



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, October 16, 2018

1:30 PM

*Gulfport City Hall
Council Chambers*

1:30 P.M. Invocation, Pledge of Allegiance, Call to Order

Agenda Order Confirmation or adjustment of the agenda order

Presentation Agenda

- Mayor's Report

Policy Issues

Minutes / Appointment

- 1 Approval of Minutes - for August 21, September 4, 6, 14, and 18, and October 2, 2018.

Code Enforcement / Planning / Ordinances

- 2 Code Enforcement Hearing - on resolution to declare that certain properties are in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community and to authorize advertisements for bids and lot clean-ups and/or demolitions.
- 3 Certificate of Resubdivision - requests to divide the tax parcel into 2 parcels zoned R-3 located north of Cruthirds Road, south of Lori Place, east of Trailwood Drive, and west of and adjacent to Three Rivers Road - Case # 1808PC089 - Ward 7.
- 4 Certificate of Resubdivision - divide one parcel into two parcels zoned R-1-15: located north of Duckworth Road, south of Anandale Circle, east of and adjacent to Old Hwy 49, and west of Hwy 49 - Case # 1809PC097 - Ward 7.
- 5 Certificate of Resubdivision - divide the tax parcels into three parcels zoned R-1-7.5 located north of Bayou Place, south of and adjacent to Bluff Lane, east of and adjacent to Bernard Bayou, and west of and adjacent to W Taylor Road - Case # 1809PC104 - Ward 4.

- 6 Ordinance - rezone from R-1-15 (Single-family) and B-4 (Highway Business) to entirely B-4: located north of Landon Road, south of Anastasia Boulevard, east of 34th Avenue, and west of and adjacent to Coleman Road - Case # 1802PC022 - Ward 7.
- 7 Ordinance - rezone a tax parcel from I-2 (Heavy Industrial) to B-2 (General Business): located north of 34th Street, south of John Hill Boulevard, east of 25th Avenue, and west of Lowes Avenue - Case # 1808PC087 - Ward 3.

Resolutions

- 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 201 Arkansas Avenue, Gulfport, Mississippi, in the First Judicial District of Harrison County, and identified as parcel number 0911B-02-049.000.
- 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 424 Second Street, Gulfport, Mississippi, in the First Judicial District of Harrison County, and identified as parcel number 0911C-02-033.000.
- 10 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 164 Markham Drive, Gulfport, Mississippi, in the First Judicial District of Harrison County, and identified as parcel number 1011D-03-015.000.
- 11 Resolution - authorizing negotiations to acquire real property interests and easements and to do any acts necessary and legal, including prosecution in Special Court of Eminent Domain, to obtain Title for the City under Miss. Code Ann. § 11-27-81, et seq., and, if necessary, to expedite the "Three Rivers – Clifford Road Sewer Project", authorizing special checks to acquire the property interests stated herein, and for related purposes.
- 12 Resolution - approving Award to Pickering Firm, Inc., for Preliminary Engineering Services in connection with the Landon Road Widening Project, approving Contract between the City of Gulfport and Pickering Firm, Inc., for said work, authorizing the Mayor to execute the same on behalf of the City, and for related purposes.

- 13 Resolution - awarding bid and approving Contract for the Orange Grove Community Center Re-Roofing Project, authorizing the Mayor to execute and deliver any and all documents to effectuate this award including, but not limited to, a Contract in connection with same, and for related purposes.
- 14 Resolution - Approving Amendment #1 of Sub-Grant Agreement between the City of Gulfport and the Mississippi Department of Marine Resources, ratifying the Mayor's execution of said Amendment, and for related purposes.
- 15 Resolution - accepting FY 2018 Justice Assistance Grant Program Grant Number 2018-DJ-BX-0049 and authorizing the Mayor to execute any and all documents required to accept said grant.
- 16 Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport Police Department, and for related purposes.
- 17 Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport Leisure Services Department and for related purposes.
- 18 Resolution - authorizing a Donation of Funds to Gulf Coast Center for Nonviolence, Inc., pursuant to Miss. Code Ann. § 21-19-65 and 21-17-1(8) (rev. 2015), and for related purposes.
- 19 Resolution - authorizing a Donation of Funds to the Harrison County Library System pursuant to Miss. Code Ann. § 39-3-79(3) (2015), and for related purposes.

Budget Amendments / Docket of Claims

- 20 Budget Amendment #6 - to transfer funds from Motor Vehicle Repair Parts to Capital Outlay within the Police Department Budget.
- 21 Budget Amendment #7 - to establish budget for expenditures associated with the FY 2018-2019 VAWA and VOCA Grants.
- 22 Docket of Claims- to be approved through October 17, 2018.

Routine Agenda

- 23 Resolution - awarding bids for lot clean-ups and/or demolitions.
- 24 Ratification - of Executed VOCA and VAWA Agreements - to be made a part of the minutes.

- 25 Approval - of FY 2019 Petty Cash Funds - to be made a part of the minutes.
- 26 Bi-weekly Payroll Report - for the month of August 2018 - to be made a part of the minutes.
- 27 Associated Adjusters Check Registers - for workers' comp and general liability claims paid during August 2018 - to be made a part of the minutes
- 28 2018 Municipal Compliance Questionnaire - 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

- **Ms. Virdie Hansen**

Executive Session

Setting of Next Meeting and Adjournment



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Brittany Rodgers, Clerk of Council
City Council

Date: 09/28/2018

Subject: Approval of Minutes - for August 21, September 4, 6, 14, and 18, and October 2, 2018.

Recommendation:



City of Gulfport, Mississippi

Minutes City Council

2309 15th Street
Gulfport, MS 39501

Friday, September 14, 2018

11:00 AM

*Gulfport City Hall
Council Chambers*

11:00 A.M.

The Mayor and Members of the Council met at City Hall at 11:00 A.M., on the above date, same being an adjourned meeting from a Special Called Meeting held on September 6, 2018 at 5:15 P.M.

Present: Mayor Billy Hewes, General Counsel Hugh Keating, **Councilmembers:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, and Cara Pucheu (in at 11:22 A.M.).

The President announced a quorum and called the meeting to order.

Declaration of a Special Called Meeting

Motion to Declare a Special Called Meeting and to have the meeting notice thereof appended as Exhibit "A" to these minutes, Moved By Myles Sharp, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers

Absent: Cara Pucheu

Policy Issues

- 1 Resolution - Adopting the Budget for the City of Gulfport Fiscal Year 2019 and for related purposes.

Motion to Suspend the Rules, Moved By Ella Holmes-Hines, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers

Absent: Cara Pucheu

Motion to Approve Contributions, Moved By Ella Holmes-Hines, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Ron Roland (out of room)

Motion to Approve Capital Projects, Moved By Ron Roland, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Motion to Adopt the Budget for the City of Gulfport Fiscal Year 2019, Moved By Cara Pucheu, **Seconded by** Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Adjournment

There being no further business to come before the Council at this time, Motion to Adjourn until September 18, 2018 at 1:30 P.M. for a regular Council Meeting, Moved By Kenneth Casey, **Seconded by** Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers

Absent: Cara Pucheu

City Clerk

Mayor



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Friday, September 14, 2018

11:00 AM

*Gulfport City Hall
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11:00 A.M.

Declaration of a Special Called Meeting

Policy Issues

- 1 Resolution - Adopting the Budget for the City of Gulfport Fiscal Year 2019 and for related purposes.

Adjournment

Exhibit "A"



City of Gulfport, Mississippi

Minutes City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, September 18, 2018

1:30 PM

*Gulfport City Hall
Council Chambers*

1:30 P.M. Invocation, Pledge of Allegiance, Call to Order

The Members of the Council met at 1:30 P.M., on the above date, same being from an adjourned Special Meeting of September 14, 2018.

Present: Mayor Billy Hewes, General Counsel Hugh Keating, CAO John Kelly. **Councilmembers:** Kenneth Casey, Ron Roland (out at 3:29 P.M.), Ella Holmes-Hines (out at 3:53 P.M.), Rusty Walker, Myles Sharp, R.Lee Flowers and Cara Pucheu.

The President announced a quorum and called the meeting to order.

Agenda Order

Motion to Accept the Agenda with the following adjustments; Delete Item #12, Delete Item #19, Add Item #21 – A, Resolution approving Street Closure for Gulfport High School Homecoming Parade, and Add Item #33 – A, Letter to Gulf Coast Mental Health Association regarding a Public Records Request, Moved By Myles Sharp, Seconded By Kenneth Casey.

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Presentation Agenda

The President called for the Mayor's Report.

Mayor Hewes called for continued prayers for those impacted by Hurricane Florence.

Recognition and congratulations were given to St. Patrick High School's Cross Country Track & Field Teams for winning State Championships for three consecutive years. In attendance: Dr. Matt Buckley, Principal; Eddie Burger, Athletic Director; Tim McDaniel, Cross Country Head Coach; Stan Dellenger, Track and Field Head Coach; Dr. Bryan Leatherman and Curtis Owen, Para-Professions; , Erin Rosetti Director of Public Relations and Advancement; and Members of the 2016-2018 Teams, Quinlan Pisciotta, Beyla Bleichner, Amelie Million, Isabel Leatherman, Jordan Pete, Gabby Patino, Mason McCullough, Jameson Thriffiley, Dominic Patino, Cade Meyers, Marshall Eleuterius, Dylan Middleton, Teal Salloum, Olivia Williams, Leila Ransonet, and Makenzie Stenum.

Upcoming Events:

- **Splash Bash** – Friday, September 21, 2018 at Barksdale Pavilion. Ticketed event to benefit the Mississippi Aquarium and will include incredible food, beverage and live music.
- **2018 Heart Walk** – Saturday, September 22, 2018 in Jones Park with Governor Bryant's Ride to Recovery.
- **9th Annual View the Cruise** – Sunday, September 30, 2018 in Downtown Gulfport.

This concluded the Mayor's Report.

Policy Issues**Appointment**

- 1** Ratification - of appointment to Civil Service Commission.

Motion to Ratify Appointment to the Civil Service Commission, Moved By Kenneth Casey, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 2** Ratification - of appointment and reappointments to Planning Commission.

Motion to Ratify Appointment and Reappointments to the Planning Commission, Moved by R.Lee Flowers, **Seconded by** Kenneth Casey.

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

***Council President called for Item #7, Approval of Operating Budget for Memorial Hospital for FY 2019, to be heard following this item.**

Code Enforcement / Planning

- 3** 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.

***After Item 7 was heard, Council went back on Orders.**

Motion to Open the Code Enforcement Hearing, Moved By Cara Pucheu, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

There being no one present to object or address the Council, Motion to Close the Hearing and Approve the Resolution, Moved By Cara Pucheu, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 4 Objection - of Planning Commission Recommendation for Certificate of Resubdivision - divide the tax parcel into four parcels, zoned B-1 and R-2: located north of Sundown Lane, south of and adjacent to W Taylor Road, east of and adjacent to Carl Legett Road, and west of and adjacent to Lorraine Road - Case # 1801PC005 - Ward 4.

*** Councilmember Pucheu recused and removed herself during the discussion and vote on this item.**

Motion to Approve Certificate of Resubdivision, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey.

General Counsel recommended that Council enter executive session for further discussion of this matter related to potential litigation.

Upon hearing from Counsel, Motion to Enter Executive Session , Moved By Ella Holmes-Hines, **Seconded by** Myles Sharp.

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers

Recused: Cara Pucheu

The Council entered Executive Session at 2:49 P.M. In attendance: Members of the Council: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp and R.Lee Flowers, Mayor Billy Hewes (in at 2:55), General Counsel Hugh Keating, CAO Dr. John R. Kelly, Director of Urban Development Greg Pietrangelo, Planning Administrator Greg Holmes, and Clerk of Council Brittany Rodgers. Councilmember Cara Pucheu was recused.

Motion to exit Executive Session at 3:15 P.M., Moved By R.Lee Flowers, **Seconded by** Ron Roland.

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers

Recused: Cara Pucheu

General Counsel Hugh Keating stated that no official action was taken in Executive Session.

Upon reconvening in Open Meeting, the following action was taken:

General Counsel Hugh Keating recommended Council to consider a motion to the effect that the matter for consideration for approval of the re-subdivision brought by Mr. Marshall, as agent for his client, be postponed until such time as there is a final determination on the record relative to court jurisdiction, relative to the amended complaint that was filed by Mr. Marshall.

Upon the recommendation of Counsel, R.Lee Flowers cited a change in his previous motion to that of Counsel's suggestion of postponement in this case, Casey upheld his second.

Vote: Motion Carried By The Following Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R.Lee Flowers

Nay: Rusty Walker

Recused: Cara Pucheu

Ordinances

- 5** Ordinance - providing for the salary of compensation for employees of the City of Gulfport, Mississippi, and for related purposes.

Motion to Adopt Ordinance, Moved By Kenneth Casey, **Seconded by** Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Ron Roland

-Ordinance 2971-

- 6** Ordinance - proving for the salary of compensation for certain positions of the City of Gulfport, Mississippi and for related purposes.

Motion to Adopt Ordinance, Moved By Ella Holmes-Hines, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Ron Roland

-Ordinance 2972-

Resolutions

- 7 Resolution - approving the Operating Budget for Memorial Hospital for FY 2019 and for related purposes.

*** This item was heard after Item #2.**

Motion to Approve, Moved By Kenneth Casey, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 8 Resolution - awarding bid and approving contract with SunCoast Infrastructure Inc. for the City of Gulfport Trenchless Pipe Inspection, Cleaning & Repair Unit Price Project and to authorize the Mayor to execute and deliver any and all documents to effectuate this award, including but not limited to, a contract in connection with same, and for related purposes.

Motion to Approve, Moved By Kenneth Casey, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Ron Roland

- 9 Resolution - approving Professional Legal Service Contract with Lee Russell, Esq., of Anderson & Orozco, PLLC, to provide Public Defender Services in the Gulfport Municipal Court, and authorizing the Mayor to execute said Agreement, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Ron Roland

- 10 Resolution - approving Professional Legal Service Agreement with Norman "Pat" Pope to serve as a Domestic Violence Investigator, and authorizing the Mayor to execute said agreement, and for related purposes.

Motion to Approve, Moved By Ella Holmes-Hines, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Ron Roland

- 11** Resolution - approving Professional Legal Service Contract with Carolyn Ann McAlister, Esq., to serve as a Public Defender in the Gulfport Municipal Court and authorizing the Mayor to execute said Agreement, and for related purposes.

Motion to Approve, Moved By Ella Holmes-Hines, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Ron Roland

- 12** Resolution - approving Services Agreement with YogaShield Yoga for First Responders for services related to a Yoga Program for City of Gulfport First Responders and authorizing the Mayor to execute the same.

-Deleted-

- 13** Resolution - approving Encroachment Agreement with Gulf South Pipeline Company, LP, for the Seaway Road Pedestrian Pathway Project, and authorizing the Mayor to execute said Agreement.

Motion to Approve, Moved By Cara Pucheu, **Seconded by** Myles Sharp

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Ron Roland

- 14** Resolution - approving Collaboration Agreement between City of Gulfport and Mississippi Home Corporation for the Mississippi State Wide 2020-2025 Analysis of Impediments to Fair Housing, and authorizing the Mayor to execute said Agreement.

Motion to Approve, Moved By Ella Holmes-Hines, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Ron Roland

- 15** Resolution - approving Supplemental Agreement No. 1 to contract with J.E. Borries, Inc., for the Ship Island Ferry Terminal (Pavilion and Pier) Project, and authorizing the Mayor to execute said Agreement and for related purposes.

Motion to Approve, Moved By Ella Holmes-Hines, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Ron Roland

- 16** Resolution - approving Application for License to install Pipeline under the Rail with KCS related to Highway 49 at 18th Street Drainage Improvements Project, and authorizing the Mayor to execute the same, and for related purposes.

Motion to Approve, Moved By Ella Holmes-Hines, **Seconded by** Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Ron Roland

- 17** Resolution - declaring certain Police Equipment to be Surplus Property which is no longer used or needed by the Municipality and declared to have no value to the Municipality and authorizing donation of said items of Municipal Personal Property to various Law Enforcement Agencies in the State of Mississippi, and for related purposes.

Motion to Approve, Moved By Kenneth Casey, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Ron Roland

- 18** Resolution - authorizing an expenditure (in the form of a fee waiver) for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with the use of the Barksdale Pavilion, and for related purposes.

Motion to Approve, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Ron Roland

- 19** Resolution - approving creation of designated public forum space and for related purposes.

-Deleted-

- 20** Resolution - approving temporary closure of municipal right of way for the 9th Annual View the Cruise to be held Friday, September 28 through Monday, October 1, 2018, and for related purposes.

Motion to Approve, Moved By Kenneth Casey, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Ron Roland

- 21** Resolution - approving temporary closure of municipal right of way for the Pink Dress Run to be held Friday, October 19, 2018, and for related purposes.

Motion to Approve, Moved By Kenneth Casey, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Ron Roland

- 21 – A** Resolution - approving the temporary closure of municipal right of way for the Gulfport High Homecoming Parade to be held on September 27, 2018, and for related purposes.

Motion to Approve, Moved By Cara Pucheu, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Ron Roland

- 22** Resolution - appointing Deputy Clerk of Council and for related purposes.

Motion to Approve, Moved By Cara Pucheu, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Ron Roland

Budget Amendments / Docket of Claims

- 23** Budget Amendment #57 - to increase CNET operating supplies with funds received as a result of a forfeiture.

Motion to Approve, Moved By Ella Holmes-Hines, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Ron Roland

- 24 Docket of Claims- to be approved through September 19, 2018.

Motion to Approve the Docket of Claims, Moved By R.Lee Flowers, Seconded by Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Ron Roland

Routine Agenda

Motion to Approve the Routine Agenda as Amended, Moved By Ella Holmes-Hines, Seconded by Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Ron Roland

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

Approved on Routine Agenda.

- 26 Resolution - rejecting and authorizing re-advertisement for bids for lot clean-ups and/or demolitions.

Approved on Routine Agenda.

- 27 Public Records Report - for the month of July 2018 - to be made a part of the minutes.

Approved on Routine Agenda.

- 28 Privilege License Report - for the month of July 2018 - to be made a part of the minutes.

Approved on Routine Agenda.

- 29 Bi-weekly Payroll Report - for the month of August 2018 - to be made a part of the minutes.

Approved on Routine Agenda.

- 30** Associated Adjusters Check Registers - for workers' compensation and general liability claims paid during August 2018 - to be made a part of the minutes.

Approved on Routine Agenda.

- 31** Letter - regarding bid awarded by Purchasing to AIRGAS for Gas Detectors & System - Public Works - to be made a part of the minutes.

Approved on Routine Agenda.

- 32** Letter - regarding bid awarded by Purchasing to Clay's Print Shop for envelopes - Utility Billings - to be made a part of the minutes.

Approved on Routine Agenda.

- 33** Letter - regarding bid awarded by Purchasing to Universal Concepts for Christmas Tree and Decorations - Leisure Services Department - to be made a part of the minutes.

Approved on Routine Agenda.

- 33 – A** Letter - to Gulf Coast Mental Health Association in regards to a Public Records Request.

Approved on Routine Agenda.

Public Agenda

The President called for comments during the Public Agenda.

The following citizen(s) addressed the Council:

- Jacques Pucheu – Resident of 12152 Kencrest Drive
- Shoncy Wible – Resident of 738 Ruth Avenue

This concluded the Public Agenda.

Council Comments

Memorial Adjournment

- Mrs. Carmella Prestia
- Mr. Willie C. Robinson
- Mrs. Dorothy Marie Barnes
- Mrs. Annie Mae Gage

Executive Session

General Counsel advised that there was a need to enter Executive Session to discuss potential litigation matters related to the City of Gulfport vs. Darin Griffin, and a matter of prospective property acquisition (Ella Holmes-Hines out at 3:53).

Motion to Approve, Moved By Myles Sharp, **Seconded by** Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Ron Roland, Ella Holmes-Hines

The Council entered Executive Session at 3:56 P.M. In attendance: Members of the Council Kenneth Casey, Rusty Walker, Myles Sharp, R.Lee Flowers and Cara Pucheu, Mayor Billy Hewes, General Counsel Hugh Keating, CAO Dr. John R. Kelly, Assistant City Attorney Margaret Murdock, and Clerk of Council Brittany Rodgers. **Absent:** Councilmembers Ron Roland and Ella Holmes-Hines.

*** Councilmember Sharp recused and removed himself during the discussion regarding the City of Gulfport vs. Griffin litigation.**

Motion to Exit Executive Session at 4:19 P.M., Moved By Kenneth Casey, **Seconded by** Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Ron Roland, Ella Holmes-Hines

General Counsel Hugh Keating stated that no official action was taken during Executive Session.

Upon reconvening in an open meeting, the following motion was made:

***Councilmember Sharp recused and removed himself during the vote on this item.**

Motion to Authorize the Office of the City Attorney to resolve the City's claim for property damage against Darren Griffin (insured by Allstate) for the total sum of \$4,060.00 for damages sustained to the City's 2006 GMC Canyon truck (Vin 16TS198768229582) in a motor vehicle accident on July 13, 2018, and that the Mayor or other appropriate official be authorized to execute any and all documents as may be required to effectuate the resolution of the property damage portion of this claim, including, but not limited to the title of the vehicle, Moved R.Lee Flowers, **Seconded by** Cara Pucheu.

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Rusty Walker, R.Lee Flowers, Cara Pucheu

Absent: Ron Roland, Ella Holmes-Hines

Recused: Myles Sharp

Setting of Next Meeting and Adjournment

There being no further business to come before the Council at this time, Motion to Adjourn in memory of Mrs. Carmella Prestia, Mr. Willie C. Robinson, Mrs. Dorothy Marie Barnes, and Mrs. Annie Mae Gage, until October 2, 2018 at 1:30 P.M. for a Regular Council Meeting, Moved By Kenneth Casey, **Seconded by** R.Lee Flowers.

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Ron Roland, Ella Holmes-Hines

City Clerk

Mayor

Agenda Adjustments

21 – A Resolution – Street Closure for GHS HC Parade

33 – A Letter – to Gulf Coast Mental Health Association regarding a Public Records Request



City of Gulfport, Mississippi

Minutes City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, October 2, 2018

1:30 PM

*Gulfport City Hall
Council Chambers*

1:30 P.M. Invocation, Pledge of Allegiance, Call to Order

The Members of the Council met at City Hall at 1:30 P.M., on the above date, same being an adjourned meeting from a regular council meeting of September 18, 2018 at 1:30 P.M.

Present: Mayor Billy Hewes, General Counsel Hugh Keating, **Councilmembers:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker (out at 2:20 P.M.), Myles Sharp (in at 1:37 P.M.), R.Lee Flowers, and Cara Pucheu.

The President announced a quorum and called the meeting to order.

Agenda Order

Motion to Accept the Agenda as presented, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, R.Lee Flowers, Cara Pucheu

Absent: Myles Sharp

Presentation Agenda

The President called for the Mayor's Report.

Mayor Hewes asked for a moment of silence for the police officers who lost their lives this past week.

The Mayor called upon Police Chief Leonard Papania to present service pins to four long-term employees - Doris Schultz, Lark Bennett, Lt. Heather Dailey, and Cassie Necaise.

Mayor Hewes then presented a proclamation to the Gulf Coast Center for Non-Violence in recognition of Domestic Violence Awareness Month; representatives Stacey Riley, Rene Davis, Alicia Tarrant, Sarah Jones and Wilson Eaton received the proclamation.

Mrs. Kay Denault with The Mental Health Association of South Mississippi issued a Certificate of Appreciation to the City of Gulfport on behalf of the organization.

The Mayor acknowledged that Cruisin' the Coast set another record; View the Cruise reports over 12,000 in attendance for the event over the weekend!

The Mayor called on Andy Phelan of Pickering Engineering to give an update on the Courthouse Road Project.

Trip Advisor/Wallet Hub has noted that Gulfport is listed as one of the more desirous places to live in the U.S.

Upcoming Events:

- Cinema by the Spooky Sportsplex - October 19th, starting at 5:30 P.M.
- Boo Bash at the Gulfport Sportsplex - October 27th, beginning at 4:00 P.M.

This concluded the Mayor's Report.

Policy Issues

Code Enforcement / Planning

- 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.

Motion to Open the Code Enforcement Hearing, Moved By R.Lee Flowers, Seconded by Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Mr. Willie Miller of 8210 Georgia Avenue addressed the Council regarding a citation he had received for the same property. Mr. Miller is to work with the Code Enforcement Office to resolve his issue.

Motion to Close the Hearing and Approve the Resolution, Moved By Ella Holmes-Hines, Seconded by Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 2 Variance Denial - Appeal - property width variance, Zoned R-1-7.5 located: north of and adjacent to East Beach Boulevard, south of 2nd Street, east of Kelly Avenue, and west of Olive Avenue - Case # 1807ZB077 - Ward 2.

Motion to Uphold the Denial, Moved By Ron Roland, Seconded by R.Lee Flowers

The Following Citizen(s) addressed the Council:

- Mr. Bobby Heinrich - Agent for Applicant

Upon hearing Mr. Heinrich, Councilmembers Roland and Flowers withdrew their original motion and second.

Motion to Approve the Variance, Moved By Ron Roland, Seconded by Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Ordinances

- 3** Reconsideration - Ordinance 2969 - 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.

*** Councilmember Sharp recused and removed himself from the Chambers during the discussion and vote on this item.**

Motion to Adopt the Ordinance, Moved By Cara Pucheu, Seconded by Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, R.Lee Flowers, Cara Pucheu

Recused: Myles Sharp

-Ordinance 2969-

Resolutions

- 4** Resolution - approving bid award to Mississippi Utilities for Valve Insertion System for the Department of Public Works, and for related purposes.

Motion to Approve, Moved By Ron Roland, Seconded by Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 5** Resolution - approving Memorandum of Understanding with Big Noise Production Audio for the 2018 Gulfport Harbor Lights Winter Festival and for related purposes.

Motion to Approve, Moved By Cara Pucheu, Seconded by Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 6 Resolution - approving Facility Use Agreement for Tournaments at the Sportsplex and Goldin Park, authorizing the execution of the same by the Director of Leisure Services as Mayor's Representative, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 7 Resolution - approving Lease Agreement with Mississippi Power, authorizing the Mayor to execute the same on behalf of the city, and for related purposes.

Motion to Postpone until October 16, 2018, Moved By Kenneth Casey, **Seconded by** Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 8 Resolution - approving Professional Service Contract with Charles E. Bodie, Jr. to serve as Video and Discovery Clerk in the Gulfport Municipal Court and authorizing the Mayor to execute said agreement.

Motion to Approve, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 9 Resolution - to approve Agreement with FunFlicks, to authorize the Mayor to execute the same on behalf of the City of Gulfport, and for related purposes

Motion to Delete, Moved By Myles Sharp, **Seconded by** R.Lee Flowers

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 10 Resolution - approving Certificate of Substantial Completion for the Coffee Creek Drainage Improvements Project, authorizing the Mayor to execute said Certificate, and for related purposes.

Motion to Approve, Moved By Ron Roland, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

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

Motion to Approve, Moved By Cara Pucheu, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 12** Resolution - approving public display of fireworks at the Leukemia and Lymphoma Society Light the Night Walk, and for related purposes.

Motion to Approve, Moved By Cara Pucheu, **Seconded by** Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Budget Amendments / Docket of Claims

- 13** Budget Amendment #1 - to increase County/Local Operating Supplies from funds received.

Motion to Approve Budget Amendment #1, Moved By Ella Holmes-Hines, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 14** Budget Amendment #2 - to increase CNET Operating Supplies from funds received.

Motion to Approve Budget Amendment #2, Moved By Ella Holmes-Hines, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 15** Budget Amendment #3 - to increase several line items in Police Department Budget from funds received.

Motion to Approve Budget Amendment #3, Moved By Ella Holmes-Hines, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 16** Budget Amendment #4 - to increase Police Forfeits/Seizures Operating Supplies from funds received as a result of a drug related arrest.

Motion to Approve Budget Amendment #4, Moved By Ella Holmes-Hines, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 17** Budget Amendment #5 - to increase Police Operating Supplies from funds received for Detective restitution cases.

Motion to Approve Budget Amendment #5, Moved By Ella Holmes-Hines, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 18** Docket of Claims - to be approved through October 3, 2018.

Motion to Approve Docket of Claims, in the amended amount of \$2,771,955.21, to include the invoice for the Flying Chair Ride, Moved By R.Lee Flowers, **Seconded by** Myles Sharp

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Routine Agenda

Motion to Approve the Routine Agenda as presented, Moved By Cara Pucheu, **Seconded by** R.Lee Flowers

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 19** Resolution - awarding bids for lot clean-ups and/or demolitions.

Approved on Routine Agenda

- 20** Ratification - of GRC Line of Credit expenditures - to be made a part of the minutes.

Approved on Routine Agenda

- 21** Public Records Report - for the month of August, 2018 - to be made a part of the minutes.

Approved on Routine Agenda

- 22** Year-To-Date Budget Report - for the month of August, 2018 - to be made a part of the minutes.

Approved on Routine Agenda

- 23** Conveyance Deed - regarding transfer of ownership of space in Evergreen Cemetery.

Approved on Routine Agenda

- 24** Letter - regarding bid awarded by Purchasing to JR's POS DEPOT for credit card machines - City Wide - to be made a part of the minutes.

Approved on Routine Agenda

- 25** Legal Notice - advertisement for City Depository Services RFP.

Approved on Routine Agenda

Public Agenda

The Vice President called for comments during the Public Agenda.

The Following Citizen(s) addressed the Council:

- Chuck Kelly - Owner of Chuck Kelly Salon & Spa -360 Courthouse Rd.
- Ferrell Allman - Owner of S.F. Alman, Ltd. - 452-A Courthouse Rd.
- Michael Hage - Owner of All Signs, Inc. - 558 Courthouse Rd.
- David Kidd - Owner of Lil' Ray's - 500 Courthouse Rd.
- Jason Bell - Owner of Chillville Creamery -540 Courthouse Rd.
- Mike Durlak - Owner of MJD & Assoc. LLC - 602 Courthouse Rd.
- Ms. Allytra Perryman - Chairman of MLK Coastwide Celebration

This concluded the Public Agenda.

Council Comments

Memorial Adjournment

- Mr. Isaac Lee Farley
- Mr. Wilson Evans, Jr.
- Mrs. Olivet Threase Maston
- Mr. George "Larry" Cospelich
- Mr. Russ Rock

Executive Session

General Counsel advised that there was a need to enter Executive Session to discuss potential real estate acquisition of rubbish site off of Canal Road and litigation concerning Stericycle Co. Upon hearing from Counsel, Motion to enter Executive Session at 3:43 P.M., Moved By Ron Roland, Seconded by Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Rusty Walker

The Council entered Executive Session at 3:43 P.M. In attendance: Members of the Council: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R.Lee Flowers and Cara Pucheu, Mayor Billy Hewes (in at 3:56 P.M.), General Counsel Hugh Keating (out at 4:00 P.M.), CAO Dr. John R. Kelly, City Attorney Jeff Bruni, Assistant City Attorney Margaret Murdock, Director of Engineering Kris Riemann, Clerk of Council Brittany Rodgers, and Deputy Clerk of Council Cheryl Johnson. Absent: Councilmember Rusty Walker.

Councilmember Sharp recused and removed himself during the discussion involving the Stericycle Co. litigation matter.

Motion to Exit Executive Session at 4:01 P.M., Moved By Ron Roland, Seconded by Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Rusty Walker

Assistant City Attorney Margaret Murdock stated that no official action was taken during Executive Session.

Upon reconvening in an open meeting, the following actions were taken:

Motion to ratify the offer made and accepted in the amount of \$135,000 (subject to an environmental site assessment to be obtained at the cost of the City) for the purchase of 37.9 acres on Canal Road currently owned by A&B Investments, LLC, for use as a vegetative rubbish dump (Tax Parcel No. 0710L-01-001.000), Moved By R.Lee Flowers, Seconded by Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Rusty Walker

Motion to engage BMI Environmental Services, LLC to conduct a Phase 1 Environmental Site Assessment (ESA) of the A&B Investments parcel (Tax Parcel No. 0710L-01-001.000) at a lump sum cost of \$2,000.00 and authorize the Mayor to execute and deliver a Letter Agreement between the City and BMI Environmental Services, LLC concerning the Phase 1 ESA, Moved By R.Lee Flowers, Seconded by Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Rusty Walker

***Councilmember Sharp recused and removed himself from the Chambers during the Vote on this item.**

Motion to authorize the City to accept the payment of \$150.93 which represents the City's share of the Settlement as a Class Member in the In Re Stericycle, Inc., Steri-Safe Contract Litigation (class action matter), Moved By Cara Pucheu, Seconded by Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, R.Lee Flowers, Cara Pucheu

Absent: Rusty Walker, Myles Sharp (recused)

Setting of Next Meeting and Adjournment

There being no further business to come before the Council at this time, Motion to Adjourn in memory of Mr. Isaac Lee Farley, Mr. Wilson Evans, Jr., Mrs. Olivet Threase Maston, Mr. George "Larry" Cospelich, and Mr. Russ Rock, until October 16, 2018 at 1:30 P.M. for a Regular Council Meeting, Moved by Kenneth Casey , Seconded by Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Rusty Walker

City Clerk

Mayor



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Nellie Henry, Urban Development Clerk
Code Enforcement

Date: 10/05/2018

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: October 5, 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 16th day of October, 2018.

Please place the attached item on the Council agenda for October 16, 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: October 5, 2018

To: Mayor Billy Hewes
City Council Members

From: Code Enforcement

RE: Resolutions declaring property in a state of uncleanness to be a menace to the public health and safety of the community and authorizing lot clean-up and/or demolitions and for approval to advertise for bids to be presented on the 16th day of October, 2018, to the City Council:

WARD 1

- Parcel 1: 0710M-01-048.000. Lots 27-29 Inc., Blk. 17, Glen Terrace - 2929 56th Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Gulf South Equity Inv.)
- Parcel 2: 0711K-03-022.000. Lots 11-12, Blk. 2, Ridgewood - 1328 Joseph Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Bruner)
- Parcel 3: 0710K-01-032.000. Lot 20, New Pine Hurst Subd. Unit 2 - 3412 54th Avenue. Repair or remove inoperable vehicle(s). Cut and clean grounds and remove all trash and miscellaneous debris from site. (Connors)
- Parcel 4: 0711J-07-022.000. Lot 27-28 Less N 8.3 Ft. & All Lots 29-30, Blk. 3, Hinstown - 1017 Camp Avenue. Board up and secure all openings. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Brown)
- Parcel 5: 0711G-04-012.000. Lot 5, Blk. 14, Jonestown McCaughan Add. - 1915 44th Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Sailors)
- Parcel 6: 0710J-01-016.000. Lot 189, Villa Del Rey Subd. - 3939 Monterey Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Lawton)
- Parcel 7: 0710I-05-037.000. Lot 213, Villa Del Rey Subd. - 3914 Monterey Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Brown)
- Parcel 8: 0710I-04-081.000. Lot 123, Villa Del Rey Subd. - 4007 Ponderosa Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Keeton)
- Parcel 9: 0711H-01-080.000. Lot 1-4, Blk. 10, Sea View Add. - 20th Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Davis)
- Parcel 10: 0711H-06-016.000. Lots 7-9 Inc., Blk. 2, Woodlawn - 2106 41st Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Williams)

WARD 2

- Parcel 11: 0711N-02-047.000. 715 Regnault Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Empire Inv. #2)
- Parcel 12: 0711O-01-009.000. Lot 7 & S 38 Ft. of Lot 6, Blk. 2, Alta Vista Subd. - 701 43rd Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Realty Inter. LLC)
- Parcel 13: 0811G-03-032.000. Lot O, Blk. 6, Soria City - 1634 2nd Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Martin)
- Parcel 14: 0811A-06-048.000. Lot 3, Blk. 30, Replat of Broad Acres - 1233 23rd

Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (St of Ms)

Parcel 15: 1010O-02-047.000. 1918 Beach Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Vick)

WARD 3

Parcel 16: 0811G-04-065.000. Lots 10-11, Blk. 13, Soria City – 1620 East Railroad Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Cook)

Parcel 17: 0809M-02-004.037. Lot F, Forest Heights – Tulip Court. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Griggs)

Parcel 18: 0911C-01-128.000. Lots 32-48 Inc., Blk. 12, Hewes Add. – 2314 Hewes Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. Repair or remove inoperable vehicle(s). Remove or relocate furniture. All vehicles must have current tags. (Haydel Prop. LP)

WARD 5

Parcel 19: 0808I-03-056.000. Lot 7, Blk. 6, Norwood Subd. – 1100 Shirley Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Hayles)

Parcel 20: 0808J-04-130.000. Lot 47, Blk. 1, Kerns Add. to Bel-Aire Subd. Part 2 – 114 Connie Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Brown)

Parcel 21: 0908N-05-001.180. Lot 129, Forest North Subd. Ph. 4 – 10668 East Bay Tree Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Vereen)

Parcel 22: 1010H-01-013.000. 2318 East Pass Road. Cut and clean grounds and remove all trash and miscellaneous debris from site. Remove all weeds and vines from property. (Whinery & Noble)

WARD 7

Parcel 23: 0808B-04-077.000. Lot 45, Brairwood West Subd. - 45 Emerald Cove. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Roach)

Parcel 24: 0808B-02-059.000. Lot 37, Briarwood South Subd. – 14404 Karen Court. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Austin)

Parcel 25: 0808B-02-054.000. Lot 42, Briarwood South Subd. – 14432 Karen Court. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Willis)

There came on for consideration at a meeting of the Mayor and members of the Council of the City of Gulfport, Mississippi, held on the **16th** day of **October, 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: 0710M-01-048.000. Lots 27-29 Inc., Blk. 17, Glen Terrace - 2929 56th Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Gulf South Equity Inv.)
- Parcel 2: 0711K-03-022.000. Lots 11-12, Blk. 2, Ridgewood – 1328 Joseph Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Bruner)
- Parcel 3: 0710K-01-032.000. Lot 20, New Pine Hurst Subd. Unit 2 – 3412 54th Avenue. Repair or remove inoperable vehicle(s). Cut and clean grounds and remove all trash and miscellaneous debris from site. (Connors)
- Parcel 4: 0711J-07-022.000. Lot 27-28 Less N 8.3 Ft. & All Lots 29-30, Blk. 3, Hinestown - 1017 Camp Avenue. Board up and secure all openings. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Brown)
- Parcel 5: 0711G-04-012.000. Lot 5, Blk. 14, Jonestown McCaughan Add. – 1915 44th Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Sailors)
- Parcel 6: 0710J-01-016.000. Lot 189, Villa Del Rey Subd. – 3939 Monterey Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Lawton)
- Parcel 7: 0710I-05-037.000. Lot 213, Villa Del Rey Subd. – 3914 Monterey

- Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Brown)
- Parcel 8: 0710I-04-081.000. Lot 123, Villa Del Rey Subd. – 4007 Ponderosa Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Keeton)
- Parcel 9: 0711H-01-080.000. Lot 1-4, Blk. 10, Sea View Add. – 20th Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Davis)
- Parcel 10: 0711H-06-016.000. Lots 7-9 Inc., Blk. 2, Woodlawn – 2106 41st Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Williams)
- Parcel 11: 0711N-02-047.000. 715 Regnault Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Empire Inv. #2)
- Parcel 12: 0711O-01-009.000. Lot 7 & S 38 Ft. of Lot 6, Blk. 2, Alta Vista Subd. – 701 43rd Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Realty Inter. LLC)
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- Parcel 14: 0811A-06-048.000. Lot 3, Blk. 30, Replat of Broad Acres – 1233 23rd Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (St of Ms)
- Parcel 15: 1010O-02-047.000. 1918 Beach Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Vick)
- Parcel 16: 0811G-04-065.000. Lots 10-11, Blk. 13, Soria City – 1620 East Railroad Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Cook)
- Parcel 17: 0809M-02-004.037. Lot F, Forest Heights – Tulip Court. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Griggs)
- Parcel 18: 0911C-01-128.000. Lots 32-48 Inc., Blk. 12, Hewes Add. – 2314 Hewes Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. Repair or remove inoperable vehicle(s). Remove or relocate furniture. All vehicles must have current tags. (Haydel Prop. LP)
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- Parcel 20: 0808J-04-130.000. Lot 47, Blk. 1, Kerns Add. to Bel-Aire Subd. Part 2 – 114 Connie Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Brown)
- Parcel 21: 0908N-05-001.180. Lot 129, Forest North Subd. Ph. 4 – 10668 East Bay Tree Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Vereen)
- Parcel 22: 1010H-01-013.000. 2318 East Pass Road. Cut and clean grounds and remove all trash and miscellaneous debris from site. Remove all weeds and vines from property. (Whinery & Noble)
- Parcel 23: 0808B-04-077.000. Lot 45, Briarwood West Subd. - 45 Emerald Cove. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Roach)
- Parcel 24: 0808B-02-059.000. Lot 37, Briarwood South Subd. – 14404 Karen Court. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Austin)
- Parcel 25: 0808B-02-054.000. Lot 42, Briarwood South Subd. – 14432 Karen Court. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Willis)

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

WHEREAS, the Mayor and members of the Council further find, determine and adjudicate that the cost of the demolition and lot cleanup shall not exceed the aggregate amount of \$20,000.00 per parcel shall be a lien against said property and shall be enrolled in the office of the Circuit Clerk of the First Judicial District of Harrison County, Mississippi as other judgments are enrolled, and thereafter, the Tax Collector of the Municipality shall, upon order of the Mayor and members of the Council, proceed to sell the herein described land to satisfy said lien as now provided by law for the sale of land for delinquent municipal taxes.

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

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

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

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

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

YEAS:

NAYS:

ABSENT:

WHEREUPON the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 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: Greg Holmes, Planning Administrator
Urban Development Department

Date: October 5, 2018

Re Resubdivision 1808PC089: Leoncio Cortes, property owner, requests to divide the 38,595-square-foot tax parcel 0807P-01-001.000 into 2 parcels zoned R-3 (General residence): located north of Cruthirds Road, south of Lori Place, east of Trailwood Drive, and west of and adjacent to Three Rivers Road, in Ward 7.

Planning Commission recommendation: To approve applicant request with conditions

Motion: Mr. Jones

Second: Mr. Adolph

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

Action: Motion was carried unanimously

Speaking for the Petition:

1. Leonico Cortes

Speaking against the Petition: None

On September 27, 2018 the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for October 16, 2018.

Technical Report

Resubdivision

GENERAL INFORMATION

Case File Number: 1808PC089

Hearing Date: September 27, 2018

Current Zoning/Use: R-3 / Single Family Home

Legal: Leoncio Cortes, property owner, requests to divide the 38,595-square-foot tax parcel 0807P-01-001.000 into 2 parcels zoned R-3 (General residence): located north of Cruthirds Road, south of Lori Place, east of Trailwood Drive, and west of and adjacent to Three Rivers Road, in Ward 7.

TECHNICAL DETAILS

The applicant requests to divide the 0.89-acre property into 2, nearly equal, properties. Both new parcels will front Three Rivers Road. The applicant has provided an affidavit stating there are no covenants that would prohibit the resubdivision of the property.

The Gulfport Subdivision Regulations require that:

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

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

Any approval should consider these conditions:

1. Future sewer project, coordinate sewer and water taps for new parcel with Public Works
2. Must meet all current Building Codes and City of Gulfport Ordinances

DEPARTMENTAL CONDITIONS

Engineering: Future sewer project, coordinate sewer and water taps for new parcel with Public Works. Memo dated 9/13/18.

Public Works: Coordinate all water and sewer connections through public works. Memo dated 9/13/18.

Traffic and Safety: No conditions. Memo dated 9/13/18.

Technical Report

Resubdivision

Building Code Services: Must meet all current Building Codes and City of Gulfport Ordinances. Memo dated 9/10/18.

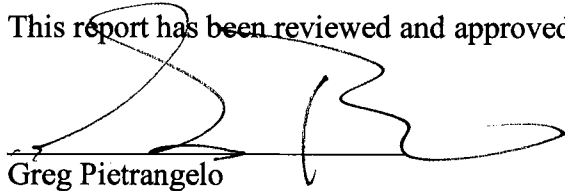
GIS: No conditions. Memo dated 9/13/18.

Police Department: No conditions. Memo dated 9/06/18.

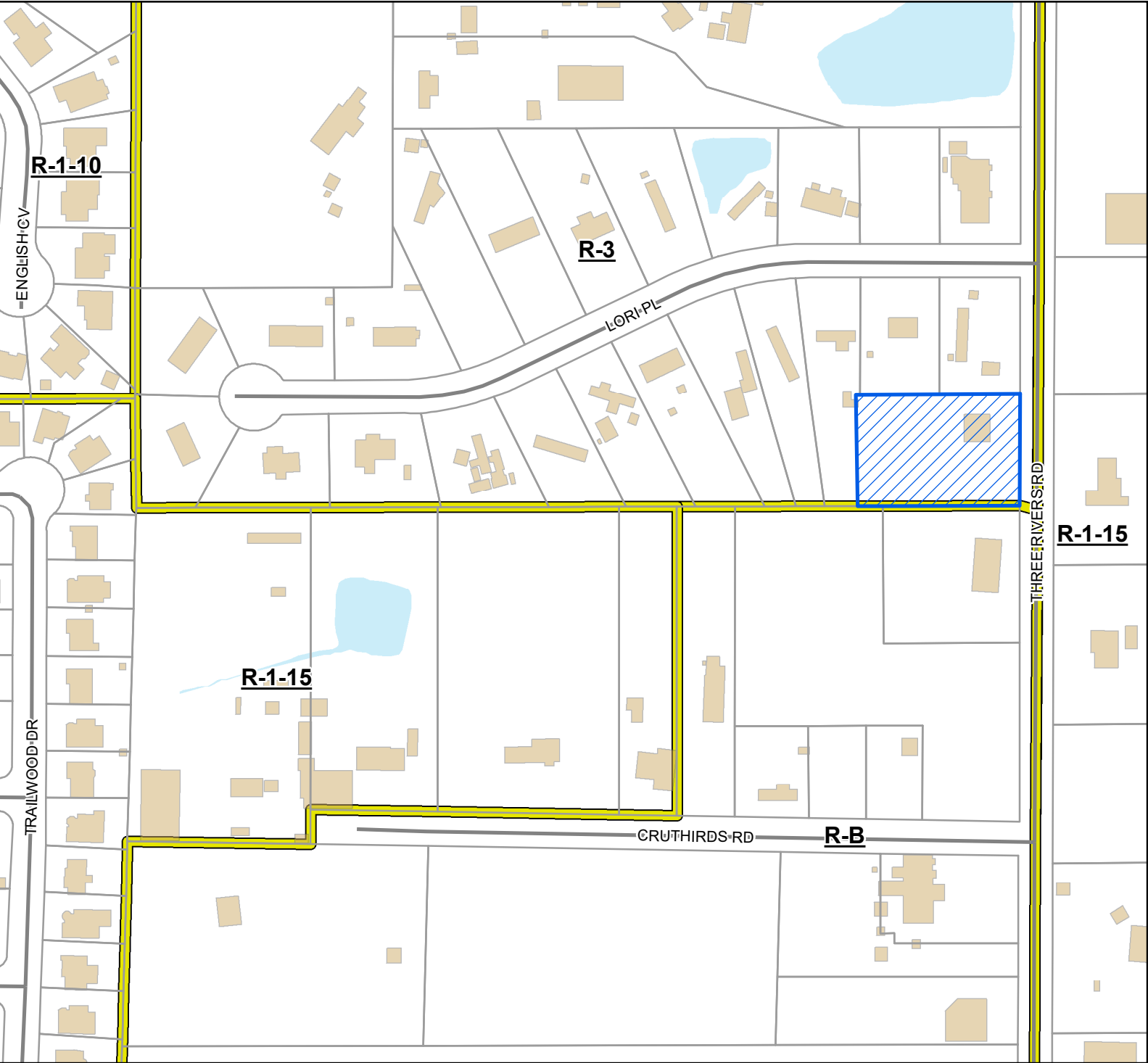
Fire Department: No comments as of 9/20/18.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



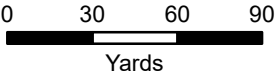
Greg Pietrangelo
Director of Urban Development Department



Legend

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

Site Information
0807P-01-001.000
Zoning: R-3 (General
Residence - High Density)
Size: 0.89 acres
Flood: X



1 inch = 204 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.

\$185.00



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

For Staff Use Only

Case File #: 1808PC089Date Received: 7/9/18

Receipt #: _____

Received By: 7/9/18Zoning: R-3Ward: 2 Flood: _____Size: 38595.59 A.

