



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, August 21, 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

Code Enforcement / Planning / Ordinances

- 1** 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.
- 2** Certificate of Resubdivision - divide seven parcels into three parcels zoned T3 (Sub-urban zone), T4L (General Urban Zone "Limited"), and T4+ (General Urban Zone "Plus"): located north of North Street, south of 5th Street, east of and adjacent to 5th Street, and west of and adjacent to Cowan Road - Case # 1807PC073 - Ward 2.
- 3** Final Plat - approval for a 32 lot subdivision (a re-plat of lots 1-5, 18, 24-29, 31-32, 34-37, & 40-42 of Tracewood Subdivision) on parcels zoned R-2 (Single-family): located north of and adjacent to O'Neal Road, south of Malley Drive, east of Williams Road, west of Holliman Road - Case # 1807PC079 - Ward 6.
- 4** Ordinance - to establish a Leisure and Recreation District within the Corporate Boundaries of the City of Gulfport, Mississippi, and designate the geographic areas included within and boundaries of said district; and for related purposes.

Resolutions

- 5 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 611 Rich Avenue, Gulfport, Mississippi, in the First Judicial District of Harrison County, and identified as parcel number 0711N-04-068.000.
- 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 tracks extending from the western city boundary to the eastern city boundary of the newly constructed structure located at 4216 Central Street, Gulfport, Mississippi, in the First Judicial District of Harrison County, and identified as parcel number 07110-01-007.000.
- 7 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 616 Second Street, Gulfport, Mississippi, in the First Judicial District of Harrison County, and identified as parcel number 0911E-01-002.000.
- 8 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 633 Second Street, Gulfport, Mississippi, in the First Judicial District of Harrison County, and identified as parcel number 0911E-01-048.000.
- 9 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 121 Markham Drive, Gulfport, Mississippi, in the First Judicial District of Harrison County, and identified as parcel number 1011D-03-034.002.

- 10** Resolution - to declare the support of the Mayor and City Council of the City of Gulfport, Mississippi, of the passage by the Mississippi Legislature of Legislation providing for the distribution to municipalities, including Gulfport, Mississippi, of a portion of the taxes collected from in-state customers by remote sellers with no physical presence in Mississippi, and for related purposes
- 11** Resolution - supporting the Mississippi Aquarium Project, and acknowledging that sales tax collected from the Mississippi Aquarium Project will be diverted to the Tourism Project Sales Tax Incentive Fund for a period of up to fifteen years pursuant to the Mississippi Tourism Project Sales Tax Incentive Program, and for related purposes.
- 12** Resolution - supporting the Centennial Plaza Project, and acknowledging that sales tax collected from the Centennial Plaza Project will be diverted to the Tourism Project Sales Tax Incentive Fund for a period of up to fifteen years pursuant to the Mississippi Tourism Project Sales Tax Incentive Program, and for related purposes.
- 13** Resolution - supporting the Elevated Structure Project, and acknowledging that sales tax collected from the Elevated Structure Project will be diverted to the Tourism Project Sales Tax Incentive Fund for a period of up to fifteen years pursuant to the Mississippi Tourism Project Sales Tax Incentive Program, and for related purposes.
- 14** Resolution - supporting the Markham Hotel Project, and acknowledging that sales tax collected from the Markham Hotel Project will be diverted to the Tourism Project Sales Tax Incentive Fund for a period of up to fifteen years pursuant to the Mississippi Tourism Project Sales Tax Incentive Program, and for related purposes.
- 15** Resolution - authorizing the Gulfport Redevelopment Commission to exchange certain real property for certain other real property owned by the Coast Transit Authority, and for related purposes.
- 16** Resolution - authorizing the Gulfport Redevelopment Commission to borrow up to \$4,500,000 in connection with the Elevated Structure Project, authorizing the transfer of certain real estate to the Gulfport Redevelopment Commission, and approving the Owner-Architect Agreement between the Gulfport Redevelopment Commission and LPK Architects, P.A., and for related purposes.
- 17** Resolution - accepting and approving Easement from the U.S. Air Force and the City of Gulfport whereby consent is granted for construction and maintenance of a water line over a U.S. Government gas line and authorizing the Mayor to execute the agreement on behalf of the City of Gulfport, and for related purposes.
- 18** Resolution - approving Agreement between the City of Gulfport and Mississippi Gulf Coast Community College, for Training Services for employees of the City of Gulfport, and authorizing the execution of the same by the Mayor and for related purposes.

- 19** Resolution - approving Agreement between the City of Gulfport and Automation Personnel Services, Inc., for staffing services for the City of Gulfport, authorizing the execution and delivery of the same by the Mayor and for related purposes.
- 20** Resolution - approving Legal Services Agreement with Dukes, Dukes, Keating & Faneca, PA, for Legal Services in connection with Opioid litigation, and for related purposes.
- 21** Resolution - approving Professional Appraisal Services Contract with Valbridge Property Advisors, with respect to certain Sewer Improvements Projects, authorizing the Mayor to execute the same, and for related purposes.
- 22** Resolution - approving Ninth Amendment to the City's Contract with Utility Partners, LLC, to extend the contract term and add a Valve Exercise Technician to the Contract, authorizing the Mayor or Designee to execute said Contract Amendment, and for related purposes.
- 23** Resolution - approving Certificate of Substantial Completion for the Gaston Point Recreation Center Gym Roof Replacement Project, authorizing the Mayor to execute and deliver said Certificate, and for related purposes.
- 24** Resolution - formally requesting assistance of the Harrison County Board of Supervisors with respect to certain paving improvements on or near 37th Avenue in the City of Gulfport, Mississippi, to seek approval of said request by the Board, and for related purposes.
- 25** Resolution - formally requesting assistance of the Harrison County Board of Supervisors with respect to certain paving improvements on or near 34th Avenue in the City of Gulfport, Mississippi, to seek approval of said request by the Board, and for related purposes.
- 26** Resolution - formally requesting assistance of the Harrison County Board of Supervisors with respect to certain paving improvements on or near 38th Avenue in the City of Gulfport, Mississippi, to seek approval of said request by the Board, and for related purposes.
- 27** Resolution - authorizing the City of Gulfport to accept NHTSA Police Traffic Services Grant (PT-2019-PT-21-41) and authorizing the Mayor to execute any and all documents as may be required to accept and administer the Grant, and for related purposes.
- 28** Resolution - authorizing the City of Gulfport, by and through the Gulfport Police Department, to accept the Alcohol and Drug Impaired Driving Grant No.154AL-2019-ST-21-41 and authorizing the Mayor to execute any and all documents as may be required to effectuate acceptance of the Grant, and for related purposes.

- 29** Resolution - authorizing the City of Gulfport to accept Grant Funding from the Blue Cross & Blue Shield of Mississippi Foundation, authorizing the Mayor to execute any and all documents required to accept and administer the same, and for related purposes.
- 30** Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport at the 2018 Port City Bowl, and for related purposes.
- 31** Resolution - approving public display of fireworks at the Leukemia and Lymphoma Society Light the Night Walk, and for related purposes.
- 32** Request - to purchase Tyler Cashiering Module to the existing MUNIS Financial Software - City Wide.
- 33** Request - authority to advertise for bids for the remediation to the Orange Grove Community Center.

Budget Amendments / Docket of Claims

- 34** Budget Amendment #49 - to transfer funds within the Information Technology Department Budget.
- 35** Docket of Claims- to be approved through August 22, 2018.

Routine Agenda

- 36** Resolution - awarding bids for lot clean-ups and/or demolitions.
- 37** Ratification - of acceptance of donated Easement from Kenwood Baptist Church - to be made a part of the minutes.
- 38** Ratification - of acceptance of Bernheim Easement - to be made a part of the minutes.
- 39** Letter - regarding bid awarded by Purchasing to Bailey Lumber & Supply Co. for Bayou Vista Club House Renovation - Leisure Services Department - to be made a part of the minutes.
- 40** Letter - regarding bid awarded by Purchasing to Stuart C. Irby for Bayou Vista Club House Electrical Supplies - Leisure Services Department - to be made a part of the minutes.

- 41** Letter - regarding bid awarded by Purchasing to 84 Lumber for mezzanine at the Records Facility - GRC/MS Aquarium - to be made a part of the minutes.

Public Agenda

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

Council Comments

Memorial Adjournment

Executive Session

Setting of Next Meeting and Adjournment



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Nellie Henry, Urban Development Clerk
Code Enforcement

Date: 08/10/2018

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: August 10, 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 21st day of August, 2018.

Please place the attached item on the Council agenda for August 21, 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 _____

Memorandum - City of Gulfport

Department of Urban Development

Date: August 10, 2018

To: Mayor Billy Hewes
City Council Members

From: Code Enforcement
Willi

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 21st day of August, 2018, to the City Council:

WARD 1

- Parcel 1: 0710N-02-019.005. Lot 25-A, New Pinehurst Subd. Unit 1, Re-Subd. Of Lot 25 – 5430 33rd Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Williams)
- Parcel 2: 0710N-02-005.000. Lot 28, New Pinehurst Subd. Unit #1 – 3301 53rd Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. Remove tires. (WSMBD LLC)
- Parcel 3: 0710G-01-119.000. Lot 27, Rolling Meadows Subd. Unit 6 – Danube Street. Remove all trash and miscellaneous debris from site. (McPherson)
- Parcel 4: 0711I-02-020.000. N 25 Ft. of Lot 1, Less N 59.2 Ft., Blk. 2, Edgewater Park – 1117 36th Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. Remove all weeds and vines from property. (Hickman Est.)
- Parcel 5: 0711H-05-080.000. Lot 10, Less N 10 Ft., Blk. 13, Southmoor Re-Survey - 1704 42nd Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Stupak)

WARD 2

- Parcel 6: 0811G-02-010.000. Lots 11-12, Blk. 5, East Gulfport – 1217 3rd Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Ryan)
- Parcel 7: 0811H-04-004.000. 1307 3rd Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (State 8/26/13)
- Parcel 8: 0811A-04-004.000. Lots 5-6, Blk. 5, Broad Acres – 2709 Kelly Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Empire Inv. #2 LLC)
- Parcel 1: 1011D-03-051.000. 855 Martin Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. Remove all weeds and vines from property. (Smith)

WARD 3

- Parcel 10: 0810N-05-012.000. Lots 1-2, Blk. 4, Dolans Add. to Gulfport – 2301 33rd Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Ingram)
- Parcel 11: 0810F-01-057.000. Lots 3-5 Inc., Blk. 214, North Gulfport – 15058 Jackson Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. Remove all weeds and vines from property. (Patton Et Al)
- Parcel 12: 0811G-05-094.000. Lots 17-18, Blk. 4, McAlpin Add. - 2008 20th Avenue. Remove unsafe tree from site. (Shoemake Et Al)

WARD 5

- Parcel 13: 0808I-03-066.000. Lot 7, Blk. 1, Norwood Subd. - 11826 Klein Road. Cut and clean grounds and remove all trash and miscellaneous

debris from site. Demolish back porch of structure on property to include the removal of steps, slabs, driveways and sidewalks. (Gormon)

WARD 7

Parcel 14: 0807M-03-019.000. Lot 115, Northwood Hills North Subd. – 15425 Woody Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Johnson)

Parcel 15: 0807I-01-001.092. Lot 30, Huntington Subd. The Ph 3 – 13642 Huntington Circle. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Gonzalez)

There came on for consideration at a meeting of the Mayor and members of the Council of the City of Gulfport, Mississippi, held on the 21st day of August, 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 uncleanliness as to be a menace to the public health, safety and welfare of the community; and

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

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

- | | | |
|-----------|-------------------|--|
| Parcel 1: | 0710N-02-019.005. | Lot 25-A, New Pinehurst Subd. Unit 1, Re-Subd. Of Lot 25 – 5430 33rd Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Williams) |
| Parcel 2: | 0710N-02-005.000. | Lot 28, New Pinehurst Subd. Unit #1 – 3301 53rd Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. Remove tires. (WSMBD LLC) |
| Parcel 3: | 0710G-01-119.000. | Lot 27, Rolling Meadows Subd. Unit 6 – Danube Street. Remove all trash and miscellaneous debris from site. (McPherson) |
| Parcel 4: | 0711I-02-020.000. | N 25 Ft. of Lot 1, Less N 59.2 Ft., Blk. 2, Edgewater Park – 1117 36th Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. Remove all weeds and vines from property. (Hickman Est.) |
| Parcel 5: | 0711H-05-080.000. | Lot 10, Less N 10 Ft., Blk. 13, Southmoor Re-Survey - 1704 42nd Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Stupak) |
| Parcel 6: | 0811G-02-010.000. | Lots 11-12, Blk. 5, East Gulfport – 1217 3rd Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Ryan) |
| Parcel 7: | 0811H-04-004.000. | 1307 3rd Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (State 8/26/13) |
| Parcel 8: | 0811A-04-004.000. | Lots 5-6, Blk. 5, Broad Acres – 2709 Kelly |

- Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Empire Inv. #2 LLC)
- Parcel 9: 1011D-03-051.000. 855 Martin Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. Remove all weeds and vines from property. (Smith)
- Parcel 10: 0810N-05-012.000. Lots 1-2, Blk. 4, Dolans Add. to Gulfport – 2301 33rd Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Ingram)
- Parcel 11: 0810F-01-057.000. Lots 3-5 Inc., Blk. 214, North Gulfport – 15058 Jackson Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. Remove all weeds and vines from property. (Patton Et Al)
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- Parcel 13: 0808I-03-066.000. Lot 7, Blk. 1, Norwood Subd. - 11826 Klein Road. Cut and clean grounds and remove all trash and miscellaneous debris from site. Demolish back porch of structure on property to include the removal of steps, slabs, driveways and sidewalks. (Gormon)
- Parcel 14: 0807M-03-019.000. Lot 115, Northwood Hills North Subd. – 15425 Woody Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Johnson)
- Parcel 15: 0807I-01-001.092. Lot 30, Huntington Subd. The Ph 3 – 13642 Huntington Circle. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Gonzalez)

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

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: August 21, 2018

Re: Certificate of Resubdivision - divide seven parcels into three parcels zoned T3 (Sub-urban zone), T4L (General Urban Zone "Limited"), and T4+ (General Urban Zone "Plus"): located north of North Street, south of 5th Street, east of and adjacent to 5th Street, and west of and adjacent to Cowan Road - Case # 1807PC073 - Ward 2.

William Symmes, agent for Columbus Management LLC, property owner, requests to divide the tax parcels 1010K-04-006.000, 1010K-04-006.001, 1010K-04-010.000, 1010K-04-011.000, 1010K-04-017.000, 1010K-04-021.000, and 1010K-04-025.000 containing approx. 7 acres zoned T3 (Sub-urban zone), T4L (General Urban Zone "Limited"), and T4+ (General Urban Zone "Plus"): located north of North Street, south of 5th Street, east of and adjacent to 5th Street, and west of and adjacent to Cowan Road, in Ward 2.

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: August 10, 2018

Re: **Resubdivision 1807PC073:** William Symmes, agent for Columbus Management LLC, property owner, requests to divide the tax parcels 1010K-04-006.000, 1010K-04-006.001, 1010K-04-010.000, 1010K-04-011.000, 1010K-04-017.000, 1010K-04-021.000, and 1010K-04-025.000 containing approx. 7 acres zoned T3 (Sub-urban zone), T4L (General Urban Zone "Limited"), and T4+ (General Urban Zone "Plus"); located north of North Street, south of 5th Street, east of and adjacent to 5th Street, and west of and adjacent to Cowan Road, in Ward 2.

Planning Commission recommendation: To approve applicant request.

Motion: Mr. Hewes

Second: Mr. Jones

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

Action: Motion was carried unanimously.

Speaking for the Petition:

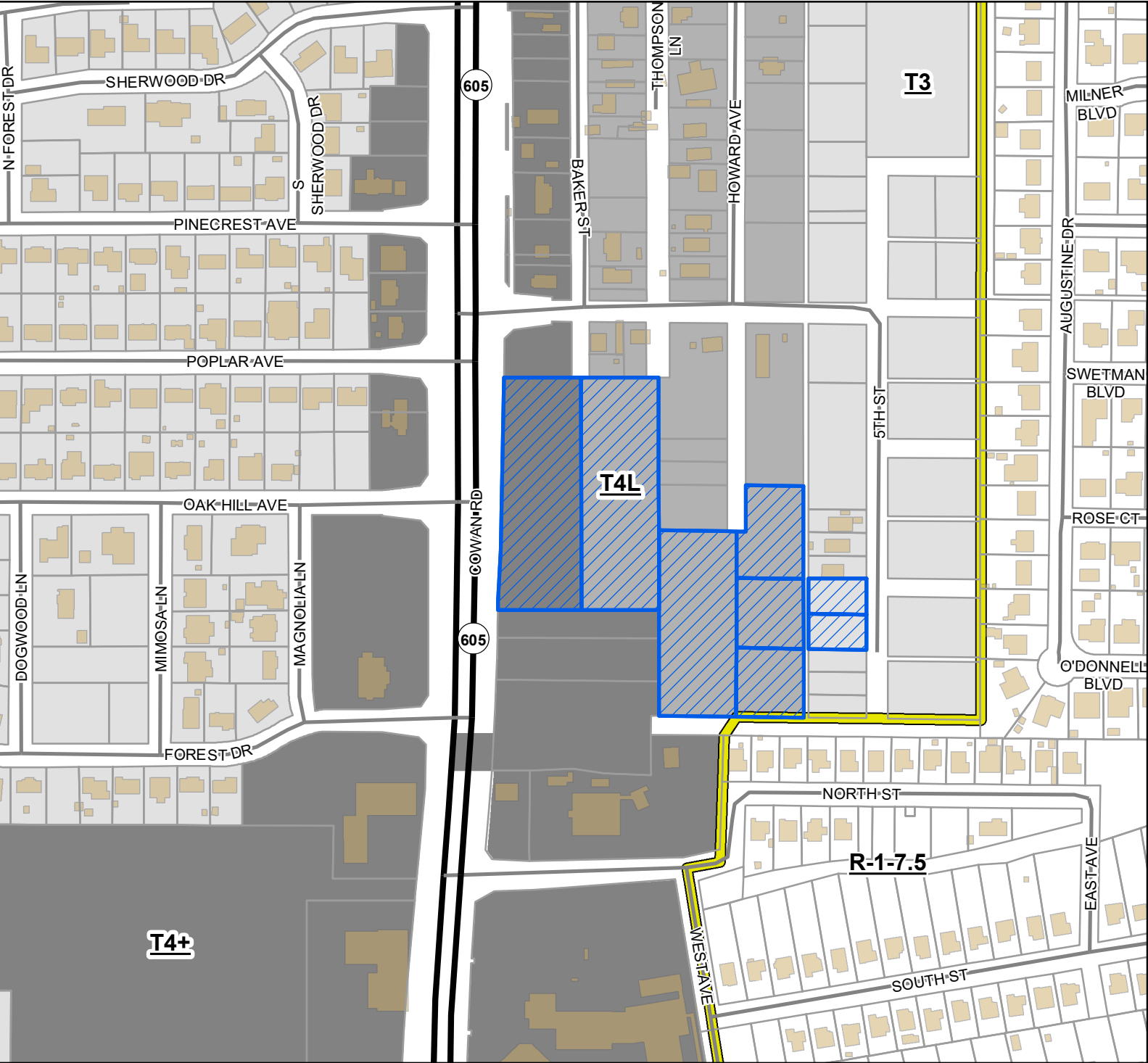
1. William Symmed
2. Virgil Gillespie

Speaking against the Petition:

1. Virina Carter
2. Jacob McQueen

On July 26, 2018 the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for August 21, 2018.

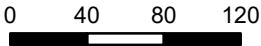


Legend

- Site
- US or State Highway
- Street
- Parcels
- Buildings
- Zoning
- T4+
- T4L
- T3

Site Information

1010K-04-025.000, 1010K-04-021.000, 1010K-04-017.000, 1010K-04-006.000, 1010K-04-010.000, 1010K-04-006.001, 1010K-04-011.000
Zoning: T3 (Sub-urban Zone), T4L (General Urban Zone "Limited"), T4+ (General Urban Zone "Plus")
Size: 7 acres
Flood: X



Yards
1 inch = 300 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 or implied.

Technical Report

(revised)

Resubdivision

GENERAL INFORMATION

Case File Number: 1807PC073

Hearing Date: July 26, 2018

Current Zoning/Use: T3 / Vacant
T4L / Vacant
T4+ / Vacant

Legal: William Symmes, agent for Columbus Management LLC, property owner, requests to divide the tax parcels 1010K-04-006.000, 1010K-04-006.001, 1010K-04-010.000, 1010K-04-011.000, 1010K-04-017.000, 1010K-04-021.000, and 1010K-04-025.000 containing approx. 7 acres zoned T3 (Suburban zone), T4L (General Urban Zone "Limited"), and T4+ (General Urban Zone "Plus"); located north of North Street, south of 5th Street, east of and adjacent to 5th Street, and west of and adjacent to Cowan Road, in Ward 2.

TECHNICAL DETAILS

The applicant is requesting to divide 7 parcels of land containing approximately 7 acres into 3 parcels "A," "B," and "C." Effectively, Parcel "A" will contain 1.87 acres, Parcel "B" will contain 5.03 acres, and Parcel "C" will contain 18,730 square feet.

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 resubdivision will create a split zone condition that would require an amendment to the zoning map in order to correct, see attached map "Split Zoning." Specifically, the 1.90-acre parcel 1010K-04-025.000 is T4+ (General Urban Zone "Plus") while the 5 remaining parcels are zoned T4L (General Urban Zone "Limited") with the exception of parcel 1010K-04-006.000, which is zoned T4L and T3 (Suburban Zone). In addition, this resubdivision will make the T3 section of said 1010K-04-006.000 join with additional T3 and remedy its existing T4L/T3 and split zone. However, the remaining 5 acres of T4L will be joined with the T4+ to create a very large split zone condition that could inhibit future development on parcels "A" and "B."

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

M.H.

Technical Report

(revised)

Resubdivision

there are no protective or restrictive covenants which would prevent the resubdivision of the parcels.

Any approval should consider these conditions:

1. Resubdivision of the parcels will create a split zone condition on the proposed parcels "A" and "B."
2. The applicant must submit a revised the submitted resubdivision certificate to include a legal description of parcel "C" and represent the parcel on the proposed certificate.

DEPARTMENTAL CONDITIONS

<u>Engineering:</u>	Sewer and water services to be coordinated with Public Works. Memo dated July 12, 2018.
<u>Public Works:</u>	All water and sewer connections need to go through Public Works. Memo dated July 12, 2018.
<u>Traffic and Safety:</u>	No conditions. Memo dated July 12, 2018.
<u>Building Code Services:</u>	Must meet all current Building Codes and City and Gulfport Ordinances. Memo dated July 9, 2018.
<u>GIS:</u>	No conditions. Memo dated July 11, 2018.
<u>Police Department:</u>	No conditions. Memo dated July 11, 2018.
<u>Fire Department:</u>	No conditions. Memo dated July 16, 2018.

DIRECTOR APPROVAL

This report has been reviewed and approved by:

Greg Pietrangelo
Director of Urban Development Department

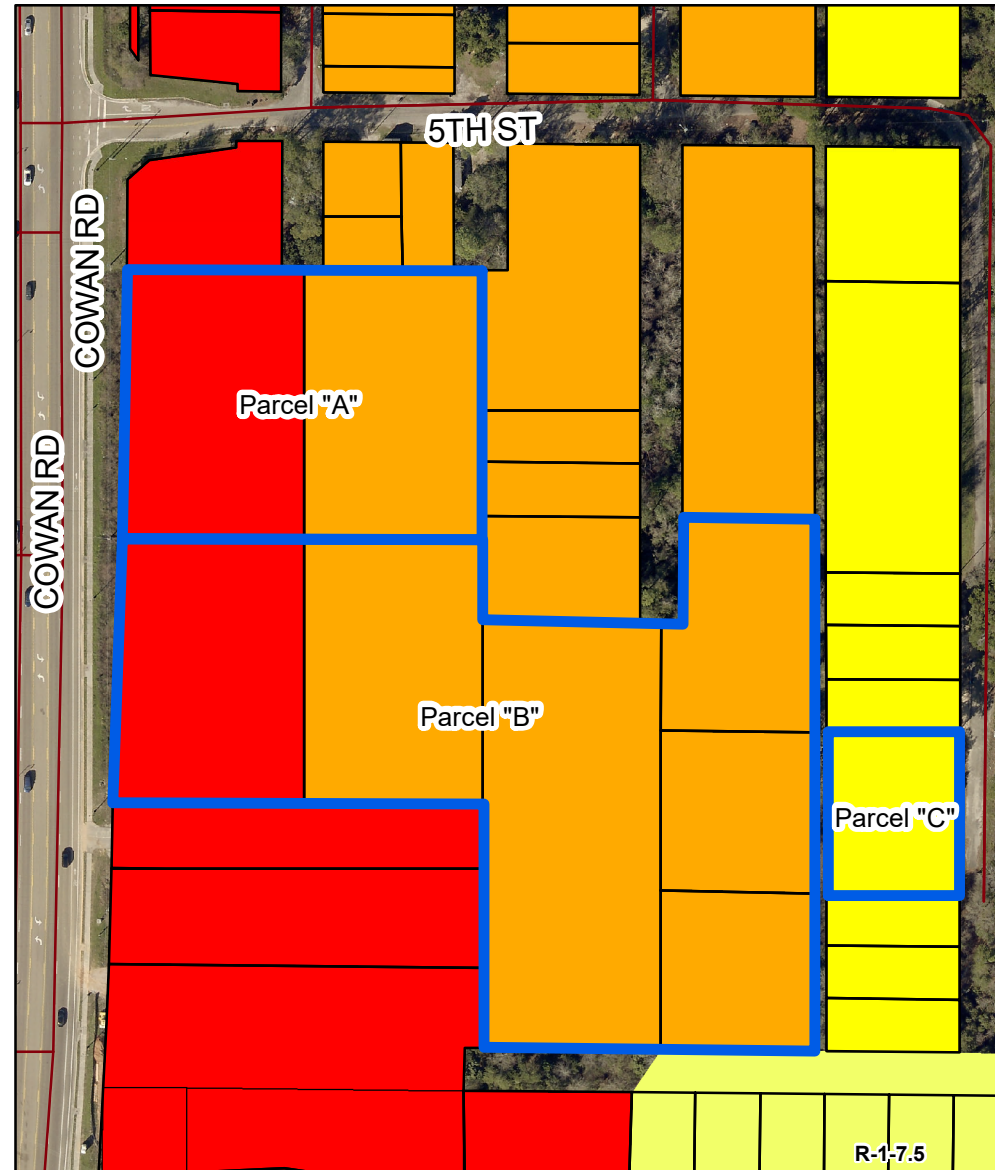
GH

Split Zoning

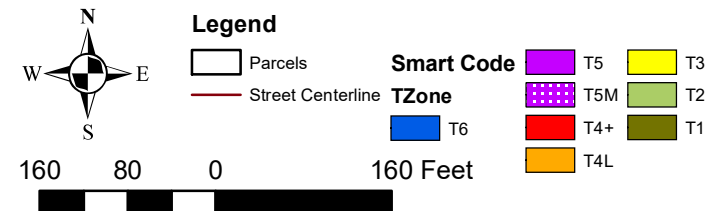
Before Resubdivision



After Resubdivision



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





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

For Staff Use Only

Case File #: 1807R 073

Date Received: _____

Receipt #: _____

Received By: LL

Zoning: _____

Ward: _____ Flood: _____

Size: _____

(If necessary, use separate sheet of paper)

APPLICATION FOR RESUBDIVISION

Property Information

TAX PARCEL #

1	0	1	0	K
1	0	1	0	K
1	0	1	0	K

 -

0	4
0	4
0	4

 -

0	0	6
0	1	0
0	1	1

 .

0	0	0
0	0	0
0	0	0

Address of Property Involved: N/ALot(s) SEE ATTACHED SURVEY Block(s) SEE ATTACHED SURVEY Subdivision ABYSSINIA SUBD & EUREKA ADD.General Location: 100' SOUTH OF FIFTH STREET & EAST OF COWAN ROAD.

GENERAL DESCRIPTION OF REQUEST:

REQUEST WOULD BE TO TAKE SIX TAX PARCELS AND REDIVIDE
THESE PARCELS INTO TWO PARCELS. PROPOSED PARCEL "A" IS
1.87 ACRES AND PROPOSED PARCEL "B" IS 5.03 ACRES.

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

Columbus Management, LLC

Printed Name Of Owner

909 Poydras Street, Suite 1700

Mailing Address

New Orleans LA 70112

City

State

Zip code

504-584-5026

Home Phone

Work/Cell Phone

Email

Joseph Canizares
Signature Of Owner

AGENT

William Symmes, Esq.

Printed Name Of Agent

2200 25th Ave.

Mailing Address

Gulfport MS 39501

City

State

Zip code

228-896-8962

228-861-5516

Home Phone

Work/Cell Phone

Email

wsymmes@tsec.law.com

William Symmes
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.

Total tax parcels affected by the Application for Resubdivision:

Gulf South Capital Corp

- 1) 1010k-04-025.000 (two on this parcel number)
- 2) 1010k-04-021.000
- 3) 1010k-04-017.000

Columbus Management LLC

- 1) 1010k-04-006.000
- 2) 1010k-04-010.000
- 3) 1010k-04-006.001
- 4) 1010k-04-011.000

AFFIDAVIT OF WILLIAM SYMMES, ESQ.

I, William Symmes, after being first duly sworn, do hereby swear and affirm that the following information is true and correct to the best of my knowledge and belief:

1. My name is William Symmes. This affidavit is based upon personal knowledge;
2. I am over 21 years of age, of sound mind and competent to testify to the matters set forth in this Affidavit;
3. My home address is 11512 Briarstone Place, Gulfport, MS 39503;
4. Columbus Management, LLC retained my law firm to conduct title searches of the following Harrison County, Mississippi parcels in order to determine any title issues and title searches were conducted on or about November 15, 2017 for the following parcels: 1010k-04-025.000 (two on this parcel number); 1010k-04-021.000; 1010k-04-017.000; 1010k-04-006.000; 1010k-04-010.000; 1010k-04-006.001; 1010k-04-011.000.
5. I reviewed the documents produced from the title searches on the aforementioned properties and found no evidence of restrictive or protective covenants prohibiting the re-subdivision of the aforementioned properties;

Further affiant say not.

This the 25th day of May, 2018.


WILLIAM SYMMES, ESQ.

DEED=N00°24'50"W 498.238'

VACATED IN CITY OF GULFPORT ORDINANCE #1760; DATED
DECEMBER 16, 1986, RECORDED IN MB 168 AT PAGE
520 AND DB 1069 AT PAGE 145. (AS HAND WRITTEN ON
THE FACE OF THE RECORDED SUBMISSION PLAT)

EAST MARGIN OF
RIGHT-OF-WAY

DEED=
R=5351.050'; L=17.526'
CH=N0070'53"E 17.526'

DEED=N89°53'42"W 104.501
1/2" IR
ROD FOUR (RE)

⊗	--	(IRF)	IRON ROD FOUND
●	--	(IPF)	IRON PIPE FOUND
○	--	(IRS)	IRON ROD SET
⊗	--	(CMF)	CONCRETE MONUMENT
□	--	(CMS)	CONCRETE MONUMENT
⊕	--	(FCP)	FENCE CORNER POST

TOTAL
6.90 ACRES

CLIENT: JOSEPH C. CANIZARO

ADDRESS: 500 E 5TH STREET GULFPORT, MS 39507

EUREKA ADD. SUB'D, BLK 6 & 7;

ABYSSINIA SUB'D, BLK 3 & 4

TAX# 1010K-04-006.000; 010.000; 011.000; 017.000
TAX# 1010K-04-021.000; 1010K-04-025.000

CREW CHIEF: PMM	DRAWN BY: PTPD
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DATE:	4/30/2018	JOB# P18478
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REVISED:	OLD JOB#: P18042
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DEED = DEED DIMENSION
PRIOR = PRIOR SURVEY
PLAT = PLATTED DIMENSION
C/L = CENTERLINE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
R.O.W. = RIGHT-OF-WAY
N90°00'00"E 435.00' = ACTUAL MEASUREMENT

13010 KAYLEIGH COVE

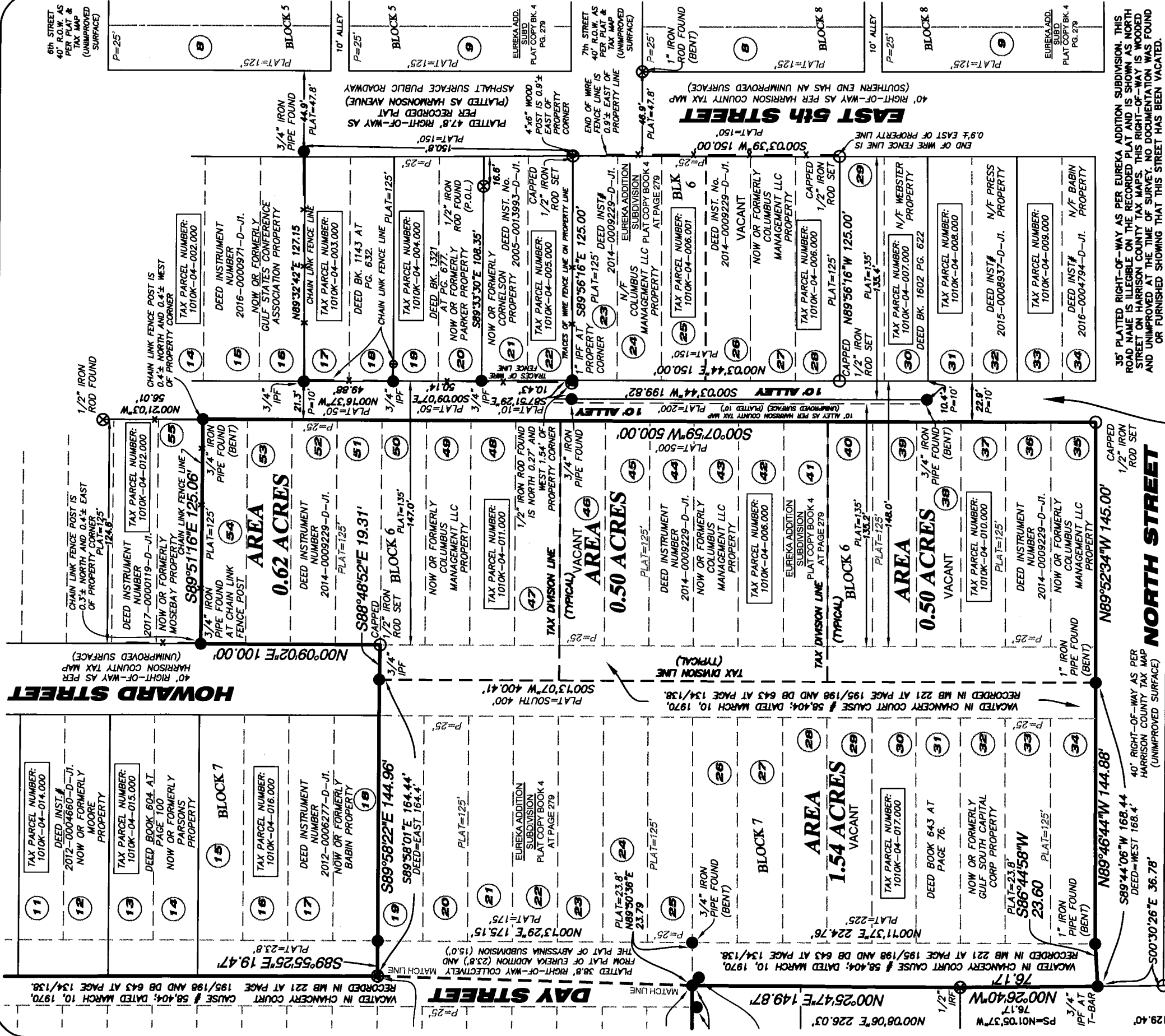
BILOXI, MISSISSIPPI 39532

PHONE/FAX: 228-396-2283
PATRICK MARTINO SURVEY

EMAIL: FATHICK@MARTINOSURVEYING.COM

PROFESSIONAL LAND SURVEYOR

THE UNIVERSITY OF CHICAGO



LEGEND:

- (IRF) IRON ROD FOUND
- (IPF) IRON PIPE FOUND
- (IRS) IRON ROD SET
- (CMF) CONCRETE MONUMENT FOUND
- (CMS) CONCRETE MONUMENT SET
- (FCP) FENCE CORNER POST

BEARING REFERENCE:
GEODETIC NORTH BY
GPS OBSERVATION

TOTAL 6.90 ACRES

PROPERTY LINE CONFIGURATION PRIOR TO PROPOSED NEW DIVISION

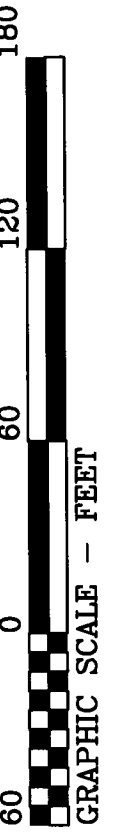
ABBREVIATION

- LEGEND:**
DEED = DEED DIMENSION
PRIOR = PRIOR SURVEY
PLAT = PLATTED DIMENSION
C/L = CENTERLINE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
R.O.W. = RIGHT-OF-WAY
N90°00'00"E 435.00' = ACTUAL FIELD MEASUREMENT

CLIENT: JOSEPH C. CANIZARO	OLD JOB# P18042
ADDRESS: 500 E 5TH STREET GULFPORT, MS 39507	
EUREKA ADD. SUBD, BLK 6 & 7;	
ABYSSINIA SUBD, BLK 3 & 4	
TAX# 1010K-04-006.000; 010.000; 017.000	
TAX# 1010K-04-021.000; 1010K-04-025.000	
CREW CHIEF: PMM	DRAWN BY: PTPD
DATE: 4/30/2018	JOB# P18478
REVISED:	

SURVEYOR NOTE:
THE RECORDED SUBDIVISION PLAT OF EUREKA SUBDIVISION, BEING RECORDED IN PLAT COPY BOOK 4, AT PAGE 279, SHOWS A 10 FOOT ALLEY RUNNING THROUGH THE CENTER OF BLOCK 6. WHEN SURVEYING ALL PARCEL STARTING FROM THE WEST SIDE OF THE SUBJECT PARCEL AND RUNNING TO THE EAST, IT WAS DISCOVERED THAT THERE WAS AN ADDITIONAL 10 FOOT, MORE OR LESS, OF LAND LYING WEST OF THE ESTABLISHED POSSESSED TO, AND MONUMENTED WEST LINE OF LOTS 17 THROUGH 34, BLOCK 6, EUREKA SUBDIVISION. ADDITIONAL SURVEY TIES WERE MADE TO ESTABLISH THE EAST LINE OF EUREKA SUBDIVISION AND THEN MEASURE TOWARD TO THE WEST TO CONFIRM THIS EXCESS 10 FEET, AND WAS CONFIRMED. PLEASE CONSULT A LAND TITLE ATTORNEY FOR CLARIFICATION ON VACATING THE EXISTING 10 FOOT ALLEY AND ALSO RESOLVING THE ADDITIONAL 10 FOOT PARCEL LYING WEST OF THE ESTABLISHED, POSSESSED TO, AND MONUMENTED WEST LINE OF LOTS 17 THROUGH 34, EUREKA SUBDIVISION, BLOCK 6.

35' PLATTED RIGHT-OF-WAY AS PER EUREKA ADDITION SUBDIVISION. THIS ROAD NAME IS ILLEGIBLE ON THE RECORDED PLAT AND IS SHOWN AS NORTH STREET ON HARRISON COUNTY TAX MAPS. THIS RIGHT-OF-WAY IS WOODED AND UNIMPROVED AT THE TIME OF SURVEY. NO DOCUMENTATION WAS FOUND OR FURNISHED SHOWING THAT THIS STREET HAS BEEN VACATED.



SHEET 2 OF 6

PATRICK M. MARTINO, PLS

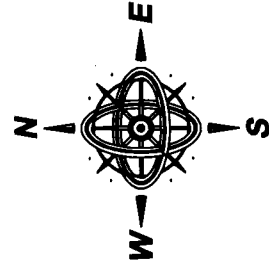
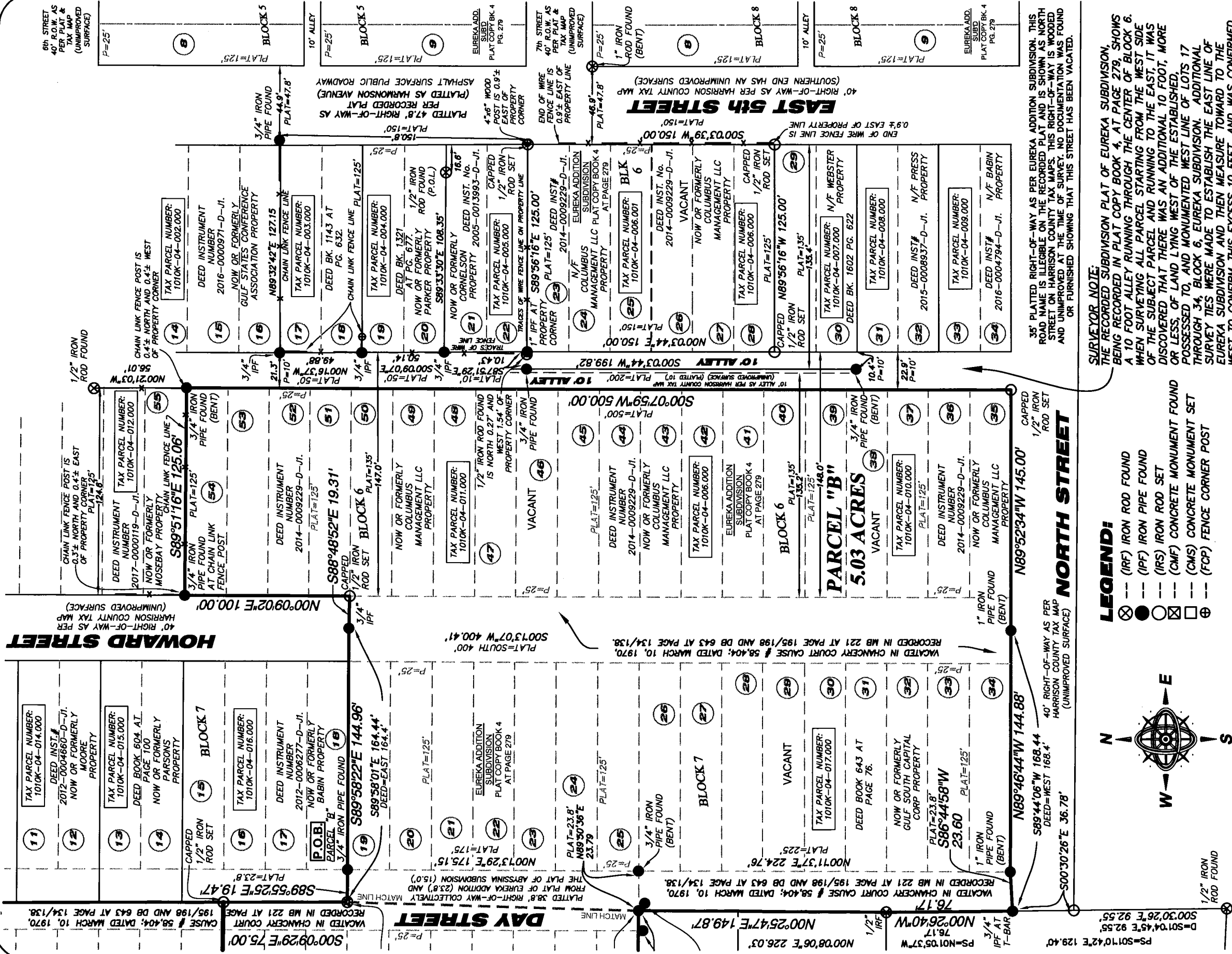
13010 KAYLEIGH COVE

BILOXI, MISSISSIPPI 39532

PHONE/FAX: 228-396-2283

EMAIL: PATRICK@MARTINOSURVEYING.COM

PROFESSIONAL LAND SURVEYOR



SCALE 1" = 60'

LEGEND:

- ⊗ (IRF) IRON ROD FOUND
- (IPF) IRON PIPE FOUND
- (IRS) IRON ROD SET
- ⊠ (CMF) CONCRETE MONUMENT FOUND
- (CMS) CONCRETE MONUMENT SET
- ⊕ (FCP) FENCE CORNER POST

BEARING REFERENCE:
GEODETIC NORTH BY
GPS OBSERVATION

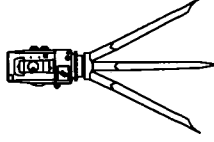
PROPERTY LINE CONFIGURATION AFTER PROPOSED NEW DIVISION

ABBREVIATION

- LEGEND:**
- DEED = DEED DIMENSION
 - PRIOR = PRIOR SURVEY
 - PLAT = PLATTED DIMENSION
 - C/L = CENTERLINE
 - P.O.B. = POINT OF BEGINNING
 - P.O.C. = POINT OF COMMENCEMENT
 - R.O.W. = RIGHT-OF-WAY
 - N90°00'00"E 435.00' = ACTUAL FIELD MEASUREMENT

CLIENT: JOSEPH C. CANIZARO	OLD JOB# P18042
ADDRESS: 500 E 5TH STREET GULFPORT, MS 39507	
EUREKA ADD. SUBD, BLK 6 & 7;	
ABYSSINIA SUBD, BLK 3 & 4	
TAX# 1010K-04-008.000; 010.000; 011.000; 017.000	
TAX# 1010K-04-021.000; 1010K-04-025.000	
CREW CHIEF: PMM	DRAWN BY: PTPD
DATE: 4/30/2018	JOB# P18478
REVISED:	

SHEET 4 OF 6



GRAPHIC SCALE - FEET

PATRICK M. MARTINO, PLS

13010 KAYLEIGH COVE

BILOXI, MISSISSIPPI 39532

PHONE/FAX: 228-396-2283

EMAIL: PATRICK@MARTINOSURVEYING.COM

PROFESSIONAL LAND SURVEYOR

35' PLATTED RIGHT-OF-WAY AS PER EUREKA ADDITION SUBDIVISION. THIS ROAD NAME IS ILLEGIBLE ON THE RECORDED PLAT AND IS SHOWN AS NORTH STREET ON HARRISON COUNTY TAX MAPS. THIS RIGHT-OF-WAY IS WOODED AND UNIMPROVED AT THE TIME OF SURVEY. NO DOCUMENTATION WAS FOUND OR FURNISHED SHOWING THAT THIS STREET HAS BEEN VACATED.

SURVEYOR NOTE:
THE RECORDED SUBDIVISION PLAT OF EUREKA SUBDIVISION, BEING RECORDED IN PLAT COPY BOOK 4, AT PAGE 279, SHOWS A 10 FOOT ALLEY RUNNING THROUGH THE CENTER OF BLOCK 6. WHEN SURVEYING ALL PARCEL STARTING FROM THE WEST SIDE OF THE SUBJECT PARCEL AND RUNNING TO THE EAST, IT WAS DISCOVERED THAT THERE WAS AN ADDITIONAL 10 FOOT, MORE OR LESS, OF LAND LYING WEST OF THE ESTABLISHED, POSSESSED TO, AND MONUMENTED WEST LINE OF LOTS 17 THROUGH 34, BLOCK 6, EUREKA SUBDIVISION. ADDITIONAL SURVEY TIES WERE MADE TO ESTABLISH THE EAST LINE OF EUREKA SUBDIVISION AND THEN MEASURE TOWARD TO THE WEST TO CONFIRM THIS EXCESS 10 FEET, AND WAS CONFIRMED. PLEASE CONSULT A LAND TITLE ATTORNEY FOR CLARIFICATION ON VACATING THE EXISTING 10 FOOT ALLEY AND ALSO RESOLVING THE ADDITIONAL 10 FOOT PARCEL LYING WEST OF THE ESTABLISHED, POSSESSED TO, AND MONUMENTED WEST LINE OF LOTS 17 THROUGH 34, EUREKA SUBDIVISION, BLOCK 6.

**DEED DESCRIPTION:
(PRIOR TO RESUBDIVISION)
AS PER DEED BK. 863 AT PG. 446.**

LOTS 31 - 40 INCLUSIVE OF BLOCK 4, ABYSSINIA SUBDIVISION, A SUBDIVISION LOCATED IN THE CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, ACCORDING TO THE OFFICIAL MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK IN PLAT BOOK 7 AT PAGE 4, AND ALSO:

BEGINNING AT THE NORTHEAST CORNER OF LOT 6, BLOCK 4 OF ABYSSINIA SUBDIVISION AND FROM SAID POINT RUN THENCE SOUTH TO THE SOUTHEAST CORNER OF LOT 25, FROM SAID POINT RUN THENCE EAST 10 FEET TO THE SOUTHWEST CORNER OF LOT 50, FROM SAID POINT RUN THENCE NORTH TO THE NORTHWEST CORNER OF LOT 31, FROM SAID POINT RUN THENCE WEST A DISTANCE OF 10 FEET TO THE POINT OF BEGINNING. SAID PROPERTY BEING LOCATED IN THE FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI.

**DEED DESCRIPTION: (PRIOR TO RESUBDIVISION)
AS PER DEED BK. 643 AT PG. 76.**

LOTS 8 AND 9, LOTS 14 THROUGH 25, INCLUSIVE, LOTS 41 THROUGH 50, INCLUSIVE, BLOCK 4; AND LOTS 6 THROUGH 25, INCLUSIVE, OF BLOCK 3; ABYSSINIA SUBDIVISION, ACCORDING TO A MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF HARRISON COUNTY, MISSISSIPPI.

AND ALSO:

LOTS 19 THROUGH 34, INCLUSIVE, OF BLOCK 7, EUREKA SUBDIVISION, ACCORDING TO THE OFFICIAL MAP OF PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF HARRISON COUNTY, MISSISSIPPI; TOGETHER WITH ALL INTEREST THE GRANTORS NOW HAVE OR MAY HERINAFTER ACQUIRE IN THE STREETS AND ALLEYS JOINING THE ABOVE DESCRIBED LAND AND PROPERTY.

LEGAL DESCRIPTION: PARCEL 'A' (AS PER SURVEY DIMENSION)

A PARCEL OF LAND BEING A PORTION OF LOTS 6 THROUGH 15, BLOCK 4, AND BEING ALL OF LOTS 31 THROUGH 40, INCLUSIVE, OF BLOCK 4, AND ALL OF LOTS 6 THROUGH 15, INCLUSIVE, OF BLOCK 3, ABYSSINIA SUBDIVISION, A SUBDIVISION LOCATED IN THE CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, ACCORDING TO THE OFFICIAL MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK, AND TOGETHER WITH ALL INTEREST THE GRANTORS NOW HAVE OR MAY HERINAFTER ACQUIRE IN THE STREETS AND ALLEYS JOINING THE ABOVE DESCRIBED LAND AND PROPERTY. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND AT THE NORTHEAST CORNER OF LOT 31, BLOCK 4, OF ABYSSINIA SUBDIVISION, S89°29'52"E 19.77 FEET TO A CAPPED 1/2" IRON ROD SET IN THE CENTER OF BAKER STREET; THENCE S89°29'52"E 160.44 FEET TO A 1/2" IRON ROD FOUND; THENCE S00°09'29"E 250.02 FEET TO A CAPPED 1/2" IRON ROD SET; THENCE N89°29'52"W 141.58 FEET TO THE SOUTHWEST CORNER OF LOT 15, BLOCK 4, OF ABYSSINIA SUBDIVISION; THENCE N89°29'23"W 39.55 FEET TO A CAPPED 1/2" IRON ROD SET AT THE SOUTHEAST CORNER OF LOT 40, BLOCK 4, OF ABYSSINIA SUBDIVISION; THENCE S89°48'15"W 144.43 FEET TO A CAPPED 1/2" IRON ROD SET LYING ON THE EAST MARGIN OF COWAN - LORRAINE ROAD (ALSO KNOWN AS HIGHWAY 605); THENCE ALONG SAID EAST MARGIN, N00°00'59"E 250.00 FEET TO A 1/2" IRON ROD FOUND; THENCE N89°48'15"E 144.58 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1.87 ACRES, MORE OR LESS. SAID PARCEL CONTAINS A VACATED PORTION OF A 10 FOOT ALLEY LYING BETWEEN BLOCK 4, OF ABYSSINIA SUBDIVISION, ALSO A VACATED PORTION OF BAKER STREET LYING BETWEEN BLOCKS 3 AND 4, OF ABYSSINIA SUBDIVISION AND ALSO A VACATED PORTION OF NOW OR FORMERLY DAY STREET LYING EAST OF BLOCK 3, OF ABYSSINIA SUBDIVISION.

LEGAL DESCRIPTION: PARCEL 'B' (AS PER SURVEY DIMENSION)

A PARCEL OF LAND BEING A PORTION OF LOTS 16 THROUGH 25, BLOCK 4, AND BEING ALL OF LOTS 41 THROUGH 50, INCLUSIVE, OF BLOCK 4, AND ALL OF LOTS 16 THROUGH 25, INCLUSIVE, OF BLOCK 3, ABYSSINIA SUBDIVISION, A SUBDIVISION LOCATED IN THE CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, ACCORDING TO THE OFFICIAL MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK, ALSO BEING ALL OF LOTS 19 THROUGH 34, INCLUSIVE, OF BLOCK 7, AND ALL OF LOTS 35 THROUGH 54, INCLUSIVE, OF BLOCK 6, EUREKA SUBDIVISION, ACCORDING TO THE OFFICIAL MAP OF PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF HARRISON COUNTY, MISSISSIPPI; TOGETHER WITH ALL INTEREST THE GRANTORS NOW HAVE OR MAY HERINAFTER ACQUIRE IN THE STREETS AND ALLEYS JOINING THE ABOVE DESCRIBED LAND AND PROPERTY. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 3/4" IRON PIPE FOUND AT THE NORTHWEST CORNER OF LOT 19, BLOCK 7, OF EUREKA SUBDIVISION, S89°58'22"E 144.96 FEET TO A 3/4" IRON PIPE FOUND; THENCE S88°48'52"E 19.31 FEET TO A CAPPED 1/2" IRON ROD SET AT THE SOUTHWEST CORNER OF LOT 51, BLOCK 6, EUREKA SUBDIVISION, SAID POINT ALSO LYING ON THE EAST MARGIN OF HOWARD STREET; THENCE ALONG THE EAST MARGIN OF HOWARD STREET, N00°09'02"E 100.00 FEET TO A 3/4" IRON PIPE FOUND AT THE NORTHWEST CORNER OF LOT 54, BLOCK 6, EUREKA SUBDIVISION; THENCE ALONG THE NORTH LINE OF LOT 54, BLOCK 6, EUREKA SUBDIVISION, S89°51'16"E 125.06 FEET TO A 3/4" IRON PIPE FOUND AT THE NORTHEAST CORNER OF SAID LOT 54, BLOCK 6; THENCE S00°07'59"W 500.00 FEET TO A CAPPED 1/2" IRON ROD SET AT THE SOUTHEAST CORNER OF LOT 35, BLOCK 6, EUREKA SUBDIVISION, SAID POINT ALSO LYING ON THE NORTH MARGIN OF NORTH STREET; THENCE ALONG SAID NORTH MARGIN, N89°46'44"W 144.88 FEET TO A 1" IRON PIPE FOUND AT THE SOUTHWEST CORNER OF LOT 34, BLOCK 7, EUREKA SUBDIVISION; THENCE S86°44'58"W 23.60 FEET TO A 3/4" IRON PIPE FOUND LYING ON THE EAST BOUNDARY LINE OF THE PROPERTY NOW OR FORMERLY OF HSC COWAN ROAD, LLC, AS RECORDED IN DEED IN DEED INSTRUMENT NUMBER 2017-0000147-D-J1; THENCE ALONG THE EAST BOUNDARY LINE OF SAID HSC COWAN ROAD, LLC PROPERTY, N00°26'40"W 76.17 FEET TO A 1/2" IRON ROD FOUND AT THE SOUTHEAST CORNER OF THE PROPERTY NOW OR FORMERLY OF LACUESTA; THENCE ALONG THE EAST BOUNDARY LINE OF LACUESTA PROPERTY, N00°25'47"E 149.87 FEET TO A 3/4" IRON PIPE FOUND AT THE NORTHEAST CORNER OF SAID LACUESTA PROPERTY; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID LACUESTA PROPERTY, N89°40'11"W 328.00 FEET TO A 1/2" IRON ROD FOUND LYING ON THE EAST MARGIN OF COWAN - LORRAINE ROAD (ALSO KNOWN AS HIGHWAY 605); THENCE ALONG SAID EAST MARGIN, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 5,351.05 FEET, AN ARC LENGTH OF 18.41 FEET AND A CHORD BEARING AND DISTANCE OF N00°47'04"E 18.41 FEET TO A CONCRETE MONUMENT FOUND; THENCE CONTINUE ALONG SAID EAST MARGIN, N03°34'46"E 111.33 FEET TO A CONCRETE MONUMENT FOUND; THENCE CONTINUE ALONG SAID EAST MARGIN, N00°00'59"E 119.93 FEET TO A CAPPED 1/2" IRON ROD SET; THENCE LEAVING SAID EAST MARGIN, N89°48'15"E 144.43 FEET TO A CAPPED 1/2" IRON ROD SET AT THE NORTHEAST CORNER OF LOT 41, BLOCK 4, ABYSSINIA SUBDIVISION; THENCE S89°29'23"E 39.55 FEET TO A CAPPED 1/2" IRON ROD SET AT THE NORTHWEST CORNER OF LOT 16, BLOCK 3, ABYSSINIA SUBDIVISION; THENCE S89°29'52"E 141.58 FEET TO A CAPPED 1/2" IRON ROD SET; THENCE S00°09'29"E 75.00 FEET TO A 1/2" IRON ROD FOUND; THENCE S89°55'25"E 19.47 FEET TO THE POINT OF BEGINNING. CONTAINING 5.03 ACRES, MORE OR LESS. SAID PARCEL CONTAINS A VACATED PORTION OF A 10 FOOT ALLEY LYING BETWEEN BLOCK 4, OF ABYSSINIA SUBDIVISION, A VACATED PORTION OF BAKER STREET LYING BETWEEN BLOCKS 3 AND 4, OF ABYSSINIA SUBDIVISION, A VACATED PORTION OF NOW OR FORMERLY DAY STREET LYING EAST OF BLOCK 3, OF ABYSSINIA SUBDIVISION, A PORTION OF NOW OR FORMERLY DAY STREET LYING WEST OF BLOCK 7, EUREKA SUBDIVISION, AND A VACATED PORTION OF HOWARD STREET LYING BETWEEN BLOCK 6 AND 7 OF EUREKA SUBDIVISION.

**REFERENCE
MATERIALS:**

- 1.) HARRISON COUNTY GIS WEBSITE AND TAX MAP, CURRENT EDITION.
- 2.) SPECIAL WARRANTY DEED INSTRUMENT NUMBER 2014-0009229-D-J1.
- 3.) WARRANTY DEED BOOK 714 AT PAGE 524.
- 4.) WARRANTY DEED BOOK 643 AT PAGE 76.
- 5.) WARRANTY DEED BOOK 1427 AT PAGE 429.
- 6.) FINAL DECREE BOOK 643 AT PAGE 134.
- 7.) WARRANTY DEED INSTRUMENT NUMBER 2008-0001171-D-J1.
- 8.) WARRANTY DEED INSTRUMENT NUMBER 2008-0001169-D-J1.
- 9.) PLAT OF ABYSSINIA SUBDIVISION, RECORDED IN COPY BOOK 3 AT PAGE 219.
- 10.) PLAT OF EUREKA ADDITION SUBDIVISION, RECORDED IN COPY BOOK 4 AT PAGE 279.
- 11.) PLAT OF LAKE FOREST SUBDIVISION UNIT ONE, RECORDED IN PLAT BOOK 21 AT PAGE 23.
- 12.) PLAT OF LAKE FOREST SUBDIVISION UNIT TWO, RECORDED IN PLAT BOOK 21 AT PAGE 29.
- 13.) PRIOR SURVEY PERFORMED BY FLOYD HOVAS, DATED MARCH 27, 1974.

BOUNDARY NOTE:

BOUNDARY SURVEYS ARE BASED UPON THE RECORDED SUBDIVISION PLAT IN CASES OF REGULAR SUBDIVISIONS LOTS. BOUNDARY SURVEYS OF PROPERTIES NOT A PART OF A REGULAR SUBDIVISION ARE BASED UPON TITLE INFORMATION PROVIDED BY THE PARTY REQUESTING THE SURVEY. BOUNDARY SURVEY PLATS REFLECT INFORMATION DISCOVERED BY THE SURVEYOR IN THE NORMAL COURSE OF WORK AND DOES NOT NECESSARILY SHOW EVERY POSSIBLE CONDITION AFFECTING THE PROPERTY. EASEMENTS, SERVITUDES, BUILDING ORDINANCES, ZONING, AND OTHER LEGAL ENCUMBERMENTS MAY EXIST. CONSULT A TITLE ATTORNEY IF YOU WISH TO DISCOVER ALL THE LEGAL ENCUMBERMENTS ATTACHED TO ANY PROPERTY.



**DEED DESCRIPTION:
(PRIOR TO RESUBDIVISION)
AS PER DEED BK. 714 AT PG. 524.**

LOTS 6 AND 7 AND LOTS 10 THROUGH 13, INCLUSIVE, BLOCK 4 ABYSSINIA SUBDIVISION, A SUBDIVISION ACCORDING TO A MAP OR PLAT THEREOF ON FILE AND OF RECORD IN PLAT BOOK 7 AT PAGE 4, IN THE OFFICE OF THE CHANCERY CLERK OF HARRISON COUNTY, MISSISSIPPI.

**DEED DESCRIPTION:
(PRIOR TO RESUBDIVISION)
AS PER DEED INST. No. 2014-0009229-D-J1**

LOTS TWENTY-THREE TO TWENTY-EIGHT (23-28) INCLUSIVE, THIRTY-FIVE TO FIFTY-FOUR (35-54) INCLUSIVE, BLOCK SIX (EUREKA ADDITION TO THE CITY OF GULFPORT, ACCORDING TO THE OFFICIAL MAP OR PLAT THEREOF: ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF THE FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI IN PLAT BOOK 9 AT PAGE 8 (COPY BOOK 4 AT PAGE 279) THEREOF; REFERENCE TO WHICH IS HEREBY MADE IN AID OF AND AS PART OF THIS DESCRIPTION.

**ZONING
INFORMATION:**

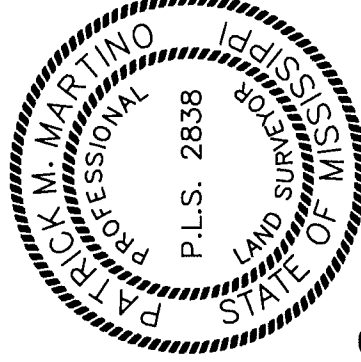
THE PROPERTY HAVING TAX PARCEL 1010K-04-025.000 IS CURRENTLY ZONED AS SMART CODE ZONE T4+ DISTRICT.

THE PROPERTIES HAVING THE FOLLOWING TAX PARCEL NUMBERS:
1010K-04-006.000, 1010K-04-010.000,
1010K-04-011.000, 1010K-04-017.000,
AND 1010K-04-025.000 ARE CURRENTLY ZONED AS SMART CODE ZONE T4L DISTRICT.

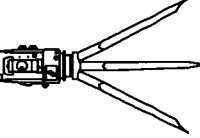
THE ZONING INFORMATION SHOWN HEREON WAS DERIVED FROM THE CITY OF GULFPORT GIS WEBSITE ON 4/30/2018. CONTACT CITY OF GULFPORT ZONING/PLANNING DEPARTMENT FOR ALL ZONING REGULATIONS AND REQUIREMENTS.

NOTES:

- 1.) THIS SURVEY AND PLAT WERE PREPARED ONLY FOR THE CLIENT NAMED HEREON AND NO THIRD PARTY CERTIFICATION IS EXPRESSED OR IMPLIED.
- 2.) A COPY OF THIS PLAT IS VALID ONLY IF IT IS COMPLETE AND INTACT, HAS AN ORIGINAL SIGNATURE AND DATE, AND HAS THE ORIGINAL EMBOSSED OR COLORED (NOT BLACK) STAMPED SURVEYOR'S SEAL.
- 3.) THIS SURVEY IS SUBJECT TO ALL APPLICABLE GOVERNMENTAL REGULATIONS, BUILDING OR OTHER RESTRICTIONS, LEGAL RESTRICTIONS OF ANY NATURE AND FURTHER SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIVE COVENANTS, AND RIGHTS-OF-WAY OF RECORD.
- 4.) REDIVISION OF THIS PROPERTY IS SUBJECT TO CURRENT SUBDIVISION AND ZONING REGULATIONS AND ET CETERA. APPROVAL NEEDS TO BE OBTAINED FROM THE APPROPRIATE GOVERNING BODIES.



