONSORTIUM-GULFPORT	STATE RETIREMENT	541.51
515	602200	74500	HOME CONSORTIUM-GULFPORT	FICA TAXES	227.48
515	602600	74500	HOME CONSORTIUM-GULFPORT	HEALTH INSURANCE	977.94
FUND TOTALS					9,141.55
811	600100		UTILITY BILLING	WAGES AND SALARIES	25,570.14
811	601900		UTILITY BILLING	STATE RETIREMENT	4,027.32
811	602200		UTILITY BILLING	FICA TAXES	1,854.57
811	602600		UTILITY BILLING	HEALTH INSURANCE	5,318.34
825	600100		SEWER OPERATIONS	WAGES AND SALARIES	1,540.27
825	601900		SEWER OPERATIONS	STATE RETIREMENT	242.59
825	602200		SEWER OPERATIONS	FICA TAXES	113.02
825	602600		SEWER OPERATIONS	HEALTH INSURANCE	273.90
FUND TOTALS					38,940.15
445	600100		JOSEPH T JONES	WAGES AND SALARIES	8,002.39
445	600400		JOSEPH T JONES	OVERTIME	16.85
445	601000		JOSEPH T JONES	HOLIDAY PAY	156.93
445	601900		JOSEPH T JONES	STATE RETIREMENT	1,287.75
445	602200		JOSEPH T JONES	FICA TAXES	601.26
445	602600		JOSEPH T JONES	HEALTH INSURANCE	1,582.68
FUND TOTALS					11,647.86
GRAND TOTALS					1,460,028.01

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CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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WARRANT 020118

PAY PERIOD 01/15/2018 to 01/28/2018

CHECK DATE 02/01/2018

YEAR 2018 PERIOD 4
EXPENDITURE ENTRIES
SHORT DESC 020118

GL EFF DATE 01/31/2018
REFERENCE 020118
REFERENCE2 1020118

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
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CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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CLERK: scasey

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2018 4 1269	PRJ 001-100351	01/31/2018	020118	020118	1020118	1020118	PAYROLL CLEARING WARRANT=020118 RUN=1 BIWEEKLY		773,292.18	
	PRJ 001-213700	01/31/2018	020118	020118	1020118	1020118	WITHHOLDING-FEDERAL WARRANT=020118 RUN=1 BIWEEKLY			71,127.16
	PRJ 001-213700	01/31/2018	020118	020118	1020118	1020118	WITHHOLDING-FEDERAL WARRANT=020118 RUN=1 BIWEEKLY		71,127.16	
	PRJ 001-100351	01/31/2018	020118	020118	1020118	1020118	PAYROLL CLEARING WARRANT=020118 RUN=1 BIWEEKLY			1,685,206.40
	PRJ 001-213900	01/31/2018	020118	020118	1020118	1020118	WITHHOLDING-STATE WARRANT=020118 RUN=1 BIWEEKLY			28,524.22
	PRJ 001-214100	01/31/2018	020118	020118	1020118	1020118	WITHHOLDING-RETIREMENT WARRANT=020118 RUN=1 BIWEEKLY			256,234.75
	PRJ 001-214300	01/31/2018	020118	020118	1020118	1020118	WITHHOLDING-HEALTH INSURANCE WARRANT=020118 RUN=1 BIWEEKLY			232,987.82
	PRJ 001-214350	01/31/2018	020118	020118	1020118	1020118	WITHHOLDING-VISION 100%EE PAID WARRANT=020118 RUN=1 BIWEEKLY			2,868.47
	PRJ 001-214400	01/31/2018	020118	020118	1020118	1020118	WITHHOLDING-FLEX SPENDING ACCT WARRANT=020118 RUN=1 BIWEEKLY			4,636.59
	PRJ 001-214700	01/31/2018	020118	020118	1020118	1020118	WITHHOLDING-GARNISHMENTS WARRANT=020118 RUN=1 BIWEEKLY			7,853.53
	PRJ 001-214700	01/31/2018	020118	020118	1020118	1020118	WITHHOLDING-GARNISHMENTS WARRANT=020118 RUN=1 BIWEEKLY		4,355.05	
	PRJ 001-214900	01/31/2018	020118	020118	1020118	1020118	WITHHOLDING-DEFERRED COMP WARRANT=020118 RUN=1 BIWEEKLY			7,724.09
	PRJ 001-215900	01/31/2018	020118	020118	1020118	1020118	WITHHOLDING-POLICE BENEVOLENT WARRANT=020118 RUN=1 BIWEEKLY			516.25
	PRJ 001-216100	01/31/2018	020118	020118	1020118	1020118	WITHHOLDING-COLONIAL LIFE WARRANT=020118 RUN=1 BIWEEKLY			112.42
	PRJ 001-216150	01/31/2018	020118	020118	1020118	1020118	WITHHOLDING-LINCOLN NATL LIFE WARRANT=020118 RUN=1 BIWEEKLY			4,442.72
	PRJ 001-216300	01/31/2018	020118	020118	1020118	1020118	WITHHOLDING-AFLAC WARRANT=020118 RUN=1 BIWEEKLY			5,627.52
	PRJ 001-216400	01/31/2018	020118	020118	1020118	1020118	WITHHOLDING-UNUM WARRANT=020118 RUN=1 BIWEEKLY			895.58
	PRJ 001-216500	01/31/2018	020118	020118	1020118	1020118	WITHHOLDING-PREPAID LEGAL WARRANT=020118 RUN=1 BIWEEKLY			44.88
	PRJ 001-216700	01/31/2018	020118	020118	1020118	1020118	ACCRUED AND WITHHELD FICA WARRANT=020118 RUN=1 BIWEEKLY			149,696.18
	PRJ 001-216700	01/31/2018	020118	020118	1020118	1020118	ACCRUED AND WITHHELD FICA WARRANT=020118 RUN=1 BIWEEKLY		149,696.18	
	PRJ 111-600100	01/31/2018	020118	020118	1020118	1020118	WAGES AND SALARIES WARRANT=020118 RUN=1 BIWEEKLY		7,816.85	
	PRJ 111-601900	01/31/2018	020118	020118	1020118	1020118	STATE RETIREMENT WARRANT=020118 RUN=1 BIWEEKLY		1,231.15	
	PRJ 111-602200	01/31/2018	020118	020118	1020118	1020118	FICA TAXES WARRANT=020118 RUN=1 BIWEEKLY		565.04	
	PRJ 111-602600	01/31/2018	020118	020118	1020118	1020118	HEALTH INSURANCE		1,336.34	

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CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
PRJ 115-600100	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY WAGES AND SALARIES		9,598.41	
PRJ 115-601900	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY STATE RETIREMENT		1,511.75	
PRJ 115-602200	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY FICA TAXES		645.24	
PRJ 115-602600	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY HEALTH INSURANCE		3,280.46	
PRJ 125-600100	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY WAGES AND SALARIES		29,838.79	
PRJ 125-601900	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY STATE RETIREMENT		4,670.92	
PRJ 125-602200	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY FICA TAXES		2,146.26	
PRJ 125-602600	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY HEALTH INSURANCE		5,634.68	
PRJ 135-600100	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY WAGES AND SALARIES		25,954.42	
PRJ 135-601900	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY STATE RETIREMENT		4,087.83	
PRJ 135-602200	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY FICA TAXES		1,889.32	
PRJ 135-602600	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY HEALTH INSURANCE		4,005.54	
PRJ 145-600100	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY WAGES AND SALARIES		39,665.06	
PRJ 145-601900	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY STATE RETIREMENT		6,251.97	
PRJ 145-602200	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY FICA TAXES		2,860.82	
PRJ 145-602600	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY HEALTH INSURANCE		5,660.80	
PRJ 150-600100	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY WAGES AND SALARIES		23,316.47	
PRJ 150-601900	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY STATE RETIREMENT		3,596.79	
PRJ 150-602200	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY FICA TAXES		1,666.70	
PRJ 150-602600	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY HEALTH INSURANCE		4,917.60	
PRJ 213-600100	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY WAGES AND SALARIES		353,923.46	
PRJ 213-600400	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY OVERTIME		43,209.78	
PRJ 213-601000	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY HOLIDAY PAY		9,749.91	
PRJ 213-601900	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY STATE RETIREMENT		64,084.03	
	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY			

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
PRJ 213-602200	01/31/2018	020118	020118	1020118	1020118	FICA TAXES		29,389.06	
PRJ 213-602600	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY		67,631.96	
PRJ 290-600100	01/31/2018	020118	020118	1020118	1020118	HEALTH INSURANCE		267,770.50	
PRJ 290-600400	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY		1,663.37	
PRJ 290-601000	01/31/2018	020118	020118	1020118	1020118	OVERTIME		57.21	
PRJ 290-601900	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY		42,444.98	
PRJ 290-602200	01/31/2018	020118	020118	1020118	1020118	HOLIDAY PAY		19,302.67	
PRJ 290-602600	01/31/2018	020118	020118	1020118	1020118	STATE RETIREMENT		50,301.15	
PRJ 313-600100	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY		16,128.90	
PRJ 313-601900	01/31/2018	020118	020118	1020118	1020118	HEALTH INSURANCE		2,549.75	
PRJ 313-602200	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY		1,184.97	
PRJ 313-602600	01/31/2018	020118	020118	1020118	1020118	FICA TAXES		1,551.52	
PRJ 315-600100	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY		10,800.71	
PRJ 315-600400	01/31/2018	020118	020118	1020118	1020118	WAGES AND SALARIES		654.62	
PRJ 315-601900	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY		1,813.67	
PRJ 315-602200	01/31/2018	020118	020118	1020118	1020118	STATE RETIREMENT		849.21	
PRJ 315-602600	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY		2,013.08	
PRJ 335-600100	01/31/2018	020118	020118	1020118	1020118	HEALTH INSURANCE		15,461.72	
PRJ 335-601900	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY		2,439.95	
PRJ 335-602200	01/31/2018	020118	020118	1020118	1020118	STATE RETIREMENT		1,134.88	
PRJ 335-602600	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY		1,687.43	
PRJ 325-600100	01/31/2018	020118	020118	1020118	1020118	HEALTH INSURANCE		15,647.03	
PRJ 325-601900	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY		2,190.37	
PRJ 325-602200	01/31/2018	020118	020118	1020118	1020118	STATE RETIREMENT		1,144.80	
PRJ 325-602600	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY		2,092.53	

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PRJ 411-600100	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY WAGES AND SALARIES		61,271.60	
PRJ 411-600100-41130	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY WAGES AND SALARIES		1,240.44	
PRJ 411-600100-41133	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY WAGES AND SALARIES		718.45	
PRJ 411-600100-41136	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY WAGES AND SALARIES		6,085.60	
PRJ 411-600100-41138	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY WAGES AND SALARIES		121.78	
PRJ 411-600100-41140	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY WAGES AND SALARIES		1,103.30	
PRJ 411-600100-41142	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY WAGES AND SALARIES		63.62	
PRJ 411-600100-41144	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY WAGES AND SALARIES		2,395.99	
PRJ 411-600400	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY OVERTIME		1,035.10	
PRJ 411-600400-41140	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY OVERTIME		62.06	
PRJ 411-600400-41144	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY OVERTIME		11.87	
PRJ 411-601900	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY STATE RETIREMENT		9,721.06	
PRJ 411-601900-41130	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY STATE RETIREMENT		195.37	
PRJ 411-601900-41133	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY STATE RETIREMENT		113.16	
PRJ 411-601900-41136	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY STATE RETIREMENT		963.21	
PRJ 411-601900-41138	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY STATE RETIREMENT		19.18	
PRJ 411-601900-41140	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY STATE RETIREMENT		183.54	
PRJ 411-601900-41142	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY STATE RETIREMENT		10.02	
PRJ 411-601900-41144	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY STATE RETIREMENT		379.24	
PRJ 411-602200	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY FICA TAXES		4,526.09	
PRJ 411-602200-41130	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY FICA TAXES		91.24	
PRJ 411-602200-41133	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY FICA TAXES		48.13	
PRJ 411-602200-41136	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY FICA TAXES		456.15	
PRJ 411-602200-41138	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY FICA TAXES		9.16	

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
PRJ 411-602200-41140	01/31/2018 020118		020118	1020118	1020118	FICA TAXES WARRANT=020118 RUN=1 BIWEEKLY		75.57	
PRJ 411-602200-41142	01/31/2018 020118		020118	1020118	1020118	FICA TAXES WARRANT=020118 RUN=1 BIWEEKLY		4.86	
PRJ 411-602200-41144	01/31/2018 020118		020118	1020118	1020118	FICA TAXES WARRANT=020118 RUN=1 BIWEEKLY		182.48	
PRJ 411-602600	01/31/2018 020118		020118	1020118	1020118	HEALTH INSURANCE WARRANT=020118 RUN=1 BIWEEKLY		12,291.95	
PRJ 411-602600-41130	01/31/2018 020118		020118	1020118	1020118	HEALTH INSURANCE WARRANT=020118 RUN=1 BIWEEKLY		152.12	
PRJ 411-602600-41133	01/31/2018 020118		020118	1020118	1020118	HEALTH INSURANCE WARRANT=020118 RUN=1 BIWEEKLY		283.99	
PRJ 411-602600-41136	01/31/2018 020118		020118	1020118	1020118	HEALTH INSURANCE WARRANT=020118 RUN=1 BIWEEKLY		748.69	
PRJ 411-602600-41138	01/31/2018 020118		020118	1020118	1020118	HEALTH INSURANCE WARRANT=020118 RUN=1 BIWEEKLY		18.38	
PRJ 411-602600-41140	01/31/2018 020118		020118	1020118	1020118	HEALTH INSURANCE WARRANT=020118 RUN=1 BIWEEKLY		541.91	
PRJ 411-602600-41144	01/31/2018 020118		020118	1020118	1020118	HEALTH INSURANCE WARRANT=020118 RUN=1 BIWEEKLY		25.00	
PRJ 415-600100	01/31/2018 020118		020118	1020118	1020118	WAGES AND SALARIES WARRANT=020118 RUN=1 BIWEEKLY		922.31	
PRJ 415-601900	01/31/2018 020118		020118	1020118	1020118	STATE RETIREMENT WARRANT=020118 RUN=1 BIWEEKLY		149.99	
PRJ 415-602200	01/31/2018 020118		020118	1020118	1020118	FICA TAXES WARRANT=020118 RUN=1 BIWEEKLY		61.68	
PRJ 415-602600	01/31/2018 020118		020118	1020118	1020118	HEALTH INSURANCE WARRANT=020118 RUN=1 BIWEEKLY		368.07	
PRJ 430-600100	01/31/2018 020118		020118	1020118	1020118	WAGES AND SALARIES WARRANT=020118 RUN=1 BIWEEKLY		1,591.15	
PRJ 430-601900	01/31/2018 020118		020118	1020118	1020118	STATE RETIREMENT WARRANT=020118 RUN=1 BIWEEKLY		250.61	
PRJ 430-602200	01/31/2018 020118		020118	1020118	1020118	FICA TAXES WARRANT=020118 RUN=1 BIWEEKLY		104.38	
PRJ 430-602600	01/31/2018 020118		020118	1020118	1020118	HEALTH INSURANCE WARRANT=020118 RUN=1 BIWEEKLY		825.22	
PRJ 437-600100	01/31/2018 020118		020118	1020118	1020118	WAGES AND SALARIES WARRANT=020118 RUN=1 BIWEEKLY		1,427.24	
PRJ 437-601900	01/31/2018 020118		020118	1020118	1020118	STATE RETIREMENT WARRANT=020118 RUN=1 BIWEEKLY		224.79	
PRJ 437-602200	01/31/2018 020118		020118	1020118	1020118	FICA TAXES WARRANT=020118 RUN=1 BIWEEKLY		95.61	
PRJ 437-602600	01/31/2018 020118		020118	1020118	1020118	HEALTH INSURANCE WARRANT=020118 RUN=1 BIWEEKLY		562.01	
PRJ 611-600100	01/31/2018 020118		020118	1020118	1020118	WAGES AND SALARIES WARRANT=020118 RUN=1 BIWEEKLY		41,140.16	
PRJ 611-601900	01/31/2018 020118		020118	1020118	1020118	STATE RETIREMENT WARRANT=020118 RUN=1 BIWEEKLY		6,479.56	
PRJ 611-602200	01/31/2018 020118		020118	1020118	1020118	FICA TAXES		2,951.91	