(If necessary, use separate sheet of paper)

APPLICATION FOR RESUBDIVISION

Property Information

TAX PARCEL #

0	8	0	7	P

 -

0	1

 -

0	0	1

 •

0	0	0

Address of Property Involved: 13251 Three Rivers RDLot(s) 1, Block(s) _____, Subdivision _____

General Location: _____

GENERAL DESCRIPTION OF REQUEST:

Divide property in 2 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

Printed Name Of Owner Leoncio Cortes

Printed Name Of Agent _____

Mailing Address _____

Mailing Address _____

City Gulfport State MS Zip code 39503

City _____ State _____ Zip code _____

Home Phone _____ Work/Cell Phone _____

Home Phone _____ Work/Cell Phone _____

Email cortesk47@gmail.com

Email _____

Signature Of Owner Leoncio Cortes

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.

COMMENCEMENT POINT.
THIS POINT IS DESCRIBED AS BEING THE NORTHEAST CORNER OF LOT 23, PHASE 1, LORI PLACE SUBDIVISION, A SUBDIVISION LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 6 SOUTH, RANGE 11 WEST, HARRISON COUNTY, MISSISSIPPI.

L O R I P L A C E D R I V E

50' RIGHT OF WAY

C/L DITCH

SECTION LINE
EDGE OF ASPHALT



PARCEL 0807P-01-002.000
NOW FORMERLY
MARGARET PURVIS

PARCEL 08071-01-022.000
NOW FORMERLY
ANTHONY PALETTA

PARCEL 08071-01-023.000
NOW FORMERLY
HOMELAND INC.
(M) 170.76ft
S00°04'54"W
BASE BEARING

LORI PLACE SUBDIVISION

PHASE 2 PHASE 1

LOT 22 LOT 23

THE SE 1/4 OF
THE NE 1/4 OF
SECTION 34-6-11

POINT OF BEGINNING

LOT 21
IRF (M) 49.93ft

(R) EAST
(M) N89°48'54"E
234.00ft
233.69ft

IRF 30'

50' RIGHT OF WAY

LEGEND
● IRF = 1/2" REBAR FOUND
○ IRS = 1/2" REBAR SET
⊙ IPF = 1" PIPE FOUND
(M) = MEASURED
(R) = RECORD

THE NE CORNER OF
THE NE 1/4 OF
THE SE 1/4 OF
SECTION 34-6-11
(NOT FOUND)

CONCRETE CULVERT
18" RCP (20')

LEGAL DESCRIPTION:
SEE ATTACHMENTS.

PARCEL 0807P-01-019.001
NOW FORMERLY
JERRY ALLEN

PARCEL 0807P-01-019.000
NOW FORMERLY
HARRISON FINANCE COMPANY

NOTE: POTABLE WATER AND SANITARY SEWER
PROVIDED TO SITE BY CITY OF GULFPORT

PLAN OF SURVEY.

1 inch = 60 feet

THIS SURVEY PERFORMED PRIOR TO RESUBDIVISION OF 0.88 ACRES SITUATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 6 SOUTH, RANGE 11 WEST, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI.

BY GRAPHIC PLOTTING ONLY:
This property is located in zone "X", as published by the Federal Insurance Administration, Official Flood Hazard Map, Community Panel Number 28047 C 0255 H, dated 12/21/2017.



CERTIFICATION:
THIS IS TO CERTIFY THAT I HAVE SURVEYED THE PROPERTY HEREON DESCRIBED AND DELINEATED AND THAT THE MEASUREMENTS AND OTHER DATA INDICATED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARDS FOR LAND SURVEYING IN THE STATE OF MISSISSIPPI".
THIS IS A CLASS "B" SURVEY.

TERRY A. JONES PLS #2932 PROFESSIONAL LAND SURVEYORS

REFERENCE: 1) INSTRUMENT NUMBER 2015-6706-D-11.
2) INSTRUMENT NUMBER 2014-6577-D-11.
3) PLAT BOOK 37, PAGE 45.
4) PLAT BOOK 37, PAGE 47.
5) USGS TOPO QUAD MAP
6) HARRISON COUNTY TAX PARCEL MAP

PLANTS CERTIFIED CORRECT ONLY IF SIGNED, STAMPED, AND DATED IN RED INK.

SURVEYOR: TERRY A. JONES, PLS
60 TWIN LAKES ROAD
WIGGINS, MISSISSIPPI 39577
(228) 424-6713

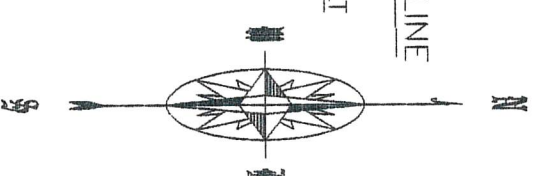
CLIENT: LUIS CORTEZ

DRAWN BY: TJ
CHECKED BY: CJ
DATE: OF SURVEY: 05/21/18
JOB NO.: 052118A
SHEET 1 OF 4

SECTION 35

SECTION LINE

THIS POINT IS DESCRIBED AS BEING THE NORTHEAST CORNER OF LOT 23, PHASE 1, LORI PLACE SUBDIVISION, A SUBDIVISION LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 6 SOUTH, RANGE 11 WEST, HARRISON COUNTY, MISSISSIPPI.



THE NE CORNER OF	
THE NE 1/4 OF	
THE SE 1/4 OF	
SECTION 34-6-11	
NOT FOUND	

LEGAL DESCRIPTION:

PARCEL 0807P-01-019.000

GRAPHIC SCALE:



BY GRAPHIC PLOTTING ONLY:
This property is located in zone 'X', as
published by the Federal Insurance Administration,
Official Flood Hazard Map, Community Panel
Number 28047 C 0255 H, dated 12/21/2017.

Restrictions on Record.

2) INSTRUMENT NUMBER 2014-6577-D-J1.

- TERRY A. JONES PLS #2932 PROFESSIONAL LAND SURVEYORS**

DRAWN BY: TJ

CHECKED BY: CT

JOB NO. 052118A
SHEET 2 OF 4

PRINTS CERTIFIED CORRECT ONLY IF SIGNED, STAMPED, AND DATED IN RED INK.

GULFPORT CITY PLANNING COMMISSION

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 the Final Plat for the Resubdivision of 0.88 acres (SQ.FT. 38,603.47) situated in the NE 1/4 of the SE 1/4 of Section 34, Township 6 South, Range 11 West, First Judicial District of Harrison County, Mississippi into Parcel "A" and Parcel "B".

The subject property is generally described as being located South of Lot Place Drive and West of Three Rivers Road.

The ad valorem tax parcel number of the subject property is 0807P-01-001.000, (Instrument Number 2015-6706-D-01).

The Case File Number is _____

OVERALL LEGAL DESCRIPTION OF LAND PRIOR TO RESUBDIVISION:

PROPERTY OF LEONCIO CORTES, PARCEL NUMBER 0807P-01-001.000.

A parcel of land being located and situated in the Northeast Quarter of the Southeast Quarter (NE 1/4 of SE 1/4) of Section 34, Township 6 South, Range 11 West, First Judicial District of Harrison County, Mississippi and more particularly described as follows:

Commence at the Northeast Corner of Lot 23, Phase 1, Lot Place Subdivision, being the intersection of the west margin of Three Rivers Road with the south margin of Lot Place Drive, a subdivision situated in the Southeast Quarter of the Northeast Quarter of Section 34, Township 6 South, Range 11 West, Harrison County, Mississippi, 1/2" rebar found;

Thence S00°04'54"W along the west margin of Three Rivers Road distance of 170.76 feet to the Point of Beginning, 1/2" rebar found;

Thence from the Point of Beginning continue along the west margin of Three Rivers Road S00°04'54"W (Record, South) a distance of 165.00 feet, 1/2" rebar found;

Thence S89°47'22"W (Record, West) a distance of 234.00 feet, 1/2" rebar found;

Thence N00°11'18"E (Record, North) a distance of 165.11 feet (Record, 165.00 feet) 1/2" rebar found;

Thence N89°48'49"E (Record, East) a distance of 233.69 (Record, 234.00 feet) back to the Point of Beginning. Said Parcel contains 0.88 acres, 38,595.62 sq. ft.

DEDICATION STATEMENT BY OWNER
(IF APPLICABLE)

Thence N89°48'49"E (Record, East) a distance of 233.69 (Record, 234.00 feet) back to the Point of Beginning. Said Parcel contains 0.88 acres, 38,595.62 sq. ft.

1/2" rebar found;

Thence N00°11'18"E (Record, North) a distance of 165.11 feet (Record, 165.00 feet) 1/2" rebar found;

Thence S89°47'22"W (Record, West) a distance of 234.00 feet, 1/2" rebar found;

Thence from the Point of Beginning continue along the west margin of Three Rivers Road S00°04'54"W (Record, South) a distance of 165.00 feet, 1/2" rebar found;

Thence S89°48'08"W a distance of 233.85 feet, 1/2" rebar set;

Thence N00°11'18"E (Record, North) a distance of 82.55 feet, 1/2" rebar found;

Thence N89°48'49"E (Record, East) a distance of 233.69 (Record, 234.00 feet) back to the Point of Beginning. Said Parcel contains 0.44 acres, 19,291.47 sq. ft.

LEGAL DESCRIPTION OF THE PARCELS CREATED BY THIS RESUBDIVISION

LEGAL DESCRIPTION OF PARCEL 1, AS PER SURVEY

A parcel of land being located and situated in the Northeast Quarter of the Southeast Quarter (NE 1/4 of SE 1/4) of Section 34, Township 6 South, Range 11 West, First Judicial District of Harrison County, Mississippi and more particularly described as follows:

Commence at the Northeast Corner of Lot 23, Phase 1, Lot Place Subdivision, being the intersection of the west margin of Three Rivers Road with the south margin of Lot Place Drive, a subdivision situated in the Southeast Quarter of the Northeast Quarter of Section 34, Township 6 South, Range 11 West, Harrison County, Mississippi, 1/2" rebar found;

Thence S00°04'54"W along the west margin of Three Rivers Road distance of 170.76 feet to the Point of Beginning, 1/2" rebar found;

Thence from the Point of Beginning continue along the west margin of Three Rivers Road S00°04'54"W (Record, South) a distance of 82.50 feet, 1/2" rebar found;

Thence S89°48'08"E a distance of 233.85 feet, 1/2" rebar set;

Thence N00°11'18"E (Record, North) a distance of 82.55 feet, 1/2" rebar found;

Thence N89°48'08"E a distance of 233.85 back to the Point of Beginning. Said Parcel contains 0.44 acres, 19,304.15 sq. ft.



CERTIFICATION:
THIS IS TO CERTIFY THAT I HAVE SURVEYED THE PROPERTY HEREON DESCRIBED AND DELINEATED AND THAT THE MEASUREMENTS AND STANDARDS FOR LAND SURVEYING IN THE STATE OF MISSISSIPPI, THIS IS A CLASS "B" SURVEY.

CLIENT:

SURVEYOR:
TERRY A. JONES, PLS
60 TWIN LAKES ROAD
WICHTON, MISSISSIPPI 39577
(228) 424-6713

DRAWN BY: TJ
CHECKED BY: CJ
DATE: 05/29/18
JOB NO. 062118A
SHEET 3 OF 4

TERRY A. JONES PLS #2932 PROFESSIONAL LAND SURVEYORS

PRINTS CERTIFIED CORRECT ONLY IF SIGNED, STAMPED, AND DATED IN RED INK.

RESUBDIVISION OF 0.88 ACRES
INTO PARCELS 1 AND 2.
SHEET 3 OF 4

GULFPORT CITY PLANNING COMMISSION
CERTIFICATE OF RESUBDIVISION

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

Submitted to and approved by the Gulfport City Planning Commission on the _____ day of _____, 20____.

Ratified and Approved by:

Signature of Owner
Leoncio Cortes
Print Name
Leoncio Cortes

This _____ day of July, 2018.

ACKNOWLEDGE

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



NOTARY PUBLIC

Matilda Weller

My Commission Expires _____

ATTEST:

CLERK OF COUNCIL

ADOPT:

PRESIDENT

This Resubdivision Plot and Certificate of Resubdivision, having been submitted and approved by the Mayor, this _____ day of _____, 20____.

MAYOR

APPROVAL

Submitted to and approved by the City of Gulfport City Council at the regular meeting of said Council held on the _____ day of _____, 20____.

Planning Commission Chairman
Planning Division Administrator

TERRY A. JONES, PLS #2932 PROFESSIONAL LAND SURVEYORS	
SURVEYOR	TERRY A. JONES, PLS
CLIENT	LUIS CORTES
DATE	06/21/18
CHECKED BY	CT
PREPARED BY	TJ
DATE	06/21/18
OF SURVEY	06/21/18
JOB NO.	062118A
SHEET 4 OF 4	

RESUBDIVISION OF 0.88 ACRES
INTO PARCELS 1 AND 2.
SHEET 4 OF 4



URBAN DEVELOPMENT
PLANNING DIVISION

August 3, 2018

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

Leoncio Cortes (Owner)
13251 Three Rivers Rd
Gulfport, MS 39503

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

RE: Resubdivision 1808PC089: Leoncio Cortes, property owner, requests to divide the 38,595-square-foot tax parcel 0807P-01-001.000 into 2 parcels zoned R-3 (General residence): located north of Cruthirds Road, south of Lori Place, east of Trailwood Drive, and west of and adjacent to Three Rivers Road, in Ward 7.

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, August 23, 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.

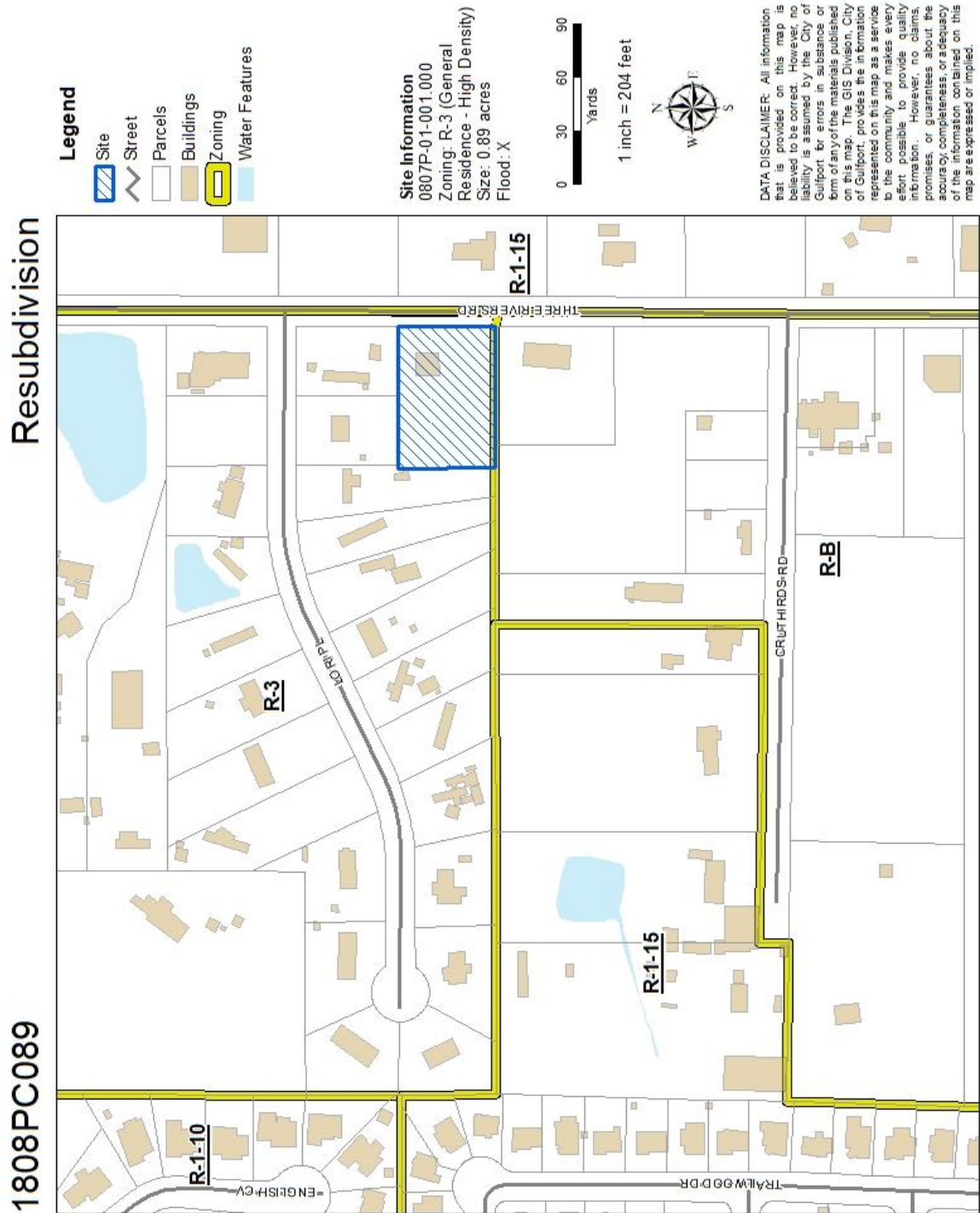
A copy of the filed application to be considered will be available for public review at the office of the Department of Urban Development – Planning Division located at the Hardy Building, 1410 24th Avenue. Adjacent property owners will not be provided any further correspondence on the matter unless 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.

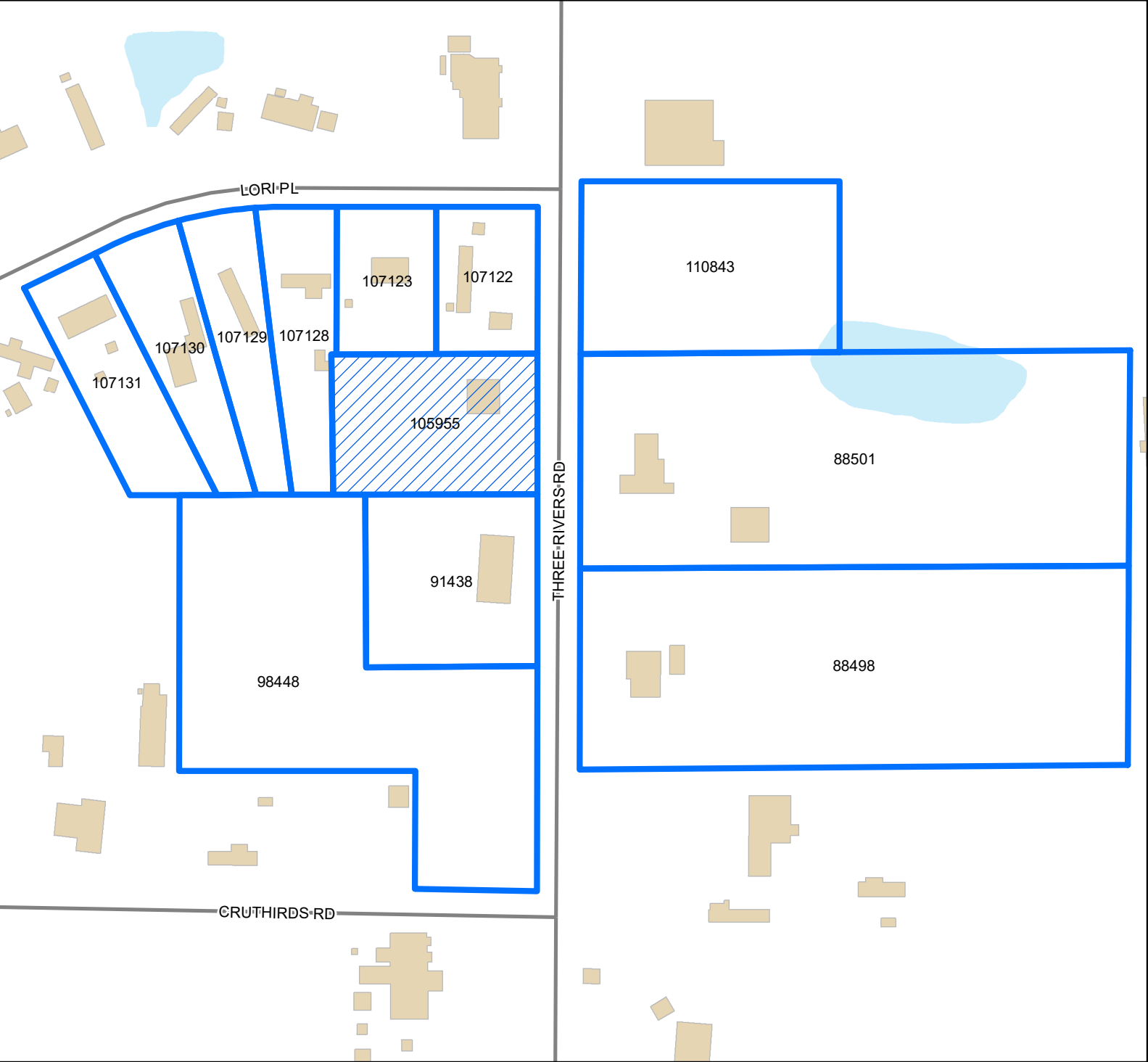
Sincerely,
City of Gulfport Planning Division

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



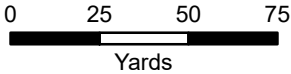
c. Agent, Adjacent Property Owners (You have been identified as owning property within 160 feet of this request)

PPIN	Parcel ID	Name	Address	City	State	ZIP
		Leoncio Cortes (Owner)	13251 Three Rivers Rd	Gulfport	MS	39503
		Adjacent Property Owners				
107129	0807P-01-003.000	21ST MORTGAGE CORPORATION	P O BOX 477	GULFPORT	MS	39503
98448	0807P-01-019.001	ALLEN JERRY L & PEGGY A	14106 CRUTHIRDS RD	GULFPORT	MS	39503
110843	0907L-01-001.002	CITY OF GULFPORT	2309 15TH ST	GULFPORT	MS	39502
105955	0807P-01-001.000	CORTES LEONCIO	13251 THREE RIVERS RD	GULFPORT	MS	39503
88501	0907M-02-023.000	HARDAMAN GILDA	13242 THREE RIVERS RD	GULFPORT	MS	39503
107131	0807P-01-005.000	HARDY JOEL	14055 LORI PLACE	GULFPORT	MS	39503
91438	0807P-01-019.000	HARRISON FINANCE COMPANY	1380 26TH AVE	NEW ORLEANS	LA	70115
107122	0807I-01-023.000	HOMLAN INC	P O BOX 2329	GULFPORT	MS	39505
107130	0807P-01-004.000	MERRILL ELIZABETH H	14045 LORI PLACE	GULFPORT	MS	39503
107123	0807I-01-022.000	PALETTA ANTHONY & BARBARA	5941 CALAMIE DR	FARMER HEIGHTS	OH	44130
107128	0807P-01-002.000	PURVIS MARGARET MARGO	14025 LORI PLACE	GULFPORT	MS	39503
88498	0907M-02-022.000	STEWART CAROL A	13218 THREE RIVERS RD	GULFPORT	MS	39503



Legend

- Site
- Adjacent Properties
- Street
- Buildings
- Water Features



1 inch = 162 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.

Affidavit statement

To whom it may concern:

This form is to state that I Leoncio Cortes, resides at 13251 Three Rivers RD, that there are no restrictions or covenants prohibiting the resubdivision of the property lot number 0807P-01-001.000 in the Harrison county district.

Leoncio Cortes

Leoncio Cortes





**URBAN DEVELOPMENT
PLANNING DIVISION**

August 10, 2018

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

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

RE: Planning Commission Cases Scheduled for August 23, 2018.

To Whom It May Concern:

The Sun Herald was not able to publish the state required advertisement for notice of the Planning Commission meeting. Specifically, due to the Sun Herald's error, the City of Gulfport cannot legally conduct the Planning Commission's meeting on August 23, 2018. Therefore, on behalf of the City of Gulfport Planning Division, we extend our sincerest apologies for not being able to hold a public hearing to consider scheduled cases in August.

The City of Gulfport Planning Commission will hold the new public hearing to consider the previously scheduled cases at 4:30 p.m. on Thursday, September 27, 2018. An additional official notification of the September meeting will be sent at the appropriate time. At this time, there is no other action required, as the case will simply be placed on the September agenda and advertised.

We strive to create a positive experience while working with the City of Gulfport and sincerely regret having to postpone the meeting. In the meantime, if there are 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)

SunHerald

AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification	PO	Amount	Cols	Depth
	0003838908	LEGAL NOTICE PUBLIC HEARING In conformar			1	12.30 In

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, September 27, 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 1808PC081:
Deborah G. Cothran, property owner, requests to divide the 3-acre tax parcel 1008E-01-007.001 into 2 parcels zoned R-1-15 (Single-family); located north of John Ross Road, south of and adjacent to Charlotte Road, east of Rebekah Drive, and west of and adjacent to Charlotte Drive, in Ward 6.

Resubdivision 1808PC082:
Jeanne R. Johnson, property owner, requests to divide the 26,362-square-foot tax parcel 07110-03-076.000 into 3 parcels zoned T3 (suburban zone); located north of and adjacent to Finley Street, south of Ford Street, east of Woodward Avenue, and west of and adjacent to Alston Avenue, in Ward 2.

Zoning Map Amendment 1808PC087:
Kevin A. Mitchell, agent for PCP Investors, LLC, property owner, requests to rezone the 4.93-acre tax parcel 0810K-01-009.001 from I-2 (Heavy Industrial) to B-2 (General Business); located north of 34th Street, south of John Hill Boulevard, east of 25th Avenue, and west of Lowes Avenue, in Ward 3.

Resubdivision 1808PC089:
Leoncio Cortes, property owner, requests to divide the 38,595-square-foot tax parcel 0807P-01-001.000 into 2 parcels zoned R-3 (General residence); located north of Cruthirds Road, south of Lori Place, east of Trailwood Drive, and west of and adjacent to Three Rivers Road, in Ward 7.

Planning Commission Approval 1809PC095:

Naor and Shomo Hanmarl, agents for Jamie and Peter Morgan and Garnette and James Watzel, property owners, request approval for a moving company with onsite storage at 1608 26th Avenue on the tax parcel 0811F-04-063.000 zoned T5 (Urban Core); located north of 16th Street, south of 17th Street, east of and adjacent to 26th Avenue, and west of 25th Avenue, in Ward 3.

Resubdivision 1809PC097:
Mary P. Workman and Paul R. Workman, property owners, request to divide the existing parcel into two parcels on tax parcel 0707H-02-003.000 zoned R-1-15 (Single Family); located north of

STATE OF MISSISSIPPI COUNTY OF HARRISON

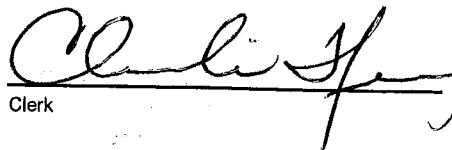
Before me, the undersigned Notary of Harrison County, Mississippi personally appeared CLAUDIA HENRY, who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a daily newspaper published in the city of Gulfport, in Harrison County, Mississippi and the publication of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

1 Insertion(s)

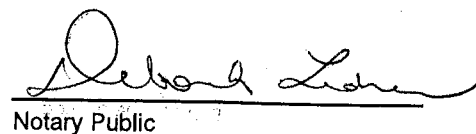
Published On:

September 12, 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
13th day of September 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.



DUCKWORTH Road, south of Anandale Circle, east of and adjacent to Old Hwy 49, and west of Hwy 49, in ward 7.
Zoning Map Amendment 1809PC098:
Anwar E. Haimarah and Francis Mpuwad, property owners, request to rezone the tax parcel 0808H-02-091.000 from R-1-10 (Single-family) to B-1 (Neighborhood Business); located north of Klein Road, south of Artes Street, east of Harmony Circle, and west of and adjacent to Three Rivers Road, in Ward 6.

Planning Commission Approval for Home Occupation 1809PC103:

Elsa and Thomas Robins, property owners, request for monument sales at 15053 Duckworth Road on the tax parcel 0807K-01-013.000, zoned R-1-15 (Single-family); located north of O'Neal Road, south of and adjacent to Duckworth Road, east of and adjacent to Twin Drive, and west of Tara Hills Drive, in Ward 7.

Resubdivision 1809PC104:

Frank Bordeaux and Bayou Bluff Tennis Club, property owners, request to divide tax parcels 0909P-01-054.000, 0909P-01-053.000, and 0910A-01-004.000 into 3 parcels zoned R-1-7.5 (Single-family); located north of Bayou Place, south of and adjacent to Bluff Lane, east of and adjacent to Bernard Bayou, and west of and adjacent to W Taylor Road, in Ward 4.

Planning Commission Approval for Home Occupation 1809PC105:

Addam and Meghan Lynch, property owners, request a photography business use at 15277 Saint Charles Street on the tax parcel 0808E-03-001.000 zoned R-1-10 (Single-family); located north of Royal Street, south of and adjacent to St. Charles Street, east of Mobile Avenue, and west of Depue Road, in Ward 7.

This the 4th day of September 2018:

Keith Williams, Chairman
City of Gulfport Planning Commission
Publish 9/12, -3838908

1. CITY OF GULFPORT PLANNING COMMISSION

2

3 1808PC089

4

5 TRANSCRIPT OF HEARING

6 September 27, 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 27TH DAY OF SEPTEMBER
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 BRADLEY ELLIOTT
21 DOUG HANCOCK
LANE HENSARLING

STAFF PRESENT:

20

21 GREG PIETRANGELO
GREG HOLMES
SU-LIN BOLIN

22 EMMA STRONG

23

24

25

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

1. 4. Resubdivision 1808PC089
2. MS. STRONG: Resubdivision 188PC089 has been
3. duly and timely noticed as required by law. The applicant
4. requests to divide a tax parcel into two new parcels zoned
5. R-3 located north of Cruthirds Road, south of Lori Place,
6. east of Trailwood Drive, and west of and adjacent to Three
7. Rivers Road, in Ward 7. A copy of the packet considered is
8. hereby offered to the record.
9. MR. WILLIAMS: Thank you.
10. Someone here to speak for this case?
11. MR. CORTES: I'm Leoncio Cortes. My address
12. is (). I'm here to say we want to divide the parcel
13. into two to make a new house.
14. MR. WILLIAMS: Okay. Any questions for the
15. applicant on it?
16. MR. JONES: I have one. I'm looking at
17. onsite storage. Would that be front or back of your
18. property?
19. MR. CORTES: There will be storage on the
20. other side so there's nothing on the left side. So it's
21. empty.

22. MR. JONES: I saw that on there.

23. MR. WILLIAMS: Okay. Any other questions?

24. Thank you, sir.

25. Anyone else here to speak for the request?

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

1. Anyone to speak against this request tonight?
2. All right, Commissioners. We've had a chance
3. to review the case. I think it is simple subdivision
that
4. meets the requirements. So I'll take a motion.
5. MR. JONES: I'd like to approve the Case File
6. Number 1809PC095 (sic) that we approve that it would
be
7. granted with conditions.
8. MR. WILLIAMS: You're one off there, Coach.
9. Just so we get it right, give me the --
10. MR. JONES: 1808PC089.
11. MR. WILLIAMS: Sorry about that. I've got a
12. motion to approve the resubdivision on Case
1808PC089. Do I
13. have a second?
14. MS. ADOLPH: Second.
15. MR. WILLIAMS: Motion and a second. any
16. further discussion? All right. All those hose in
favor
17. signify by saying aye. Any opposed? All right.
It's been
18. approved.
- 19
- 20
- 21
- 22

23

24

25

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

1. BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2

3 1808PC089

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 3

pages

12 constitute a true and correct transcription of said

hearing

13 held on the 27th day of September 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 1st day of

October

20 2018.

21

22

23

#1297

24

NORMA JEAN LADNER SOROE, CSR

Certified Shorthand Reporter

25

N.J. SOROE, CSR #1297

(228) 467-2199

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: October 05, 2018

Re: **Resubdivision 1809PC097:** Mary P. Workman and Paul R. Workman, property owners, request to divide the existing parcel into two parcels on tax parcel 0707H-02-003.000 zoned R-1-15 (Single Family): located north of Duckworth Road, south of Anandale Circle, east of and adjacent to Old Hwy 49, and west of Hwy 49, in ward 7.

Planning Commission recommendation: To approve applicant request with conditions

Motion: Mrs. Adolph

Second: Mr. Elliot

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

Action: Motion was carried unanimously

Speaking for the Petition:

1. Paul Workman

Speaking against the Petition: None

On September 27, 2018 the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for October 16, 2018.

Technical Report

Resubdivision

GENERAL INFORMATION

Case File Number: 1809PC097

Hearing Date: September 27, 2018

Current Zoning/Use: R-1-15 / Single Family Home

Legal: Mary P. Workman and Paul R. Workman, property owners, request to divide the existing parcel into two parcels on tax parcel 0707H-02-003.000 zoned R-1-15 (Single Family): located north of Duckworth Road, south of Anandale Circle, east of and adjacent to Old Hwy 49, and west of Hwy 49, in ward 7.

TECHNICAL DETAILS

As proposed, the applicant requests to divide the parcel containing 5.11 acres into two parcels; Parcels "A" to contain 0.34 acres and "B" to contain 4.77 acres. The existing parcel has a single-family home with available capacity of sewer and water. A covenant statement, as provided by the applicant, states that this change would not be in conflict with any covenants.

The applicant would like to build a home on the newly created lot zoned R-1-15 (Single family) in which this use would be allowed by right. Lot "A" shall have a lot width of 100.43 square feet and Lot "B" shall have a lot width of 394 square feet which meets city's standards. However, the ordinance states that a proposed parcel shall be located adjacent to existing city rights-of-way. This parcel does not have direct access to a dedicated roadway, although an ingress/egress easement is available. The property is protected by the Gulfport Fire and Police.

The Gulfport Subdivision Regulations require that:

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

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

Any approval should consider these conditions:

1. Needs to have access/frontage to improved city Right-of-way. (Engineering disapproved resubdivision for this reason)
2. Must meet all current Building Codes and City of Gulfport Ordinance.

Technical Report

Resubdivision

DEPARTMENTAL CONDITIONS

Engineering: Disapproved. Needs to have access/frontage to improved city Right-of-way. Memo dated 9/13/18.

Public Works: Disapproved. Need clarification on roadway and frontage to city Right-of way. Memo dated 9/13/18.

Traffic and Safety: No conditions. Memo dated 5/11/16.

Building Code Services: Conditions. Must meet all current Building Codes and City of Gulfport Ordinance. Memo dated 9/10/18.

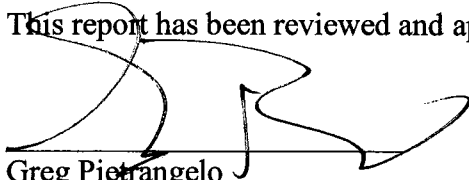
GIS: No conditions. Memo dated 9/13/18.

Police Department: No conditions. Memo dated 9/06/18.

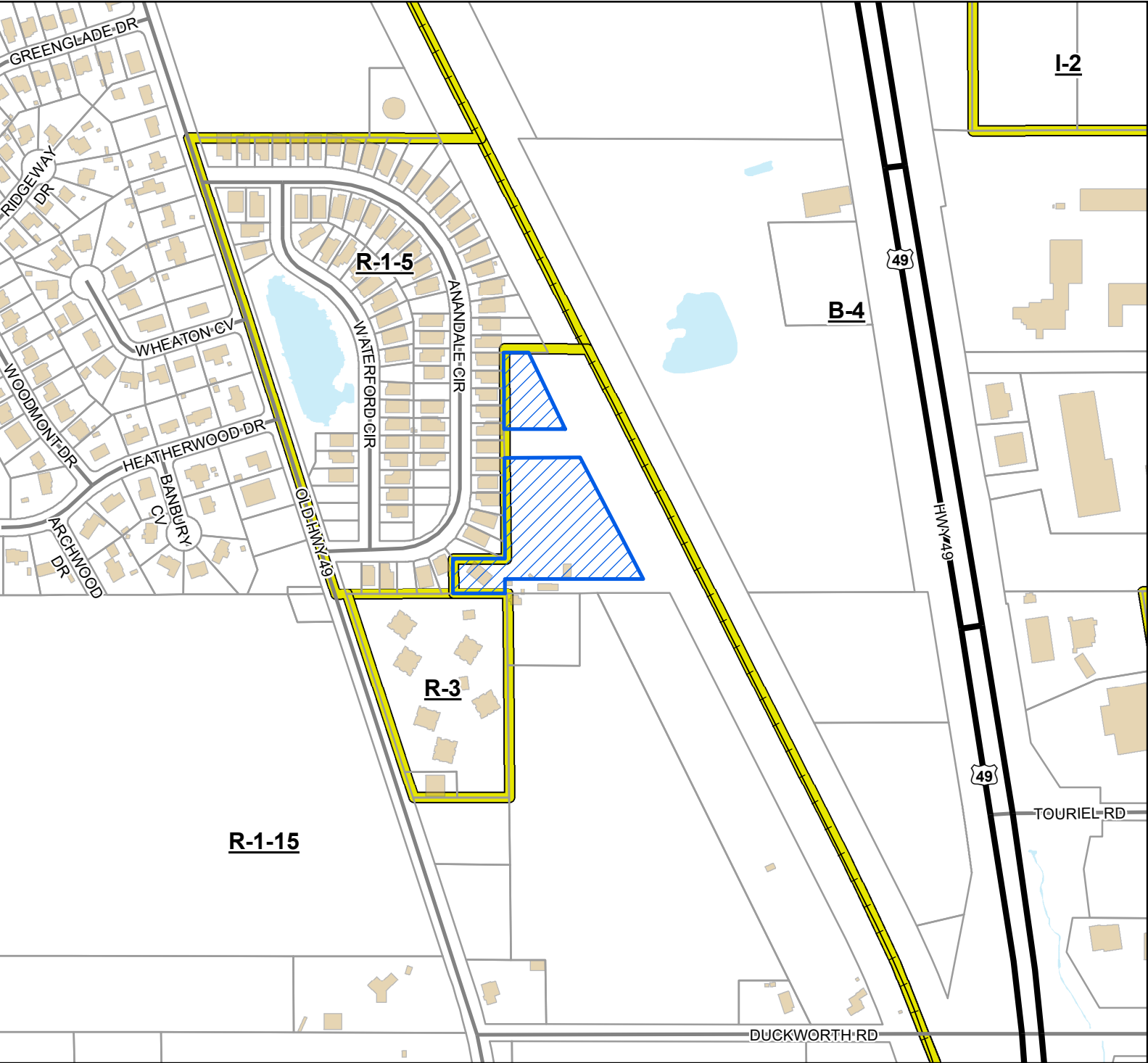
Fire Department: No comments as of 9/21/18.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



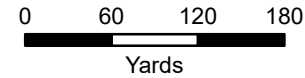
Greg Pietrangelo
Director of Urban Development Department



Legend

- Site
- US or State Highway
- Street
- Railroad
- Parcels
- Buildings
- Zoning
- Water Features

Site Information
 0707H-02-003.000
 Zoning: R-1-15 (Single family)
 Size: 5.11 acres
 Flood: X



1 inch = 400 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.



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

For Staff Use Only

Case File #: 1809PC 097

Date Received: _____

Receipt #: 9112889

Received By: _____

Zoning: R-1-15Ward: 7 Flood: XSize: 5.11 Acres.

(If necessary, use separate sheet of paper)

TAX PARCEL #

0	7	0	7	H

 -

0	2

 -

0	0	3

 .

0	0	0

Address of Property Involved: 13518 Old Hwy 49, Gulfport, MS 39503Lot(s) _____, Block(s) 52,53, Subdivision _____General Location: Parcel 0707H-02-003.000**GENERAL DESCRIPTION OF REQUEST:**

Request Resubdivision TO divide Existing parcel
into 2 parcels. (Parcel A) ± (Parcel B)

OWNERSHIP AND CERTIFICATION:

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

OWNER

AGENT

Mary P. Workman

Printed Name Of Owner

13518 Old Hwy 49

Mailing Address

Gulfport MS 39503
City State Zip code

228-832-2788

Home Phone

Work/Cell Phone

Email

Mary P. Workman
Signature Of Owner

Paul R. Workman

Printed Name Of Agent

906 E Birch Drive

Mailing Address

Gulfport MS 39503
City State Zip code

228-860-4813

Home Phone

Work/Cell Phone

randyworkman@msn.com

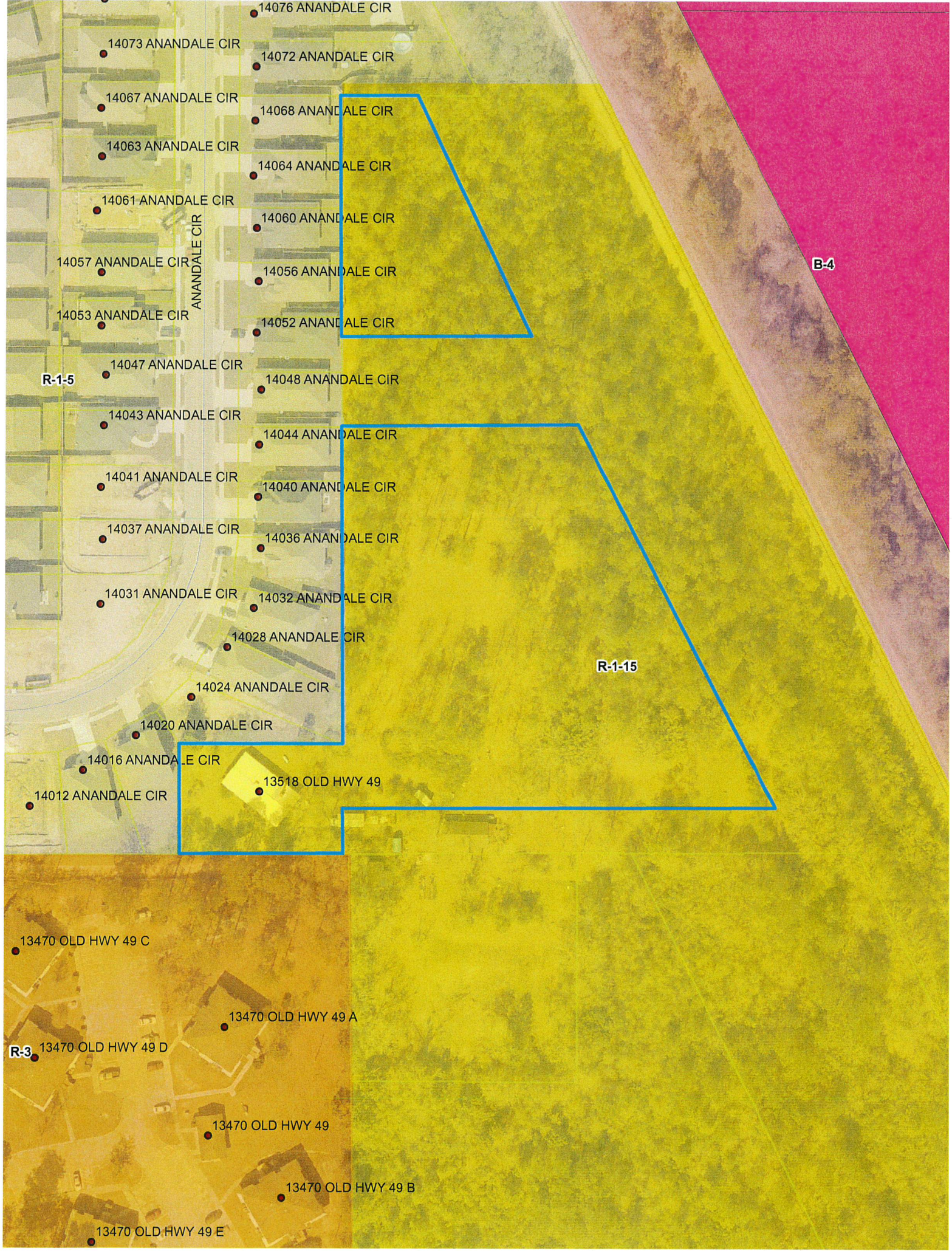
Email

[Signature]
Signature Of Agent

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



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



Thomas S. Lane

From: Gregory Holmes
Sent: Thursday, August 9, 2018 10:16 AM
To: Thomas S. Lane
Subject: FW: Purpose of Subdivision

FYI - Please add to Mr. Workman file.

Thanks,

Gregory L. Holmes
Planning Administrator
The City of Gulfport
Phone: 228-868-5710
Fax: 228-868-5708



From: Randy Workman [mailto:randyworkman@msn.com]
Sent: Thursday, August 9, 2018 10:10 AM
To: Gregory Holmes <GHolmes@gulfport-ms.gov>
Subject: Purpose of Subdivision

Greg, if you could help me attach the following notation:

The purpose for the subdivision request is to separate this existing parcel into two parcels (Parcel A and Parcel B), in order to build my personal home on parcel "B".

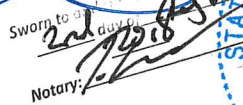
Or however you think it needs to be worded.

Thanks,
Randy

I, PAUL R. WORKMAN STATE THAT
THERE ARE NO RESTRICTIVE COVENANTS
THAT WOULD PROHIBIT THE SUBDIVISION
OF TAX PARCEL 0707H-02-003.000.

PAUL R. WORKMAN



Sworn to and
Notary: 



**LARRY P. SAUCIER
SURVEYING, L.L.C.**



PROFESSIONAL LAND SURVEYOR
15845 ORCHARD DRIVE
GULFPORT, MS 39503
PHONE: (228) 861-5537
LARRYSAUCIER@CABLEONE.NET

A BOUNDARY SURVEY OF 5.11 +/- ACRES LOCATED IN THE NE 1/4 OF THE NE 1/4 OF SECTION 32, THE S1/2 OF THE SE 1/4 OF SECTION 29, AND PART OF BLOCKS 52 AND 53, ORIGINAL LYMAN S/D; ALL IN TOWNSHIP 6 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI

FOR: RANDY WORKMAN

DRAWING NO. 011-0917
DATE(S) OF FIELD SURVEY
09/17-09/29, 2011



THIS IS TO CERTIFY THAT THE PARCELS SHOWN AND DESCRIBED HEREON WERE SURVEYED ON THE GROUND AND THE PLAT AND DESCRIPTIONS ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Larry P. Saucier
LARRY P. SAUCIER, P.L.S. # 2939

IF THIS SURVEY IS NOT SIGNED AND SEALED IN RED INK, IT IS A REPRODUCTION AND CANNOT BE RELIED UPON FOR ACCURACY.

DATE OF PLAT:
NOVEMBER 21, 2011

LEGEND:

- 1/2" IRON ROD FOUND (IRF)
- 3/8" IRON ROD FOUND
- 1/2" IRON ROD SET
- ⊗ NAIL FOUND
- △ NAIL SET
- ⊠ CONCRETE MONUMENT FOUND
- N/F NOW OR FORMERLY
- UTARD KNOT STAKE FOUND (LKF)
- A.P.R. AS PER RECORD
- A.P.S. AS PER SURVEY
- A.P.P.S. AS PER PREVIOUS SURVEY
- PLAT DIMENSIONS ON RECORD PLAT
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- BARBED WIRE (FIELD) FENCE LINE
- OHE OVER HEAD ELECTRIC
- SUBJECT PROPERTY LINE
- POWER POLE
- NOT TO SCALE LINE

PRIOR TO SUBDIVISION

SHEET 1 OF 4



GRAPHIC SCALE: 1" = 100'
CLASS "C" SURVEY
PER MISSISSIPPI MINIMUM STANDARDS

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. VARIOUS LEGAL ENCUMBRANCES MAY EXIST. CONSULT A TITLE ATTORNEY IF YOU WISH TO DISCOVER ALL THE LEGAL ENCUMBRANCES ATTACHED TO ANY PROPERTY.

SURVEYORS NOTES:

SURVEYOR HAS NOT PERFORMED AN INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

A FLOOD ZONE DETERMINATION WAS NOT PERFORMED AS A PART OF THIS SURVEY (UNLESS OTHERWISE SHOWN ON THIS PLAT) AND IS NOT REQUIRED BY MISSISSIPPI MINIMUM STANDARDS.

REDIVISION OF THIS PROPERTY IS SUBJECT TO CURRENT SUBDIVISION AND ZONING REGULATIONS. APPROVAL NEEDS TO BE OBTAINED FROM THE APPROPRIATE GOVENING BODIES.

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 RIGHT-OF-WAYS OF RECORD.

THERE HAS BEEN NO ATTEMPT AS A PART OF THIS BOUNDARY SURVEY TO OBTAIN OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY, OR LOCATION OF ANY UTILITY OR MUNICIPAL/PUBLIC SERVICE FACILITY EXCEPT AS SHOWN HEREON. AS ALWAYS, CALL MISSISSIPPI ONE CALL BEFORE CONSTRUCTION.