THIS SURVEY WAS PREPARED FROM INFORMATION PROVIDED BY CLIENT, WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR AN ENVIRONMENTAL STUDY.		THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE "X" ACCORDING TO MAP NUMBER 28047C02696, DATED JUNE 16, 2009.	
CLIENT: JOSEPH C. CANIZARO		BEARINGS SHOWN HEREON ARE DERIVED BY: GEODETIC NORTH BY GPS OBSERVATION; ALL LINES RELATIVE TO.	
ADDRESS: 500 E 5TH STREET GULFPORT, MS 39507		SURVEY CLASS "B"	
EUREKA ADD. SUBD, BLK 6 & 7; ABYSSINIA SUBD, BLK 3 & 4		SCALE: 1"=60'	
TAX# 1010K-04-006.000; 010.000; 011.000; 017.000 TAX# 1010K-04-021.000; 1010K-04-025.000			
CREW CHIEF: PMM			
DATE: 4/30/2018			
JOB# P18478		PATRICK M. MARTINO, PLS	
REVISED:		13010 KAYLEIGH COVE	
		BILOXI, MISSISSIPPI 39532	
		PHONE/FAX: 228-396-2283	
		EMAIL: PATRICK@MARTINOSURVEYING.COM	
		PROFESSIONAL LAND SURVEYOR	



PATRICK M. MARTINO, PLS

13010 KAYLEIGH COVE

BILOXI, MISSISSIPPI 39532

PHONE/FAX: 228-396-2283

EMAIL: PATRICK@MARTINOSURVEYING.COM

PROFESSIONAL LAND SURVEYOR

CERTIFICATE OF RESUBDIVISION

IN ACCORDANCE WITH SECTION 9-48 OF THE CODE OF ORDINANCE (SUBDIVISION REGULATIONS) OF THE CITY OF GULFPORT AS AMENDED, IT IS HEREBY CERTIFIED THAT THE GULFPORT CITY PLANNING COMMISSION CHAIRMAN AND GULFPORT CITY COUNCIL HAVE REVIEWED AND APPROVED THIS FINAL PLAT FOR THE RESUBDIVISION OF TAX PARCEL NUMBERS: 1010K-04-006.000 (ONLY WESTERN PORTION), 1010K-04-010.000, 1010K-04-011.000, 1010K-04-017.000, 1010K-04-021.000, AND 1010K-04-025.000, SECTION 31, TOWNSHIP 7 SOUTH, RANGE 10 WEST, TOGETHER BEING A 6.90 ACRE± PARCEL. THE SUBJECT PROPERTY IS GENERALLY DESCRIBED AS BEING BOUNDED ON THE EAST BY A 10 FOOT ALLEY AND BOUNDED ON THE NORTH BY THE PROPERTY NOW OR FORMERLY OF BELL, THE PROPERTY NOW OR FORMERLY OF MCQUEEN, THE PROPERTY NOW OR FORMERLY OF COLE, THE PROPERTY NOW OR FORMERLY OF BABIN, THE PROPERTY NOW OR FORMERLY OF MOSEBAY, AND THE PROPERTY NOW OR FORMERLY OF CORNELSON, AND BOUNDED ON THE WEST BY COWAN - LORRAINE ROAD / HIGHWAY 605, AND BOUNDED ON THE SOUTH BY THE PROPERTY NOW OR FORMERLY OF LACUESTA, BY NORTH STREET, AND BY THE PROPERTY NOW OR FORMERLY OF WEBSTER. THE AD VALOREM TAX PARCEL NUMBER(S) OF THE SUBJECT PROPERTY IS (ARE)

THE CASE FILE NUMBER IS

PLANNING COMMISSION

SUBMITTED TO AND APPROVED BY THE GULFPORT CITY PLANNING COMMISSION ON THE DAY OF 2018.

BY: GREG HOLMES PLANNING ADMINISTRATOR

DATED:

BY: KIETH WILLIAMS PLANNING COMMISSION CHAIRMAN

DATED:

APPROVAL

SUBMITTED TO AND APPROVED BY THE CITY OF GULFPORT, CITY COUNCIL, AT THE REGULAR MEETING OF SAID COUNCIL

HELD ON THE DAY OF 2018.

ATTEST: ADOPT

CLERK OF COUNCIL PRESIDENT

THIS RESUBDIVISION PLAT AND CERTIFICATE OF RESUBDIVISION, HAVING BEEN SUBMITTED AND APPROVED BY

THE MAYOR, THIS DAY OF 2018.

WILLIAM HEWES, MAYOR

OWNER'S DEDICATION

THIS IS TO CERTIFY THAT COLUMBUS MANAGEMENT, LLC, A LOUISIANA LIMITED LIABILITY COMPANY, IS THE OWNER OF RECORD OF THE LAND SHOWN ON THIS PLAT, DECLARE THIS TO BE A CORRECT PLAT AND THAT SAID OWNER HEREBY DEDICATE THE RIGHT-OF-WAY AND UTILITIES AND UNTO THE CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, FOR THE PUBLIC USE FOREVER.

WITNESS MY SIGNATURE ON THIS DAY OF 2018.

BY: JOSEPH C. CANIZARO, MANAGING MEMBER

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

RATIFIED AND APPROVED BY:

JOSEPH C. CANIZARO (Owner's Signature)

JOSEPH C. CANIZARO (Print Owner's Name)

THIS DAY OF May 2018.

ACKNOWLEDGE

BEFORE ME, THE UNDERSIGNED, AUTHORIZED IN AND FOR THE STATE OF Mississippi,

COUNTY OF Harrison, PERSONALLY APPEARED

THE AFORENAMED Joseph C. Canizaro,

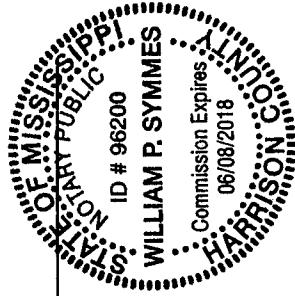
WHO ACKNOWLEDGED THAT THEY ACCEPTED THIS PLAT AND

EXECUTED THE FOREGOING CERTIFICATE AND DEDICATION FOR THE

PURPOSE THEREIN SET FORTH.

NOTARY PUBLIC

MY COMMISSION EXPIRES:



NOTES:

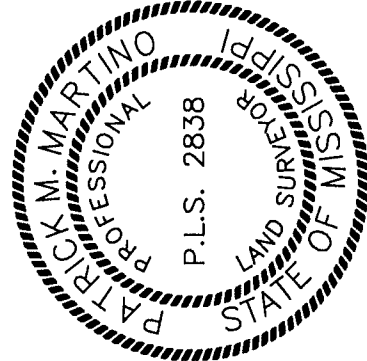
- 1.) THIS SURVEY AND PLAT WERE PREPARED ONLY FOR THE CLIENT NAMED HEREON AND NO THIRD PARTY CERTIFICATION IS EXPRESSED OR IMPLIED.
- 2.) A COPY OF THIS PLAT IS VALID ONLY IF IT IS COMPLETE AND INTACT, HAS AN ORIGINAL SIGNATURE AND DATE, AND HAS THE ORIGINAL EMBOSSED OR COLORED (NOT BLACK) STAMPED SURVEYOR'S SEAL.
- 3.) THIS SURVEY IS SUBJECT TO ALL APPLICABLE GOVERNMENTAL REGULATIONS, BUILDING OR OTHER RESTRICTIONS, LEGAL RESTRICTIONS OF ANY NATURE AND FURTHER SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIVE COVENANTS, AND RIGHTS-OF-WAY OF RECORD.
- 4.) REDIVISION OF THIS PROPERTY IS SUBJECT TO CURRENT SUBDIVISION AND ZONING REGULATIONS AND ET CETERA. APPROVAL NEEDS TO BE OBTAINED FROM THE APPROPRIATE GOVERNING BODIES.

SURVEYOR'S CERTIFICATE

I, PATRICK M. MARTINO, PROFESSIONAL LAND SURVEYOR IN AND FOR THE STATE OF MISSISSIPPI, DO HEREBY CERTIFY THAT THE FOREGOING PLAT AND DESCRIPTIONS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

WITNESS MY SIGNATURE AND SEAL THIS DAY OF May 2018.

PATRICK M. MARTINO, P.L.S. #02838

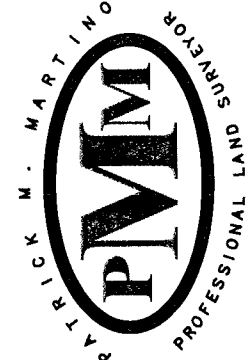
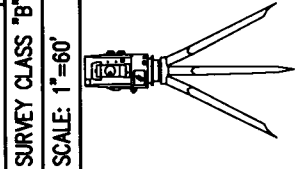


SHEET 6 OF 6

THIS SURVEY WAS PREPARED FROM INFORMATION PROVIDED BY CLIENT, WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR AN ENVIRONMENTAL STUDY.

THIS PROPERTY IS LOCATED IN F.L.R.M. ZONE "X" ACCORDING TO MAP NUMBER 28047C02696, DATED JUNE 16, 2009.

CLIENT: JOSEPH C. CANIZARO	SURVEY CLASS "B"	BEARINGS SHOWN HEREON ARE DERIVED BY: GEODETIC NORTH BY GPS OBSERVATION; ALL LINES RELATIVE TO.
ADDRESS: 500 E 5TH STREET GULFPORT, MS 39507	SCALE: 1"=60'	
EUREKA ADD. SUB'D, BLK 6 & 7;		
ABYSSINIA SUB'D, BLK 3 & 4		
TAX# 1010K-04-006.000; 010.000; 011.000; 017.000		
TAX# 1010K-04-021.000; 1010K-04-025.000		
CREW CHIEF: PNM	DRAWN BY: PTPD	
DATE: 4/30/2018	JOB# P18478	
REVISED:	OLD JOB# P18042	



PATRICK M. MARTINO, PLS
13010 KAYLEIGH COVE
BILOXI, MISSISSIPPI 39532
PHONE/FAX: 228-396-2283
EMAIL: PATRICK@MARTINOSURVEYING.COM
PROFESSIONAL LAND SURVEYOR



URBAN DEVELOPMENT
PLANNING DIVISION

July 6, 2018

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

Columbus Management, LLC
909 Poydras St, Suite 1700
New Orleans, LA 70112

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

RE: Resubdivision 1807PC073: William Symmes, agent for Columbus Management LLC, property owner, requests to divide the tax parcels 1010K-04-006.000, 1010K-04-006.001, 1010K-04-010.000, 1010K-04-011.000, 1010K-04-017.000, 1010K-04-021.000, and 1010K-04-025.000 containing approx. 7 acres zoned T3 (Sub-urban zone), T4L (General Urban Zone "Limited"), and T4+ (General Urban Zone "Plus"): located north of North Street, south of 5th Street, east of and adjacent to 5th Street, and west of and adjacent to Cowan Road, in Ward 2.

To Whom It May Concern:

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

The City of Gulfport Planning Commission will hold a public hearing to consider the above request at 4:30 P.M. on **Thursday, July 26, 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.

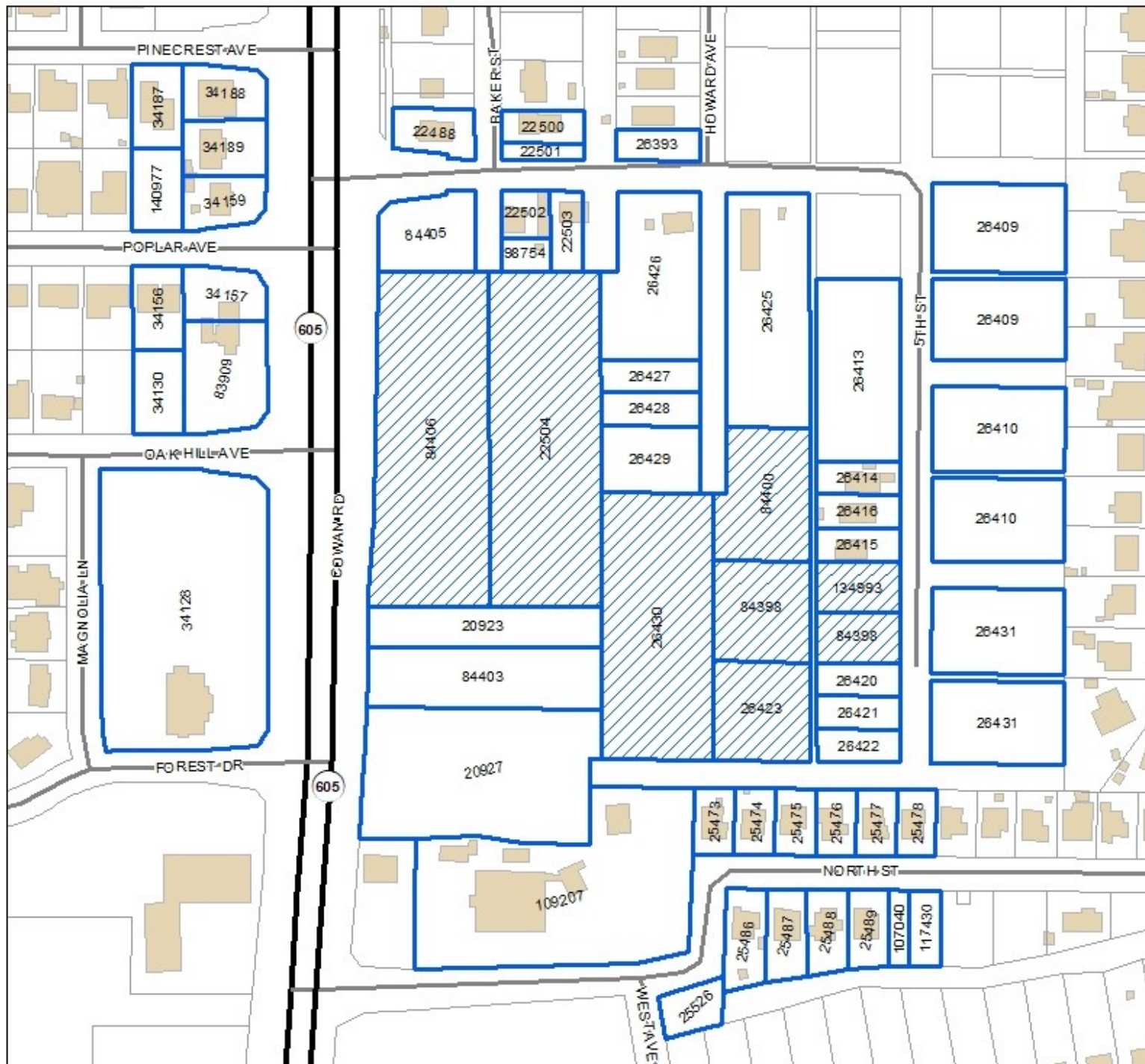
If you have any questions or comments, please contact this office.

Sincerely,
City of Gulfport Planning Division

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

1807PC073

Resubdivision



Legend

Site
 US or State Highway
 Street
 Parcels
 Buildings

1010K-04-025.000, 1010K-04-021.000, 1010K-04-017.000, 1010K-04-006.000, 1010K-04-010.000, 1010K-04-006.001, 1010K-04-011.000
 Zoning: T3 (Sub-urban Zone), T4L (General Urban Zone "Limited"), T4+ (General Urban Zone "Plus")
 Size: 3.45 acres
 Flood: X, AE

0 30 60 90
 Yards
 1 inch = 208 feet

N
 W E
 S

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

PPIN	Parcel ID	Name	Address	City	State	ZIP
		Columbus Management , LLC (Owner)	909 Podras Street	New Orleans	LA	70112
		William Symes, Esq (Agent)	2200 25th Ave	Gulfport	MS	39501
Adjacent Property Owners						
20923	1010K-04-020.000	LACUESTA RICK	22 - 29TH ST	GULFPORT	MS	39501
20927	1010K-04-018.000	CASSADY J MICHAEL & MARY A	P O BOX 7301	GULFPORT	MS	39506
22488	1010K-05-046.000	HAYES LUTHER C -EST-	1326 PINECREST AVE	GULFPORT	MS	39507
22500	1010K-05-024.000	JOHNSON MAMIE & LEWIS CATHERINE	602 BAKER STREET	GULFPORT	MS	39501
22501	1010K-05-023.000	FAVRE A E JR	P O BOX 82285	BATON ROUGE	LA	70884
22502	1010K-04-023.000	MCQUEEN MARY L -EST-	1425 5TH STREET	GULFPORT	MS	39501
22503	1010K-04-022.000	COLE LILLIAN E	1427 5TH ST	GULFPORT	MS	39501
22504	1010K-04-021.000	GULF SOUTH CAPITOL CORP % JANE BURAS	908 POYDRAS ST STE-1700	NEW ORLEANS	LA	70112
25473	1010N-05-078.000	GRACE PAUL & MARGARET	2001 NORTH ST	GULFPORT	MS	39501
25474	1010N-05-077.000	EVANS DENISE R	2003 NORTH ST	GULFPORT	MS	39507
25475	1010N-05-076.000	CHAMBERS TERRELLE & TASHAWA	2005 NORTH ST	GULFPORT	MS	39507
25476	1010N-05-075.000	HALEY RUSSELL F & HERNANDEZ SAUL C/O SANDY RIDGE	P O BOX 213	BAKER	FL	32531
25477	1010N-05-074.000	MOEINI MOHAMMAD	P O BOX 8833	GULFPORT	MS	39506
25478	1010N-05-073.000	LEWIS DAVID S & GRACE E	2011 NORTH ST	GULFPORT	MS	39507
25486	1010N-05-059.000	KNEALE ANTHONY P	2000 NORTH ST	GULFPORT	MS	39507
25487	1010N-05-060.000	GULFPORT APARTMENTS INC	141 HOPKINS BLVD	BILOXI	MS	39530
25488	1010N-05-061.000	GULFPORT APARTMENTS INC	P O BOX 999	BILOXI	MS	39533
25489	1010N-05-062.000	LEE GLORIA	2006 NORTH ST	GULFPORT	MS	39507
25526	1010N-05-058.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
26409	1010K-01-063.000	PIERCE MRS HUGH V & PARKER C	5435 MELWOOD DR	JACKSON	MS	39211
26410	1010K-01-062.000	RICE JOHN B & ATWOOD L III ET AL	1172 CAMP STREET	NEW ORLEANS	LA	70130
26413	1010K-04-002.000	COLLINS ENTERPRISES INC ET AL	2720 CHANNEL PL	BILOXI	MS	39531
26414	1010K-04-003.000	REYER EVELYN D VEIRLING	505 E 5TH ST	GULFPORT	MS	39507
26415	1010K-04-005.000	CORNELSON JOHN E III & CRYSTAL M	503 EAST 5TH STREET	GULFPORT	MS	39507
26416	1010K-04-004.000	PARKER EARL LINDY JR	504 5TH ST	GULFPORT	MS	39507
26420	1010K-04-007.000	WEBSTER DANIEL	P O BOX 1511	GULFPORT	MS	39502
26421	1010K-04-008.000	PRESS KAREN J & THOMAS JACK D	527 A MAGNOLIA ST	GULFPORT	MS	39507
26422	1010K-04-009.000	SUMRALL RAYMOND ALAN	13053 WOODBRIDGE COURT	GULFPORT	MS	39503
26423	1010K-04-010.000	COLUMBUS MANAGEMENT LLC	909 POYDRAS ST STE 1700	NEW ORLEANS	LA	70112
26425	1010K-04-012.000	WILLIAMS HAYDEN	1501 5TH ST MC STA	GULFPORT	MS	39501
26426	1010K-04-013.000	OWENS JACKIE	2716 CEDARWOOD CT	JEFFERSON CITY	MO	65109
26427	1010K-04-014.000	MOORE EMMA LOU O'NEAL ETAL C/O ANITA GARCIA	2509 JOAN AVE	GULFPORT	MS	39501

26428	1010K-04-015.000	PARSONS L L	3416 CLIFFORD DR	METAIRIE	LA	70002
26429	1010K-04-016.000	BABIN TODD	3957 GRILLETТА CT	MARRERO	LA	70072
26430	1010K-04-017.000	GULF SOUTH CAPITAL CORP C/O JANE BURAS	909 POYDRAS ST STE-1700	NEW ORLEANS	LA	70112
26431	1010K-01-061.000	FORESTER ESTHER F & CHARLES L	P O BOX 932	OXFORD	MS	38655
34128	1010L-03-059.000	JNM OFFICE PROPERTY LLC	505 COWAN RD	GULFPORT	MS	39507
34130	1010L-03-025.001	FRISBY CLIFFORD C	239 COWAN RD	GULFPORT	MS	39507
34156	1010L-03-002.000	CHATMAN MAMIE	1325 POPLAR AVE	GULFPORT	MS	39507
34157	1010L-03-001.000	FRISBY CLIFFORD C	239 COWAN RD	GULFPORT	MS	39507
34159	1010L-02-078.000	CARTER VARINA	575 COWAN RD	GULFPORT	MS	39507
34187	1010L-02-052.000	LANE VONCILE ETAL	1325 PINECREST AVE	GULFPORT	MS	39507
34188	1010L-02-051.000	VERRETT ALEXANDER E & JUDITH D	603 COWAN ROAD	GULFPORT	MS	39507
34189	1010L-02-079.000	MYERS KENNETH R	P O BOX 7124	GULFPORT	MS	39506
83909	1010L-03-025.002	FRISBY CLIFFORD C	239 COWAN RD	GULFPORT	MS	39507
84398	1010K-04-006.000	COLUMBUS MANAGEMENT LLC	909 POYDRAS ST STE 1700	NEW ORLEANS	LA	70112
84400	1010K-04-011.000	COLUMBUS MANAGEMENT LLC	909 POYDRAS ST STE 1700	NEW ORLEANS	LA	70112
84403	1010K-04-019.000	LACUESTA RICK	405 CARIBE PL	GULFPORT	MS	39507
84405	1010K-04-024.000	BELLWETHER LLC	11511 TREELAWN STREET	GULFPORT	MS	39507
84406	1010K-04-025.000	GULF SOUTH CAPITAL CORP C/O JANE BURAS	909 POYDRAS ST STE-1700	NEW ORLEANS	LA	70112
98754	1010K-04-023.001	MCQUEEN MARY L -EST-	1425 5TH ST	GULFPORT	MS	39501
107040	1010N-05-063.001	STATE OF MISS SALE #51 -8/28/95-	1801 23rd Avenue	Gulfport	MS	39501
109207	1010N-05-079.001	DE L'EPEE DEAF CENTER INC	1790 POPPS FERRY RD	BILOXI	MS	39532
117430	1010N-05-063.002	VINCENT CHARLES L JR	834 KUI PLACE	DIAMONDHEAD	MS	39525
134993	1010K-04-006.000	COLUMBUS MANAGEMENT LLC	909 POYDRAS ST STE 1700	NEW ORLEANS	LA	70112
140977	1010L-02-077.000	CHRISTIANA TRUST C/O OCWEN LAON SERV LLC	1661 WORTHINGTON RD STE 100	WEST PALM BEACH	FL	33409
140978	1010L-02-077.001	CHRISTIANA TRUST C/O OCWEN LAON SERV LLC	P O BOX 24737	WEST PALM BEACH	FL	33410

SunHerald

AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification	PO	Amount	Cols	Depth
		LEGAL NOTICE PUBLIC HEARING In conformar				

Attention:

GULFPORT URBAN DEVELOPMENT
PO BOX 1780
GULFPORT, MS 39502

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, July 26, 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 1807PC070: Alvin Edward Moss and Tuyen T. Tran, property owners, request to divide two parcels 0811C-05-008.000 and 0811C-05-009.000 containing approx. .525 acres into two parcels zoned B-2 (General Business): located north of Pass Road, south of and adjacent to 28th Street, east of and adjacent to 28th Avenue, and west of 25th Avenue, Ward 3.

Resubdivision 1807PC071: Brian Carriere, agent for Floyd Gray, Jr., property owner, request to divide the 21,650 square-foot tax parcel 0711P-03-042.000 into seven new parcels zoned T4+ (General Urban Zone "Plus"): located north of and adjacent to W Beach Boulevard, south of Finley Street, east of 42nd Avenue, and west of and adjacent to 41st Avenue, in Ward 2.

Resubdivision 1807PC073: William Symmes, agent for Columbus Management LLC, property owner, requests to divide the tax parcels 1010K-04-006.000, 1010K-04-006.001, 1010K-04-010.000, 1010K-04-011.000, 1010K-04-017.000, 1010K-04-021.000, and 1010K-04-025.000 containing approx. 7 acres zoned T3 (Sub-urban zone), T4L (General Urban Zone "Limited"), and T4+ (General Urban Zone "Plus"): located north of North Street, south of 5th Street, east of and adjacent to 5th Street, and west of and adjacent to Cowan Road, in Ward 2.

Resubdivision 1807PC074: Josephine A. O'Neal and Theodore B. Autin, property owners, requests to divide the tax parcels 0910P-01-040.000 and 0910P-01-047.000 containing 1.21 acres zoned T3 (Suburban zone) and T4L (General Urban "Limited"): located north of and adjacent to Perry Street, south of and adjacent to Woodhaven Drive, east of Lopasser Avenue, and west of Tegarden Road, Ward 2.

Planning Commission Approval 1807PC075: Staci James Hensley and Mary James, property owners, request a photography business as a home occupation at 13333 Twin Dr. on the tax parcel 0807Q-01-13.001 zoned R-1-15 (Single-family): located north of Westin cove, south of Duckworth Road, east of Tara Hills Drive, and west of and adjacent to Twin Drive, in Ward 7.



STATE OF MISSISSIPPI COUNTY OF HARRISON

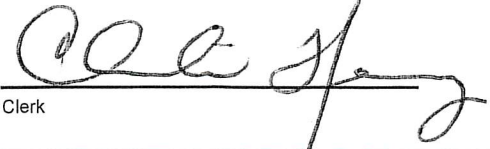
Before me, the undersigned Notary of Harrison County, Mississippi personally appeared CLAUDIA HENRY, who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a daily newspaper published in the city of Gulfport, in Harrison County, Mississippi and the publication of the notice, a copy of which is hereto attached, has been made in said paper in the issue(s) of:

1 Insertion(s)

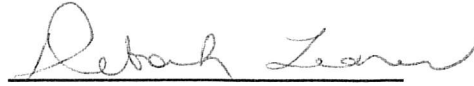
Published On:

July 11, 2018

Affidavit 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.


Clerk

Sown to and subscribed before me this
11th day of July in the year of 2018


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.

RESUBDIVISION 1807PC078:

Heinrich & Associates LLC., agent for John Hopkins, property owner, requests to divide the 38,528 square-foot tax parcel 0811H-02-046.000 into two parcels zoned R-1-7.5 (Single-family): located north of and adjacent to East Beach Boulevard, south of 2nd Street, east of Kelly Avenue, and west of Olive Avenue, in Ward 2. Final Plat 1807PC079; Robert Heinrich, agent for Blessed Investment Team, LLC, property owner, request a final plat (a re-plat of lots 1-5, 18, 24-29, 31-32, 34-37, & 40-42) of Tracewood Subdivision of 32 lots on parcels 0907M-01-004.001, 0907M-01-004.044, 0907M-01-004.002, 0907M-01-004.045, 0907M-01-004.003, 0907M-01-004.046, 0907M-01-004.004, 0907M-01-004.047, 0907M-01-004.005, 0907M-01-004.048, 0907M-01-004.018, 0907M-01-004.049, 0907M-01-004.024, 0907M-01-004.050, 0907M-01-004.025, 0907M-01-004.051, 0907M-01-004.026, 0907M-01-004.052, 0907M-01-004.027, 0907M-01-004.053, 0907M-01-004.028, 0907M-01-004.029, 0907M-01-004.054, 0907M-01-004.060, 0907M-01-004.031, 0907M-01-004.032, 0907M-01-004.034, 0907M-01-004.035, 0907M-01-004.055, 0907M-01-004.036, 0907M-01-004.037, 0907M-01-004.056, 0907M-01-004.061, 0907M-01-004.040, 0907M-01-004.057, 0907M-01-004.041, 0907M-01-004.058, 0907M-01-004.042, and 0907M-01-004.059, zoned R-2 (Single-family): located north of and adjacent to O'Neal Road, south of Malley Drive, east of Williams Road, west of Holliman Road, Ward 6.

Zoning Text Amendment 1808PC084:

The City of Gulfport requests amendments to the Comprehensive Zoning Ordinance, as amended, Section I. Definitions (B) Words and Phrases - Short Term Rental, and, to amend Section III. District Regulations (J) Chart of Permitted Uses (2) Schedule of uses - Residential: to add Short Term Rental.

General Plan 1705PC052:

Elliott Land Dev. LLC, property owner, requests approval for an 18-lot subdivision (Duckworth South) on the tax parcel 0807K-01-018.000 containing 9.7 acres zoned R-1-15 (Single Family): located north of O'Neal Road, south of and adjacent to Duckworth Road, east of Tara Hills Drive, and west of Aerie Road, in Ward 7. Final Plat 1803PC034; Elliott Homes, LLC, property owner, requests final plat approval for an 18-lot subdivision (Duckworth South) on the tax parcel 0807K-01-018.000 containing 9.7 acres zoned R-1-15 (Single Family): located north of O'Neal Road, south of and adjacent to Duckworth Road, east of Tara Hills Drive, and west of Aerie Road, in Ward 7. This the 5th day of July 2018

Keith Williams, Chairman

City of Gulfport Planning Commission
-0003749531

CITY OF GULFPORT PLANNING COMMISSION

1807PC073

TRANSCRIPT OF HEARING

July 26, 2018

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT

PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,

GULFPORT, MISSISSIPPI, ON THE 26TH DAY OF JULY 2018

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

NORMA JEAN LADNER SOROE, CERTIFIED SHORTHAND REPORTER.

COMMISSION MEMBERS PRESENT:

KEITH WILLIAMS, President
VIRGINIA ADOLPH
WILLIAM "PRINCE" JONES
B.J. SELLERS
CHARLIE HEWES
JOHN ANTHONY
DOUG HANCOCK

STAFF PRESENT:

GREG HOLMES
SU-LIN BOLIN
MATILDA WELCH

1 3. Resubdivision 1807PC073

2 MS. WELCH: Resubdivision Case Number 073 has
3 been duly and timely noticed as required by law. The
4 applicant requests to divide the tax parcels zoned T3
5 suburban zone, T4L general urban zone limited, and T4+
6 general urban zone plus, located north of North Street,
7 south of 5th Street, east of and adjacent to 5th Street, and
8 west of and adjacent to Cowan Road, in Ward 2. A copy of the
9 packet considered is hereby offered to the record.

10 MR. WILLIAMS: Thank you.

11 Mr. Symmes, you're going to present this one?

12 MR. SYMMES: Yes. William Symmes on behalf
13 of Columbus Management, LLC.

14 My address, office address, is 2200 25th
15 Avenue, Gulfport 39501.

16 In essence, and I'll be brief, because I
17 think you can kind of fear that word sometimes when you're
18 up here. I have some blown-ups I think that will help,
19 along with what Mr. Holmes put together, that shows you
20 before and after.

21 We're taking seven parcels, creating three.
22 When they widened Cowan-Lorraine, there's a lot of little
23 snippets of old lots that are left. There's some roads and
24 things partially vacated. It was a 1970 case that vacated
25 some of them. And you have one parcel that is half T3 and

1 half T4. So there's a lot of cleanup that needs to be done
2 to make this thing ready to even be able to try to be
3 developed at some point.

4 So my client would like to, if y'all would
5 like to look at this, it may be helpful. It was helpful to
6 me.

7 If you look at different pieces of paper,
8 sometimes it's hard, so I just wanted to pass these around.
9 And it has what it looked as before and then what's
10 proposed.

11 MR. WILLIAMS: All right.

12 MR. SYMMES: So there's three parcels that
13 will be A, B, and C. C would be T3. Part of that parcel
14 that's split is T3, and that's completely residential, so it
15 would remain residential in T3. And then you have T4 to the
16 south of the alleyway that divides that T3 and that T4
17 parcel.

18 And then you can see the rest of the parcels
19 we've platted, an A and a B. A is mostly wetlands and
20 frankly that is why it's partitioned like it is. And B
21 would be the parcel that would look to be developed at some
22 point. And even though there's no specific site plan or
23 anything at this time, they're trying to get it ready to
24 maybe be a high-end retail or some kind of () for it,
25 kind of in line with what's going up and down Cowan-Lorraine

1 right now.

2 So that's kind of what the goal today is. We
3 haven't got a site plan or anything, drainage plan, that
4 needs to approved, just trying to clean this up so it can
5 get to a point maybe we can develop it.

6 MR. WILLIAMS: Okay. Commissioners, any
7 questions of the applicant right now?

8 MR. HEWES: This was where McCabe Dental was
9 after Katrina; isn't it?

10 MR. SYMMES: Actually just to the north.
11 There's two little sliver parcels there between where I
12 think a Dollar General is now and you had McCabe and you had
13 another little property and then this one. So it's just to
14 the north of that.

15 MR. HEWES: Okay. Thank you.

16 MR. WILLIAMS: Other questions?

17 MR. HANCOCK: So you're not asking to rezone
18 any of these at this time; is that right?

19 MR. SYMMES: They're all T4+ and T4, other
20 than that one little section that will be C, which is T3,
21 which we're not looking to change the zoning, but we are
22 looking to -- because that -- two parcels that go along
23 Cowan-Lorraine are T4+, since they're being partitioned, I
24 don't know how we want to handle the T4-T4+ parcel or what's
25 going to be in D now.

1 But for our needs and what we're looking to
2 do potentially as far as marketing, we're fine with T4. We
3 don't have to have T4+. That's what was most of the
4 parcels, anyway.

5 MR. HANCOCK: So the question for, I guess,
6 the planning department: It's not going to create an issue
7 when you've got the new parcel is going to have some T4 and
8 some T4+; is that going to be an issue?

9 MR. HOLMES: No, sir, not for a
10 resubdivision. It exceeds the requirements. When they
11 decide on use, then they ().

12 MR. HANCOCK: Okay.

13 MR. JONES: So that split, is that right
14 there before you get to about a block from Walgreen's north?

15 MR. SYMMES: It's farther south of that.
16 It's -- you got St. James, and then you got the dollar --
17 one of the little storage places, the Dollar General. It's
18 just to the north of the Dollar General before you got to
19 Walgreen's and all that.

20 MR. HEWES: Greg, since -- and this is a
21 question for the department -- since every now and then we
22 have things come in that's split zoned, you have two zones
23 on one piece of property, would it be easier if it's
24 amenable to your client to make the new parcels where
25 they're not split zoned and where it's not two different

1 zones in one parcel? Because right now, it looks like
2 Parcel A and Parcel B are going to have both T4L and T4+ in
3 them. Why don't we go ahead and clean it up now and make it
4 a lot easier for the future we know what we're looking at.

5 MR. HOLMES: That would be the most desired
6 thing. But not knowing what his client wants to do with the
7 property, I mean, right now I think it's their intention to
8 clean it up where it would make it more marketable where
9 it's just sort of (). Like I said, not knowing the
10 use, I highly don't want to suggest them to do that because
11 the use may work fine for them.

12 MR. HEWES: So just so everybody here has a
13 little clearer understanding, what are some of the uses
14 allowed in T4 that aren't allowed in T4L -- T4+ versus T4L?

15 MR. HOLMES: Well, you're talking about a
16 greater density is allowed multifamily that would be in a
17 T4+ and a T4L. They both allow residential. There'd be a
18 little bit higher commercial would be allowed in T4L as
19 opposed to -- T4+ as opposed to T4L.

20 So they're very similar, it's just that T4+
21 is a step up from the T4L.

22 MR. HEWES: So Mr. Symmes, you mentioned it
23 would be okay if you did them all, you all would all be fine
24 with T4L; is that correct or not? I'm not trying to take
25 anything away from you, just trying to --

1 MR. SYMMES: I would have to confirm that.
2 Like I said, we don't have a site plan at this time, so we
3 leave it at T4+. But as far as right now, we don't have a
4 specific plan in place that we're looking to move forward
5 with. So I can talk with my client for sure about that.

6 But I know in talking that that's what the
7 usage he was looking at. My understanding under T4 it's a
8 restricted use that you can do some type of commercial like
9 a business or things that.

10 He's not looking to do condos or anything
11 that's multi, you know, none of that.

12 MR. HEWES: I guess what I'm looking at is we
13 try to clean up as much as we can when there's opportunity,
14 and if you look at Parcel C, it's unchanged, and that's more
15 residential. And the reason why it is like it is going
16 north and south with the existing as a T4+ than a T4L then
17 you got your Parcel C which is I forget a T3, it's a step
18 down from density going where it backs up to a residential
19 community. And that was my concern there to try to clean it
20 up because it looks if you do it like this there's a chance
21 that that Parcel B could be a T4L and nothing more because
22 it doesn't have a stepdown going to it.

23 MR. SYMMES: I'd have to talk with the
24 client. The one thing I would note is that there is an
25 alleyway that separates the two. They're not right up

1 against one another. And my understanding looking at the
2 roads that access, there would not be a need to go onto the
3 alleyway.

4 So there could be a fence or something that
5 would separate the two in addition to the alleyway. So I
6 don't see that being an additional traffic issue. You know,
7 we haven't done a site plan or anything. I just know that
8 there's other major roads that are already developed that
9 lead to the property that would be probably the way people
10 would come in. It would not be the alleyway.

11 MR. HANCOCK: So does the alleyway run
12 between A and B, or is it between the two original parcels
13 that are there?

14 MR. SYMMES: It runs between -- it actually
15 cuts in half one parcel, and I think it's the one that ends
16 000. I'd have to pull it out and look at it.

17 MR. HANCOCK: It's perpendicular to Cowan
18 Road.

19 MR. SYMMES: Yeah. It's like -- it's
20 actually Number 1010K-04-006.000 is here's Cowan-Lorraine is
21 here, and part of it is over here with this alleyway in
22 between. So it's already segmented by the alleyway, and you
23 got two different zones on it. I don't know why it was done
24 that way, but that's just the way it is currently.

25 So that would obviously be cleaned up by this

1 process.

2 MR. HANCOCK: So I got one more question for
3 Mr. Holmes. And that is that you've got say Parcel A, for
4 example, that's zoned T4+ and T4L. If they came back in or
5 somebody did and wanted to build something that needs T4+ on
6 the front half of Parcel A, they wouldn't have to rezone the
7 whole thing as long as they stayed in the T4+; is that the
8 way that works?

9 MR. HOLMES: That's correct.

10 MR. HANCOCK: Okay. So it probably makes
11 sense not to --

12 MR. WILLIAMS: All right. Any other
13 questions?

14 MR. ANTHONY: The question I have is in
15 effect that the square footage of these properties, each
16 section that we have which we're talking about
17 resubdividing, they're staying exactly as far as square
18 footage what we're being shown here?

19 MR. HOLMES: Actually, with them
20 resubdividing, even with it being T4L, T4+, and T3, they
21 exceed that requirements ().

22 I can see it might affect the highest zone,
23 until they come up with a use, I don't really know if it's
24 in the best interest to change the zoning until they know
25 what they're going to do.

1 MR. WILLIAMS: All right. Other questions?
2 If something comes up, we'll bring you back up. Thank you,
3 Mr. Symmes, appreciate it.

4 PERSON IN AUDIENCE: Can I have something to
5 say about that? Because I live right across the street from
6 that property?

7 MR. WILLIAMS: Sure. Give me one second.
8 Thank y'all.

9 Anyone else here to speak for this request?

10 MR. GILLESPIE: My name is Virgil Gillespie,
11 1901 24th Avenue, Gulfport. I represent Drs. Neil and
12 Raeline McIntyre who have Affordable Dentures right cross
13 the street.

14 I'm going to be short and non-contentious.
15 We appreciate what Mr. Symmes is doing. We have no
16 objection to it. We appreciate he needs to do it.

17 My clients asked me, and this is rather
18 unusual, they're not asking to do something over there, my
19 clients asked me to be sure I appeared before you to tell
20 you what a big investment they have directly across the
21 street. If you will remember, it used to be the Greek
22 Orthodox Church over there. My clients bought the church,
23 tore it down, and built Affordable Dentures. They have a
24 little in excess of a three million dollar investment in the
25 property immediately across the street.

1 So I think you can see that we want to appear
2 before y'all any time anything comes up in this neighborhood
3 to make sure that whatever is done is consistent with my
4 client's three million dollar investment.

5 They're doing real well out there, by the
6 way. That's a great location.

7 So I appreciate what he's doing. No
8 objection to it. But he's going to be back before y'all.
9 And I'm going to be back before y'all. And I just want for
10 y'all to remember that we placed a lot faith in the City of
11 Gulfport, Mississippi, to make that kind of investment in
12 this location.

13 Thank you.

14 MR. WILLIAMS: Thank you, sir.

15 Anyone else here to speak for the request?

16 Anyone to speak against the request? Yes,
17 ma'am.

18 MS. CARTER: I'm Varina Carter. My address
19 is 575 Cowan Road. I'm on the corner of Koppel and Cowan.

20 I oppose it until they decide what type of
21 business they would like to put over there. I don't know
22 how true it is, but it's just a hearsay, I heard somebody
23 say they wanted to put a service station over there which
24 bring in undesirables.

25 But I don't have any problem with him putting

1 an office building or something of that type over there.

2 But I would like to oppose it at this time
3 until they decide on what type of business that they're
4 going to put over there.

5 MR. WILLIAMS: Okay. Thank you, ma'am.
6 Appreciate it.

7 Anyone else to speak against the request?

8 MR. MCQUEEN: Yes, sir. My name is Jacob
9 Paul McQueen. We have property -- he's talking about the
10 alleyways. We have property right next to the alley. Now,
11 we been cleaning this thing off for 50 years. And before
12 it's just vacated or just given to somebody else, I am
13 totally against that, totally against that. If you want to
14 split the alley up and give us eight feet and y'all take
15 eight feet, that's it, because it's right at 19 feet with
16 the alley. So if they want eight feet and give us eight
17 feet, you know, we're for that.

18 I'm for business and the area growing, but as
19 far as just giving property away, just vacating something,
20 we're totally against.

21 MR. WILLIAMS: Okay. Before you go anywhere,
22 sir, just so you know. Greg, clarify: There's no vacation
23 of any property here; right?

24 MR. HOLMES: Right.

25 MR. WILLIAMS: I mean, the alleyway is there

1 and the alleyway will stay there.

2 MR. HOLMES: Yes, sir, it's going to remain
3 the same.

4 MR. WILLIAMS: Okay.

5 MR. HOLMES: No property is being vacated.

6 MR. WILLIAMS: Okay. So the alleyway is
7 there and will stay there.

8 MR. HOLMES: Yes, sir.

9 MR. WILLIAMS: Okay. Good deal.

10 Thank you, sir.

11 Anyone else here to speak against the
12 request?

13 Commissioners, you've heard the case. Do you
14 have any further questions or a motion?

15 MR. JONES: I have a comment.

16 MR. WILLIAMS: Sure.

17 MR. JONES: I know when you build, just like
18 the lawyer said, you build a three million dollar facility,
19 you don't want something that's going to kind of knock it
20 down.

21 I think that it's good to always get
22 buildings and things that are going to really enhance that
23 area. But then we need to know what we're building and what
24 we're putting out there before it happens. And I think in
25 this case, it's going to have to come back to us once they

1 decide what they're going to do.

2 And that's my only thing I want to say about
3 that.

4 MR. WILLIAMS: Thanks, Coach.

5 Yeah, this is a subdivision, and before
6 anything is built there, they got to come get approval of
7 that. So good point.

8 Any other comments, questions, or motion?

9 MR. HEWES: Mr. Chair, I'm going to move that
10 we accept -- that we approve this Case 1807PC073. And just
11 a clarification for some of the neighborhood concerns.
12 We're not approving any type of business. It's just so they
13 can clean the lots up so that it is marketable in the
14 future.

15 And if you look at as neighbors, if you can
16 go back to that last one, you can see where the dark red is
17 along Cowan-Lorarine Road or Highway 605, that's going to be
18 the one that would be what we consider a higher density or
19 different type of business. And the orange between
20 Cowan-Lorraine Road and the yellow is going to be maybe
21 parking or something like that that's lower density. So if
22 it is a restaurant or a gas station or something, you're
23 going to have that buffer of lower density there between you
24 and the business that would be front.

25 I don't know if that helps explain it to you

1 or not, but that's why these zones are in place. And if and
2 when they do come back for something to be built, it will
3 come up again and y'all will receive notice and talk about
4 it at that point.

5 So just to restate it. I move that we
6 approve this Case 1807PC073 with any conditions.

7 MR. WILLIAMS: All right. Thank you. Got a
8 motion to approve the case. Do I have a second?

9 MR. JONES: Second.

10 MR. WILLIAMS: Got a motion and a second.
11 Any further discussion?

12 MR. SELLERS: If I could tack onto what Mr.
13 Hewes said which is that dark red on Lorraine-Cowan, if we
14 had no action today whatsoever on this case, they could
15 build a higher density facility there no matter what we did.
16 So I just want to make that point to you that we're not
17 really changing or allowing them to build something bigger
18 or better or more dense there or (), they already have
19 that right to an extent with the property fronting on
20 Lorraine-Cowan Road now in that darker red hatched area.

21 MR. WILLIAMS: All right. Thanks for the
22 clarification.

23 So I've got a motion to approve this case
24 with a proper second. Any further discussion? If not, all
25 those in favor signify by saying aye.

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(Unanimous vote.)

MR. WILLIAMS: Any opposed?

All right. It's been passed. So thank y'all
for coming. Appreciate it.

BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

1807PC073

COURT REPORTER'S CERTIFICATE

I, Norma Jean Ladner Soroë, Certified Shorthand Reporter, do hereby certify that to the best of my skill and ability I have reported the hearing held before the City of Gulfport Planning Commission and that the foregoing 16 pages constitute a true and correct transcription of said hearing held on the 26th day of July 2018.

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

Witness my signature this the 1st day of August 2018.



NORMA JEAN LADNER SOROE, CSR #1297
Certified Shorthand Reporter

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: August 1, 2018

Re: Final Plat 1807PC079:

Robert Heinrich, agent for Blessed Investment Team, LLC, property owner, request a final plat (a re-plat of lots 1-5, 18, 24-29, 31-32, 34-37, & 40-42) of Tracewood Subdivision of 32 lots on parcels 0907M-01-004.001, 0907M-01-004.044, 0907M-01-004.002, 0907M-01-004.045, 0907M-01-004.003, 0907M-01-004.046, 0907M-01-004.004, 0907M-01-004.047, 0907M-01-004.005, 0907M-01-004.048, 0907M-01-004.018, 0907M-01-004.049, 0907M-01-004.024, 0907M-01-004.050, 0907M-01-004.025, 0907M-01-004.051, 0907M-01-004.026, 0907M-01-004.052, 0907M-01-004.027, 0907M-01-004.053, 0907M-01-004.028, 0907M-01-004.029, 0907M-01-004.054, 0907M-01-004.060, 0907M-01-004.031, 0907M-01-004.032, 0907M-01-004.034, 0907M-01-004.035, 0907M-01-004.055, 0907M-01-004.036, 0907M-01-004.037, 0907M-01-004.056, 0907M-01-004.061, 0907M-01-004.040, 0907M-01-004.057, 0907M-01-004.041, 0907M-01-004.058, 0907M-01-004.042, and 0907M-01-004.059, zoned R-2 (Single-family): located north of and adjacent to O'Neal Road, south of Malley Drive, east of Williams Road, west of Holliman Road, Ward 6.

Planning Commission recommendation: To approve applicant request with conditions.

Motion: Mr. Sellers

Second: Mrs. Adolph

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

Action: Motion was carried unanimously

Speaking for the Petition:

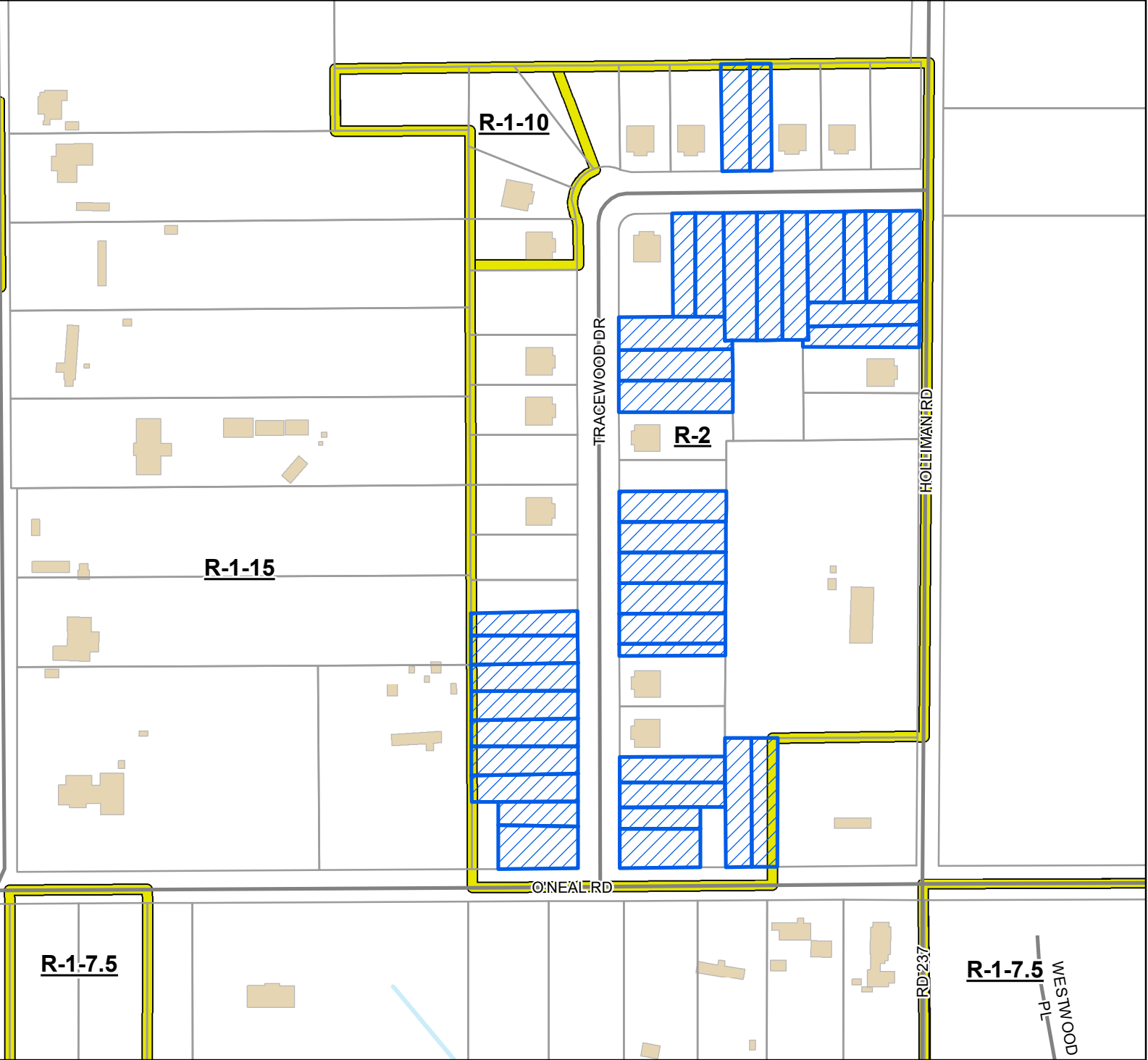
1. Robert Heinrich

Speaking against the Petition: None

Other: Nelson Page

On July 26, 2018 the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for August 21, 2018.



Legend

- Site
- Street
- Parcels
- Buildings
- Zoning

Water Features

Site Information

0907M-01-004.001, 0907M-01-004.044, 0907M-01-004.002, 0907M-01-004.045, 0907M-01-004.003, 0907M-01-004.046, 0907M-01-004.004, 0907M-01-004.047, 0907M-01-004.005, 0907M-01-004.048, 0907M-01-004.018, 0907M-01-004.049, 0907M-01-004.024, 0907M-01-004.050, 0907M-01-004.025, 0907M-01-004.051, 0907M-01-004.026, 0907M-01-004.052, 0907M-01-004.027, 0907M-01-004.053, 0907M-01-004.028, 0907M-01-004.029, 0907M-01-004.054, 0907M-01-004.060, 0907M-01-004.031, 0907M-01-004.032, 0907M-01-004.034, 0907M-01-004.035, 0907M-01-004.055, 0907M-01-004.036, 0907M-01-004.037, 0907M-01-004.056, 0907M-01-004.061, 0907M-01-004.040, 0907M-01-004.057, 0907M-01-004.041, 0907M-01-004.058, 0907M-01-004.042, 0907M-01-004.059
Zoning: R-2 (Single family)
Size: 8.6 acres
Flood: X



Yards

1 inch = 200 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 or implied.

Technical Report

FINAL PLAT

GENERAL INFORMATION

Case File Number: 1807PC079

Hearing Date: July 26, 2018

Current Zoning/Use: R-2 (Single Family) / Subdivision Infrastructure

Legal: Robert Heinrich, agent for Blessed Investment Team, LLC, property owner,

request a final plat (a re-plat of lots 1-5, 18, 24-29, 31-32, 34-37, & 40-42) of Tracewood Subdivision of 32 lots on parcels 0907M-01-004.001, 0907M-01-004.044, 0907M-01-004.002, 0907M-01-004.045, 0907M-01-004.003, 0907M-01-004.046, 0907M-01-004.004, 0907M-01-004.047, 0907M-01-004.005, 0907M-01-004.048, 0907M-01-004.018, 0907M-01-004.049, 0907M-01-004.024, 0907M-01-004.050, 0907M-01-004.025, 0907M-01-004.051, 0907M-01-004.026, 0907M-01-004.052, 0907M-01-004.027, 0907M-01-004.053, 0907M-01-004.028, 0907M-01-004.029, 0907M-01-004.054, 0907M-01-004.060, 0907M-01-004.031, 0907M-01-004.032, 0907M-01-004.034, 0907M-01-004.035, 0907M-01-004.055, 0907M-01-004.036, 0907M-01-004.037, 0907M-01-004.056, 0907M-01-004.061, 0907M-01-004.040, 0907M-01-004.057, 0907M-01-004.041, 0907M-01-004.042, and 0907M-01-004.059, zoned R-2 (Single-family): adjacent to O'Neal Road, south of Malley Drive, east of Williams Road, west of Holliman Road, Ward 6.

TECHNICAL DETAILS

The applicant is requesting final approval of a 32-lot subdivision, The Tracewood Subdivision, has been before you in the past on three other occasions. The subdivision was originally platted as a "Duplex" development. However, when the economic downfall hit in 2007, the owner/builder was only able to build 12 units. Within the same year, the owner decided to re-plat the subdivision again to a single family residential subdivision and was not able to receive financing and the project sat until 2011.

In 2011, the owner filed an application to request a "zero lot line" residential subdivision on the remaining lots. The request was approved, however for whatever reason, the project was not built out. The property was recently purchased by (Blessed Investments Team, LLC). The applicant would like to keep the lots as a zero lot line subdivision, however, they would like to make the lots wider. The submitted plat shows the locations of the original lot lines and where the new lot lines will be located.

Technical Report

FINAL PLAT

DEPARTMENTAL CONDITIONS

Engineering:

Conditions. Memo dated July 12, 2018.

- Water and sewer services for each lot must be coordinated with public works.
- No existing easements or row is to be relocated with this final plat.

Public Works:

Conditions. See Engineering comments. Memo dated July 12, 2018.

Traffic and Safety:

No conditions. Memo dated July 12, 2018.

Building Code Services:

Must meet current Building Codes and City of Gulfport Ordinances. Any changes from the general plan shall go through required approval process. Memo dated July 3, 2018.

Police Department:

No conditions. Memo dated July 11, 2018.

Fire Department:

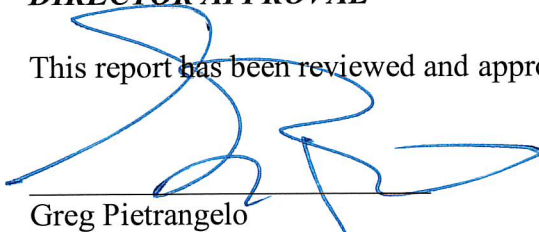
No comments as of July 19, 2018.

G.I.S:

No conditions. Memo dated July 18, 2018.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department



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

APPLICATION FOR ~~RESUBDIVISION~~

FINAL PLAT Property Information

TAX PARCEL #

 -

 -

 ●

 ●

 ●

For Staff Use Only

Case File #: 1807PC079

Date Received: 6-6-18

Receipt #: _____

Received By:

Zoning: R-2

Ward: 6 Flood: X

Size: 32 parcels

(If necessary, use separate sheet of paper)

Address of Property Involved: See attached plat

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

General Location: _____

GENERAL DESCRIPTION OF REQUEST:

Amended final plat of Tracewood Subdivision for larger residential lots. 32-lots

OWNERSHIP AND CERTIFICATION:

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

OWNER

AGENT

Blessed Investment Team, LLC

Printed Name Of Owner

P.O. Box 2353

Mailing Address

Gulfport	MS	39505
----------	----	-------

City	State	Zip code
------	-------	----------

228-860-2203

Home Phone _____ Work/Cell Phone _____

wcbuildersms@gmail.com

Email

Signature Of Owner

Robert Heinrich w/ Heinrich & Associates, LLC

Printed Name Of Agent

370 Courthouse Rd., Ste. 104

Mailing Address

Gulfport MS 39507

City	State	Zip code
------	-------	----------

228-896-6768

Home Phone Work/Cell Phone

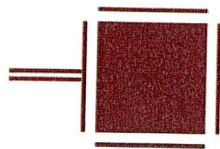
bobby.h@heinrichassociates.net

Email

Signature of Agent

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

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



HEINRICH & ASSOCIATES

RESIDENTIAL & COMMERCIAL DESIGN

June 20, 2018

City of Gulfport – Planning Department
2410 14th Street
Gulfport, MS 39501

RE: Re-plat of Tracewood Subdivision
Located off Oneal Rd.
Gulfport, Mississippi

To Whom It May Concern:

The above referenced property has been before you in the past on three other occasions. The subdivision was originally platted as a “Duplex” development. However, when the economic downfall hit back in 2007, the owner/builder was only able to build 12 units. Within the same year, the owner/builder decided to re-plat the subdivision again to a single family residential subdivision and wasn’t able to receive financing and the project sat until 2011.

In 2011, the owner/builder filed an application to request a “zero lot line” residential subdivision on the remaining lots. The request was approved, however for whatever reason, he did not build out the project and the project died.

Not long afterwards, the bank repossessed the remaining lots and was placed on the market to sell. The banked owned property sold this year to Blessed Investments Team, LLC.

When the building plans were submitted to the City for permitting, it was discovered that some items needed to be fixed or replaced within the subdivision; such as water meter boxes, sewer clean outs, and cleaning the dirt out of storm drains. The new owners agreed to do the repairs and the City accepted the subdivision. A few months ago, the new owner/builder broke ground and has completed four new homes. The homes average around 1,450 square feet.

The request is to re-plat the subdivision again to actually make the lots wider. The submitted plat shows the locations of the original lot lines and where the new lot lines will be located. For instance, there were originally 11 lots on the west side of Tracewood Dr. Now there will be 9 lots. The same will be done on the east side as well as up to the north.

If you have any questions or need any additional information, please do not hesitate to call.

Sincerely,

HEINRICH & ASSOCIATES, LLC

Robert B. Heinrich

Tracewood Subdivision

Amended Final Plat – Re-Plat of Lots 1-5, 18-, 24-29, 31-32, 34-37 & 40-42

Parcel Numbers:

0907M-01-004.001
0907M-01-004.044
0907M-01-004.002
0907M-01-004.045
0907M-01-004.003
0907M-01-004.046
0907M-01-004.004
0907M-01-004.047
0907M-01-004.005
0907M-01-004.048
0907M-01-004.018
0907M-01-004.049
0907M-01-004.024
0907M-01-004.050
0907M-01-004.025
0907M-01-004.051
0907M-01-004.026
0907M-01-004.052
0907M-01-004.027
0907M-01-004.053
0907M-01-004.028
0907M-01-004.029
0907M-01-004.054
0907M-01-004.060
0907M-01-004.031
0907M-01-004.032
0907M-01-004.034
0907M-01-004.035
0907M-01-004.055
0907M-01-004.036
0907M-01-004.037
0907M-01-004.056
0907M-01-004.061
0907M-01-004.040
0907M-01-004.057
0907M-01-004.041
0907M-01-004.058
0907M-01-004.042
0907M-01-004.059

Blessed Investment Team, LLC
P.O. Box 2353
Gulfport, MS 39505

June 4, 2018

City of Gulfport
Urban Development – Planning Division
1410 24th Ave., Hardy Building
Gulfport, MS 39501

RE: **Agent Letter**

To Whom It May Concern:

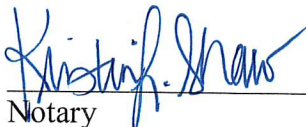
Please allow this letter to serve as official notice that **Robert Heinrich** of **Heinrich & Associates, LLC**, is authorized to act as agent on behalf of **Wayne Carr and The Blessed Investment Team, LLC** in any Planning Commission or City Council matters.

If you have any questions, please call me at 860-2203.

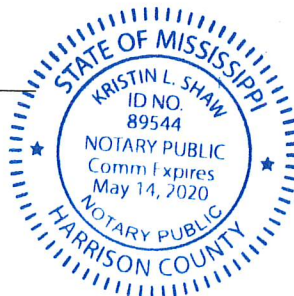
Sincerely,



Wayne Carr



Notary



Blessed Investment Team, LLC
P.O. Box 2353
Gulfport, MS 39505

June 4, 2018

City of Gulfport
Urban Development – Planning Division
1410 24th Ave., Hardy Building
Gulfport, MS 39501

RE: Tracewood Subdivision
Gulfport, Mississippi

To Whom It May Concern:

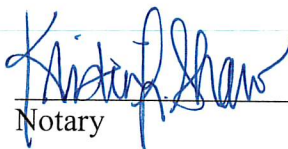
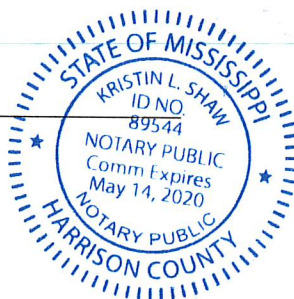
To my knowledge, there are no restrictive covenants on the above referenced property that would prohibit it from being resubdivided.

If you have any questions, please call me at 228-860-2203.

Sincerely,



Wayne Carr
Blessed Investment Team, LLC


Notary

RESOLUTION OF BLESSED INVESTMENTS TEAM, LLC

The undersigned, HORSE GATE, LLC and W C BUILDERS, LLC, are the only Members of BLESSED INVESTMENTS TEAM, LLC, a Mississippi Limited Liability Company, and submit this Resolution in accordance with the laws and the bylaws of the Company:

WHEREAS, the Company desires to transact business and execute the following documents: (1) Application for Resubdivision and (2) Agent Letter for Heinrich & Associates, LLC, in regard to the real property recognized as Tracewood Subdivision, and

WHEREAS, the Company may act by and through its' undersigned Members, HORSE GATE, LLC and W C BUILDERS, LLC, for the above action; and

WHEREAS, the said undersigned Members have agreed that N. W. Carr, shall have the authority to execute closing documents as Agent of BLESSED INVESTMENTS TEAM, LLC, as is necessary to transact business on behalf of BLESSED INVESTMENTS TEAM, LLC, so to conclude the above mentioned actions, and that same shall be binding on said BLESSED INVESTMENTS TEAM, LLC.

WHEREAS, the Company has adopted this written resolution;

NOW THEREFORE BE IT RESOLVED, that N. W. Carr, as Agent of BLESSED INVESTMENTS TEAM, LLC, is hereby authorized to execute (1) Application for Resubdivision and (2) Agent Letter for Heinrich & Associates, LLC, in regard to the real property recognized as, Tracewood Subdivision.

IN WITNESS WHEREOF, the undersigned have caused this authorization by the Company to be included in its minutes as duly executed on the date set forth herein after being so duly authorized.

AGREED TO by the Sole Member, this the 13 day of June, 2018.

BLESSED INVESTMENTS TEAM, LLC

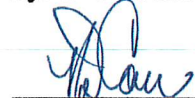
By: HORSE GATE, LLC, Member



By: GREG D. WILLIAMS, Member

BLESSED INVESTMENTS TEAM, LLC

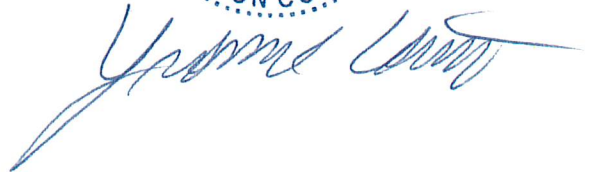
By: W C BUILDERS, LLC, Member



By: N. W. Carr, Member



By: Vicky C. Carr, Member



MEMORANDUM

TO: Greg Holmes, Deputy Planning Administrator

FROM: Anita Petty

DATE: February 28, 2011

RE: **TRACEWOOD SUBDIVISION - Final Plat (A Re-plat of Tracewood Subdivision): Case File Number: 1012PC160** - Robert Heinrich/Heinrich & Associates, LLC, agent for Imperial Developments Tracewood, LLC, property owner, requests a final plat (a re-plat of lots 1-5, 18, 24-29, 31-32, 34-37 & 40-42) of Tracewood Subdivision, zoned R-1-10 (pending City Council approval for rezoning to R-2). (Located north of and adjacent O'Neal Road, east of Williams Road, west of and adjacent to Holliman Road,) Ward 6.

The subject property received City Council approval to rezone from R-1-15 to R-1-10 on August 2, 2005 (Case # 506PC104).

The applicants filed a General Plan application for a 45-lot residential subdivision, zoned R-1-10, to be located north of and adjacent to O'Neal Road. The general plan was approved by the Planning Commission on September 29, 2006 (Case #0609PC211).

A final plat application was filed for the 45- lot residential subdivision (Case #0704PC075), zoned R-1-10, and approved by the City Council on August 21, 2007. The final plat was recorded October 9, 2007.

November 6, 2007 City Council approved a zoning text amendment to eliminate two-family dwellings from the R-1-10 zoning district, to become effective on December 6, 2007.

A revised final plat was recorded on December 14, 2007, re-platting the subdivision to a 42-lot residential subdivision to allow for construction of duplexes in the subdivision.

Due to lack of development in the subdivision, the applicants requested approval to rezone 39 of the 42 lots within the subdivision from R-1-10 to R-2. The City Council approved the rezoning on December 7, 2010 (Case #1006PC084). The rezoning to R-2 would allow zero-lot development by right. The remaining three lots stayed at R-1-10 zoning.

In December 2010, the applicants filed a final plat application (a re-plat of 21 lots to allow for zero lot-line development). The City Council approved the final plat (re-plat of 21 lots) on February 8, 2011 (Case #1012PC160). The final plats are currently being prepared for recordation.

Thomas S. Lane

From: Thomas S. Lane
Sent: Thursday, June 7, 2018 3:02 PM
To: bobby.h@heinrichassociates.net
Cc: 'Thomas.Lane.GPT@gmail.com'
Subject: FW: Planning and Zoning Case Receipts

Good Afternoon Bobby,

This email is concerning two items: the Blessed Operational Agreement and the parcel list. The op agreement, states Laura Paulk as the registered agent, and Mr. Carr is only a single member of one of two parent LLCs. Therefore, we require a notarized letter from both members stating that Wayne Carr is sole member of WC Builders LLC and Greg Williams is sole member of Horse Gate LLC then that Wayne Carr is allowed to sign the re-plat application for replat of Tracewood Subdivision for the Blessed LLC. If they are not sole members of the respective LLCs, then we need notarized resolutions from each of the three LLC with statement arriving to the same effect. If you would like to talk about it for better understanding, feel free to call me. Otherwise , we still require the list of current parcels involved in the re-plat.

Sincerely,

Thomas S. Lane

Planner II & E911 Coordinator

Department of Urban Development

The City of Gulfport

Phone: 228-868-5710 x6581

Fax: 228-868-5708

Email: tslane@gulfport-ms.gov

Website: <http://www.gulfport-ms.gov/planning.shtml>

Mailing: P.O. Box 1780, Gulfport, MS 39502

Location: 1410 24th Ave, Gulfport, MS 39501; First Floor

Coordinates: 89°5'28.528"W 30°22'7.315"N

Avg. Availability: 8:00 A.M. to 12:30 P.M. and 1:30 P.M. to 5:00 P.M. CST



From: Thomas S. Lane
Sent: Wednesday, June 6, 2018 3:26 PM
To: bobby.h@heinrichassociates.net
Cc: 'Thomas.Lane.GPT@gmail.com' <Thomas.Lane.GPT@gmail.com>
Subject: Planning and Zoning Case Receipts

Good Afternoon Bobby,

Please see the attached for the requests for the cases you requested. If I can be of further assistance, please feel free to contact me.