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
PRJ 611-602600	01/31/2018	020118	020118	1020118	1020118	WARRANT=020118 RUN=1 BIWEEKLY			
PRJ 621-600100	01/31/2018	020118	020118	1020118	1020118	HEALTH INSURANCE WARRANT=020118 RUN=1 BIWEEKLY		8,776.06	
PRJ 621-601900	01/31/2018	020118	020118	1020118	1020118	WAGES AND SALARIES WARRANT=020118 RUN=1 BIWEEKLY		6,085.06	
PRJ 621-602200	01/31/2018	020118	020118	1020118	1020118	STATE RETIREMENT WARRANT=020118 RUN=1 BIWEEKLY		958.40	
PRJ 621-602600	01/31/2018	020118	020118	1020118	1020118	FICA TAXES WARRANT=020118 RUN=1 BIWEEKLY		450.77	
PRJ 511-600100-05600	01/31/2018	020118	020118	1020118	1020118	HEALTH INSURANCE WARRANT=020118 RUN=1 BIWEEKLY		700.73	
PRJ 511-601900-05600	01/31/2018	020118	020118	1020118	1020118	WAGES AND SALARIES WARRANT=020118 RUN=1 BIWEEKLY		2,913.20	
PRJ 511-602200-05600	01/31/2018	020118	020118	1020118	1020118	STATE RETIREMENT WARRANT=020118 RUN=1 BIWEEKLY		458.83	
PRJ 511-602600-05600	01/31/2018	020118	020118	1020118	1020118	FICA TAXES WARRANT=020118 RUN=1 BIWEEKLY		214.76	
PRJ 515-600100-74500	01/31/2018	020118	020118	1020118	1020118	HEALTH INSURANCE WARRANT=020118 RUN=1 BIWEEKLY		369.68	
PRJ 515-601900-74500	01/31/2018	020118	020118	1020118	1020118	WAGES AND SALARIES WARRANT=020118 RUN=1 BIWEEKLY		3,438.15	
PRJ 515-602200-74500	01/31/2018	020118	020118	1020118	1020118	STATE RETIREMENT WARRANT=020118 RUN=1 BIWEEKLY		541.51	
PRJ 811-600100	01/31/2018	020118	020118	1020118	1020118	FICA TAXES WARRANT=020118 RUN=1 BIWEEKLY		227.48	
PRJ 811-601900	01/31/2018	020118	020118	1020118	1020118	HEALTH INSURANCE WARRANT=020118 RUN=1 BIWEEKLY		977.94	
PRJ 811-602200	01/31/2018	020118	020118	1020118	1020118	WAGES AND SALARIES WARRANT=020118 RUN=1 BIWEEKLY		25,570.14	
PRJ 811-602600	01/31/2018	020118	020118	1020118	1020118	STATE RETIREMENT WARRANT=020118 RUN=1 BIWEEKLY		4,027.32	
PRJ 825-600100	01/31/2018	020118	020118	1020118	1020118	FICA TAXES WARRANT=020118 RUN=1 BIWEEKLY		1,854.57	
PRJ 825-601900	01/31/2018	020118	020118	1020118	1020118	HEALTH INSURANCE WARRANT=020118 RUN=1 BIWEEKLY		5,318.34	
PRJ 825-602200	01/31/2018	020118	020118	1020118	1020118	WAGES AND SALARIES WARRANT=020118 RUN=1 BIWEEKLY		1,540.27	
PRJ 825-602600	01/31/2018	020118	020118	1020118	1020118	STATE RETIREMENT WARRANT=020118 RUN=1 BIWEEKLY		242.59	
PRJ 445-600100	01/31/2018	020118	020118	1020118	1020118	FICA TAXES WARRANT=020118 RUN=1 BIWEEKLY		113.02	
PRJ 445-600400	01/31/2018	020118	020118	1020118	1020118	HEALTH INSURANCE WARRANT=020118 RUN=1 BIWEEKLY		273.90	
PRJ 445-601000	01/31/2018	020118	020118	1020118	1020118	WAGES AND SALARIES WARRANT=020118 RUN=1 BIWEEKLY		8,002.39	
	01/31/2018	020118	020118	1020118	1020118	OVERTIME WARRANT=020118 RUN=1 BIWEEKLY		16.85	
	01/31/2018	020118	020118	1020118	1020118	HOLIDAY PAY WARRANT=020118 RUN=1 BIWEEKLY		156.93	

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
PRJ 445-601900	01/31/2018	020118	020118	1020118	1020118	STATE RETIREMENT WARRANT=020118 RUN=1 BIWEEKLY		1,287.75	
PRJ 445-602200	01/31/2018	020118	020118	1020118	1020118	FICA TAXES WARRANT=020118 RUN=1 BIWEEKLY		601.26	
PRJ 445-602600	01/31/2018	020118	020118	1020118	1020118	HEALTH INSURANCE WARRANT=020118 RUN=1 BIWEEKLY		1,582.68	
GENERAL LEDGER TOTAL								2,458,498.58	2,458,498.58
PRJ 001-200100	01/31/2018					EQTY IN PLD CASH-GENERAL		1,400,298.45	
PRJ 010-110100	01/31/2018					EQUITY IN POOLED CASH			1,400,298.45
PRJ 001-201900	01/31/2018					EQTY IN PLD CASH-CDBG		9,141.55	
PRJ 200-110100	01/31/2018					EQUITY IN POOLED CASH			9,141.55
PRJ 001-203700	01/31/2018					EQTY IN PLD CASH-WATER\SEWER		38,940.15	
PRJ 400-110100	01/31/2018					EQUITY IN POOLED CASH			38,940.15
PRJ 001-204300	01/31/2018					EQTY IN PLD CASH-J T JONES		11,647.86	
PRJ 420-110100	01/31/2018					EQUITY IN POOLED CASH			11,647.86
SYSTEM GENERATED ENTRIES TOTAL								1,460,028.01	1,460,028.01
JOURNAL 2018/04/1269 TOTAL								3,918,526.59	3,918,526.59
2018 4 1269									
PRJ 010-311300	01/31/2018	020118	020118	1020118	1020118	EXPENDITURE CONTROL WARRANT=020118 RUN=1 BIWEEKLY		1,400,298.45	
PRJ 200-311300	01/31/2018	020118	020118	1020118	1020118	EXPENDITURE CONTROL WARRANT=020118 RUN=1 BIWEEKLY		9,141.55	
PRJ 400-311300	01/31/2018	020118	020118	1020118	1020118	EXPENDITURE CONTROL WARRANT=020118 RUN=1 BIWEEKLY		38,940.15	
PRJ 420-311300	01/31/2018	020118	020118	1020118	1020118	EXPENDITURE CONTROL WARRANT=020118 RUN=1 BIWEEKLY		11,647.86	

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GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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FUND	YEAR	PER	JNL	EFF	DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT								
001 POOLED CASH	2018	4	1269	01/31/2018				
001-100351					PAYROLL CLEARING	773,292.18		
001-100351					PAYROLL CLEARING			1,685,206.40
001-200100					EQTY IN PLD CASH-GENERAL	1,400,298.45		
001-201900					EQTY IN PLD CASH-CDBG	9,141.55		
001-203700					EQTY IN PLD CASH-WATER\SEWER	38,940.15		
001-204300					EQTY IN PLD CASH-J T JONES	11,647.86		
001-213700					WITHHOLDING-FEDERAL	71,127.16		
001-213700					WITHHOLDING-FEDERAL			71,127.16
001-213900					WITHHOLDING-STATE			28,524.22
001-214100					WITHHOLDING-RETIREMENT			256,234.75
001-214300					WITHHOLDING-HEALTH INSURANCE			232,987.82
001-214350					WITHHOLDING-VISION 100%EE PAID			2,868.47
001-214400					WITHHOLDING-FLEX SPENDING ACCT			4,636.59
001-214700					WITHHOLDING-GARNISHMENTS	4,355.05		
001-214700					WITHHOLDING-GARNISHMENTS			7,853.53
001-214900					WITHHOLDING-DEFERRED COMP			7,724.09
001-215900					WITHHOLDING-POLICE BENEVOLENT			516.25
001-216100					WITHHOLDING-COLONIAL LIFE			112.42
001-216150					WITHHOLDING-LINCOLN NATL LIFE			4,442.72
001-216300					WITHHOLDING-AFLAC			5,627.52
001-216400					WITHHOLDING-UNUM			895.58
001-216500					WITHHOLDING-PREPAID LEGAL			44.88
001-216700					ACCRUED AND WITHHELD FICA	149,696.18		
001-216700					ACCRUED AND WITHHELD FICA			149,696.18
					FUND TOTAL	2,458,498.58		2,458,498.58
010 GENERAL FUND	2018	4	1269	01/31/2018				
010-110100					EQUITY IN POOLED CASH			1,400,298.45
010-311300					EXPENDITURE CONTROL	1,400,298.45		
					FUND TOTAL	1,400,298.45		1,400,298.45
200 COMMUNITY DEVELOPMENT	2018	4	1269	01/31/2018				
200-110100					EQUITY IN POOLED CASH			9,141.55
200-311300					EXPENDITURE CONTROL	9,141.55		
					FUND TOTAL	9,141.55		9,141.55
400 WATER/SEWER UTILITY FUND	2018	4	1269	01/31/2018				
400-110100					EQUITY IN POOLED CASH			38,940.15
400-311300					EXPENDITURE CONTROL	38,940.15		
					FUND TOTAL	38,940.15		38,940.15
420 JOSEPH T JONES	2018	4	1269	01/31/2018				
420-110100					EQUITY IN POOLED CASH			11,647.86
420-311300					EXPENDITURE CONTROL	11,647.86		

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CITY OF GULFPORT
 GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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FUND	YEAR PER	JNL	EFF	DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT							
FUND TOTAL						11,647.86	11,647.86

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CITY OF GULFPORT
 GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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FUND		DUE TO	DUE FROM
001	POOLED CASH	1,460,028.01	
010	GENERAL FUND		1,400,298.45
200	COMMUNITY DEVELOPMENT		9,141.55
400	WATER/SEWER UTILITY FUND		38,940.15
420	JOSEPH T JONES		11,647.86
TOTAL		1,460,028.01	1,460,028.01

** END OF REPORT - Generated by Shelia Casey **

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CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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WARRANT 021518

PAY PERIOD 01/29/2018 to 02/11/2018

CHECK DATE 02/15/2018

YEAR 2018 PERIOD 5
EXPENDITURE ENTRIES
SHORT DESC 021518

GL EFF DATE 02/15/2018
REFERENCE 021518
REFERENCE2 1021518

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
YEAR 2018 PERIOD 5				GL EFF DATE 02/15/2018	
111	600100	5	EXECUTIVE	WAGES AND SALARIES	7,816.85
111	601900		EXECUTIVE	STATE RETIREMENT	1,231.15
111	602200		EXECUTIVE	FICA TAXES	565.04
111	602600		EXECUTIVE	HEALTH INSURANCE	1,336.34
115	600100		LEGISLATIVE	WAGES AND SALARIES	9,598.40
115	601900		LEGISLATIVE	STATE RETIREMENT	1,511.74
115	602200		LEGISLATIVE	FICA TAXES	645.24
115	602600		LEGISLATIVE	HEALTH INSURANCE	3,280.46
125	600100		JUDICIAL	WAGES AND SALARIES	29,656.77
125	601900		JUDICIAL	STATE RETIREMENT	4,670.92
125	602200		JUDICIAL	FICA TAXES	2,132.34
125	602600		JUDICIAL	HEALTH INSURANCE	5,634.68
135	600100		LEGAL	WAGES AND SALARIES	25,954.39
135	601900		LEGAL	STATE RETIREMENT	4,087.82
135	602200		LEGAL	FICA TAXES	1,889.31
135	602600		LEGAL	HEALTH INSURANCE	4,005.54
145	600100		GENERAL ADMINISTRATION	WAGES AND SALARIES	39,631.31
145	601900		GENERAL ADMINISTRATION	STATE RETIREMENT	6,246.65
145	602200		GENERAL ADMINISTRATION	FICA TAXES	2,840.17
145	602600		GENERAL ADMINISTRATION	HEALTH INSURANCE	6,385.34
150	600100		INFORMATION TECHNOLOGY	WAGES AND SALARIES	23,316.49
150	600400		INFORMATION TECHNOLOGY	OVERTIME	38.21
150	601900		INFORMATION TECHNOLOGY	STATE RETIREMENT	3,602.81
150	602200		INFORMATION TECHNOLOGY	FICA TAXES	1,669.63
150	602600		INFORMATION TECHNOLOGY	HEALTH INSURANCE	4,917.60
213	600100		POLICE OPERATING	WAGES AND SALARIES	348,657.89
213	600400		POLICE OPERATING	OVERTIME	53,295.10
213	601000		POLICE OPERATING	HOLIDAY PAY	2,909.72
213	601900		POLICE OPERATING	STATE RETIREMENT	63,765.85
213	602200		POLICE OPERATING	FICA TAXES	29,251.90
213	602600		POLICE OPERATING	HEALTH INSURANCE	67,044.70
290	600100		FIRE	WAGES AND SALARIES	259,785.00
290	600400		FIRE	OVERTIME	44,022.50
290	601000		FIRE	HOLIDAY PAY	12,350.08
290	601900		FIRE	STATE RETIREMENT	49,794.89
290	602200		FIRE	FICA TAXES	22,852.31
290	602600		FIRE	HEALTH INSURANCE	51,144.17
313	600100		PUBLIC WORKS ADMIN	WAGES AND SALARIES	16,128.88
313	601900		PUBLIC WORKS ADMIN	STATE RETIREMENT	2,549.74
313	602200		PUBLIC WORKS ADMIN	FICA TAXES	1,184.98
313	602600		PUBLIC WORKS ADMIN	HEALTH INSURANCE	1,551.52
315	600100		TRAFFIC CONTROL AND SAFETY	WAGES AND SALARIES	10,800.70
315	600400		TRAFFIC CONTROL AND SAFETY	OVERTIME	738.80
315	601900		TRAFFIC CONTROL AND SAFETY	STATE RETIREMENT	1,826.93
315	602200		TRAFFIC CONTROL AND SAFETY	FICA TAXES	855.64
315	602600		TRAFFIC CONTROL AND SAFETY	HEALTH INSURANCE	2,013.08
335	600100		MAINTENANCE GARAGE	WAGES AND SALARIES	15,461.73