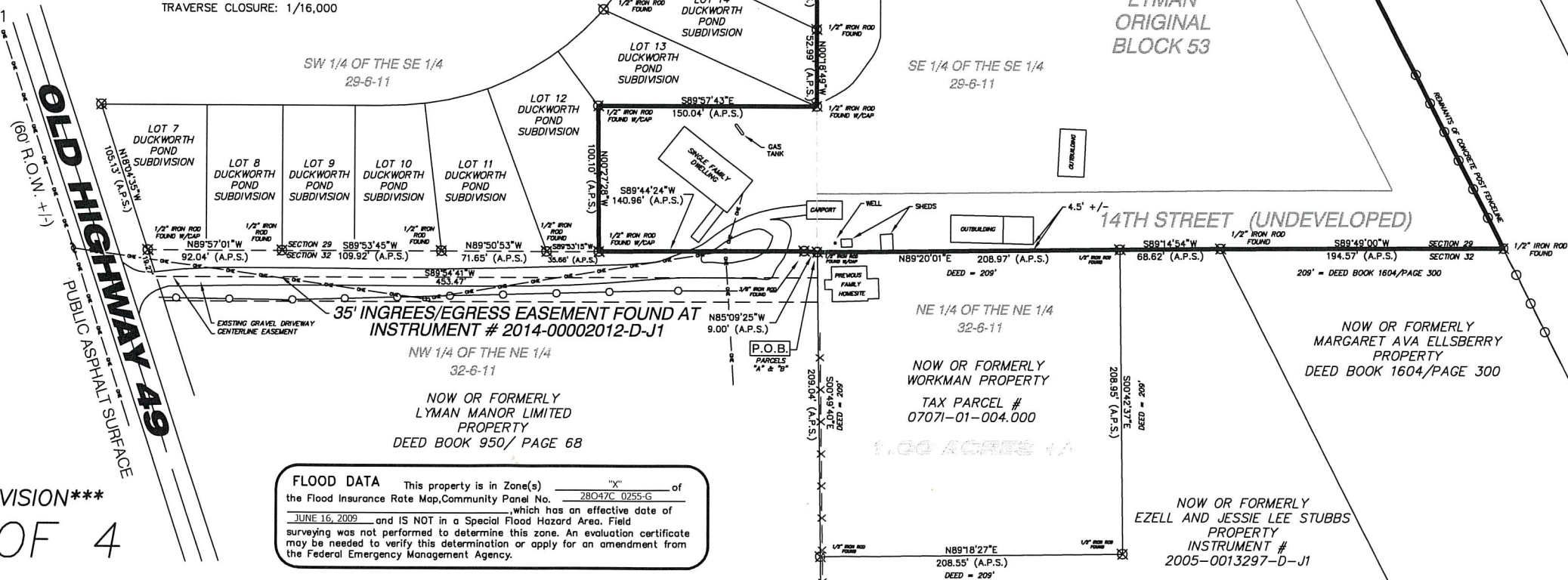
AS PART OF FIELD INVESTIGATION THE SURVEYOR DOES NOT CERTIFY TO THE EXISTANCE OR NON-EXISTENCE OF ANY ENVIRONMENTAL HAZARDS.

THIS SURVEY AND PLAT WERE PREPARED ONLY FOR CLIENT AS NAMED HEREON AND NO THIRD OR OTHER PARTY CERTIFICATION IS EXPRESSED OR IMPLIED.

THE SURVEYOR GIVES NO OPINION TO THE EXISTANCE OR NON-EXISTANCE OF WETLANDS OR ANY WETLAND INDICATORS.

BASE OR REFERENCE BEARINGS/DIRECTIONS AS SHOWN DETERMINED BY TRUE (GEODETIC) BEARINGS BY G.P.S. OBSERVATION ON SUBJECT PROPERTY.

TRAVERSE CLOSURE: 1/16,000



FLOOD DATA

This property is in Zone(s) "X" of the Flood Insurance Rate Map, Community Panel No. 28047C 0255-G, which has an effective date of JUNE 16, 2009 and IS NOT in a Special Flood Hazard Area. Field surveying was not performed to determine this zone. An evaluation certificate may be needed to verify this determination or apply for an amendment from the Federal Emergency Management Agency.

REFERENCES:

- 1.) HARRISON COUNTY PROPERTY/TAX MAPS
- 2.) DEED OF SUBJECT PROPERTY AS FURNISHED BY CLIENT
- 3.) THE FOLLOWING REFERENCES OF RECORD:
(DB 950/PG 68) N/F LYMAN MANOR LTD. PROPERTY
(DB 424/PG 341) N/F P.G. & MARY P. WORKMAN EST. PROPERTY
(DB 1604/PG 300) N/F MARY A. ELLSBERRY PROPERTY
INSTRUMENT # 2005-0013297-D-J1 N/F EZELL & JESSIE LEE STUBBS PROPERTY

BOUNDARY SURVEY BY DAN R. O'NEAL OF LAND TO THE SOUTH FOR MONROE STEWART RECORDED AT INSTRUMENT # 2005-0013297-D-J1.

BOUNDARY SURVEY BY HOLLIS S. WILLIAMS OF "W" ENGINEERING OF PROPERTY TO THE WEST; DATE UNKNOWN.

RECORD PLAT OF DUCKWORTH POND S/D (PB 53, PG 19)
RECORD PLAT OF ORIGINAL LYMAN (PB 2, PG 16)

UTILITY NOTE:

AN 8" WATER MAIN IS LOCATED ON THE EAST SIDE OF OLD HIGHWAY 49 AND SEWER IS AVAILABLE IN DUCKWORTH POND SUBDIVISION TO THE WEST AND THE PROPERTY OF LYMAN MANOR LIMITED TO THE SOUTH FOR TIES PER CITY OF GULFPORT PUBLIC WORKS/ ENGINEERING DEPARTMENTS.

ORIGINAL BOUNDARY SURVEY-NOVEMBER 21, 2011

REVISED PLAT-ADDED RECORDED ESMT-CREATED
ADD. 35' ESMT.- APRIL 25, 2014

BUILDING SETBACKS:

FRONT: 25'
SIDE: 15'
REAR: 15'

LARRY P. SAUCIER
SURVEYING, L.L.C.



PROFESSIONAL LAND SURVEYOR
15645 ORCHARD DRIVE
GULFPORT, MS 39503
PHONE: (228) 861-5537
LARRYSAUCIER@CABLEONE.NET

A RESUBDIVISION OF 5.11 +/- ACRES LOCATED IN THE NE 1/4 OF THE NE 1/4 OF SECTION 32, THE S1/2 OF THE SE 1/4 OF SECTION 29, AND PART OF BLOCKS 52 AND 53, ORIGINAL LYMAN S/D; ALL IN TOWNSHIP 6 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI INTO PARCEL "A" (A +/- 0.34 ACRE PARCEL) AND PARCEL "B" (A 4.77 ACRE PARCEL (UNOPENED R-O-W'S INCLUDED)).

FOR: RANDY WORKMAN

DRAWING NO. 011-0917
DATE(S) OF FIELD SURVEY
09/17-09/29, 2011



GRAPHIC SCALE: 1" = 100'
CLASS "C" SURVEY
PER MISSISSIPPI MINIMUM STANDARDS

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. VARIOUS LEGAL ENCUMBRANCES MAY EXIST. CONSULT A TITLE ATTORNEY IF YOU WISH TO DISCOVER ALL THE LEGAL ENCUMBRANCES ATTACHED TO ANY PROPERTY.

SURVEYORS NOTES:

SURVEYOR HAS NOT PERFORMED AN INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

A FLOOD ZONE DETERMINATION WAS NOT PERFORMED AS A PART OF THIS SURVEY (UNLESS OTHERWISE SHOWN ON THIS PLAT) AND IS NOT REQUIRED BY MISSISSIPPI MINIMUM STANDARDS.

REDIVISION OF THIS PROPERTY IS SUBJECT TO CURRENT SUBDIVISION AND ZONING REGULATIONS. APPROVAL NEEDS TO BE OBTAINED FROM THE APPROPRIATE GOVERNING BODIES.

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 RIGHT-OF-WAYS OF RECORD.

THERE HAS BEEN NO ATTEMPT AS A PART OF THIS BOUNDARY SURVEY TO OBTAIN OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY, OR LOCATION OF ANY UTILITY OR MUNICIPAL/PUBLIC SERVICE FACILITY EXCEPT AS SHOWN HEREON. AS ALWAYS, CALL MISSISSIPPI ONE CALL BEFORE CONSTRUCTION.

AS PART OF FIELD INVESTIGATION THE SURVEYOR DOES NOT CERTIFY TO THE EXISTENCE OR NON-EXISTENCE OF ANY ENVIRONMENTAL HAZARDS.

AND NO THIRD OR OTHER PARTY CERTIFICATION IS EXPRESSED OR IMPLIED.

THE SURVEYOR GIVES NO OPINION TO THE EXISTENCE OR NON-EXISTENCE OF WETLANDS OR ANY WETLAND INDICATORS.

BASE OR REFERENCE BEARINGS/DIRECTIONS AS SHOWN DETERMINED BY TRUE (GEODETIC) BEARINGS BY G.P.S. OBSERVATION ON SUBJECT PROPERTY.

TRAVERSE CLOSURE: 1/16,000

SURVEY MODIFIED TO SHOW TRIANGULAR PARCEL FOR INGRESS/EGRESS 7/29/2018

SW 1/4 OF THE SE 1/4
29-6-11

SE 1/4 OF THE SE 1/4
29-6-11

LYMAN
ORIGINAL
BLOCK 53

0.34 ACRES +/-
PARCEL "A"

PARCEL "C"

14TH STREET (UNDEVELOPED)

35' INGRESS/EGRESS EASEMENT FOUND AT
INSTRUMENT # 2014-00002012-D-J1

NW 1/4 OF THE NE 1/4
32-6-11

NOW OR FORMERLY
LYMAN MANOR LIMITED
PROPERTY
DEED BOOK 950/ PAGE 68

NOW OR FORMERLY
WORKMAN PROPERTY

TAX PARCEL #
07071-01-004.000

1.00 ACRES +/-

NOW OR FORMERLY
EZELL AND JESSIE LEE STUBBS
PROPERTY
INSTRUMENT #
2005-0013297-D-J1

REFERENCES:

- 1.) HARRISON COUNTY PROPERTY/TAX MAPS
- 2.) DEED OF SUBJECT PROPERTY AS FURNISHED BY CLIENT
- 3.) THE FOLLOWING REFERENCES OF RECORD:
(DB 950/PG 68) N/F LYMAN MANOR LTD. PROPERTY
(DB 424/PG 341) N/F P.G. & MARY P. WORKMAN EST. PROPERTY
(DB 1604/PG 300) N/F MARY A. ELLSBERRY PROPERTY
INSTRUMENT # 2005-0013297-D-J1 N/F EZELL & JESSIE LEE STUBBS PROPERTY

BOUNDARY SURVEY BY DAN R. O'NEAL OF LAND TO THE SOUTH FOR MONROE STEWART RECORDED AT INSTRUMENT # 2005-0013297-D-J1.

BOUNDARY SURVEY BY HOLLIS S. WILLIAMS OF "W" ENGINEERING OF PROPERTY TO THE WEST; DATE UNKNOWN.

RECORD PLAT OF DUCKWORTH POND S/D (PG 53, PG 19)
RECORD PLAT OF ORIGINAL LYMAN (PG 2, PG 16)

UTILITY NOTE:

AN 8" WATER MAIN IS LOCATED ON THE EAST SIDE OF OLD HIGHWAY 49 AND SEWER IS AVAILABLE IN DUCKWORTH POND SUBDIVISION TO THE WEST AND THE PROPERTY OF LYMAN MANOR LIMITED TO THE SOUTH FOR TIES PER CITY OF GULFPORT PUBLIC WORKS/ ENGINEERING DEPARTMENTS.

ORIGINAL BOUNDARY SURVEY-NOVEMBER 21, 2011

REVISED PLAT-ADDED RECORDED ESMT-CREATED
ADD. 35' ESMT.- APRIL 25, 2014

BUILDING SETBACKS:

FRONT: 25'
SIDE: 15'
REAR: 15'

LEGEND:

- 1/2" IRON ROD FOUND (RF)
- 3/8" IRON ROD FOUND
- 1/2" IRON ROD SET
- NAIL FOUND
- NAIL SET
- CONCRETE MONUMENT FOUND
- N/F - NOW OR FORMERLY
- LITARD KNOT STAKE FOUND (LKF)
- A.P.R. - AS PER RECORD
- A.P.S. - AS PER SURVEY
- A.P.P.S. - AS PER PREVIOUS SURVEY
- PLAT - DIMENSIONS ON RECORD PLAT
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- X - BARBED WIRE (FIELD) FENCE LINE
- OHE - OVER HEAD ELECTRIC
- SUBJECT PROPERTY LINE
- POWER POLE
- NOT TO SCALE LINE

PROPOSED SUBDIVISION

SHEET 2 OF 4

FLOOD DATA

This property is in Zone(s) _____ of the Flood Insurance Rate Map, Community Panel No. 28047C 0255-G, which has an effective date of JUNE 16, 2009 and IS NOT in a Special Flood Hazard Area. Field surveying was not performed to determine this zone. An evaluation certificate may be needed to verify this determination or apply for an amendment from the Federal Emergency Management Agency.

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 " ORIGINAL OVERALL PARCEL " DESCRIBED AS 5.11 ACRES LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, AND THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 29, AND PART OF OF BLOCKS 52 AND 53, ORIGINAL LYMAN SUBDIVISION; ALL IN TOWNSHIP 6 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI INTO PARCEL "A" AND PARCEL "B". THE SUBJECT PROPERTY IS GENERALLY DESCRIBED AS BEING EAST OF DUCKWORTH POND SUBDIVISION AND OLD HIGHWAY 49, WEST OF THE MID SOUTH RAIL CORPORATION LINE, AND NORTH OF DUCKWORTH ROAD. THE AD VELOREM TAX PARCEL NUMBER IS 0707H-02-003.000.

THE CASE FILE NUMBER IS 1809pc097

LEGAL DESCRIPTION OF LAND PRIOR TO THIS RESUBDIVISION:
(DB 424/Pg 341 AND PLAT OF DUCKWORTH POND AND ORIGINAL LYMAN S/D)

BLOCKS 52 AND 53 INCLUSIVE WITH THAT PORTION OF 13TH STREET AND 14TH STREET LYING WEST OF THE NOW OR FORMERLY MID SOUTH RAIL CORPORATION LINE RIGHT-OF-WAY AND THAT PORTION OF WEST RAILROAD AVENUE LYING IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 6 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI.

AND ALSO:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 6 SOUTH, . RANGE 11 WEST, HARRISON COUNTY, MISSISSIPPI; THENCE NORTH 00°26'28" WEST; 100.16 FEET; THENCE N89°58'39" W; 150.09 FEET; THENCE S00°28'27" E; 100.12 FEET; THENCE EASTERLY +/-150.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.34 ACRES, APPROXIMATELY.

LEGAL DESCRIPTIONS OF THE PARCELS CREATED BY THIS SUBDIVISION:

PARCEL "A" AS PER SURVEY:

A PARCEL OF LAND BEING LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 6 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 29; THENCE PROCEED NORTH 85°09'25" WEST (BEARINGS CITED REFER TO TRUE BEARINGS BY G.P.S. OBSERVATION) ALONG THE MONUMENTED SOUTH LINE OF SAID SW 1/4 OF THE SE 1/4 FOR A DISTANCE OF 9.00 FEET TO A 3/8" IRON ROD FOUND AS DESCRIBED IN DEED BOOK 950/PAGE 68; THENCE CONTINUE ALONG SAID MONUMENTED SOUTH LINE SOUTH 89°44'24" WEST FOR A DISTANCE OF 140.96 FEET TO A CAPPED 1/2" IRON ROD FOUND AT THE SOUTHEAST CORNER OF LOT 12, DUCKWORTH POND S/D; THENCE PROCEED NORTH 00°27'28" WEST FOR A DISTANCE OF 100.10 FEET TO A CAPPED 1/2" IRON ROD FOUND AT THE SOUTHWEST CORNER OF LOT 13, DUCKWORTH POND S/D; THENCE PROCEED SOUTH 89°57'43" EAST FOR A DISTANCE OF 150.04 FEET TO A CAPPED 1/2" IRON ROD FOUND AT THE SOUTHEAST CORNER OF LOT 13, DUCKWORTH POND S/D; THENCE PROCEED SOUTH 00°23'41" EAST ALONG THE MONUMENTED EAST LINE OF SAID SW 1/4 OF SE 1/4 FOR A DISTANCE OF 100.12 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.34 ACRES, APPROXIMATELY.

PARCEL "B" AS PER SURVEY:

A PARCEL OF LAND BEING LOCATED IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 6 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 29; THENCE PROCEED NORTH 00°23'41" WEST (BEARINGS CITED REFER TO TRUE BEARINGS BY G.P.S. OBSERVATION) ALONG THE MONUMENTED WEST LINE OF SAID SE 1/4 OF THE SE 1/4 FOR A DISTANCE OF 100.12 FEET TO A CAPPED 1/2" IRON ROD FOUND AT THE SOUTHEAST CORNER OF LOT 13, DUCKWORTH POND S/D; THENCE PROCEED NORTH 00°21'09" WEST ALONG SAID MONUMENTED WEST LINE OF SAID 40 AND THE MONUMENTED EAST LINE OF SAID DUCKWORTH POND S/D FOR A DISTANCE OF 599.89 FEET TO A 1/2" IRON ROD FOUND AT THE NORTHEAST CORNER OF LOT 24, DUCKWORTH POND S/D; THENCE PROCEED SOUTH 89°52'42" EAST ALONG THE SOUTH LINE OF LOT 25 FOR A DISTANCE OF 122.46 FEET TO A 1/2" IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID LOT 25, DUCKWORTH POND S/D AND ALSO ON THE WESTERN MARGIN OF THE NOW OR FORMERLY MID SOUTH RAIL CORPORATION RAILROAD RIGHT-OF-WAY AS PER PLAT OF ORIGINAL LYMAN S/D (PLAT BOOK 21/PAGE 16); THENCE PROCEED SOUTH 26°58'11" EAST ALONG THE WESTERLY MARGIN OF SAID RIGHT-OF-WAY FOR A DISTANCE OF 780.69 FEET TO A 1/2" IRON ROD FOUND IN AN OLD CONCRETE POST FENCELINE AT THE NORTHEAST CORNER OF NOW OR FORMERLY ELLSBERRY PROPERTY (DEED BOOK 1604/PAGE 300); THENCE PROCEED SOUTH 89°49'00" WEST ALONG THE NORTH LINE OF SAID ELLSBERRY PROPERTY FOR A DISTANCE OF 194.57 FEET TO A 1/2" IRON ROD FOUND; THENCE PROCEED SOUTH 89°14'54" WEST ALONG THE NORTH LINE OF NOW OR FORMERLY STUBBS PROPERTY (INSTRUMENT # 2005-0013297-D-J1) FOR A DISTANCE OF 68.62 FEET TO A 1/2" IRON ROD FOUND AT THE NORTHEAST CORNER OF NOW OR FORMERLY WORKMAN PROPERTY; THENCE PROCEED SOUTH 89°20'01" WEST ALONG THE NORTH LINE OF SAID WORKMAN PROPERTY FOR A DISTANCE OF 208.97 FEET TO THE POINT OF BEGINNING. SAID PARCEL IS A PART OF BLOCK 52 AND ALL OF BLOCK 53 AND INCLUDES THE UNDEVELOPED PLATTED STREETS OF 13TH STREET, 14TH STREET AND WEST RAILROAD AVENUS AND CONTAINS 4.77 ACRES, APPROXIMATELY.

PROPOSED 35' INGRESS/EGRESS EASEMENT:

THE NORTH 35' OF THE 1.0 ACRE PARCEL OF NOW OR FORMERLY WORKMAN PROPERTY DEMOGRAPHICALLY KNOWN AS TAX PARCEL # 0707I-01-004.000 LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 6 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI

LARRY P. SAUCIER
SURVEYING, L.L.C.



PROFESSIONAL LAND SURVEYOR
15645 ORCHARD DRIVE
GULFPORT, MS 39503
PHONE: (228) 861-5537
LARRYSAUCIER@CABLEONE.NET

A RESUBDIVISION OF 5.11 +/- ACRES LOCATED IN THE NE 1/4 OF THE NE 1/4 OF SECTION 32, THE S1/2 OF THE SE 1/4 OF SECTION 29, AND PART OF BLOCKS 52 AND 53, ORIGINAL LYMAN S/D; ALL IN TOWNSHIP 6 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI INTO PARCEL "A" (A +/- 0.34 ACRE PARCEL) AND PARCEL "B" (A 4.77 ACRE PARCEL (UNOPENED R-O-W'S INCLUDED)).

FOR: RANDY WORKMAN

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 HEREIN DESCRIBED:

RATIFIED AND APPROVED BY:

SIGNATURE OF OWNER

PRINT NAME

THIS _____ DAY OF _____, 20_____.

ACKNOWLEDGE

BEFORE ME, THE UNDERSIGNED, AUTHORIZED IN AND FOR THE STATE OF MISSISSIPPI , COUNTY OF HARRISON, PERSONALLY APPEARED THE FORENAMED _____ WHO ACKNOWLEDGED THAT HE/SHE ACCEPTED THIS PLAT AND EXECUTED THE FOREGOING CERTIFICATE AND DEDICATION FOR THE PURPOSE THEREIN SET FORTH.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

(AFFIX SEAL)

PLANNING COMMISSION

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

PLANNING COMMISSION CHAIRMAN

PLANNING DIVISION ADMINISTRATOR

APPROVAL

SUBMITTED TO AND APPROVED BY THE GULFPORT CITY COUNCIL AT THE REGULAR MEETING OF SAID COUNCIL HELD ON THE _____ DAY OF _____, 20_____.

ATTEST: _____ ADOPT: _____

CLERK OF COUNCIL

PRESIDENT

BILLY HEWES , MAYOR

LARRY P. SAUCIER
SURVEYING, L.L.C.



PROFESSIONAL LAND SURVEYOR
15645 ORCHARD DRIVE
GULFPORT, MS 39503
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A RESUBDIVISION OF 5.11 +/- ACRES LOCATED IN THE NE 1/4 OF THE NE 1/4 OF SECTION 32, THE S1/2 OF THE SE 1/4 OF SECTION 29, AND PART OF BLOCKS 52 AND 53, ORIGINAL LYMAN S/D; ALL IN TOWNSHIP 6 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI INTO PARCEL "A" (A +/- 0.34 ACRE PARCEL) AND PARCEL "B" (A 4.77 ACRE PARCEL (UNOPENED R-O-W'S INCLUDED)).

FOR: RANDY WORKMAN



URBAN DEVELOPMENT
PLANNING DIVISION

September 6, 2018

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

Mary P. Workman (Owner)
13518 Old Hwy 49
Gulfport, MS 39503

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

RE: Resubdivision 1809PC097: Mary P. Workman and Paul R. Workman, property owners, request to divide the existing parcel into two parcels on tax parcel 0707H-02-003.000 zoned R-1-15 (Single Family): located north of Duckworth Road, south of Anandale Circle, east of and adjacent to Old Hwy 49, and west of Hwy 49, in ward 7.

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, September 27, 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)

PARCEL_ID (097)	NAME	ADDRESS_1	CITY	STATE	ZIP
0707H-02-003.000	WORKMAN PAUL G -EST- & MARY P Adjacent Property Owners	13518 OLD HWY 49	GULFPORT	MS	39503
0707I-01-002.000	ELLSBERRY MARGARET AVA	294 LOTT RD	PERKINSTON	MS	39573
0707I-01-003.001	STUBBS EZELL	6556 B SIMMONS DR	GULFPORT	MS	39560
0707H-02-002.073	DUCKWORTH DEVELOPMENT LLC	12206 HIGHWAY 49	GULFPORT	MS	39503
0707H-02-002.016	ROGERS RUTH A & GEORGE	14036 ANANDALE CIR	GULFPORT	MS	39503
0707H-02-002.018	PRUSINOSKI JEFFREY ADAM	413 TUSCANO LN	BILOXI	MS	39531
0707H-02-002.069	WILDER LATONYA	14047 ANANDALE CIR	GULFPORT	MS	39503
0707H-02-002.020	BUTLER SHEILA D	14052 ANANDALE CIRCLE	GULFPORT	MS	39503
0707H-02-002.068	POWELL RUTH M	14053 ANANDALE CIRCLE	GULFPORT	MS	39503
0707H-02-002.023	SIMMONS JENNIFER LYNN	14064 ANANDALE CIR	GULFPORT	MS	39503
0707H-02-002.065	FLAHERTY ANDRE & VANISA M	14063 ANANDALE CIR	GULFPORT	MS	39507
0707H-02-002.025	BOUTWELL ASHLEY & GOODISON STACEY	14072 ANADALE CIRCLE	GULFPORT	MS	39503
0707H-02-002.063	PETTIS ASHLEY RENEE	14073 ANANDALE CIR	GULFPORT	MS	39503
0707H-02-002.026	HUME MICHAEL & ALISON	4900 THOMPSON CT	RENO	NV	89511
0707I-01-005.000	LYMAN MANOR LTD	723 HOWARD AVE	BILOXI	MS	39530
0707H-02-002.074	DUCKWORTH DEVELOPMENT LLC	12206 HIGHWAY 49	GULFPORT	MS	39503
0707H-02-002.015	WALLACE BREE LEIGH	14032 ANANDALE CIR	GULFPORT	MS	39503
0707H-02-002.075	DESHAMP TROY L JR	14016 WATERFORD CIRCLE	GULFPORT	MS	39503
0707H-02-002.017	WILLIAMS DOUGLAS A	14040 ANANDALE CIRCLE	GULFPORT	MS	39503
0707H-02-002.070	ROSENTRETER LISA M & PATRICK	14043 ANANDALE CIR	GULFPORT	MS	39503
0707H-02-002.021	YAWN DAVID T & HALEY L	14056 ANANDALE CIR	GULFPORT	MS	39503
0707H-02-002.022	LEONARD CASIMER J	14060 ANANDALE CIR	GULFPORT	MS	39503
0707H-02-002.024	STEAKLEY DAN H & MARITES C	14068 ANANDALE CIRCLE	GULFPORT	MS	39503
0707H-02-002.064	MANSON DENNIS & ANN	14067 ANANDALE CIRCLE	GULFPORT	MS	39503
0707H-02-002.027	REDDEN JAMES & DEIDRE	14080 ANANDALE CIRCLE	GULFPORT	MS	39503
0707H-02-002.013	DUCKWORTH DEVELOPMENT LLC	12206 HIGHWAY 49	GULFPORT	MS	39503
0707H-02-002.012	D R HORTON INC - BIRMINGHAM	25366 PROFIT DRIVE	DAPHNE	AL	36526

1. CITY OF GULFPORT PLANNING COMMISSION

2

3 1809PC097

4

5 TRANSCRIPT OF HEARING

6 September 27, 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 27TH DAY OF SEPTEMBER
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
BRADLEY ELLIOTT
DOUG HANCOCK
LANE HENSARLING

19

STAFF PRESENT:

20

21 GREG PIETRANGELO
GREG HOLMES
SU-LIN BOLIN

22 EMMA STRONG

23

24

25

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

1. 6. Resubdivision 1809PC097
2. MS. STRONG: Resubdivision 1809PC097 has been
3. duly and timely noticed as required by law. The applicant
4. requests to divide a tax parcel into two new parcels located
5. at 13518 Old Highway 49 zoned R-1-15 in Ward 7. A copy of
6. the packet considered is hereby offered to the record.
7. MR. WILLIAMS: Someone here to speak for this
8. request?
9. MR. WORKMAN: Yes, sir. My name is Paul
10. Workman, 906 East Birch Drive, Gulfport.
11. And I'm applying on behalf of my mother and
12. myself, Mary Workman, roughly five acres family property.
13. She currently resides on it, so I wanted to divide it into
14. two parcels so that I can build a home adjacent to hers.
15. MR. WILLIAMS: Okay. It's a little bit
16. easier to look at the screen as opposed to what was on --
17. unless like Coach you have a good color copier, but you can
18. see it's the large parcel and it's just going into the small
19. parcel there on the left and then leaving the 4.77 acres I

20. think it is on the bigger parcel.

21. MR. WORKMAN: That's corect. The little

22. section to the lower left is where my mother
currently, and

23. we're just kind of --

24. MR. WILLIAMS: That's where the house is now?

25. MR. WORKMAN: -- basically breaking that off.

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

1. MR. WILLIAMS: Any questions of the
2. applicant?
3. MR. HANCOCK: Again, this is probably for Mr.
4. Holmes. But in the departmental conditions, I notice
that
5. engineering and public works both disapprove the
request.
6. Can you speak to that a little bit? It seems to have
to do
7. with frontage right-of-way.
8. MR. HOLMES: Yes, sir. I believe if you look
9. we put some additional updated () on you guys'
desk.
10. MR. HANCOCK: Okay.
11. MR. HOLMES: And there should be some from
12. those various departments. This property had a lot
of
13. (). And Mr. Workman worked with the city for
over
14. seven years to get to this point. And there were
some
15. agreements that they have worked out to basically
make this
16. work for him and the city.
17. MR. HANCOCK: Okay. So without me having to
18. read all this, I think what you're saying is they
still hold
19. the same opinion.
20. MR. HOLMES: No, sir. I think on what you

21. have, they recommend approval.
22. MR. WILLIAMS: Yeah. What we've got from
23. engineering says the property owner is responsible
for the
24. water, sewer, and asphalt road dedication to the city
for
25. perpetual maintenance. All improvements should be
within

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

1. the existing 35 foot ingress/egress easement. City
may
2. consider assisting property owner with the
improvements.
3. So what they're saying is they're going to --
4. the owner is responsible for the road, and then
they'll
5. dedicate it to the city. And then the other from
public
6. works, must meet the road access requirements. All
water
7. and sewer must go through public works.
8. And Mr. Workman is working with us on that
9. and in a position to do that.
10. MR. WORKMAN: Yes.
11. MR. WILLIAMS: You were aware of those?
12. MR. WORKMAN: Yes.
13. MR. WILLIAMS: Okay. Thank you for bringing
14. that up, Doug. Great comment. Appreciate it.
15. Other questions?
16. All right. If anything comes up, we'll bring
17. you back up.
18. MR. WORKMAN: All right. Thank you.
19. MR. WILLIAMS: Anyone else here to speak for
20. the request?
21. Anyone to speak against this request tonight?
22. All right, Commissioners. Any other

23. questions or comments? Or I'll take a motion on the case.

24. MS. ADOLPH: Mr. Chairman, I offer a motion

25. for approval Case Number 1809PC097 with the recommended

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

1. conditions.
2. MR. WILLIAMS: Thank you. Got a motion to
3. approve the case with recommended conditions. Do I
have a
4. second?
5. MR. ELLIOTT: Second.
6. MR. WILLIAMS: Got a motion and a second.
7. Any further discussion or questions on this?
8. If not, all those in favor signify by saying
9. aye. Any opposed? All right. It's been approved.
Thank
10. you, Mr. Workman.

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

1. BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2

3 1809PC097

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 27th day of September 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 1st day of

October

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
	0003838908	LEGAL NOTICE PUBLIC HEARING In conformar			1	12.30 In

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, September 27, 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 1808PC081:
Deborah G. Cothran, property owner, requests to divide the 3-acre tax parcel 1008E-01-007.001 into 2 parcels zoned R-1-15 (Single-family); located north of John Ross Road, south of and adjacent to Charlotte Road, east of Rebekah Drive, and west of and adjacent to Charlotte Drive, in Ward 6.

Resubdivision 1808PC082:
Jeanne R. Johnson, property owner, requests to divide the 26,362-square-foot tax parcel 07110-03-076.000 into 3 parcels zoned T3 (suburban zone); located north of and adjacent to Finley Street, south of Ford Street, east of Woodward Avenue, and west of and adjacent to Alston Avenue, in Ward 2.

Zoning Map Amendment 1808PC087:
Kevin A. Mitchell, agent for PCP Investors, LLC, property owner, requests to rezone the 4.93-acre tax parcel 0810K-01-009.001 from I-2 (Heavy Industrial) to B-2 (General Business); located north of 34th Street, south of John Hill Boulevard, east of 25th Avenue, and west of Lowes Avenue, in Ward 3.

Resubdivision 1808PC089:
Leoncio Cortes, property owner, requests to divide the 38,595-square-foot tax parcel 0807P-01-001.000 into 2 parcels zoned R-3 (General residence); located north of Cruthirds Road, south of Lori Place, east of Trailwood Drive, and west of and adjacent to Three Rivers Road, in Ward 7.

Planning Commission Approval 1809PC095:

Naor and Shomo Hanmarl, agents for Jamie and Peter Morgan and Garnette and James Watzel, property owners, request approval for a moving company with onsite storage at 1608 26th Avenue on the tax parcel 0811F-04-063.000 zoned T6 (Urban Core); located north of 16th Street, south of 17th Street, east of and adjacent to 26th Avenue, and west of 25th Avenue, in Ward 3.

Resubdivision 1809PC097:
Mary P. Workman and Paul R. Workman, property owners, request to divide the existing parcel into two parcels on tax parcel 0707H-02-003.000 zoned R-1-15 (Single Family); located north of

STATE OF MISSISSIPPI COUNTY OF HARRISON

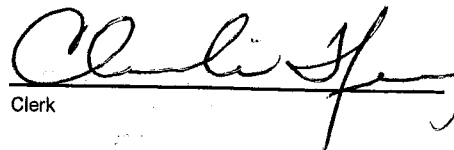
Before me, the undersigned Notary of Harrison County, Mississippi personally appeared CLAUDIA HENRY, who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a daily newspaper published in the city of Gulfport, in Harrison County, Mississippi and the publication of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

1 Insertion(s)

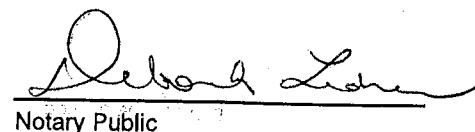
Published On:

September 12, 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
13th day of September 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.



DUCKWORTH Road, south of Anandale Circle, east of and adjacent to Old Hwy 49, and west of Hwy 49, in ward 7.
Zoning Map Amendment 1809PC098:
Anwar E. Haimarah and Francis Mpuwad, property owners, request to rezone the tax parcel 0808H-02-091.000 from R-1-10 (Single-family) to B-1 (Neighborhood Business); located north of Klein Road, south of Artes Street, east of Harmony Circle, and west of and adjacent to Three Rivers Road, in Ward 6.

Planning Commission Approval for Home Occupation 1809PC103:

Elsa and Thomas Robins, property owners, request for monument sales at 15053 Duckworth Road on the tax parcel 0807K-01-013.000, zoned R-1-15 (Single-family); located north of O'Neal Road, south of and adjacent to Duckworth Road, east of and adjacent to Twin Drive, and west of Tara Hills Drive, in Ward 7.

Resubdivision 1809PC104:

Frank Bordeaux and Bayou Bluff Tennis Club, property owners, request to divide tax parcels 0909P-01-054.000, 0909P-01-053.000, and 0910A-01-004.000 into 3 parcels zoned R-1-7.5 (Single-family); located north of Bayou Place, south of and adjacent to Bluff Lane, east of and adjacent to Bernard Bayou, and west of and adjacent to W Taylor Road, in Ward 4.

Planning Commission Approval for Home Occupation 1809PC105:

Addam and Meghan Lynch, property owners, request a photography business use at 15277 Saint Charles Street on the tax parcel 0808E-03-001.000 zoned R-1-10 (Single-family); located north of Royal Street, south of and adjacent to St. Charles Street, east of Mobile Avenue, and west of Depew Road, in Ward 7.

This the 4th day of September 2018:

Keith Williams, Chairman
City of Gulfport Planning Commission
Publish 9/12, -3838908

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: October 4, 2018

Re: Resubdivision 1809PC104: Frank Bordeaux and Bayou Bluff Tennis Club, property owners, request to divide tax parcels 0909P-01-054.000, 0909P-01-053.000, and 0910A-01-004.000 into 3 parcels zoned R-1-7.5 (Single-family): located north of Bayou Place, south of and adjacent to Bluff Lane, east of and adjacent to Bernard Bayou, and west of and adjacent to W Taylor Road, in Ward 4.

Planning Commission recommendation: To approve applicant request.

Motion: Mr. Hensarling

Second: Mr. Jones

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

Action: Motion was carried unanimously

Speaking for the Petition:

1. Walt Pannell
2. Frank Bourdeaux

Speaking against the Petition: None

On September 27, 2018 the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for October 16, 2018.

Technical Report

Resubdivision

GENERAL INFORMATION

Case File Number: 1809PC104

Hearing Date: September 27, 2018

Current Zoning/Use: R-1-7.5 / Single-family Homes and Tennis Court

Legal: Frank Bordeaux and Bayou Bluff Tennis Club, property owners, request to divide tax parcels 0909P-01-054.000, 0909P-01-053.000, and 0910A-01-004.000 into 3 parcels zoned R-1-7.5 (Single-family): located north of Bayou Place, south of and adjacent to Bluff Lane, east of and adjacent to Bernard Bayou, and west of and adjacent to W Taylor Road, in Ward 4.

TECHNICAL DETAILS

As proposed, the applicants request to divide tax parcels containing 8.25 acres into three parcels. The purpose for the subdivision is to allow Lot 1 and Lot A access to Bernard Bayou. A covenant statement, as provided by the applicant, states that this change would not be in conflict with any covenants.

The Gulfport Subdivision Regulations require that:

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

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

Any approval should consider these conditions:

1. Must meet all current Building Code and City of Gulfport Ordinances.

DEPARTMENTAL CONDITIONS

Engineering: No conditions. Memo dated 9/13/18.

Public Works: No conditions. Memo dated 9/13/18.

Traffic and Safety: No conditions. Memo dated 9/13/18.

Technical Report

Resubdivision

Building Code Services: Must meet all current Building Codes and City of Gulfport Ordinances. Memo dated 9/10/18.

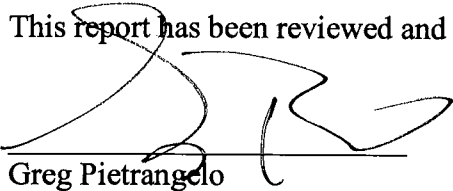
GIS: No conditions. Memo dated 9/13/18.

Police Department: No conditions. Memo dated 9/6/18.

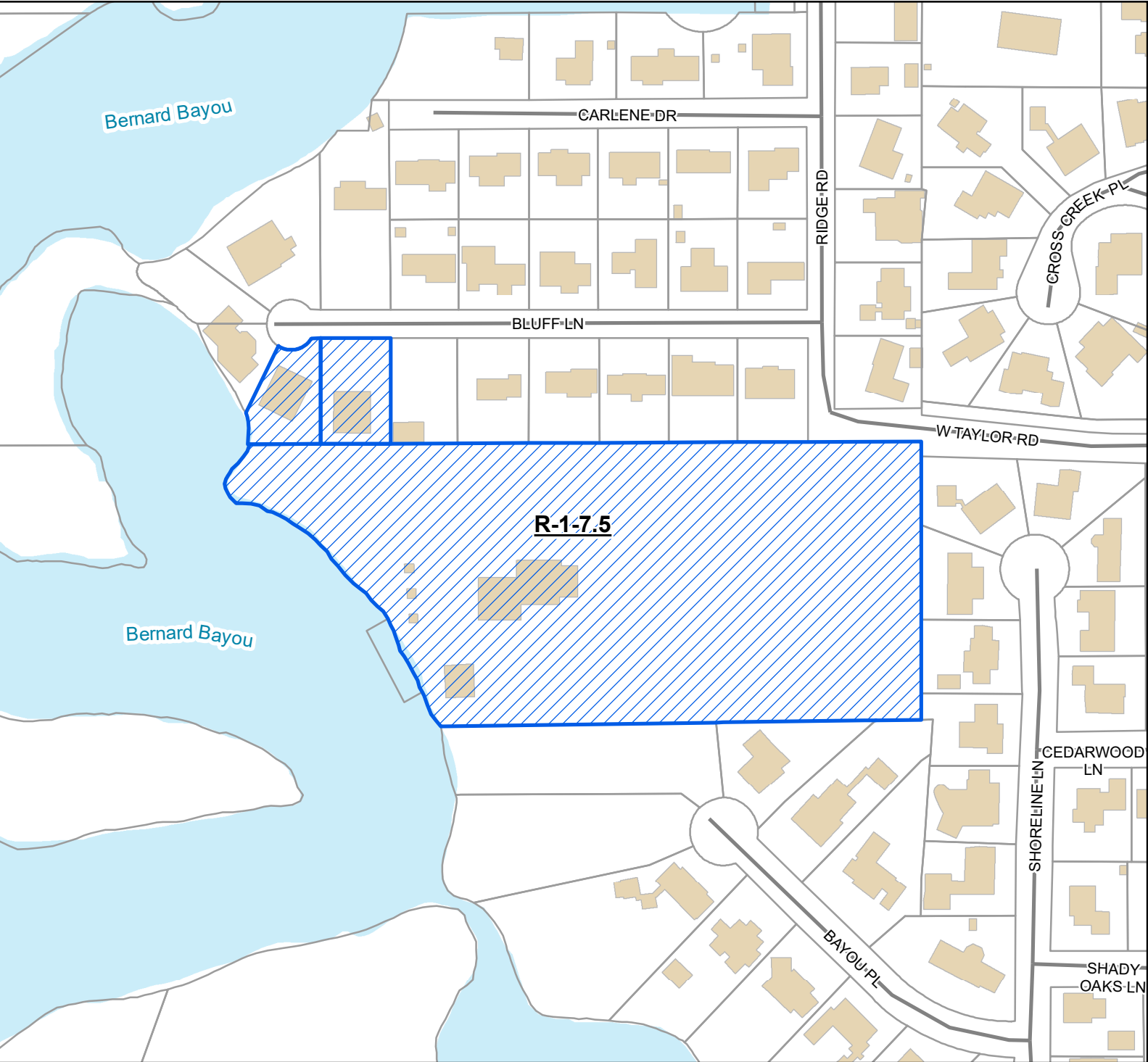
Fire Department: No comments as of 9/19/18.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



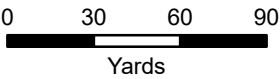
Greg Pietrangelo
Director of Urban Development Department



Legend

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

Site Information
0909P-01-054.000
0909P-01-053.000
0910A-01-004.000
Zoning: R-1-7.5 (Single-family)
Size: 8.25 acres
Flood: AE, VE, 0.2%



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.

190.00



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

For Staff Use Only

APPLICATION FOR RESUBDIVISION

Property Information

TAX PARCEL #

0	9	0	9	P	-	0	1	-	0	5	4	●	0	0	0
0	9	0	9	P	-	0	1	-	0	5	3	●	0	0	0
0	9	1	0	A	-	0	1	-	0	0	4	●	0	0	0

(If necessary, use separate sheet of paper)

Case File #: 1809PC104
Date Received: 7 Aug 2018
Receipt #: 9121685
Received By: ES
Zoning: H-1-7.5
Ward: 4 Flood: A2, V4, 0.2%
Size: 8.25 acres

Address of Property Involved: # 11625 BLUFF LN, # 11633 BLUFF LN, # 11553 W TAYLOR RD
Lot(s) 1, "A", Block(s) -, Subdivision BAYOU BERNARD VISTA, "A" BAYOU BERNARD
General Location: BLUFF LN, GULFPORT, MS 39503 SECTION 24-8S-8W +
SECTION 25-8S-8W

GENERAL DESCRIPTION OF REQUEST:

TAKE A PIECE FROM PARCEL 0910A-01-004.000 AND ADD TO LOTS 1
AND "A" TO CREATE PARCELS A, B, AND C

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

FRANK BORDEAUX
Printed Name Of Owner
11633 BLUFF LN
Mailing Address
GULFPORT MS 39503
City State Zip code
(228) 223-2223
Home Phone Work/Cell Phone
FRANK.BORDEAUX@BXS1.COM
Email
[Signature]
Signature Of Owner

Printed Name Of Agent
Mailing Address
City State Zip code
Home Phone Work/Cell Phone
Email
Signature Of Agent

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



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

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

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

NAME OF OWNER (PRINT) WALT PANNELL, PRESIDENT BAYOU BLUFF TENNIS CLUB

ADDRESS (STREET, CITY, STATE, ZIP CODE) 11553 W Taylor Road Gulfport, MS 39503

PHONE # (H) 228-896-9166 (W) _____

TAX PARCEL NUMBER(S) OWNED 0910A-01-004.000

SIGNATURE: Walt Pannell, PRESIDENT BAYOU BLUFF TENNIS CLUB

NAME OF OWNER (PRINT) _____

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

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

NAME OF OWNER (PRINT) _____

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

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

(Use additional forms as needed)

IN CASES OF MULTIPLE APPLICANTS, PLEASE IDENTIFY THE PERSON WHO WILL BE ACTING AS YOUR SPOKES PERSON/AGENT FOR YOU: _____

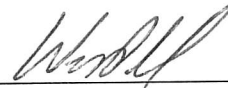
State of Mississippi
County of Harrison
First Judicial District

AFFIDAVIT

Personally appeared before me the undersigned in and the aforesaid jurisdiction,
The within named Walt Pannell, who after being by me duly sworn, stated under oath the
following is true and correct according to his personal knowledge:

1. My name is Walt Pannell.
2. I serve as the Board President for Bayou Bluff Tennis Club, Inc.
3. To my knowledge, there are no restrictive or protective covenants prohibiting the re-subdivision of this property.

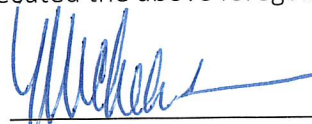
WITNESS THE EXECUTION OF THIS INSTRUMENT, EFFECTIVE THE 24 DAY OF
August, 2018.



Walt Pannell

State of Mississippi
County of Harrison

Personally appeared before me, the undersigned in and for the said county
And state, on this the 24th day of August, 2018, within my jurisdiction, the within
named Walt Pannell, who acknowledged that he executed the above foregoing
instrument.



NOTARY PUBLIC



RESUBDIVISION OF PARCELS
0909P-01-053.000,
0909P-01-054.000 &
0910A-01-004.000 INTO
PARCELS A, B & C
SHEET 1 OF 4



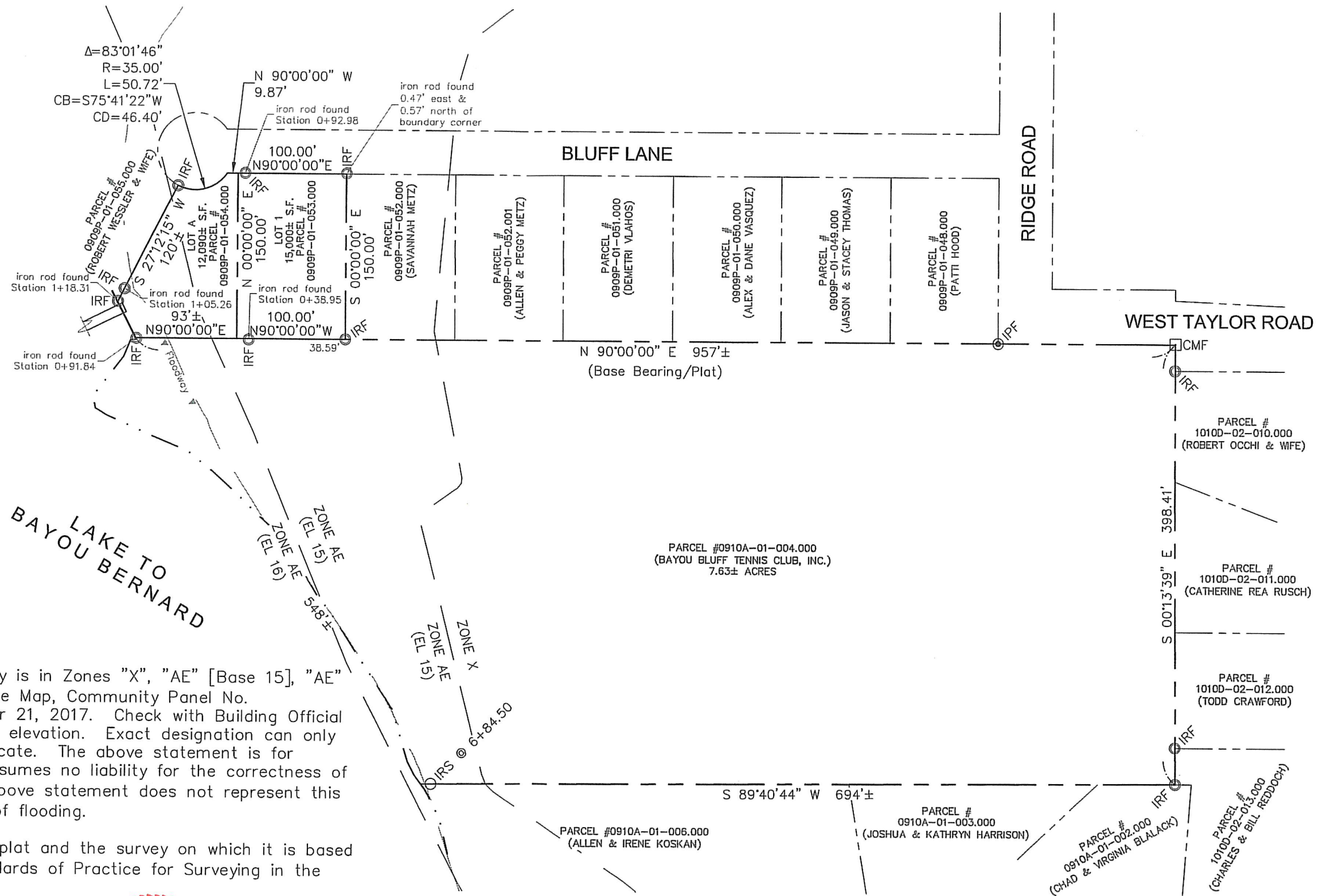
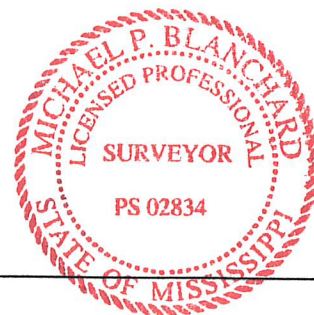
- ⊙ IPF = IRON PIPE FOUND
- ⊙ IRF = IRON ROD FOUND
- IRS = IRON ROD SET

By Graphic Plotting only, this property is in Zones "X", "AE" [Base 15], "AE" [Base 16] of the Flood Insurance Rate Map, Community Panel No. 28047C0266G, revision date December 21, 2017. Check with Building Official for community determined base flood elevation. Exact designation can only be determined by an Elevation Certificate. The above statement is for information only and this surveyor assumes no liability for the correctness of the cited map(s). In addition, the above statement does not represent this surveyor's opinion of the probability of flooding.