Sincerely,

Thomas S. Lane
Planner II & E911 Coordinator
Department of Urban Development
The City of Gulfport
Phone: 228-868-5710 x6581
Fax: 228-868-5708
Email: tslane@gulfport-ms.gov
Website: <http://www.gulfport-ms.gov/planning.shtml>
Mailing: P.O. Box 1780, Gulfport, MS 39502
Location: 1410 24th Ave, Gulfport, MS 39501; First Floor
Coordinates: 89°5'28.528"W 30°22'7.315"N
Avg. Availability: 8:00 A.M. to 12:30 P.M. and 1:30 P.M. to 5:00 P.M. CST



AMENDED FINAL PLAT, (A RE-PLAT of LOTS 1-5, 18, 24-29,
31-32, 34-37, & 40-42), TRACEWOOD SUBDIVISION

BEING A RE-PLAT OF LOTS IN TRACEWOOD SUBDIVISION LOCATED IN THE
SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 6 SOUTH,
RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI.

SHEET 1 OF 2

NOW OR FORMERLY
TAX PARCEL
0907M-01-003.000

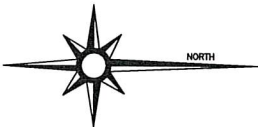
1/2" IRF
N: 354579.25
E: 91217.49

LEGEND

- 21 EXISTING LOT NUMBER
RE-PLATTED LOT NUMBER
ZERO LOT LINE

NOTES:

- SUBJECT PROPERTIES LIE IN ZONE "X" ON THE DIRM MAPS 28047C 025H & 28047C 0260H EFFECTIVE 12/21/2017.
- TOTAL NUMBER OF LOTS=30
- TOTAL AREA=8.61 ACRES (INCLUDING EASEMENTS)
- CLASS "B" SURVEY, MINIMUM STANDARDS FOR LAND SURVEYING IN THE STATE OF MISSISSIPPI.
- LOTS "C1" & "C2" SHALL BE NON-BUILDABLE LOTS, USED FOR A COMMON AREA/ PARK, AND SHALL BE OWNED AND MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION.
- ALL LOTS ARE SUBJECT TO A 5.0' WALL MAINTENANCE EASEMENT.



STATE PLANE GRID
NORTH (AS EAST) BY
GPS OBSERVATION

SETBACKS	
FRONT YARD	25 FT
REAR YARD	8 FT
SIDE YARD (INTERIOR)	0 FT
SIDE YARD (EXTERIOR)	14 FT
SIDE YARD (ABUTTING NON ZERO LOT)	14 FT

REFERENCES
THE RECORDED RE-PLAT OF
TRACEWOOD SUBDIVISION IN
PLAT BOOK 50 ON PAGE 15
OF THE LAND RECORDS OF
THE FIRST JUDICIAL DISTRICT
OF HARRISON COUNTY, CITY
OF GULFPORT, MISSISSIPPI

ABBREVIATION LEGEND:

(APR) = DEED DIMENSION
(APS) = ACTUAL SURVEY
C/L = CENTERLINE ROAD
P.O.B = POINT OF BEGINNING
P.O.C = POINT OF COMMENCEMENT
R.O.W. = RIGHT-OF-WAY

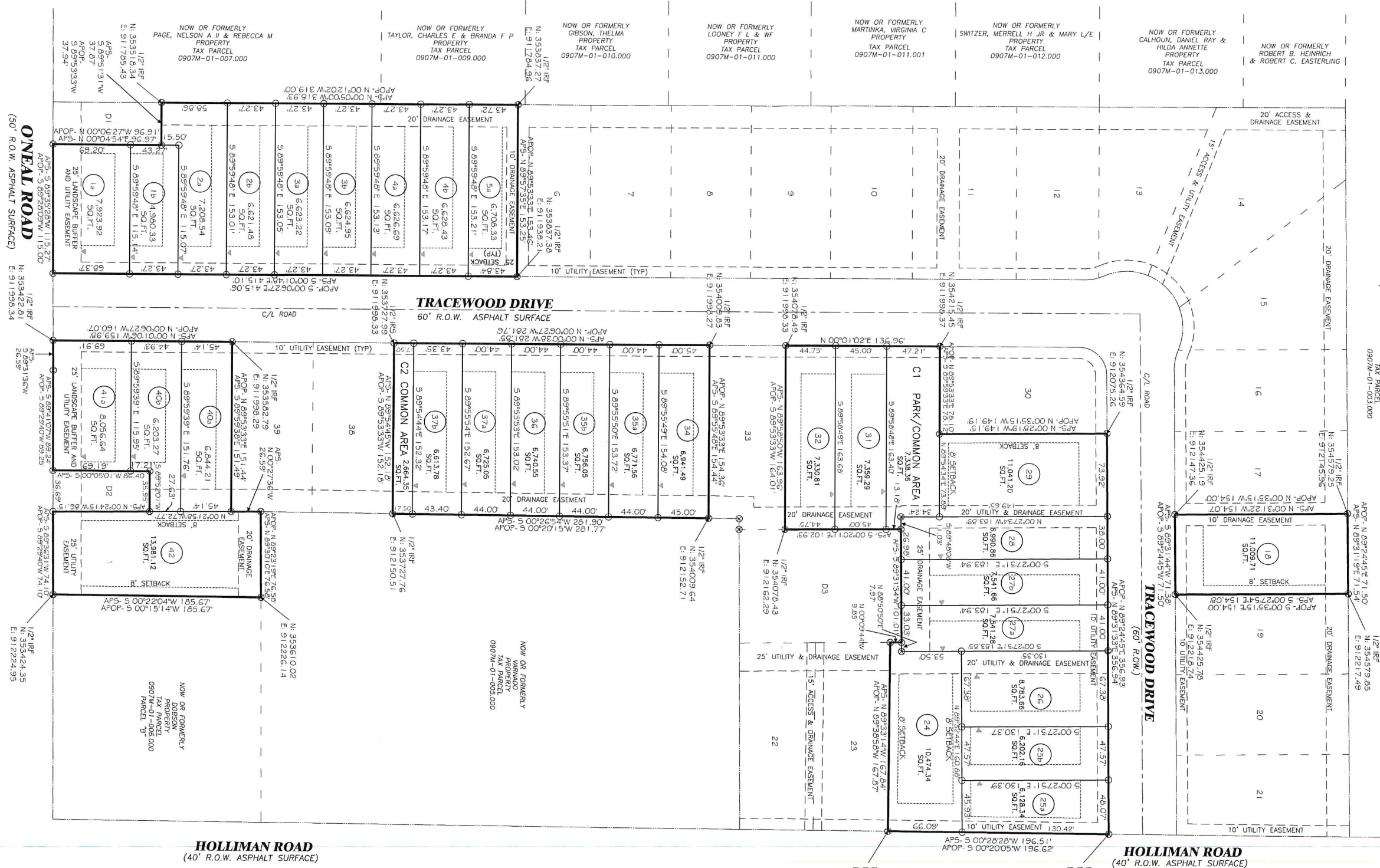
SURVEY LEGEND:

IRON ROD FOUND
IRON PIPE FOUND
IRON ROD SET
SPIKE FOUND
SPIKE SET
CONCRETE MONUMENT FOUND
CONCRETE MONUMENT SET
LIGHTHARD KNOT FOUND
AS PER SURVEY
AS PER RECORD
AS PER ORIGINAL
PLAT OF TRACEWOOD SUBD.
IRON ROD FOUND
IRON ROD SET

GRAPHIC SCALE



CROSBY SURVEYING
PROFESSIONAL LAND SURVEYING
716 LIVE OAK DRIVE
BLOOMINGDALE, MISSISSIPPI 39312
PHONE: 228-394-1649
FAX: 228-394-1642
EMAIL: daniel@crobsysurveying.com
DRAWING NUMBER: 11022.DWG



AMENDED FINAL PLAT, (A RE-PLAT of LOTS 1-5, 18, 24-29,
31-32, 34-37, & 40-42), TRACEWOOD SUBDIVISION

BEING A RE-PLAT OF LOTS IN TRACEWOOD SUBDIVISION LOCATED IN THE
SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 6 SOUTH,
RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI.

SHEET 2 OF 2

LEGAL DESCRIPTION

LOTS 1 THROUGH 5, LOT 18, LOTS 24 THROUGH 29, LOTS 31 THROUGH 32, LOTS 34 THROUGH 37, AND LOTS 40 THROUGH 42, ALL IN TRACEWOOD SUBDIVISION, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI.

OWNERS DEDICATION

THIS IS TO CERTIFY THAT BLESSED INVESTMENT TEAM, LLC, A CORPORATION AUTHORIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MISSISSIPPI, IS THE OWNER OF RECORD OF THE LAND PLATTED AND DESCRIBED THEREON, AND HEREBY DECLARES THIS TO BE THE OFFICIAL AMENDED FINAL PLAT. (A RE-PLAT OF LOTS 1-5, 18, 24-29, 31-32, 34-37, & 40-42), TRACEWOOD SUBDIVISION, AND SAID OWNER FURTHER CERTIFIES THAT ALL STATE, COUNTY, AND/OR SCHOOL TAXES OR OTHER ASSESSMENTS FOR THE YEAR HEREIN MENTIONED HAVE BEEN PAID, ALL EASEMENTS, AS SHOWN ON THIS PLAT, UNTO THE CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI.

WITNESS MY SIGNATURE ON THIS ____ DAY OF _____, 2018.

BLESSED INVESTMENT TEAM, LLC
WAYNE CARR, MEMBER

ACKNOWLEDGMENT
STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE AFORESAID JURISDICTION, THE WITHIN NAMED WAYNE CARR FOR BLESSED INVESTMENT TEAM, LLC, WHO ACKNOWLEDGED TO ME THAT HE SIGNED, SEALED, EXECUTED, AND DELIVERED THE ABOVE AND FOREGOING INSTRUMENT ON THE DAY AND IN THE YEAR THEREIN MENTIONED AS HIS VOLUNTARY ACT AND DEED.

GIVEN UNDER MY HAND AND OFFICIAL SEAL ON THIS ____ DAY OF _____, 2018.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

SURVEYORS CERTIFICATE

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

WITNESS MY SIGNATURE ON THIS ____ DAY OF _____, 2018.

CLIFFORD A. CROSBY, P.L.S. NO. 02539

LEGEND	
21	EXISTING LOT NUMBER
	RE-PLATTED LOT NUMBER
	ZERO LOT LINE

- NOTES:
- 1) SUBJECT PROPERTIES LIE IN ZONE "X" ON THE DRAIN MAPS 28047C 023SH & 28047C 0208H EFFECTIVE 12/21/2017.
 - 2) TOTAL NUMBER OF LOTS=50
 - 3) TOTAL ACRES=8.81 ACRES (INCLUDING EASEMENTS)
 - 4) CLASS "C1" SURVEY, MINIMUM STANDARDS FOR LAND SURVEYING IN THE STATE OF MISSISSIPPI.
 - 5) LOTS "C1" & "C2" SHALL BE NON-BUILDABLE LOTS, USED FOR A COMMON AREA/ PARK, AND SHALL BE OWNED AND MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION.
 - 6) ALL LOTS ARE SUBJECT TO A 5.0' WALL MAINTENANCE EASEMENT.

REFERENCES
THE RECORDED RE-PLAT OF
TRACEWOOD SUBDIVISION IN
PLAT BOOK 50 ON PAGE 15
OF THE LAND RECORDS OF
THE FIRST JUDICIAL DISTRICT
OF HARRISON COUNTY, CITY
OF GULFPORT, MISSISSIPPI

CITY ENGINEER'S CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ALL IMPROVEMENTS HAVE BEEN INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF GULFPORT SUBDIVISION REGULATIONS AND WITH THE ACTION OF THE PLANNING COMMISSION IN GIVING TENTATIVE APPROVAL OF THE GENERAL SUBDIVISION PLAT. FINAL APPROVAL OF PLAT BY THE CITY ENGINEER IS HEREBY GIVEN ON THIS ____ DAY OF _____, 2018.

GULFPORT CITY ENGINEER _____ DATED _____

PLANNING COMMISSION APPROVAL

FINAL APPROVAL OF THIS PLAT BY THE GULFPORT PLANNING COMMISSION.

BY: _____ TITLE: _____ DATE: _____

CERTIFICATE OF COMPARISON

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE HAVE COMPARED THIS AMENDED FINAL PLAT (A RE-PLAT OF LOTS 1-5, 18, 24-29, 31-32, 34-37, & 40-42), TRACEWOOD SUBDIVISION, WITH THE _____ PLAT THEREOF AND FIND THE SAME TO BE AN EXACT COPY THEREFORE.

CHANCERY CLERK _____

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

CITY OF GULFPORT

STATE OF MISSISSIPPI
COUNTY OF HARRISON

APPROVAL AND ACCEPTANCE OF THIS AMENDED FINAL PLAT. (A RE-PLAT OF LOTS 1-5, 18, 24-29, 31-32, 34-37, & 40-42), TRACEWOOD SUBDIVISION, FOR RECORDING BY ORDER OF MAYOR AND COMMISSIONERS OF THE CITY OF GULFPORT, MISSISSIPPI, MINUTE BOOK _____, ON PAGE _____, ON THIS ____ DAY OF _____, 2018.

GULFPORT MAYOR _____ GULFPORT CITY CLERK _____

CITY COUNCIL PRESIDENT _____

RECORDING CERTIFICATE

FILED AND RECORDED IN DUPLICATE IN THE RECORD OF PLATS OF HARRISON COUNTY, MISSISSIPPI, IN PLAT BOOK _____, ON PAGE _____, ON THIS ____ DAY OF _____, 2018.

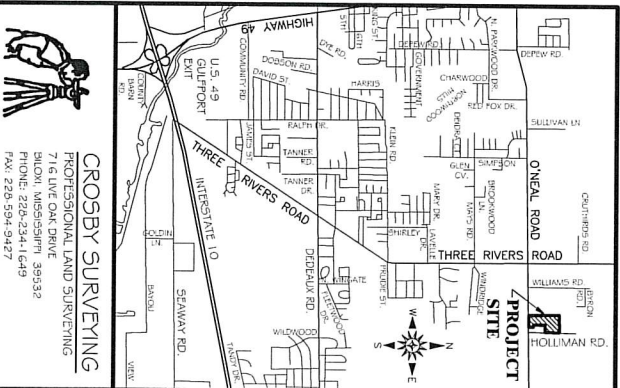
CHANCERY CLERK _____

BY: _____ D.C.

SETBACKS	
FRONT YARD	25 FT
REAR YARD	8 FT
SIDE YARD (INTERIOR)	0 FT
SIDE YARD (EXTERIOR)	14 FT
SIDE YARD (ABUTTING NON ZERO LOT)	14 FT

NOTES:

- 1.) FIELD SURVEY PERFORMED WITH A COMBINATION OF TOPCON GR3 GPS RECEIVER AND TOPCON GPT-9005A ROBOTIC TOTAL STATION.
- 2.) STATE PLATE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY GPS OBSERVATION UTILIZING THE EARL DUDLEY, INC. RIK NETWORK, AND ARE BASED ON NAD 83 (2011 NAD 83).
- 3.) 1/2" IRON RODS FOUND WITH PLASTIC CAPS OR 1/2" IRON RODS SET AT ALL LOT CORNERS OF NEW LOTS SHOWN HEREON.
- 4.) THIS SURVEY HAS BEEN PREPARED BY INFORMATION PROVIDED BY CLIENT AND LIMITED RESEARCH IN COURTHOUSE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT. THIS SURVEY MAY NOT SHOW ALL EASEMENTS AND OTHER RESTRICTIONS OF RECORD. SURVEYOR WILL BE MADE AVAILABLE TO ADD SUCH FEATURES TO THIS SURVEY IF A CURRENT TITLE REPORT OR ABSTRACT OF TITLE IS PROVIDED TO HIM BY PROPER AUTHORITY.
- 5.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING @ 1-800-227-6477.
- 6.) DATES OF FIELD SURVEY: 6/6/2018.





URBAN DEVELOPMENT
PLANNING DIVISION

July 6, 2018

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

Blessed Investment Team, LLC
PO Box 2353
Gulfport, MS 39505

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

RE: Final Plat 1807PC079: Robert Heinrich, agent for Blessed Investment Team, LLC, property owner, request a final plat (a re-plat of lots 1-5, 18, 24-29, 31-32, 34-37, & 40-42) of Tracewood Subdivision of 32 lots on parcels 0907M-01-004.001, 0907M-01-004.044, 0907M-01-004.002, 0907M-01-004.045, 0907M-01-004.003, 0907M-01-004.046, 0907M-01-004.004, 0907M-01-004.047, 0907M-01-004.005, 0907M-01-004.048, 0907M-01-004.018, 0907M-01-004.049, 0907M-01-004.024, 0907M-01-004.050, 0907M-01-004.025, 0907M-01-004.051, 0907M-01-004.026, 0907M-01-004.052, 0907M-01-004.027, 0907M-01-004.053, 0907M-01-004.028, 0907M-01-004.029, 0907M-01-004.054, 0907M-01-004.060, 0907M-01-004.031, 0907M-01-004.032, 0907M-01-004.034, 0907M-01-004.035, 0907M-01-004.055, 0907M-01-004.036, 0907M-01-004.037, 0907M-01-004.056, 0907M-01-004.061, 0907M-01-004.040, 0907M-01-004.057, 0907M-01-004.041, 0907M-01-004.058, 0907M-01-004.042, and 0907M-01-004.059, zoned R-2 (Single-family): located north of and adjacent to O'Neal Road, south of Malley Drive, east of Williams Road, west of Holliman Road, 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, July 26, 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

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

PARCEL_ID (079)	NAME	ADDRESS_1	CITY	STATE	ZIP
0907M-01-004.001	BLESSED INVESTMENT TEAM, LLC (Owner)	PO BOX 2353	GULFPORT	MS	39505
	ROBERT HEINRICH /HEINRICH & ASSOC. (Agent)	370 COURTHOUSE RD	GULFPORT	MS	39507
	Adjacent Property Owners				
0908D-01-005.000	JAMISON JOHN M -EST-	13309 ONEAL RD	GULFPORT	MS	39503
0907M-01-012.000	SWITZER MERRELL H JR & MARY -L/E-	13080 WILLIAMS RD	GULFPORT	MS	39503
0908D-01-002.000	DOBSON BERNICE / C/O LISA JONES	7190 GUSTINE ROAD	KILN	MS	39556
0907M-01-014.000	SEXTON TRAVIS A	13112 WILLIAMS RD	GULFPORT	MS	39503
0907M-01-010.000	GIBSON GEORGE ALLAN	13042 WILLIAMS RD	GULFPORT	MS	39503
0908D-01-003.000	FLOWERS KEVIN ET AL	12486 ROAD 237	GULFPORT	MS	39503
0908D-01-002.001	SPOONER JOHN J & BETTYE F	11 PROGRESS RD	BROOKLYN	MS	39425
0907M-01-008.000	CALHOUN BENNY R JR	13390 O'NEAL RD	GULFPORT	MS	39503
0908D-01-007.000	GOTTLICH HUGO G -EST-	13363 ONEAL RD	GULFPORT	MS	39503
0907M-01-013.000	CALHOUN DANIEL RAY	13096 WILLIAMS RD	GULFPORT	MS	39503
0908D-01-004.000	SPOONER JOHN J & BETTIE F	11 PROGRESS RD	BROOKLYN	MS	39425
0908D-01-001.000	PARKER PATRICIA & LOCKRIDGE J	104 WEST CHIPWOOD DR	GULFPORT	MS	39503
0908D-01-006.000	JAMISON JOHN M	14121 SOUTH SWAN RD	GULFPORT	MS	39503
0907M-01-011.001	HALL TODD C & JENNA L	13074 WILLIAMS RD	GULFPORT	MS	39503
0907M-01-011.000	LOONEY F L	13062 WILLIAMS RD	GULFPORT	MS	39503
0907M-01-004.007	ANANKA JOSEPH P & DWYER MAUREEN	10323 ECLIPSE LANE	GREAT FALLS	VA	22066
0907M-01-004.009	VOGT PETER A & WALTRAUD H -TRUSTEES	29256 KESTREL LANE	LAGUNA NIGUEL	CA	92677
0907M-01-004.023	GRESSETT HOLDINGS LLC	6528 EAST 101 ST STE D-1 #207	TULSA	OK	74133
0907M-01-004.030	EBERLE JOHN D & HEATHER A	2210 STONEGATE LANE	WHEATON	IL	60187
0907M-01-004.039	CDD PROPERTIES MS LLC	3869 SHERWOOD PLACE	SHERMAN OAKS	CA	91423
0907M-01-004.038	MARONEY TIMOTHY P & NOVAK DEBORAH G	1200 COUNTRY CLUB RD	GLADWYNE	PA	19035
0907M-01-004.012	CORMIER DENIS R REVOC LIVING TRUST	3960 WEST POINT LOMA BLVD H-188	SAN DIEGO	CA	92110
0907M-01-004.013	WILLIAMS DEBORAH	13103 TRACEWOOD DR APT A	GULFPORT	MS	39503
0907M-01-004.016	DEAN RICHARD A & JODY B	13631 IBBETSON AVENUE	BELLFLOWER	CA	90706
0908D-01-006.001	WILSON MICHAEL D	14121 S SWAN RD	GULFPORT	MS	39503
0907M-01-004.033	BOWERSOX PROPERTIES LLC	2004 EAST SHERIDAN BRIDGE LANE	OLATHE	KS	66062
0907M-01-004.019	WARREN PHILLIP M & DANETTE L	12316 HILL CREST DRIVE	PASCO	WA	99301
0908D-01-006.002	JAMISON RONNIE EARL	20546 JOHNSON RD	LONG BEACH	MS	39560
0907M-01-006.000	DOBSON BERNICE	7190 GUSTINE RD	KILN	MS	39556
0907M-01-004.010	TOLAR TERRY & EILERMAN JANET	2620 RUE PALAFOX	BILOXI	MS	39531

0907M-01-007.000	PAGE NELSON A II & REBECCA M	13360 ONEAL RD	GULFPORT	MS	39503
0907M-01-009.000	TAYLOR BRENDA FAYE PAGE	13034 WILLIAMS RD	GULFPORT	MS	39503
0907M-01-005.000	VARNADO LEMMIE MARIE	13039 HOLLIMAN RD	GULFPORT	MS	39503

1. CITY OF GULFPORT PLANNING COMMISSION

2

3 1807PC079

4

5 TRANSCRIPT OF HEARING

6 July 26, 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 26TH DAY OF JULY 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

16 KEITH WILLIAMS, President
17 VIRGINIA ADOLPH
18 WILLIAM "PRINCE" JONES
19 B.J. SELLERS
20 CHARLIE HEWES
21 JOHN ANTHONY
22 DOUG HANCOCK

20

STAFF PRESENT:

21

22 GREG HOLMES
SU-LIN BOLIN

MATILDA WELCH

23

24

25

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

1. 7. Final Plat 1807PC079
2. MS. WELCH: Final Plat Case Number 079 has
3. been duly and timely noticed as required by law. The
4. applicant requests a final plat of Tracewood
Subdivision, 32
5. lots, on parcels zoned R-2 single family, located
north of
6. and adjacent to O'Neal Road, south of Malley Drive,
east of
7. Williams Road, west of Holliman Road, in Ward 6. A
copy of
8. the packet considered is hereby offered to the
record.
9. MR. WILLIAMS: Thank you.
10. Mr. Heinrich, you want to talk on it?
11. MR. HEINRICH: Yes, sir.
12. Bobby Heinrich, 370 Courthouse Road in
13. Gulfport. Y'all may remember this subdivision a few
years
14. back. We subdivided into single family lots. That
person
15. tried, he to fool around, building a few houses, and
it
16. ended up going back to the bank. So it sat there
growing
17. weeds for a while.
18. And so Blessed Investments came and bought
19. the vacant lots. They've already built four homes
out

20. there, trying to finish out the subdivision. They agreed to
21. let the city to go in. There were a couple of existing
22. detention basins out there that were all grown up and
23. heavily weeds. You know, they went in there and cut and
24. mowed everything down. They cleaned the storm systems out.
25. There were some water meter boxes that were all busted up.

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

1. So anyway, they went out there and fixed all
2. that, got it all cleaned up, and was able to have the
city
3. accept the subdivision because the previous owner
never went
4. through the process to finalize that.
5. So anyway, it's all been done. And so what
6. we're basically doing is taking lots that were
already
7. there. They were a little bit smaller, so we took
out,
8. let's just say on the east side and the west side, we
took
9. out a lot and made the lots a little bit wider for a
little
10. bit bigger homes.
11. So we're asking for this final plat. And if
12. you have any questions for me, I'd be happy to answer
them.
13. MR. WILLIAMS: All right.
14. Commissioners, any questions right now?
15. Thank you, sir.
16. MR. HEINRICH: Thank you.
17. MR. WILLIAMS: Anyone else here to speak for
18. the request?
19. Anyone to speak against this request tonight?
20. MR. PAGE: I'm not speaking for it or against
21. it.

22. MR. WILLIAMS: You can have further comment.

23. That will be fine, too.

24. MR. PAGE: My name is Nelson Page. I live at

25. 13360 O'Neal Road, just west of the property that
we're

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

1. speaking about.
2. My only concern is that right now when people
3. walk to the store from there, they cut through my property.
4. And I would like to have a privacy fence put up the length
5. of my property dividing the property, if that would be all
6. right.
7. MR. WILLIAMS: Okay.
8. Putting a privacy fence up or whatever is not
9. something that this commission can authorize. But I will
10. ask Mr. Heinrich to come back up and address that if that's
11. all right.
12. MR. PAGE: Okay.
13. MR. WILLIAMS: Thank you, sir. Appreciate
14. it.
15. MR. HEINRICH: Bobby Heinrich, 370 Courthouse
16. Road in Gulfport.
17. The owner is a reputable owner here in
18. Gulfport. He built a bunch of houses. I'm almost certain
19. he will put those privacy fences up when he builds the
20. house.
21. MR. WILLIAMS: Good deal. Thank you, sir.

22. Appreciate it.

23. Anyone else here to speak against the

24. request?

25. Commissioners, you've heard the case. Any

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

1. questions, comments? Or a motion, please.
2. MR. HEWES: Just to clarify one thing, Mr.
3. Heinrich, on that last statement. You said if they
do put
4. up privacy fence, it will be on the owner's property,
not on
5. the neighboring property. So it wouldn't be on this
6. gentleman's --
7. MR. HEINRICH: It would be on --
8. MR. HEWES: It will be on the piece of
9. property that the house --
10. MR. HEINRICH: Yes.
11. MR. HEWES: I just wanted to clarify that.
12. Thank you.
13. MR. WILLIAMS: Any other questions,
14. comments, or a motion?
15. MR. SELLERS: Mr. Chairman, I move we approve
16. Final Plat 187PC079 case with any conditions.
17. MR. WILLIAMS: All right. Got a motion to
18. approve the case with conditions. Do I have a
second?
19. MS. ADOLPH: Second.
20. MR. WILLIAMS: Any further discussion? If
21. not, all those in favor signify by saying aye. Any
opposed?
22. All right. It's been passed. Thank you all
23. both for coming. Appreciate it.

24

25

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

1. BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2

3 1807PC079

4

5

6 COURT REPORTER'S CERTIFICATE

7

8 I, Norma Jean Ladner Soroe, Certified

Shorthand

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

skill and

10 ability I have reported the hearing held before the

City of

11 Gulfport Planning Commission and that the foregoing 5

pages

12 constitute a true and correct transcription of said

hearing

13 held on the 26th day of July 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 2nd day of

August

20 2018.

21

22

23

#1297

24

NORMA JEAN LADNER SOROE, CSR

Certified Shorthand Reporter

25

N.J. SOROE, CSR #1297

(228) 467-2199

SunHerald

AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification	PO	Amount	Cols	Depth
		LEGAL NOTICE PUBLIC HEARING In conformar				

Attention:

GULFPORT URBAN DEVELOPMENT
PO BOX 1780
GULFPORT, MS 39502

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, July 26, 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 1807PC070: Alvin Edward Moss and Tuyen T. Tran, property owners, request to divide two parcels 0811C-05-008.000 and 0811C-05-009.000 containing approx. .525 acres into two parcels zoned B-2 (General Business): located north of Pass Road, south of and adjacent to 28th Street, east of and adjacent to 28th Avenue, and west of 25th Avenue, Ward 3.

Resubdivision 1807PC071: Brian Carriere, agent for Floyd Gray, Jr., property owner, request to divide the 21,650 square-foot tax parcel 0711P-03-042.000 into seven new parcels zoned T4+ (General Urban Zone "Plus"): located north of and adjacent to W Beach Boulevard, south of Finley Street, east of 42nd Avenue, and west of and adjacent to 41st Avenue, in Ward 2.

Resubdivision 1807PC073: William Symmes, agent for Columbus Management LLC, property owner, requests to divide the tax parcels 1010K-04-006.000, 1010K-04-006.001, 1010K-04-010.000, 1010K-04-011.000, 1010K-04-017.000, 1010K-04-021.000, and 1010K-04-025.000 containing approx. 7 acres zoned T3 (Sub-urban zone), T4L (General Urban Zone "Limited"), and T4+ (General Urban Zone "Plus"): located north of North Street, south of 5th Street, east of and adjacent to 5th Street, and west of and adjacent to Cowan Road, in Ward 2.

Resubdivision 1807PC074: Josephine A. O'Neal and Theodore B. Autin, property owners, requests to divide the tax parcels 0910P-01-040.000 and 0910P-01-047.000 containing 1.21 acres zoned T3 (Suburban zone) and T4L (General Urban "Limited"): located north of and adjacent to Perry Street, south of and adjacent to Woodhaven Drive, east of Lopasser Avenue, and west of Tegarden Road, Ward 2.

Planning Commission Approval 1807PC075: Staci James Hensley and Mary James, property owners, request a photography business as a home occupation at 13333 Twin Dr. on the tax parcel 0807Q-01-13.001 zoned R-1-15 (Single-family): located north of Westin cove, south of Duckworth Road, east of Tara Hills Drive, and west of and adjacent to Twin Drive, in Ward 7.



STATE OF MISSISSIPPI COUNTY OF HARRISON

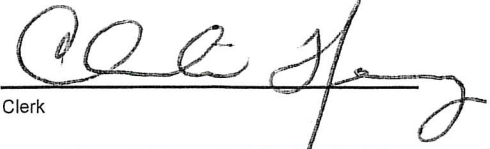
Before me, the undersigned Notary of Harrison County, Mississippi personally appeared CLAUDIA HENRY, who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a daily newspaper published in the city of Gulfport, in Harrison County, Mississippi and the publication of the notice, a copy of which is hereto attached, has been made in said paper in the issue(s) of:

1 Insertion(s)

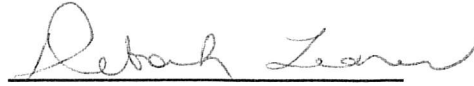
Published On:

July 11, 2018

Affidavit 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.


Clerk

Sown to and subscribed before me this
11th day of July in the year of 2018


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.

RESUBDIVISION 1807PC078:

Heinrich & Associates LLC., agent for John Hopkins, property owner, requests to divide the 38,528 square-foot tax parcel 0811H-02-046.000 into two parcels zoned R-1-7.5 (Single-family): located north of and adjacent to East Beach Boulevard, south of 2nd Street, east of Kelly Avenue, and west of Olive Avenue, in Ward 2. Final Plat 1807PC079; Robert Heinrich, agent for Blessed Investment Team, LLC, property owner, request a final plat (a re-plat of lots 1-5, 18, 24-29, 31-32, 34-37, & 40-42) of Tracewood Subdivision of 32 lots on parcels 0907M-01-004.001, 0907M-01-004.044, 0907M-01-004.002, 0907M-01-004.045, 0907M-01-004.003, 0907M-01-004.046, 0907M-01-004.004, 0907M-01-004.047, 0907M-01-004.005, 0907M-01-004.048, 0907M-01-004.018, 0907M-01-004.049, 0907M-01-004.024, 0907M-01-004.050, 0907M-01-004.025, 0907M-01-004.051, 0907M-01-004.026, 0907M-01-004.052, 0907M-01-004.027, 0907M-01-004.053, 0907M-01-004.028, 0907M-01-004.029, 0907M-01-004.054, 0907M-01-004.060, 0907M-01-004.031, 0907M-01-004.032, 0907M-01-004.034, 0907M-01-004.035, 0907M-01-004.055, 0907M-01-004.036, 0907M-01-004.037, 0907M-01-004.056, 0907M-01-004.061, 0907M-01-004.040, 0907M-01-004.057, 0907M-01-004.041, 0907M-01-004.058, 0907M-01-004.042, and 0907M-01-004.059, zoned R-2 (Single-family): located north of and adjacent to O'Neal Road, south of Malley Drive, east of Williams Road, west of Holliman Road, Ward 6.

Zoning Text Amendment 1808PC084:

The City of Gulfport requests amendments to the Comprehensive Zoning Ordinance, as amended, Section I. Definitions (B) Words and Phrases - Short Term Rental, and, to amend Section III. District Regulations (J) Chart of Permitted Uses (2) Schedule of uses - Residential: to add Short Term Rental.

General Plan 1705PC052:

Elliott Land Dev. LLC, property owner, requests approval for an 18-lot subdivision (Duckworth South) on the tax parcel 0807K-01-018.000 containing 9.7 acres zoned R-1-15 (Single Family): located north of O'Neal Road, south of and adjacent to Duckworth Road, east of Tara Hills Drive, and west of Aerie Road, in Ward 7. Final Plat 1803PC034; Elliott Homes, LLC, property owner, requests final plat approval for an 18-lot subdivision (Duckworth South) on the tax parcel 0807K-01-018.000 containing 9.7 acres zoned R-1-15 (Single Family): located north of O'Neal Road, south of and adjacent to Duckworth Road, east of Tara Hills Drive, and west of Aerie Road, in Ward 7. This the 5th day of July 2018

Keith Williams, Chairman

City of Gulfport Planning Commission
-0003749531



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Main Street

Date: 08/13/2018

Subject: Ordinance - to establish a Leisure and Recreation District within the Corporate Boundaries of the City of Gulfport, Mississippi, and designate the geographic areas included within and boundaries of said district; 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 Ordinance:

ORDINANCE NO. _____

AN ORDINANCE TO ESTABLISH A LEISURE AND RECREATION DISTRICT WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF GULFPORT, MISSISSIPPI, AND DESIGNATE THE GEOGRAPHIC AREAS INCLUDED WITHIN AND BOUNDARIES OF SAID DISTRICT; AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, Mississippi, is a duly organized and incorporated municipality pursuant to Section 21-8-1, et seq., of the Mississippi Code of 1972 (as amended); and

WHEREAS, during the 2016 Legislative Session, the Legislature of the State of Mississippi enacted House Bill 1223 which permits and authorizes certain municipalities in the State of Mississippi to establish "Leisure and Recreation Districts" and to designate the geographic areas included within and the boundaries of said districts; and

WHEREAS, the Governor signed House Bill 1223 into law, and the same was effective on and after July 1, 2016; and

WHEREAS, House Bill 1223 requires that an Ordinance which establishes a "Leisure and Recreation District" shall "include a detailed description of the area or areas within the district, the boundaries of the district and a georeferenced map of the district" as well as a description of the "manner in which the municipality will provide for adequate law enforcement and other public safety measures and services within the district" and

WHEREAS, municipalities which create "Leisure and Recreation Districts" authorize business entities that hold alcoholic beverage permits issued by the Department of Revenue and that are located within the boundaries of the "Leisure and Recreation District" to allow patrons to leave the licensed premises with an open container of alcohol and allow those patrons to carry and consume alcoholic beverages within a designated "Leisure and Recreation District"; and

WHEREAS, the governing authority of the City of Gulfport, Mississippi, has determined and hereby finds that the City of Gulfport, Mississippi, would benefit from the establishment of a "Leisure and Recreation District" within the City of Gulfport, generally in the Mississippi City area, by enhancing pedestrian-oriented areas; and

WHEREAS, the governing authority of the City of Gulfport, Mississippi, has further determined that establishment of a "Leisure and Recreation District" in the Mississippi City area would be in the best interests of the City of Gulfport; and

WHEREAS, nothing herein is intended to confer any rights or entitlement as the sale of alcohol within an area designated as a "Leisure and Recreation District" is a privilege and not a right and is subject at all times to reasonable regulation; and

WHEREAS, subject to the terms and limitations of House Bill 1223 (2016 Legislative Session) and this Ordinance, the City of Gulfport hereby establishes a "Leisure and Recreation District" in the Mississippi City area as more fully set forth herein.

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

SECTION 1. *Creation and establishment of district.* Under the authority granted in Section 1 of House Bill 1223 (2016 Legislative Session), there is hereby established a "Leisure and Recreation District" in the City of Gulfport within the geographic areas and within such boundaries as are set forth and designated herein and as represented on the geo-referenced Map which is attached hereto as Exhibit 1 and fully incorporated herein.

SECTION 2. *Name and boundaries of district.* The "Leisure and Recreation District" established herein shall be known as the "Mississippi City Social District" (hereinafter "the District") and shall have the following as its boundaries:

See Exhibit "A" hereto.

SECTION 3. *Outside Consumption of Alcoholic Beverages Permitted; Conditions.* Any on premise **retail** alcoholic beverage **permittee (hereinafter, "permittee")** located within the District shall comply with all laws, rules and regulations which govern its license type, except that a patron, guest or member of that licensee may remove an open container of alcoholic beverage and/or wine from the licensed premises and may possess and consume the alcoholic beverage and/or wine outside of the licensed premises anywhere within the boundaries of the District subject to the following regulations:

- A. A person may not enter a licensed premise with an alcoholic beverage, whether acquired at that licensed premises or elsewhere.
- B. A permittee located in the District shall allow alcoholic beverages to be removed from the licensed premises only in a paper or plastic cup, not larger than 16 fluid ounces in size, and no such alcoholic beverages shall be removed from the licensed premises in a can, bottle, glass container or other container, except as otherwise allowed by law.
- C. No permittee shall allow a patron, guest or member to exit its licensed premises with more than one open container of alcoholic beverages, and it shall be unlawful for any person to exit such licensed premises with more than one such open container.
- D. Permittees located in the District shall post, at all points of egress from the licensed premises, a map of the boundaries of the District in which it is located. The map shall be provided, either in electronic or paper form, to those permittees by the City upon request of the permittees.
- E. Nothing in this ordinance shall be construed to require a permittee located in the District to allow its patrons to remove alcoholic beverages and/or wine, in open containers, from the licensed premises.

SECTION 4. *Light wine and beer.* Within the boundaries of the District, the removal of light wine and beer in glass containers or bottles from the licensed premises of a permittee is strictly prohibited. However, a permittee may allow light wine and beer to be removed from the licensed premises in a paper or plastic cup, not larger than 16 fluid ounces in size.

SECTION 5. *Public safety measures.* Enforcement of the boundaries of the District shall be the responsibility of the Police Department. In addition, the Police and Fire Departments shall provide public safety services within the District in the same manner it provides those services in the remainder of the City.

SECTION 6. *Definition of alcoholic beverages.* For the purposes of this Ordinance, the term "alcoholic beverages" shall mean any alcoholic liquid, including wines of more than five percent (5%) of alcohol by weight, capable of being consumed as a beverage by a human being, but shall not include light wine and beer, as defined in Section 67-3-3, Mississippi Code of 1972, but shall include native wines.

SECTION 7. The City reserves the right to modify or repeal this Ordinance, and any district designation created hereunder, at any time, with or without notice.

SECTION 8. All ordinances or parts thereof in conflict with this ordinance are hereby declared to be inapplicable within the geographic boundaries of the "Leisure and Recreation District" created herein.

SECTION 9. Upon receiving unanimous vote of the members of the City Council, this ordinance shall be in full force and effect immediately, because it serves the public peace, health and safety of the citizens of Gulfport and will immediately encourage enhancement of the tourism industry in the City of Gulfport, which has been damaged by Hurricane Katrina and the Deepwater Horizon Oil Spill. It shall be published according to law, spread on the minutes of the Gulfport City Council, and the Council Clerk shall provide a certified copy of this Ordinance and other required documents to the Mississippi Department of Revenue upon its enactment.

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	<u>ABSENT</u>
-------------	-------------	----------------------

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

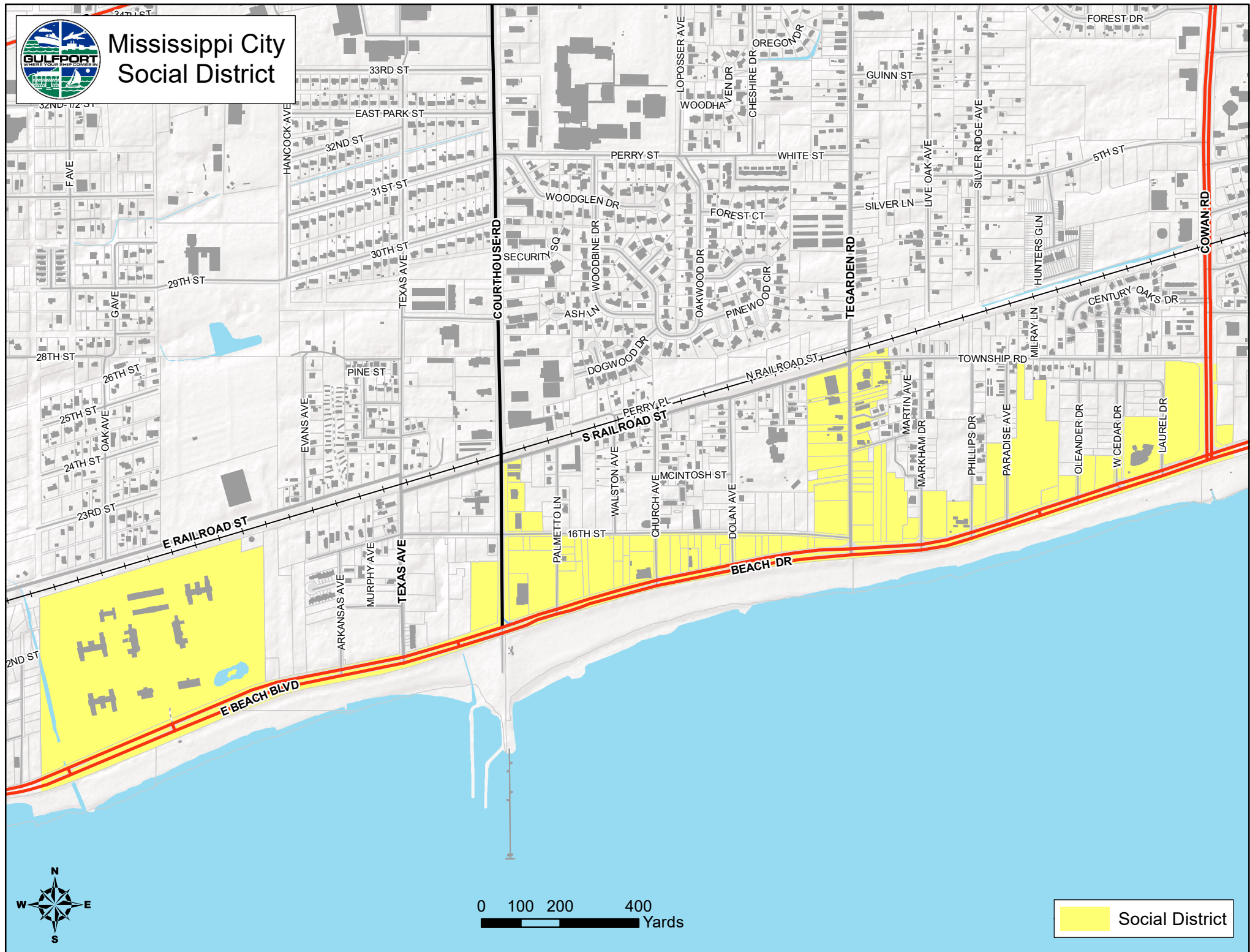
EXHIBIT A

GULFPORT SOCIAL DISTRICT

Beginning at the southeast corner of tax parcel 0911B-02-055.000;
Thence east along the south border of various tax parcels to the southwest corner of tax parcel 0911B-02-013.000;
Thence north to the northwest corner of tax parcel 0911B-02-013.000;
Thence east to the northeast corner of tax parcel 0911B-02-013.000;
Thence north to the northeast corner of tax parcel 0911B-02-013.002;
Thence east to the northwest corner of tax parcel 0911A-02-097.000;
Thence north to the northwest corner of tax parcel 0911A-02-091.000;
Thence east to the northeast corner of tax parcel 0911A-02-091.000;
Thence south to the southeast corner of tax parcel 0911A-02-091.00;
Thence west to the northeast corner of tax parcel 0911A-02-092.000;
Thence south to the southeast corner of tax parcel 0911A-02-092.000;
Thence east to the northeast corner of tax parcel 0911A-02-093.001;
Thence south to the southeast corner of tax parcel 0911A-02-093.001;
Thence east to the northeast corner of tax parcel 0911A-02-095.000;
Thence south to the southeast corner of tax parcel 0911A-02-095.000;
Thence east along the north boundary of the ROW for 16 th Street to the southwest corner tax parcel 0911A-02-010.000;
Thence north to the southeast corner of tax parcel 0911A-02-009.001;
Thence west to the southwest corner of tax parcel 0911A-02-009.001;
Thence north to the northwest corner of tax parcel 0911A-02-009.001;
Thence east to the southwest corner of tax parcel 0911A-02-008.000;
Thence north to the northwest corner of tax parcel 0911A-02-008.000;
Thence west to the southwest corner of tax parcel 0911A-02-006.000;
Thence north to the northwest corner of tax parcel 0911A-02-001.001;
Thence east along the north margin ROW of south Railroad Street to the northeast corner of tax parcel 1010M-03-036.000;
Thence south to the southeast corner of tax parcel 1011D-03-057.000;
Thence west to the northeast corner of tax parcel 1011D-03-059.000;
Thence south to the southeast corner of tax parcel 1011D-03-059.002;
Thence west to the northeast corner of tax parcel 1011D-03-063.000;
Thence south to the southeast corner of tax parcel 1011D-03-063.000;
Thence west to the northwest corner of tax parcel 1011D-03-61.000;
Thence south to the southwest corner of tax parcel 1011D-03-61.000;
Thence east to the northeast corner of tax parcel 1011D-03-063.000;
Thence south to the southeast corner of tax parcel 1011D-03-063.000;
Thence west to the northwest corner of tax parcel 1011D-03-063.001;
Thence south to the southwest corner of tax parcel 1011D-03-063.001;
Thence west to the northeast corner of tax parcel 1011D-03-047.000;
Thence south to the southeast corner of tax parcel 1011D-03-047.000;

Thence west along a diagonal line to the northeast corner of tax parcel 1011D-03-046.000;
Thence south to the southeast corner of tax parcel 1011D-03-046.000;
Thence east to the northeast corner of tax parcel 1011D-03-044.000;
Thence north to the northwest corner of tax parcel 1011D-03-038.000;
Thence east to the northeast corner of tax parcel 1011D-03-038.001;
Thence south to the northwest corner of tax parcel 1011D-03-036.000;
Thence west along the north property line of tax parcel 1011D-03-036 to the northwest corner of tax parcel 1011D-03-034.000;
Thence south to the northwest corner of tax parcel 1011D-03-035.000;
Thence east to the northeast corner of tax parcel 1011D-03-035.000;
Thence north to the northeast corner of tax parcel 1011D-03-034.000;
Thence east, across Markham Drive, to the northwest corner of Thence south to the northwest corner of tax parcel 1011D-03-008.000;
Thence east to the northeast corner of Thence south to the northwest corner of tax parcel 1011D-03-008.000;
Thence south to the northwest corner of tax parcel 1011D-03-006.001;
Thence north to a point due west of the northwest corner of tax parcel 1011D-03-004.001;
Thence east, across Phillips Drive, to the northeast corner of tax parcel 1011D-03-004.001;
Thence north to the northwest corner of tax parcel 1011D-03-003.000;
Thence east to the northeast corner of tax parcel 1011D-03-003.000;
Thence north to a point due west of the northwest corner of tax parcel 1011D-01-023.000;
Thence east, across Paradise Avenue, to the southeast corner of tax parcel 1011D-01-019.000;
Thence north to the northwest corner of tax parcel 1011D-02-023.000;
Thence around the northern perimeter of tax parcel 1011D-01-023.000 to the southeast corner of tax parcel 1011D-01-024.000;
Thence south to the northwest corner of tax parcel 1011D-01-031.000;
Thence east to the northeast corner of tax parcel 1011D-01-031.000;
Thence north to a point due west of the northwest corner of tax parcel 1011D-01-032.001;
Thence east to the northeast corner of tax parcel 1011D-01-032.000;
Thence north to a point due west of the northwest corner of tax parcel 1011D-01-048.000;
Thence east, across Laurel Drive, to a point due east of the northeast corner of tax parcel 1011D-01-048.000 and the west boundary of tax parcel 1011D-01-001.000;
Thence north to the northwest corner of tax parcel 1011D-01-001.000;
Thence east to the northeast corner of tax parcel 1011C-01-013.000;
Thence south to the northwest corner of tax parcel 1011C-01-012.001;
Thence east to the northeast corner of tax parcel 1011D-01-012.000;
Thence due south to a point on the south margin of the ROW for U.S. Highway 90;

Thence, along the south margin of the ROW for U.S. Highway 90 to a point due south of the southwest corner of tax parcel 0911B-02-055.000;
Thence north to the northwest corner of tax parcel 0911B-02-055.000;
Thence east along the northern boundary of tax parcel 0911B-02-055.000;
Thence south to the point of beginning.



**LIST OF KNOWN PERMIT HOLDERS IN THE
EAST GULFPORT SOCIAL DISTRICT (CITY OF GULFPORT)**

<u>DBA</u>	<u>ADDRESS</u>	<u>PERMIT HOLDER</u>
Orangutang's Daiquiris & Bar	226 Courthouse Road, Gulfport, MS 39507	John J. McCarthy
White Cap Seafood Restaurant	560 Beach Blvd, Gulfport, MS 39507	White Cap Seafood Restaurant, Inc.
El Aguila Restaurant	187 Tegarden Road, Gulfport, MS 39507	El Aguila, LLC
Skeeter's Bar & Grill	197 Tegarden Road, Gulfport, MS 39507	Skeeters, LLC
Orchid Indian Cuisine	162 Tegarden Road, Gulfport, MS 39507	SAI Kitchen, LLC
Boone Dox	820 Township Road, Gulfport, MS 39507	Boone Dox, LLC
Felix's Restaurant and Oyster Bar	942 Beach Boulevard, Gulfport, MS 39507	Alex Saybe



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Economic Development

Date: 08/08/2018

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 tracks extending from the western city boundary to the eastern city boundary of the newly constructed structure located at 611 Rich Avenue, Gulfport, Mississippi, in the First Judicial District of Harrison County, and identified as parcel number 0711N-04-068.000.

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 RICH AVENUE, GULFPORT, MISSISSIPPI, IN THE FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, AND IDENTIFIED AS PARCEL NUMBER 0711N-04-068.000

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, DONALD M. ROBERTS and DEBRA L. ROBERTS, owners of the property located at 611 RICH AVENUE, Gulfport, Mississippi, in the First Judicial District of Harrison County, and identified as Parcel Number 0711N-04-068.000, have completed the NEW CONSTRUCTION of a residence by and through Richmond Construction LLC, and have 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 611 RICH AVENUE, Gulfport, Mississippi, in the First Judicial District of Harrison County, and which property is identified as Parcel Number 0711N-04-068.000, were

done for the “promotion of business, commerce or industry in the designated. . . redevelopment district.”

SECTION 3. That the Owners of the above referenced property, Donald and Debra Roberts, have presented proof of ownership and eligibility to the City of Gulfport, and have 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 ONE HUNDRED SEVENTY-NINE THOUSAND, NINE HUNDRED TWENTY-TWO AND 25/100 DOLLARS (\$179,921.25) for the NEW CONSTRUCTION of the 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 and implementation.

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



July 26, 2018

**ECONOMIC
DEVELOPMENT**

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 Deborah L. Roberts

Dear Administration and City Council:

On behalf of the Economic Development Department, I want to verify that Deborah L. Roberts has met all qualifications and processes for the Hwy. 90 Tax Abatement at his new home at 611 Rich Avenue, 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 handwritten signature in black ink, appearing to read "David L. Parker", with a long, sweeping horizontal line extending to the right.

David L. Parker, CEcD
Economic Development Director

DAVID V. LAROSA, SR.
TAX COLLECTOR
P.O. BOX 1270
GULFPORT, MS 39502

RECEIPT NUMBER

YEAR 2017
DELINQUENT AT MONTH AFTER FEB 2018

Hasler

RIGHT AVE

US POSTAGE \$000.28

RECEIPT NUMBER

DISTRICT 1 30

PARCEL NUMBER

0711N-04-068.000

PPIN 24207

YEAR

2017

MAIL THIS PORTION WITH YOUR PAYMENT.

DELINQUENT AT MONTH AFTER FEB 2018

NOT RESPONSIBLE FOR PAYMENTS LOSS

DESCRIPTION

DR 2015-04-068.000 ZIP 39503
LOTS 25 TO 28 BLK 5 CENTRAL BEACH
S/T R 07-08-11
CENTRAL BEACH
BLOCK 005

RICHMOND REAL ESTATE DEVELOPMENT &

ACRES	LAND
ADVALOREM TAX	31740
HOMESTEAD CREDIT	644.02
NET ADVALOREM	644.02

DEVELOPMENT & 07 08 11 MCD

COUNTY	SCHOOL	CITY	TOTAL TRUE	ASSESSED
17340	308.75	161.87	31740	4761
			TOTAL TAXES DUE	644.02

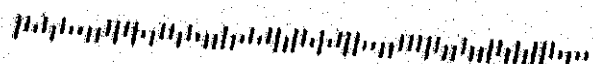
RICHMOND REAL ESTATE DEVELOPMENT &

PROPERTIES LLC
481 32ND STREET
GULFPORT

MS 39507

TOTAL DUE

\$644.02



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
- X 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
- X 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)
- X _____ Asset list, itemized construction contract, or project financial summary and payment documentation for applicant project
- _____ Most recent property assessment

Application Summary

Applicant Name*: Debra L. Roberts

Applicant Property Address: 611 Rich Ave, Gulfport, MS 39501

Applicant Mailing Address: 611 Rich Ave, Gulfport, MS, 39501

Applicant Phone Number: 904-502-8035 Email: debralynn94@gmail.com

Please select one: Renovation Project New Construction Project

Estimated Project Amount: \$179,921.25 Application Submission Date: 6-1-18

Estimated Project Start Date: July 26, 2017 Project Completion Date**: April 5, 2018

*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.

6-1-18

Date

Debra L. Roberts

Applicant Signature



RICHMOND CONSTRUCTION LLC

PROJECT DESIGN AND CONSTRUCTION

481 32ND STREET

GULFPORT, MS 39507

228-865-9500

richmondllc@bellsouth.net

www.richmondconstructionllc.net

Project Name: **Donald and Debra Roberts**
Project Address: **611 Rich Ave Gulfport MS 39507**
Mailing Address: **501 Brant Creek Land Saint Marys, GA 31558**

STAGES Schedule Payments
Exhibit "D"

1. LOT COST	\$ <u>25,000.00</u>
2. Construction Down Payment	\$ <u>17,925.00</u>
3. Foundation Piers & others	\$ 14,500.00
4. Framing , Roof trusses & others	\$ 30,500.00
5. Siding, Roofing & others	\$ 15,800.00
6. Plumbing & Electrical Rough in	\$ 17,500.00
7. HVAC , wall Insulation & others	\$ 9,100.00
8. Drywall, Doors & others	\$ 9,100.00
9. Painting Finished Interior & others	\$ 8,400.00
10. Flooring Installed & others	\$ 7,900.00

11. Kitchen Cabinets & Vanities & others	\$7,500.00
12. Final Plumbing, Electrical & Others	\$ 4,400.00
13. Driveway & others	\$ 6,075.00
14. Final Payment	\$ 800.00

Owner Signature: _____

Debra L. Roberts

Date: _____

7-26-17

Contractor signature: _____

[Signature]

Date: _____

7/26/17

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

☒ 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 201702171

Group R3 Type Construction VE

Fire District ☐ Yes ☒ No

Owner of Bldg. MARLEN & DEBRA ROBERTS

Owner's Mailing Address 611 RICH AVE STE 1E

Owner's City, State, Zip GULFPORT MS 39501

Building Address 611 RICH AVENUE

Date 04/02/2018

Gary Anderson
Building Official

(13)

Prepared By & Return To:
Schwartz, Orgler & Jordan, PLLC
12206 Hwy 49
Gulfport, MS 39503
(228) 832-8550
Our File: 171633

Index As: Lot 25, 26, 27, & 28, Central
Beach, Block 5, Harrison Co., 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,

**Richmond Real Estate Development & Properties, LLC
A Mississippi Limited Liability Company
481 32st Street
Gulfport, MS 39507
(228) 865-9500**

do hereby sell, convey and warrant unto

**Debra Lynn Roberts and husband Donald Marlin Roberts,
as joint tenants with full rights of survivorship and not as tenants in common
611 Rich Ave.
Gulfport, MS 39501
(904) 266-1200**

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

Lots Twenty-five (25), Twenty-six (26), Twenty-seven (27), Twenty-eight

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 Grantees herein.

IN WITNESS WHEREOF, Richmond Real Estate Development & has caused this conveyance to be executed by its duly authorized officer, July 11, 2017 at 3:12 PM having first been duly authorized to do so, on this the 25th day of September, 2017.

**Richmond Real Estate Development &
Properties, LLC**

By: **RICHMOND LEE, MEMBER**

By: **ROBBIE P. LEE, MEMBER**

**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, RICHMOND LEE and ROBBIE P. LEE, who acknowledge that they are MEMBERS of Richmond Real Estate Development & Properties, 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 25th day of September, 2017.

ASHLEY ZIMMERMAN
NOTARY PUBLIC
ID # 110557
Commission Expires Oct. 22, 2018
HARRISON COUNTY



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Economic Development

Date: 08/08/2018

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 tracks extending from the western city boundary to the eastern city boundary of the newly constructed structure located at 4216 Central Street, Gulfport, Mississippi, in the First Judicial District of Harrison County, and identified as parcel number 07110-01-007.000.

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 4216 CENTRAL STREET, GULFPORT, MISSISSIPPI, IN THE FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, AND IDENTIFIED AS PARCEL NUMBER 07110-01-007.000

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, GABE RUTHERFORD, owner of the property located at 4216 CENTRAL STREET, Gulfport, Mississippi, in the First Judicial District of Harrison County, and identified as Parcel Number 07110-01-007.000, has completed the NEW CONSTRUCTION of a residence by and through Epic 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 4216 CENTRAL STREET, Gulfport, Mississippi, in the First Judicial District of Harrison County, and which property is identified as Parcel Number 07110-01-007.000, 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, Gabe Rutherford, has presented proof of ownership and eligibility to the City of Gulfport, and have 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 ONE HUNDRED FIFTY THOUSAND, FIVE HUNDRED AND NO/100 DOLLARS (\$155,000.00) for the NEW CONSTRUCTION of the residence and has 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 and implementation.

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



July 26, 2018

**ECONOMIC
DEVELOPMENT**

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

City Hall
2309 15th St.
Gulfport, MS 39501

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

RE: Tax Abatement qualification for Gabe Rutherford

Dear Administration and City Council:

On behalf of the Economic Development Department, I want to verify that Gabe Rutherford has met all qualifications and processes for the Hwy. 90 Tax Abatement at his new home at 4216 Central 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 handwritten signature in blue ink, appearing to read "David L. Parker", is written over a horizontal line.

David L. Parker, CECD
Economic Development Director

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*: GABE RUTHERFORD 3950,
Applicant Property Address: 4216 CENTRAL STREET, GULFBORIS, MS
Applicant Mailing Address: 17 LESLIE CIRCLE, LITTLE ROCK, AR 72205
Applicant Phone Number: (501) 231-4043 Email: MARLEYALDO@AOL.COM

Please select one: Renovation Project New Construction Project

Estimated Project Amount: \$155,000⁰⁰ Application Submission Date: 5-11-18

Estimated Project Start Date: 9-24-17 Project Completion Date**: 2-28-2018

*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.

5-11-18

Date

Applicant Signature

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

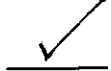
If a partial abatement* is granted with opportunity allowed for consideration for full abatement, the following criteria may be considered in addition to other factors not specified within this document.

Occupancy:

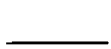
- ☐ Percentage of occupancy at time of re-submittal
- ☐ Number of occupants at time of re-submittal

New Construction Project Abatement Criteria

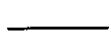
Adherence to SmartCode Standards:



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



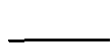
Meets basic requirements and principles of SmartCode



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.

UNOFFICIAL



John 1st Judicial District
Instrument 2017 5674 D - J1
Filed/Recorded 8/18/2017 02:13 P
Total Fees \$ 12.00
3 Pages Recorded

PREPARED BY:

Law Offices of
LAURA F. PAULK, PLLC
16127 Orange Grove Road
Gulfport, MS 39503
228-831-1818
LFP File No.: 1706129
MS Bar No.: 10733

Return To:

Law Offices of
LAURA F. PAULK, PLLC
16127 Orange Grove Road
Gulfport, MS 39503
228-831-1818
LFP File No.: 1706129

STATE OF MISSISSIPPI
COUNTY OF HARRISON

UNOFFICIAL

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid this date, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged,

Gerald A. Cochrane and wife, Barbara G. Cochrane
3750 Higgins Rd.
Mobile, AL 36619
1-251-602-0741

do hereby sell, convey and warrant unto

Gabe James Rutherford
17 Leslie Cr
Little Rock, AR 72211
1-501-231-4043

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

(See Exhibit A attached)

INDEXING INSTRUCTIONS:

West 53 feet of Lot 7, Block 1, Alta Vista S/D,
Harrison Co., MS

1706129

UNOFFICIAL

UNOFFICIAL

2

It is agreed and understood that the taxes for the current year have been prorated as of this date on an estimated basis and are assumed by the Grantee. When said taxes are actually determined, if the proration as of this date is incorrect, the Parties hereto agree to pay on the basis of an actual proration.

This conveyance is made expressly subject to any and all restrictive covenants, rights-of-way, easements, and mineral reservations and any other rights now of record which effect the above described property.

WITNESS OUR SIGNATURES, this the 16 day of August, 2017.

Gerald A. Cochrane
Gerald A. Cochrane

Barbara G. Cochrane
Barbara G. Cochrane

STATE OF Mississippi

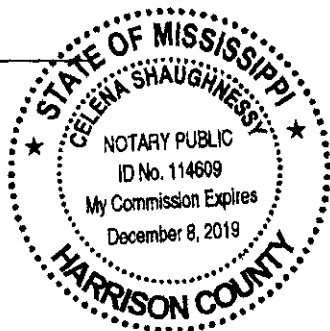
COUNTY OF Harrison

Personally appeared before me the undersigned Notary Public in and for the above named jurisdiction, the within named Gerald A. Cochrane and Barbara G. Cochrane, who severally acknowledged that they signed and delivered the foregoing instrument on the day and year therein stated.

Given under my hand and seal, this the 16th day of August, 2017.

Celena Shaughnessy
NOTARY PUBLIC

My Commission Expires:



1706129

UNOFFICIAL

UNOFFICIAL

3

EXHIBIT A

LEGAL DESCRIPTION

The West 53 feet of Lot 7, Block 1, Alta Vista Subdivision to the City of Gulfport, First Judicial District of Harrison County, Mississippi, as per map or plat thereof on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi.

UNOFFICIAL

UNOFFICIAL

DAVID V. LAROSA, SR.
TAX COLLECTOR
P.O. BOX 1270
GULFPORT, MS 39502

RECEIPT NUMBER	DISTRICT
1	36
PARCEL NUMBER	
07110-01-007.000	
PPIN	YEAR
22575	2017
MAIL THIS PORTION WITH YOUR PAYMENT.	

YEAR
2017

Hasler
22575-12/01/2017
DELINQUENT AT 1% PER MONTH AFTER FEB 1-2018
NOT RESPONSIBLE FOR PAYMENTS LOST IN MAIL

Hasler

12/01/2017

US POSTAGE \$000.28⁴

4245

DELINQUENT AT 1% PER MONTH AFTER FEB 1-2018

07110-01-007.000

ZIP 39503

DESCRIPTION

DR: 2009-0008671-D-J11269762009-WD
W 53 FT OF LOT 7 BLK 1 ALTA VISTA
SUBD SEC 8-8-11
S/T/R 08-08 -11
ALTA VISTA SUBD
BLOCK 001

COCHRANE GERALD A & BARBARA G

OB OB 11 MCD

	LAND	IMPROVED	TOTAL TRUE	ASSESSED
ACRES	15542	184	15726	2359
ADVALOREM TAX	319.10	COUNTY	SCHOOL	CITY
HOMESTEAD CREDIT		85.91	152.98	80.21
NET ADVALOREM	319.10			319.10
TOTAL DUE	\$319.10			

COCHRANE GERALD A & BARBARA G

3750 HIGGINS RD
MOBILE

AL 36619



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 201702101

Group R3 Type Construction VB

Fire District ☐ Yes ☒ No

Owner of Bldg. GABE RUTHERFORD

Owner's Mailing Address 17 LESLIE CIRCLE

Owner's City, State, Zip LITTLE ROCK, AR 72205

Building Address 4216 CENTRAL STREET

Date: 02/28/2018

Gary Anderson

Building Official

(BC)



228-217-6144

epichomes.net

STATE OF MISSISSIPPI
COUNTY OF Harrison

CONTRACT

This agreement made and entered into this day by and between

GABE RUTHERFORD

Hereinafter referred to as Owner, and

EPIC HOMES, LLC

Hereinafter referred to as Contractor:

WITNESSETH:

For and in consideration of the promise of work to be performed by Contractor, and the promise of monies to be paid by Owner, all as hereinafter set forth, and other good and valuable consideration, the receipt of all which is hereby acknowledged, the parties do agree as follows, to-wit:

1. The undersigned Contractor agrees to perform work as hereinafter set forth on property of Owner described as:

4216 Central St Gulfport, MS 39501

The work to be performed by Contractor shall consist of constructing a dwelling on the aforesaid property according to the attached plans and specifications, initialed by both Contractor and Owner, and which are made a part hereof. Any and all documents relating to the building of the home must be signed by both parties and made a part of this agreement.