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GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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WARRANT 021518

PAY PERIOD 01/29/2018 to 02/11/2018

CHECK DATE 02/15/2018

YEAR 2018 PERIOD 5
EXPENDITURE ENTRIES
SHORT DESC 021518

GL EFF DATE 02/15/2018
REFERENCE 021518
REFERENCE2 1021518

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
335	601900		MAINTENANCE GARAGE	STATE RETIREMENT	2,439.95
335	602200		MAINTENANCE GARAGE	FICA TAXES	1,134.88
335	602600		MAINTENANCE GARAGE	HEALTH INSURANCE	1,687.43
325	600100		ENGINEERING	WAGES AND SALARIES	15,767.02
325	601900		ENGINEERING	STATE RETIREMENT	2,190.36
325	602200		ENGINEERING	FICA TAXES	1,153.98
325	602600		ENGINEERING	HEALTH INSURANCE	2,092.53
411	600100		LEISURE SERVICES	WAGES AND SALARIES	60,886.35
411	600100	41130	LEISURE SERVICES	WAGES AND SALARIES	932.53
411	600100	41133	LEISURE SERVICES	WAGES AND SALARIES	1,026.36
411	600100	41136	LEISURE SERVICES	WAGES AND SALARIES	6,027.26
411	600100	41138	LEISURE SERVICES	WAGES AND SALARIES	7.69
411	600100	41140	LEISURE SERVICES	WAGES AND SALARIES	1,103.31
411	600100	41144	LEISURE SERVICES	WAGES AND SALARIES	2,395.98
411	600400		LEISURE SERVICES	OVERTIME	1,279.83
411	600400	41130	LEISURE SERVICES	OVERTIME	20.69
411	601900		LEISURE SERVICES	STATE RETIREMENT	9,666.20
411	601900	41130	LEISURE SERVICES	STATE RETIREMENT	150.14
411	601900	41133	LEISURE SERVICES	STATE RETIREMENT	161.65
411	601900	41136	LEISURE SERVICES	STATE RETIREMENT	954.03
411	601900	41138	LEISURE SERVICES	STATE RETIREMENT	1.21
411	601900	41140	LEISURE SERVICES	STATE RETIREMENT	173.77
411	601900	41144	LEISURE SERVICES	STATE RETIREMENT	377.37
411	602200		LEISURE SERVICES	FICA TAXES	4,526.05
411	602200	41130	LEISURE SERVICES	FICA TAXES	72.01
411	602200	41133	LEISURE SERVICES	FICA TAXES	68.94
411	602200	41136	LEISURE SERVICES	FICA TAXES	451.69
411	602200	41138	LEISURE SERVICES	FICA TAXES	.58
411	602200	41140	LEISURE SERVICES	FICA TAXES	70.82
411	602200	41144	LEISURE SERVICES	FICA TAXES	181.57
411	602600		LEISURE SERVICES	HEALTH INSURANCE	11,952.70
411	602600	41130	LEISURE SERVICES	HEALTH INSURANCE	37.88
411	602600	41133	LEISURE SERVICES	HEALTH INSURANCE	398.23
411	602600	41136	LEISURE SERVICES	HEALTH INSURANCE	748.69
411	602600	41138	LEISURE SERVICES	HEALTH INSURANCE	1.16
411	602600	41140	LEISURE SERVICES	HEALTH INSURANCE	541.91
411	602600	41144	LEISURE SERVICES	HEALTH INSURANCE	25.00
415	600100		BUILDING MAINTENANCE	WAGES AND SALARIES	1,844.62
415	601900		BUILDING MAINTENANCE	STATE RETIREMENT	295.25
415	602200		BUILDING MAINTENANCE	FICA TAXES	121.41
415	602600		BUILDING MAINTENANCE	HEALTH INSURANCE	724.54
430	600100		BEAUTIFICATION	WAGES AND SALARIES	2,108.73
430	601900		BEAUTIFICATION	STATE RETIREMENT	332.13
430	602200		BEAUTIFICATION	FICA TAXES	143.97
430	602600		BEAUTIFICATION	HEALTH INSURANCE	825.22
437	600100		BAYOU VISTA GOLF COURSE	WAGES AND SALARIES	1,427.25
437	601900		BAYOU VISTA GOLF COURSE	STATE RETIREMENT	224.79
437	602200		BAYOU VISTA GOLF COURSE	FICA TAXES	95.61

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CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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WARRANT 021518

PAY PERIOD 01/29/2018 to 02/11/2018

CHECK DATE 02/15/2018

YEAR 2018 PERIOD 5
EXPENDITURE ENTRIES
SHORT DESC 021518

GL EFF DATE 02/15/2018
REFERENCE 021518
REFERENCE2 1021518

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
437	602600		BAYOU VISTA GOLF COURSE	HEALTH INSURANCE	562.01
611	600100		PLANNING AND ZONING	WAGES AND SALARIES	41,140.16
611	601900		PLANNING AND ZONING	STATE RETIREMENT	6,479.58
611	602200		PLANNING AND ZONING	FICA TAXES	2,951.91
611	602600		PLANNING AND ZONING	HEALTH INSURANCE	8,776.06
621	600100		ECONOMIC DEVELOPMENT	WAGES AND SALARIES	6,148.98
621	601900		ECONOMIC DEVELOPMENT	STATE RETIREMENT	968.46
621	602200		ECONOMIC DEVELOPMENT	FICA TAXES	455.66
621	602600		ECONOMIC DEVELOPMENT	HEALTH INSURANCE	700.73
FUND TOTALS					1,457,686.13
511	600100	05600	COMMUNITY DEVELOPMENT	WAGES AND SALARIES	2,913.20
511	601900	05600	COMMUNITY DEVELOPMENT	STATE RETIREMENT	458.83
511	602200	05600	COMMUNITY DEVELOPMENT	FICA TAXES	214.76
511	602600	05600	COMMUNITY DEVELOPMENT	HEALTH INSURANCE	369.68
515	600100	74500	HOME CONSORTIUM-GULFPORT	WAGES AND SALARIES	3,438.15
515	601900	74500	HOME CONSORTIUM-GULFPORT	STATE RETIREMENT	541.51
515	602200	74500	HOME CONSORTIUM-GULFPORT	FICA TAXES	227.48
515	602600	74500	HOME CONSORTIUM-GULFPORT	HEALTH INSURANCE	977.94
FUND TOTALS					9,141.55
811	600100		UTILITY BILLING	WAGES AND SALARIES	25,570.10
811	600400		UTILITY BILLING	OVERTIME	30.62
811	601900		UTILITY BILLING	STATE RETIREMENT	4,032.13
811	602200		UTILITY BILLING	FICA TAXES	1,856.90
811	602600		UTILITY BILLING	HEALTH INSURANCE	5,318.34
825	600100		SEWER OPERATIONS	WAGES AND SALARIES	1,540.26
825	601900		SEWER OPERATIONS	STATE RETIREMENT	242.59
825	602200		SEWER OPERATIONS	FICA TAXES	113.02
825	602600		SEWER OPERATIONS	HEALTH INSURANCE	273.90
FUND TOTALS					38,977.86
445	600100		JOSEPH T JONES	WAGES AND SALARIES	8,013.51
445	600400		JOSEPH T JONES	OVERTIME	233.31
445	601900		JOSEPH T JONES	STATE RETIREMENT	1,298.88
445	602200		JOSEPH T JONES	FICA TAXES	606.64
445	602600		JOSEPH T JONES	HEALTH INSURANCE	1,582.68
FUND TOTALS					11,735.02
GRAND TOTALS					1,517,540.56

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CITY OF GULFPORT
 GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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WARRANT 021518

PAY PERIOD 01/29/2018 to 02/11/2018

CHECK DATE 02/15/2018

PAYROLL VENDOR ASCII INVOICES TO BE CREATED

VENDOR	REMIT NAME	WITHHOLDING ORG/OBJ/PROJ	AMOUNT
1282	GROUP HEALTH LIFE AND DISABILITY	001-214350-	5,725.77
		Total for vendor/remit: 1282/0	5,725.77

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YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2018 5 673	PRJ 001-100351	02/15/2018	021518	021518	1021518	1021518	PAYROLL CLEARING WARRANT=021518 RUN=1 BIWEEKLY		805,221.42	
	PRJ 001-213700	02/15/2018	021518	021518	1021518	1021518	WITHHOLDING-FEDERAL WARRANT=021518 RUN=1 BIWEEKLY			78,631.11
	PRJ 001-213700	02/15/2018	021518	021518	1021518	1021518	WITHHOLDING-FEDERAL WARRANT=021518 RUN=1 BIWEEKLY		78,631.11	
	PRJ 001-100351	02/15/2018	021518	021518	1021518	1021518	PAYROLL CLEARING WARRANT=021518 RUN=1 BIWEEKLY			2,865,165.75
	PRJ 001-213900	02/15/2018	021518	021518	1021518	1021518	WITHHOLDING-STATE WARRANT=021518 RUN=1 BIWEEKLY			30,946.41
	PRJ 001-213900	02/15/2018	021518	021518	1021518	1021518	WITHHOLDING-STATE WARRANT=021518 RUN=1 BIWEEKLY		59,470.63	
	PRJ 001-214100	02/15/2018	021518	021518	1021518	1021518	WITHHOLDING-RETIREMENT WARRANT=021518 RUN=1 BIWEEKLY			267,540.32
	PRJ 001-214100	02/15/2018	021518	021518	1021518	1021518	WITHHOLDING-RETIREMENT WARRANT=021518 RUN=1 BIWEEKLY		523,790.82	
	PRJ 001-214300	02/15/2018	021518	021518	1021518	1021518	WITHHOLDING-HEALTH INSURANCE WARRANT=021518 RUN=1 BIWEEKLY			234,270.17
	PRJ 001-214300	02/15/2018	021518	021518	1021518	1021518	WITHHOLDING-HEALTH INSURANCE WARRANT=021518 RUN=1 BIWEEKLY		467,257.99	
	PRJ 001-214350	02/15/2018	021518	021518	1021518	1021518	WITHHOLDING-VISION 100%EE PAID WARRANT=021518 RUN=1 BIWEEKLY			2,857.30
	PRJ 001-214400	02/15/2018	021518	021518	1021518	1021518	WITHHOLDING-FLEX SPENDING ACCT WARRANT=021518 RUN=1 BIWEEKLY			4,594.93
	PRJ 001-214400	02/15/2018	021518	021518	1021518	1021518	WITHHOLDING-FLEX SPENDING ACCT WARRANT=021518 RUN=1 BIWEEKLY		9,231.52	
	PRJ 001-214500	02/15/2018	021518	021518	1021518	1021518	WITHHOLDING-TAX LIENS WARRANT=021518 RUN=1 BIWEEKLY			1,481.73
	PRJ 001-214500	02/15/2018	021518	021518	1021518	1021518	WITHHOLDING-TAX LIENS WARRANT=021518 RUN=1 BIWEEKLY		1,481.73	
	PRJ 001-214700	02/15/2018	021518	021518	1021518	1021518	WITHHOLDING-GARNISHMENTS WARRANT=021518 RUN=1 BIWEEKLY			9,231.95
	PRJ 001-214700	02/15/2018	021518	021518	1021518	1021518	WITHHOLDING-GARNISHMENTS WARRANT=021518 RUN=1 BIWEEKLY		12,730.43	
	PRJ 001-214900	02/15/2018	021518	021518	1021518	1021518	WITHHOLDING-DEFERRED COMP WARRANT=021518 RUN=1 BIWEEKLY			7,311.59
	PRJ 001-214900	02/15/2018	021518	021518	1021518	1021518	WITHHOLDING-DEFERRED COMP WARRANT=021518 RUN=1 BIWEEKLY		15,035.68	
	PRJ 001-215900	02/15/2018	021518	021518	1021518	1021518	WITHHOLDING-POLICE BENEVOLENT WARRANT=021518 RUN=1 BIWEEKLY			516.25
	PRJ 001-215900	02/15/2018	021518	021518	1021518	1021518	WITHHOLDING-POLICE BENEVOLENT WARRANT=021518 RUN=1 BIWEEKLY		1,032.50	
	PRJ 001-216100	02/15/2018	021518	021518	1021518	1021518	WITHHOLDING-COLONIAL LIFE WARRANT=021518 RUN=1 BIWEEKLY			112.42
	PRJ 001-216100	02/15/2018	021518	021518	1021518	1021518	WITHHOLDING-COLONIAL LIFE WARRANT=021518 RUN=1 BIWEEKLY		224.84	
	PRJ 001-216150	02/15/2018	021518	021518	1021518	1021518	WITHHOLDING-LINCOLN NATL LIFE			4,544.00

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CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
PRJ 001-216150	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY WITHHOLDING-LINCOLN NATL LIFE		8,986.72	
PRJ 001-216300	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY WITHHOLDING-AFLAC			5,573.90
PRJ 001-216300	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY WITHHOLDING-AFLAC		11,201.42	
PRJ 001-216400	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY WITHHOLDING-UNUM			895.58
PRJ 001-216400	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY WITHHOLDING-UNUM		1,791.16	
PRJ 001-216500	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY WITHHOLDING-PREPAID LEGAL			44.88
PRJ 001-216500	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY WITHHOLDING-PREPAID LEGAL		89.76	
PRJ 001-216700	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY ACCRUED AND WITHHELD FICA			156,668.88
PRJ 001-216700	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY ACCRUED AND WITHHELD FICA		156,668.88	
PRJ 111-600100	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY WAGES AND SALARIES		7,816.85	
PRJ 111-601900	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY STATE RETIREMENT		1,231.15	
PRJ 111-602200	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY FICA TAXES		565.04	
PRJ 111-602600	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY HEALTH INSURANCE		1,336.34	
PRJ 115-600100	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY WAGES AND SALARIES		9,598.40	
PRJ 115-601900	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY STATE RETIREMENT		1,511.74	
PRJ 115-602200	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY FICA TAXES		645.24	
PRJ 115-602600	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY HEALTH INSURANCE		3,280.46	
PRJ 125-600100	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY WAGES AND SALARIES		29,656.77	
PRJ 125-601900	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY STATE RETIREMENT		4,670.92	
PRJ 125-602200	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY FICA TAXES		2,132.34	
PRJ 125-602600	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY HEALTH INSURANCE		5,634.68	
PRJ 135-600100	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY WAGES AND SALARIES		25,954.39	
PRJ 135-601900	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY STATE RETIREMENT		4,087.82	
PRJ 135-602200	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY FICA TAXES		1,889.31	
	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			