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

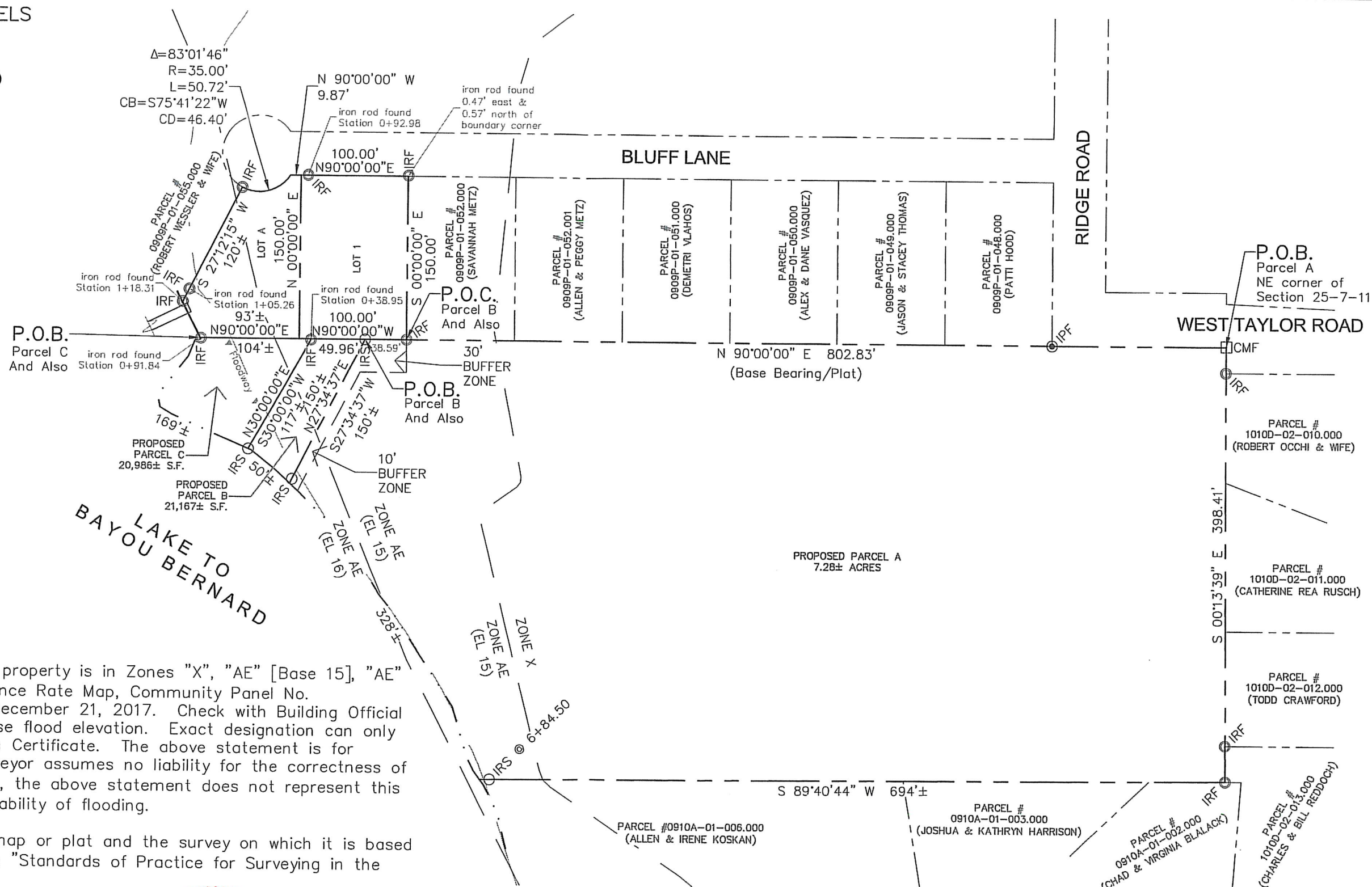
Michael P. Blanchard, PS #2834
Dated: August 6, 2018

MISSISSIPPI CLASS "B" SURVEY



PREPARED BY:
CASSADY-ACADIA
LAND SURVEYING, LLC Since 1947
Surveys@Cassady-Acadia.com
1714 22nd Avenue - Gulfport, MS 39505
(228)896-7155 Fax (228)896-8405

Scale: 1" = 100' Drawn By: JET Job Number: 18-02-437
Date: 08/06/2018 Revised: /-/-/-/- Filename: 18-02-437.dwg



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

A circular red seal for Michael P. Blanchard, a Licensed Professional Surveyor in the State of Mississippi. The seal features a rope-like border. The text "MICHAEL P. BLANCHARD" is at the top, "LICENSED PROFESSIONAL" is on the left, "SURVEYOR" is on the right, and "STATE OF MISSISSIPPI" is at the bottom. The license number "PS 02834" is in the center.

PREPARED BY:

 **CASSADY-ACADIA**
LAND SURVEYING, LLC *Since 1947*
Surveys@Cassady-Acadia.com
1714 22nd Avenue — Gulfport, MS 39505
(228)896-7155 Fax (228)896-8405

Scale: 1" = 100'	Drawn By: JET	Job Number: 18-02-437
Date: 08/06/2018	Revised: --/--	Filename: 18-02-437.dwg

RESUBDIVISION OF PARCELS 0909P-01-053.000,
0909P-01-054.000 & 0910A-01-004.000
INTO PARCELS A, B & C
SHEET 3 OF 4

CERTIFICATE OF RESUBDIVISION

In accordance with Section 9-48 of the Code of Ordinance (Subdivision Regulations) of the City of Gulfport as amended, it is hereby certified that the Gulfport City Planning Commission Chairman and Gulfport City Council have reviewed and approved this Final Plat for the Resubdivision of "PARCEL 0909P-01-053.000", "PARCEL 0909P-01-054.000" and "PARCEL 0910A-01-004.000" in Section 25, Township 7 South, Range 11 West into Parcel "A", Parcel "B" and Parcel "C". The subject property is generally described as being located south of Bluff Lane and west of Ridge Road and West Taylor Road. The ad valorem tax parcel numbers of the subject property are 0909P-01-053.000 (Instrument No. 2016-1804-D-J1), 0909P-01-054.000 (Instrument No. 2011-8363-D-J1), and 0910A-01-004.000 (Deed Book 839, Page 384). The Case File Number is _____.

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

PROPERTY OF FRANK W. BORDEAUX:
PARCEL NO. 0909P-01-053.000
(Instrument No. 2016-1804-D-J1)

Lot 1, BAYOU BERNARD VISTA, 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 21 at Page 38 thereof.

PROPERTY OF FRANK W. BORDEAUX:
PARCEL NO. 0909P-01-054.000
(Instrument No. 2011-8363-D-J1)

Lot A, Subdivision of Lot A, Bayou Bernard Vista, 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 22 at Page 30.

PROPERTY OF BAYOU BLUFF TENNIS CLUB INC.:
PARCEL NO. 0910A-01-004.000
(Deed Book 839, Page 384)

That certain parcel of property located in the Northeast 1/4 of the Northeast 1/4 of, Section 25, Township 7 South, Range 11 West, First Judicial District, Harrison County, Mississippi and being more particularly described as follows, to-wit:

Begin at the Northeast corner of said Section 25 and run South along the East line of said Section 25, 400.0 feet to a point; thence run West and parallel to the North line of said Section 25 697.2 feet to the West line of Bayou Bernard; run thence Northwesterly along the waters edge of Bayou Bernard 479.5 feet to a point 961.6 feet West of the Point of Beginning; thence East along the North line of said Section, 961.6 feet to the Point of Beginning. Said property contains 7.6 acres, more or less.

LEGAL DESCRIPTIONS OF THE (3) PARCELS CREATED BY THIS RESUBDIVISION:

LEGAL DESCRIPTION OF PARCEL A: AS PER SURVEY

A parcel of land situated and being located in the Northeast 1/4 of the Northeast 1/4 of Section 25, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

BEGINNING at a concrete monument located at the northeast corner of Section 25, Township 7 South, Range 11 West; thence run from said POINT OF BEGINNING South 00 degrees 13 minutes 39 seconds East along the west line of BAYOU OAKS SUBDIVISION, Unit 2 (Plat Book 33, Page 4), a distance of 398.41 feet to an iron rod found; thence run South 89 degrees 40 minutes 44 seconds West along the north line of BAYOU OAKS SUBDIVISION, Unit 1 (Plat Book 32, Page 35), a distance of 694 feet, more or less, to the east bank of Bayou Bernard; thence run generally Northwesterly along the east bank of Bayou Bernard a distance of 328 feet, more or less, to a point; thence run North 27 degrees 34 minutes 37 seconds East a distance of 150 feet, more or less, to an iron rod set on the south line of Lot 1, BAYOU BERNARD VISTA (Plat Book 21, Page 38); thence run North 90 degrees 00 minutes 00 seconds East along the south line of BAYOU BERNARD VISTA and the south line of West Taylor Road and the north line of said Section 25 a distance of 802.83 feet to the POINT OF BEGINNING. Said parcel contains 7.28 acres, more or less.

DESCRIPTION OF PARCEL B: AS PER SURVEY

Lot 1, BAYOU BERNARD VISTA (Plat Book 21, Page 38), City of Gulfport, First Judicial District of Harrison County, Mississippi.

AND ALSO

A parcel of land situated and being located in the Northeast 1/4 of the Northeast 1/4 of Section 25, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at an iron rod found at the southeast corner of said Lot 1, BAYOU BERNARD VISTA (Plat Book 21, Page 38); thence run North 90 degrees 00 minutes 00 seconds West along the south line of said Lot 1 a distance of 30.00 feet to an iron rod set at the POINT OF BEGINNING; thence run from said POINT OF BEGINNING South 27 degrees 34 minutes 37 seconds West a distance of 150 feet, more or less, to the east bank of Bayou Bernard; thence run generally Northwesterly along the east bank of Bayou Bernard a distance of 50 feet, more or less, to an iron rod set; thence run North 30 degrees 00 minutes 00 seconds East a distance of 117 feet, more or less, to an iron rod found on the south line of said Lot 1; thence run South 90 degrees 00 minutes 00 seconds East along the south line of said Lot 1, a distance of 49.96 feet to the POINT OF BEGINNING. Said parcel contains 21,267 square feet, more or less.

DESCRIPTION OF PARCEL C: AS PER SURVEY

Lot A, SUBDIVISION OF LOT A BAYOU BERNARD VISTA (Plat Book 22, Page 30), City of Gulfport, First Judicial District of Harrison County, Mississippi.

AND ALSO

A parcel of land situated and being located in the Northeast 1/4 of the Northeast 1/4 of Section 25, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

BEGINNING at an iron rod found at the southwest corner of said Lot A, SUBDIVISION OF LOT A BAYOU BERNARD VISTA (Plat Book 22, Page 30); thence run North 90 degrees 00 minutes 00 seconds East along the south line of said Lot A and the south line of Lot 1, BAYOU BERNARD VISTA (Plat Book 21, Page 38) a distance of 104 feet more or less, to an iron rod found on the south line of said Lot 1; thence run South 30 degrees 00 minutes 00 seconds West a distance of 117 feet, more or less, to the east bank of Bayou Bernard; thence run generally Northwesterly and Northeasterly along the east bank of Bayou Bernard a distance of 169 feet, more or less, to the POINT OF BEGINNING. Said parcel contains 20,986 square feet, more or less.

PREPARED BY:

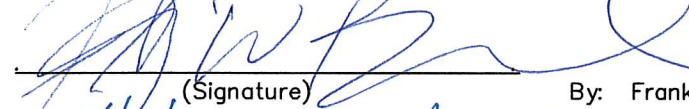
 **CASSADY-ACADIA**
LAND SURVEYING, LLC Since 1947
Surveyor@Cassady-Acadia.com
1714 22nd Avenue - Gulfport, MS 39505
(228)896-1155 Fax (228)896-8405

Scale: N. T. S.	Drawn By: JET	Job Number: 18-02-431
Date: 08/06/2018	Revised: --/--/--	Plat Number: 18-02-431.dwg

RESUBDIVISION OF PARCELS 0909P-01-053.000,
0909P-01-054.000 & 0910A-01-004.000
INTO PARCELS A, B & C
SHEET 4 OF 4

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

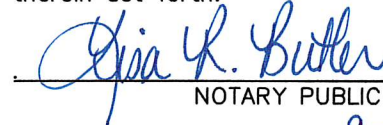
Ratified and Approved by:


(Signature) By: Frank W. Bordeaux, Owner

This 8/7/18 day of August, 2018.

ACKNOWLEDGE

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


NOTARY PUBLIC

My Commission Expires: 8-2-21

Ratified and Approved by:


(Signature) By: Walt Pannell, President
Bayou Bluff Tennis Club

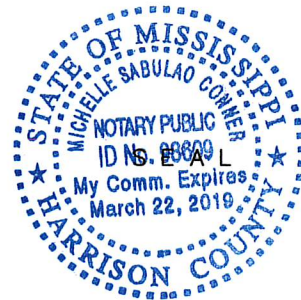
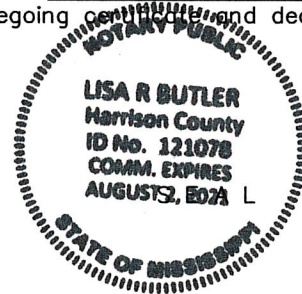
This 7th day of August, 2018.

ACKNOWLEDGE

Before me, the undersigned, personally appeared the aforementioned Walt Pannell, who acknowledged that he is the president of Bayou Bluff Tennis Club and he accepted this plat and executed the foregoing certificate and dedication for the purpose therein set forth.


NOTARY PUBLIC

My Commission Expires: March 22, 2019



PLANNING COMMISSION

Submitted to and approved by the Gulfport City Planning Commission on the _____ day of _____, 2018.

Gulfport City Planning Commission Planning Division Administrator

APPROVAL

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

BILLY HEWES, MAYOR

PREPARED BY:

 **CASSADY-ACADIA**
LAND SURVEYING, LLC Since 1947
Surveys@Cassady-Acadia.com
1714 22nd Avenue - Gulfport, MS 39505
(228)896-7155 Fax (228)896-8405

Scale: N. T. S.	Drawn By: JET	Job Number: 18-02-431
Date: 08/06/2018	Revised: --/--/--	Filename: 18-02-431.dwg

PPIN	Parcel ID	Name	Address	City	State	ZIP
		FRANK BORDEAUX (OWNER)	11633 BLUFF LN	GULFPORT	MS	39503
		Adjacent Property Owners				
43377	1010D-02-012.000	CRAWFORD TODD G	63 SHORELINE LANE	GULFPORT	MS	39503
43378	1010D-02-013.000	REDDOCH CHARLES L & BILL K	61 SHORELINE LN	GULFPORT	MS	39503
43322	0910A-01-001.000	FOSTER CALVIN E & CAROLYN L-TRUSTEE	2 BAYOU PL	GULFPORT	MS	39503
43212	0909P-01-038.000	DANE ROBERT SCHAEFFER	11622 BLUFF LANE	GULFPORT	MS	39503
43214	0909P-01-039.000	WHITE JAMES D & JEANIE B	11612 BLUFF LN	GULFPORT	MS	39501
43235	0909P-01-047.000	MCCLAMMY MARK K & ANGELA H	11544 W TAYLOR RD	GULFPORT	MS	39503
43228	0909P-01-049.000	THOMAS JASON L & STACEY M	11575 BLUFF LN	GULFPORT	MS	39503
43246	0909P-01-055.000	WESSLER ROBERT C & WF	11643 BLUFF LN	GULFPORT	MS	39503
43211	0909P-01-053.000	BORDEAUX FRANK W	11633 BLUFF LN	GULFPORT	MS	39503
34219	0909P-01-052.000	METZ SAVANNAH MARIE	11611 BLUFF LN	GULFPORT	MS	39503
118570	0909P-01-052.001	METZ ALLEN G JR & PEGGY ALESIA	11603 BLUFF LANE	GULFPORT	MS	39503
106745	1009M-03-011.056	APPEL EDGAR C & JULIE K	9105 CROSS CREEK PLACE	GULFPORT	MS	39503
43374	1010D-02-009.002	SCIPIONE KIM & NANCY W	1447 E PASS RD	GULFPORT	MS	39507
43320	0910A-01-003.000	HARRISON JOSHUA L & KATHRYN H	4 BAYOU PLACE	GULFPORT	MS	39503
43248	0909P-01-057.000	DANE LESLIE W	11638 BLUFF LN	GULFPORT	MS	39503
106686	1009M-03-011.059	BRIGHTON PLACE PROPERTY OWNERS ASSN	9101 CROSS CREEK PL	GULFPORT	MS	39503
58547	0910A-01-005.000	WESSLER ROBERT C & BARRI B	11643 BLUFF LANE	GULFPORT	MS	39507
43375	1010D-02-010.000	OCCHI ROBERT J & WF	67 SHORELINE LN	GULFPORT	MS	39503
43321	0910A-01-002.000	BLALACK CHAD W & VIRGINIA A	3 BAYOU PLACE	GULFPORT	MS	39503
43318	0910A-01-007.000	KOSKAN ALLEN & IRENE	19247 CHAMPION CIRCLE	GULFPORT	MS	39503
43247	0909P-01-056.000	WESSLER ROBERT C & WF	11643 BLUFF LN	GULFPORT	MS	39503
43236	0909P-01-046.000	BARNETT MARY BETH STEINER & JAMES C	9014 RIDGE RD	GULFPORT	MS	39503
106744	1009M-03-011.055	CLOYD HELEN M	9107 CREEK PL	GULFPORT	MS	39503
43221	0909P-01-051.000	VLAHOS DEMETRI N	11591 BLUFF LANE	GULFPORT	MS	39503
43379	1010D-02-014.000	SAWYER ROBERT & SUZIE	59 SHORELINE LN	GULFPORT	MS	39503
43376	1010D-02-011.000	RUSCH CATHERINE REA TRUSTEE	RUSCH FAMILY TRUST	GULFPORT	MS	39503
43245	0909P-01-054.000	BORDEAUX FRANK W	11633 BLUFF LN	GULFPORT	MS	39503
43225	0909P-01-050.000	VASQUEZ ALEX WADE & DANE MARGARET	11583 BLUFF LANE	GULFPORT	MS	39503
43231	0909P-01-048.000	HOOD PATTI	11563 BLUFF LN	GULFPORT	MS	39507
43218	0909P-01-040.000	DUNN TROY & LAURA	11604 BLUFF LANE	GULFPORT	MS	39503
58545	0910A-01-004.000	BAYOU BLUFF TENNIS CLUB INC	P O BOX 6205	GULFPORT	MS	39501



URBAN DEVELOPMENT
PLANNING DIVISION

September 7, 2018

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

Frank Bordeaux (Owner)
11633 Bluff Ln
Gulfport, MS 39503

Bayou Bluff Tennis Club (Owner)
11553 W Taylor Rd
Gulfport, MS 39503

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

RE: Resubdivision 1809PC104: Frank Bordeaux and Bayou Bluff Tennis Club, property owners, request to divide tax parcels 0909P-01-054.000, 0909P-01-053.000, and 0910A-01-004.000 into 3 parcels zoned R-1-7.5 (Single-family): located north of Bayou Place, south of and adjacent to Bluff Lane, east of and adjacent to Bernard Bayou, and west of and adjacent to W Taylor Road, in Ward 4.

To Whom It May Concern:

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

The City of Gulfport Planning Commission will hold a public hearing to consider the above request at 4:30 P.M. on **Thursday, September 27, 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)

SunHerald

AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification	PO	Amount	Cols	Depth
	0003838908	LEGAL NOTICE PUBLIC HEARING In conformar			1	12.30 In

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, September 27, 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 1808PC081:
Deborah G. Cothran, property owner, requests to divide the 3-acre tax parcel 1008E-01-007.001 into 2 parcels zoned R-1-15 (Single-family); located north of John Ross Road, south of and adjacent to Charlotte Road, east of Rebekah Drive, and west of and adjacent to Charlotte Drive, in Ward 6.

Resubdivision 1808PC082:
Jeanne R. Johnson, property owner, requests to divide the 26,362-square-foot tax parcel 07110-03-076.000 into 3 parcels zoned T3 (suburban zone); located north of and adjacent to Finley Street, south of Ford Street, east of Woodward Avenue, and west of and adjacent to Alston Avenue, in Ward 2.

Zoning Map Amendment 1808PC087:
Kevin A. Mitchell, agent for PCP Investors, LLC, property owner, requests to rezone the 4.93-acre tax parcel 0810K-01-009.001 from I-2 (Heavy Industrial) to B-2 (General Business); located north of 34th Street, south of John Hill Boulevard, east of 25th Avenue, and west of Lowes Avenue, in Ward 3.

Resubdivision 1808PC089:
Leoncio Cortes, property owner, requests to divide the 38,595-square-foot tax parcel 0807P-01-001.000 into 2 parcels zoned R-3 (General residence); located north of Cruthirds Road, south of Lori Place, east of Trailwood Drive, and west of and adjacent to Three Rivers Road, in Ward 7.

Planning Commission Approval 1809PC095:

Naor and Shomo Hanmarl, agents for Jamie and Peter Morgan and Garnette and James Watzel, property owners, request approval for a moving company with onsite storage at 1608 26th Avenue on the tax parcel 0811F-04-063.000 zoned T6 (Urban Core); located north of 16th Street, south of 17th Street, east of and adjacent to 26th Avenue, and west of 25th Avenue, in Ward 3.

Resubdivision 1809PC097:
Mary P. Workman and Paul R. Workman, property owners, request to divide the existing parcel into two parcels on tax parcel 0707H-02-003.000 zoned R-1-15 (Single Family); located north of

STATE OF MISSISSIPPI COUNTY OF HARRISON

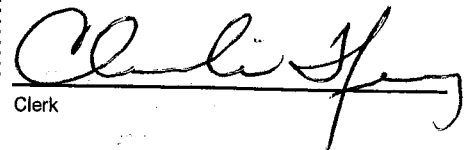
Before me, the undersigned Notary of Harrison County, Mississippi personally appeared CLAUDIA HENRY, who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a daily newspaper published in the city of Gulfport, in Harrison County, Mississippi and the publication of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

1 Insertion(s)

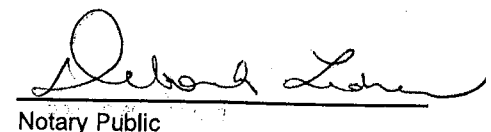
Published On:

September 12, 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
13th day of September 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.



DUCKWORTH Road, south of Anandale Circle, east of and adjacent to Old Hwy 49, and west of Hwy 49, in ward 7.
Zoning Map Amendment 1809PC098:
Anwar E. Haimarah and Francis Mpuwad, property owners, request to rezone the tax parcel 0808H-02-091.000 from R-1-10 (Single-family) to B-1 (Neighborhood Business); located north of Klein Road, south of Artes Street, east of Harmony Circle, and west of and adjacent to Three Rivers Road, in Ward 6.

Planning Commission Approval for Home Occupation 1809PC103:

Elsa and Thomas Robins, property owners, request for monument sales at 15053 Duckworth Road on the tax parcel 0807K-01-013.000, zoned R-1-15 (Single-family); located north of O'Neal Road, south of and adjacent to Duckworth Road, east of and adjacent to Twin Drive, and west of Tara Hills Drive, in Ward 7.

Resubdivision 1809PC104:

Frank Bordeaux and Bayou Bluff Tennis Club, property owners, request to divide tax parcels 0909P-01-054.000, 0909P-01-053.000, and 0910A-01-004.000 into 3 parcels zoned R-1-7.5 (Single-family); located north of Bayou Place, south of and adjacent to Bluff Lane, east of and adjacent to Bernard Bayou, and west of and adjacent to W Taylor Road, in Ward 4.

Planning Commission Approval for Home Occupation 1809PC105:

Addam and Meghan Lynch, property owners, request a photography business use at 15277 Saint Charles Street on the tax parcel 0808E-03-001.000 zoned R-1-10 (Single-family); located north of Royal Street, south of and adjacent to St. Charles Street, east of Mobile Avenue, and west of Depew Road, in Ward 7.

This the 4th day of September 2018:

Keith Williams, Chairman
City of Gulfport Planning Commission
Publish 9/12, -3838908

1. CITY OF GULFPORT PLANNING COMMISSION

2

3 1809PC104

4

5 TRANSCRIPT OF HEARING

6 September 27, 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 27TH DAY OF SEPTEMBER
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 BRADLEY ELLIOTT
21 DOUG HANCOCK
LANE HENSARLING

19

STAFF PRESENT:

20

21 GREG PIETRANGELO
GREG HOLMES
SU-LIN BOLIN

22 EMMA STRONG

23

24

25

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

1. 9. Resubdivision 1809PC104
2. MS. STRONG: Resubdivision 1809PC104 has been
3. duly and timely noticed as required by law. The applicant
4. requests to divide a tax parcel into three new parcels zoned
5. R-1-75 located north of Bayou Place, south of and adjacent
6. to Bluff Lane, east of and adjacent to Bernard Bayou, and
7. west of and adjacent to West Taylor Road, in Ward 4. A copy
8. of the packet considered is hereby offered to the record.
9. MR. WILLIAMS: Thank you.
10. Someone here to speak for the request?
11. MR. PINEL: Walt Pinel, I'm the current
12. president of Bayou Bluff Tennis Club.
13. As you can see, the parcel of land is a
14. pretty large parcel we have. What we applied is to
15. resubdivide a very small portion of the parcel. It is the
16. closest little piece down to the water. And we've owned the
17. club -- the club has owned the property for approximately 40
18. years. And this particular small portion of the property is
19. wetlands. It's extremely wet. And it is just a portion of

20. the property we've never found a use and never been able to
21. use for our purposes. And we just feel it's a better and
22. higher and better use for the proposed owners.
23. MR. WILLIAMS: All right.
24. Any questions of Mr. Pinel right now?
25. The piece that is actually being talked about

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

1. or subdivided almost gets lost in the big Parcel A.
But you
2. can see it right there on your survey where it says
lake to
3. Bayou Bernard. You see the arrow that's going in
there. It
4. says Parcel B. So that's the little bit right there
that's
5. behind the residences.
6. No questions?
7. All right. Thank you, sir.
8. Anyone else to speak for the request?
9. How are you, Mr. Bordeaux?
10. MR. BORDEAUX: Very good, thank you.
11. Frank Bordeaux, 11633 Bluff Lane. I'm the
12. one purchasing the property. That's the ()
property my
13. family has -- maintains and currently has a lease on
a
14. portion of that property right now. And so I'm just
here to
15. be on the record.
16. MR. WILLIAMS: Any questions for Mr.
17. Bordeaux?
18. Thank you, sir. Appreciate it.
19. Anyone else to speak for the request?
20. Anyone here to speak against the request?
21. Commissioners, you've heard the case. Any

22. questions or comments? Or a motion, please.

23. MR. HENSARLING: I make a motion to approve

24. Resubdivision 1809PC104.

25. MR. WILLIAMS: Do I have a second?

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

1. MR. JONES: Second.
2. MR. WILLIAMS: Got a motion and a second to
3. approve the resubdivision on this case. Any further
4. discussion? If not, all those in favor signify by
saying
5. aye. Any opposed? It's been approved Thank y'all.

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

1. BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2

3 1809PC104

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 4

pages

12 constitute a true and correct transcription of said

hearing

13 held on the 27th day of September 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 1st day of

October

20 2018.

21

22

23

#1297

24

NORMA JEAN LADNER SOROE, CSR

Certified Shorthand Reporter

25

N.J. SOROE, CSR #1297

(228) 467-2199

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: October 16, 2018

Re: Ordinance - rezone from R-1-15 (Single-family) and B-4 (Highway Business) to entirely B-4: located north of Landon Road, south of Anastasia Boulevard, east of 34th Avenue, and west of and adjacent to Coleman Road - Case # 1802PC022 - Ward 7.

Robert Heinrich of Heinrich & Associates LLC, agent for Harrison County School District, property owner, requests to rezone the tax parcel 0809D-03-009.000 containing approx. 2.70 acres from R-1-15 (Single-family) and B-4 (Highway Business) to entirely B-4: located north of Landon Road, south of Anastasia Boulevard, east of 34th Avenue, and west of and adjacent to Coleman Road, in Ward 7.

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: October 9, 2018

Re: **Zoning Map Amendment 1802PC022:**

Robert Heinrich of Heinrich & Associates LLC, agent for Harrison County School District, property owner, requests to rezone the tax parcel 0809D-03-009.000 containing approx. 2.70 acres from R-1-15 (Single-family) and B-4 (Highway Business) to entirely B-4: located north of Landon Road, south of Anastasia Boulevard, east of 34th Avenue, and west of and adjacent to Coleman Road, in Ward 7.

Planning Commission recommendation: To Approve

Motion: Mr. Sellers

Second: Mr. Hewes

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

Action: Motion carried unanimously

Speaking for the Petition: Greg Holmes

Speaking against the Petition: None

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

Please place the attached item on the Council agenda for October 16, 2018.

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 1802PC022

Hearing Date: February 22, 2018

Current Zoning/Use: R-1-15 and B-4 / Vacant property

Legal: Robert Heinrich of Heinrich & Associates LLC, agent for Harrison County School District, property owner, requests to rezone the tax parcel 0809D-03-009.000 containing approx. 2.70 acres from R-1-15 (Single-family) and B-4 (Highway Business) to entirely B-4: located north of Landon Road, south of Anastasia Boulevard, east of 34th Avenue, and west of and adjacent to Coleman Road, in Ward 7.

TECHNICAL DETAILS

Amendment of the Zoning Ordinance, including the zoning map, is intended to carry out the objective of a sound, stable, and desirable environment. Casual amendment of the ordinance would be detrimental to the achievement of that objective. Therefore, the ordinance dictates that a property should be considered for rezoning only when one or more of the following conditions prevail:

- (a) *Error*. There is a manifest error in the article.
- (b) *Change in conditions*. Changed or changing conditions in a particular area or in the city or metropolitan area generally make a change in the regulations necessary and desirable.
- (c) *Increase in need for sites*. Increased or increasing needs for business or industrial sites in addition to sites that are available make it necessary and desirable to reclassify an area or to extend the boundaries of an existing area.
- (d) *Annexation*. It is necessary and desirable to reclassify territory annexed to the city.
- (e) *Ordinance changes*. Amendment to the ordinance not involving a change in classification of land is necessary.
- (f) *Change in governmental property*. It is necessary to reclassify property as a result of acquisition or disposition of such property by the United States of America, the State of Mississippi, or Harrison County.

According to the City's Legal Department:

When requesting rezoning of real property, **an applicant must prove, by clear and convincing evidence**, one of the following:

1. That there was a mistake in the original zoning, or
2. That the character of the neighborhood has changed to such an extent as to justify reclassification, **and** that there was a public need for rezoning.

Technical Report

Zoning Map Amendment

The applicants request to rezone approximately 2.51 acres of vacant, mixed-zoned property from B-4 (Highway Business) and R-1-15 (Single Family Low Density) to entirely B-4. As presented, the applicant has not included information on any specific tenants; however, a development schedule is presented that purports that construction would be ready to begin as early as one month after City Council approval. This parcel is located within the City's utility service area, so it is assumed that there will be little issue tapping in to existing utility lines.

According to the City's 2000 Comprehensive Plan, commercial activity is shown to have been planned in the area. However, it is unclear if this particular property was classified for highway commercial use or if the nearby unincorporated residential development (see "County Zoning" map attached), was fully considered since most of the surrounding residential development was present in 2001, according to our aerial imagery records. This unincorporated area is in the City's planning area and thus is likely to be considered for annexation in the future.

Currently, the site is zoned approximately two-thirds (2/3) R-1-15 and one-third (1/3) B-4 (see "Analysis 1" map attached). The residential area of the section that is north and east of the parcel in question (see "Analysis 2" map attached) is undeveloped other than a lift station further north on Coleman Road as well as a private drive cutting through the parcel in question in two different locations. This private drive through the property is not paved and is seemingly the only access provided for the adjacent residential property, so this may affect the development planning process of this site as it may need to be relocated by the County, the School District, or the property owner. Also on the "Analysis 2" map, one can see that it is typical for areas of lesser commercial zoning districts—including B-2, R-B, and R-O—to be a buffer between B-4 districts and residential districts. Since this parcel is approximately 1,500 feet from Highway 49 and adjacent to unincorporated residential districts, a lesser commercial zoning of B-2 might be more appropriate.

Since this is part of 16th section property, as seen on "Analysis 2" map, guidelines from the Secretary of State's (SOS) office must be followed ("School Trust Lands Policies & Procedures Manual") in addition to the City's guidelines. It is assumed that the SOS has already been working with the applicant on this matter, and there seem to be no restrictions from the SOS preventing reclassification of this parcel. Policies from the SOS state that reclassification of 16th section land shall be to "the highest and best use of each parcel or tract" (Miss. Code Ann. Section 29-3-31).

District regulations that differ between B-2 and B-4 include height and setbacks. Maximum building or freestanding sign height is 35 feet in a B-2 district and 50 feet in a B-4 district. Minimum front yard building setback is 25 feet in a B-2 district and 50 feet in a B-4 district (see "Analysis 3" map attached), and a side yard setback of 25 feet is required when a B-4 district abuts a residential district, which this parcel does. Commercial development in both district types require a 15-foot landscaped buffer when abutting a residential district as well as a design review for the entire site and building layout, materials, etc.

There exist few differences in use restrictions between B-2 and B-4 due to an addition the Chart of Permitted Uses that permits uses allowed in a B-2 also in a B-4 as long as the district setbacks are used, though B-4 is intended for "high-intensity commercial activities requiring high visibility and accessibility in which all or some of the business is conducted outdoors" (Ord.

12.12

Technical Report

Zoning Map Amendment

App. A Sec. III (D)(4)). District B-4 allows only a handful of more uses than B-2, which are wholesale hardware store, fortune telling, and sales or servicing of heavy trucks and equipment.

The applicant mentions that they are planning to develop a commercial building around 50,000 square feet in area "along with the required parking of 35 +/- spaces." However, if this is for retail, service, or similar establishments, the minimum required parking spaces is 166 regular spaces and 6 ADA accessible spaces, according to the City's ordinances and building code. A site plan is proposed to be presented at the meeting, though this is certainly something that could be a concern since a building of this size would take up a considerable amount of the property (see "Analysis 3" map attached).

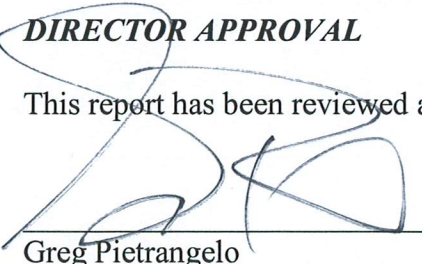
Without using the term "public need," the applicant provides arguments for the public need indirectly via the change in conditions creating an increased need for sites. In addition, since this is 16th section property, the applicant states that any commercial development here will "create an additional substantial tax base for the City, County and local Schools."

The applicant has chosen several justifications for change of the current zoning district, including: change in conditions, increase need for sites, and public interest.

- (a) Though the applicant cites that there is no error, this parcel is split-zoned as two different zoning districts, which typically means there has been some error in the past that must be corrected and is a plausible justification for rezoning a property.
- (b) Change in conditions is the principal justification for the request indicated by the applicant, which is also one of the justifications for reclassification required by the SOS. In the past few years, the Anchor Development project on Daniel Blvd has altered the surrounding area significantly, changing from undeveloped to commercial use, mostly restaurants and hotels.
- (c) Increased need for sites is addressed as a justification by the applicant. They indicate that the "major intersection around Highway 49 and Landon Rd. has had an increase of commercial development" and that this is a high growth area that has initiated "a City project to widen Landon Rd." Although this road-widening project is indeed in the planning process, there is no start date and thus is not likely to occur for a few years.
- (d) Annexation is not applicable to this site nor are any statements provided by the applicant. This area was annexed and subsequently zoned in 1994.
- (e) Ordinance changes are not applicable to this site nor are any statements provided by the applicant.
- (f) Change in government property is not applicable to this site nor are any statements provided by the applicant.

DIRECTOR APPROVAL

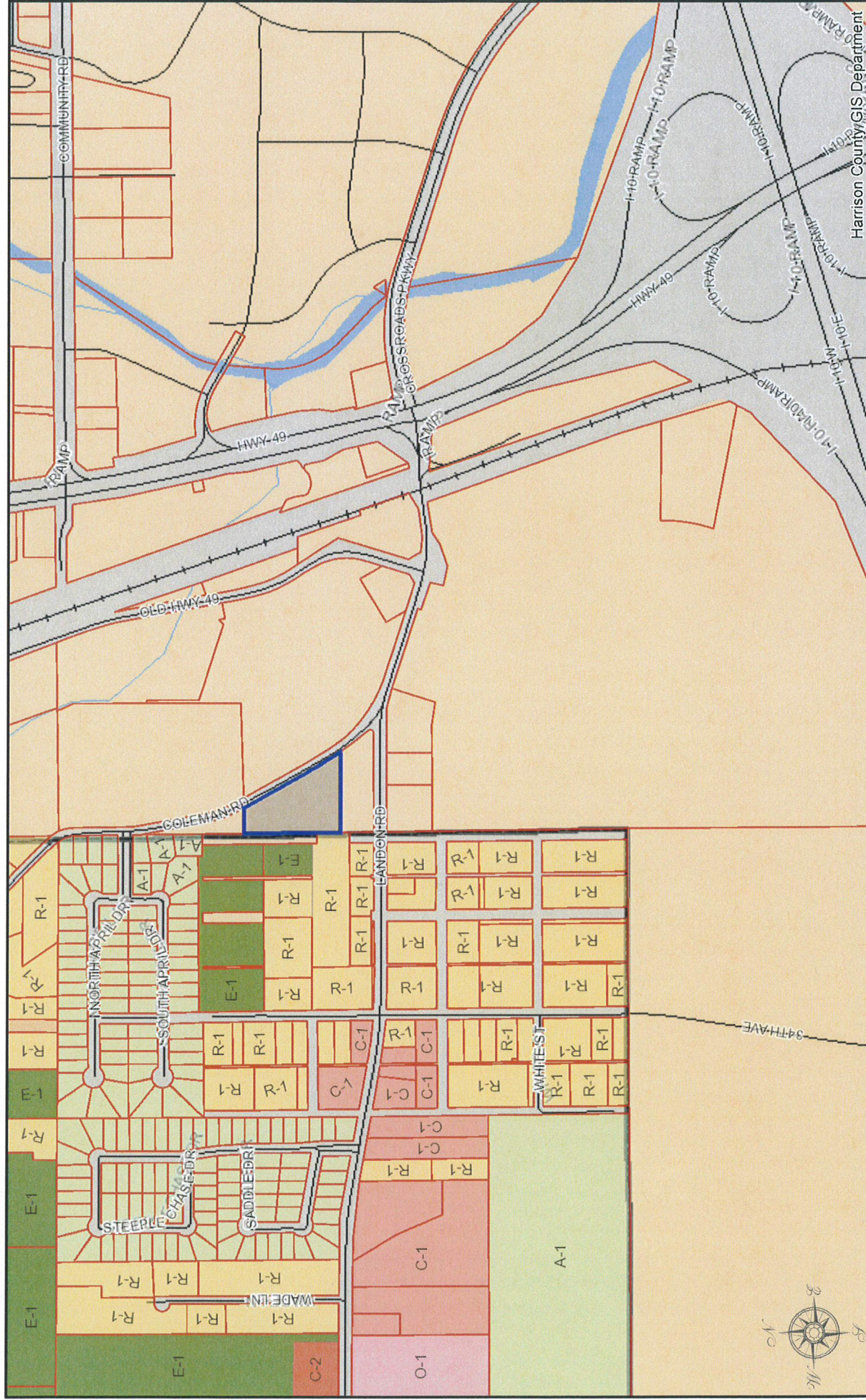
This report has been reviewed and approved by:



Greg Pietrangelo

Director of Urban Development Department

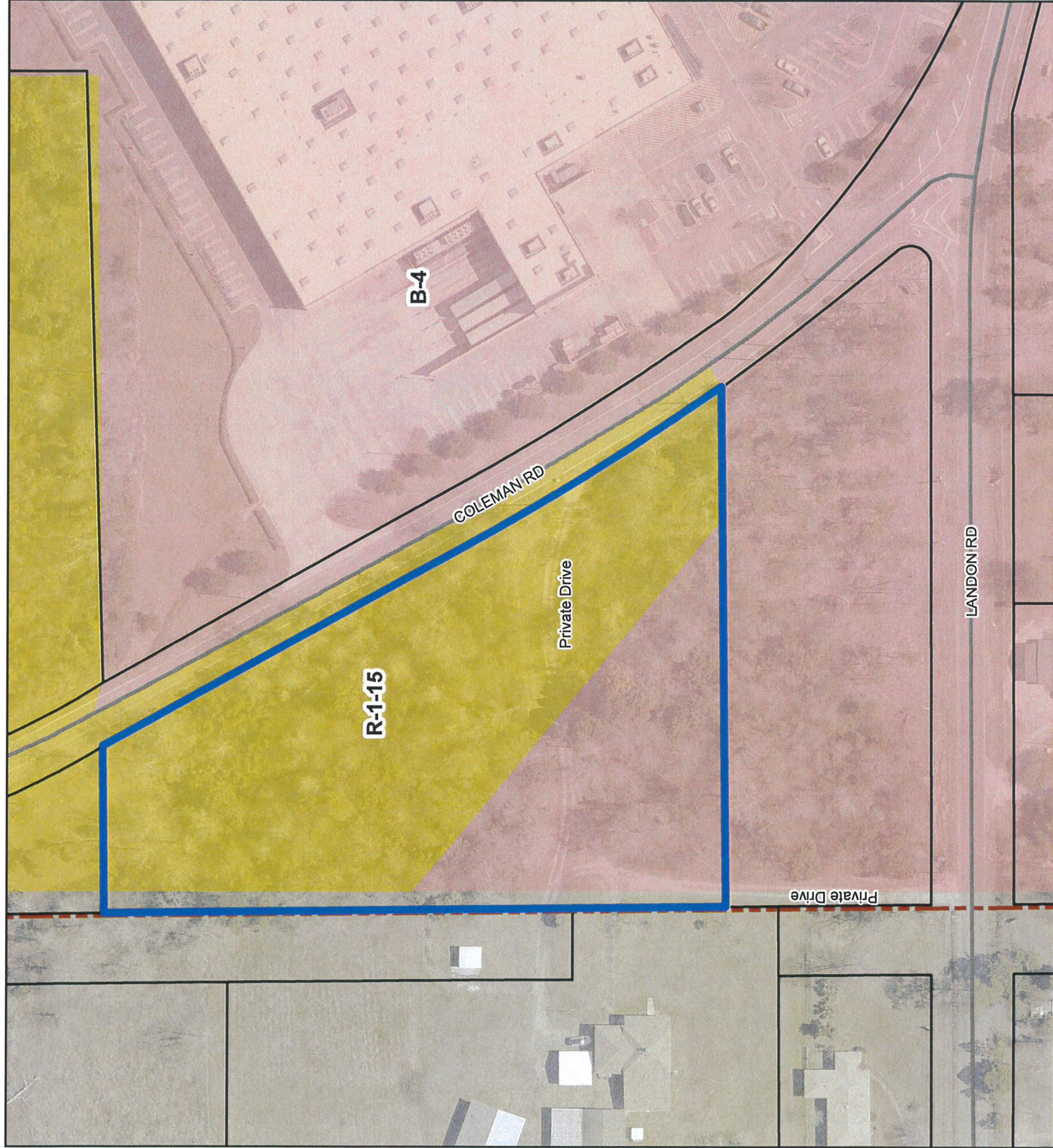
1802PC022 County Zoning



HARRISON COUNTY, MISSISSIPPI

DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP.

TAL FLURRY, TAX ASSESSOR.
MAP DATE: February 13, 2018



Legend

-  Site
-  B-4 - Highway Business
-  R-1-15 - Single Family (Low Density)
-  Street
-  Parcels
-  City Limit

Site Area Information

R-1-15 = 1.75 +/- acres
B-4 = 0.76 +/- acres
Total Area = 2.51 +/- acres



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.

Site

- | | |
|---|--|
|  | Sixteenth Section Property |
|  | B-2 - General Business |
|  | B-4 - Highway Business |
|  | I-2 - Heavy Industry District |
|  | R-1-10 - Single Family (Low Density) |
|  | R-1-15 - Single Family (Low Density) |
|  | R-1-5 - Single Family (Medium Density) |
|  | R-3 - General Residence (High Density) |
|  | R-4 - General Residence (High Density) |
|  | R-O - Residence-Office |
|  | R-B - Residence-Business |
|  | Interstate Highway |
|  | US or State Highway |
|  | Street |
|  | Railroad |
|  | Parcels |
|  | Water Features |
|  | City Limit |

- Majority of this 16th Section is zoned B-4
- The R-1-15 area to the North is undeveloped
- Zones B-2, R-B, R-O typically used as a buffer between B-4 and Residential

DATA DISCLAIMER: All information that is provided on this map is believed to be correct. However, no liability is assumed by the City of Guilford for errors in substance or form of any of the materials published on this map. The GIS Division, City of Guilford, 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.