2. Owner will pay Contractor for work to be performed hereunder in the total amount of

\$ 139,227.00 payable as follows:

Deposit: \$ 13,922.00

Balance to be drawn: \$ 125,304.00

Draws to be requested as construction progresses. Maximum amount to be dispersed per draw request. Normal Draw schedule falls along the following lines but not limited to:

20% at Slab	\$ 25,060.00
20% at Dry-In Frame Complete/Blacked-in/Doors & Windows Installed	\$ 25,060.00
35% at Drywall Roof on	\$ 43,856.00
20% at Cabinets/Brick/Siding Installed/Tile or Hardwood In/Interior Painted	\$ 25,060.00
5% at Completion	\$ 6,269.00

All payments shall be disbursed directly to Contractor within 72 hours of request by Contractor.

Any changes from the plans and specifications, involving additional costs or reduction in the contract price, shall be set forth by written change order signed by both parties. The change order shall specify any increase or decrease in construction cost and be executed prior to commencement of work, and monies received if due at time of signing off on change order.

3. The Owner has deposited with the Contractor \$ 13,922.00 which shall be applied to the contract price. Owner agrees that all sums paid by Owner under this agreement as "cash deposit", or any other amounts paid at the execution of this agreement, may be retained by Contractor as liquidated damages for administrative cost incurred by the Contractor as a result of Owners default; or Contractor may retain all monies received pursuant to this agreement and pursue any and all rights, and remedies afforded to the Contractor by the laws of the State of Mississippi, including but not limited to, the specific performance of this agreement or the recovery of any and all losses and damages incurred by the Owners breach. Contractor's liability is limited to the cost paid to date (if construction is still in progress) or total contract price if a dispute arises, and arbitration is required. Owner waives right to damages or specific performance, or both from Contractor.
4. The Contractor shall furnish all labor and materials to be used in the construction of the dwelling and all materials shall be of good quality and the work performed shall be performed in a good and workmanlike manner, with the exception of items listed as homeowner to supply material and labor per specifications.
5. The Contractor projects the home to be completed 150 days from the time construction begins (slab poured) to complete said dwelling. This is not a firm date and Epic Homes does not give a guaranteed completion date due to factors beyond our control, such as weather, subcontractor delays, material availability, or other events that could delay construction. The dwelling shall be deemed complete upon issuance of a final inspection.
6. Contractor agrees to furnish a 2/10 Home Warranty upon final inspection and final payment of all amounts due under this agreement.
7. All persons used by Contractor in the performance of this work shall be Independent or Sub-Contractors of Epic Homes and shall not be considered employees of the owner. Epic Homes shall be responsible for all labor, materials and sub-contractor charges associated with the construction of the home.
8. All work done on the house is done solely by Epic Homes approved subcontractors and vendors. No other subcontractor or vendor is allowed to work on the home while under construction, unless approved in writing by Epic Homes. Owner is not allowed to do any work on the home while under construction without written approval from Epic Homes.
9. Contractor agrees to keep the property free and clear of any mechanics or materialmen's liens during construction and pay for all materials and labor cost promptly.
10. Epic Homes shall furnish Builder's Risk Insurance in the amount of this contract. Owner to carry an Insurance policy to cover any liability not covered by Epic Homes.
11. Survey to be paid by Owner, and lots pins in place prior to start of construction, if required by lender for construction draws, or if needed by Epic Homes to lay out house on property.
12. Owner agrees to make final payment to Contractor upon clear final inspection by construction or permanent lender. Possession will not be given and Owner understands that they cannot move in until all payments have been made and they accept house as complete.
13. All selections must be completed and signed off prior to construction beginning. House will not be started until a signed selection sheet is turned in to Epic Homes.
14. Owner understands there may be a price increase if construction has not started within forty-five (45) days, from the date of signing this contract, due to delays caused by Owner.

15. This is the complete agreement between the parties. There are no oral or written agreements or understandings directly or indirectly connected with this agreement that are not incorporated herein unless they are put in writing, signed by both parties and attached hereto.
16. This is a legally binding contract; read and understand all provisions prior to signing. If not understood, seek legal advice or other competent advice.
17. **Owner shall deposit funds in Escrow account at Delta Title for Draw Disbursements within 5 days of signing of contract.**
18. Owner is responsible for all cost of obtaining underground electric or overhead electric, and any other cost or fees associated with cable, phone, or other utilities to the property.
19. Owner is responsible for construction drive, culvert, and permanent drive; these items are not included in this contract to build.
20. Home is to be constructed per signed off plans and specifications. General construction practices as seen in the model homes (standard practices, not upgrades) will be the standard, if a specific item has not been addressed in writing. Epic Homes will make all decisions concerning materials and products, if an item is not listed in writing. If a disagreement arises and both parties cannot come to an agreement to solve a problem, binding arbitration for resolution by both parties shall be the accepted and only recourse.
21. Once house is in the final stages of construction and it is necessary to keep the house locked up to prevent damage or theft, we do not allow you to have a key unless you are willing to sign a release of liability form stating that if any damage or theft does occur, you will be responsible for payment to correct or replace.
22. If you have supplied the house plan and it has detail sheets that do not pertain to the building of your home, these sheets will need to be listed as not applicable on this contract, signed and made a part of this agreement. Unless otherwise stated here, Epic Homes will build per the plans and specifications that are signed off by both parties only, and all other plan spec sheets, renderings, or other paperwork not signed off will not be a part of this agreement.
23. Any and all changes made hereafter will incur a \$250.00 change order fee plus the additional cost of any change(s) made.
24. The closing attorney for the construction and permanent loan shall be **Delta Title , 14116 Customs Blvd Suite 101, Gulfport, MS 39503 228-861-1918** unless otherwise agreed upon as being: _____
25. Attached Addendums shall become a part of this Contract. Numbered Specs and Plans
26. **Mississippi Law** requires that I inform you as to whether I carry general liability insurance insuring my work under this contract. I DO carry general liability insurance. The name of the insurer is Bonded Builders, and the policy number is RMSG10057501 By your signature below, you signify your understanding and acknowledgement of this fact.
27. SPECIAL PROVISIONS: _____

WITNESS OUR SIGNATURE, this 11 day of Sept 2017

OWNER:

GABE RUTHERFORD
[Signature]

CONTRACTOR:

[Signature]
Epic Homes LLC



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Economic Development

Date: 08/07/2018

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 tracks extending from the western city boundary to the eastern city boundary of the newly constructed structure located at 616 Second Street, Gulfport, Mississippi, in the First Judicial District of Harrison County, and identified as parcel number 0911E-01-002.000.

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 616 SECOND STREET, GULFPORT, MISSISSIPPI, IN THE FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, AND IDENTIFIED AS PARCEL NUMBER 0911E-01-002.000

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, DENNIS W. MILLER and CHERYL S. MILLER, owners of the property located at 616 2ND, Gulfport, Mississippi, in the First Judicial District of Harrison County, and identified as Parcel Number 0911E-01-002.000, have completed the NEW CONSTRUCTION of a residence by and through Butler Homes, LLC, and have 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 616 2nd Street, Gulfport, Mississippi, in the First Judicial District of Harrison

County, and which property is identified as Parcel Number 0911E-01-002.000, were done for the “promotion of business, commerce or industry in the designated. . . redevelopment district.”

SECTION 3. That the Owners of the above referenced property, Donald and Debra Roberts, have presented proof of ownership and eligibility to the City of Gulfport, and have 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 THREE HUNDRED THIRTY-SIX THOUSAND AND NO/100 DOLLARS (\$336,000) for the NEW CONSTRUCTION of the 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 and implementation.

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



August 6, 2018

**ECONOMIC
DEVELOPMENT**

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 Dennis W. and Cheryl S. Miller

Dear Administration and City Council:

On behalf of the Economic Development Department, I want to verify that Dennis W. and Cheryl S. Miller have met all qualifications and processes for the Hwy. 90 Tax Abatement at his new home at 616 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 handwritten signature in black ink, appearing to read "David L. Parker", is written over a horizontal line.

David L. Parker, CEcD
Economic Development Director

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*: Dennis W. & Cheryl S. Miller

Applicant Property Address: 616 2nd Street

Applicant Mailing Address: 616 2nd Street, Gulfport MS 39501

Applicant Phone Number: (601) 594 6955 Email: dmiller@joneswalker.com

Please select one: Renovation Project New Construction Project

Estimated Project Amount: \$336,000 Application Submission Date: 7/2018

Estimated Project Start Date: 6/2017 Project Completion Date**: _____

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

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

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

7/31/2018

Date

Dennis W. Miller

Applicant Signature

Cheryl S. Miller

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.

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 201701093

Group R3 Type Construction VB

Fire District ☐ Yes ☒ No

Owner of Bldg. DENNIS MILLER

Owner's Mailing Address 616 2ND STREET

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

Building Address 616 2ND STREET

Date: 03/08/2018


Building Official
(R)

Prepared by and after recording return to:
Henry Laird, MBN 1774
Jones Walker LLP
Post Office Box 160
Gulfport, MS 39501
Telephone No: 228/864-3094

Grantor's Names, Address and Telephone Number:
Patricia Gray Hassin
614 2nd Street
Gulfport, MS 39501
Telephone No: 228/864-2811

Indexing Instructions: Lots 17 and 18, Block 5
of Hewes Addition to City of Gulfport; Plat Book
3 at Page 10 (Copy book 5A at page 476B); 1st
Judicial District, Harrison Co., MS

Grantees' Name, Address and Telephone Number:
Dennis W. Miller and Cheryl S. Miller
529 Windsor Drive
Madison, MS 39110
Telephone No: 601/856-1010

STATE OF MISSISSIPPI

COUNTY OF HARRISON

FIRST JUDICIAL DISTRICT

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 which is hereby acknowledged, I, PATRICIA GRAY HASSIN ("Grantor"), do hereby sell, convey, and warrant unto DENNIS W. MILLER and wife CHERYL S. MILLER ("Grantees") as tenants by the entirety with full rights of survivorship and not as tenants in common, the real property together with all improvements thereon situated in the First Judicial District of Harrison County, Mississippi, and more particularly described as:

Lots Seventeen (17) and Eighteen (18), Block Five (5) of Hewes Addition to the City of Gulfport, a subdivision according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of the first Judicial District of Harrison County, Mississippi, in Plat Book 3 at Page 10 (Copy book 5A at page 476B) thereof.

This conveyance is subject to any and all recorded restrictive covenants, rights of way, easements and the prior reservation of any oil, gas and other minerals.

The Grantor herein represents and covenants that no part of the land described herein constitutes the homestead of the Grantor under the constitution and statutes of the State of Mississippi.

It is agreed and understood that the taxes for the current year have been pro-rated as of this date on an estimated basis. When said taxes are actually determined, if the proration as of this date is incorrect, then the Grantor agrees to pay to the Grantees, or their assigns, any deficit on an actual proration, and likewise, the Grantees agree to pay to the Grantor, or her assigns, any amount overpaid by it. Further, all subsequent years taxes are hereby assumed by the Grantees herein.

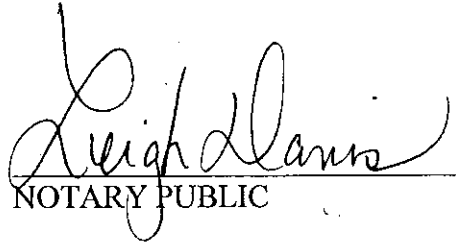
WITNESS MY SIGNATURE, this the 25th day of November, 2014.


PATRICIA GRAY HASSIN

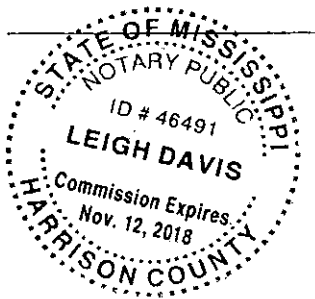
STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 25th day of November, 2014, within my jurisdiction, the within named PATRICIA GRAY HASSIN, who acknowledged that she executed and delivered the above and foregoing instrument.


NOTARY PUBLIC

My commission expires:



State of Mississippi Real Property

Harrison
DAVID V. LAROSA, SR.
POST OFFICE BOX 1270
GULFPORT, MS 39502
Paid by: MILLER DENNIS

MILLER DENNIS W & CHERYL S
Tax Year 2017
Drawer: 7
User: KMS
Paid: Chk# 008148
MCO: 5245

DR: 2014-009663-D-J1
LOYS 17 & 18 BLK 5 HEWES ADD
HEWES ADD

PRIN 20120-00		Receipt #	Date:
Tax District		1685249	12/21/2017
2G JD 1		Total Acres	
Parcel Number		Sec. Twn. Rng.	
0911E-01-002.000		02 08 11	
PROP ADDR: 516 2ND ST			
Class 1 Value		Class 2 Value	Total Value
37,128		37,128	37,128
Type of Tax		Millage	Gross Tax Amount
COUNTY		36.4200	202.82
CITY		34.0000	189.35
SCHOOL		64.8500	361.15
True Assessed		Total Tax Due	
37,128		753.32	

ACCOUNT PAID IN FULL

MILLER DENNIS W & CHERYL S
329 WINDSOR DRIVE
MADISON, MS 39110

(Signature)

Received by:

FOLD

FOLD

Type of Tax	Millage	Gross Tax Amount	Regular Homestead	Special Exemption	Net Tax
COUNTY	36.4200	202.82			202.82
CITY	34.0000	189.35			189.35
SCHOOL	64.8500	361.15			361.15
Total Tax Due					753.32
Tax Amount Paid					753.32
Penalty Paid					
Printer Fee Paid					
Excess Bid Paid					
Total Paid this Receipt					753.32
Other Tax Payments					
Grand Total Paid					753.32



**BUTLER
HOMES**

Our craft. Your home.

STATE OF MISSISSIPPI

COUNTY OF HARRISON

CONTRACT FOR RESIDENTIAL CONSTRUCTION

THIS CONTRACT, made and entered into on this the 6th day of March 2017, between BUTLER HOMES, LLC (hereinafter referred to as "Contractor") and Dennis Miller and wife, Cheryl Miller (hereinafter collectively referred to as "Owner"); and WHEREAS, Owner desires to have a dwelling house constructed on the following property being situated and located on Lots 17 and 18 on 2nd Street in Gulfport and in Harrison County, Mississippi:

SEE EXHIBIT "A" ATTACHED HERETO

WHEREAS, the Contractor is willing and able to construct a house desired by the Owners on said Lot, in accordance with the plans and specifications attached hereto as Exhibit "B" and made a part hereof, (including price allowances as stated in the specifications), for the consideration and under the terms and conditions hereinafter set forth hereinafter; and NOW THEREFORE, the parties do agree that the construction of house shall be built and paid under the following terms and conditions, to-wit:

1. The contractor agrees to construct for the Owner a dwelling house according to the plans and specifications signed by both parties and attached hereto and made a part hereof. Said dwelling house shall be constructed in a good and workmanlike

manner according to the Southern Building Code and other applicable building code requirements of Harrison County, Mississippi, and the Contractor shall furnish all labor and materials necessary for the construction of the dwelling house covered by this contract, except such items as may be listed in the plans and specifications to be furnished by Owner and items described hereinafter as "allowance items".

2. The purchase price of the house according to the plans and specifications is \$330,537.00, which does not include the cost of the lot. Contractor shall be responsible for selecting all construction items), with cost of construction being due and payable according to the Draw Schedule (Attached as Exhibit "C") provided by Owner's Bank (Regions Bank) subject to Contractor approval. As a part of the purchase price, the Contractor will furnish all necessary building permits and licenses, tap fees, water and sewer fees, power pole and permits; and will pay workman's social security and withholding taxes; workman's compensation insurance as applicable as well as all labor and materials. The Contractor will furnish a Builders Risk Insurance Policy of sufficient coverage (which will list Regions Bank as Mortgagee and owner as additional insured on the policy), and will pay the premium therefor; and the Contractor will be responsible for any liability for personal injury directly caused by construction.

3. The Owner shall furnish all Surveys describing premises at Owner's expense (if desired by Owner or required by the Bank or governmental agency), and the Contractor, at contractor's expense shall provide at the time of the slab draw, a Termite certificate from a licensed termite company, showing the soil has been treated for termite and other wood destroying insect(s), said certification shall be guaranteed and valid for one (1) year following the date of treatment. All other cost of closing shall be paid by Owner, including but not limited to, appraisal, lending fees, Lender's title insurance, owner's title insurance, prepaid and escrow items, attorney fees, title examination fees (including any "bring down" fees at the time of each draw by contractor); tax service fee, well and septic fees, underwriting fee, credit report fee, and other costs incurred by the Owner in obtaining Owner's financing of the construction project and the permanent loan; and

4. Contractor agrees that the dwelling house shall be constructed under the City/County building inspection process (if Owner desires an inspector to also inspect the work as construction proceeds, the Owner shall inform the Contractor and Owner shall arrange a schedule with such inspector and that such additional inspections shall be at the Owner's expense, and shall not be credited toward the costs of construction as set forth hereinabove); and Contractor will provide such inspection report at the time of each draw; said inspections with the City/County are to be paid by the Contractor, if a charge is required.
5. Contractor agrees to hold the Owner harmless from all claims or obligations whatsoever arising out of the construction of said dwelling house and to deliver the completed dwelling to the Owner free and clear of any liens or encumbrances.
6. Contractor shall be paid draws in accordance with the Draw Schedule attached and marked Exhibit "C", on a percent (%) completion basis. If Owner requires, Contractor shall not be bound by Owner's construction lender approval of completion percentage; however, Contractor agrees to work with the Owner's lender in arriving at the percent of completion, if necessary.
7. At the time of completion of the dwelling, the Contractor shall be paid the remaining balance due, in full, pursuant to the terms of this contract. Completion is defined as, and effective with the issuance of the Certificate of Occupancy from the City/County in which the house is being constructed. The Owner understands that the Certificate of Occupancy is issued to show that the house is inhabitable. The construction may not be complete as to "punch-list" items. Owner and Contractor shall meet at the premises to go through the house and compile a list of items that Owner desires to have completed or corrected or redone and Contractor shall use its "best efforts" to complete such lists as expeditiously as possible so that Owner may take possession and move into the house.
8. It is agreed and understood that Contractor is to complete the improvements in substantial accordance with the specifications and plans attached hereto and marked Exhibit "B"; that Contractor is to complete said improvements in a good and workmanlike manner and in compliance with the building code requirements effective

for the City/County in which the house is being constructed.

9. In the event the Contractor, upon complying with the contract, is required to bring legal action against the Owner to obtain payment of any monies provided for under this Agreement, the Owner shall pay reasonable attorney fees of twenty-five percent (25%) of any amounts adjudged to be due and owing by the Owners to the Contractor plus court costs and interest at the rate of eight percent (8.00 %) from the date that payment should have been paid.

10. It is agreed and understood that any change orders or any other changes or additions to the terms and conditions of this contract or to the terms and specifications attached hereto must be in writing and signed by the Contractor and Owner. Any addition to the construction price of the house because of change orders must be paid for by the Owner at the time of completion of the Change or on signing of the change order if materials are required to be ordered. No change orders are considered approved and the Owner is not required to pay for any change order not signed and approved by both parties. Change orders will extend the time needed to complete the home.

11. It is understood and agreed that the plans and specifications will be adjusted to suit the Owner's requirements. If applicable, such changes in the plans have been noted on the plans and specifications or described and attached hereto as exhibit "B"; if no changes are required to the original plans and specifications, the parties will and have initialed here: SM CFA

12. Contractor shall provide all warranty cards for appliances to Owner at the time of final payment and issuance of the Certificate of Occupancy, including water heater, HVAC systems, appliances, roof, and the like. In addition, Contractor will provide Owner with the Mississippi New Home Buyer Warranty Act which is attached hereto as Exhibit "D" which will be signed at the time of issuance of the Certificate of Occupancy. No other building warranty is required herein or is being offered herein.

13. In the event that the house is being constructed in an area that has homeowner association dues, water hook-up fees, or other special fees, the Owner agrees to pay such costs, in addition to the costs set forth hereinabove in item No. 2.

Contractor shall pay for the utilities to service the construction of the house up through the date of the issuance of the Certificate of Occupancy with the Owner paying the utilities subsequent to issuance of the Certificate of Occupancy.

14. In the event that the house is damaged during construction by fire, storm or otherwise and a claim is filed on the builder's risk policy, the parties agree that such payment shall be first used to reimburse Contractor for costs up to the time of the loss, and then used to reimburse the Owner for money paid to Contractor in draws theretofore.

15. Owner agrees to pay a non-refundable \$10,000.00 deposit to Contractor upon the execution of this contract which will be applied towards the construction price at the time of the final draw. However, this money is refundable if the property does not appraise or the buyer is unable to secure satisfactory financing. The buyer would be responsible for any fees incurred by the contractor including, but not limited to: appraisals, surveys, attorney fees, architect/design fees, plan costs, etc.

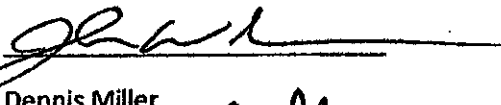
THIS CONTRACT, TOGETHER WITH EXHIBITS ATTACHED HERETO, shall constitute the full and total agreement between the parties, except for changes or allowances as provided for herein; and all such changes shall be and become binding upon the parties, only when such change is in writing and signed by both parties.

WITNESS OUR SIGNATURES on this the 6th day of March 2017.

Contractor

BUTLER HOMES, LLC

By: *Joshua Workman*



Dennis Miller

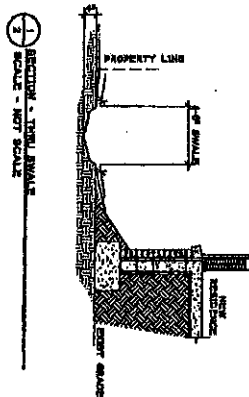
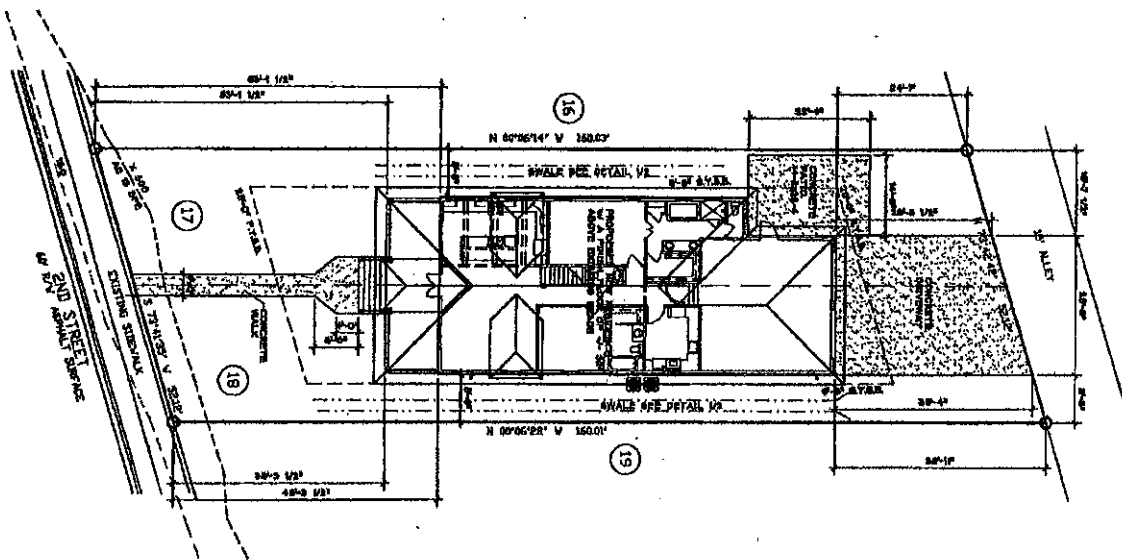


Cheryl Miller



Exh:6:4 "A"

SITE PLAN
SCALE 1" = 10.0'



DETERMINATION OF PROPOSED SIDE YARD SETBACKS:

1. THE PROPOSED SIDE YARD SETBACKS SHALL BE DETERMINED BY THE FOLLOWING:

SECTION 17 - SIDE YARD SETBACKS SHALL BE DETERMINED BY THE FOLLOWING:

SECTION 18 - SIDE YARD SETBACKS SHALL BE DETERMINED BY THE FOLLOWING:

SECTION 19 - SIDE YARD SETBACKS SHALL BE DETERMINED BY THE FOLLOWING:

SECTION 20 - SIDE YARD SETBACKS SHALL BE DETERMINED BY THE FOLLOWING:

SECTION 21 - SIDE YARD SETBACKS SHALL BE DETERMINED BY THE FOLLOWING:

SECTION 22 - SIDE YARD SETBACKS SHALL BE DETERMINED BY THE FOLLOWING:

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Exhibit "B"

Miller Family

\$330,537.00

THIS QUOTE INCLUDES THE FOLLOWING:	
Drafting	\$3233
Builder's Risk Insurance	\$1570
Water and Sewer Tap Fees	\$1000
Construction Permit Fees	\$1600
Engineering Fee	\$500
Utility costs throughout the project	\$500

Constructions Specifications: 3 bed/3.5 bath with 2 car garage

Total Square footage under roof	3233	sq ft
Garage square footage	620	sq ft
Heated/Cooled square footage	2293	sq ft
Porch square footage	320	sq ft

Allowances are in yellow

1. Foundation
 - a. 4" 3500 psi concrete slab on 4 block chain wall.
 - b. Front porch to be 3 1/4" treated T&G deck boards (painted or stained)
 - c. Queen Brick veneer around entire foundation
2. Framing
 - a. 2x6 exterior wall construction with 2x4 interior walls
 - b. 7/16 OSB decking on walls and 15/32 OSB decking on roof
3. Roofing
 - a. Peel and stick underlayment
 - b. Goldin Panel metal roof (choice of color)
4. Sheetrock
 - a. 1/2" sheetrock with slick finish
5. Exterior
 - a. Exposed rafter tails on soffit and fascia with #2 T&G soffit
 - b. Hardie siding above brick foundation
 - c. Exterior Columns 8" decorative hardie (buyers choice of style)
 - d. Three pair of 8' hinged shutters on bottom floor and three on dormers
 - i. Windows and 1/2" Hardie on front and garage side doors \$8100
 - ii. Garage Entry to be solid core Fiberglass Door
 - iii. Porch Ceilings – No. 1 or No. 2 1x6 T&G pine
 - iv. Exterior Handrail on front porch

8.50

v. Screened in front porch

6. Insulation

a. Open cell Spray foam insulation

HVAC – 14 seer Lennox

7. 4 Gas Drops – cook top, Rinnai water heater

8. Custom Tile Work

a. Master Shower and tub \$1,500 (Frameless glass panel and door included)

b. Kitchen backsplash \$1,000

c. Wall surrounding master bath \$1,200

9. Trillies \$2,600 each

10. Plumbing fixtures \$4,000 (showerhead and faucet)

11. Electric fixtures \$2,000 Canned lights included outside of fixture budget

12. Granite and marble \$12,000

13. Granite and tile \$6,000

14. Partition island \$2,000

15. Sink/floor/door/vallage allowance \$2,000

16. Interior Trim

a. 7 ¼" crown and baseboard throughout

b. 3 ¼" trim around all doors, cased openings, and windows

c. Seven 8' hollow and Four 8' solid Interior doors downstairs

- Five 6'8" hollow interior doors upstairs

d. Wood closet shelving to be designed by buyer and trim carpenter (does not include drawers and cabinets)

17. Flooring

a. Oak wood floor with wood spindles

b. Wood tile throughout \$12,000

18. Driveway and sidewalks

a. 1,000 square feet maximum

19. Landscape

a. \$1,000

20. Mailbox

a. As required by subdivision

21. Appliances

a. \$1,000

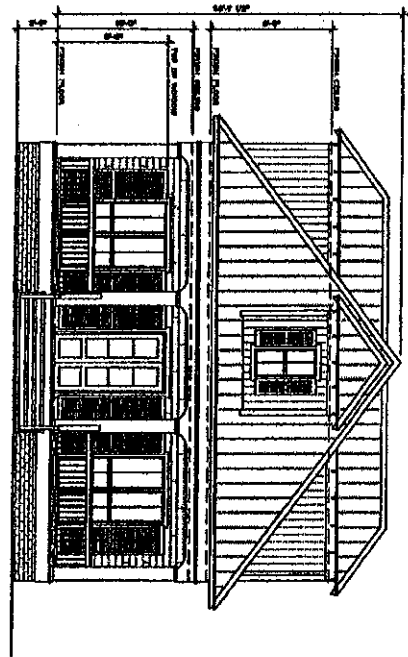
Plumbing

Gas Lines	2
Number of Full Bathrooms	3
Number of Half Bathrooms	1
Bathrooms with more than one sink	1

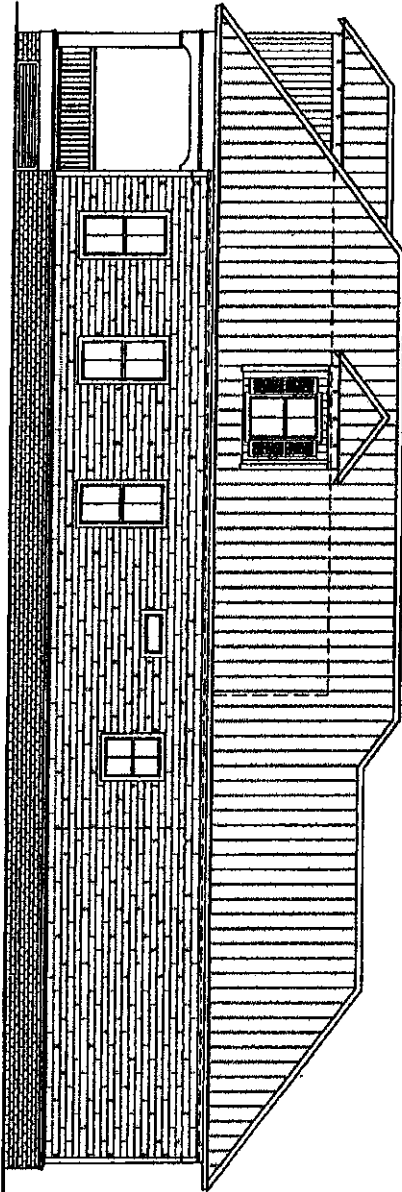
Shower heads in master	2
Soaker tub	1

Electrical

Can Lights	34
Dimmer Switches	4
Floor Outlets	1
Nutone Vent Fans	4



FRONT ELEVATION
SCALE: 1/4" = 1'-0"



RIGHT SIDE ELEVATION
SCALE: 1/4" = 1'-0"

1/4" = 1'-0"	DUBUISSON DESIGN DONALD E. DUBUISSON RESIDENTIAL DESIGNER 12210 PINEVILLE RD, PASS CHRISTIAN, MS TELEPHONE: (601) 468-5188 EMAIL: DUBUISSON@CABLEONE.NET RESIDENTIAL & COMMERCIAL DESIGN • PLANNING • DRAFTING	Project: New RESIDENCE FOR: THE MILLER FAMILY LOTS 17 & 18 BLOCK 6 2ND STREET GULFPORT, MISSISSIPPI Sheet: THIR: EXTERIOR ELEVATIONS	BUTLER HOMES 13015 Laramie Road Atlanta, Mississippi 39804 www.MillerHomes.com "Our Craft Your Home"	THIS DOCUMENT IS THE PROPERTY OF BUTLER HOMES. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF BUTLER HOMES. BUTLER HOMES ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS. THE USER ASSUMES ALL LIABILITY FOR ANY SUCH ERRORS OR OMISSIONS. THE USER AGREES TO HOLD BUTLER HOMES HARMLESS FROM AND AGAINST ALL SUCH CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE ASSERTED AGAINST BUTLER HOMES BY ANY THIRD PARTY AS A RESULT OF THE USER'S USE OF THIS DOCUMENT.
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1744 - 1745

This architectural drawing shows a side elevation of a building. The structure features a steep gabled roof with a textured surface, possibly representing shingles or a specific material. The main wall is also textured with vertical lines. On the left side, there is a small, rectangular window with a dark frame. Further down, there are three larger, rectangular windows, each divided into four panes. A small, square window is located near the base of the wall. The building is set against a plain background.

Wet = 7.0%

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BUTLER
HOMES
13080 Loring Road
Bloom, Mississippi 38612
www.butlerhomed.com
"Our Craft Your Home"

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OR THE NATIONAL
COMMISSION ON
EXPERIMENTAL AND
STATISTICAL
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FIRST FLOOR PLAN

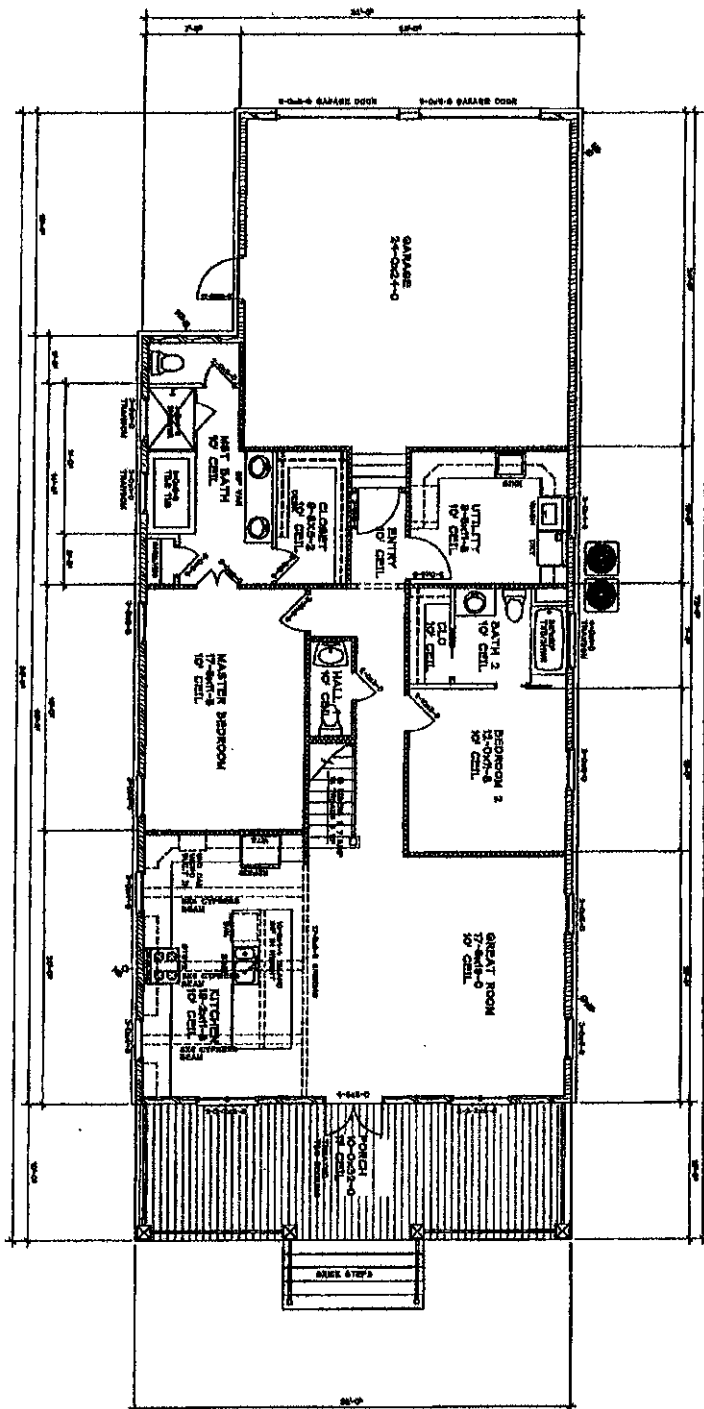
SCALE: 1/4" = 1'-0"



GENERAL NOTES:
1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
2. ALL FINISHES SHALL BE AS NOTED OR TO THE ARCHITECT'S DISCRETION.

WALL LEGEND
STANDARD WALL
PARTITION WALL
PARTITION WALL WITH GLASS
PARTITION WALL WITH GLASS AND SCREEN

AREA OF RESIDENCE	
Overall Dimensions	36'-0" x 48'-0"
Living Room	12'-0" x 12'-0"
Dining Room	12'-0" x 12'-0"
Kitchen	12'-0" x 12'-0"
Bathroom	5'-0" x 7'-0"
Bedroom	12'-0" x 12'-0"
Master Bedroom	12'-0" x 12'-0"
Garage	24'-0" x 10'-0"
Utility Room	10'-0" x 10'-0"
Entry	10'-0" x 10'-0"
Staircase	10'-0" x 10'-0"
Front Porch	10'-0" x 10'-0"
Back Porch	10'-0" x 10'-0"
Screened Porch	10'-0" x 10'-0"
Deck	10'-0" x 10'-0"
Pool	10'-0" x 10'-0"
Driveway	10'-0" x 10'-0"
Landscaping	10'-0" x 10'-0"
Other	10'-0" x 10'-0"



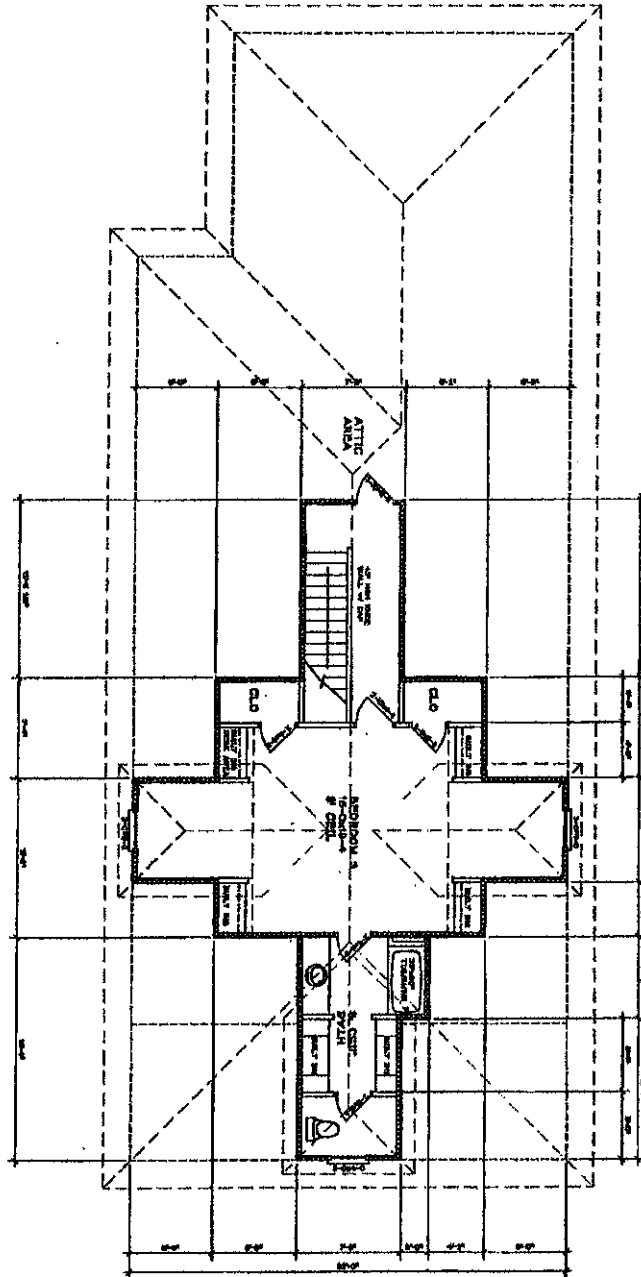
DUBUISSON DESIGN
DONALD E. DUBUISSON
RESIDENTIAL DESIGNER
2221 PINEVILLE RD. P.O. BOX 1000, MS.
TELEPHONE: (662) 688-3183
EMAIL: DUBUISSON@GMAIL.COM
RESIDENTIAL & COMMERCIAL
DESIGN - PLANNING - DRAFTING

Project: New RESIDENCE FOR:
THE MILLER FAMILY
LOTS 17 & 18 BLOCK 5
2ND STREET
GULFPORT, MISSISSIPPI
Sheet Title: FIRST FLOOR PLAN

BUTLER HOMES
15000 Loring Road
Gulfport, MS 39503-3932
www.butlerhomes.com
"Our Craft Your Home"

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SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"



DUBUISSON DESIGN DONALD E. DUBUISSON RESIDENTIAL DESIGNER 32210 PINEVILLE RD, P.O. BOX 10182 MEMPHIS, TN 38118 TELEPHONE: (901) 886-3182 EMAIL: DUBUISSON@CABLEONE.NET RESIDENTIAL & COMMERCIAL DESIGN - PLANNING - DRAFTING	Project: New RESIDENCE FOR THE MILLER FAMILY LOTS 17 & 18 BLOCK 6 2ND STREET GULFPORT, MISSISSIPPI Sheet Title: SECOND FLOOR PLAN	BUTLER HOMES 13000 Lowndes Road Gulfport, Mississippi 39534 www.butlerhomes.com "Our Craft Your Home"	NOTES: 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. 2. FINISHES TO BE DETERMINED BY THE ARCHITECT. 3. ALL WORK TO BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES. 4. ALL MATERIALS TO BE OF THE BEST QUALITY. 5. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES. 6. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES. 7. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES. 8. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES. 9. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES. 10. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES.
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Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Economic Development

Date: 08/08/2018

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 tracks extending from the western city boundary to the eastern city boundary of the newly constructed structure located at 633 Second Street, Gulfport, Mississippi, in the First Judicial District of Harrison County, and identified as parcel number 0911E-01-048.000.

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 633 SECOND STREET, GULFPORT, MISSISSIPPI, IN THE FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, AND IDENTIFIED AS PARCEL NUMBER 0911E-01-048.000

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, MARCI R. WILSON, owner of the property located at 633 2ND STREET, Gulfport, Mississippi, in the First Judicial District of Harrison County, and identified as Parcel Number 0911E-01-048.000, has completed the NEW CONSTRUCTION of a residence by and through Craig Smith Builder, Inc., and has requested, through written application, abatement of the Municipal ad valorem taxes for the increase in assessed value caused by renovation and improvements to the building, which application and supporting documentation is attached hereto collectively as **Exhibit “A”**; and

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

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

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

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

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

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

SECTION 2. That, pursuant to Miss. Code Ann. §17-21-5(2) (Rev. 2003, as amended), the Governing Authority hereby finds that the “construction, renovation, or improvements” to the structure at 633 2ND STREET, Gulfport, Mississippi, in the First Judicial District of Harrison

County, and which property is identified as Parcel Number 0911E-01-048.000, 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, Gabe Rutherford, has presented proof of ownership and eligibility to the City of Gulfport, and have 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-THREE THOUSAND, FIVE HUNDRED AND NO/100 DOLLARS (\$283,500.00) for the NEW CONSTRUCTION of the residence and has 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 and implementation.

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



July 26, 2018

**ECONOMIC
DEVELOPMENT**

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

City Hall
2309 15th St.
Gulfport, MS 39501

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

RE: Tax Abatement qualification for Marci R. Wilson

Dear Administration and City Council:

On behalf of the Economic Development Department, I want to verify that Marci R. Wilson has met all qualifications and processes for the Hwy. 90 Tax Abatement at his new home at 633 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 handwritten signature in black ink, appearing to read "David L. Parker", is written over a horizontal line.

David L. Parker, CECD
Economic Development Director

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*: MARCI WILSON
Applicant Property Address: 633 2nd St, Gulfport, MS 39501
Applicant Mailing Address: 633 2nd St, Gulfport, MS 39501
Applicant Phone Number: 228 596 8235 Email: MARCI.WILSON@HANCOCKBANK.COM

Please select one: Renovation Project New Construction Project

Estimated Project Amount: 283,500 Application Submission Date: 2/14/18

Estimated Project Start Date: April 1, 2017 Project Completion Date**: 11/3/17

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

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

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

2/14/18
Date

Marci Wilson
Applicant Signature

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.

UNOFFICIAL



John 1st Judicial District
Instrument 2017 1180 D - J1
Filed/Recorded 2/24/2017 02:15 P
Total Fees \$ 13.00
3 Pages Recorded

Prepared by:
Andrew Marion, PLLC
Attorney-at-Law
1919 23rd Ave.
P.O. Box 863
Gulfport, MS 39502
(228)-865-9047
MS Bar # 1866

Return to:
Andrew Marion, PLLC
Attorney-at-Law
1919 23rd Ave.
P.O. Box 863
Gulfport, MS 39502
(228)-865-9047
File # 17-028

**STATE OF MISSISSIPPI
HARRISON COUNTY
FIRST JUDICIAL DISTRICT**

WARRANTY DEED

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

**Robert Eaton Smith, Jr. and Sandra Stokes Smith
142 Benachi Avenue
Biloxi, MS 39530
228-806-2424**

do hereby sell, convey and warrant unto

**Marci R. Wilson,
121 Kuyrkendall Place
Long Beach, MS 39560
228-596-8235**

that certain tract, piece or parcel of land situated and being located in **First Judicial District of Harrison County, State of Mississippi**, more particularly described as follows, to-wit:

(See Exhibit A attached, Page 3)

INDEXING INSTRUCTIONS: Exempt

UNOFFICIAL

UNOFFICIAL

THIS CONVEYANCE is subject to any prior reservation or conveyance of oil, gas or other mineral rights and subject to all easement restrictions, reservations and covenants of record.

IT IS AGREED and understood that the taxes for the current year have been pro-rated as of this date on an estimated basis. When said taxes are actually determined, if the proration as of the date is incorrect, then the Grantor(s) agrees to pay the Grantee(s), or its assigns, any deficit on an actual proration, and likewise, the Grantee(s) agrees to pay the Grantor(s), or its assigns, any amount overpaid by it.

WITNESS OUR SIGNATURES, this the 24th day of February, 2017.


Robert Eaton Smith, Jr.


Sandra Stokes Smith

STATE OF MISSISSIPPI

COUNTY OF HARRISON

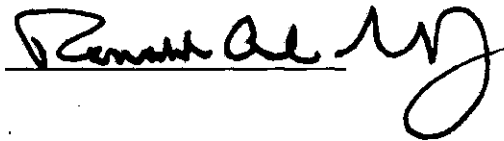
UNOFFICIAL

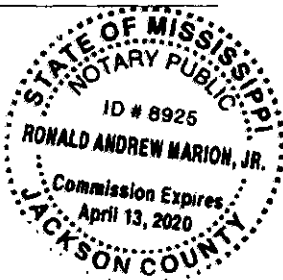
PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the above stated jurisdiction, the within named Robert Eaton Smith, Jr. and Sandra Stokes Smith who acknowledged that they signed and delivered the foregoing Warranty Deed on the day and year therein written as their own free and voluntary act and deed.

GIVEN under my hand and official seal on this the 24th day of February, 2017.

MY COMMISSION EXPIRES:

NOTARY PUBLIC





UNOFFICIAL

UNOFFICIAL

Exhibit "A"

Lots 22 and 23, Block 2 of the Mississippi Land and Abstract Company's Subdivision of a part of the Hewes Addition to the City of Gulfport, Mississippi, as shown by the official map or plat of said Subdivision on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi, as found in Deed Book 54, at pages 498-99, in said office, together with all improvements thereon situated and all rights and appurtenances thereunto belonging.

UNOFFICIAL

UNOFFICIAL

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 201700533

Group R3 Type Construction VB

Fire District ☐ Yes ☒ No

Owner of Bldg. MARCI WILSON

Owner's Mailing Address 121 KOYRKONDALL PLACE

Owner's City, State, Zip LONG BEACH, MS 39560

Building Address 633 2ND STREET

Date: 11/03/2017

Gary Anderson
Building Official

(B)

POST IN A CONSPICUOUS PLACE

Marci Wilson
2nd Street Gulfport
Revised final estimate
2/14/2017

Heated & cooled - Framing	2,029
Garage	534
Porches	237
Total under roof	2,800

General Conditions

Building permit	1,100	
Builder's risk policy \$4.23 per thou	1,200	
Plans	750	
Survey	-	
Water tap	500	
Sewer tap	600	
Utilities	600	
Portable toilet	600	
Dumpster	900	
Clean up	600	
Total		6,850

Site preparation

Clear lot , demo concrete, bring in fill	2,300
--	-------

Foundation

Form material, steel, wire, plastic, lumber	1,361	
Foundation labor - 2,917 sf @ \$1.50	4,376	
Chain wall - 3 courses		
(218) 8x8x16 common block @ \$1.66	387	
(158) header block @\$1.91	323	
376/100 = 4 x 3 = (12) bags mason mix @ \$10.84	139	
Block layer (376) block @ \$1.50	564	
Fill dirt 2,917 sf x 2' tall = 5,834 sf x 1.40 = 8,168/27=303 yds		
303 yards @ \$7 yd	2,049	
Mason sand 1 cy per 7 bags = 18/7 = 3 yards sand @ \$65	209	
Termite treatment - 2,917 .5 sf	408	
Concrete		
Footings - 38 yards		
Slab - 30 yards		
Fill blocks 5 yards		
Total 70 yards @ \$96	7,190	
Pump truck	600	
Finisher - 2,917 @ \$.45 sf	1,313	
Total foundation		18,919

MPW

CD

Framing

Material	20,040	
Labor - \$4.50 includes hardi facia & soffit	13,127	
Total		33,167

Hardi Siding

Material	3,744	
Labor	4,200	
Total		7,944

Front & rear porch ceilings

237 sf		
Material		
(54) 1x6x16' T&G #2 centermatch pine @ \$8.80	508	
118' 3 5/8" crown @ 1.26 sf	159	
Install labor \$3.00 sf	711	
Total		1,379

Roofing

Material	4,708	
Labor (54) square @ \$35	1,890	
Total		6,598

Brick

5,000 queen @ \$325 per thousand and mortar	1,994	
Mason sand	250	
Mason labor 5k @ \$350 + \$600 for steps	2,350	
Total brick		4,594

Insulation

Open cell foam 2,029 @ \$2.90 = \$5,900		
Fiberglass		3,500

Windows - see quote

7,836

Exterior doors

Entry door	950	
Rear porch	2,325	
Garage to house	350	
Total exterior doors		3,625

Exterior door hardware

(3) @ \$150 ea		450
----------------	--	-----

Garage doors

(1) 18'w x 8' tall with openers - allow \$1,950		2,087
---	--	-------

MPW CF

Interior doors		2,954	
Interior door hardware			
(15) @ \$65			975
Drywall			
(254) 4x12x1/2" @ \$12.72			
Total drywall material	3,266		
Hanger 12,192 @ \$.28	2,996		
Finisher 12,192 @ \$.30	3,658		
Total drywall labor	6,654		
Total drywall		9,920	
Finish Carpenter			
Labor	5,300		
Material	4,200		
Total trim material		9,500	
Painting			
Exterior -	3,800		
Interior - 2,680sf @ \$3.25	8,204		
Total painting		12,004	
Flooring			
Wood - 1,579 + 5% waste = 1,658 sf			
Material - 1,658 @ \$3.50	6,209		
Labor - 1,658 @ \$2.00	3,548		
Glue 1,658 @ \$1.00	1,774		
Total wood floor	11,531		
Tile			
Tile - 304 sf + 5% waste = 319 sf			
Material - 319 sf @ \$2.00	683		
Labor - 319 sf @ \$2.00	638		
Thinset & grout - 319 @ \$1.00	341		
Total tile floor	1,662		
Total flooring		13,193	
Showers			
Master walls, floor - 190 sf			
Bedroom 2 & 3 bath walls, floor 165 sf			
Total material - 355 sf - allow \$6.00	2,279		
Labor - 355 sf @ \$10.00	3,799		
Thinset, grout, backerboard, shower waterproofing	750		
Total shower & tub surrounds		6,828	

MPW

CS

Plumbing fixtures	9,812
-------------------	-------

Plumber

Piping & labor	7,940	
(3) gas outlets @ \$350 ea	1,124	
Total plumber		9,064

Light fixtures	3,600
----------------	-------

Electrician - includes LED trims, vent lights, smoke detectors	13,087
--	--------

Cabinets	17,488
----------	--------

Countertops

Kitchen cabinets	= 26 sf	
Kitchen island	= 42 sf	
Master bath	= 16 sf	
Laundry room	= 10 sf	
Bedroom 2&3 bath	= 16sf	
Total	110 sf	
Waste factor 15%	16 sf	
Total	126 sf @ \$50 sf	6,741

Appliances - allow \$8,500	9,095
----------------------------	-------

Extra items

Gas fireplace	3,500	
Mailbox	500	
Total		4,000

HVAC

(1) 4 ton Trance 14 SEER heat pump	8,943
------------------------------------	-------

Driveway & sidewalks	1,180
----------------------	-------

Total	237,631
-------	---------

Builder overhead & profit	24,000
---------------------------	--------

Total cost	261,631
------------	---------

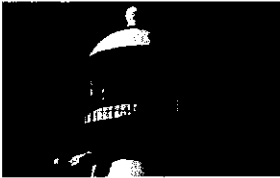
Cost per heated & cooled foot -2,029 sf	129
---	-----

Cost per under roof - 2,800 sf	93
--------------------------------	----

HPW

OL

Currently It's 87.4°F and winds are from the SE @ 1.0 mph

[Tax Assessor](#)[Contact Us](#)[Appeals](#)[Calendar](#)[County Tax Rolls](#)[Downloads](#)[Homestead](#)[Links](#)[Millage Rates](#)[Mobile Home](#)[Online Mapping](#)[Personal Property](#)[Values and Taxes](#)[HOME](#) > [ELECTED](#) > [TAXASSESSOR](#) > [LANDROLL](#) > [TAXROLLS](#)**Property Information Search Results**

Use the print link below this record to print a borderless copy of this record

2018 Proposed Landroll Information**WILSON MARCI R**

633 2ND ST GULFPORT, MS 39501

Physical Street Address:

633 2ND ST

Parcel #:	PPIN	Tax District	Homestead Exp.	Judicial Dist.
0911E-01-048.000	32225	2G	Regular	1
Supervisor District:	Subdivision:			
2	MISS LAND & ABST CO SUBD OF HEWES ADD			

Exemption Code

Non-Exempt

Section	Township	Range
02	08	11

Search Harrison County Online!

Instrument Number(s)

2017-0001180-D-J1, 1309/0174, 0867/0234

**County Address and
Phone Directory**Harrison County Judicial 1
1801 23rd Ave
Gulfport, MS 39501Harrison County Judicial 2
730 Dr. Martin Luther King, Jr. Blvd
Biloxi, MS 39530

Acres	Land Value	Improvements	Total Value	Assessed Value
0	38640	212213	250853	25085

Legal Description

LOTS 22 & 23 BLK 2 MISS L & A CO SUBD OF HEWES ADD

There are 2 building description records attached to this parcel.

Improvement 1 (Primary)

Year Built:	0
Base Square Feet:	2578
Second Floor Area:	0

Improvement 2

Year Built:	0
Base Square Feet:	459
Second Floor Area:	0

Please be advised that map data and imagery provided is data from 2014 and NOT year specific..

[Click Here To View Map Data of This Parcel!](#)[Click Here To Print This Page](#) | [Previous Page](#)Currently, there are 149 people online
Harrison County Board of Supervisors
© 2002 - 2018Judicial District 1 - 1801 23rd Ave Gulfport, MS 39501
Judicial District 2 - 730 Dr. Martin Luther King, Jr. Blvd Biloxi, MS 39530

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[Data Links](#)

[Property Link](#)
[Deeds & Records Link](#)
[UCCs Link](#)
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Property Link HARRISON COUNTY, MS

Current Date 4/ 4/2018

Tax Year 2017
Records Last Updated 4/ 3/2018

PROPERTY DETAIL

OWNER	SMITH ROBERT E JR & SANDRA STO	ACRES : **NA**
	142 BENACHI AVE	LAND VALUE : 32844
		IMPROVEMENTS **NA**
	BILOXI MS 39530-3706	TOTAL VALUE: 32844
		ASSESSED : 4927

PARCEL 0911E-01-048.000

ADDRESS 633 2ND ST

TAX INFORMATION

YEAR 2017	TAX DUE	PAID	BALANCE
COUNTY	179.44	179.44	0.00
CITY	167.52	167.52	0.00
SCHOOL	319.52	319.52	0.00
TOTAL	666.48	666.48	0.00

Mail Payments To:

David V. Larosa, Sr., Tax Collector
P.O. Box 1270
Gulfport, MS 39502

Postmark will be used to determine
penalty

LAST PAYMENT 12 / 16 /
DATE 2017

MISCELLANEOUS INFORMATION

EXEMPT CODE		LEGAL	DR: 1309/0174 07/11/1995-
HOMESTEAD CODE	None		LOTS 22 & 23 BLK 2 MISS. L & A
TAX DISTRICT	2G		CO.
PPIN	032225		SUBD OF HEWES ADD

SECTION 02
TOWNSHIP 08
RANGE 11

MISS LAND & ABST
CO SUBD OF HE
ADD

Deed Book/Page References

<u>Book</u>	<u>Page</u>	<u>Date</u>	<u>Type</u>
1309/0174		7/11/1995	
0867/0234			

TAX PAID HISTORY

<u>Year</u>	<u>Owner</u>	<u>Total Tax Paid(Y/N)</u>	
2016	SMITH ROBERT E		Y
	JR & SANDRA	666.48	LAST PAYMENT
	STO		DATE 2/ 2/2017
2015	SMITH ROBERT E		Y
	JR & SANDRA	666.48	LAST PAYMENT
	STO		DATE 2/ 1/2016
2014	SMITH ROBERT E		Y
	JR & SANDRA	929.35	LAST PAYMENT
	STO		DATE 2/ 2/2015
2013	SMITH ROBERT E		Y
	JR & SANDRA	899.91	LAST PAYMENT
	STO		DATE 2/ 4/2014
2012	SMITH ROBERT E		Y
	JR & SANDRA	899.91	LAST PAYMENT
	STO		DATE 2/ 1/2013
2011	SMITH ROBERT E		Y
	JR & SANDRA	899.91	LAST PAYMENT
	STO		DATE 2/ 1/2012
2010	SMITH ROBERT E		Y
	JR & SANDRA	899.91	LAST PAYMENT
	STO		DATE 2/ 7/2011
2009	SMITH ROBERT E		Y
	JR & SANDRA	1034.42	LAST PAYMENT
	STO		DATE 2/ 1/2010

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES

<u>Year</u>	<u>Sold To</u>	<u>Redeemed Date/By</u>
NO TAX SALES FOUND		

Back



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Economic Development

Date: 08/07/2018

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 tracks extending from the western city boundary to the eastern city boundary of the newly constructed structure located at 121 Markham Drive, Gulfport, Mississippi, in the First Judicial District of Harrison County, and identified as parcel number 1011D-03-034.002.

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 121 MARKHAM DRIVE, GULFPORT, MISSISSIPPI, IN THE FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, AND IDENTIFIED AS PARCEL NUMBER 1011D-03-034.002

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, GREGORY P. ALLEMOND and TAMMY ALLEMOND, owners of the property located at 121 MARKHAM DRIVE, Gulfport, Mississippi, in the First Judicial District of Harrison County, and identified as Parcel Number 1011D-03-034.002, have completed the NEW CONSTRUCTION of a residence by and through Gregory P. Allemond, and have 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 121 MARKHAM DRIVE, Gulfport, Mississippi, in the First Judicial District of Harrison County, and which property is identified as Parcel Number 1011D-03-034.002, were

done for the “promotion of business, commerce or industry in the designated. . . redevelopment district.”

SECTION 3. That the Owners of the above referenced property, Gregory and Tammy Allemond, have presented proof of ownership and eligibility to the City of Gulfport, and have 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 TEN THOUSAND, TWO HUNDRED EIGHTY-SEVEN AND 01/100 DOLLARS (\$210,287.01) for the NEW CONSTRUCTION of the 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 and implementation.

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



July 26, 2018

**ECONOMIC
DEVELOPMENT**

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

City Hall
2309 15th St.
Gulfport, MS 39501

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

RE: Tax Abatement qualification for Greg and Tammy Allemond

Dear Administration and City Council:

On behalf of the Economic Development Department, I want to verify that Greg and Tammy Allemond have met all qualifications and processes for the Hwy. 90 Tax Abatement at his new home at 121 Markham Drive, 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 handwritten signature in black ink, appearing to read "David L. Parker", is written over a horizontal line.

David L. Parker, CEcD
Economic Development Director

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*: Greg & Tammy Almond

Applicant Property Address: 121 MARKHAM Dr.

Applicant Mailing Address: 34695 Dorothy Lane Denham Springs, LA. 70706

Applicant Phone Number: 225-328-5400 Email: tammyjb44@gmail.com

Please select one: Renovation Project ☐ New Construction Project ☒

Estimated Project Amount: \$210,287.⁰¹ Application Submission Date: MARCH 5 2018

Estimated Project Start Date: 2-1-17 Project Completion Date**: _____

*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.

MARCH 5, 2018
Date

Tammy Almond
Applicant Signature

Gulfport Tax Abatement Program

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

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

Project submission guidelines:

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

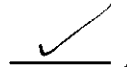
In the event that a project is presented prior to the commencement of construction, the governing bodies may consider entering into a Memorandum of Understanding regarding the potential abatement of taxes for the subject project. If such consideration is requested, please contact the Gulfport Economic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

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

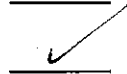
**Recommendations may be for any percentage of abatement and period of time less than seven years. Recommendations may also be for less than seven years with a provision that the project must be resubmitted for the remaining eligible term, at which time the project will be re-evaluated.

New Construction Project Abatement Criteria

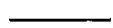
Adherence to SmartCode Standards:



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



Meets basic requirements and principles of SmartCode



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

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

Occupancy:



Percentage of occupancy at time of re-submittal



Number of occupants at time of re-submittal

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

Renovation Project Abatement Criteria

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

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

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

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

Occupancy:

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

UNOFFICIAL



1st Judicial District
Instrument 2015-5310-D-11
Filed/Recorded 08/06/2015 03:21 PM
Total Fees \$12.00
2 Pages Recorded

PREPARED BY AND RETURN TO
JERRY D. RILEY/RILEY LAW FIRM
P O BOX 550 GULFPORT MS 39502
228-864-4511/Bar# 5359/FILE 36004

GRANTOR: Greg Allemond
Tammy Allemond
34695 Dorothy Lane
Denham Springs, LA 70706
225-328-5400

GRANTEE: Greg Allemond
Tammy Allemond
34695 Dorothy Lane
Denham Springs, LA 70706
225-328-5400

INDEX: S 80' of N 101.72' of
Lot 23, Blk 2, Gulf Shore Manor

TITLE NOT EXAMINED

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

UNOFFICIAL

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 **GREG ALLEMOND AND TAMMY ALLEMOND** do hereby sell, convey and warrant unto **GREG ALLEMOND AND TAMMY ALLEMOND**, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property located and being situated in the County of Harrison, First Judicial District, State of Mississippi and being more particularly described as follows, to-wit:

The South 80 feet of the North 101.72 feet of Lot 23, Block 2, GULF SHORE MANOR SUBDIVISION, a subdivision according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi in Plat Book 12 at Page 18 (Copy Book 5 at Page 404).

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2

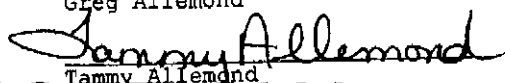
THE ABOVE DESCRIBED property constitutes no part of Grantors' homestead.

THIS CONVEYANCE is subject to any and all recorded restrictive covenants, rights of way, easements and the prior reservation of any oil, gas and other minerals.

IT IS AGREED and understood that the taxes for the current year have been pro-rated as of this date on an estimated basis. When said taxes are actually determined, if the proration as of this date is incorrect, then the Grantor agrees to pay to the Grantee, or its assigns, any deficit on an actual proration, and likewise, the Grantee agrees to pay to the Grantor, or its assigns, any amount overpaid by it.

EXECUTED, this the 6th day of August, 2015.


Greg Allemond

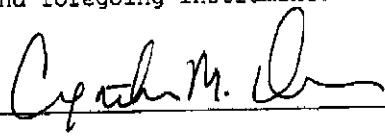

Tammy Allemond

UNOFFICIAL

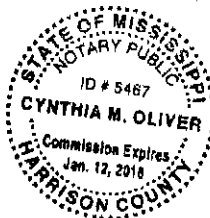
STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the 6th day of August, 2015, within my jurisdiction, the within named Greg Allemond and Tammy Allemond, who acknowledged that they executed and delivered the above and foregoing instrument.


Notary Public

My Commission Expires:



UNOFFICIAL

UNOFFICIAL

STATE OF MISSISSIPPI,
COUNTY OF HARRISON



John 1st Judicial District
Instrument 2016 7018 D - J1
Filed/Recorded 10/ 7/2016 10:30 A
Total Fees \$ 12.00
4 Pages Recorded

**CITY OF GULFPORT
GULFPORT, MS
DECLARATION
-NON-CONVERSION AGREEMENT**

This DECLARATION made this 7th Day of October, 2016
Greg and Tammy Allemond (owner(s)), having an address
of 34695 Dorothy Lane Denham Spring, LA 70706-1216. **245-328-5460**

WITNESSTH:

WHEREAS, the owner is the apparent record owner of all that real property located at
121 Markham Drive, in the City of Gulfport in the County of Harrison, designated in the
Tax Records as Parcel No. 1011D-03-034.002, and more particularly described as shown in
Exhibit "A" attached hereto and incorporated by reference.

WHEREAS, the owner has applied for a permit to place a structure on that property that has an
enclosed area below the base flood elevation plus freeboard constructed in accordance with the
requirements of Article 5, Section B (3), (4) and (5) of the Flood Damage Prevention Ordinance
(Ordinance # 2601) dated September 5, 2008 and under Permit Number 201602313.

WHEREAS, the owner certifies and declares that the following covenants, condition and
restriction are placed on the affected property as a condition of granting this Permit, and affects
the rights and obligations of the owner and shall be binding on the Owner, his/her heirs, personal
representatives, successors, future owners and assigns.

UPON THE TERMS AND SUBJECT TO THE CONDITIONS CONTAINED HEREIN, the
owner(s) agrees and declares, as follows:

1. The structure or part thereof to which these conditions apply is:
New construction of Single Family Dwelling.
2. At this site, the Base Flood Elevation (BFE) plus freeboard (12 inches) is VE Zone, the
required elevation above the mean sea level is 21,
National Geodetic Vertical Datum.
3. Enclosed areas below the BFE plus freeboard shall comply with the City of
Gulfport's Flood Damage Prevention Ordinance shall be used solely for parking
of vehicles, limited storage, or access to the building. All interior walls, ceilings and
floors below the BFE plus freeboard shall be unfinished and constructed of flood resistant
materials. The interior portion of such enclosed area shall not be partitioned or finished
into separate rooms. Mechanical equipment and ducts, electrical equipment, wiring,
fixtures and devices or plumbing fixtures shall not be installed below the BFE
plus freeboard.