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PRJ 135-602600	02/15/2018	021518	021518	1021518	1021518	HEALTH INSURANCE		4,005.54	
PRJ 145-600100	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
PRJ 145-601900	02/15/2018	021518	021518	1021518	1021518	WAGES AND SALARIES		39,631.31	
PRJ 145-602200	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
PRJ 145-602600	02/15/2018	021518	021518	1021518	1021518	STATE RETIREMENT		6,246.65	
PRJ 150-600100	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
PRJ 150-600400	02/15/2018	021518	021518	1021518	1021518	FICA TAXES		2,840.17	
PRJ 150-601000	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
PRJ 150-602200	02/15/2018	021518	021518	1021518	1021518	HEALTH INSURANCE		6,385.34	
PRJ 150-602600	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
PRJ 213-600100	02/15/2018	021518	021518	1021518	1021518	WAGES AND SALARIES		23,316.49	
PRJ 213-600400	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
PRJ 213-601000	02/15/2018	021518	021518	1021518	1021518	OVERTIME		38.21	
PRJ 213-601900	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
PRJ 213-602200	02/15/2018	021518	021518	1021518	1021518	STATE RETIREMENT		3,602.81	
PRJ 213-602600	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
PRJ 290-600100	02/15/2018	021518	021518	1021518	1021518	FICA TAXES		1,669.63	
PRJ 290-600400	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
PRJ 290-601000	02/15/2018	021518	021518	1021518	1021518	HEALTH INSURANCE		4,917.60	
PRJ 290-601900	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
PRJ 290-602200	02/15/2018	021518	021518	1021518	1021518	WAGES AND SALARIES		348,657.89	
PRJ 290-602600	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
PRJ 313-600100	02/15/2018	021518	021518	1021518	1021518	OVERTIME		53,295.10	
PRJ 313-600400	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
PRJ 313-601000	02/15/2018	021518	021518	1021518	1021518	HOLIDAY PAY		2,909.72	
PRJ 313-601900	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
PRJ 313-602200	02/15/2018	021518	021518	1021518	1021518	STATE RETIREMENT		63,765.85	
PRJ 313-602600	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
PRJ 313-600100	02/15/2018	021518	021518	1021518	1021518	FICA TAXES		29,251.90	
PRJ 313-600400	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
PRJ 313-601000	02/15/2018	021518	021518	1021518	1021518	HEALTH INSURANCE		67,044.70	
PRJ 313-601900	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
PRJ 313-602200	02/15/2018	021518	021518	1021518	1021518	WAGES AND SALARIES		259,785.00	
PRJ 313-602600	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
PRJ 313-600100	02/15/2018	021518	021518	1021518	1021518	OVERTIME		44,022.50	
PRJ 313-600400	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
PRJ 313-601000	02/15/2018	021518	021518	1021518	1021518	HOLIDAY PAY		12,350.08	
PRJ 313-601900	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
PRJ 313-602200	02/15/2018	021518	021518	1021518	1021518	STATE RETIREMENT		49,794.89	
PRJ 313-602600	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
PRJ 313-600100	02/15/2018	021518	021518	1021518	1021518	FICA TAXES		22,852.31	
PRJ 313-600400	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
PRJ 313-601000	02/15/2018	021518	021518	1021518	1021518	HEALTH INSURANCE		51,144.17	
PRJ 313-601900	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
PRJ 313-602200	02/15/2018	021518	021518	1021518	1021518	WAGES AND SALARIES		16,128.88	
PRJ 313-602600	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
PRJ 313-600100	02/15/2018	021518	021518	1021518	1021518	STATE RETIREMENT		2,549.74	
PRJ 313-600400	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
PRJ 313-601000	02/15/2018	021518	021518	1021518	1021518	FICA TAXES		1,184.98	

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PRJ 313-602600	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
	02/15/2018	021518	021518	1021518	1021518	HEALTH INSURANCE		1,551.52	
PRJ 315-600100	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
	02/15/2018	021518	021518	1021518	1021518	WAGES AND SALARIES		10,800.70	
PRJ 315-600400	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
	02/15/2018	021518	021518	1021518	1021518	OVERTIME		738.80	
PRJ 315-601900	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
	02/15/2018	021518	021518	1021518	1021518	STATE RETIREMENT		1,826.93	
PRJ 315-602200	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
	02/15/2018	021518	021518	1021518	1021518	FICA TAXES		855.64	
PRJ 315-602600	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
	02/15/2018	021518	021518	1021518	1021518	HEALTH INSURANCE		2,013.08	
PRJ 335-600100	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
	02/15/2018	021518	021518	1021518	1021518	WAGES AND SALARIES		15,461.73	
PRJ 335-601900	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
	02/15/2018	021518	021518	1021518	1021518	STATE RETIREMENT		2,439.95	
PRJ 335-602200	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
	02/15/2018	021518	021518	1021518	1021518	FICA TAXES		1,134.88	
PRJ 335-602600	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
	02/15/2018	021518	021518	1021518	1021518	HEALTH INSURANCE		1,687.43	
PRJ 325-600100	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
	02/15/2018	021518	021518	1021518	1021518	WAGES AND SALARIES		15,767.02	
PRJ 325-601900	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
	02/15/2018	021518	021518	1021518	1021518	STATE RETIREMENT		2,190.36	
PRJ 325-602200	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
	02/15/2018	021518	021518	1021518	1021518	FICA TAXES		1,153.98	
PRJ 325-602600	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
	02/15/2018	021518	021518	1021518	1021518	HEALTH INSURANCE		2,092.53	
PRJ 411-600100	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
	02/15/2018	021518	021518	1021518	1021518	WAGES AND SALARIES		60,886.35	
PRJ 411-600100-41130	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
	02/15/2018	021518	021518	1021518	1021518	WAGES AND SALARIES		932.53	
PRJ 411-600100-41133	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
	02/15/2018	021518	021518	1021518	1021518	WAGES AND SALARIES		1,026.36	
PRJ 411-600100-41136	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
	02/15/2018	021518	021518	1021518	1021518	WAGES AND SALARIES		6,027.26	
PRJ 411-600100-41138	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
	02/15/2018	021518	021518	1021518	1021518	WAGES AND SALARIES		7.69	
PRJ 411-600100-41140	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
	02/15/2018	021518	021518	1021518	1021518	WAGES AND SALARIES		1,103.31	
PRJ 411-600100-41144	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
	02/15/2018	021518	021518	1021518	1021518	WAGES AND SALARIES		2,395.98	
PRJ 411-600400	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
	02/15/2018	021518	021518	1021518	1021518	OVERTIME		1,279.83	
PRJ 411-600400-41130	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
	02/15/2018	021518	021518	1021518	1021518	OVERTIME		20.69	
PRJ 411-601900	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
	02/15/2018	021518	021518	1021518	1021518	STATE RETIREMENT		9,666.20	
	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			

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PRJ 411-601900-41130	02/15/2018 021518		021518	1021518	1021518	STATE RETIREMENT WARRANT=021518 RUN=1 BIWEEKLY		150.14	
PRJ 411-601900-41133	02/15/2018 021518		021518	1021518	1021518	STATE RETIREMENT WARRANT=021518 RUN=1 BIWEEKLY		161.65	
PRJ 411-601900-41136	02/15/2018 021518		021518	1021518	1021518	STATE RETIREMENT WARRANT=021518 RUN=1 BIWEEKLY		954.03	
PRJ 411-601900-41138	02/15/2018 021518		021518	1021518	1021518	STATE RETIREMENT WARRANT=021518 RUN=1 BIWEEKLY		1.21	
PRJ 411-601900-41140	02/15/2018 021518		021518	1021518	1021518	STATE RETIREMENT WARRANT=021518 RUN=1 BIWEEKLY		173.77	
PRJ 411-601900-41144	02/15/2018 021518		021518	1021518	1021518	STATE RETIREMENT WARRANT=021518 RUN=1 BIWEEKLY		377.37	
PRJ 411-602200	02/15/2018 021518		021518	1021518	1021518	FICA TAXES WARRANT=021518 RUN=1 BIWEEKLY		4,526.05	
PRJ 411-602200-41130	02/15/2018 021518		021518	1021518	1021518	FICA TAXES WARRANT=021518 RUN=1 BIWEEKLY		72.01	
PRJ 411-602200-41133	02/15/2018 021518		021518	1021518	1021518	FICA TAXES WARRANT=021518 RUN=1 BIWEEKLY		68.94	
PRJ 411-602200-41136	02/15/2018 021518		021518	1021518	1021518	FICA TAXES WARRANT=021518 RUN=1 BIWEEKLY		451.69	
PRJ 411-602200-41138	02/15/2018 021518		021518	1021518	1021518	FICA TAXES WARRANT=021518 RUN=1 BIWEEKLY		.58	
PRJ 411-602200-41140	02/15/2018 021518		021518	1021518	1021518	FICA TAXES WARRANT=021518 RUN=1 BIWEEKLY		70.82	
PRJ 411-602200-41144	02/15/2018 021518		021518	1021518	1021518	FICA TAXES WARRANT=021518 RUN=1 BIWEEKLY		181.57	
PRJ 411-602600	02/15/2018 021518		021518	1021518	1021518	HEALTH INSURANCE WARRANT=021518 RUN=1 BIWEEKLY		11,952.70	
PRJ 411-602600-41130	02/15/2018 021518		021518	1021518	1021518	HEALTH INSURANCE WARRANT=021518 RUN=1 BIWEEKLY		37.88	
PRJ 411-602600-41133	02/15/2018 021518		021518	1021518	1021518	HEALTH INSURANCE WARRANT=021518 RUN=1 BIWEEKLY		398.23	
PRJ 411-602600-41136	02/15/2018 021518		021518	1021518	1021518	HEALTH INSURANCE WARRANT=021518 RUN=1 BIWEEKLY		748.69	
PRJ 411-602600-41138	02/15/2018 021518		021518	1021518	1021518	HEALTH INSURANCE WARRANT=021518 RUN=1 BIWEEKLY		1.16	
PRJ 411-602600-41140	02/15/2018 021518		021518	1021518	1021518	HEALTH INSURANCE WARRANT=021518 RUN=1 BIWEEKLY		541.91	
PRJ 411-602600-41144	02/15/2018 021518		021518	1021518	1021518	HEALTH INSURANCE WARRANT=021518 RUN=1 BIWEEKLY		25.00	
PRJ 415-600100	02/15/2018 021518		021518	1021518	1021518	WAGES AND SALARIES WARRANT=021518 RUN=1 BIWEEKLY		1,844.62	
PRJ 415-601900	02/15/2018 021518		021518	1021518	1021518	STATE RETIREMENT WARRANT=021518 RUN=1 BIWEEKLY		295.25	
PRJ 415-602200	02/15/2018 021518		021518	1021518	1021518	FICA TAXES WARRANT=021518 RUN=1 BIWEEKLY		121.41	
PRJ 415-602600	02/15/2018 021518		021518	1021518	1021518	HEALTH INSURANCE WARRANT=021518 RUN=1 BIWEEKLY		724.54	
PRJ 430-600100						WAGES AND SALARIES		2,108.73	

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PRJ 430-601900	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY		332.13	
PRJ 430-602200	02/15/2018	021518	021518	1021518	1021518	STATE RETIREMENT WARRANT=021518 RUN=1 BIWEEKLY		143.97	
PRJ 430-602600	02/15/2018	021518	021518	1021518	1021518	FICA TAXES WARRANT=021518 RUN=1 BIWEEKLY		825.22	
PRJ 437-600100	02/15/2018	021518	021518	1021518	1021518	HEALTH INSURANCE WARRANT=021518 RUN=1 BIWEEKLY		1,427.25	
PRJ 437-601900	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY		224.79	
PRJ 437-602200	02/15/2018	021518	021518	1021518	1021518	STATE RETIREMENT WARRANT=021518 RUN=1 BIWEEKLY		95.61	
PRJ 437-602600	02/15/2018	021518	021518	1021518	1021518	FICA TAXES WARRANT=021518 RUN=1 BIWEEKLY		562.01	
PRJ 611-600100	02/15/2018	021518	021518	1021518	1021518	HEALTH INSURANCE WARRANT=021518 RUN=1 BIWEEKLY		41,140.16	
PRJ 611-601900	02/15/2018	021518	021518	1021518	1021518	WAGES AND SALARIES WARRANT=021518 RUN=1 BIWEEKLY		6,479.58	
PRJ 611-602200	02/15/2018	021518	021518	1021518	1021518	STATE RETIREMENT WARRANT=021518 RUN=1 BIWEEKLY		2,951.91	
PRJ 611-602600	02/15/2018	021518	021518	1021518	1021518	FICA TAXES WARRANT=021518 RUN=1 BIWEEKLY		8,776.06	
PRJ 621-600100	02/15/2018	021518	021518	1021518	1021518	HEALTH INSURANCE WARRANT=021518 RUN=1 BIWEEKLY		6,148.98	
PRJ 621-601900	02/15/2018	021518	021518	1021518	1021518	WAGES AND SALARIES WARRANT=021518 RUN=1 BIWEEKLY		968.46	
PRJ 621-602200	02/15/2018	021518	021518	1021518	1021518	STATE RETIREMENT WARRANT=021518 RUN=1 BIWEEKLY		455.66	
PRJ 621-602600	02/15/2018	021518	021518	1021518	1021518	FICA TAXES WARRANT=021518 RUN=1 BIWEEKLY		700.73	
PRJ 511-600100-05600	02/15/2018	021518	021518	1021518	1021518	HEALTH INSURANCE WARRANT=021518 RUN=1 BIWEEKLY		2,913.20	
PRJ 511-601900-05600	02/15/2018	021518	021518	1021518	1021518	WAGES AND SALARIES WARRANT=021518 RUN=1 BIWEEKLY		458.83	
PRJ 511-602200-05600	02/15/2018	021518	021518	1021518	1021518	STATE RETIREMENT WARRANT=021518 RUN=1 BIWEEKLY		214.76	
PRJ 511-602600-05600	02/15/2018	021518	021518	1021518	1021518	FICA TAXES WARRANT=021518 RUN=1 BIWEEKLY		369.68	
PRJ 515-600100-74500	02/15/2018	021518	021518	1021518	1021518	HEALTH INSURANCE WARRANT=021518 RUN=1 BIWEEKLY		3,438.15	
PRJ 515-601900-74500	02/15/2018	021518	021518	1021518	1021518	WAGES AND SALARIES WARRANT=021518 RUN=1 BIWEEKLY		541.51	
PRJ 515-602200-74500	02/15/2018	021518	021518	1021518	1021518	STATE RETIREMENT WARRANT=021518 RUN=1 BIWEEKLY		227.48	
PRJ 515-602600-74500	02/15/2018	021518	021518	1021518	1021518	FICA TAXES WARRANT=021518 RUN=1 BIWEEKLY		977.94	
PRJ 811-600100	02/15/2018	021518	021518	1021518	1021518	HEALTH INSURANCE WARRANT=021518 RUN=1 BIWEEKLY		25,570.10	
	02/15/2018	021518	021518	1021518	1021518	WAGES AND SALARIES WARRANT=021518 RUN=1 BIWEEKLY			