Analysis 3

Legend

-  Site
-  50,000 sf Building
-  Setback for B-2
-  Setback for B-4
-  Landscape Buffer
-  Street
-  Parcels
-  City Limit

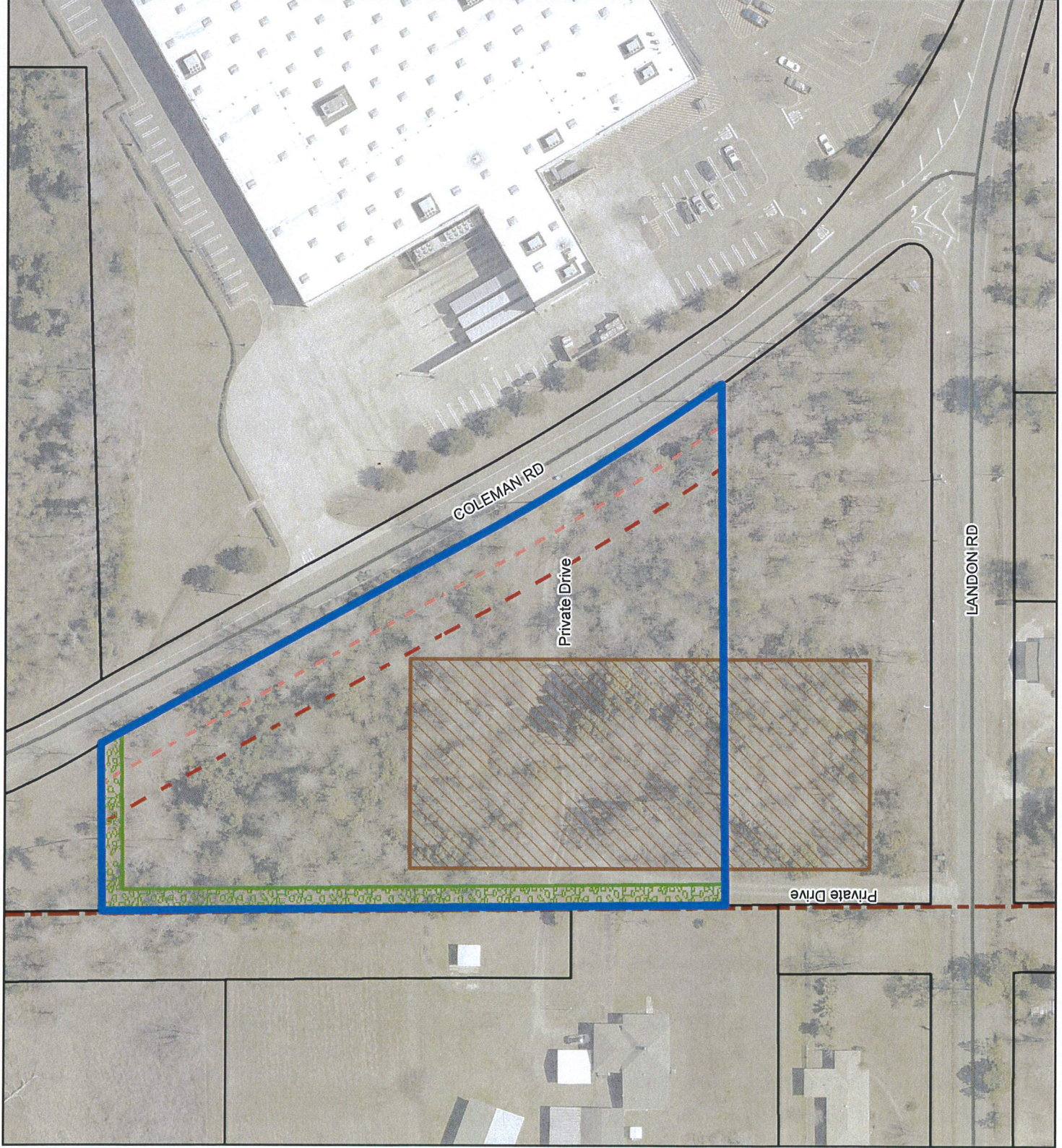
Site Information

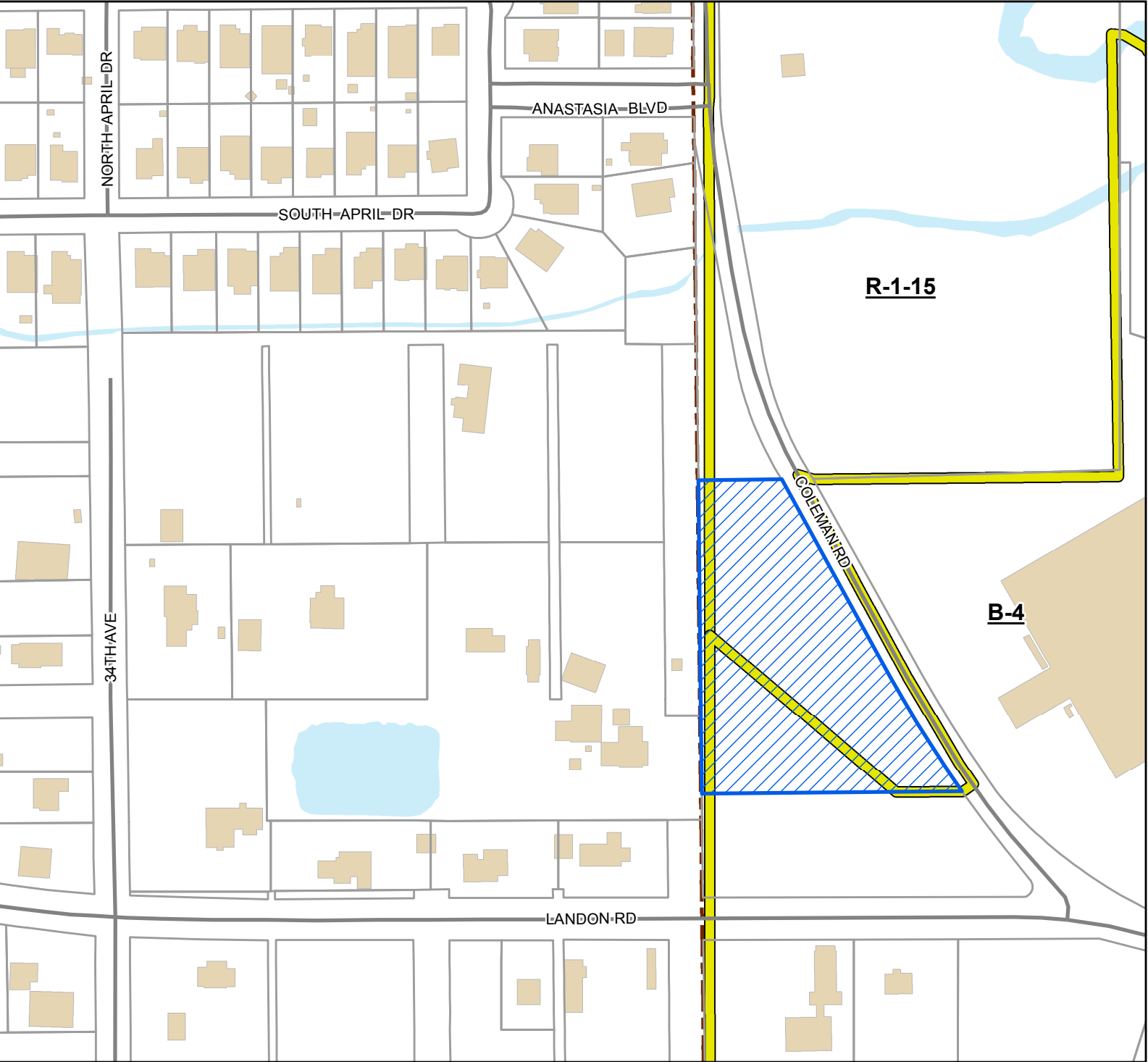
- Bordered by Residential districts on North and West, Requires 15 ft landscaped buffer
- 25 ft setback required if B-2
- 50 ft setback required if B-4
- 50,000 sf building proposed for unknown use at this time
- Applicant plans to combine case parcel with south adjacent parcel

0 10 20 30
Yards
1 inch = 100 feet



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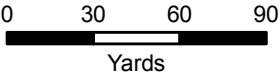


Legend

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

Site Information

0809D-03-009.000
Zoning: R-1-15 (Single-family residential) and B-4 (Highway business)
Size: 2.51 acres
Flood: AE, X, 0.2% Annual Chance



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.

\$175.00



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

For Staff Use Only

Case File #: 1802 PC 022Date Received: 1-5-18

Receipt #: _____

Received By: _____

Zoning: _____

Ward: _____ Flood: _____

APPLICATION FOR ZONING MAP AMENDMENT/LAND USE RECLASSIFICATION (SMARTCODE)

Property Information

TAX PARCEL #

0	8	0	9	D	0	3	0	0	9	0	0	0

(If necessary, use separate sheet of paper)

Address of Property Involved: Coleman Road

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

General Location: North of Landon Rd; West of Coleman Rd; East of 34th Ave; South of Anastasia Blvd.

GENERAL DESCRIPTION OF REQUEST:

To rezone a partial of the property from R-1-15 to B-4 to coincide with the remaining property

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

Harrison Co. School District/ Roy Gill (Superintendent)

Printed Name Of Owner

11072 Highway 49

Mailing Address

Gulfport MS 39503

City State Zip code

228-539-6500

Home Phone Work/Cell Phone

rgill@harrison.k12.ms.us

Email

Roy Gill
Signature Of Owner

AGENT

Robert Heinrich w/ Heinrich & Associates, LLC

Printed Name Of Agent

370 Courthouse Road, Ste. 104

Mailing Address

Gulfport MS 39507

City State Zip code

228-896-6768

Home Phone Work/Cell Phone

bobby.h@heinrichassociates.net

Email

[Signature]
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 H. MUST BE SUBMITTED FOR A COMPLETE APPLICATION.

Harrison County School District
11072 Highway 49 - Gulfport, MS 39503

January 5, 2018

City of Gulfport Planning Department
1410 24th Avenue
Gulfport, MS 39501

RE: **Agent Letter for ReZone Application**
Tax Parcel #(s): 0809D-03-009.000
Gulfport, Mississippi

To Whom It May Concern:

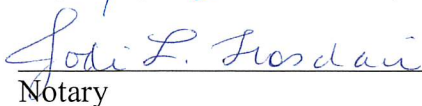
Please allow this letter to serve as official notice that **Robert Heinrich of Heinrich & Associates, LLC**, is authorized to act as agent on behalf of the Harrison County School District on any Planning Commission or City Council matters regarding above mentioned tax parcel.

If you have any questions, please call me at (228) 539-6500.

Sincerely,



Roy Gill for Harrison County School District.



Jodi L. Trosclair
Notary



My Commission Expires: 4/4/2019

SUPPLEMENTAL INFORMATION for RE-ZONING from R-1-15 TO B-4

**Located at the NW Intersection of Landon Rd. and Coleman Rd.
City of Gulfport, First Judicial District of Harrison County, Mississippi**

Tax Parcel No: 0809D-03-009.000

1. Interest:

The official name and address of the applicant for this application is as follows:

Harrison County School District
Mr. Roy Gill (Superintendent)
11072 Highway 49
Gulfport, MS 39503
(228) 539-6500

The official name and address of the applicant's agent for this application is as follows:

Robert Heinrich
Heinrich & Associates, LLC
370 Courthouse Rd., Ste 104
Gulfport, MS 39507
228-896-6768

The subject property is zoned R-1-15 per the Official Zoning Map of the City of Gulfport. It is generally located at the Northwest corner of Landon Rd. and Coleman Rd. The request involves the re-zoning the remainder of the subject parcel from R-1-15 to B-4, which will allow for a new commercial development that will allow a 50,000 +/- square foot building along with the required parking of 35 +/- spaces and meet the current landscaping requirement.

The building and infrastructure will meet current City of Gulfport 2012 IBC requirements. Primary access will be provided from Coleman Rd. a secondary access will be off of Landon Rd. The proposed project will generate additional tax base for the City of Gulfport, Harrison County and Harrison County Schools.

All infrastructure will be constructed in accordance with current Gulfport regulations.

Storm water detention will be designed and constructed to meet the current City of Gulfport 25yr storm requirement and will provide

enough area to detain the difference between the post-construction and pre-construction run-off created by this development.

There will also be a minimal increase in sewer flows and water usage. Existing utilities are adjacent to the site. There will be no adverse utility impacts on existing customers or adjoining properties.

There will be a considerable positive economic impact from the proposed project that will be \$ 2.16 million in value. The project will create an additional substantial tax base for the City, County and local Schools.

2. Change in Conditions:

The applicants are proposing to rezone a 2.5 +/- acre parcel of land that adjoins a 1.5 +/- acre parcel to the south. If approved, the property lines between the two parcels will be collapsed to create a 4.0 +/- acre parcel for a new commercial development with the required parking and landscaping. Along with the new surrounding commercial development within Anchor Development on Daniel Blvd., Sams, and Newk's, this property will blend into the surrounding area with easy access to Highway 49 and Landon Rd.

- a) The applicants are requesting the zoning map amendment due to the fact that the property is partially zoned B-4 already and the change in the conditions of the neighborhood due to Anchor Development.
- b) The applicant also feels that by not granting the zoning change he would be deprived of the benefits that the surrounding property owners are currently receiving.

3. Increase in Need for Sites:

This major intersection around Highway 49 and Landon Rd. has had an increase of commercial development due to Anchor Plaza and Crossroads Mall. This parcel is within a high growth area and has prompted a City project to widen Landon Rd. Due to these items, the increase for commercial sites is needed.

4. Development Schedule:

The proposed development schedule is to plan; design, construct and have completed in 9 to 12 months. The applicant proposes to begin within 1 month of City Council approval.

The above schedule is based on normal permitting procedures and reasonable weather conditions. The schedule could obviously be set back by delays due to adverse weather conditions.

5. Effects of Amendment:

There will be no effect granting this zoning change due to the fact that a third of the parcel is already zoned B-4.

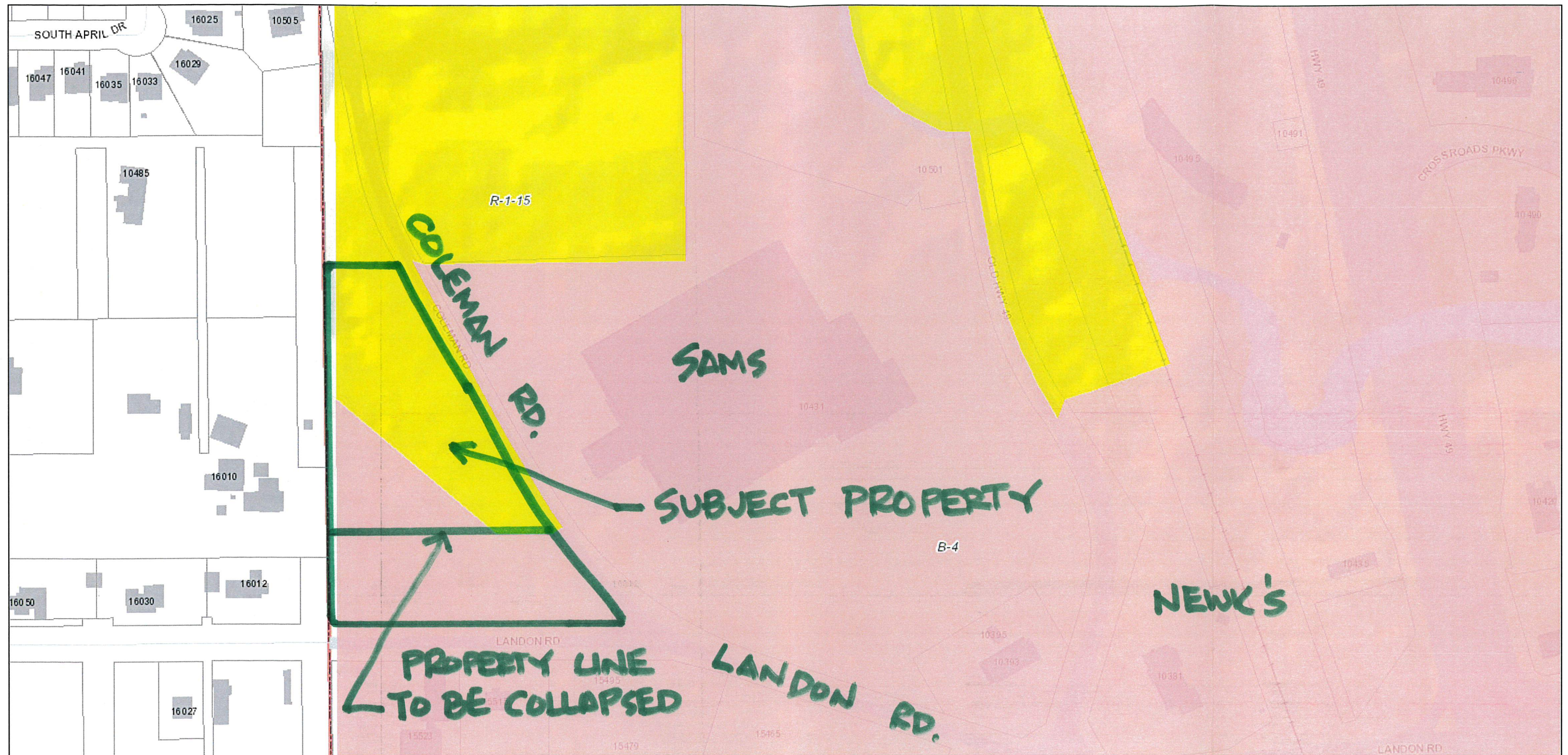
6. Error:

This request is not due to an error.

7. Site Plan:

A site plan will be presented at the City meetings.

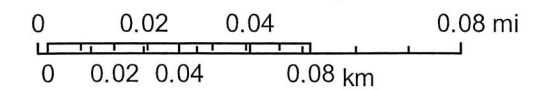
City of Gulfport



1/5/2018, 9:14:56 AM

-  Government Property
-  T4+  SD
- Smart Code Communities**
-  Florence Gardens
-  West Side
- Smart Code Zones**
-  T6
-  T5
-  T4L
-  T3
-  T2
-  T1
-  CS

1:2,257





URBAN DEVELOPMENT
PLANNING DIVISION

February 1, 2018

Harrison County School District (Owner)
11072 Hwy 49
Gulfport, MS 39503

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

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

RE: Zoning Map Amendment 1802PC022: Robert Heinrich of Heinrich & Associates LLC, agent for Harrison County School District, property owner, requests to rezone the tax parcel 0809D-03-009.000 containing approx. 2.70 acres from R-1-15 (Single-family) and B-4 (Highway Business) to entirely B-4: located north of Landon Road, south of Anastasia Boulevard, east of 34th Avenue, and west of and adjacent to Coleman Road, in Ward 7.

To Whom It May Concern:

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

The City of Gulfport Planning Commission will hold a public hearing to consider the above request at 4:30 P.M. on **Thursday, February 22, 2018** in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

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

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

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

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

Sincerely,
City of Gulfport Planning Division

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

PPIN	Parcel ID	Name	Address	City	State	ZIP
91363	0809D-03-009.000	HARRISON CO SCHOOL DISTRICT (OWNER)	11072 HWY 49	GULFPORT	MS	39503
		ROBERT HEINRICH (AGENT)	370 COURTHOUSE RD STE. 104	GULFPORT	MS	39507
Adjacent Property Owners						
48804	0709A-01-007.000	PETERMAN REGINALD A TRUSTEE	12259 PRUDIE ST	GULFPORT	MS	39503
58097	0809D-02-008.000	COMMUNITY BAPTIST CHURCH -LESSEE-	9332 OLD LORRAINE RD	GULFPORT	MS	39503
58100	0809D-02-007.000	CHANG DANIEL & JULIA -LESSEE-	2582 HAMPTON LN	BILOXI	MS	39531
58102	0809D-02-009.000	COMMUNITY BAPTISIT CHURCH -LESSEE-	9332 OLD LORRAINE RD	GULFPORT	MS	39503
58105	0809D-03-008.000	LLG ENTERPRISES LLC -LESSEE-	24452 CLUBHOUSE DR	PASS CHRISTIAN	MS	39571
90868	0709A-01-002.000	ATWOOD NELDA	10485 COLEMAN RD	GULFPORT	MS	39503
90873	0709A-01-006.000	SMITH MARGARET -TRUSTEE-	16010 LANDON RD	GULFPORT	MS	39503
91355	0809D-03-011.000	LLG ENTERPRISES LLC -LESSEE-	24452 CLUBHOUSE DR	PASS CHRISTIAN	MS	39571
91362	0809D-03-007.000	HARRISON CO SCHOOL BOARD	11072 HWY 49	GULFPORT	MS	39503
103358	0809D-03-012.002	SAM'S EAST INC -LESSEE-	PO BOX 8050	BENTONVILLE	AR	72712

Proof of Publication

STATE OF MISSISSIPPI

COUNTY OF HARRISON

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

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

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

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

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

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

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

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

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

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

Crista Brackett

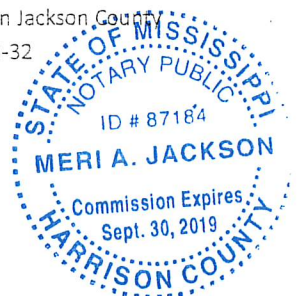
Clerk

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

Meri A. Jackson

Notary Public

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



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

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF GULFPORT, MISSISSIPPI ADOPTED THE 29TH DAY OF JUNE, 1979, AS AMENDED, TO REZONE CERTAIN PROPERTY FROM ITS PRESENT ZONING CLASSIFICATION OF R-1-15 (SINGLE-FAMILY RESIDENCE) DISTRICT AND B-4 (HIGHWAY-BUSINESS) DISTRICT TO ENTIRELY B-4 (HIGHWAY- BUSINESS) DISTRICT

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, find and do so determine, based upon the recommendation of the Gulfport City Planning Commission and City departments, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that ad valorem tax parcel number 0809D-03-009.000, which is generally described as being located north of Landon Road, south of Anastasia Boulevard, east of 34th Avenue, and west of and adjacent to Coleman Road, should be rezoned from its present classification of R-1-15 (Single-Family Residence) District and B-4 (Highway Business) District to entirely B-4 (Highway Business) District. The Case File Number is 1802PC022.

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

SECTION 1: That the Official Zoning Map of the Comprehensive Zoning Ordinance of the City of Gulfport, adopted the 29th day of June, 1979, as amended, be and the same is hereby amended to provide that the following legally described property **be rezoned from its present classification of R-1-15 (Single-family residence) District and B-4 (Highway business) District to entirely B-4 (Highway business) District.**

Ad valorem tax parcel number 0809D-03-009.000 is legally described as:

Commence at an iron pipe at the Northwest corner of the SW 1/4 of the NW 1/4 of Section 16, Township 7 South, Range 11 West, First Judicial District, Harrison County, Mississippi, the Point of Beginning; thence proceed N88°11'E along the North line of the SW 1/4 of the NW 1/4 of said Section 16, 368.66 feet to a point in the Westerly line of Coleman Road; thence N31°59'W 122.4 feet; thence N28°54'W 386.4 feet to a steel "T" post; thence S88°13'W 117.6 feet to an iron rod in the West line of the NW 1/4 of the NW 1/4 of said Section 16; thence S00°03'E along said West line 450.1 feet to the Point of Beginning, containing 2.48 acres, more or less and being located in the NW quarter of Section 16, Township 7 South, Range 11 West, First Judicial District of Harrison County, Mississippi.

SECTION 2: The rezoning of said parcel shall be further subject to the following conditions: The owner, agent or lessee who requested rezoning of the property, which was subsequently rezoned by the Mayor and City Council must secure a building permit from the Building Official and commence construction within one year from the date of approval of rezoning by the City Council. If no building permit has been obtained and said plan development is not completed according to approved plans, the rezoning of said parcel shall be null and void and automatically revert back to its original zoning classification.

See also: COMPREHENSIVE ZONING ORDINANCE {Section IX (3) (b)} Reversion.

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

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

(SEAL:)

CLERK OF THE COUNCIL

PRESIDENT

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

BILLY HEWES, Mayor

1. CITY OF GULFPORT PLANNING COMMISSION

2

3 1802PC022

4

5 TRANSCRIPT OF HEARING

6 March 22, 2018

7

8 TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF
GULFPORT

9 PLANNING COMMISSION HELD IN THE CITY COUNCIL
CHAMBERS,

10 GULFPORT, MISSISSIPPI, ON THE 22ND DAY OF MARCH 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 HAROLD SPANN
21 EVERETT "LAD" LADNER (RECUSED)
22 CHARLIE HEWES
LANE HENSARLING
COLETTE TOWLES

20

STAFF PRESENT:

21

22 GREG PIETRANGELO
GREG HOLMES

23 CORY LONG
SU-LIN BOLIN
24 MATILDA WELCH
25

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

1. 4. Zoning Map Amendment 1802PC022
2. MS. BOLIN: Item 4, Zoning Map Amendment
3. 1802PC022, has been duly and timely noticed as required by
4. law. The applicant requests to rezone the tax parcel from
5. R-1-15 single family and B-4 highway business to entirely
6. B-4 located north of Landon Road, south of Anastasia
7. Boulevard, east of 34th Avenue, and west of and adjacent to
8. Coleman Road, in Ward 7. A copy of the packet considered is
9. hereby offered into the record.
10. MR. WILLIAMS: Someone here to speak for it?
11. MR. LADNER: I'm going to recuse myself.
12. MR. WILLIAMS: Let the record show that Mr.
13. Ladner recused himself. Thank you, Mr. Ladner.
14. (Mr. Ladner leaves room.)
15. MR. WILLIAMS: Mr. Heinrich.
16. MR. HEINRICH: Bobby Heinrich, 370 Courthouse
17. Road in Gulfport. I'm here to represent the client, my
18. client.
19. As you can see, the property is split zoned.
20. As you know, that whole intersection there at 49 and Landon
21. is booming, and just we have a person that -- that 16th

- 22. Section land is subleased to individuals. And they own or
- 23. they are leasing both parcels. But as you can see, the
- 24. north parcel is split zoned, and there's that residential
- 25. coming there. And we want to make the whole property

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

1. commercial.
2. So I'm here to make that request and here to
3. answer any questions you may have.
4. MR. WILLIAMS: Commissioners, any questions
5. of the applicant?
6. If anything comes up, we'll bring you back
7. up. Thank you.
8. Anyone else here to speak for this request?
9. Anyone here to speak against this request
10. tonight?
11. Commissioners, you've had a chance to review
12. the package. Any questions of the staff, or a motion
ready
13. to be made?
14. MR. SELLERS: Mr. Chairman, I move we approve
15. Case File 1802PC022 with any conditions.
16. MR. WILLIAMS: Okay. We've got a motion to
17. approve the case. Do I have a second?
18. MR. HEWES: Second.
19. MR. WILLIAMS: I think everybody is familiar
20. with that area. That is booming commercially, and
the split
21. zoning does detract from the property. So I think
we're
22. certainly on the right track in doing this. So we've
got a

23. motion to approve the case with a second. Any further

24. discussion? If not, all those in favor signify by saying

25. aye. Any opposed? It's been passed.

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

1. Thank you.
2. (Unanimous vote.)
3. (Ladner recused.)
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N.J. SOROE, CSR #1297
(228) 467-2199

1. BEFORE THE CITY OF GULFPORT PLANNING
2. COMMISSION.

3

4 1802PC022

5

6

7 COURT REPORTER'S CERTIFICATE

8

9 I, Norma Jean Ladner Soroe, Certified

Shorthand

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

skill and

11 ability I have reported the hearing held before the

City of

12 Gulfport Planning Commission and that the foregoing 4

pages

13 constitute a true and correct transcription of said

hearing

14 held on the 22nd day of March 2018.

15 I do further certify that my certificate

annexed

16 hereto applies only to the original and certified

17 transcript. The undersigned assumes no

responsibility for

18 the accuracy of any reproduced copies not made under

my

19 control and direction.

20 Witness my signature this the 26th day of

March

21 2018.

22

23

24

#1297 25

NORMA JEAN LADNER SOROE, CSR

Certified Shorthand Reporter

N.J. SOROE, CSR #1297

(228) 467-2199

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

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: October 5, 2018

Re: Zoning Map Amendment 1808PC087:

Kevin A. Mitchell, agent for PCP Investors, LLC, property owner, requests to rezone the 4.93-acres tax parcel 0810K-01-009.001 from I-2 (Heavy Industrial) to B-2 (General Business): located north of 34th Street, south of John Hill Boulevard, east of 25th Avenue, and west of Lowes Avenue, in Ward 3.

Planning Commission recommendation: To approve applicant request.

Motion: Mr. Hensarling - To approve applicant request.

Second: Mr. Jones

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

Action: Motion was carried unanimously

Speaking for the Petition:

1. Kevin Mitchell

Speaking against the Petition: None

On September 27, 2018 the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for October 16, 2018.

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 1808PC087

Hearing Date: August 23rd, 2018 (Meeting Canceled)
September 27, 2018

Current Zoning/Use: I-2 (Heavy Industrial) / Warehouse

Legal: Kevin A. Mitchell, agent for PCP Investors, LLC, property owner, requests to rezone the 4.93-acres tax parcel 0810K-01-009.001 from I-2 (Heavy Industrial) to B-2 (General Business): located north of 34th Street, south of John Hill Boulevard, east of 25th Avenue, and west of Lowes Avenue, in Ward 3.

TECHNICAL DETAILS

Amendment of the Zoning Ordinance, including the zoning map, is intended to carry out the objective of a sound, stable, and desirable environment. Casual amendment of the ordinance would be detrimental to the achievement of that objective. Therefore, the ordinance dictates that a property should be considered for rezoning only when one or more of the following conditions prevail:

- (a) *Error*. There is a manifest error in the article.
- (b) *Change in conditions*. Changed or changing conditions in a particular area or in the city or metropolitan area generally make a change in the regulations necessary and desirable.
- (c) *Increase in need for sites*. Increased or increasing needs for business or industrial sites in addition to sites that are available make it necessary and desirable to reclassify an area or to extend the boundaries of an existing area.
- (d) *Annexation*. It is necessary and desirable to reclassify territory annexed to the city.
- (e) *Ordinance changes*. Amendment to the ordinance not involving a change in classification of land is necessary.
- (f) *Change in governmental property*. It is necessary to reclassify property as a result of acquisition or disposition of such property by the United States of America, the State of Mississippi, or Harrison County.

According to the Mississippi case law:

When requesting rezoning of real property, **an applicant must prove, by clear and convincing evidence**, one of the following:

1. That there was a mistake in the original zoning, or
2. That the character of the neighborhood has changed to such an extent as to justify reclassification, **and** that there was a public need for rezoning.

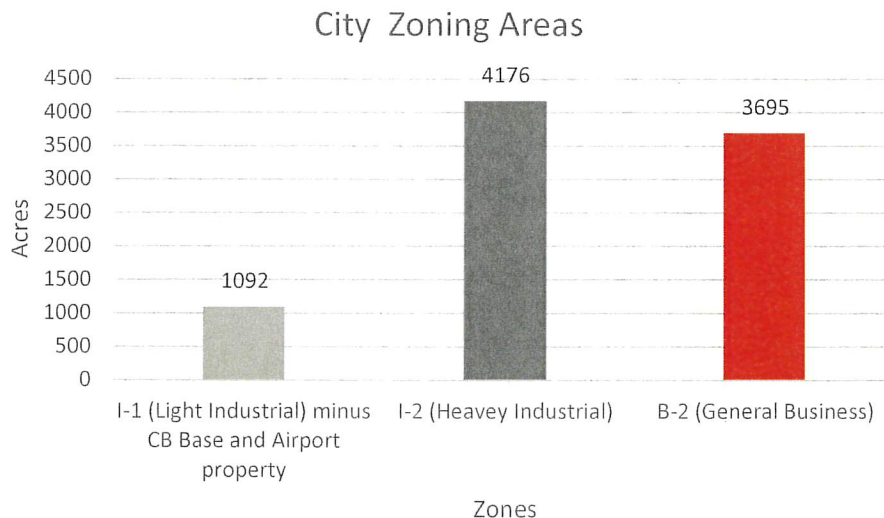
12.12

Technical Report

Zoning Map Amendment

The applicant is requesting to rezone 4.9 acres from I-2 (Heavy Industrial) to B-2 (General Business). Currently, the facility is a warehouse to store movie props that the applicant intends make a museum. As stated in the chart of permitted uses, museums are allowed only by-right in an R-O (Residence Office), R-B (Residence Business), B-1 (Neighborhood Business), B-2, and B-4 (Highway Business). Therefore, because rezoning to B-2 requires a minimum 4 acres to be considered for rezoning, the B-2 property will allow the applicant to use the existing warehouse as a museum.

The staff finds the subject property to be the only licensed use in a larger 18.6 acre I-2 district surrounded by a more intensely used I-1(Light Industrial). Moreover, staff research has revealed that usable I-1 is relatively limited compared to B-2 and I-2 zones. Specifically, if the Naval Construction Battalion I-1 and the Airport I-1 areas are removed from the total area of I-1 in the city, the remaining I-1 is approximately 1,092 acres whereas there are 4,176 acres of I-2 and, not counting other B zones, approximately 3,695 acres of B-2 zoning, see chart below. In addition, this I-2 district is bounded by two public thoroughfares on the east by Lowes Avenue and partly on the south by approximately 100 feet of 34th Street. Concerning the proposed zone, the nearest B-2 district is approximately 267 feet northeast and consist of retail and office use. The B-2 district also has the familiar uses of Lowes Home Improvements and Hoods farther way. In conclusion, the proposed zone would technically be a spot-zone by specific proximity; however, this I-2 district, as a whole, is underutilized in comparison to data that shows the city has a relative scarcity and potential need of viable I-1 districts.



The applicant has not summarized any detail for requirements of rezoning; therefore, the staff summarizes as follows:

- (a) The applicant has not stated an error.
- (b) Change in conditions are not stated as condition for change, see the Legal Department's statement above.

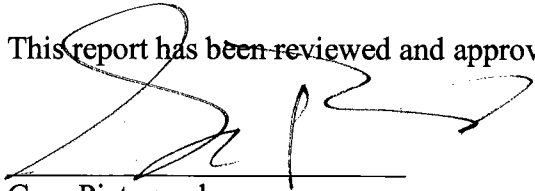
Technical Report

Zoning Map Amendment

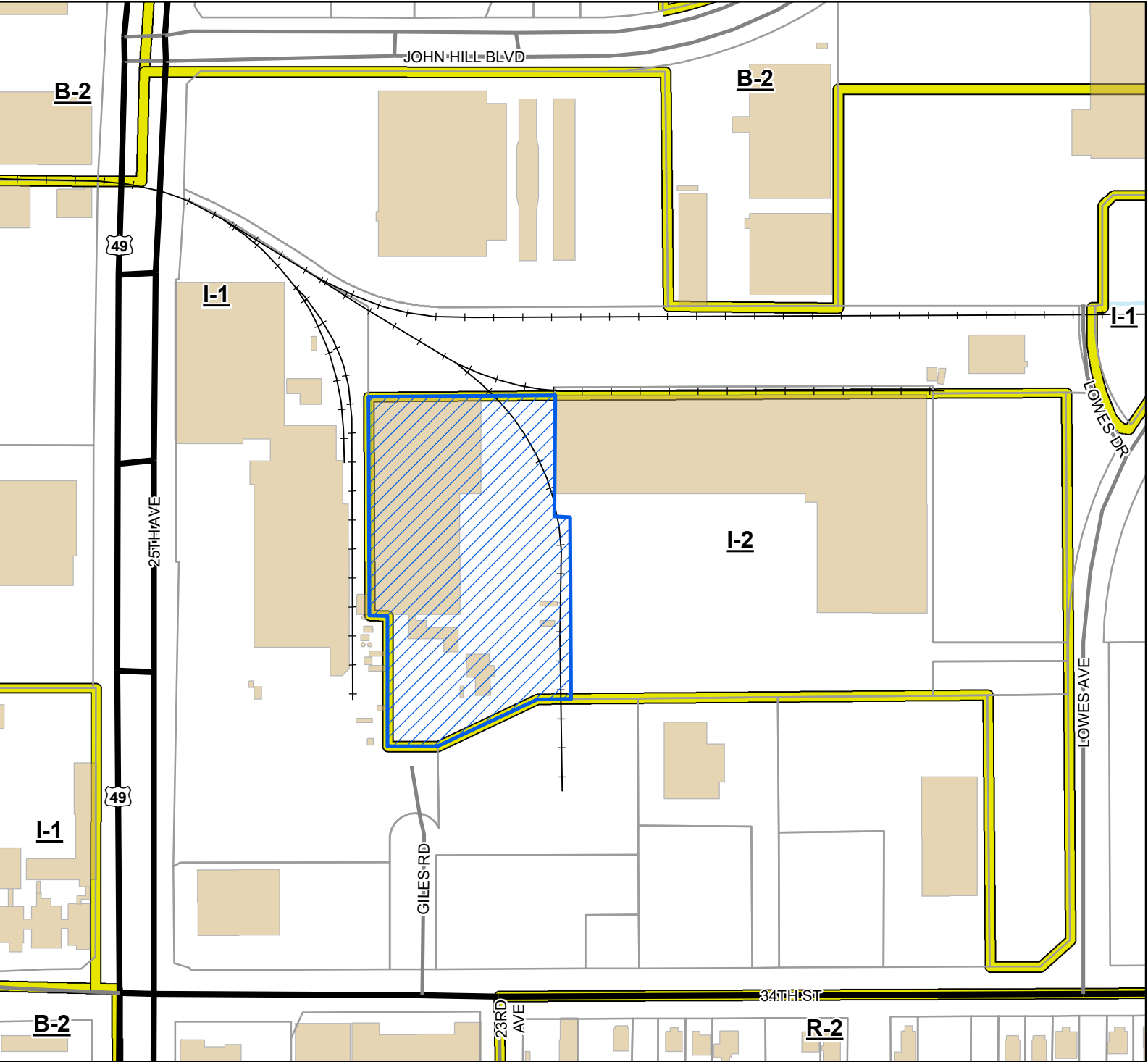
- (c) Increased need for sites has not been stated by the applicant, see the Legal Department's statement above.
- (d) No issues from the 1994 Annexation were mentioned.
- (e) *Ordinance changes.* Amendment to the ordinance not involving a change in classification of land is necessary has not been stated by the applicant.
- (f) *Change in governmental property.* Not applicable.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department

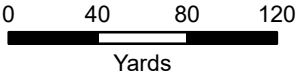


Legend

- Site
- US or State Highway
- Street
- Railroad
- Parcels
- Buildings
- Zoning
- Water Features

Site Information

0810K-01-009.001
Zoning: I-2 (Heavy Industrial)
Size: 4.93 acres
Flood: X



1 inch = 258 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.



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

For Staff Use Only

Case File #: 1808 P 0087Date Received: 7-2-18

Receipt #: _____

Received By: MW/CL

Zoning: _____

Ward: _____ Flood: _____

APPLICATION FOR ZONING MAP AMENDMENT/LAND USE RECLASSIFICATION (SMARTCODE)

Property Information

TAX PARCEL #

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 .

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(If necessary, use separate sheet of paper)

Address of Property Involved: 3420 GILES ROAD, Gulfport MS. 39501

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

General Location: Gulfport off of 34TH ST.

GENERAL DESCRIPTION OF REQUEST:

CHANGE ZONING FROM I1 TO B2 FOR Museum

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

HAROLD PUDERER Pres. P.C.P. Investors LLC.
Printed Name Of Owner

KEVIN A. MITCHELL
Printed Name Of Agent

2475 S. Shore Dr.
Mailing Address

12353 HERRING RD.
Mailing Address

BiLOXI MS. 39532
City State Zip code

Gulfport MS 39503
City State Zip code

228-217-2925
Home Phone Work/Cell Phone

228-341-1327
Home Phone Work/Cell Phone

HP PUDERER@GMAIL.COM
Email

KMITCHELL PROPS@GMAIL.COM
Email

[Signature]
Signature Of Owner

[Signature]
Signature Of Agent

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

☐

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

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

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

NAME OF OWNER (PRINT)

Haras Purdener

ADDRESS (STREET, CITY, STATE, ZIP CODE)

2475 S. Shore Dr. Biloxi, MS. 39532

PHONE # (H)

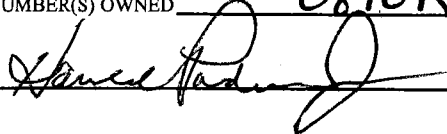
(W)

228-217-2925

TAX PARCEL NUMBER(S) OWNED

0810K-01-009.001.

SIGNATURE:



NAME OF OWNER (PRINT)

ADDRESS (STREET, CITY, STATE, ZIP CODE)

PHONE # (H)

(W)

TAX PARCEL NUMBER(S) OWNED

SIGNATURE:

NAME OF OWNER (PRINT)

ADDRESS (STREET, CITY, STATE, ZIP CODE)

PHONE # (H)

(W)

TAX PARCEL NUMBER(S) OWNED

SIGNATURE:

(Use additional forms as needed)

IN CASES OF MULTIPLE APPLICANTS, PLEASE IDENTIFY THE PERSON WHO WILL BE ACTING AS YOUR SPOKES PERSON/AGENT FOR YOU:

July 3, 2018

City of Gulfport Council Members
2309 15th Street
Gulfport, MS 39501

RE: Rezoning Property Located at 3420 Giles Road, Gulfport, MS

Please accept this letter as a formal request to have the land, located at 3420 Giles Road, Gulfport, MS, 39501, changed from its current zoning designation of I1 to a B2 zone designation.

You may be aware we currently store movie props at this location, and we also host the "Terror on the Coast" haunted house event once a year in October. In fact, we are already planning for this successful event as it quickly approaches its fourth year.

Please note it is our intent to continue these services, but we also want to expand our services to include a Hollywood style, movie set museum which would be open to the public for tours. Our research indicates a Hollywood style museum would do well in this location and would certainly benefit the residents of Gulfport and the greater MS Gulf Coast!

To our knowledge, our Hollywood style museum will be the very first of its kind on the MS Gulf Coast and perhaps even within 100 miles. Regardless, we're super excited at the prospect of making it a huge **TOURIST ATTRACTION** for the fine city of Gulfport!

It is our understanding the property will need to be rezoned to B2 in order for us to open the museum. As such, we respectfully request the City of Gulfport to kindly consider our request. Thank you in advance for the consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Mitchell", with a stylized, flowing script.

Kevin Mitchell, CEO/President
Side Show Props 2.0, LLC
3420 Giles Road
Gulfport, MS 39501



URBAN DEVELOPMENT
PLANNING DIVISION

August 3, 2018

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

PCP Investors LLC C/O Harold Puderer (owner)
2475 S. Shore Dr
Biloxi, MS 39532

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

RE: Zoning Map Amendment 1808PC087: Kevin A. Mitchell, agent for PCP Investors, LLC, property owner, requests to rezone the 4.93-acres tax parcel 0810K-01-009.001 from I-2 (Heavy Industrial) to B-2 (General Business): located north of 34th Street, south of John Hill Boulevard, east of 25th Avenue, and west of Lowes Avenue, in Ward 3.

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, August 23, 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.

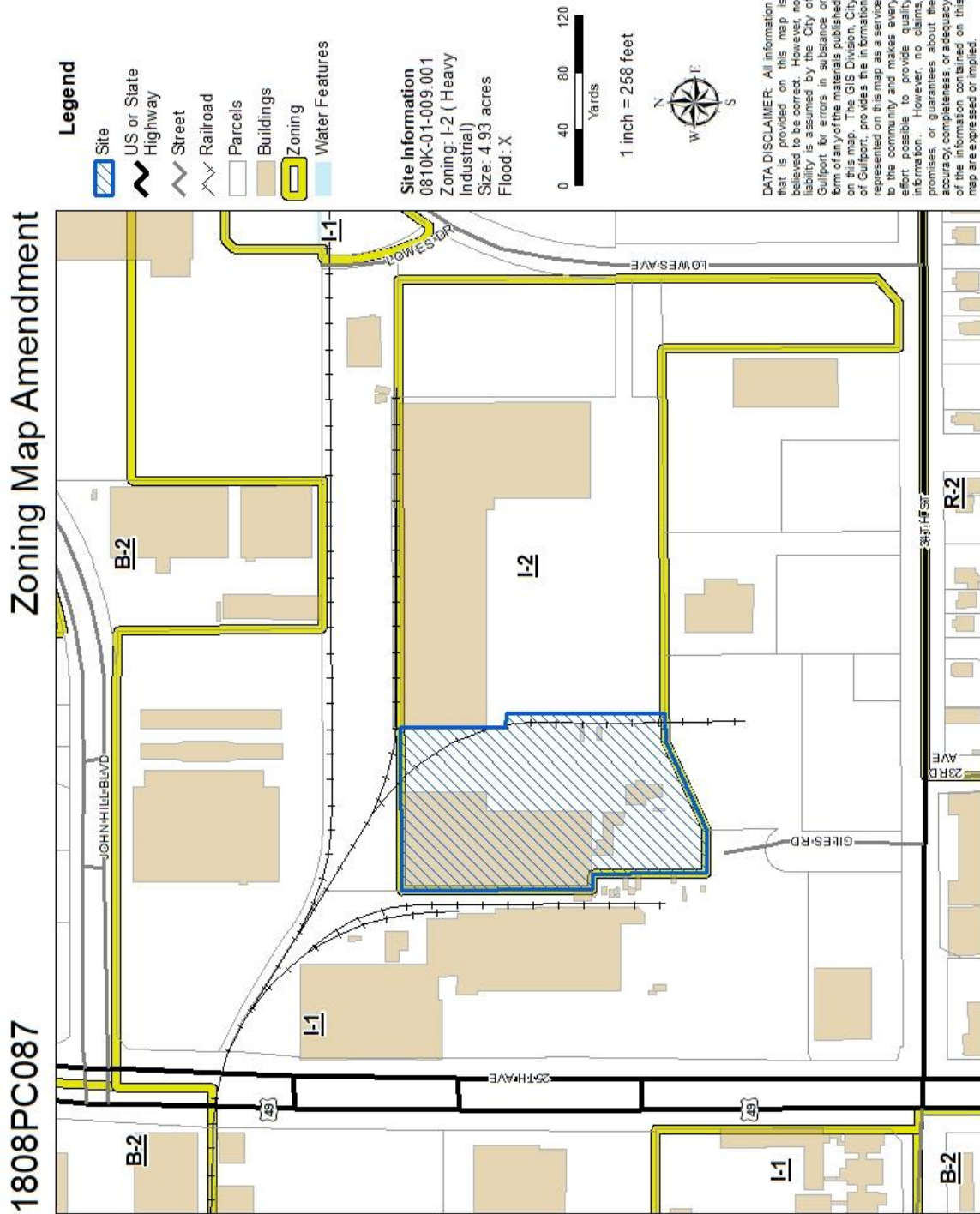
A copy of the filed application to be considered will be available for public review at the office of the Department of Urban Development – Planning Division located at the Hardy Building, 1410 24th Avenue. Adjacent property owners will not be provided any further correspondence on the matter unless 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.

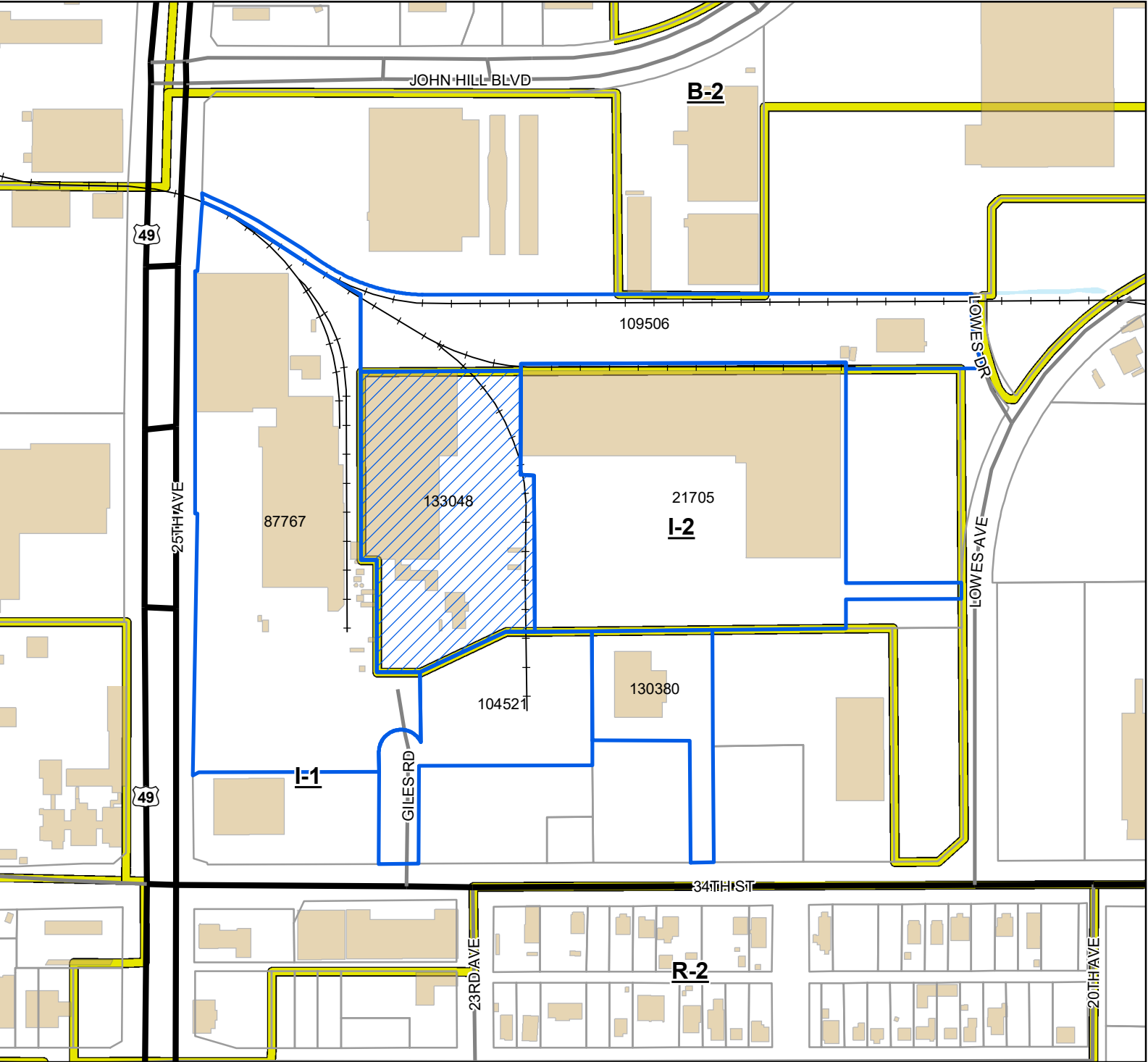
Sincerely,
City of Gulfport Planning Division

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



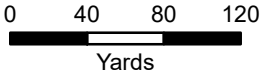
c. Agent, Adjacent Property Owners (You have been identified as owning property within 160 feet of this request)

PPIN	Parcel ID	Name	Address	City	State	ZIP
		PCP INVESTORS LLC C\O Harold Puderer (owner)	2475 S. Shore Dr	Biloxi	MS	39532
		Kevin A. Mitchell (agent)	12353 Herring Rd	Gulfport	MS	39503
Adjacent Property Owners						
21705	0810K-01-009.000	3450 GILES ROAD LLC	1650 63RD STREET	BROOKLYN	NY	11204
87767	0810K-01-001.000	3600 REALTY LLC	1650 63RD STREET	BROOKLYN	NY	11204
109506	0810K-01-001.006	GULF COAST COMMUNITY ACTION AGENCY	P O BOX 519	GULFPORT	MS	39502
104521	0810K-01-005.002	H & H ENTERPRISES LLC	15172 LORRAINE RD	BILOXI	MS	39532
130380	0810K-01-001.014	HABITAT FOR HUMANITY OF MGC INC	1636 POPPS FERRY RD STE M-13	BILOXI	MS	39532
133048	0810K-01-009.001	PCP INVESTORS LLC	521 LONG LAKE DRIVE	PENSACOLA	FL	32506



Legend

- Site
- Adjacent Properties
- US or State Highway
- Street
- Railroad
- Parcels
- Buildings
- Zoning
- Water Features



1 inch = 300 feet



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**URBAN DEVELOPMENT
PLANNING DIVISION**

August 10, 2018

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

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

RE: Planning Commission Cases Scheduled for August 23, 2018.