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2

CITY OF GULFPORT
GULFPORT, MS
DECLARATION OF
NON-CONVERSION AGREEMENT
PAGE TWO

4. The walls of the enclosed areas below the BFE plus freeboard shall be equipped and remain equipped with the proper hydrostatic openings as required by the Flood Damage Prevention Ordinance (Ordinance # 2601).
5. In the event it is necessary for the City of Gulfport to take legal action, including injunctive or other appropriate relief to enforce this agreement or to correct any violation of the Flood Damage Prevention Ordinance (Ordinance #2601), the City shall be entitled to reasonable attorney fees and court costs. In addition to any other penalties, any alterations or changes from these conditions may render the structure uninsurable or increase the cost for flood insurance.
6. The Floodplain Administrator or his/her duly designated representative of the City of Gulfport is hereby granted right-of-entry of the property for the purpose of inspecting the exterior and interior of the enclosed areas to verify compliance with this Declaration. After initial and final inspections, annual inspections may be conducted upon notice to the Owner(s). Additional inspections may be conducted if an annual inspection discovers a probable violation of the permit and/or Flood Damage Prevention Ordinance (Ordinance # 2601).
7. Other conditions: None

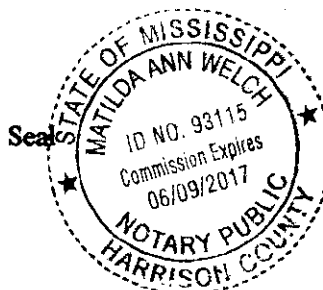
IN WITNESS WHEREOF the undersigned set their hands and seals this 7th Day of October, 2016.

x [Signature]
City of Gulfport

x [Signature]
Owner

x Sammy Al lemond
Owner

Matilda Welch
Notary Public



2

UNOFFICIAL

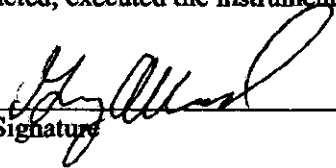
UNOFFICIAL

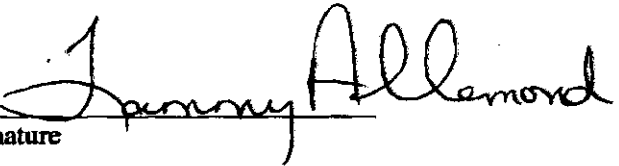
3

CITY OF GULFPORT
GULFPORT, MS
DECLARATION OF
NON-CONVERSION AGREEMENT
PAGE THREE

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Greg and Tammy Allemond PERSONNALLY APPEARED BEFORE ME, the undersigned whose name(s) are subscribed to the within Declaration and who acknowledged that he/she/they executed the same in his/her their authorized capacity (ies), and that his /her /their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.


Signature


Signature

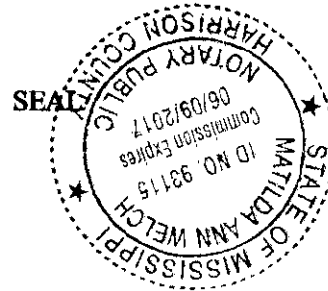
UNOFFICIAL

Signature

Signature

WITNESS my hand and official seal, this 7th day of October, 2016.


Notary Public



PREPARED BY:
CITY OF GULFPORT
Department of Urban Development-Building Code Services
P. O. Box 1780
Gulfport, MS 39502
228-868-5715

3

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Exhibit "A"



1st Judicial District
Instrument 2015-5310-D-31
Filed/Recorded 08/06/2015 03:21 PM
Total Fees \$12.00
2 Pages Recorded

PREPARED BY AND RETURN TO
JERRY D. RILEY/RILEY LAW FIRM
P O BOX 550 GULFPORT MS 39502
228-864-4511/Bar# 5359/FILE 36004

E-RECORDED ^{simplifile}
ID: 2015-5310-D-31
County: HARRISON
Date: 8/6/15 Time: 3:21 PM

GRANTOR: Greg Allemond
Tammy Allemond
34695 Dorothy Lane
Denham Springs, LA 70706
225-328-5400

GRANTEE: Greg Allemond
Tammy Allemond
34695 Dorothy Lane
Denham Springs, LA 70706
225-328-5400

INDEX: S 80' of N 101.72' of
Lot 23, Blk 2, Gulf Shore Manor

TITLE NOT EXAMINED

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

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 **GREG ALLEMOND AND TAMMY ALLEMOND** do hereby sell, convey and warrant unto **GREG ALLEMOND AND TAMMY ALLEMOND**, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property located and being situated in the County of Harrison, First Judicial District, State of Mississippi and being more particularly described as follows, to-wit:

The South 80 feet of the North 101.72 feet of Lot 23, Block 2, GULF SHORE MANOR SUBDIVISION, a subdivision according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi in Plat Book 12 at Page 18 (Copy Book 5 at Page 404).

UNOFFICIAL

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 201602313

Group R3 Type Construction VB

Fire District ☐ Yes ☒ No

Owner of Bldg. GREG & TAMMY ALLEMOND

Owner's Mailing Address 34695 DOROTHY LANE

Owner's City, State, Zip DENHAM SPRINGS, LA 70706

Building Address 121 MARKHAM DRIVE

Date: 09/26/2017


Building Official

(BC)

POST IN A CONSPICUOUS PLACE

Builders Budget

**Greg Allemond
121 Markham Dr. Gulfport, MS 39507**

Rezoning	\$300
Plans	\$3500
Permits	\$1500
Engineer	\$1500
Pilings	\$12,500
OS Lumber	\$60,238.11
Paint	\$4628
Termites	\$500
Flooring/Installation	\$15,550
Granite/Installation	\$5620
Spray foam Insulation	\$6800
Interior Doors	\$3000
Trim work/Materials	\$4780
Cabinets	\$15,000
Tile work	\$5700
Mississippi power	\$11,770
A/C & Electric	\$17,300
Concrete	\$11,700
Metal-Exterior	\$3,500
Roof	\$1,700
Deck & Material	\$8,969
Plumbing labor	\$4,500
Plumbing fixtures	\$5,113.34
Mirrors	\$565.56
Security system	<u>\$4,053</u>
TOTAL	\$210,287.01

Harrison County Mississippi


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Property Link

HARRISON COUNTY, MS

Current Date 6/ 5/2018

 Tax Year 2017
Records Last Updated 6/ 4/2018
PROPERTY DETAIL

OWNER ALLEMOND GREG & TAMMY
34695 DOROTHY LANE

DENHAM SPRINGS LA 70706

ACRES : **NA**
LAND VALUE : 33120
IMPROVEMENTS : **NA**
TOTAL VALUE: 33120
ASSESSED : 4968

PARCEL 1011D-03-034.002
ADDRESS 121 MARKHAM DR

TAX INFORMATION

YEAR 2017	TAX DUE	PAID	BALANCE
COUNTY	180.93	180.93	0.00
CITY	168.91	168.91	0.00
SCHOOL	322.17	322.17	0.00
TOTAL	672.01	672.01	0.00

Mail Payments To:

David V. Larosa, Sr., Tax Collector
P.O. Box 1270
Gulfport, MS 39502

Postmark will be used to determine penalty

LAST PAYMENT DATE 12 / 20 / 2017**MISCELLANEOUS INFORMATION**

EXEMPT CODE	LEGAL
HOMESTEAD CODE None	DR: 2015-0005310-D-J1 08/06/20
TAX DISTRICT 2G	15-WD
PPIN 106810	-RENTAL- S 80 FT OF N 101.7 FT
SECTION 06	OF
TOWNSHIP 08	LOT 23 BLK 2 GULF SHORE MANOR
RANGE 10	SUBD SEC 6-8-10 GULF SHORE MANOR

Deed Book/Page References

<u>Book</u>	<u>Page</u>	<u>Date</u>	<u>Type</u>
2005-0011172-D-J1		1/	WD



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Brittany Rodgers, Clerk of Council
Legal

Date: 08/13/2018

Subject: Resolution - to declare the support of the Mayor and City Council of the City of Gulfport, Mississippi, of the passage by the Mississippi Legislature of Legislation providing for the distribution to municipalities, including Gulfport, Mississippi, of a portion of the taxes collected from in-state customers by remote sellers with no physical presence in Mississippi, 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 TO DECLARE THE SUPPORT OF THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, OF THE PASSAGE BY THE MISSISSIPPI LEGISLATURE OF LEGISLATION PROVIDING FOR THE DISTRIBUTION TO MUNICIPALITIES, INCLUDING GULFPORT, MISSISSIPPI, OF A PORTION OF THE TAXES COLLECTED FROM IN-STATE CUSTOMERS BY REMOTE SELLERS WITH NO PHYSICAL PRESENCE IN MISSISSIPPI, AND FOR RELATED PURPOSES

WHEREAS, in 1967 the United States Supreme Court held in *National Bellas Hess v. Department of Revenue of Illinois*, that under its Commerce Clause jurisprudence, states and local units of government could not require businesses to collect taxes on sales unless such businesses had a physical presence within the state; and

WHEREAS, twenty five years later, the United States Supreme Court in *Quill v. North Dakota* again upheld the physical presence requirement, but also found that “contemporary Commerce Clause jurisprudence might not dictate the same result” as the Court had reached in *Bellas Hess*; and

WHEREAS, in 2015 in *Direct Marketing Association v. Brohl*, Justice Kennedy wrote a concurring opinion stating that the “legal system should find an appropriate case for the Court to reexamine *Quill*” as a result of the astronomical growth of out-of-state retailers with no physical presence taking market share from local retailers who have been required to collect sales tax at the point of sale, resulting in losses of revenue to states and municipalities; and

WHEREAS, following the 2015 decision in *Direct Marketing Association v. Brohl*, a number of state legislatures, including South Dakota, passed laws requiring remote vendors to

collect taxes on such sales in order to challenge the *Quill* decision, and South Dakota's law was the first to reach the Supreme Court; and

WHEREAS, in 2017, House Bill 480, which would have required out-of-state retailers with no physical presence in Mississippi to collect tax from Mississippi consumers purchasing from such vendors within the State, with the avails of such tax directed to be distributed 70 percent to the State, 15 percent to municipalities based upon the proportion that the amount of sales tax revenue distributed to a municipality during the preceding fiscal year under Section 27-65-75(1) bears to the total amount of sales tax revenue distributed to all municipalities during the preceding fiscal year under said Section 27-65-75(1), and 15 percent to counties for road, bridge and street repair, maintenance and construction, failed to pass the Legislature; and

WHEREAS, in 2018 House Bill 722, which would have required the same distribution to the State, municipalities and counties for the same purposes likewise failed to pass the Legislature, presumably at least in part because of the Supreme Court's holding in *Quill*; and

WHEREAS, 41 other States, including Mississippi, filed a friend of the court brief supporting South Dakota's law and therein pointed out that "today, the thriving online retail industry claims the rule's protection to give itself a competitive advantage over brick-and-mortar retailers who must collect the owed tax" and local businesses and communities suffer "concomitant unfairness through *Quill*'s deleterious side effects," including depressed rental rates for retail space; brick and mortar merchants employing fewer local residents and reduced economic activity; and

WHEREAS, States and municipalities rely heavily on sales and use tax revenues to fund their essential government operations, including emergency services, education, healthcare and

infrastructure projects, especially the repair, maintenance construction and reconstruction of roads, streets and bridges, among many others; and

WHEREAS, remote online retailers, claiming the protection of *Quill* have largely refused to collect taxes on the sales at the point of sale, even though there is no dispute that the consumers owe the tax -- and a 2012 study estimated that the combined losses to the States exceeded \$23 billion in 2012, and the lost tax revenue from e-commerce transactions could readily help fill- or even eliminate altogether -- municipal and state budgetary shortfalls; and

WHEREAS, on June 21, 2018 the United States Supreme Court overturned *Quill* and held that South Dakota's law requiring certain out-of-state vendors without a physical presence to collect taxes on sales to customers within South Dakota's border did not constitute an undue burden on interstate commerce and was therefore not unconstitutional; and

WHEREAS, there appears to be no legitimate dispute that the Mississippi Legislature, as a result of *South Dakota v. Wayfair*, may now pass a law that levels the playing field by requiring remote vendors without a physical presence in this State to collect taxes on sales, just as in-state brick-and-mortar sellers have been required to do; and

WHEREAS, even with such a law, e-commerce will continue to erode local sales and erode local sales tax rebates, and internet commerce will continue to grow even with such sellers being required to collect and remit; and

WHEREAS, as a result of the anticipated continued growth of such sales, local units of government, including Gulfport, will continue to need revenues to cover such shortfalls resulting from lagging local sales tax collections.

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 City Council of the City of Gulfport hereby passes this Resolution, and declares its support for, and prays that the Governor of the State of Mississippi will call a Special Session of the Mississippi Legislature and further pleads for passage by the said Legislature of a Mississippi law that requires remote retailers without a physical presence within this State to collect from their customers a tax, and that a portion totaling a minimum of eighteen and one half percent (18.5%) of the tax revenue collected as a result thereof be diverted to the municipalities based upon the traditional sales tax diversion model and that said sums be used by municipalities in the discretion of said municipalities and for such other distribution as the Governor and the Legislature may see fit.

SECTION 3. That this resolution shall be spread upon the Minutes of the Gulfport City Council, and shall be in full force and effect immediately upon its passage and enactment according to law and that a copy hereof be supplied to the Mississippi Municipal League, Governor Phil Bryant and the leadership of the Mississippi legislature.

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: Margaret Murdock, Assistant Attorney
Legal

Date: 08/15/2018

Subject: Resolution - supporting the Mississippi Aquarium Project, and acknowledging that sales tax collected from the Mississippi Aquarium Project will be diverted to the Tourism Project Sales Tax Incentive Fund for a period of up to fifteen years pursuant to the Mississippi Tourism Project Sales Tax Incentive Program, and for related purposes.

Recommendation:

It came on for consideration the matter of showing support of the Mississippi Aquarium, a tourist destination for the State of Mississippi, and acknowledging that sales tax collected from the facility will be diverted to the Tourism Project Sales Tax Incentive Fund for a period of up to fifteen years. After full consideration of the matter, Council member _____ offered and moved the adoption of the following resolution:

RESOLUTION NO. _____

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, SUPPORTING THE MISSISSIPPI AQUARIUM PROJECT, AND ACKNOWLEDGING THAT SALES TAX COLLECTED FROM THE MISSISSIPPI AQUARIUM PROJECT WILL BE DIVERTED TO THE TOURISM PROJECT SALES TAX INCENTIVE FUND FOR A PERIOD OF UP TO FIFTEEN YEARS PURSUANT TO THE MISSISSIPPI TOURISM PROJECT SALES TAX INCENTIVE PROGRAM, AND FOR RELATED PURPOSES.

WHEREAS, pursuant to the provisions of the Mississippi Tourism Project Sales Tax Incentive Program (the “**Tourism Incentive Program**”), as set forth in Sections 57-26-1, *et seq.*, Mississippi Code of 1972, as amended (the “**Tourism Act**”), the Gulfport Redevelopment Commission (the “**Developer**”) is developing and constructing the Mississippi Aquarium along U.S. Highway 90 in Gulfport, Mississippi (the “**Project**”);

WHEREAS, Mississippi Aquarium, a Mississippi nonprofit corporation (“**MSAQ**”), has been formed for the purpose of supporting and operating the Mississippi Aquarium in conjunction with the Developer and will contract with Developer for the purpose of leasing, operating and completing the development and construction of the Project, and to facilitate the day-to-day operations of the Project;

WHEREAS, in connection with the Project, Developer and/or MSAQ will make application to the Mississippi Development Authority (the “**MDA**”) for the benefits provided by the Tourism Act; and

WHEREAS, the Project will be a family oriented tourist and entertainment destination for the State of Mississippi and surrounding states and will create jobs and stimulate economic development throughout the region; and

WHEREAS, the City of Gulfport (the “**City**”) has been advised of the Developer’s and MSAQ’s investment for land, buildings, furniture, fixtures, equipment, inventory, engineering, architecture, and other related soft costs, which investment, for the purposes of the Tourism Incentive Program, will exceed the minimum investment required for a qualified tourism project; and

WHEREAS, the City is in full support of the Project and supports the application of the Developer and/or MSAQ to the MDA for the Tourism Incentive Program.

NOW, THEREFORE, BE IT RESOLVED, by the Board as follows:

SECTION 1. All of the findings of fact made by Developer set forth in the preamble of this resolution shall be and the same hereby are found, declared, and adjudicated to be true and correct.

SECTION 2. The City hereby fully supports the Project and the application of the Developer and/or MSAQ to the MDA for the Tourism Incentive Program and acknowledges that the maximum sales tax collection from the Project will be diverted to the Tourism Project Sales Tax Incentive Fund for a period of up to fifteen years for an amount not to exceed 30% of the total approved project costs as established by the MDA pursuant to the Tourism Incentive Program for the Project.

SECTION 3. The Mayor of the City is authorized to execute any and all necessary documents and clarifications required or requested by MDA for the qualification of the Project for the Tourism Incentive Program.

SECTION 4. Council Member _____ seconded the motion to adopt the foregoing resolution and the same being put to a roll call vote, the result was as follows:

Councilman Kenneth L. Casey, Sr.	voted: _____
Councilman Ron Roland	voted: _____
Councilwoman Ella Holmes-Hines	voted: _____
Councilman F.B. "Rusty" Walker, IV	voted: _____
Councilman Myles Sharp	voted: _____
Councilman Robert "R.Lee" Flowers	voted: _____
Councilwoman Cara L. Pucheu	voted: _____

The motion having received the affirmative vote of a majority of the members present, the President declared the motion _____ and the resolution _____ this, the _____ day of _____, 2018.

ADOPTED:

President

ATTEST:

Brittany Rodgers, Council Clerk

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

Billy Hewes, Mayor



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Legal

Date: 08/15/2018

Subject: Resolution - supporting the Centennial Plaza Project, and acknowledging that sales tax collected from the Centennial Plaza Project will be diverted to the Tourism Project Sales Tax Incentive Fund for a period of up to fifteen years pursuant to the Mississippi Tourism Project Sales Tax Incentive Program, and for related purposes.

Recommendation:

It came on for consideration the matter of showing support of the Centennial Plaza Project, a tourist destination for the State of Mississippi, and acknowledging that sales tax collected from the facility will be diverted to the Tourism Project Sales Tax Incentive Fund for a period of up to fifteen years. After full consideration of the matter, Council member _____ offered and moved the adoption of the following resolution:

RESOLUTION NO. _____

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, SUPPORTING THE CENTENNIAL PLAZA PROJECT, AND ACKNOWLEDGING THAT SALES TAX COLLECTED FROM THE CENTENNIAL PLAZA PROJECT WILL BE DIVERTED TO THE TOURISM PROJECT SALES TAX INCENTIVE FUND FOR A PERIOD OF UP TO FIFTEEN YEARS PURSUANT TO THE MISSISSIPPI TOURISM PROJECT SALES TAX INCENTIVE PROGRAM, AND FOR RELATED PURPOSES.

WHEREAS, pursuant to the provisions of the Mississippi Tourism Project Sales Tax Incentive Program (the “**Tourism Incentive Program**”), as set forth in Sections 57-26-1, *et seq.*, Mississippi Code of 1972, as amended (the “**Tourism Act**”), Centennial Plaza, LLC (the “**Developer**”) proposes to develop and construct two hotels (with approximately 248 total rooms), four restaurants, spa, amusements, fountains and other tourism-related amenities (excluding all residential buildings) on an approximately 48.26 acre site, located at 200 Beach Boulevard, Gulfport, Mississippi (collectively, the “**Project**”) and in connection therewith will make application to the Mississippi Development Authority (the “**MDA**”) for the benefits provided by the Tourism Act; and

WHEREAS, the Project will be a family oriented tourist and entertainment destination for the State of Mississippi and surrounding states and will create jobs and stimulate economic development throughout the region; and

WHEREAS, the Project will also serve as a catalyst in the development and redevelopment of the area surrounding Centennial Plaza; and

WHEREAS, the City of Gulfport (the “**City**”) has been advised of the Developer’s investment for land, buildings, furniture, fixtures, equipment, inventory, engineering, architecture, and other related soft costs, which investment, for the purposes of the Tourism Incentive Program, will exceed the minimum investment required for a qualified tourism project; and

WHEREAS, the City is in full support of the Project and supports the application of the Developer to the MDA for the Tourism Incentive Program.

NOW, THEREFORE, BE IT RESOLVED, by the Board as follows:

SECTION 1. All of the findings of fact made by Developer set forth in the preamble of this resolution shall be and the same hereby are found, declared, and adjudicated to be true and correct.

SECTION 2. The City hereby fully supports the Project and the application of the Developer to the MDA for the Tourism Incentive Program and acknowledges that the maximum sales tax collection from the Project will be diverted to the Tourism Project Sales Tax Incentive Fund for a period of up to fifteen years for an amount not to exceed 30% of the total approved project costs as established by the MDA pursuant to the Tourism Incentive Program for the Project.

SECTION 3. The Mayor of the City is authorized to execute any and all necessary documents and clarifications required or requested by MDA for the qualification of the Project for the Tourism Incentive Program.

SECTION 4. Council Member _____ seconded the motion to adopt the foregoing resolution and the same being put to a roll call vote, the result was as follows:

Councilman Kenneth L. Casey, Sr.	voted: _____
Councilman Ron Roland	voted: _____
Councilwoman Ella Holmes-Hines	voted: _____
Councilman F.B. "Rusty" Walker, IV	voted: _____
Councilman Myles Sharp	voted: _____
Councilman Robert "R.Lee" Flowers	voted: _____
Councilwoman Cara L. Pucheu	voted: _____

The motion having received the affirmative vote of a majority of the members present, the President declared the motion _____ and the resolution _____ this, the _____ day of _____, 2018.

ADOPTED:

President

ATTEST:

Brittany Rodgers, Council Clerk

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

Billy Hewes, Mayor



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Legal

Date: 08/15/2018

Subject: Resolution - supporting the Elevated Structure Project, and acknowledging that sales tax collected from the Elevated Structure Project will be diverted to the Tourism Project Sales Tax Incentive Fund for a period of up to fifteen years pursuant to the Mississippi Tourism Project Sales Tax Incentive Program, and for related purposes.

Recommendation:

It came on for consideration the matter of showing support of a multi-use elevated structure in the City of Gulfport, which will be a tourist destination for the State of Mississippi, and acknowledging that sales tax collected from the facility will be diverted to the Tourism Project Sales Tax Incentive Fund for a period of up to fifteen years. After full consideration of the matter, Council member _____ offered and moved the adoption of the following resolution:

RESOLUTION NO. ____

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, SUPPORTING THE ELEVATED STRUCTURE PROJECT, AND ACKNOWLEDGING THAT SALES TAX COLLECTED FROM THE ELEVATED STRUCTURE PROJECT WILL BE DIVERTED TO THE TOURISM PROJECT SALES TAX INCENTIVE FUND FOR A PERIOD OF UP TO FIFTEEN YEARS PURSUANT TO THE MISSISSIPPI TOURISM PROJECT SALES TAX INCENTIVE PROGRAM, AND FOR RELATED PURPOSES.

WHEREAS, pursuant to the provisions of the Mississippi Tourism Project Sales Tax Incentive Program (the “**Tourism Incentive Program**”), as set forth in Sections 57-26-1, *et seq.*, Mississippi Code of 1972, as amended (the “**Tourism Act**”), the Gulfport Redevelopment Commission (the “**Developer**”) proposes to develop and construct a multi-level restaurant experience designed to promote tourism, family entertainment and fine dining experiences south of the Small Craft harbor in Gulfport, Mississippi (the “**Project**”);

WHEREAS, Gulf Coast Restaurant Group, Inc, a Mississippi corporation (“**GCRG**”), has contracted with Developer for the purpose of leasing, operating and completing the development and construction of the Project in conjunction with the Developer;

WHEREAS, in connection with the Project, the Developer and/or GCRG will make application to the Mississippi Development Authority (the “**MDA**”) for the benefits provided by the Tourism Act;

WHEREAS, the Project will be a family oriented tourist and entertainment destination for the State of Mississippi and surrounding states and will create jobs and stimulate economic development throughout the region;

WHEREAS, the City of Gulfport (the “**City**”) has been advised of the Developer’s and GCRG’s investment for land, buildings, furniture, fixtures, equipment, inventory, engineering, architecture, and other related soft costs, which investment, for the purposes of the Tourism Incentive Program, will exceed the minimum investment required for a qualified tourism project; and

WHEREAS, the City is in full support of the Project and supports the application of the Developer and/or GCRG to the MDA for the Tourism Incentive Program.

NOW, THEREFORE, BE IT RESOLVED, by the Board as follows:

SECTION 1. All of the findings of fact made by Developer set forth in the preamble of this resolution shall be and the same hereby are found, declared, and adjudicated to be true and correct.

SECTION 2. The City hereby fully supports the Project and the application of the Developer and/or GCRG to the MDA for the Tourism Incentive Program and acknowledges that the maximum sales tax collection from the Project will be diverted to the Tourism Project Sales Tax Incentive Fund for a period of up to fifteen years for an amount not to exceed 30% of the total approved project costs as established by the MDA pursuant to the Tourism Incentive Program for the Project.

SECTION 3. The Mayor of the City is authorized to execute any and all necessary documents and clarifications required or requested by MDA for the qualification of the Project for the Tourism Incentive Program.

SECTION 4. Council Member _____ seconded the motion to adopt the foregoing resolution and the same being put to a roll call vote, the result was as follows:

Councilman Kenneth L. Casey, Sr.	voted: _____
Councilman Ron Roland	voted: _____
Councilwoman Ella Holmes-Hines	voted: _____
Councilman F.B. "Rusty" Walker, IV	voted: _____
Councilman Myles Sharp	voted: _____
Councilman Robert "R.Lee" Flowers	voted: _____
Councilwoman Cara L. Pucheu	voted: _____

The motion having received the affirmative vote of a majority of the members present, the President declared the motion _____ and the resolution _____ this, the _____ day of _____, 2018.

ADOPTED:

President

ATTEST:

Brittany Rodgers, Council Clerk

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

Billy Hewes, Mayor



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Legal

Date: 08/15/2018

Subject: Resolution - supporting the Markham Hotel Project, and acknowledging that sales tax collected from the Markham Hotel Project will be diverted to the Tourism Project Sales Tax Incentive Fund for a period of up to fifteen years pursuant to the Mississippi Tourism Project Sales Tax Incentive Program, and for related purposes.

Recommendation:

It came on for consideration the matter of showing support of the Markham Hotel, which will be a tourism project in the State of Mississippi, and acknowledging that sales tax collected from the facility will be diverted to the Tourism Project Sales Tax Incentive Fund for a period of up to fifteen years. After full consideration of the matter, Council member _____ offered and moved the adoption of the following resolution:

RESOLUTION NO. _____

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, SUPPORTING THE MARKHAM HOTEL PROJECT, AND ACKNOWLEDGING THAT SALES TAX COLLECTED FROM THE MARKHAM HOTEL PROJECT WILL BE DIVERTED TO THE TOURISM PROJECT SALES TAX INCENTIVE FUND FOR A PERIOD OF UP TO FIFTEEN YEARS PURSUANT TO THE MISSISSIPPI TOURISM PROJECT SALES TAX INCENTIVE PROGRAM, AND FOR RELATED PURPOSES.

WHEREAS, pursuant to the provisions of the Mississippi Tourism Project Sales Tax Incentive Program (the “**Tourism Incentive Program**”), as set forth in Sections 57-26-1, *et seq.*, Mississippi Code of 1972, as amended (the “**Tourism Act**”), GPMU, LP, a Virginia limited partnership (the “**Developer**”), proposes to develop the historic Markham building located in downtown Gulfport, Mississippi as a 124-room hotel with a pool and full-service restaurant (the “**Project**”) and in connection therewith will make application to the Mississippi Development Authority (the “**MDA**”) for the benefits provided by the Tourism Act; and

WHEREAS, the Project will be a tourist destination in the State of Mississippi and will create jobs and stimulate economic development throughout the region; and

WHEREAS, the City of Gulfport (the “**City**”) has been advised of the Developer’s investment for land, buildings, furniture, fixtures, equipment, inventory, engineering, architecture, and other related soft costs, which investment, for the purposes of the Tourism Incentive Program, will exceed the minimum investment required for a qualified tourism project; and

WHEREAS, the City is in full support of the Project and supports the application of the Developer to the MDA for the Tourism Incentive Program.

NOW, THEREFORE, BE IT RESOLVED, by the Board as follows:

SECTION 1. All of the findings of fact made by Developer set forth in the preamble of this resolution shall be and the same hereby are found, declared, and adjudicated to be true and correct.

SECTION 2. The City hereby fully supports the Project and the application of the Developer to the MDA for the Tourism Incentive Program and acknowledges that the maximum sales tax collection from the Project will be diverted to the Tourism Project Sales Tax Incentive Fund for a

period of up to fifteen years for an amount not to exceed 30% of the total approved project costs as established by the MDA pursuant to the Tourism Incentive Program for the Project.

SECTION 3. The Mayor of the City is authorized to execute any and all necessary documents and clarifications required or requested by MDA for the qualification of the Project for the Tourism Incentive Program.

SECTION 4. Council Member _____ seconded the motion to adopt the foregoing resolution and the same being put to a roll call vote, the result was as follows:

Councilman Kenneth L. Casey, Sr.	voted: _____
Councilman Ron Roland	voted: _____
Councilwoman Ella Holmes-Hines	voted: _____
Councilman F.B. "Rusty" Walker, IV	voted: _____
Councilman Myles Sharp	voted: _____
Councilman Robert "R.Lee" Flowers	voted: _____
Councilwoman Cara L. Pucheu	voted: _____

The motion having received the affirmative vote of a majority of the members present, the President declared the motion _____ and the resolution _____ this, the _____ day of _____, 2018.

ADOPTED:

President

ATTEST:

Brittany Rodgers, Council Clerk

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

Billy Hewes, Mayor



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Legal

Date: 08/16/2018

Subject: Resolution - authorizing the Gulfport Redevelopment Commission to exchange certain real property for certain other real property owned by the Coast Transit Authority, and for related purposes.

Recommendation:

It came on for consideration the matter of authorizing the Gulfport Redevelopment Commission to exchange certain real property for certain other real property owned by the Coast Transit Authority. After full consideration of the matter, Council member _____ offered and moved the adoption of the following resolution:

RESOLUTION NO. ____

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AUTHORIZING THE GULFPORT REDEVELOPMENT COMMISSION TO EXCHANGE CERTAIN REAL PROPERTY FOR CERTAIN OTHER REAL PROPERTY OWNED BY THE COAST TRANSIT AUTHORITY, AND FOR RELATED PURPOSES.

WHEREAS, the Gulfport Redevelopment Commission owns certain real property described on Exhibit A (the “**GRC Property**”) and depicted on the Lease Boundary Survey dated July 11, 2017, attached as Exhibit B (the “**Survey**”);

WHEREAS, the Mississippi Coast Transit Authority d/b/a Coast Transit Authority owns certain real property described on Exhibit C (the “**CTA Property**”) and depicted on the Survey;

WHEREAS, the GRC desires to transfer the GRC Property to CTA by executing a quitclaim deed in substantially the form of the Quitclaim Deed attached as Exhibit D (the “**GRC Quitclaim Deed**”);

WHEREAS, CTA desires to transfer the CTA Property to the GRC by executing a quitclaim deed in substantially the form of the Quitclaim Deed attached as Exhibit E (the “**CTA Quitclaim Deed**”);

NOW, THEREFORE, BE IT RESOLVED, by the Board as follows:

SECTION 1. The GRC is hereby authorized to transfer the GRC Property to CTA by executing the GRC Quitclaim Deed and by taking any other action that the GRC determines is necessary or advisable to accomplish such transfer.

SECTION 2. The GRC is hereby authorized to accept the CTA Property in accordance with the CTA Quitclaim Deed, and the GRC is authorized to take any other action that the GRC determines is necessary or advisable to accomplish such transfer.

SECTION 3. Council Member _____ seconded the motion to adopt the foregoing resolution and the same being put to a roll call vote, the result was as follows:

Councilman Kenneth L. Casey, Sr.	voted: ____
Councilman Ron Roland	voted: ____
Councilwoman Ella Holmes-Hines	voted: ____
Councilman F.B. “Rusty” Walker, IV	voted: ____
Councilman Myles Sharp	voted: ____
Councilman Robert “R.Lee” Flowers	voted: ____

Councilwoman Cara L. Pucheu

voted: _____

The motion having received the affirmative vote of a majority of the members present, the President declared the motion _____ and the resolution _____ this, the _____ day of _____, 2018.

ADOPTED:

President

ATTEST:

Brittany Rodgers, City Clerk

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

Billy Hewes, Mayor

Exhibit A
GRC Property Description

A Parcel situated in and being a portion of Lots 4, 5, 6 and 7, Block 184, Original Gulfport (Subdivision Plat Book 11, Page 9; Subdivision Copy Plat Book 4-A, Page 368), City of Gulfport, First Judicial District of Harrison County, Mississippi, said Lease Parcel also being located in a portion of property now or formerly to the Gulfport Redevelopment Commission (Harrison County Instrument# 2015-460-D-J1), and being more particularly described as follows:

Commence at the northeast corner of Lot 1, said Block 184, Original Gulfport, said point being referenced by a 1/2" iron rod found 0.21 feet north and 0.07 feet west of said northeast corner, said northeast corner being the intersection of the existing west right-of-way of 20th Avenue with the existing south right-of-way of 15th Street, said Point Of Commencement having grid coordinates N. 316162.98 and E. 904517.20 based on the Mississippi State Plane Coordinate System, East Zone, NAD 83 (in feet), coordinates and courses herein are grid values based on said coordinate system using a combined factor of (scale) 0.999957283 with a convergence angle of -00°07'40" (at the Point Of Commencement); thence S 00°01'57" W 77.49 feet along the east boundary of said Block 184, and also along said existing west right-of-way of 20th Avenue to a 1/2" iron rod set at the Point Of Beginning (N. 316085.49 and E. 904517.15); thence continue S 00°01'57" W 77.49 feet along the east boundary of said Block 184, and also along said existing west right-of-way of 20th Avenue to a 1/2" iron rod set at the southeast corner of said property now or formerly to the Gulfport Redevelopment Commission; thence N 89°59'58" W 73.91 feet along the south boundary of said property now or formerly to the Gulfport Redevelopment Commission to a 1/2" iron rod set at the southwest corner of said property now or formerly to the Gulfport Redevelopment Commission, said point being located on the east boundary of property now or formerly to Mississippi Coast Transit Authority a/k/a Coast Transit Authority (Harrison County Instrument# 2005-18868-D-J1); thence N 00°00'07" W 77.49 feet along said east boundary of property now or formerly to Mississippi Coast Transit Authority to a 1/2" iron rod set; thence S 89°59'58" E 73.95 feet to the said Point Of Beginning.

Said Parcel contains 5,729 square feet or 0.132 acre, more or less.

Exhibit B
Survey

Exhibit C
CTA Property Description

A parcel of land being a portion of now vacated 21st Avenue (Cause No. 24CHI:17-cv-00385-JS, as recorded in the Chancery Court of Harrison County, First Judicial District), also situated and being located in the NE 1/4, of the NE 1/4 of Section 9, Township 8 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows:

Commencing at the northeast corner of Lot 1, Block 183, Original Gulfport (Subdivision Plat Book 11, Page 9; Subdivision Copy Plat Book 4-A, Page 368), said point also being the intersection of the existing southern margin of 15th Street with the former west right-of-way of said 12th Avenue, said point being referenced by a Magnetic nail found North 0.06 feet and West 0.01 feet; thence N89°57'39" E 25.61 feet along said southern margin of 15th Street to a magnetic nail set, said point being the Point Of Beginning (said Point Of Beginning having grid coordinates N. 316162.96 and E. 904103.63 based on the Mississippi State Plane Coordinate System, East Zone, NAD 83 (in feet), coordinates and courses herein are grid values based on said coordinate system using a combined factor of (scale) 0.999957359 with a convergence angle of -00°07'43" (at the Point Of Beginning); thence N 89°57'39" E 25.61 feet along said southern margin of 15th Street to an "X" in concrete set, said point being the northwest corner of property now or formerly to Mississippi Coast Transportation Authority, A/K/A Coast Transit Authority (Deed Book 1632, Pages 186-188) (Hereafter CTA); thence S 00°00'09" W 225.06 feet along the west boundary of CTA to a Magnetic nail set, said point being the southwest corner of CTA; thence S 89°58'50" W 25.97 feet to a 1/2" iron rod set; thence N 00°05'43" E 225.05 feet to the said Point Of Beginning.

Said parcel of land contains 5,805 square feet, or 0.13 acre, more or less.

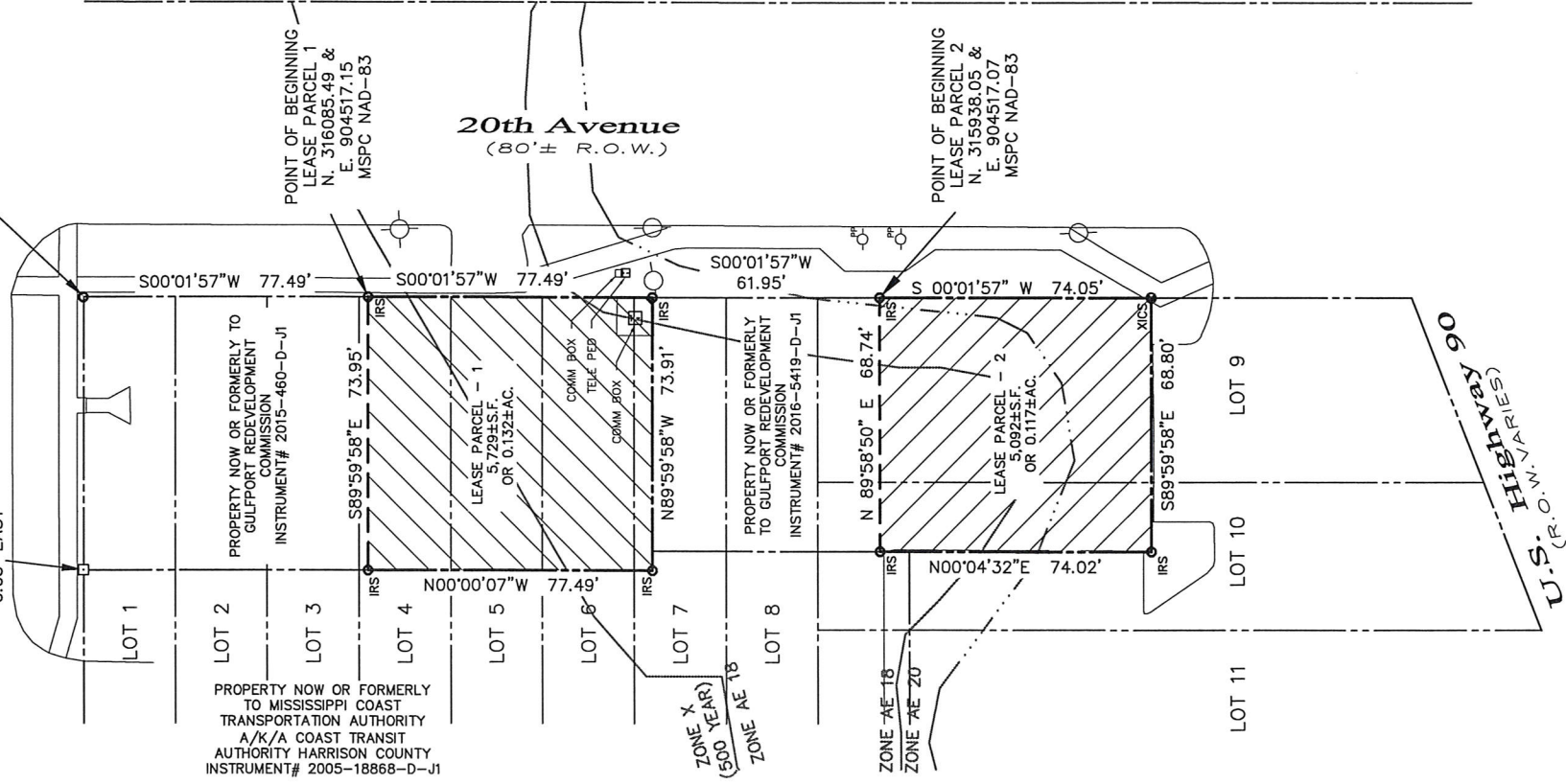
Exhibit D
GRC Quitclaim Deed

Exhibit E
CTA Quitclaim Deed

15th Street
(80'± R.O.W.)

POINT OF COMMENCEMENT
NORTH EAST CORNER OF BLOCK 184,
ORIGINAL GULFPORT
N. 316162.98 & E. 904517.20
MSPC NAD-83

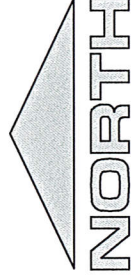
4" SQUARE CMF
0.14' NORTH &
0.03' EAST
REFERENCED BY A 1/2" IRF
0.21' NORTH & 0.07' WEST



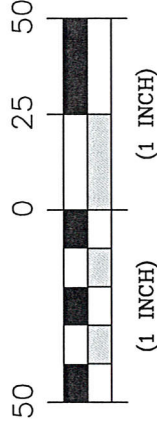
Bearings for this survey are grid bearings based on the following datum: NAD83 Mississippi State Plane Coordinates East Zone, US Foot derived by a Leica RTK 1200 series G.P.S. receiver with an in house fixed Base Station
Scale Factor = 0.999957283
Convergence Angle = -00°07'40" (at Point of Commencement)
N. 316162.98 & E. 904517.20

LEGEND

CMF = 4" square concrete monument found
IRF/IRS = 1/2" iron rod found/set
XCS = X-mark set in concrete
CP = computed point



GRAPHIC SCALE
(IN FEET)



The following flood zone statement is for information purposes only, and this surveyor assumes no liability for the correctness of the referenced flood map. In addition, the following flood zone statement does not represent this surveyors opinion of the probability of flooding.

NOTE: By graphical plotting only, this acquisition parcel is located entirely within "ZONE AE" BFE = 18 & 20; "ZONE X" (SHADED) (OTHER FLOOD AREAS) of the flood hazard boundary and flood insurance rate map.
Map No.: 28047C0377G
Map revised: June 16, 2009

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

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.

John Mark Otto
John Mark Otto, P.S.
MS. P.S. No. 02868
July 11, 2017



LEGAL DESCRIPTION: LEASE PARCEL 1

A Lease Parcel situated in and being a portion of Lots 4, 5, 6 and 7, Block 184, Original Gulfport (Subdivision Plat Book 11, Page 9; Subdivision Copy Plat Book 4-A, Page 368), City of Gulfport, First Judicial District of Harrison County, Mississippi, said Lease Parcel also being located in a portion of property now or formerly to the Gulfport Redevelopment Commission (Harrison County Instrument# 2015-460-D-J1), and being more particularly described as follows:

Commence at the northeast corner of Lot 1, said Block 184, Original Gulfport, said point being referenced by a 1/2" iron rod found 0.21 feet north and 0.07 feet west of said northeast corner, said northeast corner being the intersection of the existing west right-of-way of 20th Avenue with the existing south right-of-way of 15th Street, said Point Of Commencement having grid coordinates N. 316162.98 and E. 904517.20 based on the Mississippi State Plane Coordinate System, East Zone, NAD 83 (in feet), coordinates and courses herein are grid values based on said coordinate system using a combined factor of (scale) 0.999957283 with a convergence angle of -00°07'40" (at the Point Of Commencement); thence S 00°01'57" W 77.49 feet along the east boundary of said Block 184, and also along said existing west right-of-way of 20th Avenue to a 1/2" iron rod set at the Point Of Beginning (N. 316085.49 and E. 904517.15); thence continue S 00°01'57" W 77.49 feet along the east boundary of said Block 184, and also along said existing west right-of-way of 20th Avenue to a 1/2" iron rod set at the southeast corner of said property now or formerly to the Gulfport Redevelopment Commission; thence N 89°59'58" W 73.91 feet along the south boundary of said property now or formerly to the Gulfport Redevelopment Commission to a 1/2" iron rod set at the southwest corner of said property now or formerly to the Gulfport Redevelopment Commission, said point being located on the east boundary of property now or formerly to Mississippi Coast Transit Authority a/k/a Coast Transit Authority (Harrison County Instrument# 2005-18868-D-J1); thence N 00°00'07" W 77.49 feet along said east boundary of property now or formerly to Mississippi Coast Transit Authority to a 1/2" iron rod set; thence S 89°59'58" E 73.95 feet to the said Point Of Beginning.

Said Lease Parcel contains 5,729 square feet or 0.132 acre, more or less.

LEGAL DESCRIPTION: LEASE PARCEL 2

A Lease Parcel situated in and being a portion of Lots 9 and 10, Block 184, Original Gulfport (Subdivision Plat Book 11, Page 9; Subdivision Copy Plat Book 4-A, Page 368), City of Gulfport, First Judicial District of Harrison County, Mississippi, said Lease Parcel also being located in a portion of property now or formerly to the Gulfport Redevelopment Commission (Harrison County Instrument# 2016-5419-D-J1), and being more particularly described as follows:

Commence at the northeast corner of Lot 1, said Block 184, Original Gulfport, said point being referenced by a 1/2" iron rod found 0.21 feet north and 0.07 feet west of said northeast corner, said northeast corner being the intersection of the existing west right-of-way of 20th Avenue with the existing south right-of-way of 15th Street, said Point Of Commencement having grid coordinates N. 316162.98 and E. 904517.20 based on the Mississippi State Plane Coordinate System, East Zone, NAD 83 (in feet), coordinates and courses herein are grid values based on said coordinate system using a combined factor of (scale) 0.999957283 with a convergence angle of -00°07'40" (at the Point Of Commencement); thence S 00°01'57" W 216.93 feet along the east boundary of said Block 184, and also along said existing west right-of-way of 20th Avenue to a 1/2" iron rod set at the Point Of Beginning (N. 315938.05 and E. 904517.07); thence continue S 00°01'57" W 74.05 feet along the east boundary of said Block 184, and also along said existing west right-of-way of 20th Avenue to a 1/2" iron rod set at the southeast corner of said property now or formerly to the Gulfport Redevelopment Commission; thence N 89°59'58" W 68.80 feet along the south boundary of said property now or formerly to the Gulfport Redevelopment Commission to a 1/2" iron rod set at the southwest corner of said property now or formerly to the Gulfport Redevelopment Commission; thence N 00°00'07" W 74.02 feet along the west boundary of said property now or formerly to the Gulfport Redevelopment Commission to a 1/2" iron rod set; thence S 89°59'58" E 68.74 feet to the said Point Of Beginning.

Said Lease Parcel contains 5,092 square feet or 0.117 acre, more or less.

S:\3498\3498_LEASE PARCELS.dwg/plotted 07-11-17/J.M.O.

COAST TRANSIT AUTHORITY
GULFPORT REDEVELOPMENT COMMISSION
GULFPORT, MISSISSIPPI (BETWEEN 20TH AVE. AND 21ST AVE.)
LEASE BOUNDARY SURVEY

bma **BROWN, MITCHELL**
& ALEXANDER, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
www.bmaengineers.com

401 Cowan Road,
Suite A,
Gulfport, MS 39507
(228)864-7612
Fax(228)864-7676
796 Vieux Marche,
2nd Floor,
Biloxi, MS 39530
(228)436-7612
Fax.(228)436-7676

Space Above Line For Official Use Only

Instrument Prepared By and Return To: Heather L. Smith, MSB 103981 Butler Snow LLP 1300 25th Ave., Ste. 204 Gulfport, MS 39501 (228) 864-1170	Grantor: Gulfport Redevelopment Commission P.O. Box 1780 Gulfport, MS 39502-1780 228-868-5811	Grantee: Mississippi Coast Transit Authority d/b/a Coast Transit Authority 333 Debuys Road Gulfport, Mississippi 39507 228-896-8080
Indexing Instructions: A portion of Lots 4, 5, 6 and 7, Block 184, Original Gulfport (Subdivision Plat Book 11, Page 9; Subdivision Copy Plat Book 4-A, Page 368), City of Gulfport, First Judicial District of Harrison County, Mississippi		

STATE OF MISSISSIPPI
COUNTY OF HARRISON

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, GULFPORT REDEVELOPMENT COMMISSION, an Urban Renewal Agency of the City of Gulfport, formed under the “Urban Renewal Laws” of the State of Mississippi, Title 43, Chapter 35, Article I, Mississippi Code of 1972, as amended (“Grantor”), does hereby sell, convey, and quitclaim unto the MISSISSIPPI COAST TRANSIT D/B/A COAST TRANSIT AUTHORITY, a governmental entity of the State of Mississippi,

(“Grantee”), all of the Grantor’s right, title, and interest in and to the property (the “Property”) lying and being situated in the City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to wit:

See Exhibit “A” attached hereto and made a part hereof.

Together with all and singular rights, privileges, improvements and appurtenances to the same belonging or in any wise appertaining.

This conveyance is made subject to any and all reservations, restrictions, easements, exceptions, covenants, and conditions of record.

WITNESS THE SIGNATURE OF THE GRANTOR, this the ____ day of _____.
2018.

GULFPORT REDEVELOPMENT COMMISSION

Carole Lynn Meadows, Chairman

GULFPORT REDEVELOPMENT COMMISSION

By:
Its:

[NOTARY PAGES TO FOLLOW]

TITLE NOT EXAMINED NOR REQUESTED

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the _____ day of _____, 2018, CAROLE LYNN MEADOWS, Chairman, Gulfport Redevelopment Commission, who acknowledged to me that she signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as her free and voluntary act and deed after first being duly authorized to do so.

NOTARY PUBLIC

My Commission Expires:

[AFFIX NOTARIAL SEAL]

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the _____ day of _____, 2018, _____, _____, Gulfport Redevelopment Commission, who acknowledged to me that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as hIS free and voluntary act and deed after first being duly authorized to do so.

NOTARY PUBLIC

My Commission Expires:

[AFFIX NOTARIAL SEAL]

TITLE NOT EXAMINED NOR REQUESTED

Exhibit "A"

LEGAL DESCRIPTION:

A Parcel situated in and being a portion of Lots 4, 5, 6 and 7, Block 184, Original Gulfport (Subdivision Plat Book 11, Page 9; Subdivision Copy Plat Book 4-A, Page 368), City of Gulfport, First Judicial District of Harrison County, Mississippi, said Lease Parcel also being located in a portion of property now or formerly to the Gulfport Redevelopment Commission (Harrison County Instrument# 2015-460-D-J1), and being more particularly described as follows:

Commence at the northeast corner of Lot 1, said Block 184, Original Gulfport, said point being referenced by a 1/2" iron rod found 0.21 feet north and 0.07 feet west of said northeast corner, said northeast corner being the intersection of the existing west right-of-way of 20th Avenue with the existing south right-of-way of 15th Street, said Point Of Commencement having grid coordinates N. 316162.98 and E. 904517.20 based on the Mississippi State Plane Coordinate System, East Zone, NAD 83 (in feet), coordinates and courses herein are grid values based on said coordinate system using a combined factor of (scale) 0.999957283 with a convergence angle of -00°07'40" (at the Point Of Commencement); thence S 00°01'57" W 77.49 feet along the east boundary of said Block 184, and also along said existing west right-of-way of 20th Avenue to a 1/2" iron rod set at the Point Of Beginning (N. 316085.49 and E. 904517.15); thence continue S 00°01'57" W 77.49 feet along the east boundary of said Block 184, and also along said existing west right-of-way of 20th Avenue to a 1/2" iron rod set at the southeast corner of said property now or formerly to the Gulfport Redevelopment Commission; thence N 89°59'58" W 73.91 feet along the south boundary of said property now or formerly to the Gulfport Redevelopment Commission to a 1/2" iron rod set at the southwest corner of said property now or formerly to the Gulfport Redevelopment Commission, said point being located on the east boundary of property now or formerly to Mississippi Coast Transit Authority a/k/a Coast Transit Authority (Harrison County Instrument# 2005-18868-D-J1); thence N 00°00'07" W 77.49 feet along said east boundary of property now or formerly to Mississippi Coast Transit Authority to a 1/2" iron rod set; thence S 89°59'58" E 73.95 feet to the said Point Of Beginning.

Said Parcel contains 5,729 square feet or 0.132 acre, more or less.

TITLE NOT EXAMINED NOR REQUESTED

Space Above Line For Official Use Only

Instrument Prepared By and Return To: Heather L. Smith, MSB 103981 Butler Snow LLP 1300 25th Ave., Ste. 204 Gulfport, MS 39501 (228) 864-1170	Grantor: Mississippi Coast Transit Authority d/b/a Coast Transit Authority 333 Debuys Road Gulfport, Mississippi 39507 228-896-8080	Grantee: Gulfport Redevelopment Commission P.O. Box 1780 Gulfport, MS 39502-1780 228-868-5811
Indexing Instructions: Blocks 183, 186-187, Original Gulfport Subdivision, First Judicial District, Harrison County, Mississippi		

STATE OF MISSISSIPPI
COUNTY OF HARRISON

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, **MISSISSIPPI COAST TRANSIT D/B/A COAST TRANSIT AUTHORITY**, a local governmental entity, ("Grantor"), does hereby sell, convey, and quitclaim unto the **GULFPORT REDEVELOPMENT COMMISSION**, an Urban Renewal Agency of the City of Gulfport, formed under the "Urban Renewal Laws" of the State of Mississippi, Title 43, Chapter 35, Article I, Mississippi Code of 1972, as amended ("Grantee"), all of the Grantor's right, title, and interest in and to the property (the "Property") lying and

being situated in the City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to wit:

See Exhibit "A" attached hereto and made a part hereof.

Together with all and singular rights, privileges, improvements and appurtenances to the same belonging or in any wise appertaining.

This conveyance is made subject to any and all reservations, restrictions, easements, exceptions, covenants, and conditions of record.

The property is not part of the homestead of Grantor.

WITNESS THE SIGNATURE OF THE GRANTOR, this the ____ day of _____, 2018.

**MISSISSIPPI COAST TRANSIT AUTHORITY D/B/A
COAST TRANSIT AUTHORITY**

Jerry Dodge, Chairman

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the _____ day of _____, 2018, JERRY DODGE, Chairman, Mississippi Coast Transit Authority d/b/a Coast Transit Authority, who acknowledged to me that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed after first being duly authorized to do so.

NOTARY PUBLIC

My Commission Expires:

[AFFIX NOTARIAL SEAL]

TITLE NOT EXAMINED NOR REQUESTED

Exhibit "A"

LEGAL DESCRIPTION:

A parcel of land being a portion of now vacated 21st Avenue (Cause No. 24CHI:17-cv-00385-JS, as recorded in the Chancery Court of Harrison County, First Judicial District), also situated and being located in the NE 1/4, of the NE 1/4 of Section 9, Township 8 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows:

Commencing at the northeast corner of Lot 1, Block 183, Original Gulfport (Subdivision Plat Book 11, Page 9; Subdivision Copy Plat Book 4-A, Page 368), said point also being the intersection of the existing southern margin of 15th Street with the former west right-of-way of said 12st Avenue, said point being referenced by a Magnetic nail found North 0.06 feet and West 0.01 feet; thence N89°57'39" E 25.61 feet along said southern margin of 15th Street to a magnetic nail set, said point being the Point Of Beginning (said Point Of Beginning having grid coordinates N. 316162.96 and E. 904103.63 based on the Mississippi State Plane Coordinate System, East Zone, NAD 83 (in feet), coordinates and courses herein are grid values based on said coordinate system using a combined factor of (scale) 0.999957359 with a convergence angle of -00°07'43" (at the Point Of Beginning); thence N 89°57'39" E 25.61 feet along said southern margin of 15th Street to an "X" in concrete set, said point being the northwest corner of property now or formerly to Mississippi Coast Transportation Authority, A/K/A Coast Transit Authority (Deed Book 1632, Pages 186-188) (Hereafter CTA); thence S 00°00'09" W 225.06 feet along the west boundary of CTA to a Magnetic nail set, said point being the southwest corner of CTA; thence S 89°58'50" W 25.97 feet to a 1/2" iron rod set; thence N 00°05'43" E 225.05 feet to the said Point Of Beginning.

Said parcel of land contains 5,805 square feet, or 0.13 acre, more or less.

TITLE NOT EXAMINED NOR REQUESTED



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Brittany Rodgers, Clerk of Council
Purchasing

Date: 08/03/2018

Subject: Resolution - authorizing the Gulfport Redevelopment Commission to borrow up to \$4,500,000 in connection with the Elevated Structure Project, authorizing the transfer of certain real estate to the Gulfport Redevelopment Commission, and approving the Owner-Architect Agreement between the Gulfport Redevelopment Commission and LPK Architects, P.A., and for related purposes.

Recommendation:

It came on for consideration the matter of approving certain matters in connection with a multi-use elevated structure in the City of Gulfport. After full consideration of the matter, Council member _____ offered and moved the adoption of the following resolution:

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, (1) AUTHORIZING THE GULFPORT REDEVELOPMENT COMMISSION TO BORROW UP TO \$4,500,000 IN CONNECTION WITH THE ELEVATED STRUCTURE PROJECT, (2) AUTHORIZING THE TRANSFER OF CERTAIN REAL ESTATE TO THE GULFPORT REDEVELOPMENT COMMISSION, AND (3) APPROVING THE OWNER-ARCHITECT AGREEMENT BETWEEN THE GULFPORT REDEVELOPMENT COMMISSION AND LPK ARCHITECTS, P.A., AND FOR RELATED PURPOSES.

WHEREAS, the Gulfport Redevelopment Commission as the urban renewal agency of the City of Gulfport (the “**GRC**”) proposes to develop and construct a multi-level restaurant experience designed to promote tourism, family entertainment and fine dining experiences south of the Small Craft harbor in Gulfport, Mississippi (the “**Project**”); and

WHEREAS, Gulf Coast Restaurant Group, Inc, a Mississippi corporation (“**GCRG**”), has contracted with GRC for the purpose of leasing, operating and completing the development and construction of the Project in conjunction with the GRC;

WHEREAS, the GRC desires to borrow up to an aggregate principal amount of \$4,500,000 (the “**Loan**”) to fund the Project on terms to be negotiated by the GRC and its lender which will include certain credit support from GCRG and its owners; and

WHEREAS, the City of Gulfport (the “**City**”) desires to transfer its interest in certain real property, the description of which will be determined by survey (the “**Property**”), to the GRC in connection with the Project; and

WHEREAS, the GRC together with GCRG as an intended third party beneficiary with certain payment obligations as set forth therein desire to enter into an Owner-Architect Agreement together with the First Amendment with LPK Architects, P.A., in substantially the form set forth on Exhibit A (the “**Owner-Architect Agreement**”).

NOW, THEREFORE, BE IT RESOLVED, by the Board as follows:

SECTION 1. The GRC is hereby authorized to take any action it determines is necessary or advisable in order to consummate the Loan, including entering into a one or more agreements with any one or more lenders, and to agree to such other or additional terms as are deemed necessary or advisable by the GRC, the execution of any document evidencing such terms to be conclusive evidence of such determination; *provided however*, that the GRC is not authorized to offer, and the City will not, guarantee the Loan.

SECTION 2. The City is hereby authorized to convey and/or lease the Property to the GRC, subject to final approval by the Mayor, the City Council and the City Attorney of the area to be conveyed and/or leased, and the Mayor of the City is hereby authorized to execute any and all documents that the said Mayor and the City Attorney determines are necessary or advisable in order to consummate such transfer;

SECTION 3. LPK Architects, P.A. is hereby approved as the architect for the Project, and the City hereby consents to the GRC executing and performing under the Owner-Architect Agreement;

SECTION 4. Council Member _____ seconded the motion to adopt the foregoing resolution and the same being put to a roll call vote, the result was as follows:

Councilman Kenneth L. Casey, Sr.	voted: _____
Councilman Ron Roland	voted: _____
Councilwoman Ella Holmes-Hines	voted: _____
Councilman F.B. "Rusty" Walker, IV	voted: _____
Councilman Myles Sharp	voted: _____
Councilman Robert "R.Lee" Flowers	voted: _____
Councilwoman Cara L. Pucheu	voted: _____

The motion having received the affirmative vote of a majority of the members present, the President declared the motion _____ and the resolution _____ this, the _____ day of _____, 2018.

ADOPTED:

President

ATTEST:

Brittany Rodgers, Council Clerk

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

Billy Hewes, Mayor

Exhibit A
Owner-Architect Agreement

DRAFT AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the « » day of « » in the year «2018 »
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

«The Gulfport Redevelopment Commission »« »
«c/o Procurement Office»
«Attn: Connie Debenport, CPPB »
«1410 24th Avenue
Gulfport, MS 39501
Email: cdebenport@gulfport-ms.gov »

and the Architect:
(Name, legal status, address and other information)

«LPK Architects, P.A. »« »
«821 22nd Avenue »
«Meridian, MS 39301 »
«E: bluke@lpkarchitects.com »

for the following Project:
(Name, location and detailed description)

«Gulfport Municipal Marina Multi-Use Elevated Structure for the Gulfport
Redevelopment Commission (GRC) and Gulf Coast Restaurant Group, Inc (GCRG).
The contact for GCRG shall be as follows:
Kevin Fish
Gulf Coast Restaurant Group, Inc.
12068 Intraplex Pkwy
Gulfport, MS 39503
E: kevin.fish@gcrginc.com.»
« »
«>>

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in Exhibit A First Amendment To Owner-Architect Agreement:

(Complete Exhibit A, First Amendment To Owner-Architect Agreement, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

- « .1 The Project's physical characteristics: two (2) stories comprised of an open ground level with an elevated story above enclosing approximately 7,000 – 9,000 GSF of heated and cooled space with approximately 4,000 – 6,000 GSF of exterior balcony and deck space.
- .2 The Project's anticipated budget is \$4,500,000.
- .3 Design-Bid-Build is the Project's intended procurement and delivery method. »

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

«January 2019 »

- .2 Substantial Completion date:

«December 2019 »

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

«\$2,000,000 Aggregate, \$1,000,000 – Per Occurrence
\$5,000 Medical – Per Occurrence »

.2 Automobile Liability

«\$1,000,000 – Per Occurrence »

.3 Workers' Compensation and Employers' Liability

«
Workers' Compensation: at statutory limits
Employers' Liability: \$500,000 each accident, \$500,000 each employee, \$500,000
policy limit
»

.4 Professional Liability

«\$3,000,000 (Design Team Cumulative)– Per Occurrence
\$3,000,000 (Design Team Cumulative) - Aggregate »

.5 Promptly after Owner's request, the Architect shall provide certificates of insurance and endorsements to the Owner or its designee that evidence compliance with the requirements in this § 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary civil, landscape, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and

from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety

precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services are not included in Basic Services but may be required for the Project. The Architect shall provide Additional Services only if written prior approval is given, and the Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

« »

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or

- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 «Two » («2 ») reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 «Twenty-Four » («24 ») visits to the site by the Architect over the duration of the Project during construction
- .3 «Two » («2 ») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 «Two » («2 ») inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within «Twenty-Four » («24 ») months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 If the Owner and Architect determine that services of geotechnical engineers are necessary for the Project, the Owner shall furnish such services, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;

- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Architect and the Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants. The Owner may assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to the City of Gulfport, Mississippi or the GCRG.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

[☒] Litigation in a Harrison County, Mississippi court of competent jurisdiction

☐

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect. (GCRG is intended to benefit as the User/Tenant of the work and more specifically addressed in the contract between the Architect and GCRG.)

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

«Six Percent (6%) of the Cost of Work»

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

«Hourly rates per Exhibit B or a negotiated fee»

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

«Hourly rates per Exhibit B or a negotiated fee »

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus «ten » percent («10» %), or as otherwise stated below:

« »

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	«Thirty »	percent (	«30»	%)
Design Development Phase	«Twenty »	percent (	«20»	%)
Construction Documents Phase	«Twenty-Five »	percent (	«25 »	%)
Bidding or Negotiation Phase	«Five »	percent (	«5 »	%)
Construction Phase	«Twenty »	percent (	«20 »	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

«Exhibit B »

Employee or Category

Rate

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses with prior written approval are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;

- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus «Ten » percent («10 » %) of the approved expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as as negotiated prior to termination.

« »

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of «zero» (\$ «0.00») shall be made upon execution of this Agreement.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid «thirty» («30 ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

«Legal prevailing rate »

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

»

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 Exhibit A – First Amendment To Owner-Architect Agreement
- .3 Exhibit B – Hourly Rates

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

« »« »

(Printed name and title)

(Signature)

« »« »

(Printed name and title)

ARCHITECT

(Signature)

«Robert E. Luke, President »« »

(Printed name and title)

FEEDBACK

EXHIBIT A

FIRST AMENDMENT TO OWNER-ARCHITECT AGREEMENT

This First Amendment to Owner-Architect Agreement (this “**Amendment**”) is dated _____, 2018 to be effective as of _____ (the “**Effective Date**”) and is between the GULFPORT REDEVELOPMENT COMMISSION, the urban renewal agency for the City of Gulfport Mississippi (the “**Owner**”), and LPK ARCHITECTS, P.A., a Mississippi professional association (the “**Architect**”). Gulf Coast Restaurant Group, Inc., a Mississippi corporation (“**GCRG**”), joins in this Amendment as an intended third party beneficiary and for the purposes set forth in section 12.

WHEREAS, Owner and Contractor entered into an Owner-Architect Agreement, AIA Document B101-2007 dated _____ (the “**Agreement**”) pursuant to which the Architect agreed to provide certain services in connection with the Project (as that term is used in the Agreement);

WHEREAS, the parties desire to amend the Agreement and the General Conditions for the Contract for Construction, AIA Document A201-2007 (the “**General Conditions**”) to the extent that the General Conditions apply to or otherwise supplement the Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, and intending to be bound, the parties hereby agree as follows:

1. **Parties.** The following email addresses are hereby added to the Owner information on page 1 of the Agreement: “steve.hendrix@butlersnow.com” and “carole.meadows@mgccc.edu.”

2. **Initial Information.**

(a) Section 1.1.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

.2 The Project’s anticipated budget is \$3,986,955, as set forth on Exhibit A.

(b) The following subsections are hereby added to section 1.1 of the Agreement:

.4 The Owner identifies the following representative in accordance with § 5.3: Don Mason / dogmason@bellsouth.net

.5 The Architect identifies the following representative in accordance with § 2.3: Johnny Olsen / jolsen@lpkarchitects.com

.6 The Architect shall retain the following consultants under Basic Services:

.1 Structural Engineer: Simpkins & Costelli, Inc.

.2 Mechanical Engineer: Gulf States Engineering, Inc.