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
PRJ 811-600400	02/15/2018	021518	021518	1021518	1021518	OVERTIME		30.62	
PRJ 811-601900	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
PRJ 811-602200	02/15/2018	021518	021518	1021518	1021518	STATE RETIREMENT		4,032.13	
PRJ 811-602600	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
PRJ 825-600100	02/15/2018	021518	021518	1021518	1021518	FICA TAXES		1,856.90	
PRJ 825-601900	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
PRJ 825-602200	02/15/2018	021518	021518	1021518	1021518	HEALTH INSURANCE		5,318.34	
PRJ 825-602600	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
PRJ 445-600100	02/15/2018	021518	021518	1021518	1021518	WAGES AND SALARIES		1,540.26	
PRJ 445-600400	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
PRJ 445-601900	02/15/2018	021518	021518	1021518	1021518	STATE RETIREMENT		242.59	
PRJ 445-602200	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
PRJ 445-602600	02/15/2018	021518	021518	1021518	1021518	FICA TAXES		113.02	
PRJ 445-600100	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
PRJ 445-600400	02/15/2018	021518	021518	1021518	1021518	HEALTH INSURANCE		273.90	
PRJ 445-601900	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
PRJ 445-602200	02/15/2018	021518	021518	1021518	1021518	WAGES AND SALARIES		8,013.51	
PRJ 445-602600	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
PRJ 445-600100	02/15/2018	021518	021518	1021518	1021518	OVERTIME		233.31	
PRJ 445-600400	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
PRJ 445-601900	02/15/2018	021518	021518	1021518	1021518	STATE RETIREMENT		1,298.88	
PRJ 445-602200	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
PRJ 445-602600	02/15/2018	021518	021518	1021518	1021518	FICA TAXES		606.64	
PRJ 445-600100	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
PRJ 445-600400	02/15/2018	021518	021518	1021518	1021518	HEALTH INSURANCE		1,582.68	
PRJ 445-601900	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
GENERAL LEDGER TOTAL								3,670,387.17	3,670,387.17
PRJ 001-200100	02/15/2018					EQTY IN PLD CASH-GENERAL		1,457,686.13	
PRJ 010-110100	02/15/2018					EQUITY IN POOLED CASH			1,457,686.13
PRJ 001-201900	02/15/2018					EQTY IN PLD CASH-CDBG		9,141.55	
PRJ 200-110100	02/15/2018					EQUITY IN POOLED CASH			9,141.55
PRJ 001-203700	02/15/2018					EQTY IN PLD CASH-WATER\SEWER		38,977.86	
PRJ 400-110100	02/15/2018					EQUITY IN POOLED CASH			38,977.86
PRJ 001-204300	02/15/2018					EQTY IN PLD CASH-J T JONES		11,735.02	
PRJ 420-110100	02/15/2018					EQUITY IN POOLED CASH			11,735.02
SYSTEM GENERATED ENTRIES TOTAL								1,517,540.56	1,517,540.56

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T 0B	DEBIT	CREDIT
JOURNAL 2018/05/673							TOTAL	5,187,927.73	5,187,927.73
2018 5 673						EXPENDITURE CONTROL		1,457,686.13	
PRJ 010-311300	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
PRJ 200-311300	02/15/2018	021518	021518	1021518	1021518	EXPENDITURE CONTROL		9,141.55	
PRJ 400-311300	02/15/2018	021518	021518	1021518	1021518	WARRANT=021518 RUN=1 BIWEEKLY			
PRJ 420-311300	02/15/2018	021518	021518	1021518	1021518	EXPENDITURE CONTROL		38,977.86	
						WARRANT=021518 RUN=1 BIWEEKLY			
						EXPENDITURE CONTROL		11,735.02	
						WARRANT=021518 RUN=1 BIWEEKLY			

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FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001	POOLED CASH	2018	5	673	02/15/2018			
	001-100351					PAYROLL CLEARING	805,221.42	
	001-100351					PAYROLL CLEARING		2,865,165.75
	001-200100					EQTY IN PLD CASH-GENERAL	1,457,686.13	
	001-201900					EQTY IN PLD CASH-CDBG	9,141.55	
	001-203700					EQTY IN PLD CASH-WATER\SEWER	38,977.86	
	001-204300					EQTY IN PLD CASH-J T JONES	11,735.02	
	001-213700					WITHHOLDING-FEDERAL	78,631.11	
	001-213700					WITHHOLDING-FEDERAL		78,631.11
	001-213900					WITHHOLDING-STATE	59,470.63	
	001-213900					WITHHOLDING-STATE		30,946.41
	001-214100					WITHHOLDING-RETIREMENT	523,790.82	
	001-214100					WITHHOLDING-RETIREMENT		267,540.32
	001-214300					WITHHOLDING-HEALTH INSURANCE	467,257.99	
	001-214300					WITHHOLDING-HEALTH INSURANCE		234,270.17
	001-214350					WITHHOLDING-VISION 100%EE PAID		2,857.30
	001-214400					WITHHOLDING-FLEX SPENDING ACCT	9,231.52	
	001-214400					WITHHOLDING-FLEX SPENDING ACCT		4,594.93
	001-214500					WITHHOLDING-TAX LIENS	1,481.73	
	001-214500					WITHHOLDING-TAX LIENS		1,481.73
	001-214700					WITHHOLDING-GARNISHMENTS	12,730.43	
	001-214700					WITHHOLDING-GARNISHMENTS		9,231.95
	001-214900					WITHHOLDING-DEFERRED COMP	15,035.68	
	001-214900					WITHHOLDING-DEFERRED COMP		7,311.59
	001-215900					WITHHOLDING-POLICE BENEVOLENT	1,032.50	
	001-215900					WITHHOLDING-POLICE BENEVOLENT		516.25
	001-216100					WITHHOLDING-COLONIAL LIFE	224.84	
	001-216100					WITHHOLDING-COLONIAL LIFE		112.42
	001-216150					WITHHOLDING-LINCOLN NATL LIFE	8,986.72	
	001-216150					WITHHOLDING-LINCOLN NATL LIFE		4,544.00
	001-216300					WITHHOLDING-AFLAC	11,201.42	
	001-216300					WITHHOLDING-AFLAC		5,573.90
	001-216400					WITHHOLDING-UNUM	1,791.16	
	001-216400					WITHHOLDING-UNUM		895.58
	001-216500					WITHHOLDING-PREPAID LEGAL	89.76	
	001-216500					WITHHOLDING-PREPAID LEGAL		44.88
	001-216700					ACCRUED AND WITHHELD FICA	156,668.88	
	001-216700					ACCRUED AND WITHHELD FICA		156,668.88
						FUND TOTAL	3,670,387.17	3,670,387.17
010	GENERAL FUND	2018	5	673	02/15/2018			
	010-110100					EQUITY IN POOLED CASH		1,457,686.13
	010-311300					EXPENDITURE CONTROL	1,457,686.13	
						FUND TOTAL	1,457,686.13	1,457,686.13
200	COMMUNITY DEVELOPMENT	2018	5	673	02/15/2018			
	200-110100					EQUITY IN POOLED CASH		9,141.55

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FUND ACCOUNT	YEAR PER	JNL	EFF	DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
200-311300					EXPENDITURE CONTROL	9,141.55	
					FUND TOTAL	9,141.55	9,141.55
400 WATER/SEWER UTILITY FUND	2018 5	673	02/15/2018		EQUITY IN POOLED CASH		38,977.86
400-110100					EXPENDITURE CONTROL	38,977.86	
400-311300					FUND TOTAL	38,977.86	38,977.86
420 JOSEPH T JONES	2018 5	673	02/15/2018		EQUITY IN POOLED CASH		11,735.02
420-110100					EXPENDITURE CONTROL	11,735.02	
420-311300					FUND TOTAL	11,735.02	11,735.02

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FUND		DUE TO	DUE FROM
001	POOLED CASH	1,517,540.56	
010	GENERAL FUND		1,457,686.13
200	COMMUNITY DEVELOPMENT		9,141.55
400	WATER/SEWER UTILITY FUND		38,977.86
420	JOSEPH T JONES		11,735.02
TOTAL		1,517,540.56	1,517,540.56

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WARRANT 0201A

PAY PERIOD 01/15/2018 to 01/28/2018

CHECK DATE 02/01/2018

YEAR 2018 PERIOD 4
 EXPENDITURE ENTRIES
 SHORT DESC 0201A

GL EFF DATE 01/31/2018
 REFERENCE 0201A
 REFERENCE2 10201A

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
YEAR 2018 PERIOD 4				GL EFF DATE 01/31/2018	
411	600100		LEISURE SERVICES	WAGES AND SALARIES	127.24
411	600100	41142	LEISURE SERVICES	WAGES AND SALARIES	-63.62
411	601900		LEISURE SERVICES	STATE RETIREMENT	20.04
411	601900	41142	LEISURE SERVICES	STATE RETIREMENT	-10.02
411	602200		LEISURE SERVICES	FICA TAXES	9.72
411	602200	41142	LEISURE SERVICES	FICA TAXES	-4.86
FUND TOTALS					78.50
GRAND TOTALS					78.50

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2018 4 1375									
PRJ 001-100351	01/31/2018	0201A	0201A	10201A	10201A	PAYROLL CLEARING WARRANT=0201A RUN=1 BIWEEKLY		103.97	
PRJ 001-214100	01/31/2018	0201A	0201A	10201A	10201A	WITHHOLDING-RETIREMENT WARRANT=0201A RUN=1 BIWEEKLY			15.75
PRJ 001-216700	01/31/2018	0201A	0201A	10201A	10201A	ACCRUED AND WITHHELD FICA WARRANT=0201A RUN=1 BIWEEKLY			9.72
PRJ 001-216700	01/31/2018	0201A	0201A	10201A	10201A	ACCRUED AND WITHHELD FICA WARRANT=0201A RUN=1 BIWEEKLY		9.72	
PRJ 001-100351	01/31/2018	0201A	0201A	10201A	10201A	PAYROLL CLEARING WARRANT=0201A RUN=1 BIWEEKLY			166.72
PRJ 411-600100	01/31/2018	0201A	0201A	10201A	10201A	WAGES AND SALARIES WARRANT=0201A RUN=1 BIWEEKLY		127.24	
PRJ 411-600100-41142	01/31/2018	0201A	0201A	10201A	10201A	WAGES AND SALARIES WARRANT=0201A RUN=1 BIWEEKLY			63.62
PRJ 411-601900	01/31/2018	0201A	0201A	10201A	10201A	STATE RETIREMENT WARRANT=0201A RUN=1 BIWEEKLY		20.04	
PRJ 411-601900-41142	01/31/2018	0201A	0201A	10201A	10201A	STATE RETIREMENT WARRANT=0201A RUN=1 BIWEEKLY			10.02
PRJ 411-602200	01/31/2018	0201A	0201A	10201A	10201A	FICA TAXES WARRANT=0201A RUN=1 BIWEEKLY		9.72	
PRJ 411-602200-41142	01/31/2018	0201A	0201A	10201A	10201A	FICA TAXES WARRANT=0201A RUN=1 BIWEEKLY			4.86
GENERAL LEDGER TOTAL								270.69	270.69
PRJ 001-200100	01/31/2018					EQTY IN PLD CASH-GENERAL		78.50	
PRJ 010-110100	01/31/2018					EQUITY IN POOLED CASH			78.50
SYSTEM GENERATED ENTRIES TOTAL								78.50	78.50
JOURNAL 2018/04/1375 TOTAL								349.19	349.19
2018 4 1375									
PRJ 010-311300	01/31/2018	0201A	0201A	10201A	10201A	EXPENDITURE CONTROL WARRANT=0201A RUN=1 BIWEEKLY		78.50	

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GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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FUND	YEAR	PER	JNL	EFF	DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT								
001 POOLED CASH	2018	4	1375	01/31/2018				
001-100351					PAYROLL CLEARING	103.97		
001-100351					PAYROLL CLEARING			166.72
001-200100					EQTY IN PLD CASH-GENERAL	78.50		
001-214100					WITHHOLDING-RETIREMENT			15.75
001-216700					ACCRUED AND WITHHELD FICA	9.72		
001-216700					ACCRUED AND WITHHELD FICA			9.72
					FUND TOTAL	192.19		192.19
010 GENERAL FUND	2018	4	1375	01/31/2018				
010-110100					EQUITY IN POOLED CASH			78.50
010-311300					EXPENDITURE CONTROL	78.50		
					FUND TOTAL	78.50		78.50

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FUND		DUE TO	DUE FROM
001	POOLED CASH	78.50	
010	GENERAL FUND		78.50
TOTAL		78.50	78.50

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WARRANT 0215C

PAY PERIOD 01/29/2018 to 02/11/2018

CHECK DATE 02/15/2018

YEAR 2018 PERIOD 5
EXPENDITURE ENTRIES
SHORT DESC 0215C

GL EFF DATE 02/15/2018
REFERENCE 0215C
REFERENCE2 10215C

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
YEAR 2018 PERIOD 5				GL EFF DATE 02/15/2018	
290	600100		FIRE	WAGES AND SALARIES	1,319.19
290	601900		FIRE	STATE RETIREMENT	207.77
290	602200		FIRE	FICA TAXES	100.92
FUND TOTALS					1,627.88
GRAND TOTALS					1,627.88

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CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2018 5 713									
PRJ 001-100351	02/15/2018	0215C	0215C	10215C	10215C	PAYROLL CLEARING WARRANT=0215C RUN=1 BIWEEKLY		696.67	
PRJ 001-213700	02/15/2018	0215C	0215C	10215C	10215C	WITHHOLDING-FEDERAL WARRANT=0215C RUN=1 BIWEEKLY			119.65
PRJ 001-213900	02/15/2018	0215C	0215C	10215C	10215C	WITHHOLDING-STATE WARRANT=0215C RUN=1 BIWEEKLY			48.68
PRJ 001-214100	02/15/2018	0215C	0215C	10215C	10215C	WITHHOLDING-RETIREMENT WARRANT=0215C RUN=1 BIWEEKLY			326.50
PRJ 001-216700	02/15/2018	0215C	0215C	10215C	10215C	ACCRUED AND WITHHELD FICA WARRANT=0215C RUN=1 BIWEEKLY			201.84
PRJ 290-600100	02/15/2018	0215C	0215C	10215C	10215C	WAGES AND SALARIES WARRANT=0215C RUN=1 BIWEEKLY		1,319.19	
PRJ 001-100351	02/15/2018	0215C	0215C	10215C	10215C	PAYROLL CLEARING WARRANT=0215C RUN=1 BIWEEKLY			1,627.88
PRJ 290-601900	02/15/2018	0215C	0215C	10215C	10215C	STATE RETIREMENT WARRANT=0215C RUN=1 BIWEEKLY		207.77	
PRJ 290-602200	02/15/2018	0215C	0215C	10215C	10215C	FICA TAXES WARRANT=0215C RUN=1 BIWEEKLY		100.92	
GENERAL LEDGER TOTAL								2,324.55	2,324.55
PRJ 001-200100	02/15/2018					EQTY IN PLD CASH-GENERAL		1,627.88	
PRJ 010-110100	02/15/2018					EQUITY IN POOLED CASH			1,627.88
SYSTEM GENERATED ENTRIES TOTAL								1,627.88	1,627.88
JOURNAL 2018/05/713 TOTAL								3,952.43	3,952.43
2018 5 713									
PRJ 010-311300	02/15/2018	0215C	0215C	10215C	10215C	EXPENDITURE CONTROL WARRANT=0215C RUN=1 BIWEEKLY		1,627.88	