To Whom It May Concern:

The Sun Herald was not able to publish the state required advertisement for notice of the Planning Commission meeting. Specifically, due to the Sun Herald's error, the City of Gulfport cannot legally conduct the Planning Commission's meeting on August 23, 2018. Therefore, on behalf of the City of Gulfport Planning Division, we extend our sincerest apologies for not being able to hold a public hearing to consider scheduled cases in August.

The City of Gulfport Planning Commission will hold the new public hearing to consider the previously scheduled cases at 4:30 p.m. on Thursday, September 27, 2018. An additional official notification of the September meeting will be sent at the appropriate time. At this time, there is no other action required, as the case will simply be placed on the September agenda and advertised.

We strive to create a positive experience while working with the City of Gulfport and sincerely regret having to postpone the meeting. In the meantime, if there are 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)

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF GULFPORT, MISSISSIPPI ADOPTED THE 29TH DAY OF JUNE, 1979, AS AMENDED, TO REZONE CERTAIN PROPERTY FROM ITS PRESENT ZONING CLASSIFICATION OF I-1 (LIGHT INDUSTRIAL) DISTRICT TO B-2 (GENERAL BUSINESS) DISTRICT

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, find and do so determine, based upon the recommendation of the Gulfport City Planning Commission and City departments, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that ad valorem tax parcel number 0810K-01-009.001, which is generally described as being located north of 34th Street, south of John Hill Boulevard, east of 25th Avenue, and west of Lowes Avenue, should be rezoned from its present classification of I-1 (Light Industrial) District To B-2 (General Business) District. The Case File Number is 1808PC087.

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

SECTION 1: That the Official Zoning Map of the Comprehensive Zoning Ordinance of the City of Gulfport, adopted the 29th day of June, 1979, as amended, be and the same is hereby amended to provide that the following legally described property **be rezoned from its present classification of I-1 (Light Industrial) District To B-2 (General Business) District.**

Ad valorem tax parcel number 0810K-01-009.001 is legally described as:

A parcel of land situated and being located in the NE 1/4 of section 33, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows: Commence at the Southeast corner of the NE ¼ of said Section 33; thence North 60.0 feet along the East line of said NE 1/4 to the North margin of 34th Street; thence South 89 degrees 33 minutes 30 seconds West 1,281.4 feet along the North margin of said 34th Street; thence North 00 degree 01 minutes 50 seconds East 499.1 feet to the Point of Beginning; thence North 89 degrees 46 minutes 50 seconds West 466.3 feet; thence North 00 degrees 17 minutes 10 second West 156.9 feet, thence South 89 degrees 55 minutes 30 seconds West 33.2 feet; thence North 00 degrees 07 minutes 50 seconds West 405.0 feet; thence North 89 degree 47 minutes 10 seconds East 888.2 feet; thence South 00 degrees 06 minutes 50 seconds East 561.2 feet; South 89 degrees 08 minutes 30 seconds West 388.2 feet to the Point of Beginning. Said parcels of land contains 11.37 acres, more or less: AND ALSO being the same parcel of land described in Warranty Deed Book 607, Page 355, in the office of the Chancery Clerk, First Judicial District of Harrison County, Mississippi,

LESS AND EXCEPT:

A parcel of land situated and being located in the Northeast 1/4 of Section 33, Township 7 South, Range 11 West, City of Gulfport, First Judicial District Harrison County, Mississippi, and being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of said Section 33, thence North 60.0 feet along the East line of said Northeast 1/4 to the North right of way of 34th Street; thence South 89° 33' 30" West a distance of 887.90 feet along the said North right of way

of said 34th Street; thence North. 00° 01' 50" East a distance of 499.1 feet to the Point Of Beginning; thence from said Point Of Beginning South 89° 27' 41" West a distance of 390.05 feet; thence North 89° 36' 05" West a distance of 129.16 feet; thence North 00° 06' 08" West a distance of 353.6 feet; thence South 89° 53' 54" West a distance of 30.0 feet; thence North 00° 06' 08" West a distance of 230.10 feet; thence North 89° 53' 54" East a distance of 702.49 feet; thence South 00° 06' 08" East a distance of 580.68 feet; thence South 89° 27' 41" West a distance of 153.30 feet to the Point Of Beginning.

Said parcel contains 398,994 square feet or 9.16 acres, more or less.

AND ALSO being a part of that parcel described in Warranty Deed Book 1387 at Pages 352 and 353 and a part of that parcel described in Warranty Deed Book 1332 at Page 62, in the Office of Chancery Clerk, First Judicial District of Harrison County, Mississippi. Said parcel is subject to a gas easement as recorded in Deed Book 912 at Page 389.

AND ALSO:

A parcel of land situated and being located in the NE 1/4 of section 33, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows: Commence at the Southeast corner of the NE 1/4 of said Section 33; thence North 60.0 feet along the East line of said NE 1/4 to the North margin of 34th Street; thence South 89 degrees 33 minutes 30 seconds West 1,281.4 feet along the North margin of said 34th Street; thence 00 degrees 01 minutes 50 seconds East 499.1 feet; thence North 89 degrees 46 minutes 50 seconds West 189.0 feet to the Point of Beginning; thence South 65 degrees 50 minutes 50 seconds West 203.52 feet; thence North 89 degrees 20 minutes 00 seconds West 91.18 feet; thence North 00 degrees 17 minutes 40 seconds West 83.3 feet; thence South 89 degrees 46 minutes 50 seconds East 277.3 feet to the Point of Beginning. Said parcel of land contains 0.35 acres, more or less.

SECTION 2: The rezoning of said parcel shall be further subject to the following conditions: The owner, agent or lessee who requested rezoning of the property, which was subsequently rezoned by the Mayor and City Council must secure a building permit from the Building Official and commence construction within one year from the date of approval of rezoning by the City Council. If no building permit has been obtained and said plan development is not completed according to approved plans, the rezoning of said parcel shall be null and void and automatically revert back to its original zoning classification.

See also: COMPREHENSIVE ZONING ORDINANCE {Section IX (3) (b)} Reversion.

SECTION 3: For good cause being shown and the interest and welfare of the City of Gulfport, the citizens thereof require that the said Ordinance be in full force and effect immediately upon its passage and this Ordinance shall be in full force and effect from and after its passage, but shall nevertheless be published and enrolled as provided by law.

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

YEAS:

ABSTENTIONS:

ABSENCES:

NAYS:

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

(SEAL:)

ATTEST:

ADOPT:

CLERK OF THE COUNCIL

PRESIDENT

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

BILLY HEWES, Mayor

1. CITY OF GULFPORT PLANNING COMMISSION

2

3 1808PC087

4

5 TRANSCRIPT OF HEARING

6 September 27, 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 27TH DAY OF SEPTEMBER
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 BRADLEY ELLIOTT
21 DOUG HANCOCK
LANE HENSARLING

19

STAFF PRESENT:

20

21 GREG PIETRANGELO
GREG HOLMES
SU-LIN BOLIN

22 EMMA STRONG

23

24

25

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

1. 3. Zoning Map Amendment 1808PC087
2. MS. STRONG: Zoning map Amendment 1808PC087
3. has been duly and timely noticed as required by law.
The
4. applicant requests to rezone a tax parcel from I-2 to
B-2
5. located north of 34th Street, south of John Hill
Boulevard,
6. east of 25th Avenue, and west of Lowes Avenue, in
Ward 3. A
7. copy of the packet considered is hereby offered to
the
8. record.
9. MR. WILLIAMS: Thank you.
10. Someone here to speak for the request?
11. MR. MITCHELL: My name is Kevin Mitchell.
12. I'm the owner of Side Show Props here in Gulfport.
13. We entered this building in 2015 with the
14. assumption that the movie industry was moving here.
We also
15. own a prop company in Louisiana.
16. Most of the movies we work on are in
17. Louisiana area. But we have filmed several movies
here in
18. this building. The Christmas movie was one of them.
They
19. filmed about 75 percent in the building.
20. So the movie industry is a little slow down.

21. We lost our tax credits here. So we're trying to get
a
22. little diversified. But we're doing the Sand
Building. The
23. building is approximately 87,000 square feet. We
occupy the
24. whole building, movie sets, props. The building is
full.
25. Also, we're also home of Tara on the Coast, the
haunted

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

1. house that takes up 45,000 square feet of the building.
2. We want to rezone for a museum and museum
3. status for movie sets and props. We've got a lot of stuff
4. out there, you know, high budget films.
5. The building has been vacant for ten years.
6. you know, we want to put some revenue back in the taxes here
7. on the coast. We want to be able to hold events there.
8. And so in order to do that, we need to rezone
9. for B-2 coming down from I, from industrial zone.
10. MR. WILLIAMS: All right. Commissioners, any
11. questions of the applicant?
12. Obviously, it's bringing down the zoning, so
13. it's less intrusive, and obviously meets the need of what
14. they're trying to do.
15. No questions? If anything comes up, we'll
16. bring you back up. Thank you.
17. Anyone else here to speak for the request?
18. Anyone wish to speak against this request?
19. All right. Commissioners, we've heard the
20. case. If you have a motion, I'll take it, or any questions
21. or comments.
22. MR. HENSARLING: I make a motion to approve

23. Case 1808PC087.

24. MR. WILLIAMS: All right. So we've got a

25. motion to approve the case and to change the zoning.
Do I

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

1. have a second?
2. MR. JONES: Second.
3. MR. ELLIOTT: Second.
4. MR. WILLIAMS: Got a motion and a second.
5. Any further discussion, questions, comments? If not,
all
6. those in favor say aye. Any opposed? All right.
Good
7. deal. Thank you. It's been approved. Thanks a lot.

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

1. BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2

3 1808PC087

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 4

pages

12 constitute a true and correct transcription of said

hearing

13 held on the 27th day of September 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 28th day of

20 September 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
	0003838908	LEGAL NOTICE PUBLIC HEARING In conformar			1	12.30 In

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, September 27, 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 1808PC081:
Deborah G. Cothran, property owner, requests to divide the 3-acre tax parcel 1008E-01-007.001 into 2 parcels zoned R-1-15 (Single-family); located north of John Ross Road, south of and adjacent to Charlotte Road, east of Rebekah Drive, and west of and adjacent to Charlotte Drive, in Ward 6.

Resubdivision 1808PC082:
Jeanne R. Johnson, property owner, requests to divide the 26,362-square-foot tax parcel 07110-03-076.000 into 3 parcels zoned T3 (suburban zone); located north of and adjacent to Finley Street, south of Ford Street, east of Woodward Avenue, and west of and adjacent to Alston Avenue, in Ward 2.

Zoning Map Amendment 1808PC087:
Kevin A. Mitchell, agent for PCP Investors, LLC, property owner, requests to rezone the 4.93-acre tax parcel 0810K-01-009.001 from I-2 (Heavy Industrial) to B-2 (General Business); located north of 34th Street, south of John Hill Boulevard, east of 25th Avenue, and west of Lowes Avenue, in Ward 3.

Resubdivision 1808PC089:
Leoncio Cortes, property owner, requests to divide the 38,595-square-foot tax parcel 0807P-01-001.000 into 2 parcels zoned R-3 (General residence); located north of Cruthirds Road, south of Lori Place, east of Trailwood Drive, and west of and adjacent to Three Rivers Road, in Ward 7.

Planning Commission Approval 1809PC095:
Naor and Shomo Hanmarl, agents for Jamie and Peter Morgan and Garnette and James Watzel, property owners, request approval for a moving company with onsite storage at 1608 26th Avenue on the tax parcel 0811F-04-063.000 zoned T5 (Urban Core); located north of 16th Street, south of 17th Street, east of and adjacent to 26th Avenue, and west of 25th Avenue, in Ward 3.

Resubdivision 1809PC097:
Mary P. Workman and Paul R. Workman, property owners, request to divide the existing parcel into two parcels on tax parcel 0707H-02-003.000 zoned R-1-15 (Single Family); located north of

STATE OF MISSISSIPPI COUNTY OF HARRISON

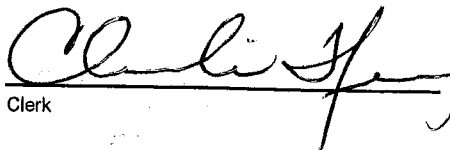
Before me, the undersigned Notary of Harrison County, Mississippi personally appeared CLAUDIA HENRY, who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a daily newspaper published in the city of Gulfport, in Harrison County, Mississippi and the publication of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

1 Insertion(s)

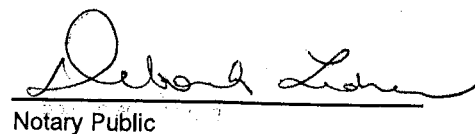
Published On:

September 12, 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
13th day of September 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.



DUCKWORTH Road, south of Anandale Circle, east of and adjacent to Old Hwy 49, and west of Hwy 49, in ward 7.
Zoning Map Amendment 1809PC098:
Anwar E. Haimarah and Francis Mpuwad, property owners, request to rezone the tax parcel 0808H-02-091.000 from R-1-10 (Single-family) to B-1 (Neighborhood Business); located north of Klein Road, south of Artes Street, east of Harmony Circle, and west of and adjacent to Three Rivers Road, in Ward 6.

Planning Commission Approval for Home Occupation 1809PC103:

Elsa and Thomas Robins, property owners, request for monument sales at 15053 Duckworth Road on the tax parcel 0807K-01-013.000, zoned R-1-15 (Single-family); located north of O'Neal Road, south of and adjacent to Duckworth Road, east of and adjacent to Twin Drive, and west of Tara Hills Drive, in Ward 7.

Resubdivision 1809PC104:

Frank Bordeaux and Bayou Bluff Tennis Club, property owners, request to divide tax parcels 0909P-01-054.000, 0909P-01-053.000, and 0910A-01-004.000 into 3 parcels zoned R-1-7.5 (Single-family); located north of Bayou Place, south of and adjacent to Bluff Lane, east of and adjacent to Bernard Bayou, and west of and adjacent to W Taylor Road, in Ward 4.

Planning Commission Approval for Home Occupation 1809PC105:

Addam and Meghan Lynch, property owners, request a photography business use at 15277 Saint Charles Street on the tax parcel 0808E-03-001.000 zoned R-1-10 (Single-family); located north of Royal Street, south of and adjacent to St. Charles Street, east of Mobile Avenue, and west of Depew Road, in Ward 7.

This the 4th day of September 2018:

Keith Williams, Chairman
City of Gulfport Planning Commission
Publish 9/12, -3838908



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Dustin Uselton, Assistant Attorney
Economic Development

Date: 10/04/2018

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 201 Arkansas Avenue, Gulfport, Mississippi, in the First Judicial District of Harrison County, and identified as parcel number 0911B-02-049.000.

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 201 ARKANSAS AVENUE, GULFPORT, MISSISSIPPI, IN THE FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, AND IDENTIFIED AS PARCEL NUMBER 0911B-02-049.000

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, Edward R. Knox, owner of the property located at 201 Arkansas Avenue, Gulfport, Mississippi, in the First Judicial District of Harrison County, and identified as Parcel Number 0911B-02-049.000, has completed the construction of a new residence by and through Richmond Construction, 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 201 Arkansas Avenue, Gulfport, Mississippi, in the First Judicial District of Harrison County, and which property is identified as Parcel Number 0911B-02-049.000, 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, Edward R. Knox, has presented proof of ownership and eligibility to the City of Gulfport, and has submitted an application, attached hereto as **Exhibit “A”**, requesting municipal tax abatement on the increase of the assessed value of the structure, including supporting documentation to show construction work performed on the structure in the amount of Two Hundred Eleven Thousand Ninety-Five and 00/100 Dollars (\$211,095.00) for the new residence and have requested abatement of the Municipal ad valorem taxes for the increase in the assessed value of the property.

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

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

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

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

AYES

NAYS

ABSENT/ABSTAIN

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

APPROVED:

MAYOR



September 19, 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 Edward R. Knox

Dear Administration and City Council:

On behalf of the Economic Development Department, I want to verify that Edward R. Knox has met all qualifications and processes for the Hwy. 90 Tax Abatement at his new home at 201 Arkansas 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", is written over a horizontal line.

David L. Parker, CEcD
Economic Development Director

Gulfport Tax Abatement Program

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

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

Project submission guidelines:

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

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

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

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

Renovation Project Abatement Criteria

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

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

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

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

Occupancy:

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

New Construction Project Abatement Criteria

Adherence to SmartCode Standards:

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

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

Occupancy:

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

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

Application Checklist

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

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

Application Summary

Applicant Name*: Edward R Knox

Applicant Property Address: 201 Arkansas Ave Gulfport MS 39507

Applicant Mailing Address: 14265 N. Swan Rd Gulfport MS 39503

Applicant Phone Number: 940-781-4108 Email: Coconut Joe, ms @gmail.com

Please select one: Renovation Project New Construction Project

Estimated Project Amount: 235,000K Application Submission Date: 14 Sept 18

Estimated Project Start Date: Nov 17 Project Completion Date**: 8/17/18

*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.

14 Sept 18
Date


Applicant Signature

Prepared by:
David B. Pilger
Attorney at Law
1406 Bienville Blvd., Suite 101
Ocean Springs, MS 39564
(228) 215-0011

Grantor:
Polly R. Ladner

401 Beverly Drive
Biloxi, MS 39503
Telephone: (228) 547-8752

Return To:
David B. Pilger
Attorney at Law
1406 Bienville Blvd., Suite 101
Ocean Springs, MS 39564
(228) 215-0011
File No. Z175745S

Grantee:
Edward R. Knox

14765 N. Swan Avenue
Gulfport, MS 39503
Telephone: (940) 781-4108

INDEXING INSTRUCTIONS: A parcel of land located in Sec. 1, T8S, R11W, Harrison County, MS

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

FOR AND IN CONSIDERATION OF the price and sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, I, **Polly R. Ladner**, do hereby sell, convey and warrant unto **Edward R. Knox**, all of that certain tract, piece or parcel of land situated in Harrison County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereunto belonging, and being more particularly described as follows, to-wit:

See attached Exhibit "A".

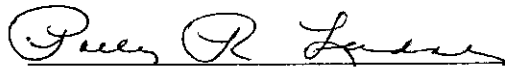
This being the same property as that conveyed to Polly R. Ladner, by Warranty Deed filed in Deed Book 1544, at Page 180, Land Deed Records of Harrison County, Mississippi.

If this property is bounded by water, this conveyance includes any natural accretion, and is subject to any erosion due to the action of the elements. Such riparian and littoral rights as exist are conveyed herewith but without warranty as to their nature or extent. If any portion of the property is below the mean high tide watermark, or is coastal wetlands as defined in the Mississippi Coastal Wetlands Protection Act it is conveyed by quitclaim only.

This conveyance is subject to any and all covenants, rights of way, easements, restrictions and reservations of record in the office of the Chancery Clerk of County, 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, and when said taxes are actually determined, if the proration as of this date is incorrect, the Parties hereto agree to make all necessary adjustments on the basis of an actual proration.

WITNESS MY SIGNATURE, on this the 30th day of May, A.D., 2017.


Polly R. Ladner

ACKNOWLEDGEMENT

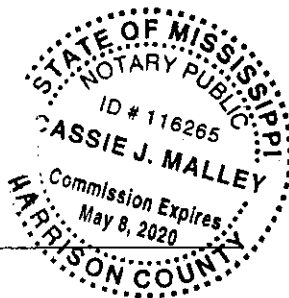
STATE OF MISSISSIPPI
COUNTY OF HARRISON

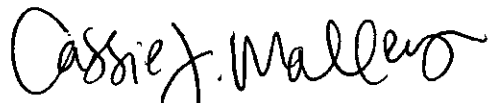
PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, **Polly R. Ladner**, who acknowledged before me that sh signed, executed and delivered the above and foregoing instrument on the day and year thereof, for the use and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 30th day of May, A.D. 2017

(AFFIX SEAL)

My commission expires: _____




NOTARY PUBLIC

DEED ACCEPTED BY:


Edward R. Knox, Grantee

Exhibit "A"
Legal Description

That certain parcel of land and property situated and being in Section One (1), Township Eight (8) South, Range Eleven (11) West, in the First Judicial District of Harrison County, State of Mississippi, having a frontage in the width of sixty feet facing East upon the Western boundary of a public street known and designated in said County and in the City of Gulfport (formerly the community known as Mississippi City) as Arkansas Street, and extending in the Westerly direction between parallell lines to the Eastern boundary of the property now or formerly owned by Shelton, and formerly owned bY Thompson a distance of 262.5 feet, and being further bounded on the North by property now or formerly of Ester N. Ramsay, on the East by the said Arkansas Street; and on the South by property now or formerly belonging to Mattie M. Ramsay and formerly owned by A.J. Ramsay; said property containing the property conveyed to Virgil J. Burrow and Gladys M. Burrow by Warranty Deed dated November 12, 1952, recorded in Deed Book 378, at Page 388, and by WarrantyDeed dated March 24, 1959, recorded in Deed Book 447, at Page 49 of the Records of Deeds to Lands in Harrison County, Mississippi.



RICHMOND CONSTRUCTION LLC

PROJECT DESIGN AND CONSTRUCTION

481 32ND STREET
GULFPORT, MS 39507
228-865-8500

House Specifications

Exhibit B

7/25/17

To: Eddie Knox

Project Address: 201 Arkansas St.

Gulfport MS 39507

Washington Ave. House Plan AHC 102

1638 sq. ft. Heated

253 Front Porch

126 Screened Porch

410 Sun Deck

2427 Total Sq footage

Foundation

10x10 Treated Piers

4" concrete slab under house

Insulation grade

Walls R13

Attic R30

Floor R21

Roofing

Tuff Rib panel galvalume 26 GA metal roofing like 4013 Washington Ave. Gpt.

Siding

Concrete lap siding

EK

Soffit and Facia

White Vinyl

Exterior Columns

(6) 6x6 Treated post wrap with concrete brd.

Wall Finishes

Drywall Smooth finish

HVAC

3 Ton 14 seer Unit, Thermostat by homeowner

Water Heater

50 Gal Electric

Electrical Fixtures : Brushed nickel finished Allowance

(1) DR chandelier Portfolio Item 650052 Model P4828-09

(3) Bedrooms Fan light Item# Item #: 179178 | Model #: 40198

(1) Living Room fan light Item# 459540 Model 59039

Closet lights contractor's grade Item#555549

(1) Laundry closet Item#555549

(1) Kitchen decorative lights Item#650053 Model P4827-09

(3) Vanity 2 light Item# 36749 Model VBS271-3Bnk

(4) Utilitech Metal Flood lights Item#803994

(3) Exterior fan light Item#747603

Smoke Alarm Item#128337

(2) Vent light Broan 70 CFM Item#15680

(1) Vent light Utilitech 1.5 Sone 10 CFM brushed nickel item #553456 Master bath

2 Florescent lights under house

2 Flush mount motion light Item#646940

EK

Windows

ALL windows - Vinyl Single Hung White Low E, insulated

(1) Acrylic block window above the soaking tub

Doors Interior & Exterior

Interior Door Caiman style similar to Washington Ave. house

(1) 3068 Front Door Single Item 741026

(1) 2868 Exterior French Door metal Full light Item#295785

Door Locks and hinges - Schlage Brushed/stainless finished

(1) Front door Lock by owner

(1) Back Door Porch and patio lock by owner

(6) Bed and Bath lock Item#82273

(2) Hall and closet knob Item#82367

(4) Dummy Lock

Appliances allowance

Dishwasher whirlpool stainless/ Black item#625601

Micro vent whirlpool stainless/ Black item# 805141

Stove Gas range whirlpool stainless/ Black item# 838076

Paint

1 Interior wall color will be neutral color throughout house with a Flat finish

Ceiling will be flat ceiling white

Trim doors will be semi-gloss

Additional colors will be added to price.

EK

Plumbing

- (3) Vanity Delta faucets Item#749738
- (2) American standard Commode Item#461992
- (1) Tub & shower faucet, Delta Item#553412
- (1) Shower faucet Item#553415
- (1) Tub faucet Item#793673
- (1) White tub & shower Combo standard grade
- (1) Cultured marble tub surrounds and front trim like Washington ave.
- (1) Soaker tub White Item#364240
- (1) Cultured marble white on white walk in shower with corner seat and corner soap dish

Kitchen

- (1) Elkay, double basin stainless top mount kit. Sink Item#191472
- (1) Kitchen, Delta Faucet Item# 496665

Kitchen counter, and vanities

Granite similar to 4013 Washington Ave.

Brackets under kitchen island metal stainless

Kitchen cabinets

Cabinets and vanities similar to Washington Ave. house

Kitchen cab & vanity cabinet knobs

Item#362803 knob

Item#362554 Pull

Vanity Cabinets

- (2) Vanity Cab. Master bath similar Washington Ave
- (1) Vanity cab. Hall bath similar to Washington Ave.
- Granite Counter top similar to Washington Ave.

EL

Mill Work

Base Board 1x6

Door Trim 1x4

Crown in large open area only (Kitchen, Dinning and Living area)

Closets and others

(1) Closet maid Wire shelving with rod white on all Bedroom Closets item 50165

(3) Decorative mirror allowance \$150.00

(2) Bathroom Accessories set Item#230868

(1) Wired door chime kit Itme#77143

(1) push button Item#44879

(1) Wardrobe wire shelving white on all bedroom closets Item#50165

Closet maid support bracket Item#48187

Louisville elite 7-10 ft Aluminum attic ladder Item#797461

Laundry Room

(1) Closet maid Linen, wire shelf white item#501065

Flooring

Ceramic Tile similar design Washington Ave house

Luxury vinyl tile similar to Washington Ave house

Front porch rail

Pressured treated, painted white

Shutters

(6) set (Non working) Severe weather black Raised panel Exterior shutter

Item#233079

Porches ceiling

Vinyl Bead Board blue

EL

Driveway & walkway allowance

Walkway similar to Washington Ave house

Driveway from road 60'x9' wide

Gutters

Back porch steps only

Landscaping by Homeowner

Note: All materials are based on Contractor's budget to build the house. If Homeowners decide to change and to go-over the budgeted amount, Homeowners will be responsible to pay the difference at time of change. A change order form will be signed by both parties.

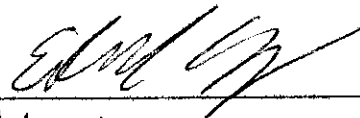
We proposed to build the Washington Ave. House Plan AHC 102 Labor and Materials for the amount of \$211,095.00. The Contract Price has been calculated based on the current prices for materials and labor as of the execution of this Agreement. Contractor agrees to use his best efforts to obtain the lowest possible prices from available material suppliers and labor. But, if a significant price increase occurs during the period of time between contract execution and substantial completion of the Project, the contract price shall be adjusted by an amount reasonably necessary to cover any increase.

Homeowner's

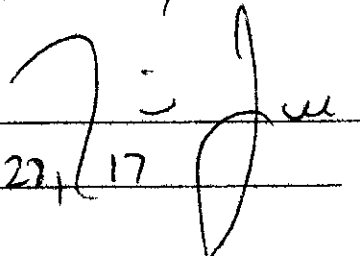
Date

Contractor

Date



28 Nov 17



Nov 22, 17

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 SF DWELLING

Occupancy Classification RESIDENTIAL

Building Permit Number 201702675

Group R3 Type Construction VB

Fire District ☐ Yes ☒ No

Owner of Bldg. EDDIE KNOX

Owner's Mailing Address 14765 N SWAN AVE

Owner's City, State, Zip GULFPORT, MS 39503

Building Address 201 ARKANSAS AVENUE

Date: 08/17/2018

Gary Anderson

Building Official

(BC)



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Economic Development

Date: 10/01/2018

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 424 Second Street, Gulfport, Mississippi, in the First Judicial District of Harrison County, and identified as parcel number 0911C-02-033.000.

Recommendation:



September 26, 2018

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

RE: Tax Abatement qualification for Roy Anderson, IV

Dear Administration and City Council:

On behalf of the Economic Development Department, I want to verify that Roy Anderson, IV has met all qualifications and processes for the Hwy. 90 Tax Abatement at his new home at 424 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 blue ink, appearing to read "David L. Parker", is written over a large, stylized blue oval graphic.

David L. Parker, CEcD
Economic Development Director

**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

Gulfport Tax Abatement Program

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

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

Project submission guidelines:

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

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

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

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

Renovation Project Abatement Criteria

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

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

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

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

Occupancy:

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

New Construction Project Abatement Criteria

Adherence to SmartCode Standards:

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

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

Occupancy:

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

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

Application Checklist

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

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

Application Summary

Applicant Name*: ROY ANDERSON IV

Applicant Property Address: 424 2ND STREET

Applicant Mailing Address: 424 2ND STREET

Applicant Phone Number: 228-297-4007 Email: ROYANDERSONIV@GMAIL.COM

Please select one: Renovation Project New Construction Project

Estimated Project Amount: \$470,000 Application Submission Date: 9-26-18

Estimated Project Start Date: 8/17/17 Project Completion Date**: 6/7/18

*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.

9-17-18
Date


Applicant Signature

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 SF DWELLING

Occupancy Classification RESIDENTIAL

Building Permit Number 201701756

Group R3 **Type Construction** VB

Fire District ☐ Yes ☒ No

Owner of Bldg. ROY ANDERSON IV

Owner's Mailing Address 1899 BEACH BLVD UNIT 1004

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

Building Address 424 2ND STREET

Date: 06/07/2018


Building Official

(B) POST IN A CONSPICUOUS PLACE

State of Mississippi Real Property

ANDERSON ROY IV
Tax Year 2017

LRMNOOP 24-1
DR: 2016-0005481-0-J1 08/05/2016-WD
LOTS 3 TO 6 BLK 7 HEWES ADD
HEWES ADD

Harrison
DAVID V. LAROSA, SR.
POST OFFICE BOX 1270
GULFPORT MS 39502
Paid by: ROY ANDERSON IV

Drawer: 12
User: RMW1
Paid: Chk# 001028

-o-bal

APIN 30160-00	Receipt # 1720982	Date: 02/02/2018
Tax District 0 26 JD 1	Total Acres	Forest Acres
Parcel Number 0911C-02-033.000 PROP ADDR: 424 2ND ST		Sec. Twn. Rng. 02 08 11

FOLD

FOLD

Class 1 Value	Class 2 Value	Total Value	180202 1808 RMW1 GCD3P202A		
True Assessed	63,848 9,547	63,848 9,547			
Type of Tax	Millage	Gross Tax Amount	Regular Homestead	Special Exemption	Net Tax
COUNTY	36.4200	347.70			347.70
CITY	34.0000	324.80			324.80
SCHOOL	64.8500	619.12			619.12
ACCOUNT PAID IN FULL		Total Tax Due			\$1,291.42
ANDERSON ROY IV 525 W 28TH STREET UNIT 956 NEW YORK, NY 10001		Tax Amount Paid			\$1,291.42
		Penalty Paid			12.92
		Printer Fee Paid			
		Excess Bid Paid			
		Total Paid this Receipt			1,304.34
		Other Tax Payments			
		Grand Total Paid			1,304.34

Received by:

RW12

State of Mississippi Real Property

BARRETT RANDALL K & RACHEL L
Tax Year 2016

LRMNOOP 24-1
DR: 1628/0806 05/22/2003-WD
LOTS 3 TO 8 BLK 7 HEWES ADD
HEWES ADD

Harrison
DAVID V. LAROSA, SR.
POST OFFICE BOX 1270
GULFPORT MS 39502
Paid by: ANDERSON ROY IV

Drawer: 11
User: NIT
Paid: Chk# 001053

APIN 30160-00	Receipt # 1615053	Date: 01/31/2017
Tax District 0 26 JD 1	Total Acres	Forest Acres
Parcel Number 0911C-02-033.000 PROP ADDR: 424 2ND ST		Sec. Twn. Rng. 02 08 11

FOLD

FOLD

Class 1 Value	Class 2 Value	Total Value	170131 1548 NIT GCD3P03EA		
True Assessed	63,848 9,547	63,848 9,547			
Type of Tax	Millage	Gross Tax Amount	Regular Homestead	Special Exemption	Net Tax
COUNTY	36.4200	347.70			347.70
CITY	34.0000	324.80			324.80
SCHOOL	64.8500	619.12			619.12

SCANNED



1st Judicial District
 Instrument 2016 5481 D - J1
 Filed/Recorded 8/ 5/2016 03:12 P
 Total Fees \$ 15.00
 2 Pages Recorded

REVIEWED

Prepared By and Return To:
 Schwartz, Orgler & Jordan, PLLC
 12206 Hwy 49
 Gulfport, MS 39503
 (228) 832-8550
 Our File #160892

Indexing Instructions:
 Lots 3, 4, 5 & 6, Blk 7, Hewes Addition
 Harrison County, 1st JD, MS

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

WARRANTY DEED

THAT 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 and sufficiency of all of which is hereby acknowledged,

**RANDALL K. BARRETT and RACHEL L. BARRETT
 2918 LAUREL MIST COURT
 KINGWOOD, TX 77345
 (228) 547-8254**

do hereby grant, bargain, sell, convey and warrant, unto

**ROY ANDERSON, IV
 525 W 28TH STREET, UNIT #956
 NEW YORK, NY 10001
 (228) 297-4009**

the following described property, together with the improvements, hereditaments and appurtenances thereunto situated and located in the County of Harrison, State of Mississippi, and more particularly described as follows, to-wit:

Lots Three (3), Four (4), Five (5) and Six (6), Block Seven (7), HEWES ADDITION, as per the official map or plat thereof, on file and of record in 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, reference to which is hereby made in aid of and as a part of this description.

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

Estimated county ad valorem taxes have been prorated between the parties as a part of the

consideration for this conveyance. In the event the estimates upon which such proration is based prove to be inaccurate for any reason, the Grantee agrees to refund any excess, and the Grantor agrees to pay any deficiency, upon receipt of a copy of the tax statement for the current year and a computation of the true amount due, based on a 365 day year.

THIS CONVEYANCE is also subject to Zoning and/or other land use regulations promulgated by federal, state or local governments affecting the use or occupancy of the subject property.

WITNESS THE SIGNATURES of the Grantors on this the 28th day of July, 2016.


RANDALL K. BARRETT


RACHEL L. BARRETT

STATE OF MISSISSIPPI
 COUNTY OF HARRISON

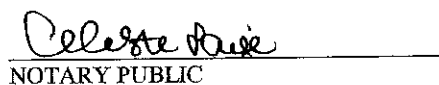
THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, **RANDALL K. BARRETT** and **RACHEL L. BARRETT**, who acknowledged that they signed, executed and delivered the above and foregoing instrument as a voluntary act and deed on the day and year therein mentioned.

GIVEN under my hand and official seal on this the 28th day of July, 2016.

(SEAL)

My Commission Expires:




 NOTARY PUBLIC

PLUM HOMES, INC.
ANDERSON COST ESTIMATE
6/6/2018

	JOB COSTS	ESTIMATES	PLUM HOMES	OWNER PAYMENTS	TOTAL PAID
	ALARM/SOUND SYSTEM				\$0.00
	APPLIANCES	\$8,000.00	13,861.85		\$13,861.85
	BRICK/BLOCK LABOR	\$10,300.00	11,767.50		\$11,767.50
	BRICKS	\$6,600.00	7,101.54		\$7,101.54
	BUILDER'S FEE	\$60,000.00	32,000.00		\$32,000.00
	CABINETS	\$25,000.00	26,427.08		\$26,427.08
	CONCRETE	\$10,300.00	11,504.64		\$11,504.64
	CONCRETE DESIGN AND STAMPING				\$0.00
	CONCRETE FINISHING	\$1,790.00		\$1,780.00	\$1,780.00
	CONCRETE PUMPING	\$1,600.00	1,826.00		\$1,826.00
	DIRT AND LANDFILL	\$2,500.00	1,634.96	\$500.00	\$2,134.96
	DOORS (INTERIOR)	\$2,900.00	4,727.39		\$4,727.39
	DRAFTING/PLANS				\$0.00
	DRIVEWAY (ALLOWANCE)	\$4,000.00	6,025.86		\$6,025.86
	ELECTRICAL	\$22,000.00	21,462.50		\$21,462.50
	ELEVATORS				\$0.00
	ENGINEERING				\$0.00
	EQUIPMENT RENTAL	\$4,000.00	3,641.20		\$3,641.20
	FIREPLACE MANTLES	\$500.00		\$2,800.00	\$2,800.00
	FIREPLACES MATERIALS	\$2,500.00	4,539.65		\$4,539.65
	FIXTURES-ELECTRICAL	\$4,000.00	915.21	\$3,012.05	\$3,927.26
	FIXTURES-PLUMBING	\$6,000.00	12,366.35		\$12,366.35
	FRAMING/FOUNDATION LABOR	\$38,500.00	6,900.00	\$32,875.00	\$39,775.00
	FRAMING/FOUNDATION MATERIALS	\$43,000.00	52,658.64		\$52,658.64
	GARAGE DOORS	\$3,500.00	3,539.56		\$3,539.56
	GASOLINE FOR RENTALS	\$150.00	211.23		\$211.23
	GENERATOR				\$0.00
	GLASS/MIRRORS/SHOWER DOORS	\$1,000.00	2,710.28		\$2,710.28
	GUTTERS				\$0.00
	HARDWARE (BATH, CABINETS,DOORS)	\$300.00	531.00		\$531.00
	HEATING AND AIR	\$20,140.00	20,837.17		\$20,837.17
	HOUSE CLEANING	\$400.00			\$0.00
	INSULATION	\$6,500.00	4,328.74		\$4,328.74
	LOT CLEARING/GRADING/YARD PREP	\$500.00			\$0.00
Revised	FLOORING Wood/Carpet	\$16,500.00	12,828.20		\$12,828.20
3/6/18	Int. & Ext. Tile/ Tile Installation	\$12,400.00	10,942.04	\$4,501.49	\$15,443.53
	Countertops		4,569.49	\$4,271.98	\$8,841.47
	MISC MATERIALS	\$5,000.00	2,710.95		\$2,710.95
	PAINT SUPPLIES/LABOR	\$25,000.00		\$9,000.00	\$9,000.00
	PERMITS	\$900.00	862.00		\$862.00
	PILINGS				\$0.00
	PLASTERING/SHEETROCK LABOR	\$7,765.00	7,920.58		\$7,920.58
	PLASTERING/SHEETROCK MATERIALS	\$4,532.00	3,271.03	\$969.13	\$4,240.16
	PLUMBING	\$21,000.00	19,383.05		\$19,383.05

PLUM HOMES, INC.
ANDERSON COST ESTIMATE
6/6/2018

	PORCH RAILS/STEPS				\$0.00
	PORCH SCREENING				\$0.00
	PORTABLE SERVICES	\$250.00	695.85		\$695.85
	POSTAGE				\$0.00
	ROOFING	\$21,000.00	22,399.89		\$22,399.89
	SHUTTERS				\$0.00
	SIDING MATERIALS				\$0.00
	SITE CLEANING/LANDSCAPE ALLOWANCE	\$1,000.00			\$0.00
	SPECIALTY PRODUCTS/CLOSETS	\$1,200.00			\$0.00
	STAIRS (INTERIOR-LABOR AND MATERIALS)	\$3,800.00	3,310.33		\$3,310.33
	STEEL FOR FOUNDATION	\$1,950.00	1,463.64		\$1,463.64
	TAP FEES/WATER & SEWER	OWNER			\$0.00
	TERMITE PRETREAT OF SLAB	\$911.00	742.58		\$742.58
	TRIM CARPENTRY LABOR	\$6,000.00	5,800.00		\$5,800.00
	TRIM CARPENTRY MATERIALS	\$3,500.00	4,377.58		\$4,377.58
	UTILITIES	\$400.00	657.54		\$657.54
	WASTE DISPOSAL	\$1,200.00	1,375.00		\$1,375.00
	WELDING/METAL WORK				\$0.00
	WINDOWS/EXT. DOORS	\$13,000.00	6,119.31	\$6,678.03	\$12,797.34
	PAYROLL EXP. (Foundation, Framing Labor)	\$4,000.00	4,908.34		\$4,908.34
	DISCOUNTS-APPLIED AS TAKEN				\$0.00
		ESTIMATES	PLUM HOMES	OWNER PAYMENTS	TOTAL PAID
		\$437,288.00	365,855.75	\$66,387.68	\$432,243.43
	\$25000.00 deposit, received on 08/16/2017, will be applied prior to completion.				
			Payment by owner 9/21/17 (Miller)		-\$500.00
			Payment by owner 9/21/17 (Saucier)		-\$4,875.00
			Payment by owner 9/21/17 (Lott)		-\$1,780.00
			Draw Payment 09/29/2017		-\$45,346.12
			Payment by owner 10/06/17 (Saucier)		-\$5,000.00
			Payment by owner 10/13/17 (Saucier)		-\$4,000.00
			Payment by owner 10/20/17 (Saucier)		-\$4,000.00
			Payment by owner 10/27/17 (Saucier)		-\$4,000.00
			Payment by owner 11/2/17 (Saucier)		-\$4,000.00
			Draw Payment 11/02/17		-\$41,026.85
			Payment by owner 11/10/17 Saucier		-\$4,000.00
			Payment by owner 11/17 (Saucier)		-\$3,000.00
			Payment by owner 11/21 Windows		-\$6,678.03
			Payment by owner-paint 11/29		-\$3,000.00
			Payment by owner-sheetrock 11/29		-\$969.13
			Draw Payment 12/05/2017		-\$62,513.47

PLUM HOMES, INC.
ANDERSON COST ESTIMATE
6/6/2018

			Draw Payment 01/05/2018	-\$29,282.18
			Draw Payment 02/02/2018	-\$39,587.66
			Payment by Owner-Allen 2/9/18	-\$3,000.00
			Draw payment 03/12/2018	-\$16,326.14
			Payment by owner-Paint 03/21/18	-\$3,000.00
			Payment by owner-flooring 03/15/18	-\$4,501.49
			Payment by owner-granite dep.	-\$4,271.98
			Draw payment 04/09/2018	-\$41,540.29
			Payment by owner-lighting	-\$3,012.05
			Payment by owner-mantle	-\$2,800.00
			Draw payment 05/11/18	-\$43,617.16
			BALANCE DUE	\$46,615.88



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Dustin Uselton, Assistant Attorney
Economic Development

Date: 10/04/2018

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 164 Markham Drive, Gulfport, Mississippi, in the First Judicial District of Harrison County, and identified as parcel number 1011D-03-015.000.

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 164 MARKHAM DRIVE, GULFPORT, MISSISSIPPI, IN THE FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, AND IDENTIFIED AS PARCEL NUMBER 1011D-03-015.000

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, Kenneth and Catherine Tims, owners of the property located at 164 Markham Drive, Gulfport, Mississippi, in the First Judicial District of Harrison County, and identified as Parcel Number 1011D-03-015.000, have completed the construction of a new residence 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 164 Markham Drive, Gulfport, Mississippi, in the First Judicial District of Harrison County, and which property is identified as Parcel Number 1011D-03-015.000, 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, Kenneth and Catherine Tims, 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 Thousand Ten and 73/100 Dollars (\$210,000.73) for the new residence and have requested abatement of the Municipal ad valorem taxes for the increase in the assessed value of the property.

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

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

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

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

AYES

NAYS

ABSENT/ABSTAIN

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

APPROVED:

MAYOR



September 7, 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 Kenneth R. and Catherine B. Tims

Dear Administration and City Council:

On behalf of the Economic Development Department, I want to verify that Kenneth R. and Catherine B. Tims have met all qualifications and processes for the Hwy. 90 Tax Abatement at his new home at 164 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 blue ink, appearing to read "David L. Parker", with a large, sweeping flourish extending to the right.

David L. Parker, CEcD
Economic Development Director

Downtown 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 Central Business 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 Main Street Association 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 resubmittal

New Construction Project Abatement Criteria

Adherence to SmartCode Standards:

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

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

Occupancy:

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

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

Application Checklist

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

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

Application Summary

Applicant Name*: Kenneth R Tims Catherine B Tims
Applicant Property Address: 164 MARKHAM DRIVE, GULFPORT, MS 39507
Applicant Mailing Address: 164 MARKHAM DRIVE, GULFPORT, MS 39507
Applicant Phone Number: 228-760-6497 Email: Kenneth-Tims@gmci.com
Please select one: _____ Renovation Project X New Construction Project
Estimated Project Amount: \$200,000 Application Submission Date: _____
Estimated Project Start Date: 1-1-2018 Project Completion Date**: 7-13-2018

*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.

9-7-2018
Date

K. Tims Catherine B. Tims
Applicant Signature



1st Judicial District
Instrument 2017-7252-D-J1
Filed/Recorded 10/06/2017 12:25 PM
Total Fees \$13.00
3 Pages Recorded

E-RECORDED simplify

ID: 2017-7252-D-J1
County: HARRISON
Date: 10/6/17 Time: 12:25 P.M.

PREPARED BY AND RETURN TO:
ROBERT D. RILEY/LILEY LAW FIRM
P O BOX 510 GULFPORT MS 39502
228-864-4511/Bar# 5359/FILE#37325

GRANTOR: James M. Dodson
P O Box 6826
Gulfport, MS 39506
228-669-0096

GRANTEE: Kenneth R. Tims
Catherine B. Tims
29 Jay Dr.
Gulfport MS 39503
228-760-6497

INDEX: Part of Lots 11& 12 Blk 1, Gulf Shore
Manor and 10' strip in
6-8-10

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 **JAMES M. DODSON** does hereby sell, convey and warrant unto **KENNETH R. TIMS AND WIFE, CATHERINE B. TIMS**, as tenants by the entirety 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:

SEE ATTACHED EXHIBIT "A"

THE ABOVE DESCRIBED property constitutes no part of Grantor's homestead.

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

W A R R A N T Y D E E D

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 **JAMES M. DODSON** does hereby sell, convey and warrant unto **KENNETH R. TIMS AND WIFE, CATHERINE B. TIMS**, as tenants by the entirety 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:

SEE ATTACHED EXHIBIT "A"

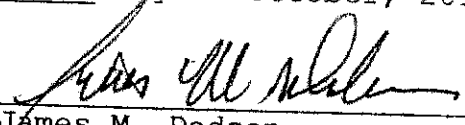
THE ABOVE DESCRIBED property constitutes no part of Grantor's homestead.

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.

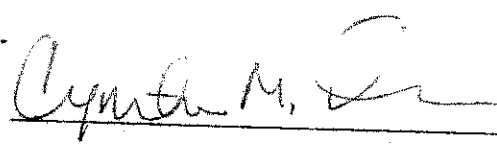
EXECUTED, this the 6th day of October, 2017.


James M. Dodson

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 October, 2017, within my jurisdiction, the within named James M. Dodson, who acknowledged that he executed and delivered the above and foregoing instrument.