.3 Electrical Engineer: WELCON Electrical Consultants

3. **Architect’s Responsibilities.**

(a) The following language is hereby deleted in its entirety from section 2.5 of the Agreement:

“If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost”

(b) The term “occurrence” in section 2.5.4 of the Agreement is hereby deleted in its entirety and replaced with the term “claim.”

(c) The following new section is hereby added to the Agreement:

§ 2.5.6 To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. All insurance policies required under this Agreement will provide for at least 30 days' prior written notice to Owner before any policy reduction or cancellation for any reason other than non-payment of premium and at least ten days' prior written notice to Owner before cancellation due to non-payment of premium.

4. **Additional Services.** Section 4.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

§ 4.1 Additional Services are not included in Basic Services but may be required for the Project. The Architect shall provide Additional Services only if written prior approval is given by Owner, and the Owner shall compensate the Architect as provided in Section 11.2.

5. **Cost of the Work.**

(a) The term “make” in section 6.3 of the Agreement is hereby deleted in its entirety and replaced with the term “recommend.”

(b) The following new sections are hereby added to the Agreement, and the following sections apply notwithstanding anything to the contrary in the Agreement:

§ 6.8 The Architect and its consultants shall control the design so as to enable the Owner to have the Project constructed within the Budget Amount upon the initial design configuration and without subsequent need for substantial revision and/or rebidding. “**Budget Amount**” means \$3,582,170 and excludes the cost of financing, the Owner's administrative expenses, legal and accounting fees of Owner, the fees and expenses payable to Architect hereunder, the costs of consultants retained by Owner, and Owner's overhead and management expenses.

- § 6.9** In the event that the lowest responsive and responsible bid to construct the Project exceeds the Budget Amount, the Architect shall, at the Owner's request, revise the Construction Documents, at the Architect's sole expense, and perform all other services again as necessary to result in the Owner being able to have the Project constructed within the Budget Amount.
- § 6.10** Should the bid of the lowest bidder exceed the Budget Amount for construction of the Project, the Architect shall, at the Owner's request and at no cost to the Owner, redesign and rebid the Project so that it can be constructed within the Budget Amount. The Architect shall, also at no cost to Owner, assist the Owner in the evaluation of new bids and participate in pre-award and post-award conferences.
- § 6.11** Nothing in sections 6.8, 6.9, or 6.10 is intended to limit the Owner's rights described in section 6.6.
- § 6.12** Nothing in Sections 6.8, 6.9, 6.10, or 6.11 is intended to modify the limit of the Architect's responsibility under Article 6, or the Owner/GCRG's remedies, which is for the Architect to modify the Construction Documents as necessary to comply with Owner's Budget Amount for the construction of the Project.

6. **Copyrights and Licenses.** Section 7.3.1 of the Agreement is hereby deleted in its entirety.

7. **Claims and Disputes.**

(a) Section 8.1.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement within the period specified by applicable law.

(b) Section 8.1.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

§ 8.1.2 To the extent damages are covered by property insurance, Architect waives all rights against Owner and Owner's contractors, consultants, agents and employees for damages. Architect shall require of its contractors, consultants, agents and employees similar waivers in favor of the Owner.

8. **Mediation.** Section 8.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

§ 8.2 MEDIATION

- § 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement may be subject to nonbinding mediation upon request by the Owner. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.
- § 8.2.2 Any mediation shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint.
- § 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- § 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be by litigation in a Harrison County, Mississippi court of competent jurisdiction.
- § 8.2.5 Notwithstanding any other provisions of this Agreement, the Owner does not waive its right to a trial by jury.

9. **Miscellaneous Provisions.**

(a) Section 10.3 of the Agreement is hereby deleted in its entirety and replaced with the following:

§ 10.3 Owner and Architect bind themselves, and their respective agents, successors, assigns and legal representatives to this Agreement. Architect shall not assign this Agreement without the Owner's prior written consent.

(b) The following new section is hereby added to the Agreement:

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect

for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement. As used herein, the word “certify” or “certificates” shall mean an expression of the Architect’s professional opinion to the best of its information, knowledge and belief and does not constitute a warranty or guarantee by the Architect.

(c) Section 10.5 of the Agreement is hereby deleted in its entirety and replaced with the following:

§ 10.5 GCRG is an intended third party beneficiary of this Agreement.

(d) The following new section is hereby added to the Agreement:

§ 10.9 If any provision in this Agreement, the General Conditions (but only to the extent applicable to this Agreement), any of the Contract Documents, or any amendment to any of the foregoing, would result in the Owner violating any code, decree, injunction, judgment, law, opinion, order, ordinance, regulation, requirement, rule, or statute that is promulgated or issued by one or more governmental entities, including the Mississippi Attorney General (collectively, the “Laws”), then (1) that provision will be deemed to have been modified to the minimum extent necessary to bring the Owner into compliance with such Law, unless that modification is not permitted by Law, in which case that provision will be deemed to have been disregarded; (2) if a provision is deemed modified or disregarded in accordance with this section 10.9, then the rest of the agreement of which that provision is a part will remain in effect as written; and (3) any such provision will remain as written in circumstances other than those in which the provision would result in the Owner violating any Law. Notwithstanding other provisions of the Agreement and the Contract Documents, Owner specifically does not indemnify or hold harmless Architect or the Architect’s contractors, subcontractors, employees, agents, or anyone for whose acts Architect may be liable. Owner strictly enforces Miss. Code Ann. Sect. 31-5-41, as amended from time to time. Owner is not responsible for any acts committed by Architect, Contractor, or any other third person.

10. Compensation.

(a) The term “ten percent (10%)” in section 11.4 of the Agreement is hereby deleted in its entirety and replaced with the term “zero percent (0%).”

(b) The term “ten percent (10%)” in section 11.8.2 of the Agreement is hereby deleted in its entirety and replaced with the term “zero percent (0%).”

11. **Payments to the Architect.** Section 11.10.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

§ 11.10.1 An initial payment of ten dollars (\$10) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

12. **GCRG Involvement.**

(a) With respect to each provision in the Agreement or in the General Conditions (to the extent that the General Conditions are determined to apply to or otherwise supplement the Agreement) in which (1) the Architect is required to (A) notify, submit to, or otherwise communicate with the Owner; (B) obtain the Owner's consent; (C) consult with the Owner; (D) report to the Owner; (E) agree with the Owner; or (F) assist the Owner; or (2) the Owner is entitled to review, authorize, or approve any item, the term "Owner" in that provision is hereby deleted in its entirety and replaced with "Owner and GCRG," together with all reasonable conforming changes (e.g., subject-verb agreement), but only for the limited purpose described in this section 12. Owner shall designate Don Mason who shall have the authority to provide all consent, agreement and/or approvals as required by the Agreement or in the General Conditions, and the GCRG shall designate Kevin Fish who shall have the authority to provide all consent, agreement and/or approvals as required by the Agreement or in the General Conditions. The Owner and GCRG shall make all decisions so as not to delay the Project schedule. The Owner and GCRG both expressly recognize that the Architect shall have no responsibility and/or liability for any delay and/or other damages caused by the Owner and/or GCRG's failure to perform its responsibilities as set forth in the Agreement or the General Conditions including decisions and approvals in a timely manner.

(b) Notices or other communications under the Agreement to GCRG must be delivered using the information identified in section 1.

(c) GCRG is responsible for paying the Architect one-half of all amounts owed by the Owner to the Architect under the Agreement. If payments from the Owner and/or GCRG are delinquent after 45 days from the invoice date, then Architect, after giving seven (7) days written notice to the Owner and GCRG, may suspend services until the Owner and/or GCRG have paid in full all amounts due for services, expenses, and other related charges without recourse to the Owner and/or GCRG for loss or damage caused by such suspension.

(d) By executing this Amendment as set forth below, for good and valuable consideration, GCRG understands, and hereby agrees to, its obligations and responsibilities with respect to each provision in the Agreement or the General Conditions as set forth in Paragraph 12(a) above as well as its payment obligations as set forth in Paragraph 12(c) above.

13. **General Conditions.** To the extent that the General Conditions are determined to apply to or otherwise supplement the Agreement, the following provisions apply:

(a) **§ 10.2.8 – Injury or Damage to Person or Property.** Section 10.2.8 of the General Conditions is hereby deleted in its entirety to the extent that it applies to or otherwise supplements the Agreement and is hereby replaced with the following:

§ 10.2.8 If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time.

The notice shall provide sufficient detail to enable the other party to investigate the matter.

(b) § 10.3.3 – *Hazardous Materials*. Section 10.3.3 of the General Conditions is hereby deleted in its entirety to the extent that it applies to or otherwise supplements the Agreement.

(c) § 11.3.7 – *Waivers of Subrogation*. Every instance of the term “Owner” in Section 11.3.7 of the General Conditions is hereby deleted in its entirety to the extent that it applies to or otherwise supplements the Agreement, and all reasonable conforming changes (e.g., subject-verb agreement) are hereby deemed made.

(d) § 13.7 – *Time Limits on Claims*. Section 13.7 of the General Conditions is hereby deleted in its entirety to the extent that it applies to or otherwise supplements the Agreement and is hereby replaced with the following:

§ 13.7 TIME LIMITS ON CLAIMS.

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to this Contract within the period specified by applicable law.

(e) § 15.1.6 – *Consequential Damages*. Section 15.1.6 of the General Conditions is hereby deleted in its entirety to the extent that it applies to or otherwise supplements the Agreement.

(f) § 15.3 – *Mediation*. Section 15.3 of the General Conditions is hereby deleted in its entirety to the extent that it applies to or otherwise supplements the Agreement and is hereby replaced with the following:

§ 15.3 MEDIATION.

Claims, disputes, or other matters in controversy arising out of or related to the Owner-Architect Agreement dated effective as of June 12, 2018 shall be resolved in accordance with such Owner-Architect Agreement.

14. **Conflict of Terms.** If any term of this Amendment conflicts with the Agreement, the General Conditions (as amended), or any of the Contract Documents (as amended), this Amendment will control.

15. **Assignment.** The Architect shall not assign or transfer any of its rights, nor delegate any of its performance, under this Amendment, except with the Owner’s prior written consent. Any purported assignment of rights or delegation of performance in violation of this section 15 is void.

16. **Entire Agreement.** This Amendment, together with the Agreement and the General Conditions (to the extent that the General Conditions apply to or otherwise supplement the Agreement), constitute the entire understanding between the parties with respect to their subject matter and supersede all other agreements, whether written or oral, between the parties with respect to their subject matter.

17. **Governing Law.** This Amendment, and all actions, causes of action, or claims arising out of or relating to this Amendment, whether at law, in equity, in contract, in tort, or otherwise, will be governed by Mississippi law (without giving effect to its conflicts of law principles), including opinions of the Mississippi Attorney General.

Signatures are on the following page.

The parties are executing this Amendment to be effective as of the Effective Date.

LPK ARCHITECTS, P.A.

By: _____

Name: _____

Title: _____

THE GULFPORT REDEVELOPMENT COMMISSION.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

GCRG is an intended third party beneficiary of the Agreement and this Amendment. Therefore, GCRG hereby joins in the Agreement and this Amendment and hereby agrees to and consents to their terms, including section 12 of this Amendment and the obligation to pay half of all amounts owed by Owner to Architect pursuant to section 12(c).

GULF COAST RESTAURANT GROUP, INC.

By: _____

Name: _____

Title: _____

EXHIBIT A
Project Budget

July 10, 2018



**Gulfport Municipal Marina Elevated Structure - White Box
City of Gulfport**

Preliminary Opinion of Probable Cost
Schematic Design

ITEM	TOTAL
Exterior Walls	\$87,646
Exterior Half Wall	\$2,880
Elevators	\$200,000
Elevator Shaft Façade	\$19,125
Exterior Windows	\$90,610
Exterior Doors	
(1) 60x80-Aluminum	\$6,000
(4) 30x80-Aluminum	\$12,800
(5) 30x80-Hollow Metal	\$10,000
Aluminum Guardrails	\$134,800
Aluminum Handrails	\$3,075
Standing Seam Metal Roof	\$113,967
4" Roof Insulation	\$44,773
Exterior Louver Panels	\$159,030
Architectural Sub-Total	\$884,706
Civil	\$339,273
Landscape Allowance	\$40,000
Structural	\$1,366,163
Mechanical	\$120,000
Plumbing	\$30,000
Fire Suppression	\$44,000
Fire Alarm	\$26,000
Electrical	\$135,000
Construction Sub-Total	\$2,985,142
Contractor's Overhead (taxes, insurance and profit) - 20%	\$597,028
Sub-Total with Contractors Overhead	\$3,582,170
Contingency - 5%	\$179,109
Sub-Total with Contingency	\$3,761,279
A/E Fees - 6%	\$225,677
Total Project Estimate	\$3,986,955

LPK Architects, P.A. has no control over the cost of labor, materials, equipment or services furnished by the Contractor, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, or over inflation between the time this opinion of cost was prepared and the time the project is awarded for construction, therefore, LPK Architects, P.A. cannot and does not guarantee that proposals, bids or actual construction costs will not vary from our opinion or estimate of construction costs. This opinion of probable cost is intended for the use of the client only as an order of magnitude tool.

Exhibit B

Architectural Rates

Principal	\$225.00/Hour
Construction Administrator	\$175.00/Hour
Project Architect/Coordinator	\$150.00/Hour
Intern Architect/Auto Cad	\$100.00/Hour
Clerical Support	\$60.00/Hour

Rates are subject to change.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Public Works

Date: 08/12/2018

Subject: Resolution - accepting and approving Easement from the U.S. Air Force and the City of Gulfport whereby consent is granted for construction and maintenance of a water line over a U.S. Government gas line and authorizing the Mayor to execute the agreement on behalf of the City of Gulfport, 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 ACCEPT AND APPROVE EASEMENT FROM THE U.S. AIR FORCE AND THE
CITY OF GULFPORT WHEREBY CONSENT IS GRANTED FOR CONSTRUCTION
AND MAINTENANCE OF A WATER LINE OVER A U.S. GOVERNMENT GAS LINE
AND TO AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF
OF THE CITY OF GULFPORT, AND FOR RELATED PURPOSES**

WHEREAS, the City of Gulfport, as a part of its project to facilitate and improve metering of water usage at and within the Air National Guard Base, pursuant to authority granted by the US Air Force, installed an 8” inch water main that serves the Air National Guard Base in Gulfport; and

WHEREAS, the water line in question is designed to allow the City to “master meter” the water coming into the Air National Guard Base and to improve water pressure; and

WHEREAS, in order to grant an extension of consent for the line to remain in place for an extended period of time, the U.S. Government, by and through Keesler Air Force Base, requires that consents to cross the government’s easement extension be signed and executed; and

WHEREAS, the Air Force provided draft Consent Agreements between the Air Force and the City granting consent for the City to construct, use, maintain and control an 8” Water line that serves the Air National Guard Base, which Agreement, is attached hereto as Exhibit “A”.

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

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

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

AYES

NAYS

ABSENT

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



24 July 2018

Vectrus/CECR
508 L Street
Keesler AFB, MS 39534-2115

Mr. Wayne Miller, E.I.
Assistant City Engineer
The City of Gulfport
4050 Hewes Ave
Gulfport, MS 39507-3903

Dear Mr. Miller,

The consent to cross #USAF-AETC-MAHG-16-2-0187 which expired 30 September 2016, has finally been approved for 25 year term extension. This grants right-of-way to the City of Gulfport to construct, use, maintain, control, operate and repair an 8" C900 water main at Air National Guard Base, Gulfport MS.

The delay in this approval is result of an AF real property policy change, therefore we apologize for this delay. At this time, I request that you review and forward the 25-year extension document to Mayor for signature. When I receive executed document back, I will send one back to you for your files.

If you have any questions, please contact me at (228) 377-5865.

Sincerely,

David Robinson

DAVID ROBINSON
Realty Property Manager

David Robinson
Keesler AFB
Real Property Manager

508 L. Street
Keesler AFB, MS 39534
228-377-5865
DSN 597-5865

DEPARTMENT OF THE AIR FORCE CONSENT TO CROSS UNITED STATES GOVERNMENT EASEMENT AT

KEESLER AIR FORCE BASE, MS

KNOW ALL MEN BY THESE PRESENTS:

That the consent of the United States, acting by and through the United States Air Force ("Air Force"), under the authority of section 2668 of title 10, United States Code, is hereby granted to **City of Gulfport**, hereinafter designated as Grantee, to construct, use, maintain, control, operate and repair, for a term of **twenty-five (25)** years beginning on **1 October 2016** and ending on **September 30 2041**, a **8" C900 water main in order to properly master meter the water going into the Air National Guard (ANG) Base and to improve the water pressure in the area.**, herein referred to as "structure", across, over and under the lands where the United States has acquired a perpetual easement identified as Tract(s) No(s) **B, gas line R/W perpetual easement (Keesler Air Force Base, MS)** and which is recorded in Deed Book **245**, Page **31**, in the records of **Harrison** county, **MS**. The right-of-way for said structure for the purpose of this consent is specifically identified as Parcel(s), located as shown on **Exhibit "A"** attached hereto and made a part hereof and described as follows:

Beginning at NGS Control Monument designated as GPT B, PID Name AI27122 With a horizontal order of class "A" and coordinates in Mississippi State Plane East, with a scale factor of .99995613 and a convergence of -0 07 02.7. The coordinates being N 328485.7830, E 911107.7120, elevation of 22.4 feet; thence N 31° 38' 24"E 4,284.97 feet to the Point of Beginning of said easement to Keesler Air Force Base. Point of Beginning, coordinates being N 332133.8348, and E 913355.5151.

Thence S 45° 45' 57"E, 20.08 feet to a point, with coordinates of N 332119.7029, E 913369.7823, said line being parallel to the Keesler gas line; thence S 03° 03' 13"W 20.08 feet to a point with coordinates of N 332099.6475, E 913368.7124; thence N 45° 15' 57"W, 20.08 feet to a point with coordinates of N 332113.7829, E 913354.4452, said line being parallel to the Keesler gas line; Thence N 03° 03' 13"E 20.08 feet to the Point of Beginning.

Said parcel contains 432.64 square feet or 0.01 acres.

Survey and description prepared by the City of Gulfport Engineering Department. The survey and description was performed under the supervision of a professional surveyor licensed in Mississippi.

This consent is granted subject to the following conditions:

1. That it is understood that this consent is effective only insofar as the property rights of the United States in the land to be occupied are concerned, and that it does not relieve the Grantee from the necessity of obtaining grants from the owners of the fee and/or other interests therein.
2. That the proposed construction authorized herein shall not be commenced until appropriate rights shall have been obtained by the Grantee from the record owners and encumbrances of the fee title to the lands involved.
3. The consideration for this license will be the protection, care, and maintenance of the Premises.
4. That the exercise of the privileges hereby consented to shall be without cost or expense to the Air Force, under the general supervision and subject to the approval of the officer having immediate jurisdiction over the property, hereinafter referred to as "said officer," and subject to such regulations as may be prescribed by the Air Force, from time to time, including, but not limited to, the specific conditions, requirements and specifications set forth in **Exhibit "B"** attached hereto and made a part hereof.
5. That the Grantee shall supervise and maintain the said structure and cause it to be inspected at reasonable intervals, and shall immediately repair any damage found therein as a result of such inspection, or when requested by said officer to repair any defects. Upon completion of the installation of said structure or the making of any repairs thereto, the premises shall be restored immediately by the Grantee, at the Grantee's own expense, to the same condition as that in which they existed prior to the commencement of such work, to the satisfaction of said officer.
6. That any property of the United States damaged or destroyed by the Grantee incident to the exercise of the privileges hereby granted shall be promptly repaired or replaced by the Grantee to the satisfaction of the said officer or in lieu of such repair or replacement, the Grantee shall, if so required by the said officer and at his option, pay to the Air Force money in an amount sufficient to compensate for the loss sustained by the United States by reason of damage to or destruction of Government property.
7. That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the Grantee, or for damages to the property or injuries to the person of the Grantee, or the persons of Grantee's officers, agents, servants, or employees or others who may be on said premises at their invitation or the invitation of one of them arising from

governmental activities on or in the vicinity of the said premises, and the Grantee shall hold the United States harmless from any and all such claims.

8. That this consent is effective only as to the following rights of the United States in the lands hereinabove described.

9. That the United States shall in no case be liable for any damage or injury to the construction herein authorized which may be caused by any action of the Government, under the rights obtained in its easements, either hidden or known, or that may result from future operations under taken by the Government, and no claim or right to compensation shall accrue from such damage or injury, and if further operations of the United States require the alteration or removal of the structure herein authorized, the Grantee shall, upon due notice from (Civil Engineer, **Keesler** Air Force Base), alter or remove said structure without expense to the Government and subject to the supervision and approval of the officer having jurisdiction over the property and no claim for damages shall be made against the United States on account of such alterations or removal.

10. That construction and/or operation maintenance and use of said structure incident to the exercise of the privileges hereby granted shall be in such a manner as not to conflict with the rights of the Government, nor to interfere with the operations by the Government under such rights, nor to endanger lives and safety of the public.

11. That this consent may be terminated by the Secretary of the Air Force upon reasonable notice to the Grantee if the Secretary of the Air Force determines that installation of said structure to which consent is hereby granted interferes with the use of said land or any part thereof by the United States, and this consent may be annulled and forfeited by the declaration of the Secretary of the Air Force for failure to comply with any and all of the provisions and conditions of this consent, or for nonuse for a period of two years, or for abandonment.

12. That upon the relinquishment, termination, revocation, forfeiture or annulment of the consent herein granted, the Grantee shall vacate the premises, remove all property of the Grantee therefrom, and restore the premises to a condition satisfactory to the officers having immediate jurisdiction over the property. If the Grantee shall fail or neglect to remove said property and so restore the premises, then, at the option of the Secretary of the Air Force, the said property shall either become the property of the United States without compensation therefor, or the Secretary of the Air Force may cause it to be removed and the premises to be so restored at the expense of the Grantee, and no claim for damages against the United States, or its officers or agents, shall be created by or made on account of such removal and restoration.

13. That the terms and conditions of this consent shall extend to and be binding upon the heirs, successors and assigns of the Grantee.

14. That the Grantee within the limits of his respective legal powers shall comply with all Federal, interstate, state and/or local governmental regulations, conditions or instructions for the protection of the environment and all other matters as they relate to real property interests granted herein.

15. That the Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, vestiges, remains or objects of antiquity. In the event such items are discovered on the premises, the Grantee shall immediately notify the Civil Engineer, **Keesler** Air Force Base, and the site and the material shall be protected by the Grantee from further disturbance until a Professional examination of them can be made or until clearance to proceed is authorized by the Civil Engineer, **Keesler** Air Force Base.

16. Except as otherwise specifically provided, any reference herein to "Secretary", "Civil Engineer", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "Grantee" shall include assignees, transferees and their duly authorized representatives.

This consent is not subject to congressional notification requirements of section 2662 of title 10, United States Code.

In Witness Whereof, I have hereunto set my hand, by authority of the Secretary of the Air Force, this 18th day of July, 2018.

UNITED STATES OF AMERICA,
by authority of the Secretary of the Air Force



DEBRA A. LOVETTE, Colonel, USAF
Commander

ACCEPTANCE

The Grantee acknowledges delivery of this Consent to Cross United States Government Easement agrees to be bound by all the agreements, covenants, conditions, restrictions, and reservations contained in it.

DATE: _____, 2018

GRANTEE
City of Gulfport

By: _____

BILLY HEWES
Mayor

Attest:

ANG Water Line Easement (Keesler Gas Main)

Easement Description

Beginning at NGS Control Monument designated as GPT B, PID Name AI27122 With a horizontal order of class "A" and coordinates in Mississippi State Plane East, with a scale factor of .99995613 and a convergence of -0 07 02.7. The coordinates being N 328485.7830, E 911107.7120, elevation of 22.4 feet; thence N 31° 38' 24"E 4,284.97 feet to the Point of Beginning of said easement to Keesler Air Force Base. Point of Beginning, coordinates being N 332133.8348, and E 913355.5151.

Thence S 45° 45' 57"E, 20.08 feet to a point, with coordinates of N 332119.7029, E 913369.7823, said line being parallel to the Keesler gas line; thence S 03° 03' 13"W 20.08 feet to a point with coordinates of N 332099.6475, E 913368.7124; thence N 45° 15' 57"W, 20.08 feet to a point with coordinates of N 332113.7829, E 913354.4452, said line being parallel to the Keesler gas line; Thence N 03° 03' 13"E 20.08 feet to the Point of Beginning.

Said parcel contains 432.64 square feet or 0.01 acres.

Survey and description prepared by the City of Gulfport Engineering Department. The survey and description was performed under the supervision of a professional surveyor licensed in Mississippi.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Cheryl Millender, Manager
Human Resources

Date: 08/02/2018

Subject: Resolution - approving Agreement between the City of Gulfport and Mississippi Gulf Coast Community College, for Training Services for employees of the City of Gulfport, and authorizing the execution of the same by the Mayor 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 APPROVE AGREEMENT BETWEEN THE CITY OF GULFPORT AND
MISSISSIPPI GULF COAST COMMUNITY COLLEGE, FOR TRAINING SERVICES
FOR EMPLOYEES OF THE CITY OF GULFPORT, TO AUTHORIZE THE
EXECUTION OF THE SAME BY THE MAYOR AND FOR RELATED PURPOSES**

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

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

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

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

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

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

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

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

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

AYES

NAYS

ABSENT

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

WORKFORCE DEVELOPMENT TRAINING AGREEMENT

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

A. JUSTIFICATION AND TRAINING NEEDS:

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

B. COMPANY PROFILE AND TRAINING OBJECTIVES:

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

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

The City of Gulfport has requested a partnership with Mississippi Gulf Coast Community College and the Mississippi Community College Board to offer employee training on topics to include Computer Use & Application, Supervisory/Leadership and Employability to meet their training needs.

Any modifications to this agreement will require:

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

Account	Expense Category	Company	MCCB	Other	Totals
270-470R-62202	Part-time Instructor (30 hrs @ \$40/hr)	\$150.00	\$1,050.00		\$1,200.00
					\$0.00
	Total Salary	\$150.00	\$1,050.00		\$1,200.00
	Unemployment (1% of 1st 6000)	\$12.00			\$12.00
	Retirement (.1575)				\$0.00
	FICA (.0765)	\$92.00			\$92.00
	Workman's Comp (.0049)	\$6.00			\$6.00
	Life Insurance (3.6 x 12 x 2)				\$0.00
	Health Insurance (356 x 12 x 2)				\$0.00
	Total Benefits	\$110.00	\$0.00	\$0.00	\$110.00
	Total Benefits and Salary	\$260.00	\$1,050.00	\$0.00	\$1,310.00
71710	Contractual Flow Through (50 hours @\$35/hour)	\$0.00	\$1,750.00	\$0.00	\$1,750.00
72100	Supplies for MGCCC-led classes	\$0.00	\$0.00	\$0.00	\$0.00
	Sub Total	260.00	2,800.00	0.00	3,060.00
71701	Shared Costs (20%)(minium of \$400)	\$400.00			\$400.00
					\$0.00
	Grand Totals	660.00	2,800.00	0.00	3,460.00

C. THE COMPANY WILL:

1. Request reimbursement for the agreed upon training hours from MGCCC at least every 60 days to allow the college to request training reimbursement from the MCCB.
2. Be in compliance with E-Verify as specified in the Mississippi Employment Protection Act.
3. Allow Cheryl Millender or her designee to provide for direct supervision, coordination, and implementation requirements for the training program as described in this agreement.
4. Provide information as requested by the State of Mississippi to document training efforts and results including the:
 - a. State Unemployment Tax Identification number (64-6000413)
 - b. Federal Tax Identification number (9200169000).
5. Select and schedule trainees from the appropriate departments.
6. Meet MCCB requirements for funding and furnish the college with appropriate training

documentation including but not limited to:

- a. Completed college registration forms which includes social security numbers,
 - b. Daily sign in sheets showing attendance, and
 - c. Student evaluations of instruction.
7. Provide an average class size of ten (10) trainees for the duration of the project. However, no class with less than five (5) Mississippi residents in good financial standing with the college can be funded. Any exception to this policy must be approved by the Executive Director of the MCCB or his/her designee.
 8. Provide descriptions and training objectives for classes.
 9. Provide documentation of all salary amounts to ensure that reimbursement amount does not exceed the amount requested.
 10. Be responsible for all costs incurred for the purpose of conducting this training effort not reimbursed by the MCCB.

D. MGCCC WILL:

1. Ensure requisitions will be done at least every 60 days to MCCB.
2. Be in compliance with E-verify as specified in the Mississippi Employment Protection Act.
3. Work with industry to ensure compliance with the Mississippi Employment Protection Act for industries participating in basic skills, consortia, and open to the public projects.
4. Provide Gayle Brown or his designee to directly implement, supervise, coordinate, and monitor the training program as described in this training agreement.
5. Provide administrative and fiscal controls to properly account for all funds received.
6. Enter registration and accountability data for all students participating in training.
7. Make applications for reimbursement of training funds on behalf of City of Gulfport-HR.

E. THE MCCB WILL:

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

F. EVALUATION:

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

G. METHOD OF PAYMENT:



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

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

Invoices and check reimbursements will be mailed to:

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

Direct reimbursement invoices and class documentation will be delivered to:

Mississippi Gulf Coast Community College
Attn: Gayle Brown
10298 Express Drive
Gulfport, MS 39503
228.897.4368
Fax 228.897.4375

Accounts Payable will be mailed to:

Mississippi Gulf Coast Community College
Attn: Louise Brown
Accounts Receivable
PO Box 609
Perkinston, MS 39573
601.928.6278
Fax 601.928.8495

Due to the close of the fiscal year on June 30, 2019, no invoices for training will be accepted after June 15, 2019. Direct reimbursement training occurring between June 16 and June 30, 2019 will not be processed nor reimbursed.

Cost share calculations will be assessed on the total value of the project using the following thresholds: \$=>50,000 =10%; \$5,000 to \$49,999 = 15%; <\$5000 = 20% or \$400 flat fee, whichever is more.

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

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

H. SIGNATURES:

THE ABOVE IDENTIFIED PARTIES ARE IN AGREEMENT WITH THE TRAINING PLAN AS DESCRIBED HEREWITHIN AND UNDERSTAND THEIR INVOLVEMENT FOR THE PROGRAM DEVELOPMENT AND OPERATION. IT IS UNDERSTOOD BY ALL PARTIES THAT THIS AGREEMENT IS NOT A BINDING CONTRACT BUT A PROCEDURAL DOCUMENT FOR THE DEVELOPMENT AND OPERATION OF THE TRAINING AGREEMENT DESCRIBED HEREWITHIN AND ANY DEVIATION FROM THIS AGREEMENT WITHOUT APPROVED MODIFICATION MAY VOID AND TERMINATE ANY TRAINING PROGRAM ASSISTANCE FROM THE COLLEGE AND/OR STATE. FURTHER, IT IS UNDERSTOOD THAT THIS TRAINING PROGRAM WILL OPERATE PROVIDED THAT FUNDS REMAIN AVAILABLE UNDER THE CURRENT BUDGET LEVEL FOR THE FISCAL YEAR. THIS TRAINING AGREEMENT IS EFFECTIVE BEGINNING JULY 1, 2018 AND WILL END ON JUNE 30, 2019.

City of Gulfport
Billy Hewes
Mayor

Date

MGCCC
Brock Clark
Dean of Workforce Education

Date

MGCCC
Dr. Jonathan Woodward
Executive Vice President, Teaching and Learning

Date

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

Compliance with Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, Title II of the Age Discrimination Act and Title IX of the Education Amendments of 1972 is coordinated by Dr. Michael Heindl, Vice-President for Administration and



Finance, Perkinston Campus, P. O. Box 609, Perkinston, Mississippi 39573, telephone number 601-928-5211, email address Michael.heindl@mgccc.edu



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Human Resources

Date: 08/15/2018

Subject: Resolution - approving Agreement between the City of Gulfport and Automation Personnel Services, Inc., for staffing services for the City of Gulfport, authorizing the execution and delivery of the same by the Mayor 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 APPROVE AGREEMENT BETWEEN THE CITY OF GULFPORT AND
AUTOMATION PERSONNEL SERVICES, INC., FOR STAFFING SERVICES FOR
THE CITY OF GULFPORT, TO AUTHORIZE THE EXECUTION AND DELIVERY OF
THE SAME BY THE MAYOR AND FOR RELATED PURPOSES**

WHEREAS, from time to time, the City of Gulfport has a need for temporary staffing and has found that obtaining the same via a temporary staffing company is the most efficient means of meeting the needs of the City department's temporary staffing requirements; and

WHEREAS, Automation Personnel Services, Inc., has been selected as one of several companies to provide temporary staffing services to the City of Gulfport; and

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

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

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

SECTION 2. That the AGREEMENT FOR STAFFING SERVICES by and between the City of Gulfport and Automation Personnel Services, Inc., be and it is hereby approved in the same form as is found in Exhibit "A" to this resolution, and the Mayor be, and he is hereby, authorized to execute and deliver the same on behalf of the City of Gulfport.

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

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

AYES

NAYS

ABSENT

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



Staffing Services Agreement

It is hereby agreed by and between Automation Personnel Services, Inc. ("Automation") and **The City of Gulfport** ("Client") on this date **8/13/2018**.

Client Agrees:

1. Not to permit assigned Automation employees ("Associates") to drive any vehicles without Automation's written consent. This provision does not include lift trucks or other similar purpose vehicles operated within the Client's facility.
2. Not to entrust Associates with cash, negotiable instruments, or other valuable property without Automation's written consent.
3. To supervise Associates within the Client's facility.
4. Not hire or offer to hire any Associate placed at the Client's facility until the Associate has completed 520 hours work at the Client's facility. If Client violates this paragraph, Client shall pay Automation a fee of 10 percent of the Associate's annualized compensation.
5. To provide Associates a safe workplace and necessary training to perform the assigned jobs.
6. If Associates work more than 40 hours in any week, they are entitled to overtime compensation as provided by law. Client agrees to an increased bill rate to reflect such additional compensation plus the applicable markup.
7. To notify Automation immediately in the event of an Associate injury.
8. To a four-hour minimum charge once an Associate reports for an assignment.
9. As Client supervises Associates and Associates work at Client's facility, Client is responsible for on-the-job training, safety training, and OSHA recordkeeping. Client also agrees to share training documents and OSHA logs with Automation, should Automation be required to produce the same.

Automation Agrees:

1. At the Client's request, to provide Client with Associates screened for such skills and abilities as Client requires.
2. To assume full responsibility for paying, withholding, and transmitting payroll taxes; making unemployment contributions; and handling unemployment and workers' compensation claims involving Associates with respect to the compensation that Automation has agreed to pay, and Automation shall indemnify Client in connection therewith.
3. If the Client notifies Automation within the first 4 hours of an Associate's assignment that the Client is not satisfied, Automation will cancel the Associate's assignment and not charge for the assignment.

Special Requirements and Integration:

Any special requirements are detailed on the attached Exhibit A. Check this box if Exhibit A is attached ☒. This Agreement, along with Exhibit A, if any, and the Automation Safety Partnership letter, make up the entire contract between Automation and Client.

Pricing*

It is agreed that the pricing for all Associates provided under this agreement shall be at **1.37 & 1.42** times the agreed pay rate per hour. Invoices shall reflect the total hours worked and the price per hour. **Automation's Technical Services Division has a separate pricing structure and, if checked, is attached* ☐.

Payment Terms:

Automation will invoice Client weekly. Payment shall be due on receipt of invoice, unless Automation otherwise agrees in writing. Client agrees to pay late charges on any unpaid balances after 30 days from the invoice date at the rate of 1.5 percent per month. In the event of nonpayment, Client agrees to pay all cost of collection including reasonable attorneys' fees.

Credit:

Client authorizes Automation to make inquiries of commercial credit services and any references Client provided as Automation deems necessary to assess the Client's credit worthiness. This Agreement's final acceptance and any payment terms are subject to Automation's approval of Client's credit.

Equal Opportunity

Automation and Client affirm and agree they are equal employment opportunity employers and comply with all applicable anti-discrimination laws, rules, and regulations. Client and Automation agree not to harass, discriminate against, or retaliate against any employee of either party because of his or her race, national origin, age, sex religion, disability, marital status or other category protected by law; nor shall either party cause or request the other party to engage in such discrimination, harassment, or retaliation against any employee of either party. In the event of any complaint of unlawful discrimination, harassment, or retaliation by any Associate, Client and Automation agree to cooperate in the prompt investigation and resolution of such complaint.

Automation Personnel Services, Inc.

**The City of Gulfport
Client**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



EXHIBIT A

POSITION

CLEAN UP CREW WORKER / EVENTS	1.37
SKILLED LABORER	1.42
CLERICAL, ADMINISTRATIVE, & ENGINEERING	1.42



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Legal

Date: 07/12/2018

Subject: Resolution - approving Legal Services Agreement with Dukes, Dukes, Keating & Faneca, PA, for Legal Services in connection with Opioid litigation, 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 APPROVING LEGAL SERVICES AGREEMENT WITH DUKES, DUKES, KEATING & FANCA, PA, FOR LEGAL SERVICES IN CONNECTION WITH OPIOD LITIGATION, AND FOR RELATED PURPOSES

WHEREAS, previously, and pursuant to authorization of the Governing Authorities, the City entered into agreements with the Gulfport law firm of Dukes, Dukes, Keating & Faneca, PA (DDKF), to provide certain and various legal services to the City of Gulfport; and

WHEREAS, the City now desires to pursue pursuit of certain and various entities concerning the opiod crisis in our country and, most critically, in our community and, further, desires to engage the law firm of Dukes, Dukes, Keating & Faneca, PA, to represent the City with respect to the same; and

WHEREAS, it is necessary that the City Council approve a Legal Services Agreement between the City and DDKF concerning the pursuit of certain and various claims related to opiod use in our community and, accordingly, a proposed Legal Services Agreement concerning the same is attached hereto as Exhibit “A” for consideration and approval.

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 Legal Services Agreement between DDKF and the City as attached hereto as Exhibit “A” be and the same is hereby found to be in the best interest of the

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

SECTION 3. That this Resolution shall be in effect immediately after 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

LEGAL SERVICES AGREEMENT

This Legal Services Agreement ("Agreement") is entered into by and between The City of Gulfport ("Client"), having an address of P.O. Box 1780, Gulfport, MS 39502-1780, and Dukes, Dukes, Keating and Faneca, P.A. ("Law Firm"), having an address of Post Office Drawer W, Gulfport, Mississippi 39502.

Recitals

A. Client desires to retain the Law Firm to render certain legal services under the terms and conditions of this Agreement.

B. The Law Firm agrees to perform certain services for Client under the terms and conditions of this Agreement.

Agreement

In consideration of the covenants and promises herein provided, the actions taken pursuant thereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and the Law Firm agree as follows:

1. **Description of Services.** The services to be provided by the Law Firm shall include, but not be limited to, advice, representation, pursuit and prosecution of claims, lawsuits, and any appeals, and other legal services and assistance regarding claims and/or actions on behalf of the City of Gulfport, Mississippi, against Purdue Pharma, L.P., Purdue Pharma, Inc., The Purdue Frederick Company, Cephalon, Inc., Teva Pharmaceutical Industries, LTD, Teva Pharmaceuticals USA, Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals, Inc., Janssen Pharmaceutica, Inc., n/k/a Janssen Pharmaceuticals, Inc., Endo Health Solutions, Inc., Endo Pharmaceuticals, Inc., Allergan PLC f/k/a Actavis, PLC, Watson Pharmaceuticals, Inc. n/k/a Actavis, Inc., Watson Laboratories, Inc., Actavis, LLC, Actavis Pharma, Inc. a/k/a Watson Pharma, Inc., Insys Therapeutics, Inc., Mallinkrodt PLC, Mallinkrodt, LLC, Amerisourcebergin Drug Corporation, Cardinal Health, Inc., McKesson Corporation and any other entities and individuals involved in or responsible or liable for the opioid epidemic arising out of or related to the manufacture, marketing, distribution, prescription and sale of opioids, including, but not limited to, brand-name drugs like OxyContin, Vicodin, Opana, Percocet, Percodan, Avinza, Dilaudid (hydromorphone), Demerol (meperidine) Morphine and generics like oxymorphone, codeine, oxycodone/acetaminophen and hydrocodone/acetaminophen (Norco), which are powerful narcotic painkillers, and for the manufacture, marketing, distribution, prescription and sale of opioids, including, but not limited to, brand-name drugs like Fentanyl, Fentora, Duragesic, Ultram and Ultracet (herein individually "Defendant" and collectively "Defendants") for recovery of damages and losses sustained by the City of Gulfport, Mississippi, as a result thereof or in any way related thereto. It is agreed and understood that expressions on the part of the Law Firm concerning the outcome of any specific legal matter are expressions of the Law Firm's best professional judgment and are not guarantees of any particular result. Such opinions and advice are necessarily limited by the knowledge of the facts and are based upon the state of

the law at the time they are expressed. It is further understood that the Law Firm has given no opinion of the outcome of this litigation to the City.

2. **Commencement of Agreement.** This Agreement shall commence upon the execution thereof by Client and Law Firm and shall, unless terminated as set forth herein, continue through the prosecution of the claims or lawsuits noted herein.

3. **Termination.** Either party may terminate this Agreement at any time for any reason (or no reason) by giving the other party thirty (30) days written notice of termination, with the exception that in the event the Law Firm must request that it be allowed to withdraw as the attorney of record in this matter, Client agrees to assist with the Law Firm's pursuit to withdraw as attorney of record in any court proceedings as may reasonably be needed or required (e.g., execution of any motion to withdraw, etc.), and without cost to Client, even if those activities take place after the termination date of the Agreement. In the event the Agreement is terminated and unless otherwise agreed to by the parties, Client shall compensate Law Firm for all out of pocket expenses approved and incurred through the date of termination and 25% of any pending offer made by any of the Defendants at the time of termination which is subsequently accepted by the Client.

4. **Compensation.** Client shall pay to the Law Firm 25% of gross funds which are received by the City with the Law Firm's assistance in connection with the City's claims against any Defendant or Defendants or any individual or entity liable for the above referenced opioid epidemic or any other claim or action related thereto pursued by Law Firm on behalf of Client and with Client's pre-approval, whether from a settlement, judgment, or verdict. Any and all settlement or claims funds or funds paid pursuant to a verdict or judgment shall be paid directly to the City. The City agrees to compensate the Law Firm, as set forth herein, which shall include the 25% percentage of such recovery or funds (as delineated in this Paragraph) within 30 days of receipt of any such funds. It is expressly understood by and between the parties hereto that if the City does not recover funds from the Defendants or those who are responsible or liable for the subject opioid epidemic, the City shall not compensate the Law Firm under or pursuant to this Agreement, except as set forth herein concerning properly approved outside vendors/out of pocket expenses. In addition to such contingency legal fees, and as further set out in this Agreement and on such noted terms and conditions, Client shall compensate the Law Firm for expenses and costs normally associated with representations of this kind including, but not limited to, travel expenses, courier services, photocopying, postage and shipping, and other out-of-pocket expenses incurred on behalf of Client. The Law Firm shall submit detailed billing statements pertaining to out of pocket expenses to Client on a quarterly basis, and, subject to and conditioned on adherence to and compliance with the pre-approval authority process set out elsewhere herein, Client shall pay the Law Firm within forty-five (45) days of Client's receipt of detailed billing invoices submitted by the Law Firm.

5. **Outside Vendors/Out of Pocket Expenses.** From time to time it may be necessary to utilize the services of outside vendors (persons with specialized knowledge in specific fields applicable to the case such as medical experts, economists, vocational consultants, law enforcement consultants and medical case managers) and to incur certain other out of pocket

expenses. Services provided by outside vendors are a direct expense and will be billed to Client at actual cost and are subject to pre-approval conditions set out elsewhere in this Agreement.

6. **Pre-Approval for Out of Pocket Expenses and Retention of Experts.** Prior to incurring out of pocket expenses or any expenses which will otherwise be charged to or on behalf of the Client, Law Firm shall obtain prior approval from Client for all "one time" expenses and fees incurred by Law Firm and on behalf of Client in excess of \$100.00 and for all such expenses, and fees that are reasonably and typically incurred on a "recurring basis by Law Firm which exceed \$500.00 e.g., normal office photocopies, postage, and the like). The only exception to this are reasonable fees or costs incurred in connection with photocopying and postage. It is expressly agreed to by the Parties that copy charges shall not be more than \$0.10 a page. Depending upon the fees, Client may be required to advance the cost of retaining experts. However, the Client must pre-approve the hiring or retention of any expert prior to any expense or fees being incurred by Client. The retention of services of any individual or entity to assist Law Firm with the provision of services herein must be pre-approved by the Client.

7. **Relationship of the Parties.** Client and the Law Firm understand and agree that all services to be provided by the Law Firm under this Agreement shall be performed by it as an independent contractor and not as an employee of Client.

8. **Taxes.** Client and the Law Firm acknowledge and agree that the Law Firm will be solely and completely responsible for any and all taxes due and owing to any governmental entity or agency (local, state and/or federal) on any monies or compensation received by the Law Firm from Client under this Agreement. Law Firm makes no representations concerning tax consequences to the Client regarding any payment by any Defendant.

9. **Compliance with Legal Obligations.** The Law Firm agrees that, in rendering services to Client under this Agreement, it shall comply with all legal requirements of any kind.

10. **Record Retention.** The Law Firm represents it will maintain files related to this Agreement, which in the sole professional judgment of the Law Firm, it determines are necessary. After the representation ends, or a file is closed, the Law Firm will maintain or destroy the files in accordance with the Law Firm's then-existing records retention policy, provided Law Firm first provides notice of its intention to destroy files at least ninety (90) days in advance of destruction and provides Client the opportunity to photocopy or obtain an electronic copy of all files or a portion thereof at reasonable copy cost to Client. During the period in which the Law Firm maintains the files, Client may request to examine the files and to copy documents at any time. At this time, the Law Firm has a records retention policy to destroy all files within one year after the representation unless requested otherwise.

11. **Severability.** Should any clause, portion or section of this Agreement be unenforceable or invalid for any reason, Client and the Law Firm acknowledge and agree that such unenforceability or invalidity shall not affect the enforceability or validity of the remainder of the Agreement.

12. **Governing Law.** Client and the Law Firm acknowledge and agree that this Agreement shall be construed in accordance with the laws of the State of Mississippi.

13. **Entire Agreement and Amendments.** This Agreement constitutes the entire agreement of the parties and supersedes and cancels all previous written or oral agreements or representations relating to the subject matter hereof. This Agreement may not be amended, supplemented or modified except by a written document signed by the Client and the Law Firm.

14. **Successors.** This Agreement shall inure to the benefit of and may be enforced by the Client (or "City"), its successors and assigns, and shall be binding upon the Law Firm, its executors, administrators, heirs, and other successors in interest. The Law Firm's rights and obligations under this Agreement are not assignable.

15. **Confidentiality.** The Law Firm agrees to keep confidential and not use or disclose, except in furtherance of the purposes of this representation of the Client, any confidential information that the Law Firm may acquire during the term of, and in the course of, or as a result of, its representation of the Client.

16. **Professional Legal Services.** Upon engagement, the Law Firm shall represent the City and perform the legal services requested ("project") in a professional manner that conforms to high and ethical standards of the legal profession in the community and in the State of Mississippi. The Client understands and agrees that the Law Firm reserves and is hereby granted the right to employ the firm of Reeves & Mestayer, PLLC as additional counsel, within the foregoing fee arrangement, at the sole expense of the Law Firm. The Law Firm shall promptly advise the City should a conflict of interest or other ethical problem be found to exist or should the Law Firm deem that it is not qualified or for any reason cannot adequately provide the representation or services requested.

17. **Waiver/Remedies.** Failure to enforce any provision of this Agreement shall not constitute a waiver of rights to subsequently enforce this Agreement by either party.

18. **Independent Contractor.** The Law Firm certifies that its attorneys who will provide representation and/or services under this Agreement shall be licensed, certified, experienced, qualified and able to perform any and all such services. This is a professional service contract in which the Law Firm and its attorneys shall be independent contractors with the City and not employees of the City. The Law Firm and its attorneys and staff shall not turn over or disseminate any information furnished by City or any attorney work product in any way in connection with services under this Agreement to any other person or party without written permission from City. The Law Firm and its attorneys and staff shall furnish their own equipment and clerical supplies required for the services under this Agreement. Other than fees or compensation for services rendered or as otherwise specifically allowed herein, no other benefits or compensation shall be owed by City as a result of services performed under this Agreement. The Law Firm owes no other obligation or service to the City except as specifically set forth in this agreement.

19. **Notices/Points of Contact.** Official notice to the Law Firm shall be to the mailing address identified above and to the attention of Hugh D. Keating, Esq. unless a change of address is provided to City in writing. Notice to City shall be to the City Attorney, City of Gulfport, with a courtesy copy to the Chief Administrative Officer at same address. All official notices shall be in writing and served by first class U. S. Mail, postage prepaid, or by hand delivery. The point of contact for the City under this Agreement shall be the City Attorney.

20. **Compliance with Reporting/Handling Requirements.** The Law Firm further agrees to comply with any and all reporting and/or handling requirements provided to it by, the City in connection with the provision of services hereunder or this Agreement. The City agrees to respond promptly to requests of the Law Firm under this Agreement.

21. **Official Approval of Contract/Amendment.** This Contract shall take full force and effect only after it is approved by the Governing Authority of the City and signed by the Mayor and also signed by the Law Firm. Any Amendment to this Contract shall be in writing and require official approval by the Governing Authority and be signed by the Mayor and the Law Firm

WITNESS OUR SIGNATURES as duly authorized and voluntarily signed on the day and year hereinafter stated.

DUKES, DUKES, KEATING AND FANCA, P.A.

2909 13th Street, 6th Floor
Post Office Drawer W
Gulfport, Mississippi 39502
Telephone: (228) 868-1111

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF GULFPORT

Post Office Box 1780
Gulfport, Mississippi 39502-1780

BY: _____

Printed Name: _____

Title: _____

Date: _____



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Legal

Date: 08/12/2018

Subject: Resolution - approving Professional Appraisal Services Contract with Valbridge Property Advisors, with respect to certain Sewer Improvements Projects, authorizing the Mayor to execute the same, 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 APPROVE PROFESSIONAL APPRAISAL SERVICES CONTRACT
WITH VALBRIDGE PROPERTY ADVISORS, WITH RESPECT TO CERTAIN
SEWER IMPROVEMENTS PROJECTS, TO AUTHORIZE THE MAYOR TO
EXECUTE THE SAME, AND FOR RELATED PURPOSES**

WHEREAS, the City of Gulfport intends to undertake several sewer improvements projects intended to extend sewer service to areas not currently with public sanitary sewer service and the aforementioned projects will require acquisition by negotiation or by eminent domain of real property or easements; and

WHEREAS, the City of Gulfport must, therefore, engage the services of a real estate appraiser to appraise the fair market value of each property interest which must be obtained in order to assist in determining just compensation for the property to be acquired for the Projects; and

WHEREAS, the City Council previously approved the engagement of Everett E. Ladner III/Valbridge Property Advisors to perform the appraisals required by the Projects; and

WHEREAS, a proposed Professional Appraisal Services Agreement was prepared by the City's Legal Department is attached hereto as Exhibit "A" to this Resolution for consideration by the City Council; and

WHEREAS, the governing authority of the City of Gulfport is of the opinion that it is in the best interest of the City that the proposed Professional Appraisal Services Agreement found at Exhibit "A" hereto is in the best interest of the City and that the same should be approved and executed by the Mayor on behalf of the City.

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 Professional Appraisal Services Agreement found at Exhibit “A” hereto be and the same is hereby approved, and the Mayor be and he is hereby authorized to execute the same on behalf of the City.

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

**AGREEMENT BETWEEN THE CITY OF
GULFPORT AND VALBRIDGE PROPERTY ADVISORS FOR THE PROVISION OF
CERTAIN APPRAISAL SERVICES RELATED TO CERTAIN SEWER IMPROVEMENTS
PROJECTS AROUND THE CITY**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2018, by and between the City of Gulfport, Mississippi (hereinafter called CITY) and Valbridge Property Advisors (hereinafter called THE COMPANY) concerning the provision of certain appraisal services related to certain Sewer Improvements Projects around the City (ie, project intended to extend sewer service to areas not currently served), as more fully defined below, on the terms and conditions and under the authority hereinafter set forth:

IT IS HEREBY AGREED:

1. **SCOPE OF SERVICES:** Company shall conduct, prepare, draft, generate, provide, and deliver an original appraisal of real property and improvements, if any, as requested and required by the City with respect to the certain Sewer Improvements Projects around the City in the form and manner required by City in association with this Project. The work shall be completed in a timely manner, and any reasonable and specific requests by the City with regard to a completion date shall be met by the Company.
2. **CONSIDERATION.** As consideration for satisfactory performance under this agreement and in addition to other forms of consideration set forth herein, City agrees to pay and Company agrees to accept the total sum of \$1,400 per appraisal satisfactorily completed and delivered to the City. The aforementioned fee shall be paid by the City to the Company within 45 days of delivery of the appraisal.
3. **TERM.** Unless terminated as provided for herein, the term of this Agreement shall be from date of execution through August 31, 2019.
4. **TERMINATION.** Should the City determine that it is not in its best interest to continue the Agreement, that party may terminate this Agreement by giving written thirty (30) day notice to the other party of such termination and specifying the effective date thereof. After notice is given as provided herein, this Agreement will become void.
5. **ASSIGNABILITY AND SUBCONTRACTING.** Company shall not assign any interest in this Agreement, and shall not transfer any interest in same without the prior written consent of the City thereto.
6. **DISCRIMINATION.** Company understands that City is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, state or local laws. All such discrimination is unlawful and Company agrees during the term of this Agreement to adhere strictly to this Policy in its employment practices and provision of services.
7. **INDEMNITY.** Company 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 Company and/or its agents, servants, employees, visitors, invites, guests, and representatives, including, but not limited to, those asserted as negligent, gross negligent, and/or intentional and with respect to any and all claims made against the City of Gulfport that may arise out of or relate in in any way to the work which is the subject of this Agreement.

8. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the City and Company relating to the scope of services set forth herein and no prior written or oral covenants or representations relating thereto and not set forth herein shall be binding on either party hereto.
9. SEVERABILITY; NON-ENDORSEMENT. 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 Agreement.
10. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, and any litigation with respect thereto shall be brought in the courts of Harrison County, Mississippi. The Company further states that it is aware and understands that it is responsible for ensuring that all applicable laws, statutes, ordinances, regulations or other governmental rules, federal, state or local, are followed and/or complied with in the execution of the scope of services found in this Agreement. The Company further agrees that it will execute any and all documents required by the City relative to the funding source for the project. The Company further agrees that it will generate and provide to the City any and all documentation necessary for the work performed by Company under this agreement to comply with any and all applicable laws, statutes, ordinances, regulations or other governmental rules, federal, state or local. Further, the Company agrees to maintain its files and documentation concerning this matter thru the "close out" of the project by the City.
11. INSURANCE. Company shall maintain general liability insurance, with a minimum coverage limits of one million dollars (\$1,000,000.00) which shall cover all work performed by Company and any claims that may arise against Company in connection with the services to be furnished pursuant to this contract. Company shall maintain workers compensation insurance, within the limits required by law and/or employees liability insurance. Company shall name the City of Gulfport as an additional named insured on all Company's policies required hereunder. Company shall inform and notify the City in writing within fourteen (14) days of any claims of liability resulting from the execution of the work required by the scope of work herein. Company shall provide proof of coverage. Within thirty (30) days of annual expiration of Company's insurance policy(ies), Company shall provide City with proof of renewal or proof of coverage by a different carrier. Company shall require each and all sub-contractors to maintain insurance in accord with the provisions set forth herein.
12. NOTICES. Official notice to the Company shall be to the mailing address identified below unless a change of address is provided to City in writing. Notice to City shall be to Mayor, City of Gulfport, 2309 15th Street, Gulfport, MS 39501 with a courtesy copy to City Attorney at same address. All official notices shall be in writing and served by U. S. Mail or by hand delivery.
13. OFFICIAL APPROVAL OF CONTRACT/AMENDMENT. This Contract shall take full force and effect only after it is signed by the Mayor and also signed by the Company. The date of last signature shall be the effective date. Any Amendment to this Contract shall be in writing and require official approval by the Governing Authority and be signed by the Mayor and the Company.
14. AUTHORITY TO EXECUTE. It is acknowledged by signature below that the undersigned is an authorized and proper agent and representative of Company and that he or she signed this agreement with full authority and on behalf of the Company.

IN WITNESS WHEREOF, CITY and COMPANY have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and to COMPANY.

This Agreement will be effective on _____, 2018 (latest of the dates below and the effective date of this Agreement).

CITY:

COMPANY:

CITY OF GULFPORT, MISSISSIPPI

VALBRIDGE PROPERTY ADVISORS

BY: _____

BY: _____

ADDRESS:

ADDRESS:

P.O. Box 1780
Gulfport, MS 39502

1010 Ford Street
Gulfport, MS 39507

DATE: _____

DATE: _____



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Public Works

Date: 08/13/2018

Subject: Resolution - approving Ninth Amendment to the City's Contract with Utility Partners, LLC, to extend the contract term and add a Valve Exercise Technician to the Contract, authorizing the Mayor or Designee to execute said Contract Amendment, 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 APPROVE NINTH AMENDMENT TO THE CITY’S CONTRACT WITH UTILITY
PARTNERS, LLC, TO ADD A VALVE EXERCISE TECHNICIAN TO THE
CONTRACT, TO AUTHORIZE THE MAYOR OR DESIGNEE TO EXECUTE SAID
CONTRACT AMENDMENT, AND FOR RELATED PURPOSES**

WHEREAS, the City has contracted with Utility Partners, LLC, to provide various services in connection with water, sewer, streets and drainage in and for the City of Gulfport; and

WHEREAS, by mutual agreement, the City of Gulfport and Utility Partners, LLC, desire to add one (1) Valve Exercise Technician to the Contract; and

WHEREAS, it is necessary to add the cost of the said Valve Exercise Technician to the contract; and

WHEREAS, by mutual agreement, the City of Gulfport and Utility Partners, LLC, desire to make such contract amendments as are necessary to extend the Contract until September 30, 2021, and in consideration of same, provide for waiver of a portion of the CPI Index increase for 2018; and

WHEREAS, a proposed NINTH AMENDMENT TO THE CONTRACT FOR OPERATIONS AND MAINTENANCE OF THE WATER AND SEWER SYSTEMS AS WELL AS THE STREETS AND DRAINAGE SYSTEMS FOR THE CITY OF GULFPORT is attached hereto as Exhibit “A”.

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 NINTH Amendment to the contract with Utility Partners, LLC, be and the same 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 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

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT
CITY OF GULFPORT

**NINTH AMENDMENT TO THE CONTRACT FOR OPERATIONS AND
MAINTENANCE OF THE WATER AND SEWER SYSTEMS AS WELL AS THE
STREETS AND DRAINAGE SYSTEMS FOR THE CITY OF GULFPORT**

THIS NINTH AMENDMENT to Contract is hereby entered into and agreed to by and between the **CITY OF GULFPORT, MISSISSIPPI** ("**City**" or "**Owner**") and **UTILITY PARTNERS, LLC**. ("**UP**" or "**Operator**") on the dates hereinafter set forth for the purpose of amending in writing certain covenants and conditions of that certain CONTRACT FOR OPERATIONS AND MAINTENANCE OF THE WATER AND SEWER SYSTEMS AS WELL AS THE STREETS AND DRAINAGE SYSTEMS FOR THE CITY OF GULFPORT (herein "**the Contract**"), approved by the Gulfport City Council and signed by the Mayor on or about October 4, 2011, and subsequently signed and executed by the authorized representative of UP, and the Contract is hereby further amended by this NINTH AMENDMENT, as follows:

WITNESSETH THAT:

WHEREAS, the City of Gulfport will soon approve the Fiscal Year 2017-2018 budget; and

WHEREAS, in order to meet the requirement of the budget, it was agreed by the parties that one (1) Valve Exercise Technician, would be added to the contract; and

NOW THEREFORE, for the purposes hereinabove set forth, it is hereby agreed by and between the parties that the Contract shall be hereby amended effective and commencing August 22, 2018, as follows:

A. That the Contract shall be amended to reflect an increase in staffing by one (1) Valve Exercise Technician, and that the total contract amount shall be increased by FIFTY-SEVEN THOUSAND, SEVEN HUNDRED AND NINTY-EIGHT DOLLARS AND 00/100 (\$57,798.00), which represents the increase in the staff as listed herein.

B. Notwithstanding any provision in the Contract which might be interpreted to prevent a two (2) year extension of the Contract, Owner and Operator agree that the term of the Contract shall be extended for two (2) years thru September 30, 2021.

C. During the next contract year (ie, October 1, 2018, - September 30, 2019), the parties agree that Operator shall waive up to 1.5% of the 2018 CPI increase as set forth in the Contract and any applicable amendments thereto, for a minimum increase of 1.5%.

Except as specifically amended and stated above, said CONTRACT FOR OPERATIONS AND MAINTENANCE OF THE WATER AND SEWER SYSTEMS AS WELL AS THE STREETS AND DRAINAGE SYSTEMS FOR THE CITY OF GULFPORT (as amended) is not hereby amended, modified or changed, and shall remain in full force and effect.

IN WITNESS WHEREOF, each of the Owner and Operator has caused this Eighth Amendment to Contract to be signed, executed and delivered by its duly authorized representative on the day and date hereinafter stated, having been first duly authorized so to act.

OWNER:

CITY OF GULFPORT, MISSISSIPPI

ATTESTED BY:

By: _____
Mayor

City Clerk

_____, 2018

OPERATOR:

UTILITY PARTNERS, LLC.

ATTESTED BY

By: _____
Authorized Representative

Secretary

_____, 2018

Memorandum — City of Gulfport

To: Mayor Billy Hewes

CC: Dr. John Kelly, CAO

Linda Elias, Finance

From: Wayne E. Miller, P.E. 

Date: 08/10/18

Re: Ninth Amendment

- Contract for Operations and Maintenance of the Water and Sewer Systems,
as well as, the Streets and Drainage Systems for the City of Gulfport

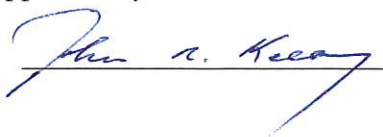
- Utility Partners, LLC.

Attached for your consideration is the referenced Ninth Amendment, which will add a Valve Exercise Technician as budgeted in the 2017-2018 budget. Also, this amendment will provide Utility Partners, LLC. a two-year contract extension which would extend their contract from September 30, 2019 until September 30, 2021. In return for this extension, Utility Partners, LLC will waive up to 1.5% of the 2018 CPI increase, for a minimum increase of 1.5%. This measure could save the City as much as \$105,000 per year.

Please place this item on the August 21, 2018 Council Agenda.

This item has been approved by:

Mayor or C.A.O.



Attachments:

1. Ninth Amendment
2. Letter from Utility Partners, LLC



**City of Gulfport
Public Works**



4050 Hewes Avenue
Gulfport, Mississippi 39507
Office: (228)868-5740
Fax: (228) 868-5743

**Brian A. Nelson
Area Manager**

August 9, 2018

From: Brian Nelson, Area Manager, Utility Partners, LLC
To: Wayne Miller, P.E., Director of Public Works
Subject: Utility Partners Amendment Nine

Mr. Miller,

Utility Partners is pleased to present this proposal for amendment nine to our Operation and Maintenance of the Water, Sewer, Streets and Drainage contract with the City of Gulfport. The proposed amendment is in two parts as defined below.

The first item is the addition of one full time employee who will serve as a Valve Exercise Technician. This employee will be responsible for implementing and maintaining the City's valve exercise program and will provide all mapping and documentation of his duties as will be defined in operating procedures and benchmarks developed by the City. The price provided includes salary, overtime, uniforms and benefits as well as vehicle and facility insurance.

Total Cost for this Addition- \$57,798.00 per year

Item two is the proposal for a two year extension to our agreement which is set to expire September 30, 2019. The purpose of this extension is to ensure the term of our agreement coincides with the terms of your governing body, as well as continue our relationship until after the APWA Reaccreditation process is complete. In exchange for this two year extension, Utility Partners will waive up to 1.5% of the 2018 CPI increase, for a minimum increase of 1.5%. This measure could save the City as much as \$105,000 per year.

We are excited for this opportunity to enhance our scope of services and solidify our relationship for a longer term. If you have any questions or need additional information, please let me know.

Sincerely,

**Brian Nelson
Area Manager**



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Kris Riemann, Director
Engineering

Date: 08/14/2018

Subject: Resolution - approving Certificate of Substantial Completion for the Gaston Point Recreation Center Gym Roof Replacement Project, authorizing the Mayor to execute and deliver said Certificate, 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 APPROVE CERTIFICATE OF SUBSTANTIAL COMPLETION FOR THE
GASTON POINT RECREATION CENTER GYM ROOF REPLACEMENT PROJECT,
TO AUTHORIZE THE MAYOR TO EXECUTE AND DELIVER SAID CERTIFICATE,
AND FOR RELATED PURPOSES**

WHEREAS, Samuel B. Day Construction, Inc., was awarded the contract for the Gaston Point Recreation Center Gym Roof Replacement Project which includes the removal, replacement of the roof on the gymnasium at the Gaston Point Recreation Center in the City of Gulfport; and

WHEREAS, all work was substantially completed on this project as of August 7, 2018, 2018, other than the final punch list items which are to be completed within thirty days of August 7, 2018; and

WHEREAS, the City Engineer has submitted for review and recommended approval of the Certificate of Substantial Completion pertaining to the Gaston Point Recreation Center Gym Roof Replacement Project, which, along with supporting documentation, is attached hereto collectively as Exhibit "A".

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 Certificate of Substantial Completion be and it is hereby approved in the form as is found in Exhibit “A” to this resolution and is found to be in the best interest of the City, and the Mayor be and he is, hereby, authorized to execute the same on behalf of the City of Gulfport and to deliver the same, as needed.

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

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 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
Karen McCarty, Community Development
From: Kris Riemann, P.E. *RKR*
Date: 8/9/18
Re: **Certificate of Substantial Completion**
- Gaston Point Recreation Center Gym Roof Replacement

Attached for your consideration is the Certificate of Substantial Completion for the above referenced project. All work was substantially complete as of August 7, 2018 other than the punch list items which must be completed within 30 days after August 7, 2018.

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 Substantial Completion Certificate. Please place this item on the August 21, 2018 Council Agenda.

Attachments: Certificate of Substantial Completion

CERTIFICATE OF SUBSTANTIAL COMPLETION

Gaston Point Recreation Center Gym Roof Replacement

City of Gulfport, Mississippi

DATE OF ISSUANCE: August 7, 2018

OWNER: City of Gulfport

CONTRACTOR: Samuel B. Day Construction, Inc. ENGINEER: City of Gulfport Engineering Dept.