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FUND	ACCOUNT	YEAR	PER	JNL	EFF	DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001	POOLED CASH	2018	5	713	02/15/2018				
	001-100351						PAYROLL CLEARING	696.67	
	001-100351						PAYROLL CLEARING		1,627.88
	001-200100						EQTY IN PLD CASH-GENERAL	1,627.88	
	001-213700						WITHHOLDING-FEDERAL		119.65
	001-213900						WITHHOLDING-STATE		48.68
	001-214100						WITHHOLDING-RETIREMENT		326.50
	001-216700						ACCRUED AND WITHHELD FICA		201.84
							FUND TOTAL	2,324.55	2,324.55
010	GENERAL FUND	2018	5	713	02/15/2018				
	010-110100						EQUITY IN POOLED CASH		1,627.88
	010-311300						EXPENDITURE CONTROL	1,627.88	
							FUND TOTAL	1,627.88	1,627.88

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FUND		DUE TO	DUE FROM
001	POOLED CASH	1,627.88	
010	GENERAL FUND		1,627.88
TOTAL		1,627.88	1,627.88

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WARRANT V3866

PAY PERIOD 01/29/2018 to 02/11/2018

CHECK DATE 02/15/2018

YEAR 2018 PERIOD 5
EXPENDITURE ENTRIES
SHORT DESC V3886

GL EFF DATE 02/15/2018
REFERENCE V3886
REFERENCE2 VV3866

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
YEAR 2018 PERIOD 5				GL EFF DATE 02/15/2018	
213	600100		POLICE OPERATING	WAGES AND SALARIES	-6,849.72
213	601900		POLICE OPERATING	STATE RETIREMENT	-1,078.83
213	602200		POLICE OPERATING	FICA TAXES	-524.00
FUND TOTALS					-8,452.55
GRAND TOTALS					-8,452.55

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2018 5 712									
PRJ 001-100351	02/15/2018	V3886	V3886	VV3866	VV3866	PAYROLL CLEARING WARRANT=V3866 RUN=V VOID PAY			4,234.42
PRJ 001-213700	02/15/2018	V3886	V3886	VV3866	VV3866	WITHHOLDING-FEDERAL WARRANT=V3866 RUN=V VOID PAY		1,203.88	
PRJ 001-213900	02/15/2018	V3886	V3886	VV3866	VV3866	WITHHOLDING-STATE WARRANT=V3866 RUN=V VOID PAY		287.24	
PRJ 001-214100	02/15/2018	V3886	V3886	VV3866	VV3866	WITHHOLDING-RETIREMENT WARRANT=V3866 RUN=V VOID PAY		1,695.30	
PRJ 001-216700	02/15/2018	V3886	V3886	VV3866	VV3866	ACCRUED AND WITHHELD FICA WARRANT=V3866 RUN=V VOID PAY		1,048.00	
PRJ 213-600100	02/15/2018	V3886	V3886	VV3866	VV3866	WAGES AND SALARIES WARRANT=V3866 RUN=V VOID PAY		8,452.55	6,849.72
PRJ 001-100351	02/15/2018	V3886	V3886	VV3866	VV3866	PAYROLL CLEARING WARRANT=V3866 RUN=V VOID PAY			
PRJ 213-601900	02/15/2018	V3886	V3886	VV3866	VV3866	STATE RETIREMENT WARRANT=V3866 RUN=V VOID PAY			1,078.83
PRJ 213-602200	02/15/2018	V3886	V3886	VV3866	VV3866	FICA TAXES WARRANT=V3866 RUN=V VOID PAY			524.00
GENERAL LEDGER TOTAL								12,686.97	12,686.97
PRJ 001-200100	02/15/2018					EQTY IN PLD CASH-GENERAL			8,452.55
PRJ 010-110100	02/15/2018					EQUITY IN POOLED CASH		8,452.55	
SYSTEM GENERATED ENTRIES TOTAL								8,452.55	8,452.55
JOURNAL 2018/05/712 TOTAL								21,139.52	21,139.52
2018 5 712									
PRJ 010-311300	02/15/2018	V3886	V3886	VV3866	VV3866	EXPENDITURE CONTROL WARRANT=V3866 RUN=V VOID PAY			8,452.55

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CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: VOID PAYROLL

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prjournl

FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001	POOLED CASH	2018	5	712	02/15/2018			
	001-100351					PAYROLL CLEARING	8,452.55	
	001-100351					PAYROLL CLEARING		4,234.42
	001-200100					EQTY IN PLD CASH-GENERAL		8,452.55
	001-213700					WITHHOLDING-FEDERAL	1,203.88	
	001-213900					WITHHOLDING-STATE	287.24	
	001-214100					WITHHOLDING-RETIREMENT	1,695.30	
	001-216700					ACCRUED AND WITHHELD FICA	1,048.00	
						FUND TOTAL	12,686.97	12,686.97
010	GENERAL FUND	2018	5	712	02/15/2018			
	010-110100					EQUITY IN POOLED CASH	8,452.55	
	010-311300					EXPENDITURE CONTROL		8,452.55
						FUND TOTAL	8,452.55	8,452.55

02/14/2018 15:36
 scasey

CITY OF GULFPORT
 GENERAL LEDGER DISTRIBUTION JOURNAL: VOID PAYROLL

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 prjournal

FUND		DUE TO	DUE FROM
001	POOLED CASH	8,452.55	
010	GENERAL FUND		8,452.55
TOTAL		8,452.55	8,452.55

** END OF REPORT - Generated by Shelia Casey **



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Mary Collins, Procurement Specialist
Finance

Date: 03/06/2018

Subject: Privilege License Report - issued during the months of January and February 2018 - to be made a part of the minutes.

Recommendation:

Memorandum - City of Gulfport

City Clerk

To: The Honorable Mayor and City Council

From: Mary Collins, Deputy City Clerk

Date: March 6, 2018

Re: Privilege Licenses Issued January-February, 2018

Attached is a report of the privilege licenses issued by the City of Gulfport for the period of January 1 thru February 28, 2018 per Mississippi Code §Ann. 27-17-501 to be spread on the minutes.

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

PRIVILEGE LICENSES JANUARY 2018

Customer Name	Customer Address Line	Amount	Post Date
MIGHTY MEN MOVERS	13333 TWIN DRIVE	\$20.00	01/03/2018
AARON ALLEN LLC	13185 THREE RIVERS RD	\$13.20	01/03/2018
BIG 2 ENGINE REBUILDERS, INC.	3210 25TH AVENUE	\$19.80	01/03/2018
FAMILY CLEANING SERVICES	2704 KELLY AVE	\$13.20	01/03/2018
THE SALVATION ARMY FAMILY STORE	8352 HWY 49	\$13.20	01/03/2018
WELLNESS WITHIN PLLC	2205 25TH AVE STE B	\$13.20	01/03/2018
REDBOX AUTOMATED RETAIL	ONE TOWER LANE #900	\$10.00	01/03/2018
BECC INC	2501 14TH ST STE 214	\$15.00	01/04/2018
FIDELIS REALTY	16113 ORANGE GROVE RD STE 1A	\$15.00	01/04/2018
PACIFIC SUNWEAR #1121	ATTN: TAX DEPT	\$37.50	01/04/2018
BENJAMIN F EDWARDS & CO INC	401 COWAN RD	\$19.80	01/04/2018
PHILLIPS METAL PRODUCTS	13080 HWY 49	\$99.00	01/04/2018
R & M IMPORT	1910 28TH ST	\$13.20	01/04/2018
RAYBOURNS HAIR CENTER	12178 HWY 49 #A	\$19.80	01/04/2018
SUPREME CONSULTANT FIRM	2228 28TH ST	\$13.20	01/04/2018
SALVAS PROPERTY MANAGEMENT	16113 ORANGE GROVE RD STE 1B	\$15.00	01/04/2018
FREEDOM ROAD BIKER GEAR	1956 E PASS RD	\$15.00	01/04/2018
J D HANDYMAN	1333 20TH STREET	\$20.00	01/05/2018
SOCIAL MEDIA CONNEC	645 25TH ST	\$15.00	01/05/2018
MACK POOLS & LAWN CARE	3916 MONTEREY DR	\$20.00	01/05/2018
CAROL L HENDERSON PA THE LAW FIRM	1600 24TH AVENUE	\$20.00	01/08/2018
CHIPMAN PLUMBING INC	11197 OLD HWY 49	\$22.50	01/08/2018
SIMMONS LAWN CARE	11205 HENDRY RD	\$15.00	01/08/2018
EASTERLING ENTERPRISES	651 35TH ST	\$45.00	01/09/2018
GEORGES MARINE WOODWORK & REPAIR LLC	1311 PINE STREET	\$20.00	01/09/2018
K & K INVESTMENTS	315 DARBY STREET	\$20.00	01/09/2018
MHDS CHILD SUPPORT ENFORCEMENT	14231 SEAWAY RD STE 5001	\$43.56	01/09/2018
LA TRIBU PRODUCE	11345 MIA CIRCLE	\$15.00	01/09/2018
COASTAL SEW & VAC	12100 HIGHWAY 49	\$20.00	01/10/2018
LISA NAILS & BEAUTY SUPPLIES	1615 25TH AVE	\$20.00	01/10/2018
RICHARD F BOOTON	1513 19TH AVENUE	\$20.00	01/10/2018
SUBWAY SANDWICHES #2603	41 HARDY COURT	\$30.00	01/10/2018
SP HOLDING LLC	12435 PLUNKETT RD	\$16.60	01/10/2018

PRIVILEGE LICENSES JANUARY 2018

ORECK OF GULFPORT	1740 -C EAST PASS ROAD	\$15.00	01/10/2018
RHODES CLUB FITNESS	145 HARDY COURT SHOPPING CTR	\$15.00	01/10/2018
KELLYS SPORTS PUB	2608 13TH ST	\$29.70	01/10/2018
THE YOGA CENTER	1611 EAST PASS RD	\$13.20	01/10/2018
HIMALAYAN EXCHANGE	2224 PASS RD APT 712	\$15.00	01/10/2018
BLOSSMAN GAS INC	3000 25TH AVE	\$30.00	01/11/2018
PALM BEACH TAN	1116 COWAN RD	\$30.00	01/11/2018
PALM BEACH TAN	11422 HWY 49	\$30.00	01/11/2018
PANDAS PAIR O DICE	45 HARDY CT	\$24.38	01/11/2018
THE HILLMAN GROUP INC	8990 S KYRENE ROAD	\$20.00	01/12/2018
CARTERS PAINTING & DRYWALL	24 YORKSHIRE PKWY	\$15.00	01/16/2018
FREEDOM MOTORS	P O BOX 7617	\$56.25	01/16/2018
ELITE SCREEN PRINTING	1616 25TH AVE	\$15.00	01/16/2018
1 CALL PAUL BARBER AND BEAUTY SHOP	2103 25TH AVE	\$16.60	01/17/2018
THE TOP SHELF	1664 BEACH BLVD	\$15.00	01/17/2018
COASTAL THERAPEUTIC MASSAGE	1092 ACADIAN DR STE 2	\$13.20	01/17/2018
MANE ATTRACTION HAIRTIQUE	2816 PASS RD	\$11.60	01/17/2018
THE FOCAL POINT	1608 RHORER AVE	\$11.60	01/17/2018
TWISTED RUSTICS	14058 OLD MOSSY TRAIL	\$15.00	01/17/2018
PLYMOUTH BUILDING PRODUCT INC	14373 CREOSOTE ROAD	\$43.50	01/18/2018
MCNAIR HOMES	13440 WOODLAND DRIVE	\$20.00	01/19/2018
TIM LADNER ELECTRIC	3 JAY DRIVE	\$20.00	01/19/2018
MICHAELS LAWN SERVICE	13611 THREE RIVERS ROAD	\$11.60	01/19/2018
WILDFLOWER CATERING	2404 23RD AVE	\$11.60	01/19/2018
VENEVAA JO'S	12452 HWY 49 STE C	\$15.00	01/19/2018
CONN ELECTRIC CO INC	15307 NORTH SWAN RD	\$20.00	01/22/2018
WILLIAM SMITH PAINT & BODY SHOP	1137 34TH ST	\$20.00	01/22/2018
B DRAKE'S EFFECT	3224 D AVE STE A4	\$15.00	01/22/2018
SHAW DESIGN GROUP P A	2404 24TH AVENUE	\$20.00	01/23/2018
CITI TRENDS # 434	405 EAST PASS ROAD # 2	\$49.50	01/23/2018
SUPERIOR INSULATION OF THE GULF COAST	14410 CREOSOTE ROAD STE B	\$33.66	01/23/2018
R KEITH BELL	11420 ASHTON LANE W.	\$11.60	01/23/2018
ANDERSON OROZCO PLLC	1617 25TH AVE UNIT D	\$19.14	01/23/2018
PAGE & JONES, INC.	1317 A 24TH AVE	\$11.60	01/23/2018

PRIVILEGE LICENSES JANUARY 2018

PANDA PALACE	15200 CROSSROADS PKWY	\$26.10	01/23/2018
SUNSOUTH	4100 HARTFORD HWY	\$696.00	01/23/2018
FERGUSONS CHECK CASHING	1809 PASS RD	\$15.00	01/23/2018
ANDERSON OROZCO HOLDINGS LLC	P O BOX 666	\$15.00	01/23/2018
BLUE CLIFF COLLEGE	12251 BERNARD PARKWAY	\$60.00	01/24/2018
HAIR BOUTIQUE	1903 31ST AVE	\$20.00	01/24/2018
TERMINIX	14092 FASTWAY LN	\$45.00	01/24/2018
GOLLOTT & SONS TRANSFER	3207 D AVE	\$17.40	01/24/2018
HWY 49 USED CARS	3803 25TH AVE	\$23.20	01/24/2018
SIGNAL PLUS	3803 25TH AVE	\$11.60	01/24/2018
ABC TOWING	14125 ONEAL ROAD	\$20.00	01/25/2018
LABOR FINDERS	P O BOX 1380	\$20.00	01/25/2018
NEW BEGINNINGS	15154 DEDEAUX ROAD	\$20.00	01/25/2018
NEW OUTLOOKS	445 MCGUIRE CIRCLE	\$20.00	01/25/2018
T N B	15154 DEDEAUX ROAD	\$20.00	01/25/2018
AUTO CASH INC (DBA)	4799 LIVE OAK CHURCH RD	\$11.60	01/25/2018
PHYSICIANS PAIN & SPINE SPECIALISTS PLLC	14986 ANGELA DR	\$11.60	01/25/2018
ECOATM LLC	9350 HWY 49	\$10.00	01/25/2018
GOOD SHEPHERD CHRISTIAN ACADEMY	80 48TH STREET	\$87.00	01/26/2018
LACUESTA RICK DDS	22 29TH STREET	\$30.00	01/26/2018
SPARKLE CAR CLEANING	2912 13TH ST	\$20.00	01/26/2018
TAYLOR HARRIS DRUG STORE	1908 30TH AVE	\$20.00	01/26/2018
CINEMARK USA	15171 COMMUNITY RD	\$30.00	01/26/2018
GORMAN THE JEWELER	2425 14TH ST	\$13.20	01/26/2018
SHARI HERRING ATTORNEY AT LAW	549 EAST PASS ROAD	\$11.60	01/26/2018
GULF COAST COURT SERVICES,INC	1626 24TH AVE	\$20.00	01/29/2018
GULF COAST DENTAL CARE P A	15503 OAK LANE STE 300B	\$54.00	01/29/2018
THAI LOUTUS	2327 25TH AVENUE	\$30.00	01/29/2018
BOOST MOBILE	9210 HWY 49	\$15.00	01/29/2018
SALVAGE WORLD BUILDING SUPPLIES	3801 25TH AVE	\$18.75	01/29/2018
CORPORATE MANAGEMENT INC	11545 OLD HWY 49	\$53.46	01/29/2018
GOOD KARMA CAFE	31492 ANNER ROAD	\$13.20	01/29/2018
BENECORP INC	606 35TH ST	\$11.60	01/29/2018
BOWEN GENETICS INC	13431 WINDSONG DRIVE	\$11.60	01/29/2018