Notary Public

My Commission Expires:



DATE	VENDOR	NOMENCLATURE	MATERIAL	LABOR	FEES	Total Bids
7/24/2018	Porta potty	jobsite				69.55
7/17/2018	Lowes	curtain hooks	21.89			
7/13/2018	Mobile Lum	return	-16.47			
7/15/2018	Wilmer	concrete driveway		2500		
7/13/2018	coastline paint	return chalk	-88.09			

130190.78	69,819.95
<i>TOTAL</i>	200010.73

9/7/2018
DR Seims

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 SF DWELLING

Occupancy Classification RESIDENTIAL

Building Permit Number 201702673

Group R3 Type Construction VB

Fire District ☐ Yes ☒ No

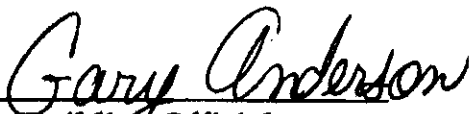
Owner of Bldg. KENNETH R & CATHERINE B TIMS

Owner's Mailing Address 29 JAY DRIVE

Owner's City, State, Zip GULFPORT, MS 39503

Building Address 164 MARKHAM DRIVE

Date: 07/13/2018


Building Official

(12)

POST IN A CONSPICUOUS PLACE



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Dustin Uselton, Assistant Attorney
Engineering

Date: 10/09/2018

Subject: Resolution - authorizing negotiations to acquire real property interests and easements and to do any acts necessary and legal, including prosecution in Special Court of Eminent Domain, to obtain Title for the City under Miss. Code Ann. § 11-27-81, et seq., and, if necessary, to expedite the "Three Rivers – Clifford Road Sewer Project", authorizing special checks to acquire the property interests stated herein, 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
NEGOTIATIONS TO ACQUIRE REAL PROPERTY INTERESTS AND EASEMENTS
AND TO DO ANY ACTS NECESSARY AND LEGAL, INCLUDING PROSECUTION IN
SPECIAL COURT OF EMINENT DOMAIN, TO OBTAIN TITLE FOR THE CITY
UNDER MISS. CODE ANN. SEC. 11-27-81, ET SEQ., AND, IF NECESSARY, TO
EXPEDITE THE “THREE RIVERS – CLIFFORD ROAD SEWER PROJECT”, TO
AUTHORIZE SPECIAL CHECKS TO ACQUIRE THE PROPERTY INTERESTS
STATED HEREIN, AND FOR RELATED PURPOSES**

WHEREAS, the City desires to take over right of way maintenance and install required utilities in the area of Three Rivers Road and Clifford Road; and

WHEREAS, in order to complete this Project, the City must acquire real property interests and utility easements along Three Rivers Road and Clifford Road; and

WHEREAS, pursuant to authority of the Governing Authority, the City has heretofore obtained appraisals to determine the fair market value of compensation and damages (ie, just compensation) that the City shall pay to each land owner and interested party for the utility easements necessitated by this project, and such appraisals were performed by Everette E. Ladner, III, a licensed and certified general real estate appraiser in Gulfport,; and

WHEREAS, the Mayor and City Council (“Governing Authority”) of the City of Gulfport find that authority should be granted to legal counsel to negotiate acquisition at the appraised fair market value, and to commence suit for eminent domain where negotiations are not successful, and to assert the special provisions of state law for immediate entry, possession and title, and for special checks to issue as necessary to acquire the property interest, and to file suit for eminent domain and to obtain immediate entry and title under the quick-take provisions of Miss. Code Ann. §11-27-81, et seq. if necessary to meet project requirements and funding deadlines and to notify each land owner or interested party that the City shall offer the appraised fair market value for the easement acquisition, but the owner may elect to offer the property to the City for less than fair market value; and to pay the Court appointed independent

appraisers such sums not to exceed \$1,000.00, as required by the Special Court of Eminent Domain, and for special checks to pay City's appraisers, and any process fees or court costs required to expedite prosecution of these cases; and

WHEREAS, the City of Gulfport will suffer irreparable harm and delay by exercising the right to condemn the subject property through eminent domain proceedings under authority of Miss. Code Ann. §11-27-1 through §11-27-51, as its sole remedy for relief, and therefore for public convenience and necessity, including relieving flooding in areas near and around Three Rivers Road and Clifford Road, the City of Gulfport is entitled and should be hereby authorized to assert immediate right of possession under the authority of Miss. Code Ann. §11-27-1 through §11-27-51, as amended.

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 Attorney's Office be, and is hereby authorized to negotiate for acquisition of easements, and to offer on behalf of the City of Gulfport to pay just compensation and damages, if any, in the amount of the appraised fair market value, according to the City's retained appraisers or negotiated sums to the owners and interested parties, as follows:

Tax Parcel Number: 0807A-01-019.000. Ownership: Kathy Bosarge, or record title holder, their successors, assigns, and any other interested parties, as their interests may appear, the total sum for acquisition of a permanent right of way according to survey and description attached hereto as "Exhibit A" at the appraised value of \$5,067.00;

Tax Parcel Number: 0807A-01-005.000. Ownership: Heirs of Gladys Bosarge, or record title holder, their successors, assigns, and any other interested parties, as their interests may appear, the total sum for acquisition of a permanent right of way according to survey and description attached hereto as "Exhibit B" at the appraised value of \$3,683.00;

SECTION 3. That fair market value, as established by appraisal and review appraisal shall be offered to each property owner, however the owner may agree to the right-of-way purchase for less than fair market value. That if successful in negotiating this acquisition at the appraised value or negotiated

sum, then “special checks” are hereby authorized to be issued to the property owners and any other interested parties established by legal counsel according to said appraised value or negotiated sum.

SECTION 4. That the Three Rivers Road and Clifford Road Sewer Project is hereby declared to be for a public purpose and the private property interests hereinabove described are hereby found and declared to be necessary for public use (ie, a public necessity), and it is necessary to acquire the property/ies expeditiously, as a result of which the aforesaid legal counsel is hereby authorized and directed to proceed to file and prosecute eminent domain proceedings pursuant to Miss. Code Ann. §11-27-1 through §11-27-91, against the individuals, corporations, partnerships, and any and all other persons or parties having or claiming title or interest in the property hereinabove set forth.

SECTION 5. Further, it is hereby declared that the City of Gulfport, the property owners and the general public shall suffer irreparable harm and delay by exercising the right to condemn the subject property interests pursuant exclusively to the provisions of Miss. Code Ann. §11-27-1 through §11-27-51 as a result of which the City of Gulfport finds and resolves that the City should exercise its rights of immediate title, entry and possession as authorized by Miss. Code Ann. §11-27-81 through §11-27-91, and in such case the City of Gulfport shall be and hereby is authorized to issue “special checks” to the Court Clerk for prepaid deposits and any amounts which may be required to be deposited in accordance with the procedure and provisions set forth in Miss. Code Ann. Section 11-27-85 and to pay the Court appointed independent appraiser as may be ordered by the Court, and for the Court appointed appraiser’s fees not to exceed \$1,000.00, unless otherwise ordered by the Court, as allowed in Miss. Code Ann. Section 11-27-89.

SECTION 6. That the Governing Authority hereby ratifies and approves any and all actions previously taken by the City Attorney’s Office with respect to negotiations with the Owner herein identified.

SECTION 7. This Resolution shall take full force and 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

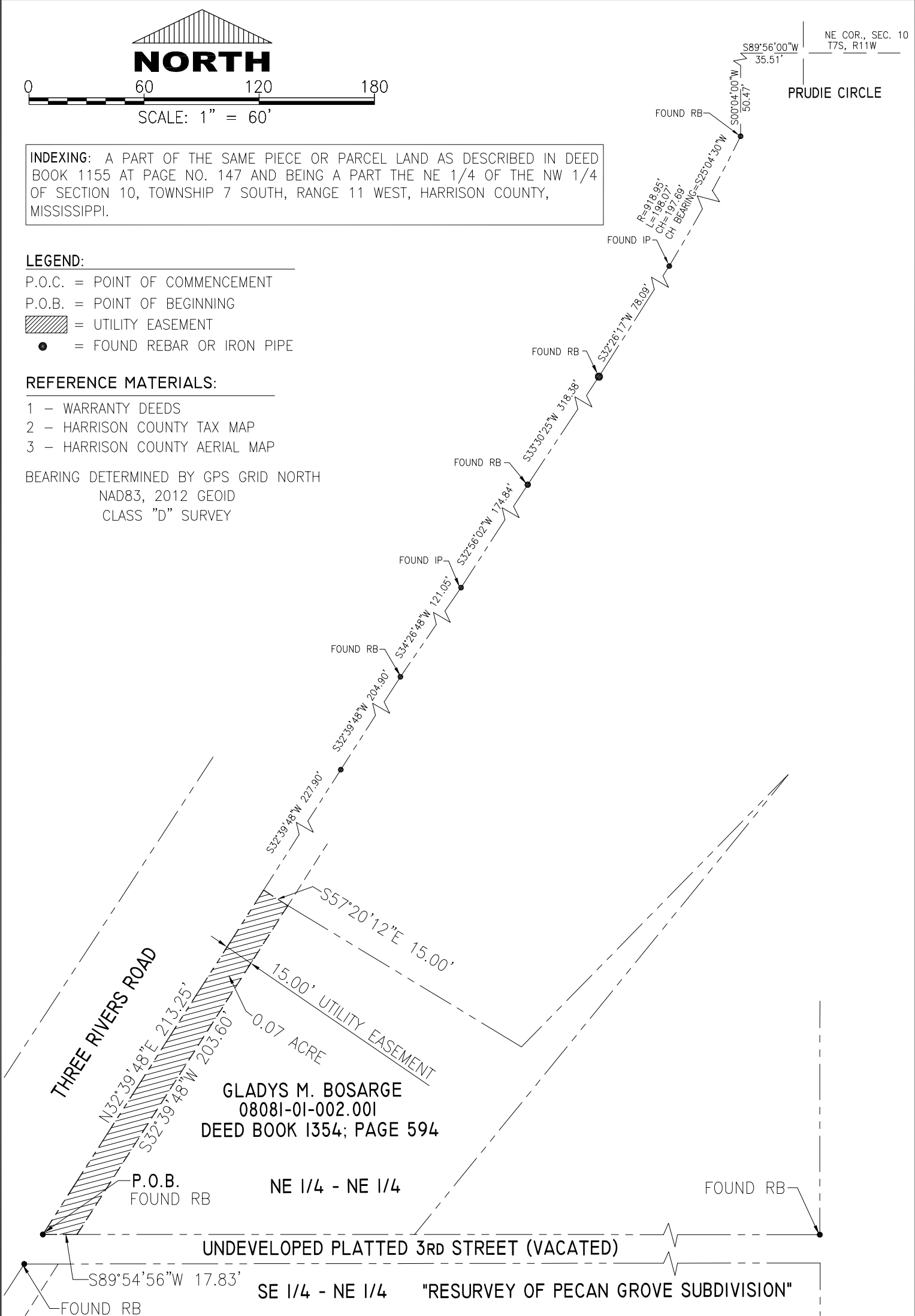
The above and foregoing Ordinance was submitted to and approved by the Mayor, this the _____ day of _____, 2018.

APPROVED:

MAYOR



1 OF 1



	15 FOOT WIDE UTILITY EASEMENT GLADYS BOSARGE PARCEL NUMBER 08081-01-002.001		
	SCALE: 1" = 60'	APPROVED:	DRAWN BY: D, BELL
	DATE: NOVEMBER 30, 2017		REVISION NO.:
	CITY OF GULFPORT ENGINEERING DEPARTMENT 4050 HEWES AVENUE, GULFPORT, MS 39507		
	JOB CREW:		DRAWING NUMBER
	BOOK NO.:		I OF I



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Kris Riemann, Director
Engineering

Date: 10/04/2018

Subject: Resolution - approving Award to Pickering Firm, Inc., for Preliminary Engineering Services in connection with the Landon Road Widening Project, approving Contract between the City of Gulfport and Pickering Firm, Inc., for said work, authorizing the Mayor to execute the same on behalf of the City, 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 AWARD TO PICKERING FIRM, INC., FOR PRELIMINARY ENGINEERING SERVICES IN CONNECTION WITH THE LANDON ROAD WIDENING PROJECT, TO APPROVE CONTRACT BETWEEN THE CITY OF GULFPORT AND PICKERING FIRM, INC., FOR SAID WORK, TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to undertake a project to widen Landon Road in the City of Gulfport from US Highway 49 to Coleman Road to five (5) lanes including railroad and intersection improvements; and

WHEREAS, preliminary engineering services, including but not limited to, environmental studies, field surveying, roadway/pedestrian design, landscaping, streetlights, pedestrian/traffic signal design and preparation of construction plans, are required for the aforementioned project; and

WHEREAS, the Mississippi Department of Transportation has approved the Pickering Firm, Inc., to perform the aforementioned preliminary engineering services and a contract for the said services is attached hereto as Exhibit “A” for consideration; and

WHEREAS, the Council finds that it is in the best interest of the City to award the contract for Preliminary Engineering Services in connection with the aforementioned project to Pickering Firm, Inc., and to approve a contract/agreement with Pickering Firm, Inc., concerning the same (see Exhibit “A” attached hereto).

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

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

Section 2. That the proposal of Pickering Firm, Inc., of Biloxi, Mississippi, be and the same is hereby accepted, and that the contract/agreement attached hereto as Exhibit “A” be and the same is

hereby approved with an NTE of \$239,774.49 and found to be in the best interest of the City, and the Mayor is hereby authorized to execute the same on behalf of the City of Gulfport.

Section 3. That 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

- Project No. STP-9138-00(002)LPA/107221-701000



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

RECEIVED
10/13

October 1, 2018

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

Re: Landon Road Widening
Project No. STP-9138-00(002)LPA
Pickering Project No. 25365.00
Harrison County

Dear Kris:

Submitted herewith for further processing are three (3) signed originals of the Engineering Services Contract on the above captioned project.

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

Sincerely,

Richard C. Ferguson, P.E.
PRINCIPAL

pc: Andy Phelan, P.E., Pickering Firm, Inc.
File

Enclosures

PRELIMINARY ENGINEERING SERVICES CONTRACT

**Landon Road Widening
Project Number STP-9138-00(002)LPA/107221-701000
Harrison County**

This CONTRACT, is made and entered into by and between the **City of Gulfport**, a body Politic of the State of Mississippi (the "LPA"), and, **Pickering Firm, Inc.** (the "CONSULTANT"), a corporation, duly licensed and registered to do business in the State of Mississippi, whose address for mailing is **2001 Airport Road, Suite 201, Flowood, MS 39232**. This CONTRACT shall be effective as of the latest date of execution below.

WITNESSETH:

WHEREAS, the LPA requires the services of a professional engineering firm for the purposes of **engineering design to widen Landon Road from Coleman Road to U.S. 49**, as provided for in **Project Number STP-9138-00(002)LPA/107221-701000**, hereinafter called the "PROJECT"; and

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform engineering services as stated above, hereinafter called the "SERVICES"; and

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those SERVICES, and the LPA has relied upon such representation; and

WHEREAS, the CONSULTANT herein was selected through a Consultant Selection Process pursuant to the Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, Engineering and Design Related Service Contracts, 23 C.F.R. Part 172 (as amended) and found satisfactory by the LPA; which is now desirous of entering into a CONTRACT;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby CONTRACT and agree as follows:

ARTICLE I. GENERAL RECITALS

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

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

Manuals, guides, standards, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and the FHWA and in effect on the effective date of this CONTRACT, unless otherwise specified in this CONTRACT or subsequently directed by MDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall perform the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM, TERMINATION

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA (as demonstrated by the issuance of final payment) or until **December 31, 2019, 12:00 P.M., CDT** whichever comes first, at which time this CONTRACT shall absolutely and finally terminate.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment for SERVICES rendered prior to the date of termination. In addition to payment for SERVICES rendered prior to the date of termination, the LPA shall be liable only for the reasonable costs, fees and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

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

The CONSULTANT has submitted a proposed project schedule to the LPA which has been incorporated herein as a part of "Exhibit 2" which, when approved by final execution of this CONTRACT, shall control the evaluation of the CONSULTANT'S progress on this PROJECT.

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

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor and, said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA by reason hereof. The CONSULTANT shall not make any claim, demand or application for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and designated agents designated in this CONTRACT.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in Exhibit 3.

B. Monthly Billing

The CONSULTANT must submit monthly billing to the LPA. (A sample of a required invoice is attached as "Exhibit 4"). All billing must be submitted in accordance with the Local Public Agency Consultant Operating Procedures. Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. Monthly payments will be made on the basis of a certified time record. The LPA retains the right to verify time and expense records by audit of any or all the CONSULTANT'S time and accounting records at any time during the life of this CONTRACT and up to three years thereafter.

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. **Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.**

The CONSULTANT further agrees that FHWA or any other federal agency may audit the same records at any time during the life of this CONTRACT and up to three years thereafter, should the funding source for all or any part of this CONTRACT be funds of the United States of America.

C. Progress Reports

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

D. Record Retention

The CONSULTANT shall maintain all time and expense records related to the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of this CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA'S expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subconsultants, assignees or transferees.

E. Retainage

The LPA shall retain the final 25% of the CONSULTANT'S Fixed Fees until all the deliverables have been received and found acceptable, the final payment request has been received, and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT shall clearly indicate on its last Invoice for the CONTRACT that the Invoice is "FINAL". The LPA will confirm that the CONTRACT is ready to be closed and the "FINAL" Invoice may be paid. All "FINAL" invoices shall pay any retainage withheld on the CONTRACT. However, under

no circumstances will the total amount paid exceed the maximum not to exceed amount established for the CONTRACT. The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for payment for work done, materials furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims for payment, whether known or unknown, for and on account of said CONTRACT, including payment for all work done, and labor and material furnished in connection with the same. Failure to perform, to the satisfaction of the LPA, all terms of this CONTRACT, which include the Scope of Work and other exhibits, any technical specifications, and special requirements of the LPA, or the CONSULTANT'S failure to perform according to the prevailing industry standards, including standards of conduct and care, format and content, shall be corrected by the CONSULTANT without additional compensation. Neither the LPA's review, approval or acceptance of, nor payment for, the SERVICES required under this CONTRACT shall be construed to operate as a waiver of any rights under this CONTRACT, or of any cause of action arising out of the performance of this CONTRACT. The CONSULTANT shall be and remain liable to the LPA for all damages to the LPA caused by the CONSULTANT's negligent acts, errors and/or omissions in the performance of any of the SERVICES furnished under this CONTRACT. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation. Notwithstanding inspection and acceptance by the LPA or any provision concerning the conclusiveness thereof, the CONSULTANT represents that SERVICES performed and work product(s) provided under this CONTRACT conform (or exceed) the requirements of this CONTRACT.

The CONSULTANT shall submit their "FINAL" invoice no later than 45 days following termination of the CONTRACT.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES being provided under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, designs, studies, maps, or other work product(s) prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, designs, studies, maps, and other work product(s) prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its contractual and professional obligations. CONSULTANT shall correct, at its expense, any of its breaches, negligent acts, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits, and including any technical specifications and special requirements of the LPA, to the satisfaction of the LPA, and shall be responsible for any negligent acts, errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach

including any negligent acts, errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction or any phase of work, then an accounting of all costs incurred by the LPA resulting from such breach, including any negligent acts, errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

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

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

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense, including reasonable attorney fees, to the extent caused by any negligent act, actions, neglect, error or omission by the CONSULTANT, its agents, employees, or subconsultants during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which the LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subconsultants will be liable under this provision for damages arising out of the injury or damage to persons or property to the extent caused by or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify the CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving the CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish proof of insurance through Certificates of Insurance and, at MDOT's request, copies of insurance policies of the following:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Commercial General Liability Insurance with a minimum combined limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence.
- C. Errors and Omissions (Professional Liability) Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim; One Million Dollars (\$1,000,000.00) annual aggregate.
- D. Comprehensive Automobile Liability Insurance, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subconsultant or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, the CONSULTANT agrees to obtain from said subconsultant or other personnel, certificates of insurance demonstrating that said subconsultant or other personnel shall have sufficient coverage, or CONSULTANT agrees to include said subconsultant or other personnel within the CONSULTANT'S coverage for the duration of this PROJECT or phase for which said subconsultant or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the entire term of the CONTRACT. The LPA shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should CONSULTANT cease to carry the errors and/or omissions coverage listed above for any reason, it shall obtain "tail" or extended reporting period coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer.

All insurance carriers shall be licensed and in good standing with the Office of the Insurance Commissioner of the State of Mississippi.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to beginning any work under this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required insurance are in full force and effect. All policies of required insurance shall give thirty days written notice to the LPA before the effective date of cancellation or reduction in limits of any required insurance.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the MDOT. For breach or violation of this warranty, the LPA shall have the right to annul this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLE XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be negotiated and executed between the parties in the event that both parties agree the CONSULTANT'S compensation should be increased due to an increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of MDOT, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before the modifications, amendments, or addenda become effective.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the contract maximum not to exceed amount, extensions of time or changes in the goals and objectives of this CONTRACT may be made by written notification of such change by either the MDOT or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, subcontract, sublet or transfer any or

all of its interest in this CONTRACT without prior written approval of the LPA. Under no condition will the CONSULTANT be allowed to sublet or subcontract more than 60% of the work required under this CONTRACT. It is clearly understood and agreed that specific projects or phases of the work may be sublet or subcontracted in their entirety provided that the CONSULTANT performs at least 40% of the overall CONTRACT with its own forces. Consent by the LPA to any subcontract shall not relieve the CONSULTANT from any of its obligations hereunder, and the CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontracts documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subconsultant cost estimates for review and written concurrence of the LPA in advance of their execution.

The CONSULTANT shall make prompt payment to all subconsultants no later than 15 days from receipt of each payment the LPA makes to the CONSULTANT. Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all Subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report). The CONSULTANT shall pay all retainage owed to the subconsultant for satisfactory completion of the accepted work within 15 days after receipt of payment.

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

The CONSULTANT agrees that all reports, documents, computer information and access, software, drawings, studies, notes, maps and other data and products, prepared by and for the LPA under the terms of this CONTRACT shall become and remain the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA, regardless of any claim or dispute between the parties. All such data and products shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for SERVICES and each party considers the products and results of the SERVICES to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now

known or hereafter invented or devised. The LPA 'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

All approved releases of information, findings, and recommendations shall include a disclaimer provision and all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in **Harrison** County, Mississippi, and all questions including but not limited to questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in **Harrison** County, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. The CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for compliance with TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. The CONSULTANT shall comply with the provisions set forth in Department of Transportation regulations, Uniform Administrative Requirements for Grants and Cooperative Agreements, 49 CFR, Part 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements (as amended) in its administration of this CONTRACT or any subcontract resulting herefrom.
- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental

entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT

- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

- A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms

and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

- (1) Cancel the stop work order; or
- (2) Terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT and/or the LPA may notify the CONSULTANT, in writing, of MDOT'S or the LPA's intentions to ask the LPA or CONSULTANT to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT or the LPA, the CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

- B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.
- C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for SERVICES rendered prior to the Termination. In addition to payment for SERVICES rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

The CONSULTANT agrees that Key Personnel identified as assigned to phases hereunder as set forth in this CONTRACT or as established in the organizational chart of the CONSULTANT's proposal, shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties:

CITY OF GULFPORT:

For Contractual Matters:

Mayor Billy Hewes

2309 15th Street

Gulfport, MS 39501

Telephone: 228.868.5700

Facsimile: 228.868.5800

Email: mayorsoffice@gulfport-ms.gov

For Technical Matters:

Robert K. Riemann, P.E.

4050 Hewes Avenue

Gulfport, MS 39507

Telephone: 228.868.5740

Facsimile: 228.868.5822

Email: kriemann@gulfport-ms.gov

PICKERING FIRM, INC.:

For Contractual Matters:

Richard C. Ferguson, P.E.

2001 Airport Road, Suite 201

Flowood, MS 39232

Telephone: 601.956.3663

Facsimile: 601.956.7817

Email: rferguson@pickeringfirm.com

For Technical Matters:

Andy Phelan, P.E.

126 Rue Magnolia

Biloxi, MS 39530

Telephone: 228.432.5925

Facsimile: 228.432.5928

Email: aphelan@pickeringfirm.com

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

P.E. #12953

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architect's and Surveyors

P.E. #19480

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the ____ day of _____, 2018.

CITY OF GULFPORT

Mayor Billy Hewes

WITNESS this my signature in execution hereof, this the 1st day of October, 2018.

PICKERING FIRM, INC.

Rick Ferguson
Rick Ferguson, P.E.

ATTEST:

Patricia Janni

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

LIST OF EXHIBITS

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

EXHIBIT 1

{{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}}

{{{{Attach a copy of authority to execute contracts on behalf of the Consultant Corporation here}}}}

**CERTIFIED COPY OF RESOLUTION ADOPTED
AT A REGULAR MEETING OF THE
BOARD OF DIRECTORS OF PICKERING, INC.
April 18, 2016**

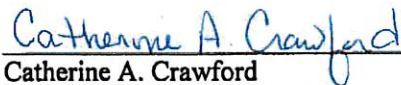
I, Catherine A. Crawford, hereby certify that I am duly elected and qualified Secretary of Pickering, Inc. (the "Corporation"); that the following resolution was adopted in accordance with the By-Laws of the Corporation and the laws of the State of Tennessee at a regular meeting of the Board of Directors of the Corporation duly called, held and convened on the 18th day of April, 2016, a quorum of the Directors being present and acting throughout the entire meeting; and that said resolution is now in full force and effect:

WHEREAS, the Corporation is desirous of entering into Engineering Agreements and/or amendments and modifications thereto ("Agreements") with the Mississippi Department of Transportation from time to time for the performance of certain professional engineering services, either directly or through its wholly owned subsidiary Pickering Firm, Inc.; and

WHEREAS, the Mississippi Department of Transportation requires a Special Resolution of the Board of Directors authorizing (1) the Corporation to enter into aforesaid Agreements and (2) empowering specific corporate officers to execute aforesaid Agreements;

RESOLVED, that the Corporation be and is hereby authorized to enter into aforesaid Agreements and that Michael E. Pohlman, President, Pickering, Inc. and Nat Whitten, Principal, Pickering, Inc., Curt Craig, Principal, Pickering, Inc. and Rick Ferguson, Principal, Pickering, Inc. be and are hereby empowered to execute said Agreements on behalf of the Corporation or its subsidiary companies (Pickering Firm, Inc., Pickering Builders, Inc., etc.).

IN WITNESS WHEREOF, I hereunto subscribe my name as Secretary this 18th day of April, 2016


Catherine A. Crawford
Secretary


Attest

EXHIBIT 2

SCOPE OF WORK

DESCRIPTION OF PROJECT:

This CONSULTANT shall provide all necessary professional services required to complete all necessary field surveying, the determination of required Right-of-Way limits, geotechnical investigation, Roadway design, Traffic Control, and roadway hydraulic design for the preparation of construction plans. The PROJECT is for the widening of Landon Road from Coleman Road to U.S. 49 in the City of Gulfport (LPA). The PROJECT will widen approximately 1,600' of Landon Road and realign the existing intersection of Coleman Road. The typical section for Landon Road will be a curbed 5 lane roadway with a multi-use path on the south side of Landon Road. The CONSULTANT shall prepare all plans, specifications, and provide a State Estimate (PS&E Assembly) as indicated in the LPA Project Development Manual.

The following engineering services shown below in the services to be provided by the Consultant section shall be performed by the CONSULTANT on behalf of the LPA in accordance with this CONTRACT at the direction of the LPA.

A project schedule is required. Work progression is to proceed in accordance with the attached agreed project schedule. The following engineering services shall be performed by the CONSULTANT in accordance with this CONTRACT and the latest Project Development Manual (PDM) for the LPA at the time of the execution of this contract. Where this CONTRACT and the PDM defer, the PDM shall govern.

A monthly status report along with an updated project schedule is required. This report is to be submitted by the 7th of each month to the LPA for their signature and then submitted to the District LPA Coordinator. This monthly report is to be submitted by the CONSULTANT and will update the LPA on the status of the project. Recent milestones in plan development, such as the submittal of plans for review, shall be documented. Also, the target dates for the future milestones should be included.

SERVICES TO BE PROVIDED BY THE CONSULTANT:

Services to be provided include professional civil engineering services necessary to prepare plans and specifications for the widening of Landon Road from Coleman Road to U.S. 49 in the City of Gulfport.

As directed, the CONSULTANT shall provide engineering/technical assistance to perform specific assignments requiring needed expertise or staff resources unavailable to the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and adopted by the MDOT and in effect on the effective date this CONTRACT unless otherwise specified in the CONTRACT or subsequently directed by the MDOT during the course of this CONTRACT.

The design of roadways shall be in compliance with the MDOT Roadway Design Manual, and supplemented with updated design policies as described in design memos located on the MDOT Roadway Design Division's File Transfer Protocol (FTP) site, American Association of State Highway and Transportation Officials (AASHTO)'s Policy on Geometric Design Of Highways and Streets; MDOT Standard Drawings (roadway and bridge), MDOT Roadway CADD Manual; MDOT Standard Specifications for Road and Bridge Construction; Manual on Uniform Traffic Control Devices (MUTCD); MDOT Access Management Policy; and MDOT Survey Manual. The latest edition of the aforementioned documents shall be used.

Hydraulic design shall conform to the MDOT's Roadway Design Manual, 23 CFR 625, 630 AND 650, 44 CFR Part 60.3(d)(3), the Floodplain Management Regulations for the State of Mississippi (Chapter 5, General

laws of 1979, 1st Extraordinary session of the State, as amended) and Federal Emergency Management Agency (FEMA) regulations and any other State or Federal regulations as appropriate.

This project shall be performed using English units, unless stated otherwise by the MDOT.

It is the responsibility of the CONSULTANT to request and receive approval from the LPA's Project Manager prior to making any changes to plans developed under this contract. This requirement includes plans developed by any subconsultants.

DETAILED DESCRIPTION OF THE SCOPE OF WORK:

The CONSULTANT shall perform all the following services for each Task unless specifically stated otherwise:

Task I – Project Activation

The pre-design conference is to discuss LPA PDM procedures, contract administration, data required by this CONTRACT, the design criteria, and other matters as the parties deem necessary. After the Pre-Design Conference, the Project Director shall authorize the CONSULTANT to proceed with the engineering design. The CONSULTANT shall assist the LPA with Project Activation in accordance with the PDM.

Task II – Design And ROW Survey

Surveys shall at all times comply with the following:

1. MDOT Survey Manual;
2. Mississippi Board of Registration for Professional Engineers and Land Surveyor's "Standards of Practice for Surveying" in Mississippi. All traverses and right of way monument locations (being set) shall meet with Class "A" of the standards of practice specifications and traverses shall be properly adjusted according to good surveying practices. Side ties or other locations of improvements or features shall meet the class specification normally required by said minimum standards;
3. Land Surveying laws as defined in the Mississippi Code of 1972 as well as current case law including interpretations of those laws by the judicial branches of the United States and State of Mississippi governments;
4. Local Zoning and Subdivision laws and regulations in the project area. (Properties falling within the required right of way are not subject to these regulations. However, the remainder portion of the original tract may be affected by the MDOT acquisitions.); and
5. Specific instructions as required by the Mississippi Department of Transportation on individual Projects.

Design Survey

The CONSULTANT shall survey the project utilizing standard surveying practices as required to prepare preliminary and final contract plans in accordance with the current MDOT Design Manual. The work shall be performed in accordance with the current MDOT Survey Manual, , including the following:

1. Establish horizontal and vertical control, intermediate control and centerline in accordance with the current MDOT Survey Manual.
2. Perform hydraulic survey according to the MDOT Survey Manual.
3. Participate in centerline inspection (hub-line review) immediately following its location to determine if any adjustments are necessary. The CONSULTANT shall make all necessary

adjustments resulting from this inspection, and shall also make any adjustments necessary as a result of the centerline inspection(s) from the adjacent project(s).

4. Perform complete topographic survey along proposed centerline in accordance with the current MDOT Survey Manual.
5. Existing highway ROW, local road ROW, railroad ROW, and utility ROW that fall within the topographic limits of the project shall be collected.
6. Any local road to be relocated on the project will be submitted to the LPA for approval. A site visit by the appropriate representatives of the LPA and MDOT will be made with the CONSULTANT to review the proposed relocations. The approved relocations will then be staked and cross-sections developed by one of the methods outlined in the current MDOT Survey Manual.
7. In the case of any discrepancy or ambiguity between the MDOT Survey Manual, the Mississippi Board's "Standards of Practice" or specifications listed within this CONTRACT the CONSULTANT shall adhere to the most stringent requirement for the specific task in question, unless otherwise directed in writing by a representative of the MDOT authorized to make alterations to this CONTRACT.
8. The location of any utility shall be delineated, as described in the current MDOT Survey Manual.
9. The centerline shall be staked and flagged on 100-foot station intervals prior to the Field Review. All staking shall be in accordance with the MDOT Survey Manual.
10. Specific locations of ROW lines shall be cleared and staked at approximately 100 foot intervals as requested by the LPA. These locations include local road crossings plus an additional length of 200 feet as measured along the ROW line staked. This is in addition to staking of the complete project ROW once Maps and Deeds are complete.

ROW Survey – Less Than 5 Parcels

Upon the completion of the Field Review Plans, the CONSULTANT will prepare FINAL RIGHT OF WAY MAPS AND DEEDS including deed research, location of property lines, preparation of acquisition (appraisal) maps and preparation of plats for conveyance and legal descriptions prepared in accordance with the Standards of Practice for Surveying in the State of Mississippi. Not included are a title search, property acquisition and closing.

RIGHT OF WAY PLATS and legal descriptions shall be completed, checked, sealed and signed by the CONSULTANT'S Professional Land Surveyor prior to submittal to the LPA. At least two (2) copies per individual landowner shall be submitted bearing an original Seal and signature of the PLS or PE/PLS. Ideally, an individual (letter or legal size) parcel plat per landowner should be produced, but under circumstances whereby standard engineering scaled drawings provide a clear and legible plat, several small adjoining parcels may be combined on the same plat. Legal descriptions shall be identified clearly with accompanying plats and provided to the LPA.

The RIGHT OF WAY ACQUISITION MAP is a composite mosaic of the individual parcels which are to be acquired on the project. This map is used by the appraisers and negotiators to present the information to the landowners during the acquisition phase of the RIGHT-OF-WAY process. The map includes a layout sheet which locates the project on the highway, showing a Point of Beginning and an End of Project, or Work Sites in the case of bridges or intersection projects. The following sheets are generally at a scale of 1"= 100', 1"= 200', or 1"= 400' (depending on the amount of information

presented and the size of the project). Each parcel to be acquired is identified by parcel number, owner name, and area of take. The remaining area is shown for the parent parcel of each take area. Also, each instrument needed to acquire the properties is identified on the maps. Instruments include Warranty Deeds (W-deeds), Quitclaim Deeds (Q-deeds), Temporary Easements (T-deeds), Permanent Easements (E-deeds) and Access Rights Deeds (G-Deeds). The maps are printed out on E-size sheets on reproducible film media when finalized to preserve the information.

The CONSULTANT shall adhere to the SMD Section's SOPs and the requirements set forth in the Right of Way Manual in the preparation of Maps and Deeds. The SMD Section Leader may review any or all parts of the Maps and Deeds in order to check compliance with the SOPs and the Right of Way Manual.

Once Maps and Deeds are complete, iron pins (3/4" x 30" rebar) shall be set at the locations of proposed ROW monuments. Accuracy standards for placement of monuments shall be 0.05 feet relative to the project control established by the MDOT or in accordance with Mississippi Board's "Standards of Practice, Class "A", for surveying in the State of Mississippi as set forth and published by the State Board of Registration for Professional Engineers and Land Surveyors". The more stringent of these two accuracy standards will apply and shall be used. The top of the pins shall be two to six inches below the ground surface. All ROW lines shall be cleared and staked at 100-foot intervals.

The CONSULTANT acknowledges that revisions to plans and to maps and deeds shall be given high priority treatment, especially after the release of a complete set of maps and deeds. The CONSULTANT shall complete revisions to maps and deeds in a timely manner that will not impede the progress of the appraisal and acquisition phases of the right-of-way process.

The CONSULTANT shall prepare and properly execute a Right of Way Certification for MDOT approval including: certification for the acquisition of R.O.W., utility status report, existing R.O.W. encroachment certification, and hazardous material clearance certification.

Task III – Geotechnical Investigations

The CONSULTANT will investigate sub-surface soil and geological conditions along the project route as required to provide the necessary design criteria for pavement support criteria and other as required by MDOT.

Design Criteria for pavement support shall be determined from a Centerline Soil Profile. The specific objective of this study is to determine the quality and type of soils located along the project. The centerline soil profile shall be completed prior to the submittal of the Field Review Plans so that the plans reflect slope requirements in areas that contain high-volume-change soils.

The CONSULTANT shall perform necessary field and laboratory work to develop and provide the complete soil profile along the centerline of survey. The soil survey shall be performed by the CONSULTANT in such a manner as necessary to produce a report similar in content and format commonly developed by MDOT, and in accordance with MDOT Standard Operating Procedures *TMD-20-14-00-000 – Standard Design Procedures for Construction of Roadways Through High Volume Change Soils*.

The CONSULTANT shall identify the types of soils along the proposed alignment, evaluate their potential use as fill materials, and locate any undesirable low strength surface soils which may require undercutting or other remedial measures for construction. From the original soil profile, a tentative base design will be formed and any undesirable strata shall be noted for special consideration. It is of distinct value in determining soil strata placement during grading operations where better soils should be placed at grade and poor soils below.

Prior to the beginning of the field exploration, the CONSULTANT shall submit the proposed plan of work to the LPA for MDOT for review and approval. As a general rule, soil borings should be spaced a maximum of 200 feet apart along the centerline and drilled to a depth of 3 feet below the proposed subgrade line in cut sections or natural ground in fill sections. The spacing and depth of soil borings should vary if unusual conditions are encountered such as rock layers, water strata, or weak deposits (muck or unstable material). The auger method of drilling for disturbed samples is generally suitable for identification of the materials obtained.

Additional laboratory tests and analyses, which are not specified in TMD-20-14-00-000, shall be performed by the CONSULTANT. These include:

1. Estimated CBR, from charts supplied by the LPA;
2. Volume Change, AASHTO T 92;
3. pH, Mississippi Test Method MT-30;
4. Soil Resistivity, Mississippi Test Method MT-47.

The CONSULTANT shall prepare a report of the findings of the soil survey. This report shall include recommendations for handling unsuitable or undesirable soils, copies of the laboratory test results on MDOT form TMD-683, or equivalent, and the centerline soil profile. The centerline soil profile shall show the limits of each soil type identified, with each type labeled with:

1. an identification number to reference it to the laboratory test results,
2. AASHTO classification,
3. Unified Soils classification,
4. estimated CBR.
5. % Volume Change (if applicable)

The CONSULTANT shall provide 10 copies of the report to the LPA Project Manager, or his or her designee. The CONSULTANT shall be responsible for obtaining permits, licenses, and/or authority from public agencies required for the conduct of his operations under this CONTRACT, including payment of any charges for the same, and shall not work or use public property without such authority, licenses, or permits. This also applies to permits required to transport equipment over or across public thoroughfares. The CONSULTANT will also be required to notify private landowners and to obtain Task access and permission to enter or work on their property. The LPA shall be notified in writing within 5 working days of any landowner's refusal to grant access to their property.

All foundation investigation work – drilling, soils classification, laboratory testing – and all other work in connection therewith, shall follow procedures outlined in AASHTO publication, *Manual on Subsurface Investigation, 1988*.

Task IV– Field Review Plans

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

The CONSULTANT shall prepare and submit Field Review Plans in accordance with the LPA's format. The Field Review Plans shall contain: Title sheet, typical sections, preliminary listing of pay items, plan sheets showing all geometrics, profile grades, construction limits, preliminary temporary traffic control plans, preliminary traffic signal plans for the modification of the existing signal at Daniel Boulevard and Old U.S. 49

and the existing signal at U.S. 49 and Landon Road, preliminary lighting plans, preliminary earthwork quantities and the size and location of all drainage structures. Cross drain structures shall be plotted on the cross sections.

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

The CONSULTANT shall provide pole locations, proposed secondary power controller locations and proposed wiring runs. During the Field Review these locations will be reviewed and evaluated. Any conflicts with other roadway features will be noted and possible solutions will be discussed. Plans shall also indicate the proposed pole heights, arm lengths and foundation dimensions.

The CONSULTANT shall provide documentation of the photometric coverage of the proposed lighting layout. This should be a computer generated document using a suitable roadway luminaire and meet the requirements of IES, AASHTO and FHWA lighting design for this type of roadway.

Subsequent to the Field Review, the CONSULTANT shall make all necessary changes which arise during the inspection. Ten (10) sets of preliminary plans shall be submitted to the MDOT and the LPA for review and approval. Allow approximately three (3) weeks for review by the MDOT and the LPA.

After the field review is conducted, the CONSULTANT shall provide the LPA with an updated construction cost estimate. The estimate shall be based on historical cost data from similar MDOT projects.

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

Field Review Plans shall be submitted in the following two formats:

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

Roadway Hydraulic Design (Drainage Area < 1000 acres):

A. Hydraulic analysis and design requirements

The CONSULTANT shall base the design on the most effective and economical methods that allow runoff waters to be passed through and removed from the roadway. Drainage installations should not create hazardous conditions for traffic operations, nor should they adversely affect conditions of adjoining properties.

Roadway hydraulic design, including hydrology, channels, culverts, energy dissipators, storm drainage systems, and storage facilities, shall be in conformance with the publications listed in I. GENERAL REQUIREMENTS of this Scope of Work and those listed below.

The current editions of the major reference publications for hydraulic design of highways are as follows (in addition to any other publications that are applicable to engineering industry standards):

- i. FHWA publication *Hydraulic Design of Highway Culverts*, Hydraulic Design Series Number 5 (HDS-5);
- ii. FHWA publication *Hydraulic Design of Energy Dissipators for Culverts and Channels*, Hydraulic Engineering Circular No. 14 (HEC-14);
- iii. FHWA publication *Design of Roadside Channels with Flexible Linings*, Hydraulic Engineering Circular No. 15 (HEC-15); and
- iv. FHWA publication *Urban Drainage Design Manual*, Hydraulic Engineering Circular No. 22 (HEC-22).

The hydraulic design shall be performed using a nationally recognized and readily available computer program specifically developed for aiding in the design of roadway drainage structures, culverts, and/or storm water conveyance systems and containments. Acceptable software for drainage design applications may include HY-8 Culvert Hydraulic Analysis Program, FHWA Hydraulic Toolbox, HEC-RAS, PondPack, StormCAD, StreamStats, HEC-HMS, WMS, and SMS.

For any project located in or across a FEMA Regulatory Floodway, or where base flood elevations have been determined as shown on the NFIP maps, the CONSULTANT shall obtain the step-backwater hydraulic model for the specified stream and community from FEMA. Modification of this input data will be required to demonstrate that the proposed hydraulic improvements or structure(s) will not impact the pre-project base flood elevations, regulatory floodway elevations, or regulatory floodway widths.

For structures with drainage areas less than 1000 acres, the design flood for encroachments by through lanes of interstate highways shall not be less than the flood with a two (2) percent chance of being exceeded in any given year, per 23 CFR 650.115.

For storm drainage systems that collect, convey, and discharge stormwater flowing within and along the highway Right-of-Way, the storm sewer system design shall be completed in accordance with the requirements and format set forth herein. The storm drainage system shall be designed so that the post-construction peak flow rate at any point where runoff leaves the project Right-of-Way shall be less than or equal to the pre-construction conditions, when applicable.

For temporary drainage structures and/or culverts that may be necessary for detour roads or other non-permanent locations, the temporary hydraulic design shall be completed in accordance with current MDOT policies and requirements, MDOT Design Memos, and any other guidance as applicable.

The sediment basin design shall be completed in accordance with current MDOT policies and requirements, MDOT Design Memos, and any other guidance as applicable.

B. Hydraulic Plan Requirements

Pursuant to the Hydraulic Structure Recommendations, drainage details for all culverts and cross drains, including any that are necessary for detour roads and any other non-permanent locations, storm drainage systems, and sediment basins, shall be provided and placed accordingly in the drainage design file and referenced into the Plan-Profile Sheets.

For urban projects, the storm sewer design shall be depicted on separate Left and Right 1" = 20' Plan-Profile Sheets.

The following Plan-Profile Sheet information shall be provided at a minimum:

- i. The plan view shall show all existing and proposed structures in the proper location, and include corresponding labels as to length, size, and type. Any existing drainage structures that conflict with proposed work shall be labeled to be removed. For storm drainage systems, an identifying structure tag (with corresponding tag in profile view) and a directional flow arrow on all pipes shall be included. For sediment basins, the location and type shall be shown.
- ii. The profile view shall show the structures in the proper location, and shall be drawn to proper flow lines and dimensions. Pipe slopes and any special ditch slopes shall be labeled.
- iii. A detailed description of each structure shall be provided in the profile view, including, but not limited to:
 - aa. Station;
 - ab. Type;
 - ac. Size;
 - ad. Length;
 - ae. Drainage area;
 - af. Flowlines;
 - ag. Skews;
 - ah. Inverts; and
 - ai. Dimensions when applicable, openings with pipe sizes, etc.
- iv. For silt basins, the following shall be included:
 - aa. Station;
 - ab. Basin type;
 - ac. Drainage area; and
 - ad. Dam length and height.
- v. For flat-bottom ditches, the following shall be included:
 - aa. Location;
 - ab. Station range of special ditch;
 - ac. Bottom widths;
 - ad. Side slopes; and
 - ae. Armoring when applicable.

Cross sections shall include all existing, proposed, and temporary structures, labeled and drawn to proper flowlines and dimensions, in the cross section file provided by Roadway Design Division. A cross section shall be included at all drainage structure locations. The drainage structure cross sections shall not be in a separate cross section file.

C. HYDRAULIC CALCULATIONS AND REPORT REQUIREMENTS

A Hydraulic Report shall be provided on all Roadway projects. The format of the Roadway Hydraulics Design submittals shall be in report style, including, when applicable:

- i. Table of contents;
- ii. Introduction and methodology;
- iii. Design criteria;
- iv. Hydrology;
- v. Culvert Design Form(s);
- vi. Coverage area map including sub- and overall drainage areas;

- vii. Cross drains analyses;
- viii. Side drains analyses;
- ix. Ditch analyses;
- x. Storm system analyses; and
- xi. Sediment basin analyses.

For projects with storm sewer systems, a chart shall be included with detailed information of the system, including, but not limited to:

- i. Structure type;
- ii. Station;
- iii. Drainage area;
- iv. Flow rate;
- v. Velocity;
- vi. Intercepted flow;
- vii. Bypass flow;
- viii. Spread as applicable; and
- ix. Flow into each pipe in the system.

HYDRAULIC MODELS AND CALCULATIONS: Hydraulic models for projects affected by a FEMA Regulatory Floodway shall be provided when applicable. Input and output from software and any other calculations used in hydraulic design shall be provided:

“NO-RISE/NO-IMPACT” CERTIFICATION: If the project is located in or across a FEMA Regulatory Floodway, or base flood elevations have been determined as noted on the NFIP maps, the CONSULTANT shall obtain the step-backwater hydraulic model for the specified stream and community from FEMA. The CONSULTANT shall complete a “No-Rise/No-Impact” certification and report. The report shall contain all needed documentation and technical data required by a “No-Rise/No-Impact” certification for MDOT’s review. The step-backwater hydraulic model shall be modified to demonstrate that the proposed hydraulic improvements or structure(s) will not impact the pre-project base flood elevations, regulatory floodway elevations, or regulatory floodway widths. The certification shall be signed, sealed, and dated by the CONSULTANT’S engineer.

CLOMR and LOMR APPLICATIONS: In the event a “No-Rise/No-Impact” is not possible, or a longitudinal encroachment of the roadway embankment will occur within the floodway, an application for revisions to the NFIP maps shall be required at the discretion of MDOT. The CONSULTANT shall be required to prepare for submittal an application for CLOMR, LOMR, and the required supporting data and documentation to the participating community and FEMA. The certification shall be signed, sealed, and dated by the CONSULTANT’S engineer.

Task V - Office Review Plans

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

The CONSULTANT shall prepare and submit Office Review Plans in accordance with the LPA’s format. The Office Review Plans shall contain: Title sheet; detailed index, general notes, typical sections, summary of quantities, estimated quantities, plan sheets, special design sheets, traffic control plans, erosion control sheets, permanent directional signing sheets that include layouts, detailed pavement marking sheets, final lighting plans, final traffic signal plans for the modification of the existing signal at Daniel Boulevard and Old U.S. 49 and the existing signal at U.S. 49 and Landon Road, final cross-sections and all notes and data used to develop the plans.