PROJECT: Gaston Point Recreation Center Gym Roof Replacement

This Certificate of Substantial Completion applies to all Work under the Contract Documents – **ENTIRE PROJECT**

TO: City of Gulfport

OWNER

AND TO: Samuel B. Day Construction, Inc.

CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR, AND ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

August 7, 2018

DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items on the attached tentative list shall be completed or corrected by CONTRACTOR within Thirty (30) days of the above Date of Substantial Completion.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, utilities, insurance, warranties and guarantees shall be as follows:

RESPONSIBILITIES

OWNER: Owner assumes responsibility for security and maintenance starting August 7, 2018.

CONTRACTOR: Contractor to complete the attached list of items to be corrected or completed and provide a twenty year warranty starting September 6, 2018.

The following documents are attached to and made a part of this Certificate:

Tentative List of Items to be Corrected or Completed

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on

8-7-18

Robert K. Remon
City of Gulfport Engineering Department, Engineer

CONTRACTOR accepts this Certificate of Substantial Completion on

8/8/18

Samuel B. Day
Samuel B. Day Construction, Inc.

OWNER accepts this Certificate of Substantial Completion on

City of Gulfport



**DEPARTMENT OF
ENGINEERING**

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

INSPECTION REPORT

PROJECT:	GASTON POINT RECREATION CENTER GYM ROOF REPLACEMENT; PERMIT # 201800349
TYPE OF INSPECTION:	FINAL INSPECTION
DATE:	8/7/18

PUNCH LIST

1. Remove all construction debris from site.
2. Install new splash block on northeast corner of building.
3. Ensure all penetrations are properly sealed.

Signed: _____

Title: Staff Engineer

Date: 08/07/2018



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
City Council

Date: 08/12/2018

Subject: Resolution - formally requesting assistance of the Harrison County Board of Supervisors with respect to certain paving improvements on or near 37th Avenue in the City of Gulfport, Mississippi, to seek approval of said request by the Board, 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 REQUEST FORMALLY ASSISTANCE OF THE HARRISON COUNTY BOARD OF SUPERVISORS WITH RESPECT TO CERTAIN PAVING IMPROVEMENTS ON OR NEAR 37TH AVENUE IN THE CITY OF GULFPORT, MISSISSIPPI, TO SEEK APPROVAL OF SAID REQUEST BY THE BOARD, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, Mississippi, is located entirely within the geographic boundaries of Harrison County, Mississippi; and

WHEREAS, with respect to paving, resurfacing/overlaying of streets and rights of way, the City of Gulfport has, from time to time requested assistance from the Harrison County Board of Supervisors in order to undertake some or all of the said public projects; and

WHEREAS, the City of Gulfport has identified the resurfacing/overlaying of 37th Avenue from 18th Street to 20th Street as a street improvement project that may be undertaken by Harrison County for the benefit of the citizens of the City of Gulfport and would request assistance, as specified herein, with respect to the aforementioned street improvements.

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 does hereby officially request assistance from the Harrison County Board of Supervisors with respect to that certain street improvements project identified in the preamble hereto (resurfacing/overlaying of a portion of 37th Avenue) with an estimated cost of \$22,419.00.

SECTION 3. That this Resolution shall be in effect according to law, and shall be spread upon the minutes of the Gulfport City Council and a copy hereof shall be provided to the Harrison County Board of Supervisors for consideration on the next available agenda.

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

LAND SHAPER INC.

TELEPHONE
(228)-863-8996

P.O. BOX 995
Gulfport Mississippi 39502

FAX
(228) 868-8878

Certificate of responsibility # 05188

PROPOSAL # B18-E-A1

Date 07/10/18

To: Harrison County

Attn:

Proposal for: Asphalt Paving - 37th from 20st to 18st

Land Shaper proposes to furnish all materials and perform all labor necessary to complete the work as follows:

Item #	Description	Unit	Quantity	Unit Price	Total
1	Asphalt Paving in place	TONS	282	\$79.50	\$22,419.00
2					\$0.00
3					\$0.00
4					\$0.00
5					\$0.00
6					\$0.00
7					\$0.00
8					\$0.00
9					\$0.00
10					
11					
12					
13					
14					
15					
16					
17					
				Sub Total	\$22,419.00
				Tax	\$0.00
				Grand Total	\$22,419.00

Bid good for 30 days

All of the above work shall be completed in a substantial and workmanlike manner. Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned above. All agreements must be made in writing

Respectfully Submitted


LAND SHAPER, INC

Accepted By: _____

Date: _____



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
City Council

Date: 08/12/2018

Subject: Resolution - formally requesting assistance of the Harrison County Board of Supervisors with respect to certain paving improvements on or near 34th Avenue in the City of Gulfport, Mississippi, to seek approval of said request by the Board, 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 REQUEST FORMALLY ASSISTANCE OF THE HARRISON COUNTY BOARD OF SUPERVISORS WITH RESPECT TO CERTAIN PAVING IMPROVEMENTS ON OR NEAR 34TH AVENUE IN THE CITY OF GULFPORT, MISSISSIPPI, TO SEEK APPROVAL OF SAID REQUEST BY THE BOARD, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, Mississippi, is located entirely within the geographic boundaries of Harrison County, Mississippi; and

WHEREAS, with respect to paving, resurfacing/overlaying of streets and rights of way, the City of Gulfport has, from time to time requested assistance from the Harrison County Board of Supervisors in order to undertake some or all of the said public projects; and

WHEREAS, the City of Gulfport has identified the resurfacing/overlaying of 34th Avenue from 18th Street to 20th Street as a street improvement project that may be undertaken by Harrison County for the benefit of the citizens of the City of Gulfport and would request assistance, as specified herein, with respect to the aforementioned street improvements.

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 does hereby officially request assistance from the Harrison County Board of Supervisors with respect to that certain street improvements project identified in the preamble hereto (resurfacing/overlaying of a portion of 34th Avenue) with an estimated cost of \$22,657.50.

SECTION 3. That this Resolution shall be in effect according to law, and shall be spread upon the minutes of the Gulfport City Council and a copy hereof shall be provided to the Harrison County Board of Supervisors for consideration on the next available agenda.

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

LAND SHAPER INC.

TELEPHONE
(228)-863-8996

P.O. BOX 995
Gulfport Mississippi 39502

FAX
(228) 868-8878

Certificate of responsibility # 05188

PROPOSAL # B18-C-A1

Date 07/10/18

To: Harrison County

Attn:

Proposal for: Asphalt Paving - ³⁴34th from 20st to ¹⁸18st

Land Shaper proposes to furnish all materials and perform all labor necessary to complete the work as follows:

Item #	Description	Unit	Quantity	Unit Price	Total
1	Asphalt Paving in place	TONS	285	\$79.50	\$22,657.50
2					\$0.00
3					\$0.00
4					\$0.00
5					\$0.00
6					\$0.00
7					\$0.00
8					\$0.00
9					\$0.00
10					
11					
12					
13					
14					
15					
16					
17					
Sub Total					\$22,657.50
Tax					\$0.00
Grand Total					\$22,657.50

Bid good for 30 days

All of the above work shall be completed in a substantial and workmanlike manner. Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned above. All agreements must be made in writing

Respectfully Submitted


LAND SHAPER, INC

Accepted By: _____

Date: _____



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
City Council

Date: 08/12/2018

Subject: Resolution - formally requesting assistance of the Harrison County Board of Supervisors with respect to certain paving improvements on or near 38th Avenue in the City of Gulfport, Mississippi, to seek approval of said request by the Board, 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 REQUEST FORMALLY ASSISTANCE OF THE HARRISON COUNTY BOARD OF SUPERVISORS WITH RESPECT TO CERTAIN PAVING IMPROVEMENTS ON OR NEAR 38TH AVENUE IN THE CITY OF GULFPORT, MISSISSIPPI, TO SEEK APPROVAL OF SAID REQUEST BY THE BOARD, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, Mississippi, is located entirely within the geographic boundaries of Harrison County, Mississippi; and

WHEREAS, with respect to paving, resurfacing/overlaying of streets and rights of way, the City of Gulfport has, from time to time requested assistance from the Harrison County Board of Supervisors in order to undertake some or all of the said public projects; and

WHEREAS, the City of Gulfport has identified the resurfacing/overlaying of 38th Avenue from 18th Street to 20th Street as a street improvement project that may be undertaken by Harrison County for the benefit of the citizens of the City of Gulfport and would request assistance, as specified herein, with respect to the aforementioned street improvements.

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 does hereby officially request assistance from the Harrison County Board of Supervisors with respect to that certain street improvements project identified in the preamble hereto (resurfacing/overlaying of a portion of 38th Avenue) with an estimated cost of \$22,260.00.

SECTION 3. That this Resolution shall be in effect according to law, and shall be spread upon the minutes of the Gulfport City Council and a copy hereof shall be provided to the Harrison County Board of Supervisors for consideration on the next available agenda.

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

LAND SHAPER INC.

TELEPHONE
(228)-863-8996

P.O. BOX 995
Gulfport Mississippi 39502
Certificate of responsibility # 05188

FAX
(228) 868-8878

PROPOSAL # B18-F-A1

Date 07/10/18

To: Harrison County

Attn:

Proposal for: Asphalt Paving - 38th from 20st to 18st

Land Shaper proposes to furnish all materials and perform all labor necessary to complete the work as follows:

Item #	Description	Unit	Quantity	Unit Price	Total
1	Asphalt Paving in place	TONS	280	\$79.50	\$22,260.00
2					\$0.00
3					\$0.00
4					\$0.00
5					\$0.00
6					\$0.00
7					\$0.00
8					\$0.00
9					\$0.00
10					
11					
12					
13					
14					
15					
16					
17					
				Sub Total	\$22,260.00
				Tax	\$0.00
				Grand Total	\$22,260.00

Bid good for 30 days

All of the above work shall be completed in a substantial and workmanlike manner. Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned above. All agreements must be made in writing

Respectfully Submitted


LAND SHAPER, INC

Accepted By: _____

Date: _____



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Pam Winston, Grants
Police Department

Date: 08/09/2018

Subject: Resolution - authorizing the City of Gulfport to accept NHTSA Police Traffic Services Grant (PT-2019-PT-21-41) and authorizing the Mayor to execute any and all documents as may be required to accept and administer the Grant, and for related purposes.

Recommendation:

Memorandum

To: Mayor Billy Hewes
From: Chief Leonard Papania, Gulfport Police Department
Date: August 9, 2018
Re: Permission to Accept FY19 Police Traffic Services

Please place the item described below on the next Council agenda.

Subject: Permission to accept the Police Traffic Services Grant number PT-2019-PT-21-41 in the amount \$16,487.36.

Mississippi Department of Public Safety, Division of Public Safety Planning, Office of Highway Safety awarded the grant to the police department in an effort to improve the use of seatbelt, child restraint and prevent speeding in the city. The grant provides funding for 100% of the overtime and commodities on this project. The goal of this project is to prevent injuries and fatalities thereby making streets of Gulfport safer.



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

PHIL BRYANT
GOVERNOR

MARSHALL L. FISHER
COMMISSIONER

August 3, 2018

Billy Hewes, Mayor
City of Gulfport/ Gulfport Police Department
2220 15th Street
Gulfport, MS 39501

Project Number: PT-2019-PT-21-41
Funding Source and Title: 402 Police Traffic Services

Dear Mayor Hewes:

Enclosed please find the Mississippi Office of Highway Safety (MOHS) and City of Gulfport/Gulfport Police Department Grant Agreement for the Fiscal Year 2019. Your agency has been approved for 402 Police Traffic Services funding, in the amount of \$16,487.36, pending final review and approval by NHTSA in the FY19 Highway Safety Plan.

The enclosed agreement is not fully executed until both the agency Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.) and the MOHS Office Director, have signed and dated the agreement. Grant activities are not to be implemented and performed, until the agency receives a fully executed copy of the agreement. A copy of the executed agreement, will be provided to the agency after the required Grant Implementation meeting.

All FY19 grant activities begin October 1, 2018 and must be concluded by September 30, 2019. In addition, the FY19 Sub-Grantee Closeout Report must be received by the Mississippi Office of Highway Safety, no later than 5:00 p.m. on November 15, 2019.

Please thoroughly read the Fiscal Control and Fund Accounting Procedures, Grant Agreement, Certifications and Assurances, as changes have been made for FY19. **Your completed original copy grant agreement and all required documents must be returned to the MOHS by 5:00 p.m. on August 27, 2018.** Please make sure that you complete items 1-8 in their entirety and all documents are signed by the Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.).

1. Signature Page (original signature in BLUE ink)
2. State Certification and Assurance: Pursuit Policies; (Enforcement grants only)
3. Enclose a copy of your agency's Pursuit Policy (Enforcement grants only)
4. Assurance of Understanding Requirement for Sub-grantees
5. Local Governmental Resolution Agreement and Authorization to Proceed (If Applicable)
6. Designation of Secondary Signatory Official Form (If Applicable)
7. Enclose a copy of your agency's leave policy (policy should include personal, vacation, sick, holiday, and military leave)
8. Enclose a copy of your agency's overtime policy and a payroll schedule (schedule should include beginning and ending dates of pay periods and paycheck dates for October 1, 2018–September 30, 2019)

Failure to return your completed grant agreement and required documents by the above date may result in the reallocation of grant funds. Please mail the original completed grant agreement and all required documents to the following address:

Mississippi Office of Highway Safety
Attn: Robin Layton
1025 Northpark Drive
Ridgeland, MS 39157

Please feel free to contact your Traffic Safety Specialist, Janniece James, 601-977-3730, jjames@dps.ms.gov or Division Director, Robin Layton, 601-977-3722, rlayton@dps.ms.gov if you should have any questions concerning the completion of the grant agreement.

Sincerely,



Tenicia Speech, Bureau Director
Mississippi Office of Highway Safety

Mississippi Office of Highway Safety

Fiscal Control and Fund Accounting Procedures

Federal regulations prohibit the commingling of Federal grant funds with funds from other sources, and require grant recipients to maintain separate accounting over grant funds to ensure the funds are used for authorized purposes only. Federal grant funds cannot be commingled with general operating funds.

The Mississippi Office of Highway Safety has established the following criteria that must be met by all agencies receiving MOHS funds:

All recipients of MOHS funds are required to follow the federal regulations prohibiting the commingling of federal funds and maintain appropriate financial records that fully disclose the amount and disposition of MOHS funds received. Adequate record keeping includes financial documentation for disbursements.

All recipients of MOHS funds will follow the requirement above, establish and maintain both fiscal and program controls and funds accounting procedures acceptable to the Mississippi Office of Highway Safety, to assure the proper expenditure and disbursement of all funds and for program management and execution. Books and records will be kept and maintained until audited by the MOHS, federal granting agency, Office of the Inspector General, or any other agency requesting records, who shall have the right to access to any pertinent books, documents, papers or other records of the sub-grantee, which are pertinent to the award, in order to make audits, examinations, excerpts and transcripts. The right to access are limited to the required retention period, but last as long as the records are retained (Reference 2CFR 200.336). Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the Mississippi Office of Highway Safety. These records include, but are not limited to:

- Financial report covering expenditures of the grant
- General ledger, cash receipts journals, cash disbursements journals, and other subsidiary records
- Approved budget and subsequent modifications
- Indirect cost allocation plans
- All invoices, billings, and reporting worksheets
- All personnel records of individuals paid with grant funds, including time sheets,
- wage authorization, tax withholdings forms, employment applications and other relevant data
- Inventory records for all property purchased with grant funds showing acquisition data, cost of property, identification number, bid information, and the use of the property
- Bank statements and reconciliations;
- Internal and external audit reports and project evaluation

FY19 MOHS GRANT AGREEMENT

MS Office of Highway Safety

1025 Northpark Drive

Ridgeland, MS 39157

Phone: (601) 977-3700; Fax: (601) 977-3701

1. Subgrantee's Name: City of Gulfport/Gulfport Police Department Mailing Address: 2220 15th Street Gulfport, MS 39501 Telephone Number: (228) 868-5964 FAX: (228) 868-5905 E-Mail: lpapania@gulfport-ms.gov		2. Effective Date of Grant: October 1, 2018 3. Subgrant Number: PT-2019-PT-21-41 4. Grant Identifier (Funding Source & Year): 402 Police Traffic Services FY19 5. Beginning and Ending Dates: October 1, 2018- September 30, 2019 6. Subgrant Payment Method: ☒ Cost Reimbursement Method	
7. CFDA # - 20.600		8. DUNS # - 083441931	
9. Congressional District: 4			
10. A: FAIN #: 18X9204020MS17 69A37518300004020MS0		11. A: Initial Federal Award Date: November 3, 2016 November 22, 2017	
10. B: Federal Awarding Agency: NHTSA		11. B: Secondary Federal Award Date: 	
		12. Research and Development Grant: ☐ Yes ☒ No Continuation Grant: ☒ Yes ☐ No	
13. The following funds are obligated:			
A. COST CATEGORY		B. SOURCE OF FUNDS	
(1) Personal Services-Salary	\$16,487.36	(1) Federal	\$16,487.36
(2) Personal Services-Fringe	\$0.00	(2) State	
(3) Contractual Services	\$0.00	(3) Local	
(4) Travel	\$0.00	(4) Other	
(5) Equipment	\$0.00	Total:	\$16,487.36
(6) Commodities	\$0.00	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:	
(7) Indirect Costs	\$0.00	Number of Grants: 2	402 PT
		405D	Total
TOTAL	\$16,487.36	TOTAL:	\$16,487.36
		\$95,474.00	\$111,961.36
The Sub-Grantee agrees to operate the program outlined in this Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Cost Summary Support Sheet; Agreement of Understanding and Compliances, Designation of Secondary Official (If Applicable)			
All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Grantee, are also incorporated into this agreement, and Sub-Grantee agrees to fully comply therewith.			
14. Approved for Grantee:		15. Approved for Sub-Grantee:	
Signature _____ Date _____ Name: Helen Porter Title: MOHS Office Director, MS Office of Highway Safety		Signature _____ Date _____ Name: Billy Hewes Title: Mayor, City of Gulfport	

FY19 Sub-Grantee Project Description (Law Enforcement):

MOHS Law Enforcement grant programs are provided with Federal grant funds to local police departments, sheriff's and state agencies for enforcement in jurisdictions all across Mississippi. All jurisdictions will provide enforcement, for hours that are specified in each agency Agreement, in support of the (PT) program. These enforcement grants will be coordinated with the national campaigns, along with any state blitz campaigns that the MOHS develops for FY19.

All law enforcement agencies participating in the MOHS Law Enforcement grant program will utilize data to target the need and deploy resources based on problem identification and traffic trends in the agency locale and make adjustments to the program as needed.

Law Enforcement agencies use the funding for salaries (part time) that has been reviewed and approved by the MOHS. All information on budget can be found in the agency budget. The agency will generate at least (1) earned media campaigns during the blitz campaigns.

FY19 Sub-Grantee-Target(s), Performance Measures and Strategies

Agency Name: Ciy of Gulfport/ Gulfport Police Department

List the target(s) that the Sub-Grantee will accomplish during the FY19 grant year. Performance measures should be set to help the Sub-Grantee accomplish the target(s) for the grant year. Strategies must be listed to show how the strategies will be implemented to meet the performance measures and to accomplish the target(s) set by the agency.

Target(s):

The jurisdiction/agency of Gulfport Police Department will reduce the number of unbelted fatalities from 2 in 2016 to 1 by the end of 2019.

The jurisdiction/agency of Gulfport Police Department will reduce the number of unbelted injuries from 75 in 2016 to 74 by the end of 2019.

The jurisdiction/agency of Gulfport Police Department will the number of speed related injuries from 85 in 2016 to 86 by the end of 2019.

Performance Measures:

Maintain the number of grant funded Seat Belt citations from 135 in FY17 to 135 in FY19.

Maintain the number of grant funded Child Restraint citations from 32 in FY17 to 32 in FY19.

Maintain the number of grant funded Speed citations from 750 in FY17 to 750 in FY19.

Strategies:

Overtime Enforcement

4 Checkpoints

8 Saturation Patrols

Generate Earned Media

Publicize patrol activities results (after occurrence)

Attend Troop LEL Network Meeting

Participate in the National blitz campaigns with enhanced PT enforcement:

Click It or Ticket – Memorial Day

Participate in the State blitz campaigns with enhanced PT enforcement:

Christmas/New Year's

Super Bowl

4th of July

Labor Day

FY19 MOHS TASKS BY QUARTERS

AGENCY NAME: City of Gulfport/ Gulfport Police Department

PROJECTION TASKS BY QUARTERS:

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

1st QUARTER (OCTOBER, NOVEMBER & DECEMBER)

Conduct not less than 1 checkpoint during quarter.

Conduct not less than 2 saturation patrols during quarter.

Issue a minimum of (33) Seat Belt citations during quarter, to reach 25% goal of (135) for FY2019.

Issue a minimum of (8) Child Restraint citations during quarter, to reach 25% goal of (32) for FY2019.

Issue a minimum of (187) Speed citations during quarter, to reach 25 % goal of (750) for FY2019.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State Christmas/New Year's blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations

Projected Expenditures for 1st Quarter: \$4,121.84

FY19 MOHS TASK BY QUARTERS

AGENCY NAME: City of Gulfport/ Gulfport Police Department
PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

2nd QUARTER (JANUARY, FEBRUARY & MARCH)

Conduct not less than 1 checkpoint during quarter.

Conduct not less than 2 saturation patrols during quarter.

Issue a minimum of (33) Seat Belt citations during quarter, to reach 25% goal of (135) for FY2019.

Issue a minimum of (8) Child Restraint citations during quarter, to reach 25% goal of (32) for FY2019.

Issue not less than a minimum of (187) Speed citations during quarter, to reach 25% goal of (750) for FY2019.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State New Year's and the State Super Bowl blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.

Projected Expenditures for 2nd Quarter: \$4,121.84

FY19 MOHS TASK BY QUARTERS

AGENCY NAME: City of Gulfport/ Gulfport Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

3RD QUARTER (APRIL, MAY & JUNE)

Attend LEL Troop Network meeting. (Click It or Ticket)

Conduct not less than 1 checkpoint during quarter.

Conduct not less than 2 saturation patrols during quarter.

Issue a minimum of (36) Seat Belt citations during quarter, to reach 25% goal of (135) for FY2019.

Issue a minimum of (8) Child Restraint citations during quarter, to reach 25% goal of (32) for FY2019.

Issue a minimum of (189) Speed citations during quarter, to reach 25% goal of (750) for FY2019.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the national Click It or Ticket Memorial Day blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.

Projected Expenditures for 3rd Quarter: \$4,121.84

FY19 MOHS TASK BY QUARTERS

AGENCY NAME: City of Gulfport/ Gulfport Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

4TH QUARTER (JULY, AUGUST & SEPTEMBER)

Conduct not less than 1 checkpoint during quarter.

Conduct not less than 2 saturation patrols during quarter.

Issue a minimum of (33) Seat Belt citations during quarter, to reach 25% goal of (135) for FY2019.

Issue a minimum of (8) Child Restraint citations during quarter, to reach 25% goal of (32) for FY2019.

Issue a minimum of (187) Speed citations during quarter, to reach 25% goal of (750) for FY2019.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State 4th of July and Labor Day blitz campaign with enhanced PT and earned media with at least one (1) newspaper, television, social media or radio presentations.

Projected Expenditures for 4th Quarter: \$4,121.84

FY19 Mississippi Office of Highway Safety-Cost Summary Support Sheet

1. Applicant Agency: City of Gulfport/Gulfport Police Department						5. Ending: September 30, 2019
2. Subgrant Number: PT-2019-PT-21-41		3. Grant ID: 402 Police Traffic Services FY19		4. Beginning: October 1, 2018		
6. Activity: Police Traffic Services Enforcement						
7. Category & Line Item		8. Description of item and/or Basis for Valuation	9. Budget Federal	All Other	Total	
Personal Services-Salary		Officers over-time or regular time above and beyond normal work hours @ approx. <u>(\$28.48) X approx. (562 hours) = (\$16,005.76)</u> Dispatcher over-time or regular time above and beyond normal work hours @ approx. <u>(\$24.08) X approx. (20 hours) = (\$481.60)</u> Total Salaries= \$16,487.36	\$16,487.36		\$16,487.36	
			TOTALS		\$16,487.36	
					\$16,487.36	

Mississippi Office of Highway Safety

FY19 Agreement of Understanding and Compliance

This Agreement made and entered into by and between the State of Mississippi by and through the MS Office of Highway Safety, hereinafter referred to as State, and the Governmental Unit or agency named in this application, hereinafter referred to as Sub-Grantee.

WHEREAS, the National Highway Traffic Safety Act of 1966, as amended, provides Federal funds to the State for approved highway safety projects for the purpose of reducing injuries and fatalities as result of motor vehicle crashes, and

WHEREAS, the State may make said funds available to state, county, and municipal agencies and/or government or political subdivisions and/or non-profit entities upon application and approval by State and the National Highway Traffic Safety Administration (NHTSA) if applicable, and

WHEREAS, the Sub-Grantee must comply with the requirements listed herein, to be eligible for Federal funds in approved highway safety projects, and

WHEREAS, the State is obligated to reimburse NHTSA out of its funds for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received, and

WHEREAS, the Sub-Grantee has submitted an application for Federal funds for highway safety projects:

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

I. REIMBURSEMENT OF ELIGIBLE EXPENSES

- A. It is mutually agreed that upon written application by Sub-Grantee and approval by State and NHTSA (if applicable), State will obligate Federal funds to Sub-Grantee account for reimbursement of eligible expenditures as set forth in the application.
- B. It is understood that the State has the right to monitor and pre-audit any and all claims presented for reimbursement. Arrangements have been made for the financial and compliance audit required by 2CFR Subpart F, which is to be conducted within the prescribed audit reporting cycle (failure to furnish an acceptable audit, as determined by the cognizant Federal agency, may result in denial or require return of Federal funds). It is mutually agreed and promised that Sub-Grantee reimburse State for any ineligible or unauthorized expenditure for which Federal funds have been claimed and payment received as determined by a State or Federal audit.
- C. It is also understood, pursuant to 2 CFR 200.336, the awarding agency and the Comptroller General of the United States, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), shall have the right of access to any pertinent books, documents, papers, or other records of grantees and Sub-Grantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.
- D. It is further agreed that where reimbursement is made to Sub-Grantee in installments, State shall have the right to withhold any installments to make up reimbursement(s) received for any ineligible or unauthorized expenditure until such time as the ineligible claim is made up or corrected by Sub-Grantee.

- E. Unless otherwise directed, Sub-Grantees must submit monthly reimbursement, activity reports and back up documentation, by the **10th working day** of the following month to receive reimbursement for project activities. Reports reflect the status of project implementation and progress toward reaching goals. Each activity report shall describe the project status and shall be submitted to the State, no later than the 10th working day following the end of the month.
- F. Final Closeout Report and Reimbursement Claim with all required documentation must be received to MS Office of Highway Safety within forty-five (45) days of completion of the project (**Close of Business (COB) November 15th**). Appropriate forms will be provided to the Project Director. All required due dates for MOHS documents are provided in the Project Director's Guide.

Any Sub-Grantee delinquent in submitting monthly reimbursement, monthly activity, and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period in question, may be subject to having submitted reimbursement requests delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.

II. ON-SITE MONITORING AND EVALUATION

Pursuant to Federal guidelines, the State has developed a plan for evaluating all projects. Each Sub-Grantee will be required to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems and reimbursements of the project. The State evaluates all sub recipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purposes of determining the appropriate level of sub recipient monitoring.

III. PROPERTY AGREEMENT

- Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the MS Office of Highway Safety; or the State, by formal agreement with appropriate officials of a political subdivision, State agency, or non-profit entities.
- It is mutually agreed and promised that the Sub-Grantee shall immediately notify the MS Office of Highway Safety, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such event, Sub-Grantee further agrees to transfer or otherwise dispose of such equipment, as directed by the MS Office of Highway Safety.
- It is mutually agreed and promised by the Sub-Grantee that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MS Office of Highway Safety.
- It is mutually agreed and promised that the Sub-Grantee shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.
- Each Sub-Grantee of federal grant funds has a financial management system that complies with the minimum requirements of 2 CFR Part 200 (Super Circular).
- All equipment awarded in this project agreement must be ordered within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MS Office of Highway Safety must be notified as to the reason for the delay and projected purchase date of the equipment.
- Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.
- A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years for the useful life of the property.

- A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage or theft shall be investigated.
- Adequate maintenance procedures must be developed to keep the property in good and working condition.
- If the Sub-Grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
- Costs for equipment items are allowable only as part of a comprehensive program effort. All approved equipment must be included on the Federal Conformation Product List (CPL), where applicable. Approved equipment purchased with federal funds, must be in compliance of the Buy America Act (23 U.S.C. 313).
- Approved equipment with a purchase price of \$5,000.00, must be approved in writing from the National Highway Traffic Safety Administration, before the purchase of approved equipment purchased with federal funds.

IV. STAFFING

Positions covered by this project that are 100% funded must be new positions. If staff of the Sub-Grantee agency is transferred to work on this project, the agency must replace the vacant position with a new hire. Salaries in this project are for the purpose of remuneration for personal services over and above the present manpower level of the agency. All full time funded positions require detailed activity documentation, as directed by MS Office of Highway Safety.

V. GENERAL PROJECT REQUIREMENTS

- A. Any change to out-of-state travel approved in the Grant Application, must have prior written approval by the MS Office of Highway Safety for changes. Requests for change should be submitted to the MS Office of Highway Safety not less than two (2) weeks before the intended date of travel on Agency letterhead.
 - Out of State Travel - All federal funded out of state travel requires expenses incurred to be placed on the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - All federal funded in state travel requires itemized receipts for expenses incurred, as well as the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - Meals can only be claimed with an overnight hotel stay.
- B. The Mississippi Office of Highway Safety can only reimburse sub-grantees for grant funded activity. If a sub-grantee is on non-grant related activities for more than 15 minutes; after such time, they should revert to their own agency funding.
- C. No budget modification requests will be accepted by the MS Office of Highway Safety after **July 31st**. Any proposed changes in this Agreement that would result in changes in the scope, character, or complexity of the agreement, require a Letter and Budget Modification Request to the MS Office of Highway Safety. Changes to the Agreement will not be effective, until both parties have executed the modification.
- D. Sub-Grantee must submit any proposed agreements for contractual services to the MS Office of Highway Safety. Contractual Services must be submitted forty-five (45) days prior to acceptance, due to the fact that contracts must have review and approval by DPS and NHTSA.
- E. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the Sub-Grantee and used for project related expenses or to offset eligible expenses, with the approval of the MS Office of Highway Safety.
- F. Sub-Grantee must complete the Authorized Official or Local Government Resolution included within this Agreement, to accept on behalf of the agency that is represented in this Agreement for federal funding to

defray the costs of the project described in the award. **Grant Agreements are not effective until both parties (MOHS and the Sub-Grantee) have fully executed (signed and dated) the Grant Agreement.**

- G. Sub-Grantee **must maintain** in the Agency grant file, the most current copy of the following policies with the Application for funding. If Agency does not have a current policy, please inform the MS Office of Highway Safety of the un-availability of the policy.
- Seat belt policy (Must Retain a Copy);
 - Warning citation policy (If Applicable);
 - Pursuit policy (Must Retain a Copy);
 - Checkpoint policy (If Applicable);
 - Saturation patrol policy (If Applicable); and
 - DUI enforcement policy (If Applicable)
 - Agency seat belt survey procedures must be provided if usage rate is identified as a performance measure within agreement (If Applicable)
- H. Sub-Grantee **must submit** to the MS Office of Highway Safety a copy of the following policy(s):
- Agency Payroll Schedule- Payroll period begin and payroll end dates & check date);
 - Agency Leave policy (vacation, sick leave, holiday, and military); and
 - Agency Overtime Policy
 - Pursuit Policy
 - In-Direct Cost Agreement (If Applicable)
- I. All training received under federal funded programs must be program related and the Sub-Grantee **must** maintain a copy of the certificate of completion and **must** be available for inspection in the Sub-Grantee grant file. A copy of the certificate of completion **must** be submitted to the MOHS for reimbursement of training expenses.
- J. A Property Inventory form **must** be completed for all equipment. All equipment cost exceeding \$1,000.00 and/or all computer equipment, will be tagged with a Department of Public Safety inventory control number. All equipment will be maintained on the MOHS inventory data base. All equipment purchased with grant funds must be available for inspection. A copy of the most current Property Inventory form must be available in the Agency's grant file.
- K. Implementation of Agreement: All Sub-Grantees **are required** to attend a mandatory grant implementation meeting. Failure to attend one (1) of the available mandatory grant implementation meetings will result in rescinding of the grant funds allocated for the project.
- L. Termination of Agreement:
- In the event of Sub-Grantee noncompliance with any of the provisions of this agreement, the MS Office of Highway Safety may terminate this Agreement by giving the Sub-Grantee a thirty (30) day notice. Before issuing notice of termination of this Agreement, the MS Office of Highway Safety, shall allow the Sub-Grantee a reasonable opportunity to correct noncompliance issues. For noncompliance with the nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.
 - The Sub-Grantee may terminate its participation in this agreement by notifying and submitting the required closeout documentation to the MS Office of Highway Safety, thirty (30) days in advance of the termination date.

- Agreements: Unless otherwise authorized in writing by the MS Office of Highway Safety, the Sub-Grantee shall not assign any portion of the work to be performed under this Agreement, or execute any Agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the MS Office of Highway Safety. Any subcontract under this Agreement must include all required and/or applicable clauses and provisions of this agreement.
- Sub-Grantee failure to meet all reporting, attendance at meeting(s), scheduled events and timely submission of reimbursement requests set forth in the Agreement by the MS Office of Highway Safety, may result in the withholding of reimbursement payments.

VI. UNALLOWABLE COST

Limitations and Conditions: The provisions stated in the following section are not intended to deny flexibility in supporting potential accident and injury reduction activities; however, the conditions do serve as a guide in describing costs that are not allowable for highway safety funding. See NHTSA Highway Safety Grant Funding Guidance.

The following are unallowable:

A. Unallowable Costs for Facilities and Construction:

- Highway construction, maintenance, or design other than design of safety features of highways incorporated into Roadway Safety guidelines
- Construction or reconstruction of permanent facilities, such as paving, driving ranges, towers and non-portable skid pads
- Highway safety appurtenances including longitudinal barriers (such as guardrails), sign supports (except as allowed under Allowable Costs with Conditions for selected Items, Part II.A.2.), luminaire supports, and utility poles (FHWA safety construction Federal-aid funds are available)
- Construction, rehabilitation, or remodeling for any buildings or structures or for purchase of office furnishings and fixtures;

Examples of office furnishings and fixtures

- | | | |
|-------------|------------------|--------------------------|
| • Chair | • Bookcase | • Portable Partition |
| • Table | • Filing Cabinet | • Picture, Wall Clock |
| • Shelving | • Floor Covering | • Draperies and Hardware |
| • Coat Rack | • Office Planter | • Fixed Lighting/Lamp |

- Land (except for SAFETEA-LU Section 2010 and MAP-21 Section 405(f) motorcycle safety grant funds used to purchase a facility which includes the purchase of land upon which the facilities sit.)

B. Unallowable Equipment Costs:

- Fixed and portable truck scales (Motor Carrier safety program funds are available for truck scales)
- Traffic signal preemption systems (FHWA Federal-aid highway program funds are available for traffic signal preemption systems)
- Automated traffic enforcement systems may not be purchased, operated, or maintained with Section 402 funds (including MAP-21 Section 405(b) High Seat Belt Use Rate funds, 405(d) Ignition Interlock funds, 405(e) Distracted Driving funds, and 405(g) GDL funds, in which a State has been approved to use for any eligible project or activity under 23 USC 402). (23 CFR Part 1300.13(c)).
- Radars or other speed measuring devices using MAP-21 Section 405-Impaired Driving Countermeasures and SAFETEA-LU Section 410 Alcohol Impaired Driving Countermeasures grant funds.

C. Unallowable Training Costs:

- Training of employees of Federal civilian and Federal military agencies. Note: Training for Department of the Interior personnel who are assigned Section 402 responsibilities is covered under the 5 percent administrative allowance.
- An individual's salary while pursuing training (except when the individual's salary is already supported with highway safety funds under an approved project).
- Overtime for police officers attending drug recognition expert training.

D. Program Administration:

- General costs of government. For States, local governments and Indian Tribes, the general costs of government are unallowable (except as provided in § 200.474 Travel. Reference 2 CFR § 200.444 and 2 CFR § 200.474).
- NHTSA highway safety grant funds used to defray expenses incurred or sought to be incurred for activities of Federal civilian or military agencies or employees. For Department of the Interior, personnel expenditures for the Section 402 program are covered under the five percent administrative allowance.
- Alcoholic beverages for any consumption purposes or techniques for determining driver impairment are not allowable (See Part III, D.3.). Reference 2 CFR § 200.423.
- Drug impaired activities, equipment and drug impaired training is not allowable using Sections 154/164 funds.

E. Lobbying:

- Federal - the cost of influencing the U.S. Congress and Federal agency officials for activities associated with obtaining grants, contracts, cooperative agreements or loans.
- State and Local-No Federal funds may be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., grassroots) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds to engage in direct contact with State or local legislative officials, in accordance with customary State practice, even if it urges legislative officials to favor or oppose the adoption of a specific pending legislative proposal. (23 CFR Part 1300)

F. Additional Items Unallowable:

- Cell phones and guns are ***not*** allowable for purchase with these funds under any circumstances.
- Costs for equipment purchases exceeding \$5,000.00, must have prior approval from NHTSA. The MS Office of Highway Safety will obtain the approval letter and provide a copy to the Sub-Grantee.
- Where major multi-purpose equipment is to be purchased, costs shall be factored, based on utilization for highway safety purposes.
- Costs for the following equipment items are allowable only if a part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL):
 - (1) Police traffic radar and other speed measuring devices used by the police (devices must meet the recommended federal guidelines);
 - (2) Alcohol testing; and
 - (3) Mobile video systems.
- The cost of training is allowable using DOT/NHTSA developed, equivalent, or endorsed curriculum. Documentation must be provided in order to receive reimbursement for a Full Time Officer's salary for training. MOHS will reimburse an officer's salary, as long as the proper documentation is submitted such as a Certificate of Completion or Certificate of Attendance.

- Development costs of new training curriculum and materials are allowable, if they will not duplicate materials already developed for similar purposes by DOT/NHTSA or by other states. This does not preclude modifications of present materials necessary to meet particular state and local instructional needs.
- Costs are not allowable to pay for an employee's salary while pursuing training, nor to pay the salary of the employee's replacement except where the employee's salary is supported 100% under an approved project.
- All training must be included within the grant Agreement. Only DUI (Alcohol) training is allowed under alcohol funding. Occupant protection training is allowed under occupant protection funding.
- Supplanting, includes: (a) replacing routine and/or existing State or local expenditures with the use of Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.
- The MOHS will not reimburse for the assistance of providing training to law enforcement officers through specialized training activities, unless approved in the MOHS Agreement. Any training or training assistance that is claimed and not listed in the approved MOHS Agreement will not be reimbursed.
- Cost to purchase program advertising space in the mass communication media is not allowable for Sub-Grantees.

CERTIFICATIONS AND ASSURANCES

FEDERAL CERTIFICATIONS AND ASSURANCES

NONDISCRIMINATION

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with all Federal statutes and implementing regulations relating to Nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- FEDERAL-AID HIGHWAY ACT OF 1973, (23 U.S.C. 324 *et seq.*), AND TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- SECTION 504 OF THE REHABILITATION ACT OF 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- THE AGE DISCRIMINATION ACT OF 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- THE CIVIL RIGHTS RESTORATION ACT OF 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- TITLES II AND III OF THE AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private

transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

- EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY POPULATIONS AND LOW-INCOME POPULATIONS (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- EXECUTIVE ORDER 13166, IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Sub-Grantee—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its sub recipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its sub recipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

 - a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
 - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
 - e. To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 contract, the making of any Federal grant, the making 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;
2. 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 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;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Instructions for Primary Certification (Sub-Grantees)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to check the System for Award Management Exclusions website (<https://www.sam.gov>)
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Tier Covered Transactions

- (1) The prospective primary tier participant 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 participating in 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 record, 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.
- (2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal

government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department of agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each sub recipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub recipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the Sub-Grantee must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each sub recipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

MS OFFICE OF HIGHWAY SAFETY CERTIFICATIONS AND ASSURANCES

Alcohol/Impaired Driving/Occupant Protection/Police Traffic Services/ Law Enforcement Liaison (LEL) Coordination and High Visibility Enforcement (HVE) Participation Compliance **(Applies only to Law Enforcement Sub-Grantees)**

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of LEL Coordination and HVE Enforcement Participation must comply with the following:

1. Sub-Grantee with a LEL Network Coordinator Grant **must hold** a LEL Troop Network meeting to promote State/County/Local networking for the national blitz campaigns, blitz reporting, and PI&E efforts. **(LEL Coordination Sub-Grantees Only)**
2. Sub-Grantee with a LEL Network Coordinator Grant **must allow** the LEL network coordinators to assist the MS Office of Highway Safety in promoting and gathering statistics from the NHTSA national blitz campaigns. **(LEL Coordination Sub-Grantees Only)**
3. Sub-Grantee **must engage** in three (3) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, Memorial Day, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols.
4. Sub-Grantee **must** engage in two (2) sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.

5. For each of the national blitz campaigns, Sub-Grantee **must maintain** relevant statistics and **submit** a mobilization form reporting the total number of checkpoints, saturation patrols, arrests and other citations/relevant statistics by the MOHS required deadline. Failure to comply with this requirement may result in delay of reimbursement payments.
6. Sub-Grantee **is required** to generate earned media (example: press conference, TV, radio, social media or print news articles) before, during, or after High Visibility Enforcement (HVE) state and national campaign events and must submit documentation with each activity report.
7. Law Enforcement Sub-Grantees **will use** the following criteria to help identify locations in each city/county for intensified enforcement including checkpoints and saturation patrols.
 - ☐ Unusual incidents of alcohol/ drug related crashes/fatalities;
 - ☐ Alcohol/ drug impaired driving violations;
 - ☐ Unusual number of nighttime single vehicle crashes/fatalities (Impaired, Unbelted and Speed);
 - ☐ Any other documented alcohol/ drug related vehicular incidents;
 - ☐ Citation data related to restrained and unrestrained occupants;
 - ☐ Unusual incidents of unbelted crashes/fatalities
 - ☐ Seatbelt/Child restraint violations;
 - ☐ Unusual incidents of teen crashes/fatalities; and
 - ☐ Unusual incidents of speed crashes/fatalities.

DUI/Impaired Enforcement Compliance

(Applies only to Sub-Grantees funded with Impaired Driving (405d), Alcohol (154) funds, and/or any Police Traffic Service (402) funds used for Impaired Driving and/or Alcohol enforcement)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of DUI/Impaired Enforcement must comply with the following:

1. Sub-Grantee **agrees and commits** to have the DUI/Impaired Officer(s) (if applicable) and/or other officers assigned to work DUI/Impaired overtime to engage their efforts during peak hours when most impaired drivers are likely driving under the influence.
 - Full Time DUI/Impaired Officer(s) shift hours **will include** 4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday and Saturday.
 - Overtime hours for DUI/Impaired Enforcement **will include** 4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday and Saturday.

If proper justification can be made regarding **other dates or time periods** within the jurisdiction for needed enforcement, a written request can be made to MOHS for consideration and approval. However, written approval **must** be given by MOHS prior to implementing hours and day of week outside the above shifts.

2. Specific DUI/Impaired activities in which the DUI/Impaired officer(s) (if applicable) and/or other officers working overtime **will include** checkpoints, saturation patrols and other impaired driving enforcement activities as designated.
3. The Sub-Grantee **will engage** in national campaigns endorsed by the National Highway Traffic Safety Administration.

4. The Sub-Grantee **will engage** in **all** activities as described in the High Visibility Enforcement (HVE) Participation Compliance.
5. The Sub-Grantee **will engage** in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
6. The Sub-Grantee **will generate** earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each quarterly report.

Occupant Protection/Police Traffic Services

High Visibility Enforcement (HVE)

Applies only to Sub-Grantee funded with 402 (OP), 402(PTS) or 405(B)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of Occupant Protection/Police Traffic Service Enforcement must comply with the following:

1. Sub-Grantee funded under a 402/405(b) Occupant Protection/Police Traffic Services Federal grant funds **must participate** in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week.
2. Sub-Grantee **will submit** forms containing the number of child restraint/safety belt citations, etc. and **submit** by the reporting deadline set forth by the MS Office of Highway Safety for the National Click It or Ticket Campaign. Failure to comply with this requirement may result in the delay of reimbursement payments.
3. Sub-Grantee **will generate** earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each activity report.

Audit Requirements:

Law enforcement, state, local, non-profit agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of grant activity must comply with the following (2 CFR§200.501):

(a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific

audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) *Sub-recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) *For-profit sub recipient.* Since this part does not apply to for-profit sub recipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit sub recipients. The agreement with the for-profit sub recipient must describe applicable compliance requirements and the for-profit sub recipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit sub recipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

Sub-Grantees are required to provide a copy of the jurisdiction/agency(s) most recent financial audit with the submission of the Grant Application. If the agency receives an updated audit during the grant year, the agency is required to provide a copy of the audit to the MOHS.

STATE CERTIFICATION AND ASSURANCE
CERTIFICATION AND STANDARD ASSURANCE REQUIREMENT FOR:
(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

CONCERNING: STATE, COUNTY AND LOCAL EMERGENCY RESPONSE AND VEHICULAR PURSUIT POLICIES

When truly applicable and in full cooperation with the MS Office of Highway Safety, all grant and/or Sub-Grantee recipients (regardless of the type of entity or the amount awarded) must show substantial compliance with the following statutory requirement: On or after January 1, 2005, each state, county and local law enforcement agency that conducts emergency response and vehicular pursuits shall adopt written policies and training procedures that set forth the manner in which these operations shall be conducted. Each law enforcement agency may create its own policies or adopt an existing model. All pursuit policies created or adopted by any law enforcement agency must address situations in which police pursuits cross over into other jurisdictions. Law enforcement agencies which do not comply with the requirements of this provision are subject to the withholding of any state funding or state administered federal funding.

MS Code Annotated § 45-1-43, effective from and after July 1, 2004.

The obligation of a Sub-Grantee is to formulate, implement, and maintain certain written pursuit policies and training procedures which specifically set forth how these operations shall be conducted in accordance with State law. Note that “recipient” means any state, county or local law enforcement agency that conducts emergency response and vehicular pursuits and which may also receive any state funding or state administered federal funding.

A true copy of the law enforcement agency’s emergency response and vehicular pursuit policy with pertinent training procedures must be retained in the agency grant file and be available for review. However, when otherwise allowed to submit an alternative for the required documentary confirmation, recipient must specifically identify and acknowledge the use of viable pertinent policies and training procedures, as these factors may be especially expressed through an appropriate letter or timely memorandum of understanding. All relevant information submitted or received by the MOHS, becomes an actual documented part of the grant documentation and thus will be placed within the MOHS master file for grants.

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, Sub-Grantee, or recipient does not show compliance with the statute emphasized above, the grantee, Sub-Grantee or recipient is subject to the withholding of any state funding or state administered federal funding. Failure of grantee, Sub-Grantee or recipient to communicate the relevant policy that is required by statute may lead to adverse cost adjustment, disallowance of costs and/or recovery of pertinent project funds. Such recovery may be accomplished on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

As the Authorized Official for, _____ (Sub-Grantee Name), I certify by my signature below, that I have fully read and I am cognizant of our duties and responsibilities under the emergency response and vehicular pursuit policies statute. Therefore, I hereby comply with this Certification and Standard Assurance requirement by retaining true copy of the applicable state, county or local emergency response and vehicular pursuit policies with training procedures which are pertinent to this organization. A copy of the vehicular pursuit policy must be maintained in the Sub-Grantee agency grant file.

Authorizing Official’s Signature
(Mayor, Board President, Commissioner, Director)

Date

Print Authorizing Official’s Name

Authorizing Official’s Title

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:

This original signed form (blue ink only) must be returned to the MS Office of Highway Safety, within forty-five (45) days of receiving the attached grant award letter.

As the Authorized Official for, _____ (Sub-Grantee Name), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below, that I understand that the Grant Agreement is not effective until both parties (MOHS and Authorized Official) have signed, dated and fully executed the Grant Agreement.

As the Authorized Official, my signature below assures that Federal funds will not be used to supplant State or local funds and that Federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.

Therefore, the Agency, I represent agrees to comply and adhere to all Federal, State and MS Office of Highway Safety Certifications and Assurances and their conditions.

Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

Date

Print Authorizing Official's Name

Authorizing Official's Title

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

WHEREAS, the _____
(Governing Body of Unit of Government)

Herein called the "SUB-GRANTEE" has thoroughly considered the problem addressed in the application (Program Source) **402 Police Traffic Services** and has reviewed the project described in the agreement; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE _____
(Governing Body of Unit of Government)

IN THE JURISDICTION _____ **MISSISSIPPI, THIS** _____ **Day of**
_____, 20 _____ **AS FOLLOWS:**

1. That the project above is in the best interest of the Sub-Grantee and the general public.
2. _____ is authorized to accept, on behalf of the
(Name and Title of Representative)
Sub-Grantee, an award in the form prescribed by the MS Office of Highway Safety for federal funding in the amount of \$ _____ to be made to the Sub-Grantee defraying the cost
(Federal Dollar Requested)
of the project described in the award.
3. One original or certified copy of this resolution must be included as part of the award referenced above.
4. That this resolution shall take effect immediately upon its adoption.

(If Applicable)

DONE AND ORDERED IN OPEN MEETING BY _____
(Chairman of Board/Mayor)

Alderman/Councilperson _____ offered the foregoing resolution and moved its adoption, which was seconded by Alderman/Councilperson _____ and, was duly adopted.

Date: _____

Seal (City/County Seal is required)

Attest: _____

By: _____
(Blue Ink)

Mississippi Office of Highway Safety Designation of Secondary Signatory Official

Pursuant to the MS Department of Public Safety's requirements that the signatory official is the only person authorized to sign official documentation in relation to the sub-grant, such as monthly financial cost reporting worksheets, the (agency/department name) _____ has authorized and approved (print designated secondary signatory official name) _____ to sign any/all forms related to this contract.

Upon approval of this request said person will then be **Responsible/Liable**, as the signatory official, for claims submitted by them to this agency. The approval of this request will allow this person to complete required documentation in the absence and/or on behalf of the signatory official.

Name: _____ Title: _____
(Designated Secondary Signatory Official)

Organization Name: _____

Mailing Address: _____

City: _____ Zip Code: _____

Telephone Number: () _____ Cellular Number: () _____

Email Address: _____

Signature of Designated Secondary Signatory Official: _____

Appointed by Authorizing Official: _____ Date: _____
(Mayor, Board President, Commissioner, Director) (Print Name)

Signature: _____ Title: _____
(Authorizing Official)

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 AUTHORIZING THE CITY OF GULFPORT TO ACCEPT NHTSA POLICE TRAFFIC SERVICES GRANT (PT-2019-PT-21-41) AND TO AUTHORIZE THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS AS MAY BE REQUIRED TO ACCEPT AND ADMINISTER THE GRANT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, by and through the City of Gulfport Police Department, was granted permission and authorization by the City Council to apply for a grant through the State of Mississippi, Department of Public Safety, Division of Public Safety Planning, Office of Highway Safety or funding for personnel services; and

WHEREAS, the authorized grant application was submitted, and the City has recently been advised that the City is the recipient of a NHTSA Police Traffic Services Grant (PT-2019-PT-21-41) in the amount of \$16,487.36 which will provide funding for the costs associated with traffic officers as more fully set forth in the memorandum from Leonard Papania, Police Chief, which is attached hereto as Exhibit “A”; and

WHEREAS, the City of Gulfport seeks authorization of the City Council to accept the aforementioned grant and seeks authorization for the Mayor to execute those documents as may be required to accept and administer the grant.

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

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

Section 2. That the City of Gulfport be and it is hereby authorized to accept the NHTSA Police Traffic Services Grant (PT-2019-PT-21-41) in the amount of \$16,487.36 the details of which are more fully set forth in the Memorandum from Police Chief Leonard Papania, attached hereto as Exhibit “A” and the Mayor be and hereby is authorized to execute any and all documents as may be required to accept and administer the grant.

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: Brittany Rodgers, Clerk of Council
Police Department

Date: 08/15/2018

Subject: Resolution - authorizing the City of Gulfport, by and through the Gulfport Police Department, to accept the Alcohol and Drug Impaired Driving Grant No.154AL-2019-ST-21-41 and authorizing the Mayor to execute any and all documents as may be required to effectuate acceptance of the Grant, 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 AUTHORIZING THE CITY OF GULFPORT BY AND THROUGH THE GULFPORT POLICE DEPARTMENT TO ACCEPT THE ALCOHOL AND DRUG IMPAIRED DRIVING GRANT NUMBER 154A-2019-ST-21-41 AND TO AUTHORIZE EXECUTION OF ANY AND ALL DOCUMENTS AS MAY BE REQUIRED TO EFFECTUATE ACCEPTANCE OF THE GRANT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, by and through the City's Municipal Police Department, with authorization of the City Council, applied for the Alcohol and Drug Impaired Driving Grant number 154A-2019-ST-21-41 and now seeks approval to accept the grant funds; and

WHEREAS, the Gulfport Police Department, as more fully set forth in the Memorandum of Police Chief Leonard Papania which is attached hereto as Exhibit "A" (with agreement attached thereto), has been awarded Alcohol and Drug Impaired Driving Grant number 154A-2019-ST-21-41 which will assist the Gulfport Police Department in funding 100% of overtime and commodities (including a quarterly training luncheons) for programs intended to reduce the number of D.U.I. related injuries and fatalities through increased enforcement and enhanced officer training; and

WHEREAS, acceptance of the grant requires execution of certain documents, including the documents attached as a part of Exhibit "A" which must be signed by various city officials to effectuate the City's acceptance of the grant. .

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

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

Section 2. That the City of Gulfport, by and through the City's Police Department, be and it is hereby authorized to accept the Alcohol and Drug Impaired Driving Grant number

154A-2019-ST-21-41 the details of which are more fully set forth in the Memorandum from the Police Chief Leonard Papania attached hereto as Exhibit "A" and that the Mayor and Chief of Police be, and they hereby are, authorized to execute the any and all documents as may be required to effectuate the City's acceptance of the grants.

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
From: Chief Leonard Papania, Gulfport Police Department
Date: August 15, 2018
Re: Permission to Accept the Alcohol and Drug Impaired Driving Grant

Please place the item described below on the next Council agenda.

Subject: Permission to accept the Alcohol and Drug Impaired Driving Grant number 154AL-2019-ST-21-41 in the amount \$95,473.60.

Mississippi Department of Public Safety, Division of Public Safety Planning. Office of Highway Safety awarded the grant to the police department in an effort to reduce the number of D.U.I. related injuries and fatalities through increased enforcement and enhanced officer training. The grant provides funding for 100% of the overtime and commodities including cost of quarterly training luncheons. The goal of this project is to prevent injuries and fatalities thereby making streets of Gulfport safer.

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 AUTHORIZING THE CITY OF GULFPORT BY AND THROUGH THE GULFPORT POLICE DEPARTMENT TO ACCEPT THE ALCOHOL AND DRUG IMPAIRED DRIVING GRANT NUMBER 154AL-2019-ST-21-41 AND TO AUTHORIZE EXECUTION OF ANY AND ALL DOCUMENTS AS MAY BE REQUIRED TO EFFECTUATE ACCEPTANCE OF THE GRANT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, by and through the City's Municipal Police Department, with authorization of the City Council, applied for the Alcohol and Drug Impaired Driving Grant number 154AL-2019-ST-21-41 and now seeks approval to accept the grant funds; and

WHEREAS, the Gulfport Police Department, as more fully set forth in the Memorandum of Police Chief Leonard Papania which is attached hereto as Exhibit "A" (with agreement attached thereto), has been awarded Alcohol and Drug Impaired Driving Grant number 154AL-2019-ST-21-41 which will assist the Gulfport Police Department in funding 100% of overtime and commodities (including a quarterly training luncheons) for programs intended to reduce the number of D.U.I. related injuries and fatalities through increased enforcement and enhanced officer training; and

WHEREAS, acceptance of the grant requires execution of certain documents, including the documents attached as a part of Exhibit "A" which must be signed by various city officials to effectuate the City's acceptance of the grant.

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

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

Section 2. That the City of Gulfport, by and through the City's Police Department, be and it is hereby authorized to accept the Alcohol and Drug Impaired Driving Grant number

154AL-2019-ST-21-41 the details of which are more fully set forth in the Memorandum from the Police Chief Leonard Papania attached hereto as Exhibit "A" and that the Mayor and Chief of Police be, and they hereby are, authorized to execute the any and all documents as may be required to effectuate the City's acceptance of the grants.

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: Margaret Murdock, Assistant Attorney
Human Resources

Date: 08/13/2018

Subject: Resolution - authorizing the City of Gulfport to accept Grant Funding from the Blue Cross & Blue Shield of Mississippi Foundation, authorizing the Mayor to execute any and all documents required to accept and administer the same, 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 AUTHORIZING THE CITY OF GULFPORT TO ACCEPT GRANT FUNDING FROM THE BLUE CROSS & BLUE SHIELD OF MISSISSIPPI FOUNDATION, TO AUTHORIZE THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS REQUIRED TO ACCEPT AND ADMINISTER THE SAME, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, by and through the City of Gulfport Office of Human Resources, was granted permission and authorization to apply for a grant from the Blue Cross and Blue Shield of Mississippi Foundation for funding in support of the Healthy Heroes Program; and

WHEREAS, the grant application was submitted, and the City has recently been advised that the City is the recipient of grant funding in the amount of \$29,360.00 from the Blue Cross and Blue Shield of Mississippi Foundation for the Healthy Heroes Program, as more fully set forth in the grant documents attached hereto as Exhibit “A”; and

WHEREAS, the City of Gulfport seeks authorization of the City Council to accept the aforementioned grant as more fully set forth in the memorandum from Cheryl Millender, Human Resources Manager, which is attached hereto as Exhibit “B”, which memorandum provides additional details regarding the grant..

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

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

Section 2. That the City of Gulfport, by and through its Office of Human Resources, be and it is hereby authorized to accept the Blue Cross and Blue Shield of Mississippi Foundation Grant in the amount of \$29,360.00 in support of the Healthy Heroes Program, the details of which are more fully set forth in the grant documents, attached hereto as Exhibit “A” and to take any and all steps as may be required to complete and effectuate said application.

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



**Blue Cross & Blue Shield of
Mississippi Foundation**

A Subsidiary of Blue Cross & Blue Shield of Mississippi.

3545 Lakeland Drive
Flowood, Mississippi 39232
www.healthiermississippi.org

Sheila B. Grogan, CPA
Executive Director

August 3, 2018

The Honorable Billy Hewes
Mayor, City of Gulfport
2309 15th Street
Gulfport, MS 39501

Dear Mayor Hewes:

The Blue Cross & Blue Shield of Mississippi Foundation Board of Directors approved a grant in the amount of \$29,360 for the City of Gulfport to implement the Healthy Heroes Program.

The Grant Agreement used by the Foundation is a standard agreement that has been specifically approved by the Foundation Board. As such, the Foundation is not at liberty to make material changes to the Grant Agreement without Board approval. Enclosed are two originals of the Grant Agreement for your signature. After signatures are obtained on both documents, please send them back to me. I will forward an original to you with the grant award.

Thank you. We are proud to partner with the City of Gulfport.

Best of health,

A handwritten signature in cursive script that reads "Sheila B. Grogan".

Sheila B. Grogan

cc: Ms. Cheryl Millender, Human Resources Manager, City of Gulfport

Building a Healthy Mississippi.

Blue Cross & Blue Shield of Mississippi, A Mutual Insurance Company, and Blue Cross & Blue Shield of Mississippi Foundation are independent licensees of the Blue Cross and Blue Shield Association.

BLUE CROSS & BLUE SHIELD OF MISSISSIPPI FOUNDATION

GRANT AGREEMENT

This Grant Agreement is entered into by and between the Grantee and Grantor as of the Effective Date. All capitalized terms not defined herein shall have the meaning set forth on the Schedule of Definitions attached hereto.

1. General

- (a) Purpose. The Grant Award from the Grantor to the Grantee will be used for, and only for, the purposes and manner described in the grant application and proposal submitted to the Grantor by the Grantee Representative on the Grant Application Date.
- (b) Grant Term. This Grant Agreement shall remain in effect from the Effective Date until the Final Report Date, unless earlier terminated as provided herein.
- (c) Grant Award Number. The parties shall refer to the Grant Award Number and Grant Project on all correspondence between them relating to the Grant Award and/or this Grant Agreement.
- (d) Incorporation of Grant Application. The parties agree that all terms and provisions of the Grant Application, including responses to the Grant Application provided by Grantee, are incorporated into and form a part of this Grant Agreement.

2. Grantee Responsibilities

- (a) Administration. The conduct and administration of the Grant Project, as well as all aspects of the fiscal management of this grant and compliance with the terms of this agreement, are the sole responsibility and under the sole control of the Grantee. The Grantee's Executive Representative and Project Director will remain in place throughout the Grant Period, with any requests for changes submitted to the Foundation in writing. Grantee must receive written approval from Grantor prior to any change in the Executive Representative or the Project Director. If a requested change in the Executive Representative or the Project Director is not approved, this Grant Agreement will terminate and Grant Funds will be returned to the Grantor in accordance with paragraph 2(g) of this Agreement. No member, director, officer, or employee of the Grantor shall be involved in decisions concerning the disposition or control of the Grant Award after delivery of the funds to Grantee.
- (b) Self-Dealing. The Grant Award shall not be used to benefit directly or indirectly any individual, corporation, partnership, business association, organization, trust, or any other entity that would be described by the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (the "Code"), as a "disqualified person" with respect to the Grantor. "Disqualified persons" include the members, directors, officers, and employees of the Grantor.

- (c) Compliance. The Grantee shall comply with all federal, state and local rules and regulations concerning the activity for which the grant proceeds are used.
- (d) Lobbying. The Grant Award shall not be used in any way to carry on propaganda, influence a political campaign or otherwise attempt to influence legislation, except as permitted by the Code.
- (e) Tax Exempt Status. Grantee certifies that it is an organization classified by the Internal Revenue Service as exempt from federal taxes under Sections 501(c)(3) or 501(a) of the Code or is a governmental unit described in Section 170(c)(1) of the Code. In the event this status changes, the Grantee shall notify the Grantor immediately.
- (f) Foundation Status. Grantee certifies that it is not a private foundation as defined in the Code, or if so classified is an exempt operating foundation under Section 4940(d)(2). In the event the Grantee is so classified in the future, the Grantee shall notify the Grantor immediately.
- (g) Return of Funds. All Grant Funds (or the unused portion thereof) shall be returned to the Grantor upon the occurrence of any of the following events:
 - (i) All Grant Funds must be expended or encumbered before the end of the Grant Term. Funds not expended or encumbered when the Grant Term ends shall be returned to Grantor unless a subsequent use is approved by the Grantor in writing before the end of the Grant Term as described below;
 - (ii) The Grantee ceases to be an exempt organization under Sections 501(c)(3) or 501(a) of the Code;
 - (iii) The Grantee discontinues the Grant Project or activity for which the Grant Award was intended to be used; or,
 - (iv) The Grantee violates any term of this Grant Agreement or the Grant Application.

In the event the Grantee does not utilize all of Grant Award, the Grantee may request in writing approval to utilize any unused portion of the Grant Award for purposes other than or different from those outlined in the Grantee's original Grant Application or this Agreement. This written request shall include a proposed budget, a detailed description of the intended use, and reporting obligations. The request must be submitted and approved prior to the end of the Grant Term. Grantor shall not be obligated to agree to Grantee's request in whole or in part. Should the parties be unable to agree on the prospective use of the then remaining funds contained in the Grant Award prior to the end of the Grant Term, Grantor shall have the right to terminate this Grant Agreement and Grantee shall return any unused portion of the Grant Award to Grantor.

Grant Funds returned pursuant to this provision shall be returned within thirty (30) days of the Final Report Date.

- (h) Property or Equipment Acquisition. Provided expenditures for capital acquisition are specifically included in this Grant Agreement, Grantee may utilize Grant Award funds for

such purposes. At the close of the Grant Term, title to all equipment acquired by Grantee in accordance with the terms of this Grant Agreement shall remain vested in Grantee.

- (i) Other Sources of Funding. Prior to the execution of this Grant Agreement, Grantee shall disclose to Grantor all other sources of funding as well as all pending grant applications for the project outlined in the Grant Application and this Grant Agreement. Grantee shall supplement such disclosure, as appropriate, during the Grant Term.
- (j) Public Disclosure and Announcements. Public disclosures of the Grant Award made herein may not be made by the Grantee without the written approval of Grantor. Any communication where the Grantor's name, symbols or trademarks appear together with any other entity's name, symbols or trademarks aside from those of the Grantee, are not permitted and will not be approved. Further, the Grantee must use only its organizational name, symbol or trademark or the name, symbol or trademark associated with the sponsored program. NO OTHER USES WILL BE APPROVED BY THE FOUNDATION.

ANY USE OF THE GRANTOR'S NAME, SYMBOLS OR TRADEMARKS MUST BE PRESENTED FOR APPROVAL AT LEAST THIRTY (30) DAYS PRIOR TO USE. THE APPROVAL OF THE USE OF GRANTOR'S NAME, SYMBOLS OR TRADEMARKS IS SOLELY IN THE DISCRETION OF THE GRANTOR.

SHOULD ANY USE OF THE GRANTOR'S NAME, SYMBOLS OR TRADEMARKS OCCUR WITHOUT PRIOR APPROVAL BY THE GRANTOR, THE GRANTOR MAY IN ITS DISCRETION IMMEDIATELY TERMINATE THE GRANT AGREEMENT AND ANY UNUSED GRANT FUNDS SHALL BE REPAID TO THE GRANTOR.

- (k) Financial Accounting. Grantee shall submit and Grantor shall rely upon the specific financial accounting requirements of this grant in accordance with the financial reports attached hereto and made a part of this agreement as Exhibit A. Any request to reclassify budget line item amounts must be submitted to the Foundation in writing with detailed justification, and prior to expenditure of grant funds related to such proposed reclassification. Budget line item amounts may not be reclassified by the Grantee without the written approval of Grantor, and Grant funds for which reclassification is requested cannot be expended until such reclassification is approved in writing by Grantor.
- (l) Objectives and Outcomes. The performance of Grantee in accomplishing the purposes of the Grant Award will be measured and evaluated relative to the achievement of specific objectives and outcomes. Grantor reserves the right at any time during the Grant Term to terminate this Agreement following a thirty (30) day written notice to Grantee of the Grantor's determination, in its sole discretion, of the failure or likely failure of the funded program to attain the objectives and/or outcomes or benefits anticipated or that the program outcomes are significantly fewer or less than expected. In the event of such termination, the Grantor will have no further obligation to provide any undistributed portion of the Grant Award.
- (m) Reporting of Grant Activity. During the Grant Term, Grantee shall furnish Grantor with progress reports outlining grant activity and progress toward objectives in accordance with Exhibit A of this Grant Agreement. Progress reports will be due on the Progress Report Dates.