PRIVILEGE LICENSES JANUARY 2018

DESIGN PRECAST & PIPE INC	15215 DEDEAUX ROAD	\$52.20	01/29/2018
FORE CONSTRUCTION INC	15215 DEDEAUX ROAD	\$17.40	01/29/2018
GULF COAST EVENT CENTER	9475 HWY 49	\$22.85	01/29/2018
MISSISSIPPI MATTRESS CO LLC	1502 30TH AVENUE	\$11.60	01/29/2018
SHELLY & DESTRY'S BARBER SHOP	12342 ASHLEY DR STE B	\$11.60	01/29/2018
WORLD ACCEPTANCE CORPORATION	12449 HWY 49	\$17.40	01/29/2018
BILOXI CLUB 24	1355 E PASS RD	\$15.00	01/29/2018
PERFORMANCE MUFFLER & ACCESSORIES LLC	14504 DEDEAUX ROAD	\$30.00	01/30/2018
EVERYTHING KAYAK, LLC	15240 CREOSOTE ROAD	\$69.38	01/30/2018
E K EMBROIDERY	2219 PASS RD	\$15.00	01/30/2018
ALTERATION-LYNN	1922 PASS ROAD	\$11.60	01/30/2018
BUFFALO WILD WINGS	15530 DANIEL BLVD	\$95.70	01/30/2018
MAC'S ISLAND LOUNGE	809 34TH ST	\$20.30	01/30/2018
OFFICE FURNITURE SOLUTIONS LLC	4300 HEWES AVE	\$11.60	01/30/2018
NGUYEN THANH	2060 CAMP WILKENS RD	\$25.00	01/30/2018
HUE TRAN NGUYEN	2060 CAMPS WILKES RD	\$25.00	01/30/2018
DELORIS HAIR FLAIR SALON	12001 MOBILE AVENUE	\$20.00	01/31/2018
PRO COMPUTERS	11530 HWY 49 STE F	\$20.00	01/31/2018
DREAM LAND MOWING	309 ROBERT DALE DRIVE	\$13.20	01/31/2018
DODGES STORE	P.O. BOX 1688	\$52.20	01/31/2018
MILLER ICE MACHINE COMPANY	11195 WOODLEY COVE	\$11.60	01/31/2018
THRIFT MART	1263 PASS RD	\$11.60	01/31/2018
CEC ENTERTAINMENT, INC 562	P O BOX 2440	\$2,865.00	01/31/2018
GRAYSTONE LOCKSMITHS & SAFE CO	P O BOX 32	\$15.00	01/31/2018
ARCCO POWER SYSTEMS	14336 SEAWAY RD	\$15.00	01/31/2018
TOUCHED BY BECCA CLEANING LLC	1520 29TH AVE STE 21	\$15.00	01/31/2018
NAILED IT 1	13042 DEDEAUX RD	\$15.00	01/31/2018
TOTAL		\$6,448.63	

PRIVILEGE LICENSES FEBRUARY 2018

Customer Name 1	Customer Address Line 1	Amount	Post Date
SOUTH MISSISSIPPI KIDNEY CENTER N GPT	2525 33RD STREET	\$33.00	02/02/2018
FOCUS GROUP INC	11545 OLD HWY 49	\$21.78	02/02/2018
STRATEGIC SYSTEMS INC	1323 28TH AVE	\$11.60	02/02/2018
STEVENSON ELITE	15377 PINEWOOD CT	\$13.20	02/02/2018
SLAP YA MOMMA'S	1830 BEACH BLVD	\$13.20	02/02/2018
UNDER ARMOUR RETAIL OF SOUTH MS, LLC	10000 FACTORY SHOP BLVD	\$53.65	02/05/2018
ANNA'S CLOSET	3510 PARK BLVD	\$20.00	02/06/2018
365 MOTORSPORTS	1701 28TH ST	\$11.60	02/06/2018
DHL SUPPLY CHAIN	570 POLARIS PARKWAY DEPT 275	\$24.36	02/06/2018
SEASHORE CAMPGROUND RETIRED HOME INC	12170 HIGHLAND WAY	\$125.28	02/06/2018
FUNNY ICE CREAM	11 BEAU BRAUN	\$25.00	02/06/2018
FUNNY ICE CREAM	11 BEAU BRAUN	\$125.00	02/06/2018
FUNNY ICE CREAM	11 BEAU BRAUN	\$100.00	02/06/2018
SUNSET TOYS	26805 SR 70 E	\$175.00	02/06/2018
ALL-IN ONE GARAGE	2811 22ND AVE STE B	\$13.20	02/06/2018
ACE RADIATOR ALIGNMENT & AIR CONDITIONIN	3221 A AVE	\$19.80	02/07/2018
ONEALS SEAFOOD RESTAURANT	2330 E PASS RD	\$19.80	02/07/2018
BELLA'S BARN	9053 BRIARWOOD PL	\$11.60	02/07/2018
DISABLED AMERICAN VETERAN CHAPTER 5	2600 23RD AVENUE	\$20.30	02/07/2018
RIVERS PSYCHOTHERAPY SERVICES PLLC	P O BOX 255	\$11.60	02/07/2018
TOCS TOWING & RECOVERY INC	3028 25TH AVE	\$20.00	02/08/2018
DONNY MORAN ENTERPRISES LLC	17078 MAGNOLIA COVE DRIVE	\$11.60	02/08/2018
LITTLE LADY'S WEED WARRIORS	104 S KERN DR	\$11.60	02/08/2018
ORA ENTERPRISE	115 DONNA STREET	\$11.60	02/08/2018
AFTERMATH SERVICES	75 EXECUTIVE DR STE 200	\$13.20	02/08/2018
CLIMB CDC/NON PROFIT	1316 30TH AVE	\$37.62	02/08/2018
DESIGNS BY EVELYN	112 ELEANOR AVE	\$25.00	02/08/2018
DELLINGER BRO	4335 N SUSQUEHANNA TRAIL	\$125.00	02/09/2018
MARDI GRAS BY JAYNE	11114 DAURO ROAD	\$25.00	02/09/2018
JERRY ROBERTS	427 MCDOWELL AVE	\$225.00	02/09/2018
HEAVENLY TOUCH LANDSCAPE	565 N FOREST DR	\$13.20	02/09/2018
DADS CAMPER OUTLET	14101 HWY 49	\$533.60	02/12/2018
DOG SHEBANG INC	14406 O NEAL ROAD	\$11.60	02/12/2018

PRIVILEGE LICENSES FEBRUARY 2018

MICHUA'S TIRE SERVICE LLC	1022 E PASS RD	\$11.60	02/12/2018
SUBWAY SANDWICHES #13390	15157 CREOSOTE RD	\$11.60	02/12/2018
DRESSED IN BLUE	8930 LORRAINE RD #B	\$21.45	02/12/2018
STEVENSON ELITE RENOVATIONS	15377 PINEWOOD CT	\$13.20	02/12/2018
MICHELLE TOMES BRYAN ATTORNEY AT LAW	6209 SHELLY DR	\$13.20	02/12/2018
VALUE PLACE	8621 E 21ST NORTH #250	\$20.00	02/13/2018
SSC	2700 HEWES AVE	\$16.60	02/13/2018
SERVICE MASTER CLEAN	14373 CREOSOTE	\$45.00	02/13/2018
D & G CLEANING SERVICES	14351 COLLINGWOOD CV	\$11.60	02/13/2018
TOWN & COUNTY VETERINARY CLINIC PLLC	13430 DEDEAUX ROAD	\$17.40	02/13/2018
AM CHAZZ ENT	2313 INDIAN KEY DR	\$100.00	02/13/2018
BOYCE HOLLEMAN PROF ASSOC	1720 23RD AVE	\$19.14	02/14/2018
BILLI'S VARIETY STORE	1809 PASS ROAD STE B	\$10.00	02/14/2018
THE SWAP SHOP	1140 PASS ROAD UNIT A	\$16.60	02/14/2018
GOODS 2 GO	2815 19TH AVE STE A	\$13.20	02/15/2018
CHUCK KELLY BEAUTY SALON & SPA	360 COURTHOUSE RD	\$49.50	02/16/2018
VISION REALTY GROUP	1317 24TH AVE	\$13.20	02/16/2018
NU-WAY AUTO	12083 HIGHWAY 49	\$18.85	02/16/2018
SHRIMP BASKET OF GULFPORT INC	9265 HWY 49	\$43.50	02/16/2018
EL AGUILA	187 TEGARDEN DR	\$22.50	02/16/2018
FIRST CONSUMER FINANCIAL	2210 PASS RD STE A	\$10.00	02/16/2018
GULF COAST LAUNDRY SERVICES	12071 SEAWAY ROAD	\$75.00	02/16/2018
TWO MEN AND A TRUCK	4613 TENNESSEE AVE	\$15.00	02/16/2018
GULF COAST PEDIATRIC DENTISTRY	11280 E TAYLOR RD	\$10.00	02/16/2018
HEALTH NUTS	9138 CARL LEGGETT RD STE A	\$10.00	02/16/2018
K & C CREATIONS	2701 14TH AVE BOOTH#14	\$10.00	02/16/2018
K L HARRY LOGISTIC & CONSULTION	12215 AMBER CV	\$10.00	02/16/2018
MCDONALD LAW PRACTICE PLLC	1914 24TH AVE	\$10.00	02/16/2018
SIMPLY SADIE JANE	360 COURTHOUSE RD STE A	\$13.20	02/16/2018
REFUND AMERICA	3451 WASHINGTON AVE STE C	\$13.20	02/16/2018
COSPOS SNOWBALLS	1501 42ND AVE	\$20.00	02/21/2018
DEEN'S FLORIST & NURSERY	1501 42ND AVE	\$20.00	02/21/2018
VERLON'S BUSINESS & TAX SERVICE	1909 E. PASS RD	\$16.60	02/21/2018
HOUSTON TAYLOR HEAT AND AIR CONDITIONING	5914 28TH ST	\$13.20	02/21/2018

PRIVILEGE LICENSES FEBRUARY 2018

AICHA HAIR BRAIDING & BEAUTY	2006 PASS RD	\$11.60	02/21/2018
BUCHANAN TIMBER	200 48TH ST	\$11.60	02/21/2018
J CARTER & CO. REAL ESTATE & DEVELOPMENT	2408 14TH ST	\$11.60	02/21/2018
NAVY FEDERAL CREDIT UNION INC	15163 CROSSROADS PARKWAY	\$26.10	02/21/2018
SHAGGYS GULFPORT BEACH	1724 E BEACH BLVD	\$78.30	02/21/2018
2030 FAST TRACK GULF COAST	2953 BIENVILLE BLVD #116	\$10.00	02/21/2018
CORE CHIROSORT PLLC	370 COURTHOUSE RD STE 101	\$10.00	02/21/2018
SPEEDY CASH	9240 HWY 49	\$15.00	02/21/2018
THREE DOGS STITCHING	8 HOLLY COURT	\$12.50	02/21/2018
SPEEDY CASH	9240 HWY 49	\$10.00	02/21/2018
SIGNS FIRST GULFPORT	1829 25TH AVE STE B	\$13.20	02/21/2018
LE NAILS & SPA	11010 HWY 49 STE 11	\$13.20	02/21/2018
ANDRES PERFORMANCE & CUSTOM	11501 THREE RIVERS RD	\$13.20	02/22/2018
COAST GULF LLC	P O BOX 72	\$21.50	02/22/2018
DERRICK EDWARDS LLC	3413 B AVE	\$13.20	02/22/2018
STROJNY & STROJNY	12342 ASHLEY DR	\$20.00	02/23/2018
BUBBLES AND BOWS	15174 DEDEAUX ROAD	\$11.60	02/23/2018
HAIL MARY GIFTS	1816 EAST PASS ROAD	\$11.60	02/23/2018
RACK ROOM SHOES INC	10000 FACTORY SHOP BLVD SUITE 630	\$53.65	02/23/2018
ELITE MEDICAL CLINIC	9454 THREE RIVERS RD	\$10.00	02/23/2018
FAMILY CHECK ADVANCE	11180 HWY 49	\$10.00	02/23/2018
GULF COAST HOLDINGS COM LLC	1710 E. PASS ROAD	\$10.00	02/23/2018
HABITAT FOR HUMANITY RESTORE OF MS GULF	2214 34TH ST	\$10.00	02/23/2018
NANCY SHROYER	813 JOSEPH AVE	\$10.00	02/23/2018
NEEL - SCHAFER, INC.	14035 M AIRPORT ROAD	\$10.00	02/23/2018
NELLA	516 COURTHOUSE RD STE E	\$10.00	02/23/2018
NICKS LAW FIRM	1800 25TH AVE	\$22.50	02/23/2018
TITLE CASH OF LAUREL INC	12449 HWY 49 S STE B	\$10.00	02/23/2018
WENDY'S #242	263 WAGNER PLACE	\$15.00	02/23/2018
WENDYS #243	263 WAGNER PL	\$15.00	02/23/2018
WENDYS #247	263 WAGNER PL	\$15.00	02/23/2018
180 MEDIA	110 S WILSON BLVD	\$13.20	02/23/2018
HARRY P HEWES ATTORNEY	11531 BRIARSTONE PL	\$13.20	02/23/2018
SOUTHERN PHARMACY CLINICAL MANAGEMENT	3224 DIJON AVE	\$13.20	02/23/2018

PRIVILEGE LICENSES FEBRUARY 2018

OCEANVIEW BOUTIQUE	1416 PASS ROAD	\$13.20	02/26/2018
WOK EXPRESS	9344 HWY 49	\$17.40	02/26/2018
ALLEN HYUNDAI	624 E PASS RD	\$54.00	02/26/2018
CRESCENT CITY INDUSTRIAL SERVICES	424 JEFFERSON HWY	\$10.00	02/26/2018
JOES APPLIANCE REPAIR LLC	4499 COURTHOUSE RD	\$10.00	02/26/2018
TDG 49 LLC	11520 HWY 49	\$10.00	02/26/2018
CDI PLAZA	P O BOX 2664	\$20.00	02/27/2018
STORSOFT TECHNOLOGY CORPORATION	1910 31ST AVENUE	\$19.80	02/27/2018
CHILDRENS INTERNATIONAL MEDICAL GROUP	15465 OAK LANE PL	\$11.60	02/27/2018
LAWN CARE 4 LESS	12164 FISHERMAN TRIAL	\$11.60	02/27/2018
RACKHOUSE	1301 26TH AVE	\$52.20	02/27/2018
MCCABE ORTHODONTICS	4551 GAUTIER VANCLEAVE RD STE B	\$10.00	02/27/2018
MDSI PHYSICIAN GROUP INC	15037 DEDEAUX RD	\$10.00	02/27/2018
MOVE IT SELF STORAGE-GULFPORT	365 TEGARDEN RD	\$10.00	02/27/2018
MURKY WATERS LLC	1320 27TH AVE	\$39.00	02/27/2018
RED DOG CREATIONS	2701 14TH AVE BOOTH #8	\$10.00	02/27/2018
MOVE IT SELF STORAGE-GULFPORT	12655 N CENTRAL EXPRESSWAY STE 925	\$10.00	02/27/2018
TRI-STATE REFRIGERATION INC	7387 E INDUSTRIAL AVE	\$10.00	02/27/2018
LUXURY INN	9415 HWY 49	\$23.76	02/27/2018
GEIGER HEATING & AIR	P O BOX 3897	\$35.64	02/27/2018
BLUEWATER NAILS & HAIR	11340 THREE RIVERS RD	\$11.60	02/28/2018
HIGH POINTE CONSULTING LLC	12435 PLUNKETT RD #D	\$17.40	02/28/2018
CREATIVE CUTS	59 HARDY COURT SHOPPING CENTER	\$15.00	02/28/2018
EDGE LLC	12625 S LAKE FORREST DR	\$15.00	02/28/2018
SORIA CITY VARIETY STORE	1512 20TH ST	\$13.20	02/28/2018
EATON WHOLESALE	14462 DEDEAUX RD	\$16.50	02/28/2018
MISSISSIPPI BEHAVIORAL HEALTH SERVICES	302 COURTHOUSE RD #G	\$13.20	02/28/2018
HAIR 2 PLEASE	11010 HWY 49 #3	\$13.20	02/28/2018
TOTAL		\$3,705.58	



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Elizabeth MacMillan, Office Manager
Leisure Services

Date: 03/08/2018

Subject: Conveyance Deed - regarding a plot name change at Evergreen Gardens Cemetery.

Recommendation:



DEPARTMENT OF
LEISURE SERVICES

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5881
Fax: 228-868-5883

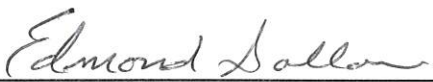
To: The Honorable Mayor and City Council
From: Edmond Salloum, Program Coordinator-Cemetery
Date: March 8, 2018
Re: Plot Name Change at Evergreen Gardens Cemetery

Joseph T. Jones
1422 23rd Avenue
Gulfport, MS 39502

Please note the name changes for spaces at Evergreen Gardens Cemetery per the attached Court Order.

The spaces will be transferred from the name of Nathan Walker and Dorothy Walker into the name of Roderick N. Walker and Brandi Walker.

The spaces are: Block 11, Lot 12, Spaces 1-2.


Edmond Salloum

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

**IN THE MATTER OF THE ESTATE OF
DOROTHY R. WALKER, Deceased**

RODERICK N. WALKER, Executor

John McAdams Chancery Clerk
By me K Walker D.C.
NO. 12-cv-01913(4)

FINAL JUDGMENT CLOSING ESTATE

This day came on for hearing the Report and Final Account and Petition To Close Estate filed by Roderick N. Walker, Executor of the Estate of Dorothy R. Walker, deceased. Your Executor has shown unto the Court certain matters and facts and after having heard and considered both oral and documentary proof, this Honorable Court finds as follows to-wit:

I.

That Dorothy R. Walker passed away on June 6, 2012 in Harrison County, Mississippi, while she was a resident of Harrison County, Mississippi and owned real and personal property therein. That Roderick N. Walker was appointed Executor of this Estate.

II.

That Dorothy R. Walker left a Last Will and Testament which has been duly admitted to probate and the parties who are the devisees, legatees and beneficiaries of this estate are:

- 1. Roderick N. Walker
180~~90~~ Allen Road
Long Beach, MS 39560**

- | | | | |
|----|---|---|--|
| 2. | Marcia Walker
c/o 18020 Allen Road
Long Beach, MS 39560 | - | <u>Physical Residence</u>
The Dixie White House
538 Menge Avenue
Pass Christian, MS 39571 |
| 3. | Raymond Scott Walker
171 Azalea Avenue
Savannah, GA 31408 | | |

That J. D. Lee, Esq. is the court appointed Guardian Ad Litem of Marcia Walker, aka Marcia Paige who is a mentally impaired person and accordingly this court has appointed her as Guardian Ad Litem. That J. D. Lee as Guardian Ad Litem has filed a Joinder in the closing of this estate.

III.

That Roderick N. Walker is an adult, over the age of eighteen and not the convict of a felony and qualified in law and in fact to administer this estate. That this estate has been administered in accordance with the requirements of law and the orders of this court and should be closed.

IV.

That the following described real property passed through the Estate to the parties who are devisees identified in Paragraph II under the Will, Roderick N. Walker, Marcia Walker and Raymond Scott Walker. That the parcels of real rproperty are as follows:

PARCEL 1:

Lots Twelve (12), Thirteen (13) and Fourteen (14), in Block Two (2) of NORTHWESTERN SUBDIVISION, in the City of Gulfport, Mississippi, as shown on the official map or plat of said Addition, now on file and of record in the Office of the Chancery Clerk of said State and County.

PARCEL 2:

The South 47 feet of Lot 11, Block 2 of NORTH WESTERN ADDITION to the City of Gulfport, Mississippi. Said property being further described as all that part of Lot 11, Block 2 of the said North Western Addition lying south of a drainage ditch.

PARCEL 3:

Lots 15 and 16 in Block 9 of QUIET SHADE ADDITION to the City of Gulfport, Mississippi, as shown by the official map or plat of said Addition on file and of record in the Office of the Chancery Clerk of Harrison County, Mississippi, in Plat Book 6 at Page 9. Together with all improvements situated thereon and all appurtenances thereunto belonging or in anywise appertaining.

That pursuant to the Order and authorization of the Court the foregoing real property was sold and a copy of the closing statement on the sale is attached to the Report and Final Account and Petition To Close Estate at Exhibit "A".

V.

That the cash assets of this estate and debts and expenses paid by this estate are listed in Exhibit "B" attached to the Report and Final Account and Petition to Close Estate.

VI.

That there are no estate taxes (state or federal) owed in connection with this estate as the value of the estate is within the exemption allowed by law. That notice to creditors has been published for and the Affidavit advising of no known creditors filed and the time to file any claims against this estate has passed and no claims were filed against this estate.

V.

That Joseph P. Hudson, Attorney, has rendered valuable and necessary legal assistance to this estate and a reasonable attorney's fee and expenses should be awarded to

him for his services to the estate. That Roderick N. Walker has performed valuable services for this estate and the money reimbursement request and compensations of cemetery lots and personal property to Roderick N. Walker is reasonable and should be approved by this court.

ACCORDINGLY, IT IS ORDERED, ADJUDGED AND DECREED that the Report and Final Account and Petition to Close Estate herein is approved and allowed. It is further,

ORDERED, ADJUDGED AND DECREED that the sole parties in interest in this estate are the devisees, legatees and beneficiaries of this estate are as follows:

1. Roderick N. Walker
18050 Allen Road
Long Beach, MS 39560
2. Marcia Walker - Physical Residence
c/o 18020 Allen Road The Dixie White House
Long Beach, MS 39560 538 Menge Avenue
Pass Christian, MS 39571
3. Raymond Scott Walker
171 Azalea Avenue
Savannah, GA 31408
4. J. D. Lee, Guardian Ad Litem
for Marcia Walker aka Marcia Paige
Harrison County Courthouse
Gulfport, MS 39501

That all necessary parties are before the court.

That the following described real property passed through the Estate to the parties who are devisees identified above and those parcels have been sold pursuant to court order:

PARCEL 1:

Lots Twelve (12), Thirteen (13) and Fourteen (14), in Block Two (2) of NORTHWESTERN SUBDIVISION, in the City of Gulfport, Mississippi, as shown on the official map or plat of said Addition, now on file and of record in the Office of the Chancery Clerk of said State and County.

PARCEL 2:

The South 47 feet of Lot 11, Block 2 of NORTH WESTERN ADDITION to the City of Gulfport, Mississippi. Said property being further described as all that part of Lot 11, Block 2 of the said North Western Addition lying south of a drainage ditch.

PARCEL 3:

Lots 15 and 16 in Block 9 of QUIET SHADE ADDITION to the City of Gulfport, Mississippi, as shown by the official map or plat of said Addition on file and of record in the Office of the Chancery Clerk of Harrison County, Mississippi, in Plat Book 6 at Page 9. Together with all improvements situated thereon and all appurtenances thereunto belonging or in anywise appertaining.

It is further,

ORDERED, ADJUDGED AND DECREED the Court authorizes and direct the distribution of funds by the Executor as follows:

- | | | |
|----|---|-------------|
| A. | To Roderick N. Walker - reimbursement of his advances and loans made to this estate
(Balance of funds in estate account) | \$16,400.34 |
| B. | To: Joseph P. Hudson, Attorney fees and expenses | \$ 2,500.00 |
| C. | To: Roderick N. Walker, Executor's compensation
2 cemetery lots and personal property identified
in exhibit to Report and Final Account | \$ -0- |
| D. | To: J. D. Lee, Esq., Guardian Ad Litem of Marcia Walker
aka Marcia Paige for the use and benefit of Marcia
Walker aka Marcia Paige | \$ -0- |
| E. | Raymond S. Walker | \$ -0- |

F. Roderick N. Walker

\$ -0-

It is further,

ORDERED, ADJUDGED AND DECREED that Roderick N. Walker and Brandi Walker, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common, are placed in possession of the two cemetery lots described as follows:

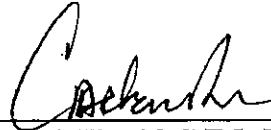
Burial Site #1 and Burial Site #2 in Lot No. 12, Block 11,
EVERGREEN GARDENS CEMETERY, City of Gulfport,
Mississippi.

It is further,

ORDERED, ADJUDGED AND DECREED, that Roderick N. Walker shall be granted the ownership of the personal property identified in the Report and Final Account.

ORDERED, ADJUDGED AND DECREED upon the Executor making the required distributions authorized herein and the attorney's fees allowed herein that the estate shall be closed on the records of this court and your Executor discharged. It is therefore,

SO ORDERED, ADJUDGED AND DECREED this the 24 day of March, 2017.

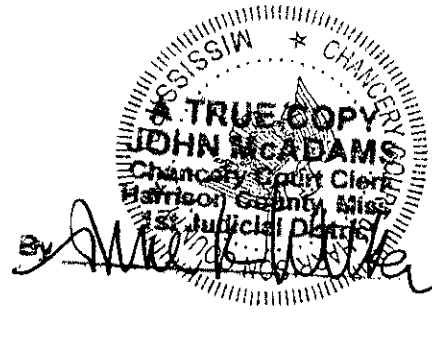


CHANCELLOR

W
Presented to the Court by:

JOSEPH P. HUDSON
BAR #2841
HUDSON & SMITH, ATTORNEYS
POST OFFICE BOX 908
GULFPORT, MS 39502
228-863-3095

estate, DOROTHY WALKER - report judgment (B)



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N^o 1954CITY OF GULFPORT
EVERGREEN GARDENS RECEIPT

\$100.00

Revised of Revised of RevisitedThe sum of one hundred and 00/100

DOLLARS

as full payment for Burial Site 14 2 in Lot No. 13, Block 11, Evergreen Gardens.

PARK AND CEMETERY FUND

This 5 day of June, A. D. 1980NOTICE: This Receipt to be Retained by
Person Making This Payment.By Charles W. Smith

City Tax Collector

GULFPORT PRINTING CO.

so as to hamper or prevent necessary maintenance and care. NO SUCH PERMITS MAY BE OBTAINED WITHOUT THE SPECIAL PERMISSION OF THE SEXTON. Containers for flowers designed to be set below the surface of the ground may be obtained from the City, but the location and setting of such containers shall be performed by or under the supervision of the sexton.

No headstone extending above the ground shall be placed on any interment site. Grave markers set flush with the ground may be used, but such markers shall be approved by the sexton and the placing of such markers or plaques shall be done under the supervision of the sexton.

Graves shall be opened only by the sexton.

Only members of the immediate family of each owner of burial sites or persons related to such owner within the third degree as computed under the civil law may be interred unless by express consent of the City.

An owner may sell property owned by him in Evergreen Gardens only with the consent of the City. No such sale may be made for a sum greater than that paid to the City for said property.

Witness the signature of the City of Gulfport on this 5th day of June, 19 80

CITY OF GULFPORT

By

Spesh Barnett

Mayor

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ORIGINAL

No. 2025

Received of Matthew and Mary

The sum of one hundred and no/100 DOLLARS

as fully payment for Burial Site # 1 in Lot No. 12, Block 11, Evergreen Gardens.

PARK AND CEMETERY FUND

This 3rd day of December, A.D. 19 20

By Charles J. [Signature]
City Tax Collector

01-008-6712

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Only members of the immediate family of each owner of burial sites or persons related to such owner within the third degree as computed under the civil law may be interred unless by express consent of the City.

An owner may sell property owned by him in Evergreen Gardens only with the consent of the City. No such sale may be made for a sum greater than that paid to the City for said property.

Witness the signature of the City of Gulfport on this the 3rd day of December, 19 20.

CITY OF GULFPORT

By

[Signature]

Mayor

ATTEST

[Signature]



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Mary Collins, Procurement Specialist
Purchasing

Date: 02/27/2018

Subject: Letter - regarding bid awarded by Purchasing for lift station pump - Sewer Department - to be made a part of the minutes.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Mary Collins, Procurement Specialist

Date: February 27, 2018

Ref: Pump
Bids Received 02-23-18
Oak Avenue Lift Station

I have reviewed the bids received on the above referenced item and find Gulf States Engineering to be the lowest and best bid as submitted for a total bid amount of \$9,089.00.

I have issued Purchase Order #197498 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.

2.5HP - 30HP Pump**SEWER DEPT****Bids Received 02/23/18****PO #197498**

DESCRIPTION	QTY	GULF STATES ENGINEERING	SHEPPARD ELECTRIC	JH WRIGHT & ASSOC
		UNIT COST	UNIT COST	UNIT COST
25Hp-30Hp pump 1750 460 volts 3 phase with 40 leads	1	\$ 9,089.00	\$ 10,962.00	\$ 23,737.00
46' of head /5 year warranty		INCLUDED	INCLUDED	INCLUDED
		\$ 9,089.00	\$ 10,962.00	\$ 23,737.00



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Purchasing

Date: 03/08/2018

Subject: Legal Notice - Bid Solicitation for the Sale of Surplus Municipal Property.

Recommendation:

SALE OF SURPLUS MUNICIPAL PROPERTY LOCATED IN AND OWNED BY THE CITY OF GULFPORT

Send invoice and proof of publication to: Connie Debenport, CPPB
Purchasing Manager
City of Gulfport
P.O. Box 1780
Gulfport, MS 39502-1780