Grantor may from time to time contact Grantee in order to review a previously submitted progress report or arrange a visit to Grantee offices and/or locations to review grant activities.

On the Final Report Date, Grantee shall submit a final Grant Report which shall review the performance and activities over the course of the entire Grant Term. The final Grant Report shall include a financial statement accounting for the use of all Grant Award funds, which statement shall be certified as true, complete and accurate by the chief executive officer or chief financial officer of Grantee or, at Grantor's request, audited in accordance with generally accepted auditing standards by a certified public accountant reasonably acceptable to Grantor. If funds remain unused as of the Final Report Date, Grantee may request permission to use any unused portion of the Grant Award as provided for in Section 2(g) above.

- (n) Confidentiality. Grantee agrees that, unless expressly authorized by Grantor to do so, Grantee shall not, either during or after the Grant Term, except as provided for herein, (a) disclose to any third party, (b) use for Grantee's benefit or the benefit of others, or (c) publish information that is secret or confidential to Grantor (hereinafter "Information"). Such Information includes, but is not limited to, information disclosed by Grantor to Grantee in connection with the Grant Award and information compiled by Grantee in implementation of the project supported in whole or in part by the Grant Award, whether written, oral, or obtained by viewing Grantee's premises, data, reports, project designs, outcomes, and information generated as a result of the Grant, computer programs, knowledge, and data relating to processes, formulae, research efforts, owned, controlled, or possessed by Grantor. This obligation of confidentiality and nonuse shall not apply to (a) Information that at the time of the disclosure is in the public domain; (b) Information that, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by Grantee; (c) Information that Grantee can establish by reasonable proof was in Grantee's possession at the time of disclosure; or (d) Information that Grantee receives from a third party who has a right to disclose it to Grantee.
- (o) Ownership of Materials. Grantee agrees that items (including, but not limited to, data, reports, expertise, knowledge or outcomes) created or generated as a direct result of the Grant Award shall at all times be recognized as the exclusive property of Grantor. Grantee further agrees that at no time, without express authorization from Grantor, shall Grantee make such items available to third parties.

3. Grantor Responsibilities

- (a) Upon execution of the Grant Agreement, the Grant Award will be distributed by Grantor under the terms of this Grant Agreement and according to the Grant Distribution Schedule.

4. Miscellaneous

- (a) Entire Agreement. This Grant Agreement, including the Grant Application, documents, exhibits and schedules referred to herein, constitutes the entire agreement between the Grantor and Grantee and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they related in any way to the subject matter hereof.

- (b) Publicity. Grantor reserves the right to the control and use of its name, symbols, trademarks, trade names, service marks, and copyrights presently existing or later established. Grantee shall not use Grantor's name, symbols, trademarks, trade names, or service marks in advertising, promotional materials, publications, interviews, or otherwise, without the prior written consent of Grantor. In the event Grantee breaches the terms of this provision, Grantee will be liable to Grantor for any indirect, special or consequential damages, including without limitation lost profits. Additionally, in the event of a breach of this provision, Grantor will have the right to terminate this Agreement immediately without prior notice and the Grant Award shall be returned to the Grantor immediately.
- (c) Governing Law. This Grant Agreement shall be governed by and construed in accordance with the domestic laws of the State of Mississippi without giving effect to any choice or conflict of law, provision or rule (whether of the State of Mississippi or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Mississippi.
- (d) Survivability. Sections 2(g), 2(i), 2(n), 2(o) and 2(b) shall survive the termination of this Grant Agreement.

5. Definitions

- (a) "Progress Report Dates" shall mean the dates on which the progress reports for the Grant Project must be submitted to the Grantor, which shall be the following dates:

October 1, 2018; January 1, 2019; April 1, 2019; July 1, 2019; October 31, 2019; and November 30, 2019.
- (b) "Effective Date" shall mean August 1, 2018.
- (c) "Final Report Date" shall mean November 30, 2019.
- (d) "Grant Agreement" shall mean this agreement between the Grantor and Grantee, including all schedules and exhibits attached hereto and the Grant Application completed by the Grantee attached as Exhibit B.
- (e) "Grant Application Date" shall mean June 28, 2018.
- (f) "Grant Award" shall mean a Grant issued pursuant to the Grant Agreement in the amount of \$29,360.
- (g) "Grant Award Number" shall mean BCBSMSF-2018-115.
- (h) "Grant Distribution Schedule" shall mean the distribution of the Grant Award in the amounts and on the dates as follows:

<u>Distribution Date</u>	<u>Distribution Amount</u>
August 2018	\$29,360

- (i) "Grant Term" shall mean the term beginning on August 1, 2018, and ending on October 31, 2019. Grant Funds must be expended or encumbered by the end of the Grant Term.

- (j) "Grantee" shall mean the City of Gulfport.
- (k) "Grant Project" shall mean Healthy Heroes Program.
- (l) "Grantee Representative" shall mean The Honorable Billy Hewes, Mayor, City of Gulfport.
- (m) "Executive Representative" shall mean The Honorable Billy Hewes, Mayor, City of Gulfport.
- (n) "Project Director" shall mean Cheryl Millender, Human Resources Manager, City of Gulfport.
- (o) "Grantor" shall mean Blue Cross & Blue Shield of Mississippi Foundation.

GRANTOR

Blue Cross & Blue Shield of Mississippi Foundation

By: _____
Thomas C. Fenter, M.D.
Chairman of the Board of Directors

Date: _____

The Grantee hereby accepts this grant and agrees to abide by all conditions under which it is made as stated in this Grant Agreement. I have full authority to accept on behalf of the Grantee this Grant Agreement and all conditions therein.

GRANTEE

By: _____

Title: _____

Date: _____

Exhibit A

Blue Cross & Blue Shield of Mississippi Foundation Guidelines for the Healthy Heroes Initiative and Grantee Reporting Instructions

Congratulations for your selection as a grantee of the Blue Cross & Blue Shield of Mississippi Foundation. We provide this overview of the evaluation process as a tool for your use. Please read carefully the requirements set for each and submit your reports timely. By utilizing this reporting structure, your organization and the Blue Cross & Blue Shield of Mississippi Foundation can monitor the progress of our efforts and better measure our effectiveness. If you have questions, please contact Sheila Grogan at (601) 664-4525.

Guidelines for implementing the Healthy Heroes Initiative:

1. The Healthy Heroes Initiative is designed for grades K, 1, 2, 3, 4, and 5.
2. The Healthy Heroes lessons are to be taught during regularly scheduled P.E. classes where students have room to exercise (push-ups, jumping jacks, arms circles, etc.) without chairs or other objects that would obstruct activity. The school gym, open outside green space, and outside patios or concreted areas on the school property are suggested locations for teaching Healthy Heroes lessons and activities.
3. The Healthy Heroes, whether uniformed police officers or uniformed firefighters, are to make a minimum of 12 visits to schools (grades K, 1, 2, 3, 4, and 5) evenly distributed over the course of the grant period, using only the materials provided at the Blue Cross & Blue Shield of Mississippi Foundation during the August 29, 2018, Healthy Heroes Training Conference. One day with one or more P.E. classes is considered to be one visit. More than 12 visits may be made, but they must be evenly distributed over the course of the grant period.
4. The Healthy Heroes program, program name, or program materials, are not to be combined with any other programs, program names, or program materials.
5. The Healthy Heroes are to make a minimum of one visit in each school month during the grant period (July 1, 2018 – October 31, 2019). School months are: September, October, November, and December 2018; and January, February, March, April, May, August, September, and October 2019.
6. For each of the visits to schools evenly distributed over the course of the grant period, the Healthy Heroes will:
 - A. Teach a healthy eating lesson using the nutrition materials provided by the Blue Cross & Blue Shield of Mississippi Foundation;
 - B. Teach a physical fitness lesson that includes exercise activities based on the training received at the Blue Cross & Blue Shield of Mississippi Training Conference;
 - C. Distribute a “I’m a Healthy Hero” sticker to each participating student; and
 - D. Lead a walk with students and faculty around the school or around the block, with the Healthy Heroes banner carried by individuals at the front of the group. Encourage administrators, parents, residents, and others to participate.



MEMORANDUM

TO: Mayor Billy Hewes
Dr. John Kelly, Chief Administrative Officer
City Council Members

FROM: Cheryl Millender, Human Resources Manager
Health Insurance Committee

REGARDING: Blue Cross & Blue Shield of MS Foundation
Healthy Heroes Program

DATE: August 13, 2018

In June we applied for the Blue Cross & Blue Shield of Mississippi Foundation Healthy Heroes Program.

The purpose of the program is to increase health literacy among students in grade K-5. Blue Cross & Blue Shield of Mississippi Foundation will provide a ½ day training session to 3-4 Police/Fire personnel in order for them to go into local elementary schools *once* per month and be the guest speaker during the physical education class. The curriculum and training materials will be supplied by the Blue Cross & Blue Shield of Mississippi Foundation.

On August 3, 2018 we received an award letter, informing us that we have been approved to receive a grant in the amount of \$29,360 for the City to implement the Healthy Heroes Program.

A portion of these funds will be used to purchase several fitness stations that will be strategically placed throughout Jones Park. This will provide additional opportunities to the growing number of citizens/visitors that utilize the park for daily physical exercise.

The remainder of the monies to introduce our 600 employees to the value of the farmer's market that is located in Jones Park, by providing them with a \$10.00 voucher, to be used to purchase healthy, locally grown, fresh produce.

Therefore, we are requesting approval of the attached Grant Agreement, approved by the Foundation Board.

Please advise if additional information is needed.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
City Council

Date: 08/13/2018

Subject: Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport at the 2018 Port City Bowl, 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 2018 PORT CITY BOWL, AND FOR RELATED PURPOSES

WHEREAS, the Port City Bowl, a season kick off night of football featuring Gulfport High School and Harrison Central High School, was played on August 17, 2018, and drew approximately 10,000 persons to the City of Gulfport and its environs; and

WHEREAS, the City of Gulfport receives priceless advertising of its opportunities, possibilities and resources as a result of the Port City Bowl, which is hoped to become an annual event hosted, in alternating years, by Gulfport High School and Harrison Central High School; 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 show appreciation and promote the City of Gulfport to individuals from around the State who attend the two football games; 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 \$5,000.00 to support the Port City Bowl serves the purposes of advertising and bringing into favorable notice the opportunities, possibilities and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

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

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

Section 2. That the City of Gulfport, by and through its Mayor, is hereby authorized to expend municipal funds in the amount of Five Thousand Dollars (\$5,000.00), via special check (if necessary),

payable to Harrison County School District for the 2018 Port City Bowl to be used to advertise the event and the City of Gulfport for the reasons set forth in the Preamble hereto.

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

Harrison County School District

Athletic Department

11072 Highway 49 Gulfport, MS 39503

Telephone: (228)539-6500 Facsimile: (228)539-6507

Roy Gill, Superintendent of Education

Bobby Trosclair, Athletic Director

August 8, 2018

Mr. R. Lee Flowers
City of Gulfport
P.O. Box 1780
Gulfport, MS 39502

Mr. Flowers and the City of Gulfport:

On behalf of the Athletic Departments of the Harrison County School District and the Gulfport School District, I request the support of the City of Gulfport for our event again this fall. Harrison Central High School and Gulfport High School will host the "*Port City Bowl*."

The *Port City Bowl* is a high school football doubleheader scheduled for Friday, August 17, 2018 at Earl B. Phillips Stadium in Lyman. Harrison Central will host Jefferson Davis Co. High School; Gulfport will play George County. In 2017, Gulfport High School hosted the event at Milner Stadium in Gulfport with your support.

We request a sponsorship in the amount of \$5,000 to help underwrite the cost of putting on the *Port City Bowl*. Not only will this event serve as the "kick-off" for the upcoming high school football season, it will draw high school fans from two visiting schools into our community. Jefferson Davis Co. is a newly consolidated school combining Bassfield and Prentiss, that won the state MHSAA state championship in 2017. George Co. has a proud football tradition and is a long-time rival of both GHS and HCHS. Both visiting schools have passionate fan bases that will travel to our city. Last year we had over 10,000 people in attendance and many of those spent the entire weekend on the coast.

We are very excited about our partnership between the two largest high schools in Gulfport. I hope the City of Gulfport will join us in this worthy endeavor.

Sincerely,

Bobby Trosclair
Director of Athletics





Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Leisure Services

Date: 08/02/2018

Subject: Resolution - approving public display of fireworks at the Leukemia and Lymphoma Society Light the Night Walk, 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 APPROVING
PUBLIC DISPLAY OF FIREWORKS AT THE LEUKEMIA AND LYMPHOMA SOCIETY
LIGHT THE NIGHT WALK, AND FOR RELATED PURPOSES**

WHEREAS, the Leukemia and Lymphoma Society Light the Night Walk will be held in Jones Park (Harbor Market Pavilion) on Thursday evening, October 11, 2018; and

WHEREAS, during the Light the Night Walk, at approximately 8:30 PM, a fireworks display, shot from Moses Jetty, is planned as a part of the festivities which are designed to raise money to assist with treatment of and a search for a cure for Leukemia and Lymphoma, and permission has been requested to allow the fireworks display; and

WHEREAS, the City Council finds that it is in the best interest of the City to approve, and permit this public display of fireworks.

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, pursuant to Code of Ordinances, Section 10-55(c), the Leukemia and Lymphoma Society is granted this written permit for a public display of fireworks during the Society's Light the Night Walk on October 11, 2018, at approximately 8:30 PM from Moses Jetty near the City's Gulfport Municipal Marina in 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

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Purchasing

Date: 08/10/2018

Subject: Request - to purchase Tyler Cashiering Module to the existing MUNIS Financial Software
- City Wide.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, CPPB

Date: August 10, 2018

Re: Request to Purchase Tyler Cashiering Module – City Wide

Please see attached letter of request from Rick Fisher recommending the purchase of Tyler Cashiering Module to the existing MUNIS Financial software. The addition of this module will allow the city to move to a more centralized and integrated process for all departments that deal with sales, collection of fees and fine collections. The Cashiering module allows for secure credit card processing and is fully PCI (payment card industry) security compliant.

Costs are as noted below; the total upfront cost is \$164,422.00 which has been budgeted for FY2018; then annual costs of \$13,860.00.

Tyler Cashiering Module Software	\$93,322.00
Annual Software Maintenance	\$13,860.00
Work Station license (\$2,862.00 x NTE 20 stations)	\$57,240.00
TOTAL UPFRONT COSTS	\$164,422.00

Thank you for your consideration.



Department of Technology
& Information Management

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

August 8, 2018

To: Linda Elias
Comptroller/City Clerk
City of Gulfport

Jones Building
1422 23rd Ave
Gulfport, MS 39501

RE: Request To Add Cashiering Module To Munis

This request is to purchase the Cashiering module for our existing Munis Financial software. This will be purchased with existing FY2018 budgeted funds and is not a request for an increase. A budget amendment to transfer funds within our department has been submitted to fund this project.

The addition of the Cashiering module will allow the city to move to a more centralized and integrated process for our departments that must deal with sales, collections of fees, and fine collections to better service our citizens. It will also make our internal accounting processes more efficient and modernize our business practices.

The Cashiering module allows for secure credit card processing and is fully PCI, payment card industry security, compliant as well as the Federal Check 21 Act compliant, which allows for the creation of an electronic cash letter containing images of checks to be submitted to a bank in lieu of a traditional deposit with paper checks.

If desired, Cashiering can also be used in the future to streamline city business by integrating department's financial services. City staff members could be set up to take multiple payments for city services from one location such as Utility Billing staff taking a payment for a water account and to renew a business license if needed or a court staff member to take a fine payment and accept a water payment in one transaction.

This module along with the improved and more effective use of our Citizen Self Service module and other Munis features will provide Gulfport with a modern and effective online presence for our citizens. Users will eventually be able to go a "one stop shop" on our website and if needed pay multiple fees, fines, and bills with one transaction, if they wish to do so, all in a secure online environment.

The addition of the Cashiering module software will cost \$93,322 and the hardware is approximately \$2,862 per work station needed. The yearly software maintenance will be \$13, 860, which has also been accounted for in the budget transfer request proposed.

Again, this purchase, software and hardware, is being requested from existing FY2018 budgeted funds and is not a request for an increase.

Thank you for your consideration in this matter and in moving the city of Gulfport into the future for our citizens and employees.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Fisher".

Rick Fisher
Director of Technology
& Information Management



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Brittany Rodgers, Clerk of Council
Leisure Services

Date: 08/14/2018

Subject: Request - authority to advertise for bids for the remediation to the Orange Grove Community Center.

Recommendation:



Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, Purchasing Manager

Date: August 10, 2018

Ref: Legal Advertisement Approval for Orange Grove Community Center Roof

Request permission to legally advertise for Construction services to Re-Roof the Orange Grove Community Center within 30 days.

Thank you for your consideration.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Rick Fisher, Information Systems Director
Information Systems

Date: 08/10/2018

Subject: Budget Amendment #49 - to transfer funds within the Information Technology
Department Budget.

Recommendation:



**Department of Technology
& Information Management**

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

August 3, 2018

Jones Building
1422 23rd Ave
Gulfport, MS 39501

To: Linda Elias
Comptroller/City Clerk
City of Gulfport

From: Rick Fisher
Director
Technology and
Information Management

Subject: Budget Amendment, Transfer Existing Funds from Software
Maintenance to Computer Projects Account

The Department of Technology and Information Management is requesting to transfer existing FY2018 funds from our Maintenance Contract Account to our Computer Projects Account. These funds will be used to replace to assist in the replacement/purchase of two needed servers and adding the Cashiering Module software and hardware to our existing Munis Financial System.

Amount:	From Maintenance Contracts:	To Computer/Projects:
\$31,701	150-621700	150-630400

Please place on the August 21, Council Agenda.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rick Fisher".

Rick Fisher
Director of Technology
& Information Management

City of Gulfport

Budget Amendment Request

Fund Name	<u>General fund</u>	Date	<u>08/13/18</u>
Department #	<u>150</u>	Budget Entry #	<u>2018-49</u>
Department Name	<u>Information Technology</u>		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Other Services	923,043	-	(31,701)	891,342
Capital Outlay	360,065	67,151	31,701	458,917
Total	1,283,108	67,151	-	1,350,259

The Department of Information Technology is requesting a Budget Amendment to transfer funds from maintenance contracts to capital outlay to purchase servers and the Cashiering Module software and hardware . D 150-621700 I 150-630400

Amendment # 2018-49



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Sherry Dulaney, Accounts Payable Supervisor
Accounts Payable

Date: 08/13/2018

Subject: Docket of Claims- to be approved through August 22, 2018.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Nellie Henry, Urban Development Clerk
Code Enforcement

Date: 08/10/2018

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: August 10, 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 21st day of August, 2018.

Please place the attached item on the Council agenda for August 21, 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: August 10, 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 3

Parcel 1:	0811G-04-014.000. Lots 26-27, Blk. 21, Soria City awarded to Richmond Construction for \$105.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 1611 21st Street. (McDuffie)
Parcel 2:	0811H-05-027.000. N 1/2 of Lot 7, Blk. 17, Soria City awarded to Ladner Lawn and Tractor for \$1057.00 to board up and secure all openings. Cut and clean grounds and remove all trash and miscellaneous debris from site located at 1332 19th Street. (Thompkins)

Total: \$1162.00

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 **21st** day of **August**, 2018, the following Resolution:

**A RESOLUTION AWARDED 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:	0811G-04-014.000. Lots 26-27, Blk. 21, Soria City awarded to Richmond Construction for \$105.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 1611 21st Street. (McDuffie)
Parcel 2:	0811H-05-027.000. N 1/2 of Lot 7, Blk. 17, Soria City awarded to Ladner Lawn and Tractor for \$1057.00 to board up and secure all openings. Cut and clean grounds and remove all trash and miscellaneous debris from site located at 1332 19th Street. (Thompkins)

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: Margaret Murdock, Assistant Attorney
Legal

Date: 08/13/2018

Subject: Ratification - of acceptance of donated Easement from Kenwood Baptist Church - to be made a part of the minutes.

Recommendation:

SCANNED



J. J. Jordan 1st Judicial District
Instrument 2018 4619 D - J1
Filed/Recorded 7/24/2018 03:35 P
Total Fees \$ 12.00
5 Pages Recorded

This Instrument prepared by and to be returned to:

Margaret Murdock, Esq.
City Attorney's Office
P.O. Box 1780
Gulfport, Mississippi 39502
(228) 868-5811

PERPETUAL DRAINAGE EASEMENT

REVIEWED ✓

FOR AND IN CONSIDERATION of the sum of ONE and NO/100 Dollars (\$1.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned **Grantor**,

KENWOOD MISSIONARY BAPTIST CHURCH

12217 Old Highway 49
Gulfport, MS 395073
Telephone: (228) 832-9377

does hereby grant, convey, assign, and transfer unto **Grantee**,

CITY OF GULFPORT, MISSISSIPPI

A Mississippi Municipal Corporation
2309 15th Street
Gulfport, Mississippi 39501
Telephone (228) 868-5811

a perpetual easement for construction, installation, operation and maintenance of a drainage system over, across, and under the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

See Exhibit "A" and Exhibit "B" attached.

Grantors further grant unto the City of Gulfport and its employees and contractors a Right of Entry on Grantors' remaining and adjacent property for the purpose of construction and maintenance of said drainage system. Any damage caused to Grantors' remaining and adjacent property as a direct result of the City's use of the Right of Entry will be repaired, as reasonably possible, to pre-damage condition.

INDEXING INSTRUCTIONS:

NE 1/4 of the SE 1/4 of Section 5, Township 7 South, Range 11
West, City of Gulfport, First Judicial District of Harrison County,
Mississippi

WITNESS OUR SIGNATURES on this the 18th day of July, 2018.

Glenn Westbrook
GLENN WESTBROOK, TRUSTEE

Barry Oakes
BARRY OAKES, TRUSTEE

Jack Wellman
JACK WELLMAN, TRUSTEE

Tommy Shirley
TOMMY SHIRLEY, TRUSTEE

RATIFIED AND APPROVED:

Paul A. Williams
For and on behalf of
Hancock Whitney Bank

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 17th day of July, 2018, GLENN WESTBROOK, who acknowledged to me that he is a duly elected Trustee of Kenwood Missionary Baptist Church and that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed, after first being duly authorized to do so.

Angela J. Crawford
NOTARY PUBLIC

My Commission Expires:

Jan. 27, 2020



**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 18th day of July, 2018, BARRY OAKES, who acknowledged to me that he is a duly elected Trustee of Kenwood Missionary Baptist Church and that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed, after first being duly authorized to do so.

Angela J. Crawford
NOTARY PUBLIC

My Commission Expires:

Jan 27, 2020

(SEAL)



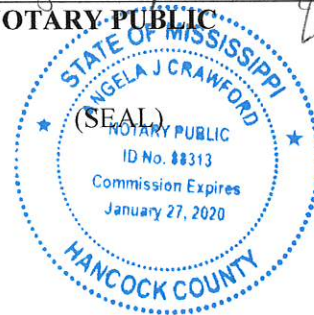
**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 18th day of July, 2018, JACK WELLMAN, who acknowledged to me that he is a duly elected Trustee of Kenwood Missionary Baptist Church and that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed, after first being duly authorized to do so.

Angela J. Crawford
NOTARY PUBLIC

My Commission Expires:

Jan. 27, 2020



**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 17th day of July, 2018, TOMMY SHIRLEY, who acknowledged to me that he is a duly elected Trustee of Kenwood Missionary Baptist Church and that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed, after first being duly authorized to do so.

Angela J. Crawford
NOTARY PUBLIC

My Commission Expires:

Jan. 27, 2020



Exhibit "A"

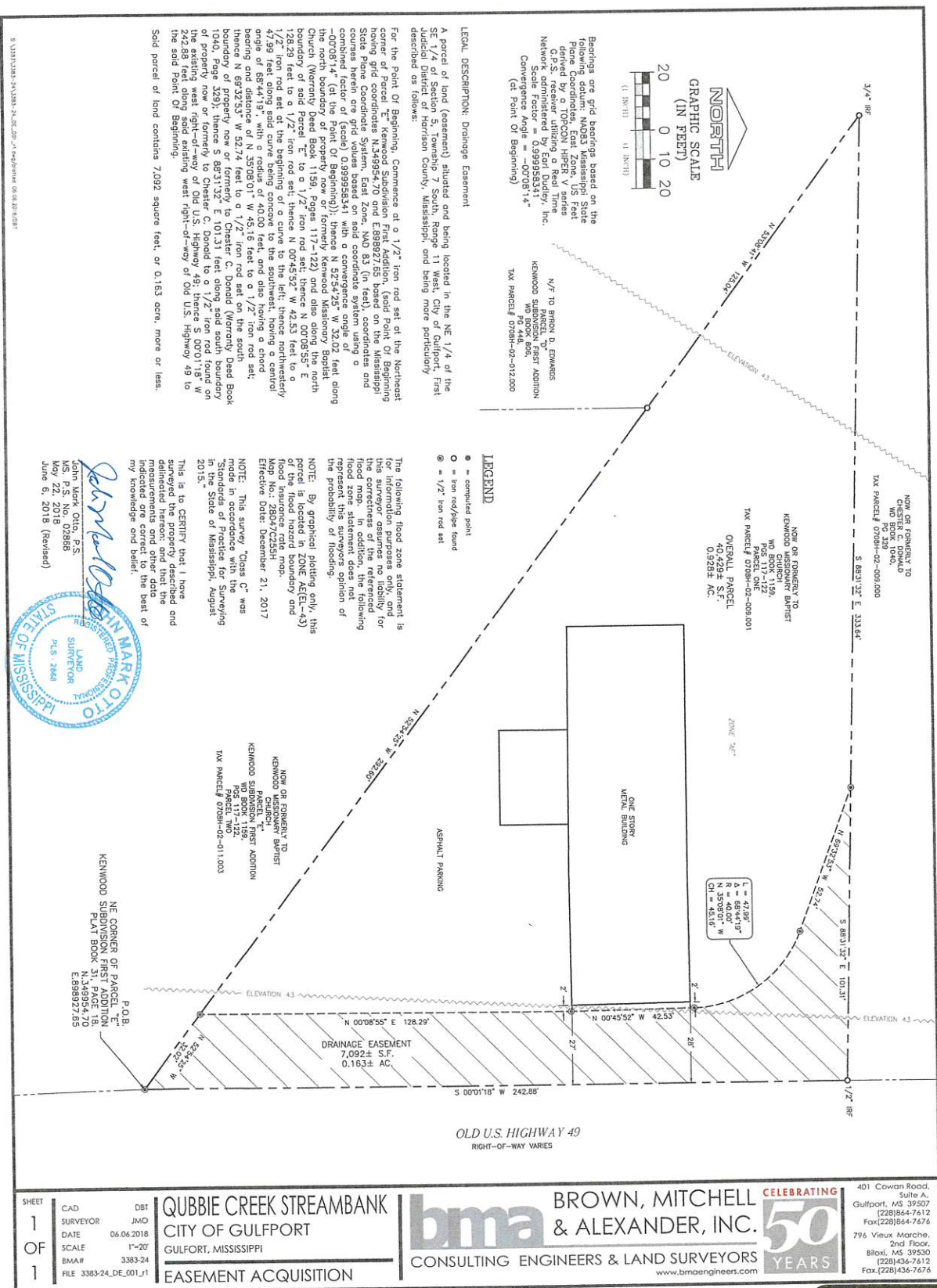
Drainage Easement

A parcel of land (easement) situated and being located in the NE 1/4 of the SE 1/4 of Section 5, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows:

For the Point Of Beginning, Commence at a 1/2" iron rod set at the Northeast corner of Parcel "E" Kenwood Subdivision First Addition, (said Point Of Beginning having grid coordinates N.349954.70 and E.898927.65 based on the Mississippi State Plane Coordinate System, East Zone, NAD 83 (in feet), coordinates and courses herein are grid values based on said coordinate system using a combined factor of (scale) 0.999958341 with a convergence angle of -00°08'14" (at the Point Of Beginning)); thence N 52°54'25" W 32.02 feet along the north boundary of property now or formerly Kenwood Missionary Baptist Church (Warranty Deed Book 1159, Pages 117-122) and also along the north boundary of said Parcel "E" to a 1/2" iron rod set; thence N 00°08'55" E 128.29 feet to a 1/2" iron rod set; thence N 00°45'52" W 42.53 feet to a 1/2" iron rod set at the beginning of a curve to the left; thence northwesterly 47.99 feet along said curve being concave to the southwest, having a central angle of 68°44'19", with a radius of 40.00 feet, and also having a chord bearing and distance of N 35°08'01" W 45.16 feet to a 1/2" iron rod set; thence N 69°32'53" W 52.74 feet to a 1/2" iron rod set on the south boundary of property now or formerly to Chester C. Donald (Warranty Deed Book 1040, Page 329); thence S 88°31'32" E 101.31 feet along said south boundary of property now or formerly to Chester C. Donald to a 1/2" iron rod found on the existing west right-of-way of Old U.S. Highway 49; thence S 00°01'18" W 242.88 feet along said existing west right-of-way of Old U.S. Highway 49 to the said Point Of Beginning.

Said parcel of land contains 7,092 square feet, or 0.163 acre, more or less.

5



SHEET 1 OF 1
CAD SURVEYOR
DATE 06.06.2018
SCALE 1"=20'
BMA# 3383-24
FILE 3383-24_DE_001_1

QUBBIE CREEK STREAMBANK
CITY OF GULFPORT
GULFPORT, MISSISSIPPI
EASEMENT ACQUISITION



BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
www.bmaengineers.com

CELEBRATING 50 YEARS

401 Cowan Road, Suite A, Gulfport, MS 39507
(228) 864-7612
Fax (228) 864-7676
796 Vieux Marche, 2nd Floor, Biloxi, MS 39530
(228) 436-7419
Fax (228) 436-7676

EXHIBIT

B

tabbles



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Public Works

Date: 08/13/2018

Subject: Ratification - of acceptance of Bernheim Easement - to be made a part of the minutes.

Recommendation:

SCANNED

REVIEWED



J. H. H. H. 1st Judicial District
 Instrument 2018 4769 D - J1
 Filed/Recorded 7/31/2018 03:05 P
 Total Fees \$ 12.00
 5 Pages Recorded

This Instrument prepared by and to be returned to:

Margaret Murdock, Esq.
 City Attorney's Office
 P.O. Box 1780
 Gulfport, Mississippi 39502
 (228) 868-5811

PERPETUAL DRAINAGE AND UTILITY EASEMENT

FOR AND IN CONSIDERATION of the sum of ONE and NO/100 Dollars (\$1.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned **Grantors**,

P.G. BERNHEIM, JR., and wife, MACHELLE T. BERNHEIM
 104 Dumaine Place
 Madison, MS 39110
 (601) 209-5160

do hereby grant, convey, assign, and transfer unto **Grantee**,

CITY OF GULFPORT, MISSISSIPPI
 A Mississippi Municipal Corporation
 2309 15th Street
 Gulfport, Mississippi 39501
 Telephone (228) 868-5811

a perpetual easement for construction, installation, operation and maintenance of a drainage and/or utility system over, across, and under the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

See Exhibit "A" and Exhibit "B" attached.

Grantors further grant unto the City of Gulfport and its employees and contractors a Right of Entry on Grantors' remaining and adjacent property for the purpose of construction and maintenance of said drainage system. Any damage caused to Grantors' remaining and adjacent property as a direct result of the City's use of the Right of Entry will be repaired, as reasonably possible, to pre-damage condition.

INDEXING INSTRUCTIONS:

Lot 12, Mississippi City Company Survey in Section 2,
Township 8 South, Range 11 West
First Judicial District, Harrison County, Mississippi

WITNESS MY SIGNATURE on this the 26 day of July, 2018.

P.G. Bernheim, Jr.
P.G. BERNHEIM, JR.

Machelle T. Bernheim
MACHELLE T. BERNHEIM

STATE OF MISSISSIPPI
COUNTY OF Hinds

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 26 day of July, 2018, P.G. BERNHEIM, JR., who, acknowledged to me that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed.

Adina Vaughn
NOTARY PUBLIC

My Commission Expires:

8/13/19

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 26 day of July, 2018, MACHELLE T. BERNHEIM, who, acknowledged to me that she signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as her free and voluntary act and deed.

Adina Vaughn
NOTARY PUBLIC

My Commission Expires:

8/13/19

(SEAL)

Exhibit "A"

Drainage and Utility Easement

Commence at the Northwest Corner of Lot 16, Block 6 as identified on map or plat entitled "Grass Lawn Addition" and on file in the office of the Harrison County Chancery Clerk, Harrison County, Mississippi in Plat Book 3 at Page 67 (Copy Book 2 at Page 114);

Thence South 00 Degrees 34 Minutes 40 Seconds East along the west margin of Lot 16, Block 6 and Lot 16, Block 3 and also being the west margin of the street vacated as per Cause No. 31,865 and Minute Book 88 at Page No. 62, a distance of 350.05 feet to a found rebar with cap on the north margin of now 2nd Street;

Thence South 72 Degrees 55 Minutes 52 Seconds West along the north margin of now 2nd Street, a distance of 62.0 feet to a found rebar with cap at the southwest corner of the property described as Parcel 2 in deed recorded in Instrument Number 2013-6235-D-J1 and being a part of Lot Twelve (12) of Mississippi City Company's survey in Section 2, Township 8 South, Range 11 West for the POINT OF BEGINNING of the hereon described "Drainage Easement";

Thence North 00 Degrees 21 Minutes 23 Seconds West, a distance of 372.5 feet to a found iron pipe at the northwest corner of the property described as Parcel 2 in deed recorded in Instrument Number 2013-6235-D-J1 and being a part of Lot Twelve (12) of Mississippi City Company's survey in Section 2, Township 8 South, Range 11 West and said point being on the south right-of-way of the Louisville & Nashville Railroad Company;

Thence North 73 Degrees 30 Minutes 30 Seconds East along the south right-of-way of said Louisville & Nashville Railroad Company, a distance of 60.3 feet to a found iron pipe at the northeast corner of the property described as Parcel 2 in deed recorded in Instrument Number 2013-6235-D-J1 and being a part of Lot Twelve (12) of Mississippi City Company's survey in Section 2, Township 8 South, Range 11 West;

Thence South 00 Degrees 34 Minutes 40 Seconds East along a part of the east boundary of the property described as Parcel 2 in deed recorded in Instrument Number 2013-6235-D-J1 and being a part of Lot Twelve (12) of Mississippi City Company's survey in Section 2, Township 8 South, Range 11 West, a distance of 31.2 feet to a set rebar;

Thence South 73 Degrees 30 Minutes 30 Seconds West, a distance of 50.0 feet to a set rebar;

Thence South 00 Degrees 21 Minutes 23 Seconds East, a distance of 341.1 feet to a set rebar on the north margin of now 2nd Street;

Thence South 72 Degrees 55 Minutes 52 Seconds West along the north margin of now 2nd Street, a distance of 10.4 feet to the POINT OF BEGINNING.

The easement contains 0.12 of an acre, more or less and is a part Lot Twelve (12) of Mississippi City Company's survey in Section 2, Township 8 South, Range 11 West, Harrison County, Mississippi and also being a part of Parcel 2 as described in Instrument Number 2013-6235-D-J1 in the office of the Harrison County Chancery Clerk, Harrison County, Mississippi.

INDEXING: PART OF THE LOT 12, OF MISSISSIPPI AND CITY COMPANY SURVEY IN SECTION 2, TOWNSHIP 8 SOUTH, RANGE 11 WEST, HARRISON COUNTY, MISSISSIPPI AND ALSO BEING A PART OF PARCEL 2 AS DESCRIBED IN INSTRUMENT NUMBER 2013-6233-DJ1 IN THE OFFICE OF THE HARRISON COUNTY CHANCERY CLERK, HARRISON COUNTY, MISSISSIPPI.

NORTH

0 60 120 180

SCALE: 1" = 60'

REFERENCE MATERIALS:

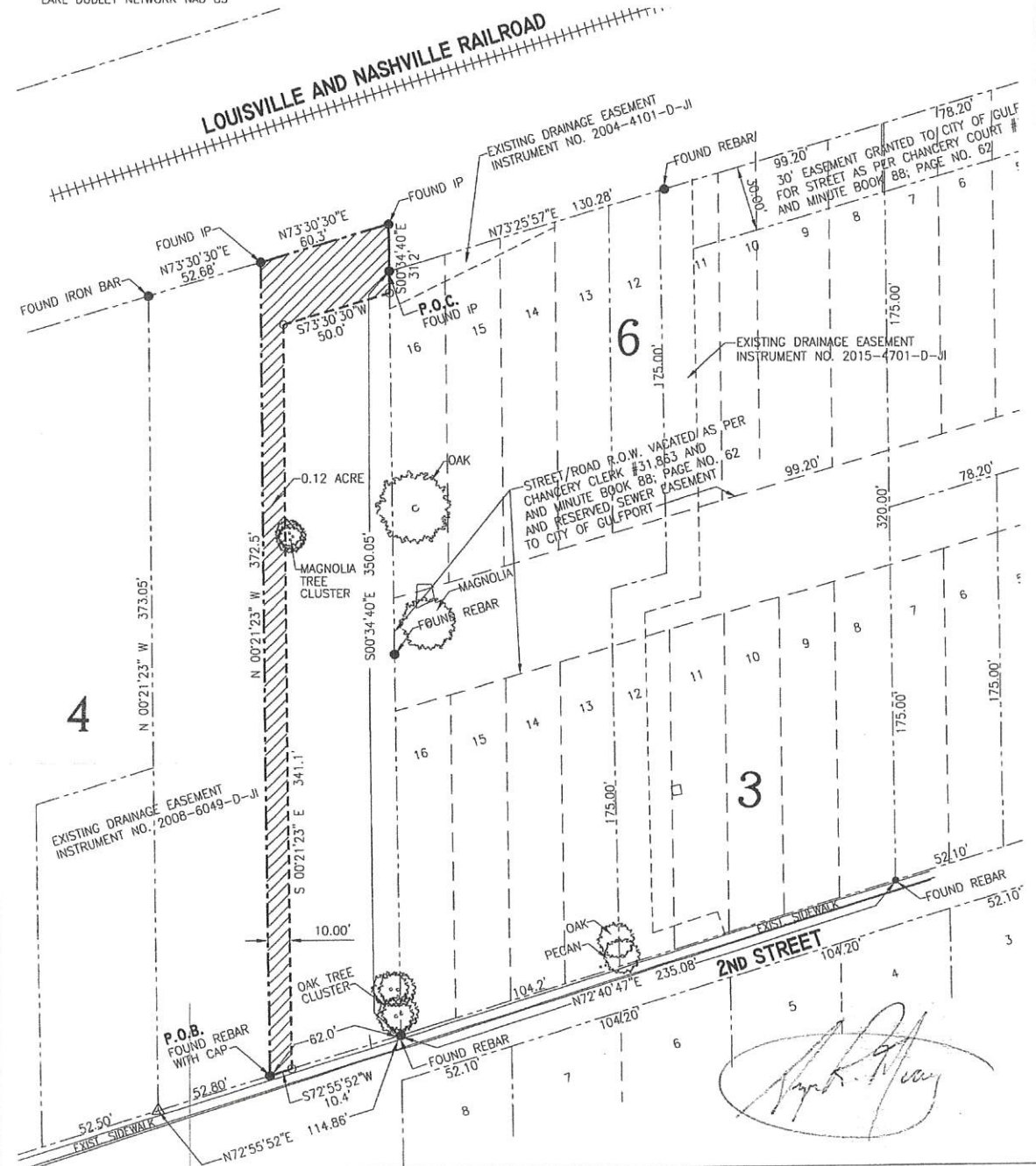
- 1 - WARRANTY DEEDS
- 2 - HARRISON COUNTY TAX MAP
- 3 - AERIAL MAP
- 4 - SUBDIVISION PLATS

LEGEND:

- P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
● = FOUND REBAR/FOUND IP
○ = SET REBAR WITH CAP
△ = FOUND MAG NAIL

NOTES:

- 1 - NO TITLE REPORT FURNISHED.
- 2 - RECORDS NOT CHECKED FOR EASEMENTS AND OR RIGHT-OF-WAY.
- 3 - BEARING BASED ON "GPS" GRID. EARL DUDLEY NETWORK NAD 83



SCALE: 1" = 60'		APPROVED: G. MOONEY	DRAWN BY: D. BELL
DATE: JUNE 14, 2018		CLASS "C" SURVEY	REVISION NO.:
CITY OF GULFPORT ENGINEERING DEPARTMENT 4050 HEWES AVENUE, GULFPORT, MS 39507			
JOB CREW: G. MOONEY	REFERENCE BASE MAP: NO. 0911E	DRAWING NUMBER	
BOOK NO.:	REF. PROPERTY:	1 OF 1	



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Purchasing

Date: 08/13/2018

Subject: Letter - regarding bid awarded by Purchasing to Bailey Lumber & Supply Co. for Bayou Vista Club House Renovation - Leisure Services Department - to be made a part of the minutes.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, CPPB

Date: August 6, 2018

Re: Bayou Vista Club House Renovation
Department of Leisure Services

I have reviewed the bids received on the above referenced item and find Bailey Lumber & Supply Co., to be the lowest and best bid for a total amount of \$19,445.28.

I have issued Purchase Order # 199347 accordingly and respectfully request you to spread this across the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.

Bayou View Golf Course Club House

Bids Received 07/12/18

Description	BAILEY LUMBER			84 LUMBER			PHILLIPS BLDG. SUPPLY		
	Qty	Unit Cost	Extended Cost	Qty	Unit Cost	Extended Cost	Qty	Unit Cost	Extended Cost
Rebar 5/8 x 20' (grade 60)	100	\$ 9.39	\$ 939.00	100	\$ 8.97	\$ 897.00	100	\$ 9.39	\$ 939.00
Rebar 3/8 x 20' (grade 40)	5	\$ 3.76	\$ 18.80	5	\$ 3.24	\$ 16.20	5	\$ 3.69	\$ 18.45
5/8 X 10 HDG ANCHOR 3" SQ	80	\$ 1.61	\$ 128.80	80	\$ 1.26	\$ 100.80	80	\$ 2.89	\$ 231.20
2 X 6 X 12 KD SYP #2	2	\$ 7.72	\$ 15.44	2	\$ 9.12	\$ 18.24	2	\$ 7.29	\$ 14.58
2 X 4 X 18 #2&BTR KD SPF	28	\$ 10.39	\$ 290.92	28	\$ 12.38	\$ 346.58	28	\$ 9.99	\$ 279.72
2 X 12 X 18 KD SYP #2	10	\$ 27.37	\$ 273.70	10	\$ 28.89	\$ 288.89	10	\$ 25.95	\$ 259.50
.006 X 20 X 100 POLY CLEAR	2	\$ 75.77	\$ 151.54	2	\$ 65.63	\$ 131.26	1	\$ 149.99	\$ 149.99
Remesh 6 x 6 x 10 5' x 150'	4	\$ 81.04	\$ 324.16	4	\$ 91.88	\$ 367.52	4	\$ 82.99	\$ 331.96
2 x 4 x 8 concrete brick	100	\$ 0.50	\$ 50.00	100	\$ 0.42	\$ 42.00	100	\$ 0.69	\$ 69.00
stirrup package	1	\$ 500.56	\$ 500.56	0	\$ -	\$ -	0	\$ -	\$ -
18" x 18" #3 stirrup (51)	0	\$ -	\$ -	51	\$ 4.68	\$ 238.68	51	\$ 3.33	\$ 169.83
18" x 12" #3 stirrup (40)	0	\$ -	\$ -	40	\$ 3.75	\$ 150.00	40	\$ 3.33	\$ 133.20
18" x 16" #3 stirrup (12)	0	\$ -	\$ -	12	\$ 4.40	\$ 52.80	12	\$ 3.33	\$ 39.96
18" x 12" x 18" #3 u bar (12)	0	\$ -	\$ -	12	\$ 4.68	\$ 56.16	12	\$ 2.00	\$ 24.00
5689 tie wire 300ft #16	2	\$ 4.97	\$ 9.94	2	\$ 12.42	\$ 24.84	2	\$ 4.99	\$ 9.98
rod chairs #2 3x6/8 - framing	12	\$ 0.13	\$ 1.56	12	\$ 0.15	\$ 1.80	12	\$ 0.19	\$ 2.28
sill sealer 5-1/2x50'	5	\$ 4.27	\$ 21.35	5	\$ 4.18	\$ 20.90	5	\$ 4.99	\$ 24.95
2 x 6 x 16 #1 kdat	13	\$ 27.73	\$ 360.49	13	\$ 35.00	\$ 455.00	13	\$ 13.40	\$ 174.20
2 x 6 x 16 kd syp #2	60	\$ 10.30	\$ 618.00	60	\$ 9.98	\$ 598.80	60	\$ 9.68	\$ 580.80
2 x 6 x 10 kd syp #2	144	\$ 6.71	\$ 966.24	144	\$ 6.80	\$ 979.20	144	\$ 6.25	\$ 900.00
2 x 4 x 10 kd syp #2	129	\$ 4.24	\$ 546.96	129	\$ 4.53	\$ 584.37	129	\$ 4.79	\$ 617.91
2 x 4 x 16 #1 kdat	9	\$ 18.49	\$ 166.41	9	\$ 24.89	\$ 224.01	9	\$ 10.99	\$ 98.91
2 x 4 x 16 kd sype #2	75	\$ 8.19	\$ 614.25	75	\$ 9.70	\$ 727.50	75	\$ 8.99	\$ 674.25
8 x 8 x 16 syp treated #2	4	\$ 96.62	\$ 386.48	4	\$ 149.00	\$ 596.00	4	\$ 89.99	\$ 359.96
2 x 12 x 8 kd sype #2	26	\$ 10.26	\$ 266.76	13	\$ 22.96	\$ 298.48	26	\$ 8.99	\$ 233.74
15/32 x 4 x 8 rated sheat 3pl	15	\$ 20.53	\$ 307.95	15	\$ 22.57	\$ 338.55	15	\$ 22.69	\$ 340.35
2 x 8 x 8 kd sype #2	34	\$ 5.86	\$ 199.24	17	\$ 12.78	\$ 217.26	34	\$ 5.53	\$ 188.02
2 x 6 x 16 #1 kdat	18	\$ 27.73	\$ 499.14	18	\$ 35.00	\$ 630.00	18	\$ 34.99	\$ 629.82
2 x 10 x 14 kd syp #2	8	\$ 13.64	\$ 109.12	8	\$ 13.40	\$ 107.20	8	\$ 13.49	\$ 107.92
2 x 10 x 14 kd syp #2	11	\$ 13.64	\$ 150.04	11	\$ 13.40	\$ 147.40	11	\$ 13.49	\$ 148.39
2 x 6 x 14 kd syp #2	16	\$ 9.35	\$ 149.60	16	\$ 9.34	\$ 149.44	16	\$ 8.30	\$ 132.80
2 x 6 x 22 kd syp #2	10	\$ 15.07	\$ 150.70	10	\$ 24.33	\$ 243.30	10	\$ 22.89	\$ 228.90
2 x 6 x 20 kd syp #2	12	\$ 13.42	\$ 161.04	12	\$ 13.21	\$ 158.52	12	\$ 11.99	\$ 143.88
2 x 6 x 18 kd syp #2	8	\$ 11.59	\$ 92.72	8	\$ 11.89	\$ 95.12	8	\$ 10.69	\$ 85.52

Bayou View Golf Course Club House
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Description	BAILEY LUMBER			84 LUMBER			PHILLIPS BLDG. SUPPLY		
	Qty	Unit Cost	Extended Cost	Qty	Unit Cost	Extended Cost	Qty	Unit Cost	Extended Cost
2 x 6 x 16 kd syp #2	12	\$ 10.30	\$ 123.60	12	\$ 9.98	\$ 119.76	12	\$ 9.68	\$ 116.16
2 x 6 x 14 kd syp #2	8	\$ 9.35	\$ 74.80	8	\$ 9.34	\$ 74.72	8	\$ 8.30	\$ 66.40
2 x 6 x 12 kd syp #2	12	\$ 7.72	\$ 92.64	12	\$ 8.08	\$ 96.96	12	\$ 7.29	\$ 87.48
2 x 6 x 16 #1 kdat porch	14	\$ 27.73	\$ 388.22	16	\$ 35.00	\$ 560.00	14	\$ 34.99	\$ 489.86
2 x 6 x 14 kd syp #2	6	\$ 9.35	\$ 56.10	6	\$ 9.35	\$ 56.10	6	\$ 8.30	\$ 49.80
2 x 6 x 8 kd syp #2	10	\$ 4.98	\$ 49.80	10	\$ 4.98	\$ 49.80	10	\$ 3.98	\$ 39.80
2 x 6 x 16 #1 kdat eave blkg	16	\$ 27.73	\$ 443.68	16	\$ 35.00	\$ 560.00	16	\$ 34.99	\$ 559.84
2 X 12 X 16 syp treated #2	4	\$ 36.09	\$ 144.36	4	\$ 70.00	\$ 280.00	4	\$ 30.99	\$ 123.96
19/32 x 4 x 8 syp rated sheath plywood roof	120	\$ 23.41	\$ 2,809.20	257	\$ 22.59	\$ 5,805.63	120	\$ 24.79	\$ 2,974.80
19/32 x 4 x 8 syp rated sheath plywood attic floor	25	\$ 23.41	\$ 585.25	0	\$ -	\$ -	25	\$ 24.79	\$ 619.75
19/32 x 4 x 8 syp rated sheath plywood walls	90	\$ 23.41	\$ 2,106.90	0	\$ -	\$ -	90	\$ 24.79	\$ 2,231.10
pscl 58 (250)	500	\$ 0.07	\$ 35.00	2	\$ 6.85	\$ 13.70	2	\$ 10.99	\$ 21.98
19/32 x 4 x 8 syp rated sheath plywood kitchen walls	22	\$ 23.41	\$ 515.02	0	\$ -	\$ -	22	\$ 24.79	\$ 545.38
grip-rite ice&water 1.95/sq	5	\$ 43.56	\$ 217.80	5	\$ 80.01	\$ 400.05	5	\$ 275.00	\$ 1,375.00
9' x 150' logo prma pro wrap	3	\$ 50.00	\$ 150.00	3	\$ 59.46	\$ 178.38	3	\$ 74.21	\$ 222.63
ezfit 2-3/8 x 113 hdg 650383	10	\$ 56.14	\$ 561.40	0	\$ -	\$ -	10	\$ 64.99	\$ 649.90
ezfit 3 x 120 rs hdg 650385 simpson	10	\$ 71.76	\$ 717.60	0	\$ -	\$ -	10	\$ 46.99	\$ 469.90
msta24z (50)	66	\$ 1.51	\$ 99.66	66	\$ 6.46	\$ 426.36	66	\$ 5.82	\$ 384.12
h10a hurricane tie (50)	84	\$ 1.68	\$ 141.12	84	\$ 1.76	\$ 147.84	84	\$ 1.59	\$ 133.56
h10a double	4	\$ 1.83	\$ 7.32	4	\$ 1.98	\$ 7.92	4	\$ 1.89	\$ 7.56
huc810hdg	8	\$ 17.47	\$ 139.76	8	\$ 19.50	\$ 156.00	8	\$ 20.50	\$ 164.00
epc8z	4	\$ 47.32	\$ 189.28	4	\$ 41.59	\$ 166.36	4	\$ 51.24	\$ 204.96
0000000 ssp	220	\$ 1.69	\$ 371.80	220	\$ 0.69	\$ 151.80	220	\$ 0.62	\$ 136.40
hdu4-ds2.5	32	\$ 18.54	\$ 593.28	32	\$ 19.73	\$ 631.36	32	\$ 19.25	\$ 616.00
wa50414 1/2 x 4-1/4" (25)	32	\$ 0.71	\$ 22.72	32	\$ 1.78	\$ 56.96	32	\$ 1.99	\$ 63.68
sp6 (100)	34	\$ 1.11	\$ 37.74	34	\$ 1.06	\$ 36.04	34	\$ 1.04	\$ 35.36
ssp	200	\$ 0.59	\$ 118.00	200	\$ 1.06	\$ 212.00	200	\$ 1.04	\$ 208.00
ez-17134 pp 1-1/2 x 148 hdg	1	\$ 68.69	\$ 68.69	1	\$ 83.74	\$ 83.74	1	\$ 59.99	\$ 59.99
cs16	1	\$ 113.63	\$ 113.63	1	\$ 117.00	\$ 117.00	1	\$ 104.99	\$ 104.99
			\$ 19,445.28			\$ 19,692.30			\$ 21,105.33

Bayou View Golf Course Club House

Bids Received 07/12/18

Description	BAILEY LUMBER			84 LUMBER			PHILLIPS BLDG. SUPPLY		
	Qty	Unit Cost	Extended Cost	Qty	Unit Cost	Extended Cost	Qty	Unit Cost	Extended Cost

Items that need to be bid separately

2 x 12 x 16 clr kdat	23	\$ 54.69	\$ 1,257.87			\$ -			\$ -
2 x 10 x 8 kd sype #2	25	\$ 7.23	\$ 180.75			\$ -	25	\$ 10.99	\$ 274.75
2 x 10 x 16 kd sype #2	10	\$ 17.58	\$ 175.80	13	\$ 22.96	\$ 298.48	10	\$ 22.49	\$ 224.90
2 x 6 x 16 #1 kdat lookouts	16	\$ 27.73	\$ 443.68	16	\$ 35.00	\$ 560.00	16	\$ 13.40	\$ 214.40
sp6 (100)	2	\$ 1.11	\$ 2.22			\$ -			\$ -
h2.5az (100)	100	\$ 0.33	\$ 33.00	100	\$ 0.26	\$ 26.00			\$ -
6070 w/6010 transom twin	1	\$ 1,272.14	\$ 1,272.14			\$ -			\$ -
3070 w/3010 transom	1	\$ 738.24	\$ 738.24			\$ -			\$ -
3056 w/3010 transom	4	\$ 235.14	\$ 940.56			\$ -			\$ -
3050 w/3010 transom twin	4	\$ 485.81	\$ 1,943.24			\$ -			\$ -

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Terri Goad, Procurement Specialist

Date: August 10, 2018

Re: Bayou Vista Club House Electrical Supplies
Department of Leisure Services

I have reviewed the bids received on the above referenced item and find Stuart C. Irby, to be the lowest and best bid for a total amount of \$22,437.80.

I have issued Purchase Order # 200296 accordingly and respectfully request you to spread this across the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.

BAYOU VISTA GOLF CLUB HOUSE ELECTRICAL
7/31/2018
PO# 200296
Leisure Services

Description/Part Number	QTY	Irby Electrical	All Phase Electric	Mayer Electric
Lot Electrical Supplies for Club House	1	\$22,437.80	\$24,747.65	\$27,000.00
TOTAL:		\$22,437.80	\$24,747.65	\$27,000.00



**CITY OF GULFPORT
SPECIFICATIONS/BID FORM**

Date: July 31 2018

Raven Vista Golf Club House Electrical

- Please provide a quote for the below mentioned item(s). All quotes must be submitted on this form.
- Bids are due by **August 09 2018 10 am**. Bids may be faxed to 228-868-5883 or emailed to jdyer@gulfport-ms.gov.
- City of Gulfport reserves the right to accept or reject any or all bids and to waive technicalities if deemed to be in the best interest of the City of Gulfport. Bids are awarded according to the lowest and best bid submitted.

	Unit Cost	Extended Cost
1 each NQ ML Panel (interior) -NQ Panelboard consisting of 120/240 V 1 ph 3W 60Hz SACCR-22kA Fully rated Main Lug only: 400A Incoming conductors:1-1/0-750,(2) 1/0-350 kcmil Bus: Copper: Silver/Tin Plated CU Ground Bar 30 Circuit Interior Type 1, Box: 74H x 20W x 5.75D Incoming: Bottom Trim: Flush-Hinged Box Cat No: MH74 Front Cat No: NC74VFHR Ref drawing FBA709HR Feeder: 1- Sub-Feed One: 200A / 2P QD 2- 70A/2P QOB-VH 3- -60A/2P QOB-VH 1 30A/2P QOB-VH 1 50A/2P-QOB-VH Optional Features: Standard Panel (Box Ahead), Copper Solid Neutral, Copper Ground Bar 1-MH74-Panel Board Enclosure/Box Type 1 74H 20W 1-NC74VFHR (trim) Trim Flush Hinged 74"H		
1 Each Designation: P1 Product Details: 1-NQ ML Panel (interior)-NQ Panel Board Consisting of: 120/240V 1Ph 3W 60Hz 5CCR: 10kA Fully Rated Main Lug Only: 225A Incoming Conductors: 1-#6-350 kcmil Bus: Copper: Silver/Tin Plated CU Ground Bar 42 Circuit Interior Type 1, Box: 38H X 20W X 5.75D Incoming Bottom Trim: Flush- Hinged Box Cat No: MH38 Front Cat No: NC38FHR Ref Drawing FBA701HR Feeder: 2 30A /2P QOB 1 30A/1P QOB 37 20A/1P QOB Optional Features:		

Standard Panel (Box Ahead), Copper Solid Neutral, Copper Ground Bar 1 MH38-Panel Board Enclosure/ Box Type 1 38H 20W 1 NC38FHR- PNLBD Cover/ Trim NF-1 F 38H 20W		
1 each H325NR- Switch Fusible HD 240V 400A 3P Nema 3R		
3 Each FRNR400- Class RK5 400A 250V Fuse (25413-00540)		
1 Each H224NRB- Switch Fusible HD 240V 200A 2P NEMA3R		
2 Each FRNR200- Class RK5 200A 250V Fuse (25413-00490)		
3 Each H222NRB- Switch Fusible HD 240V 60A 2P NEMA3R		
4 Each FRNR60- Class RK5 60A 250V Fuse (25413-00400)		
2 Each FRNR50- Class RK5 50A 250V Fuse (25413-00390)		
1 Each HU361-Switch NOT FUSIBLE HD 600V 30A 3P NEMA1		
2 Each H223N-SWITCH FUSIBLE HD 240V 100A 2P NEMA 1		
4 Each FRNR70- Class RK 70A 250V Fuse (25413-00410)		
1 Each HU362-SWITCH NOT FUSIBLE HD 600V 60A 3P NEMA1	Lot Gear	
Lighting LOT BILL	Above	\$3,600
37 MISC TYPE C1		
1 MISC CF1		
3 MISC TYPE CF2		
4 MISC TYPE EM		
4 MISC TYPE ER		
5 MISC TYPE L1		
1 MISC TYPE L2		
2 MISC TYPE M1		
1 MISC TYPE P1		
3 MISC TYPE W1		
4 MISC TYPE W2		
4 MISC TYPE XE		
5 MISC TYPE SOC		
2 MISC TYPE SF		
1 MISC TYPE SD		
1 MISC TYPE SD3		
7 EACH HUBWD CS120W SP20A/27TV SW	Lot 479	\$1396280
4 EACH HUBWD CS320W 3W420A 120/277SW		
2 EACH LUT DVCL153FWH SF 3WY WHT BXD DMR		
4 EACH LITH WSDWH WHT FIR WL SW DCRTR		
1 EACH HUBWD HBL2610 LKG RCPT- NMA L5-30R		
18 EACH HUBWD CR20WHI DFLX RCPT-20A125V		
22 EACH LEV GFNT2W 20A 125V GFI WHITE RECP		
5 EACH HUBWD S362WWR 20A 125V DFLX RCPT		
8 EACH HUBWD CR20WHI DFLX RCPT- 20A 125V		
5 EACH LEV 80781W WHT COAX TV WALL FLT		
8 EACH LEV 40249W WHT 4 TERM FL MOUNT JACK		
1 TOPAZ 740 4-IN CLAMP ENTR CAP		
30 COND GALV4 GALV STEEL		
4 FIT CFIGAL4 GALV CPLG		
170 PVC COND4 CONDUIT 4" SCH 40		
17 PVC CPL4 CONDUIT CPLG		
4 PVC EL4 ELBOW		
490 COND EMT1 EMT		
49 TOPAZ 643S 1IN STL S/ SCR EMT CPLG		
500 COND EMT-3/4 EMT		
50 TOPAZ 642S 1/2 STL S/ SCR EMT CPLG		
670 COND EMT-1/2 EMT		
67 TOPAZ 641S 1/2 STL S/ SCR EMT CPLG		
75 TOPAZ 511 1/2 IHL EMT STRAP		
250 TOPAZ 512 1/2 IHL EMT STRAP		
150 TOPAZ 513 1 IN 1 IHL EMT STRAP		
1 TOPAZ 760 4-IN DC BUSHED NIP		



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Purchasing

Date: 08/13/2018

Subject: Letter - regarding bid awarded by Purchasing to 84 Lumber for mezzanine at the Records Facility - GRC/MS Aquarium - to be made a part of the minutes.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Terri Goad, Procurement Specialist

Date: August 13, 2018

Re: Lumber for Mezzanine at Records Facility
GRC / MS Aquarium

I have reviewed the bids received on the above referenced item and find 84 Lumber to be the lowest and best bid for a total amount of \$9,019.26.

I have issued Purchase Order # 200331 accordingly and respectfully request you to spread this across the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.

LUMBER FOR MEZZAZINE AT RECORDS/STORAGE FACILITY
GRC/MS AQUARIUM

PO #

200331

Qty.	Description	84 LUMBER		BAILEY LUMBER		Unit Price	Ext. Price	Unit Price	Ext. Price
		Unit Price	Ext. Price	Unit Price	Ext. Price				
11	8 x 8 x 16 Pressure treated	\$ 96.62	\$ 1,062.82	\$ 99.00	\$ 1,089.00	\$ 104.99	\$ 1,154.89		
11	8 x 8 2-sided post anchor	\$ 57.96	\$ 637.56	\$ 65.43	\$ 719.73	\$ 49.99	\$ 549.89		
74	Simpson its 2.37/16 hanger	\$ 5.66	\$ 418.84	\$ 5.60	\$ 414.40	\$ 4.59	\$ 339.66		
32	16' x 16" I-joist	\$ 51.26	\$ 1,640.32	\$ 57.28	\$ 1,832.96	\$ 81.12	\$ 2,595.84		
5	6' x 16: I-joist	\$ 19.22	\$ 96.10	\$ 24.48	\$ 122.40	\$ 30.36	\$ 151.80		
50	L/F 16" I-joist blocking	\$ 3.21	\$ 160.50	\$ 179.00	\$ 179.00	\$ 5.06	\$ 253.00		
6	LVL Beam 1 ¾ x 16 x 24	\$ 132.75	\$ 796.50	\$ 172.77	\$ 1,036.62	\$ 159.99	\$ 959.94		
4	LVL Beam 1 ¾ x 16" x 32'	\$ 220.25	\$ 881.00	\$ 233.00	\$ 932.00	\$ 214.99	\$ 859.96		
4	LVL Beam 1 ¾ x 16 x 20	\$ 137.65	\$ 550.60	\$ 143.98	\$ 575.92	\$ 139.99	\$ 559.96		
1	LVL Beam 1 ¾ X 16 X 28'	\$ 192.72	\$ 192.72	\$ 204.00	\$ 204.00	\$ 189.99	\$ 189.99		
2	Face mount LVL Hanger	\$ 14.59	\$ 29.18	\$ 25.79	\$ 51.58	\$ 32.99	\$ 65.98		
60	Carriage bolts 5/8 x 10 galv	\$ 3.60	\$ 216.00	\$ 0.49	\$ 29.40	\$ 3.29	\$ 197.40		
60	5/8" Nut galv	\$ 0.29	\$ 17.40	\$ 2.00	\$ 120.00	\$ 0.24	\$ 14.40		
60	5/8" flat washer galv.	\$ 0.69	\$ 41.40	\$ 0.52	\$ 31.18	\$ 0.24	\$ 14.40		
4	6x6-10 pressure treated	\$ 31.46	\$ 125.84	\$ 37.47	\$ 149.88	\$ 39.99	\$ 159.96		
1	6x6-8 pressure treated	\$ 24.45	\$ 24.45	\$ 28.49	\$ 28.49	\$ 29.99	\$ 29.99		
6	Simpson 6x6 post base	\$ 14.08	\$ 84.48	\$ 19.86	\$ 119.16	\$ 19.99	\$ 119.94		
8	2x12-12 pressure treated	\$ 18.59	\$ 148.72	\$ 24.12	\$ 192.96	\$ 23.99	\$ 191.92		
4	2x8-8 pressure treated	\$ 6.68	\$ 26.72	\$ 9.79	\$ 39.16	\$ 8.95	\$ 35.80		
10	2x4-8 pressure treated	\$ 4.34	\$ 43.40	\$ 5.27	\$ 52.70	\$ 4.95	\$ 49.50		
27	2x6-8 pressure treated	\$ 5.73	\$ 154.71	\$ 7.60	\$ 205.20	\$ 6.95	\$ 187.65		
6	1x8-16 treated clear pine	\$ 31.78	\$ 190.68	\$ 12.44	\$ 74.64	\$ 21.49	\$ 128.94		
4	2x4-20 pressure treated	\$ 7.32	\$ 29.28	\$ 15.32	\$ 45.96	\$ 38.85	\$ 38.85		
9	4x4-10 pressure treated	\$ 12.00	\$ 108.00	\$ 14.59	\$ 131.31	\$ 17.99	\$ 161.91		
16	2x4-16 pressure treated	\$ 7.32	\$ 117.12	\$ 9.86	\$ 157.76	\$ 9.25	\$ 148.00		
8	2x6-16 pressure treated	\$ 11.70	\$ 93.60	\$ 15.59	\$ 124.72	\$ 14.50	\$ 116.00		
78	2 x 2 36 #1 baluster	\$ 3.35	\$ 261.30	\$ 474.24	\$ 474.24	\$ 0.99	\$ 306.90		
28	¾ x 4 x 8 cdx treated 23/32" sheathing plywood,	\$ 28.79	\$ 806.12	\$ 38.73	\$ 1,084.49	\$ 39.99	\$ 1,119.72		
10	Ln901 hvy construction	\$ 6.39	\$ 63.90	\$ 3.29	\$ 32.90	\$ 5.99	\$ 59.90		
1	Misc. nails bolts etc.	\$ -	\$ -	\$ -	\$ -	\$ 300.00	\$ 300.00		
TOTAL		\$ 9,019.26	\$ 10,251.76	\$	\$	\$	\$ 11,062.09		