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

Final traffic signal plans shall include layout of traffic signal poles, vehicle detection and controllers, type of poles to be used, equipment and component design, design of interconnected traffic signal systems, including adaptive traffic signal control systems when applicable and design/method of interconnection.

After the Office Review plans (100% plan development, pending final review) are complete, the CONSULTANT shall submit one (1) set of reproducible plans and quantity calculations in 8.5"x11" format for review by the LPA. A pdf file of the quantity calculations shall also be submitted. A final Office Review will be required and the CONSULTANT shall be required to attend. Allow approximately three (3) weeks from the submittal date of the reproducibles for scheduling and completing the Office Review. In the office review, the LPA shall review and mark the plans with all required revisions.

After the Office Review is conducted, the CONSULTANT shall provide the LPA with a written updated construction cost estimate. This estimate shall be based on the plan quantities and historical cost data for the pay items.

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

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

Final contract plans shall be submitted as original drawings.

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

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

Task VI – PS&E Assembly/Advertisement

Submittal and authorization of the PS&E Assembly is the final stage of project development. The LPA must obtain authorization of the PS&E Assembly prior to advertising the project.

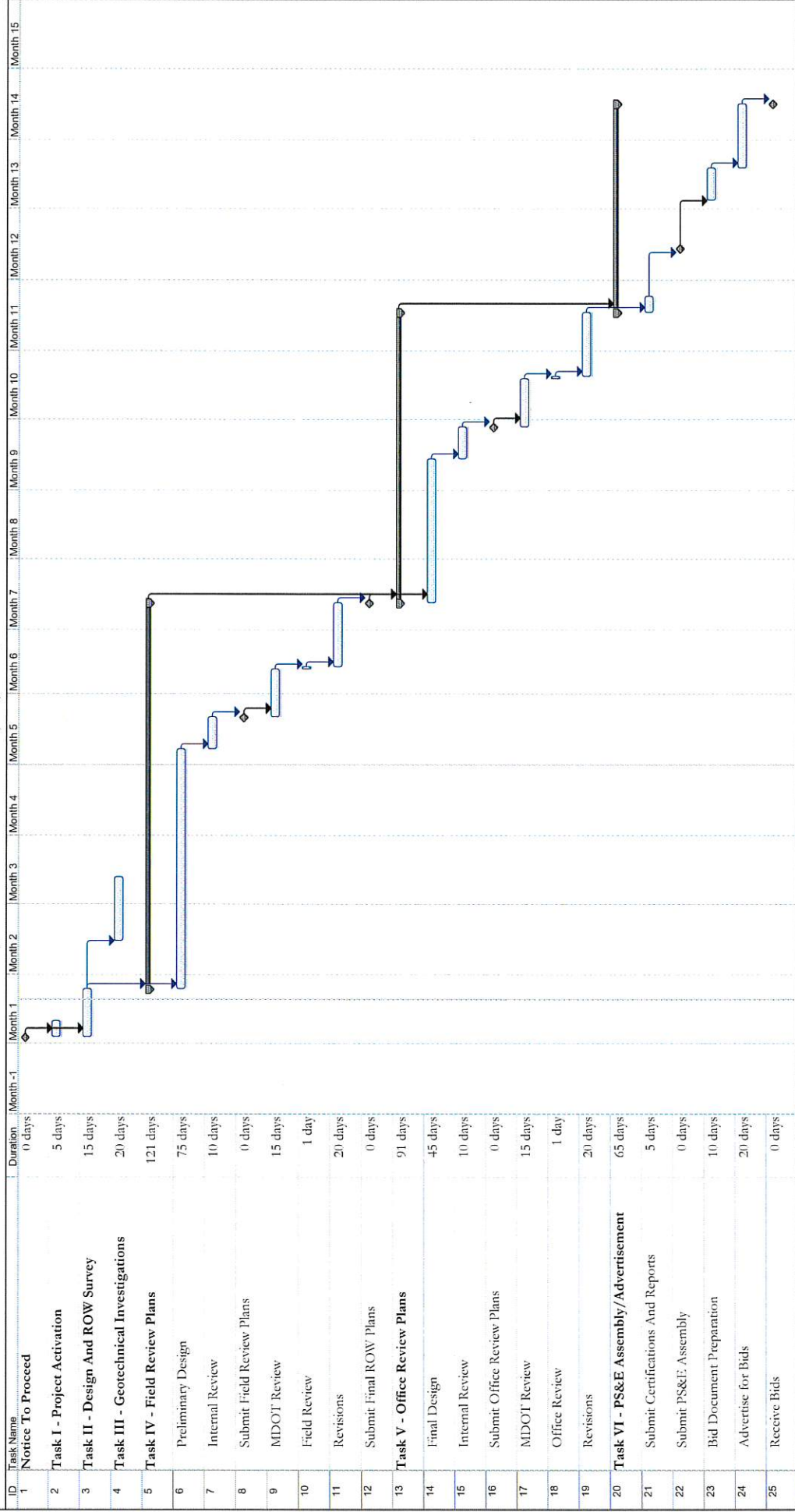
The LPA is responsible for ensuring that the PS&E Assembly meets required design criteria and standards. The CONSULTANT shall submit to MDOT all necessary documents as set forth in the latest edition of the Project Development Manual for Local Public Agencies.

The CONSULTANT shall prepare all special provisions pertinent to the intent of the plans. Once the PS&E Assembly has been approved by MDOT and the authorization to advertise for bids has been obtained, the CONSULTANT shall be notified to advise the LPA that the legal notice for advertising for bids can be submitted for publication. The CONSULTANT shall issue plans and proposals to prospective bidders during the advertising period and shall attend the letting and assist in tabulation and evaluation of bids.

The Consultant shall prepare legal advertisement for the referenced project and shall ensure the project follows the LPA Project Development Manual and is properly advertised per Mississippi State bidding laws and regulations. These services include the following:

- Preparing the advertisement
- Bidder Coordination
- Receive and evaluate bids
- Assemble Bids and Submit

CITY OF GULFPORT
LONDON ROAD WIDENING
PROJECT NO. STP-9138-00(002)LPA/107221-701000



Task

Split

Progress

Milestone

Summary

Project Summary

External Tasks

External MileTask

Split

Split

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on an actual cost-plus fixed-fee basis with an upset limit of \$239,774.49 for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, payroll additives, overhead, direct costs and CONSULTANT'S fixed fees attributable to this CONTRACT.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead and direct cost. Direct salaries are those amounts actually paid to the person performing the SERVICES, which are deemed reasonably necessary by the LPA for the advancement of the Scope of Work. Overtime work is not contemplated by this CONTRACT. Accordingly, direct salaries chargeable to this CONTRACT shall not include any overtime premium. Salaries for officers, principals or partners shall not increase at a rate in excess of that for other employees. Payroll additives and overhead consist of employee fringe benefits and that part of CONSULTANT'S allowable indirect costs attributable to this CONTRACT.

Direct Costs are those charges deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead.

Fixed fee as the term is used herein shall mean a dollar amount established to cover the CONSULTANT'S profit and business expenses not allocable to overhead for the successful completion of the SERVICES.

Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all Subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

The following schedule of rates for SERVICE will not be exceeded for all work under this CONTRACT:

Direct Salaries:

Direct salaries shall not exceed those amounts actually paid to an employee performing SERVICES reasonably necessary for the completion of the Scope of Work set forth under "Exhibit 2" to this CONTRACT.

Upon MDOT's request, all charges for SERVICES must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Payroll Additive & Overhead:

The current overhead rates shall be submitted by the CONSULTANT and approved by the MDOT within nine (9) months of the end of the CONSULTANT's fiscal period. The current overhead rate, as defined in this CONTRACT, shall be the overhead rate for the CONSULTANT's most recent previous fiscal period. The CONSULTANT's failure to provide a current overhead rate within nine (9) months of the end of the CONSULTANT's fiscal period may result in the CONSULTANT being deemed ineligible for any potential Supplemental Agreements with LPA. The estimated FCCM for cost proposals, Supplemental Agreements, and invoices must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM.

Final payment of the overhead rate costs shall be adjusted after completion of the final audit to reflect the actual rates experienced by the CONSULTANT during the course of this CONTRACT; however, in no event shall such an adjustment allow this CONTRACT'S cost to exceed the maximum limitation stated. Said audit of the CONSULTANT will be conducted by the LPA, or the LPA'S designated auditor at the conclusion of this CONTRACT in accordance with Federal and the LPA requirements.

All overhead rates submitted to MDOT for approval shall comply with the current edition of the AASHTO Audit Guide, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

Direct Costs:

The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. This policy will include no meal reimbursement when there is no overnight stay. **However, Direct costs for lodging shall be reimbursed in accordance with FAR 31.205-46(a)(2).**

All direct costs must be substantiated by supporting data in accordance with the MDOT State Travel Handbook, i.e. mileage, log books, receipts, etc.

All other expenses will be reimbursed upon receipt of acceptable paid invoices.

Fixed Fee:

The CONSULTANT'S fixed fee shall be \$23,033.86, which sum shall be paid incrementally each month in an amount determined by multiplying the total fixed fee by the project completion percentage, less any amounts previously paid for fixed fees.

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this assignment exceed \$239,774.49 (Total of all Charges) without the prior written consent of both parties.

FEE AND EXPENSE SUMMARY

	Primes Labor Cost & Overhead	Primes Direct Costs	Primes Fixed Fee	Sub-Consultants	Project Total
Project Total	\$192,077.68	\$3,429.30	\$23,033.86	\$21,233.65	\$239,774.49

EXHIBIT 4

SAMPLE INVOICE – COST PLUS FIXED FEE

LOCAL PUBLIC AGENCY

ADDRESS

CITY, STATE, ZIP CODE

DATE:

ATTENTION: ACCOUNTS PAYABLE

INVOICE NO. 0000

PERIOD _____, 20____ THROUGH _____, 20____

PROFESSIONAL SERVICES IN ACCORDANCE WITH

CONTRACT DATED _____, 20____, AS RELATES TO

PROJECT NO. _____ IN _____ COUNTY, HIGHWAY _____.

CONSULTANT:

CUSTOMER NUMBER 0000000000

FILE NUMBER 000-000000

REPORT NUMBER: 000 through 000

FMS NUMBER 000000-000000LPA

	CURRENT PERIOD	PREVIOUS ESTIMATE	TOTAL ALLOWED TO DATE _____
DIRECT SALARIES	\$	\$	\$
* PAYROLL ADDITIVE (less FCCM)	\$	\$	\$
FIXED FEE (% complete X total fee less amounts previously paid – not to exceed 75%)	\$	\$	\$
PAYROLL ADDITIVE w/ FCCM only	\$	\$	\$
** DIRECT COSTS	\$	\$	\$
PROJECT TOTAL	\$	\$	\$
AMOUNT DUE THIS INVOICE:	\$	\$	\$

NOTE:

1. * PAYROLL ADDITIVES (INCLUDING ALL FRINGE BENEFITS & OVERHEAD-)
2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA

Project No. 00-0000-00-000-00
County _____

<u>Employee and Classification</u>	<u>Pay Period Date</u>	<u>Rate of Pay</u>	<u>Period Hours</u>	<u>Period Costs</u>	<u>Period Costs</u>	<u>To Date</u>
DIRECT LABOR AND DIRECT COSTS						
John P. Public, Jr Engineer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Designer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Engineer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Technician		0.00	<u>0.0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Sub Total			0.0	0.00	0.00	0.00
Payroll Additives				<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Labor				0.00	0.00	0.00
Fixed Fee				0.00	0.00	0.00
Direct Costs				0.00	0.00	0.00
Subconsultant(s)				<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Project Total				0.00	0.00	0.00

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT, CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT, and WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation, relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subconsultants including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kick back provisions: All CONTRACTS and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each CONSULTANT or subconsultant shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers

shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this CONTRACT. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this CONTRACT or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or CONTRACT under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification: and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
 - (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-consultants shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

- (a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this agreement,
- (b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the SERVICES of any firm or person in connection with carrying out the agreement, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

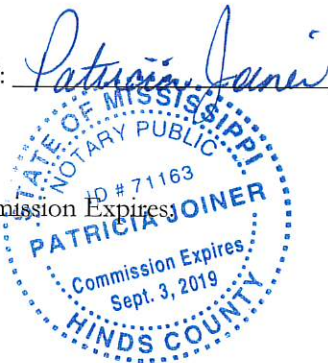
SO CERTIFIED this 1st day of October, 2018.

PICKERING FIRM, INC.

Rick Ferguson
Rick Ferguson, P.E.

ATTEST:

My Commission Expires



Patricia Joiner
Notary

EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the _____ day of _____, 2018

CITY OF GULFPORT

Mayor Billy Hewes

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with Senate Bill 2988 from the 2008 Mississippi Legislative Session, "Mississippi Employment Protection Act," as published in Laws, 2008 and codified in the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with MTC has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L.99-603,100 Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any subconsultant(s) and/or subcontractor(s) in connection with the performance of this Contract, the undersigned will secure from such subconsultant(s) and/or subcontractor(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, if requested, for the benefit of the MTC or this Contract.

132238

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: Rick Ferguson 10/1/2018
Authorized Officer or Agent Date

Rick Ferguson Principal
Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 1st day of October, 2018.



Patricia Joiner
NOTARY PUBLIC
My Commission Expires: 9-3-19

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

Summary

Landon Road Widening

City of Gulfport

Project Number STP-9138-00(002)LPA/107221-701000

Pickering Firm, Inc.

9/25/2018

Task	Man-Hours	Sub-Consultants Fee	Salary Cost	Overhead	FCCM	Total Labor Cost	Direct Cost	Fixed Fee	Total Cost
Project Activation									
Meetings	20	\$0.00	\$1,031.10	\$2,070.76	\$2.08	\$3,103.94	\$0.00	\$372.22	\$3,476.16
Design And ROW Survey	60	\$0.00	\$2,624.70	\$5,271.19	\$5.30	\$7,901.19	\$567.40	\$947.51	\$9,416.10
Geotechnical Subconsultant BCD, Inc.	286	\$0.00	\$11,437.16	\$22,969.25	\$23.10	\$34,429.51	\$2,362.50	\$4,128.77	\$40,920.78
Roadway Design	1,043	\$21,233.65	\$46,102.12	\$92,586.89	\$93.13	\$138,782.14	\$424.40	\$16,642.68	\$21,233.65
PS&E/Advertisement	56	\$0.00	\$2,611.32	\$5,244.31	\$5.27	\$7,860.90	\$75.00	\$942.68	\$8,878.58
Total	1,465	\$21,233.65	\$63,806.40	\$128,142.40	\$128.88	\$192,077.68	\$3,429.30	\$23,033.86	\$239,774.49

Grand Total \$239,774.49

Project Activation

Landon Road Widening

City of Gulfport

Project Number STP-9138-00(002)LPA/107221-701000

Pickering Firm, Inc.

9/25/2018

MDOT Process Item Description	Principal	Project Manager	Senior Engineer	Engineer	Senior Designer	Engineer Intern	Total Hours
Project Activation							
LPA 100				1			1
LPA 700 And LPA 800				1			1
Pre-Design Conference		8		8			16
QA/QC Project Activation		2					2

Total Hours

Raw Labor Rates

Labor Cost

0	\$67.10	\$57.30	\$57.30	\$45.81	\$40.90	\$36.00	20
\$0.00	\$0.00	\$573.00	\$0.00	\$458.10	\$0.00	\$0.00	\$1,031.10

Overhead % 200.83%

\$2,070.76

Fixed Fee % 12.00%

\$372.22

FCCM Overhead % 0.202%

\$2.08

Direct Costs:

Prints
Mileage
Meals
Lodging

Quantity

Unit

Unit Price¹

Amount

Each		\$0.25	\$0.00
Miles		\$0.545	\$0.00
Days		\$41.00	\$0.00
Days		\$93.00	\$0.00

¹ See State Travel Handbook

Total Direct Costs:

\$0.00

Prime Total

\$3,476.16

Meetings

Landon Road Widening

City of Gulfport

Project Number STP-9138-00(002)LPA/107221-701000

Pickering Firm, Inc.

9/25/2018

MDOT Process Item Description	Principal	Project Manager	Senior Engineer	Engineer	Senior Designer	Engineer Intern	Total Hours
Field Review							
Print And Distribute Plans				1		2	3
Conduct Plan In Hand Review				8		8	16
Prepare Field Review Report						2	2
Office Review							
Print Plans And Specifications				1		2	3
Compile Design Notebook				2			2
Prepare ROW Status Reports				4			4
Conduct Plan Review				8		8	16
Prepare Office Review Report				2			2
PS&E Assembly							
MDOT Coordination				4			4
QA/QC Meetings		8					8

Total Hours	0	8	0	30	0	22	60
Raw Labor Rates	\$67.10	\$57.30	\$57.30	\$45.81	\$40.90	\$36.00	
Labor Cost	\$0.00	\$458.40	\$0.00	\$1,374.30	\$0.00	\$792.00	\$2,624.70
			Overhead	%	200.83%		\$5,271.19
			Fixed Fee	%	12.00%		\$947.51
			FCCM Overhead	%	0.202%		\$5.30

Direct Costs:	Quantity	Unit	Unit Price ¹	Amount
Prints	500	Each	\$0.25	\$125.00
Mileage	320	Miles	\$0.545	\$174.40
Meals	2	Days	\$41.00	\$82.00
Lodging	2	Days	\$93.00	\$186.00

¹ See State Travel Handbook

Total Direct Costs:

\$567.40

Prime Total

\$9,416.10

Design And ROW Survey

Landon Road Widening
City of Gulfport

Project Number STP-9138-00(002)LPA/107221-701000

Pickering Firm, Inc.

9/25/2018

MDOT Process Item Description	Principal	Survey Manager	Project Surveyor	2 Person Survey Crew	Senior Technician	Survey Intern	Total Hours
Design Survey							
Establish Horizontal And Vertical Control		4		8			12
Compile Letters And Maps Of Survey Notifications						4	4
Topographic Mapping & Utility Survey		4		80		8	92
Staking For Field Review		2		24		8	34
ROW Survey - Less Than 5 parcels							
Gather/Obtain Initial Deeds		8					8
Preliminary Property Map		16				24	40
Staking For ROW Acquisition		4		24		4	32
Acquisition Plats		12				30	42
Acquisition Deeds		4				10	14
QA/QC Design And ROW Survey							
	0	62	0	136	0	88	286
Total Hours	\$67.10	\$40.90	\$36.00	\$47.45	\$32.72	\$27.82	\$11,437.16
Raw Labor Rates	\$0.00	\$2,535.80	\$0.00	\$6,453.20	\$0.00	\$2,448.16	
Labor Cost							

Overhead %
Fixed Fee %
FCCM Overhead %

200.83%
12.00%
0.202%

\$22,969.25
\$4,128.77
\$23.10

Direct Costs:	Quantity	Unit	Unit Price ¹	Amount
Prints		Each	\$0.25	\$0.00
Mileage	1,500	Miles	\$0.545	\$817.50
Meals	15	Days	\$41.00	\$615.00
Lodging	10	Days	\$93.00	\$930.00

¹ See State Travel Handbook

Total Direct Costs:

\$2,362.50

Prime Total

\$40,920.78

Geotechnical Investigations

Landon Road Widening

City of Gulfport

Project Number STP-9138-00(002)LPA/107221-701000

Burns Cooley Dennis, Inc.

9/25/2018

MDOIT Process Item Description	No. Sheets	Principal Engineer	Project Engineer	Draftsman	Permitting Technician	Clerical	Total Hours
Geotechnical							
Coordinate Field Investigation		1	2		16		19
Coordinate Lab Investigation		1	2				3
Examine Samples		2	4				6
Data Assimilation/Log Preparation		4	6				10
Report Preparation		6	20	8		8	42

Total Hours
Raw Labor Rates
Labor Cost

\$5,614.91
\$1,082.99
\$0.00

Field And Lab

Field Equip. Mob/Demob	Quantity	Unit	Unit Price	Amount
Drilling on Land, 0-70 ft	300	Lump Sum	\$5.00	\$1,500.00
Hand Auger, 0-10 ft	150	Feet	\$22.25	\$3,337.50
pH of Soils MT-30	100	Feet	\$23.85	\$2,385.00
Soil Resistivity MT-47	3	Each	\$30.00	\$90.00
Atterberg Limits T 89 & T 90	3	Each	\$35.00	\$105.00
Water Content T 265	15	Each	\$55.00	\$825.00
% Finer Than The No. 200 Sieve T 11	125	Each	\$6.75	\$843.75
Shrinkage Facor (Volume Change)	15	Each	\$40.00	\$600.00
Soluble Sulfate Ion In Soils & Water MT-58	5	Each	\$70.00	\$350.00
	3	Each	\$130.00	\$390.00

Total Field And Lab: \$10,426.25

Direct Costs:
Mileage
Meals
Lodging

Quantity
300
4
4

Unit
Miles
Days
Days

Unit Price¹
\$0.545
\$41.00
\$93.00

Amount
\$163.50
\$164.00
\$372.00

¹ See State Travel Handbook

Total Direct Costs:

\$699.50

Subconsultant Total

\$21,233.65

Roadway Design

Landon Road Widening

City of Gulfport

Project Number STP-9138-00(002)LPA/107221-701000

Pickering Firm, Inc.

9/25/2018

MDOT Process Item Description	No. Sheets	Principal	Project Manager	Senior Engineer	Engineer	Senior Designer	Engineer Intern	Total Hours
Field Review								
Title Sheet						4		4
Detailed Index							4	4
Typical Sections					4		4	12
Summary of Quantities								
Create SQ Sheets						4		4
Select Appropriate Pay Items					4			4
Plan And Profile Sheets								
Create Sheets							6	6
Sheet Clean Up And Organization						4	8	12
Add Notes And Pipes In Profile View						4	8	12
Horizontal Alignment Design								
Mainline					2			2
Side Roads					8			8
Establish Pavement And Shoulder Edge Lines					1			1
Vertical Alignment Design								
Mainline					2			2
Side Roads					4			4
Intersection Design								
Evaluate Sight Distance					4		4	8
Determine Turn Lane Configurations					4	4		8
Establish Turning Radii And Channelization					4	4		8
Drainage Design (D.A. < 1,000 acres)								
Calculate Drainage Area And Flow Rates For Drainage					25			25
Complete Hydraulic Culvert Data Form					4	8	8	20
Storm Drain Calculations					30			30
3D Model								
Create 3D Model For Mainline					24			24
Create 3D Model For Local Roads					8			8
Generate Proposed Cross Sections From Model					8			8
Determine Constructability Issues					8			8
Erosion Control Sheets								
Generate Plan View Sheets With Contours					4			4
Evaluate Need For Clean Water Diversion Ditches					4			4
Miscellaneous Sheets								
Special Design Sheets					4	4	4	12
Preliminary Permanent Striping					4	8	8	20
Preliminary Permanent Signing Plan					8	8	8	24
Traffic Signal Modification Sheets								
Traffic Signal Plan					24	8		32
Traffic Signal Details					8	4		12
Traffic Control Plan								
Evaluate Construction Phasing					4	8		12
TCP Sheets					4	8		12
TCP Typical Sections					4	8		12
Lighting Plans								
Lighting Plan				8	24	8	8	48

Roadway Design

Landon Road Widening

City of Gulfport

Project Number STP-9138-00(002)LPA/107221-701000

Pickering Firm, Inc.

9/25/2018

MDOT Process Item Description	No. Sheets	Principal	Project Manager	Senior Engineer	Engineer	Senior Designer	Engineer Intern	Total Hours
Lighting Details					8	8	4	20
Office Review								
Title Sheet						1		1
Detailed Index						4		4
General Notes					2	2		4
Typical Sections					8			8
Summary of Quantities								
Add Quantities					4	4	8	16
Add Footnotes					4			4
Estimated Quantity Sheets								
Earthwork					8		8	16
Drainage Structures						4	8	12
Permanent Erosion Control						4	4	8
Traffic Control						4	4	8
Removal Items					4	8		12
Side Drains							4	4
Junction Boxes							4	4
Pavement Markings						4	8	12
Permanent Signing						4	4	8
Hydraulic Design Data					4			4
Incidental Construction Items					8	8		16
Plan And Profile Sheets								
Sheet Clean Up And Organization					10			10
Design And Place Permanent Erosion Control Items					4			4
Place Earthwork Information					4			4
Traffic Control Plan								
Develop Phasing Narrative					8			8
Construction Signing Details						8	8	16
TCP Sheets					4	16	8	28
TCP Typical Sections					4	8	4	16
Address Corrections From MDOT TCP Check					4		8	12
Special Design Sheets								
Erosion Control Sheets					4			4
Intersection Detail Sheets					8	8		16
Pavement Marking Detail Sheets					6		8	6
Form Grade Sheets					4			12
"Standard" Special Design Sheets					4			4
Miscellaneous Detail Sheets					4	4		8
Control Points Sheet						8		8
Permanent Signing Sheets								
Permanent Signing Details					6			6
Directional Signing Details					4			4
Traffic Signal Modification Sheets								
Traffic Signal Plan					24			24
Traffic Signal Details					4			4
Lighting Plans								
Lighting Plan				4	24	8	8	44

Roadway Design

Landon Road Widening

City of Gulfport

Project Number STP-9138-00(002)LPA/107221-701000

Pickering Firm, Inc.

9/25/2018

MDOT Process Item Description	No. Sheets	Principal	Project Manager	Senior Engineer	Engineer	Senior Designer	Engineer Intern	Total Hours
Lighting Details					8	8	4	20
Standard Drawings								
Determine Necessary Standards					6		4	10
Quantity Calculations					24	24	24	72
Submit Office Review Plans								
Submit Multi-Page PDF Files For Plans					2			2
Complete/Submit Phase B Checklist					2			2
Submit Quantity Calculations (1 Multi-Page PDF)					2			2
Submit CADD Files				40				40
QA/QC Roadway Design								
Project Management			80					80
Total Hours		0	80	52	462	247	202	1,043
Raw Labor Rates		\$67.10	\$57.30	\$57.30	\$45.81	\$40.90	\$36.00	
Labor Cost		\$0.00	\$4,584.00	\$2,979.60	\$21,164.22	\$10,102.30	\$7,272.00	\$46,102.12

Overhead 200.83%

\$92,586.89

Fixed Fee 12.00%

\$16,642.68

FCCM Overhead 0.202%

\$93.13

Direct Costs:

Prints	Quantity	Unit
1,000	Each	
320	Miles	
0	Days	
0	Days	

Unit Price¹

Amount	Unit Price ¹	Amount
\$250.00	\$0.25	
\$174.40	\$0.545	
\$0.00	\$41.00	
\$0.00	\$93.00	

¹ See State Travel Handbook

Total Direct Costs:

\$424.40

Prime Total

\$155,849.22

PS&E Assembly/Advertisement

Landon Road Widening

City of Gulfport

Project Number STP-9138-00(002)LPA/107221-701000

Pickering Firm, Inc.

9/25/2018

MDOT Process Item Description	No. Sheets	Principal	Project Manager	Senior Engineer	Engineer	Senior Designer	Engineer Intern	Total Hours
PS&E Assembly								
Right of Way Certification					2			2
Utility Certification					2			2
Encroachment Certification					2			2
Hazardous Waste Certification					2			2
Asbestos Abatement Certification					2			2
Compose Letters					2			2
Compile Forms					2			2
Print Plans					2			2
Assemble Specifications					24			24
Material Checklist					2			2
Advertisement								
Print Plans and Specifications					2			2
Prepare Advertisement					2			2
Bidder Coordination					2			2
Receive & Evaluate Bids					2			2
Assemble Bids and Submit					2			2
QA/QC PS&E Assembly/Advertisement			4					4
Total Hours	0		4	0	52	0	0	56
Raw Labor Rates	\$67.10		\$57.30	\$57.30	\$45.81	\$40.90	\$36.00	\$2,611.32
Labor Cost	\$0.00		\$229.20	\$0.00	\$2,382.12	\$0.00	\$0.00	\$5,244.31

\$5,244.31

\$942.68

\$5.27

Direct Costs:	Quantity	Unit	Unit Price ¹	Amount
Prints	300	Each	\$0.25	\$75.00
Mileage		Miles	\$0.545	\$0.00
Meals		Days	\$41.00	\$0.00
Lodging		Days	\$93.00	\$0.00

¹ See State Travel Handbook

Total Direct Costs:

\$75.00

Prime Total

\$8,878.58



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Purchasing

Date: 10/05/2018

Subject: Resolution - awarding bid and approving Contract for the Orange Grove Community Center Re-Roofing Project, authorizing the Mayor to execute and deliver any and all documents to effectuate this award including, but not limited to, a Contract in connection with same, and for related purposes.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, CPPB

Date: October 5, 2018

**Re: Orange Grove Community Center – Re-roof
Leisure Services
Bids Received 10-02-2018**

On October 2, 2018, the City of Gulfport received nine (9) bids in response to the advertisement to re-roof the Orange Grove Community Center.

Upon review by the Architect of Record, Robert E. Luke with LPK Architecture, we are requesting permission to issue a Purchase Order to Mandal's Inc. for the lowest and best bid as submitted in the amount of \$183,627.00.

I have attached the recommendation letter as well as the certified tabulation sheet for your review and approval. Thank you for your consideration.

October 4, 2018

VIA: EMAIL

Ms. Connie Debenport
City of Gulfport
14422 23rd Avenue, 2nd Floor
Gulfport, MS 39501

Re: Orange Grove Community Center
Re-Roofing
18-4845

Dear Ms. Debenport,

We received bids for the project referenced above on October 2, 2018. After review, it is our professional recommendation that the city enters into a contract with Mandal's Inc. in the amount of \$183,627.00.

Should you have any questions concerning this matter, please do not hesitate to contact me.

Sincerely,



Robert E. Luke, FAIA, NCARB

REL/bsj

Cc: Mr. Dustin Uselton
Mr. Jim Smith

F:\Projects\Current\Commercial\Orange Grove Community Center\Letters\18_1004_C Debenport_Bid Recommendation

Certified Bid Tabulation

Orange Grove Community Center Re-Roofing Gulfport, MS

October 2, 2018 - 10:00 AM

Project Date: August 10, 2018
Project #: 18-4845

Contractor	Mandal's Inc. Gulfport, MS	RYCARS Construction, LLC Kenner, LA	Amerson Roofing, Inc. Atmore, AL	Rowell Roofing, Inc. Columbia, MS	Roofing Solutions, LLC Prairieville, LA	E. Cornell Malone Corporation Jackson, MS	Refectech, Inc. Piquette, MS	* Industrial Roofing & Construction Sterlington, LA	Cross Roofing, Inc. Meridian, MS
Certificate of Responsibility No.	01062-MC	14879-MC	16391-SC	04569-MC	18309-SC	05871-MC	11133-MC	19215-MC	03405-SC
Surety	U.S. Specialty Insurance Company	SureTec Insurance Company	The Cincinnati Insurance Company	Travelers Casualty & Surety Company	SureTec Insurance Company	Fidelity & Deposit Company of Maryland	US Fire Insurance Company	Merchants National Bonding, Inc.	Travelers Casualty & Surety Company
Base Bid	\$183,627.00	\$238,576.00	\$243,777.00	\$247,900.00	\$260,600.00	\$268,680.00	\$292,000.00	\$350,887.00	\$413,600.00
Addendum No. 1	X	X	X	X	X	X	X	X	X
Addendum No. 2	X	X	X	X	X	X	X	X	X

* Bid received prior to Tuesday, October 2, 2018 at 10:00am. Bid package was not delivered to bid open room but it was opened by C. Debenport with City Attorney D. Useton present. It was duly recognized and considered, however did not change the bid outcome.

I CERTIFY THIS TO BE AN ACCURATE TABULATION OF BIDS RECEIVED FOR THE ABOVE REFERENCED PROJECT



LPK Architects, P.A.

October 4, 2018
Date

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

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AWARD BID AND APPROVE CONTRACT FOR THE ORANGE GROVE COMMUNITY CENTER RE-ROOFING PROJECT, TO AUTHORIZE THE MAYOR TO EXECUTE AND DELIVER ANY AND ALL DOCUMENTS TO EFFECTUATE THIS AWARD INCLUDING, BUT NOT LIMITED TO, A CONTRACT IN CONNECTION WITH SAME, AND FOR RELATED PURPOSES

WHEREAS, the Governing Authorities of the City of Gulfport previously authorized the solicitation of bids to award a contract for the Orange Grove Community Center Re-Roofing Project; and

WHEREAS, nine (9) bids were submitted in response to the City's public notices in connection with the above reference project, identified in the bid documents as "Re-Roofing of Orange Grove Community Center," and such bid totals are set forth in the Bid Tabulation Sheet, is incorporated herein and attached hereto as Exhibit "A," along with an October 4, 2018, Letter from Robert E. Luke, FAIA, NCARB, of LPK Architects, P.A., which is also incorporated herein and attached hereto as Exhibit "B"; and

WHEREAS, LPK Architects, P.A., inspected and reviewed the bids received and determined that the lowest and best bid was submitted by Mandal's Inc., of Gulfport, Mississippi, and recommends that this contract be awarded to Mandal's Inc.; and

WHEREAS, it is in the best interest of the City of Gulfport that the contract for the "Orange Grove Community Center Re-Roofing Project" be awarded to Mandal's Inc., and that the City and Mandal's Inc., should enter into a contract relative to this project; and

WHEREAS, a proposed Agreement between the City and Mandal's Inc., is attached hereto as Exhibit "C" for review, consideration and approval.

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 contract for the “Orange Grove Community Center Re-Roofing Project”, be and it is hereby awarded to Mandal’s Inc., whose bid was responsive and is the “lowest and best” bid.

Section 3. That the proposed Agreement between the City and Mandal’s Inc., as found in Exhibit “C” hereto, be and the same is hereby approved in substantially the same or similar form as found in Exhibit “C” and that the Mayor be and he is hereby authorized, on behalf of the City of Gulfport, to enter into, sign, execute, and deliver any and all documents needed to effectuate the awarding of the bid and contract to Mandal’s Inc., for the “Orange Grove Community Center Re-Roofing Project” including, but not limited to, the Agreement found in Exhibit “C” hereto.

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

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this

the _____ day of _____, 2018.

APPROVED:

MAYOR

Certified Bid Tabulation

Orange Grove Community Center Re-Roofing
Gulfport, MS

October 2, 2018 - 10:00 AM

Project Date: August 10, 2018
Project #: 18-4845

Contractor	Mandal's Inc. Gulfport, MS	RYCARS Construction, LLC Kenner, LA	Amerson Roofing, Inc. Atmore, AL	Rowell Roofing, Inc. Columbia, MS	Roofing Solutions, LLC Prairieville, LA	E. Cornell Malone Corporation Jackson, MS	Reflectech, Inc. Picayune, MS	* Industrial Roofing & Construction Sterlington, LA	Cross Roofing, Inc. Meridian, MS
Certificate of Responsibility No.	01062-MC	14879-MC	16391-SC	04569-MC	18309-SC	05871-MC	11133-MC	19215-MC	03405-SC
Surety	U.S. Specialty Insurance Company	SureTec Insurance Company	The Cincinnati Insurance Company	Travelers Casualty & Surety Company	SureTec Insurance Company	Fidelity & Deposit Company of Maryland	US Fire Insurance Company	Merchants National Bonding, Inc.	Travelers Casualty & Surety Company
Base Bid	\$183,627.00	\$238,576.00	\$243,777.00	\$247,900.00	\$260,600.00	\$268,680.00	\$292,000.00	\$350,887.00	\$413,600.00
Addendum No. 1	X	X	X	X	X	X	X	X	X
Addendum No. 2	X	X	X	X	X	X	X	X	X

* Bid received prior to Tuesday, October 2, 2018 at 10:00am. Bid package was not delivered to bid open room but it was opened by C. Debenport with City Attorney D. Uselton present. It was dually recognized and considered, however did not change the bid outcome.

I CERTIFY THIS TO BE AN ACCURATE TABULATION OF BIDS RECEIVED FOR THE ABOVE REFERENCED PROJECT



LPK Architects, P.A.

October 4, 2018

Date

October 4, 2018

VIA: EMAIL

Ms. Connie Debenport
City of Gulfport
14422 23rd Avenue, 2nd Floor
Gulfport, MS 39501

Re: Orange Grove Community Center
Re-Roofing
18-4845

Dear Ms. Debenport,

We received bids for the project referenced above on October 2, 2018. After review, it is our professional recommendation that the city enters into a contract with Mandal's Inc. in the amount of \$183,627.00.

Should you have any questions concerning this matter, please do not hesitate to contact me.

Sincerely,



Robert E. Luke, FAIA, NCARB

REL/bsj

Cc: Mr. Dustin Uselton
Mr. Jim Smith

F:\Projects\Current\Commercial\Orange Grove Community Center\Letters\18_1004_C Debenport_Bid Recommendation



AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Fifth day of October in the year Two Thousand Eighteen (2018)

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

City of Gulfport
14422 23rd Avenue, 2nd Floor
Gulfport, MS 39501

and the Contractor:

(Name, legal status, address and other information)

Mandal's, Inc.
P.O. Box 6188
Gulfport, MS 39506

for the following Project:

(Name, location and detailed description)

Reroofing of Orange Grove Community Center located in Gulfport, MS.

The Architect:

(Name, legal status, address and other information)

LPK Architects, P.A.
821 22nd Avenue
Meridian, MS 39301

The Owner and Contractor 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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Will be fixed in a notice to proceed

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ninety (90) days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

The Contractor and his surety shall be liable for and will the owner the sum hereinafter stipulated as fixed and agreed as liquidated damages for each calendar day delay until the project is substantially complete the sum of five-hundred dollars and no cents (\$500.00).

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Eighty Three Thousand Six Hundred Twenty Seven Dollars (\$ 183,627.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

N/A

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price Per Unit (\$0.00)

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item

Price

Unforeseen Conditions

Twenty-Five Thousand Dollars (\$25,000.00)

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twenty-Fifth (25th) day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Twenty-Fifth (25th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Forty-Five (45) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to

substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

As per MS Law

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment..

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor 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, Claims will be resolved by litigation in a court of competent jurisdiction.)

☒ Litigation in a court of competent jurisdiction
(Paragraphs deleted)

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

§ 8.3 The Owner's representative:
(Name, address and other information)

Connie Debenport
City of Gulfport
1410 24th Avenue
Gulfport, MS 39501
P: 228.868.5705
E: cdebenport@gulfport-ms.gov

§ 8.4 The Contractor's representative:
(Name, address and other information)

Chris Cooper
Mandal's, Inc.
4002 Hewes Avenue
Gulfport, MS 39507
P: 228.864.1474
E: ccooper@mandalsroofing.com

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
008000	Supplementary Conditions	August 10, 2018	4

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Exhibit A

(Table deleted)

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Exhibit B

(Table deleted)

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
1	September 13, 2018	1
2	September 26, 2018	4

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

(Paragraphs deleted)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond

Limit of liability or bond amount (\$0.00)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Billy Hewes, Mayor

(Printed name and title)

CONTRACTOR (Signature)

Mary G. Dodge, Vice President

(Printed name and title)

Init.

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User Notes:

(1901539154)

Orange Grove Community Center
Re-Roofing
Gulfport, MS
18-4845

August 10, 2018

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NOT APPLICABLE

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NOT APPLICABLE

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NOT APPLICABLE

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NOT APPLICABLE

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NOT APPLICABLE

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NOT APPLICABLE

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NOT APPLICABLE

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NOT APPLICABLE

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NOT APPLICABLE

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NOT APPLICABLE

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NOT APPLICABLE

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NOT APPLICABLE

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NOT APPLICABLE

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NOT APPLICABLE

DIVISION 28 – ELECTRICAL SAFETY AND SECURITY

NOT APPLICABLE

DIVISION 31 - EARTHWORK

NOT APPLICABLE

DIVISION 32 – EXTERIOR IMPROVEMENTS

NOT APPLICABLE

DIVISION 33 – UTILITIES

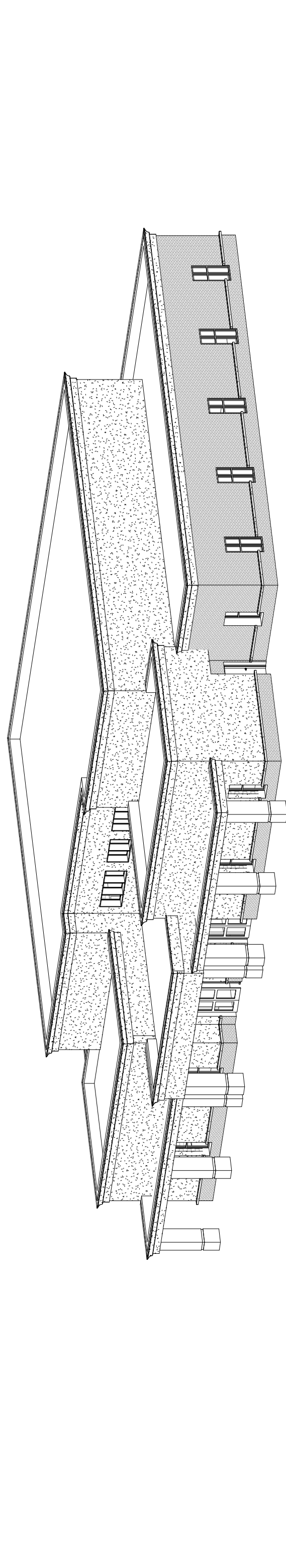
NOT APPLICABLE

END OF INDEX

ORANGE GROVE COMMUNITY

ORANGE GROVE COMMUNITY CENTER REROOF

GULFPORT, MISSISSIPPI

[illegible]

PLANNING • CONSTRUCTION MANAGEMENT

FIRE EXTINGUISHER CABINET
FIN.
FINISHED
FLOOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Leisure Services

Date: 10/10/2018

Subject: Resolution - Approving Amendment #1 of Sub-Grant Agreement between the City of Gulfport and the Mississippi Department of Marine Resources, ratifying the Mayor's execution of said 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 AMENDMENT #1 OF SUB-GRANT AGREEMENT BETWEEN THE
CITY OF GULFPORT AND THE MISSISSIPPI DEPARTMENT OF MARINE
RESOURCES, TO RATIFY THE MAYOR’S EXECUTION OF SAID AMENDMENT,
AND FOR RELATED PURPOSES**

WHEREAS, the City previously entered into a Sub-Grant Agreement with the Mississippi Department of Marine Resources concerning a \$12,000.00 grant for the Gulfport Brickyard Bayou Park Bike Trail; and

WHEREAS, the aforementioned Sub-Grant Agreement was scheduled to expire on September 27, 2018, and approval of Amendment #1 of Sub-Grant Agreement (Attached hereto as Exhibit “A”) prior to said date was necessary to extend the grant term to September 27, 2019, and the documents related to Amendment #1 were not provided to the City until September 26, 2018; and

WHEREAS, it is in the best interest of the City of Gulfport and to preserve the grant funding that Amendment #1 to the Sub-Grant Agreement between the City of Gulfport and the Mississippi Department of Marine Resources be approved and that the Mayor’s execution of the same be ratified.

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 Amendment #1 to the Sub-Grant Agreement between the City of Gulfport and the Mississippi Department of Marine Resources be and the same is hereby approved and that the Mayor’s execution of the same for and on behalf of the City of Gulfport be and the same is hereby ratified.

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

Phil Bryant
Governor

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

Joe Spraggins, Executive Director

AMENDMENT # 1 OF SUB-GRANT AGREEMENT

The City of Gulfport

Sub-Grant #HCG-2017-012

The sub-grant between the Mississippi Department of Marine Resources (MDMR) and the City of Gulfport (Sub-Grantee) is hereby mutually amended according to **Section 19.3 Changes**. The following, **Summary, Section 2.0 Reporting Requirements, and Section 3.0 Period of Performance** are amended to reflect an end date of September 27, 2019, at no cost.

SUMMARY

CFDA:	15.939
Project:	The City of Gulfport – Gulfport Brickyard Bayou Park Bike Trail
Award Amount:	\$12,000
Term:	October 2, 2017 to September 27, 2019

SECTION 2 - REPORTING REQUIREMENTS

- 2.1 Activity Reports.** In compliance with the USDOJ/NPS reporting requirements, the SUB-GRANTEE must provide written quarterly activity reports to the MDMR summarizing work undertaken, in progress, or completed. The first quarterly report is due thirty days after December 31, 2017. Subsequent reports are due thirty days after the end of each quarter. SUB-GRANTEE must provide a notice of completion and a final report within 30 days of the end of the project. The final report is required before final payments will be made. Reports must be delivered to:

The Department of Marine Resources
Attn: Rhonda Price
Office of Coastal Restoration and Resiliency
1141 Bayview Avenue, Suite 202
Biloxi, MS 39530
OR
Rhonda.price@dmr.ms.gov

Reporting Due Dates:

Quarterly Reports

Reporting Period	Due Date
10/2/17 – 12/31/17	1/30/2018
1/1/18 – 3/31/18	4/30/2018
4/1/18 – 6/30/18	7/30/2018
7/1/18 – 9/28/18	10/28/2018
9/29/18 – 12/31/18	1/31/19
1/1/19 – 3/31/19	4/30/19
4/1/19 – 6/30/19	7/30/19
7/1/19 – 9/27/19	10/31/2019

Final Report

Reporting Period	Due Date
10/2/17 – 9/27/2019	12/26/19

2.2 Report Contents. Quarterly reports using a form designated by MDMR, an example of which is attached hereto as Attachment “B” and must include:

- A. Project objectives;
- B. Activities completed and date of completion; and,
- C. Problems or unanticipated events encountered and their impact on the plan for implementation.

2.3 Final Reports. When SUB-GRANTEE has fully and completely performed all the Work, SUB-GRANTEE shall transmit to the MDMR a comprehensive report on the Work, along with the corresponding results (the “Final Project Report”) using a form designated by MDMR, an example of which is attached hereto as Attachment “C” and a full accounting of the funds disbursed to it hereunder as compared against the Total Budget (the “Final Financial Report”) using a report form designated by MDMR, an example of which is attached hereto as Attachment “D”. The Final Project Report and Final Financial Report are hereinafter referred to collectively as the “Final Reports”). As appropriate, the Final Project Report should include copies of any publications, press releases, and other documents, materials, and products developed as part of the Project, including, without limitation, photographs, video footage, and other electronic representations of the Project and Work. The Final Reports shall be provided by SUB-GRANTEE to the MDMR as soon as practicable after SUB-GRANTEE reaches a determination that it has fully and completely performed all the Work. Within Thirty (30) days of receiving the Final Report, the MDMR will provide SUB-GRANTEE written approval of the Final Reports or provide written guidance for recommendations to

be made to the Final Reports so that written approval may be granted. Upon approval of the Final Reports by the MDMR, final payment to SUB-GRANTEE will be processed in accordance with Section 6 of this Agreement.

SECTION 3 - PERIOD OF PERFORMANCE

The period of performance shall commence October 2, 2017 and shall end by September 27, 2019 ("Period of Performance"). The Sub-Grantee agrees to execute the objectives of the project within this Period of Performance.

All other terms and conditions set forth in the original agreement effective October 2, 2017 remain in full effect.

**MS DEPARTMENT OF MARINE RESOURCES
GRANTEE**

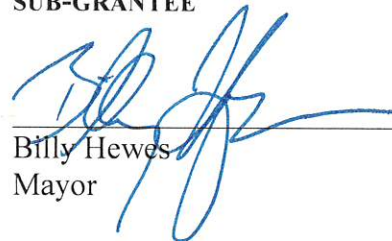


Joe Spraggins
Executive Director

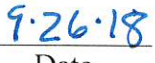


Date

**THE CITY OF GULFPORT
SUB-GRANTEE**



Billy Hewes
Mayor



Date



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Pam Winston, Grants
Police Department

Date: 10/02/2018

Subject: Resolution - accepting FY 2018 Justice Assistance Grant Program Grant Number 2018-DJ-BX-0049 and authorizing the Mayor to execute any and all documents required to accept said grant.

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 FY 2018 JUSTICE ASSISTANCE GRANT PROGRAM GRANT NUMBER
2018-DJ-BX-0049 AND TO AUTHORIZE THE MAYOR TO EXECUTE ANY AND ALL
DOUCMENTS REQUIRED TO ACCEPT SAID GRANT**

WHEREAS, the Gulfport Police Department applied for the FY 2018 Justice Assistance Grant (JAG) Program; and

WHEREAS, having applied for the said grant, the Police Department has been advised that the grant, which is a multi-agency grant with the City of Gulfport as the fiscal agent/administrator for the Grant, has been awarded in the total amount of \$65,115.00; and

WHEREAS, as set out more fully in the attached memorandum from Leonard Papania, Chief of Police, the grant, for which no matching funds are required, includes funding in the amount of \$30,398.00 for the City of Gulfport, which funding will be used to fund the purchase of body cameras for the Gulfport police officers; and

WHEREAS, the proposed Grant documents are attached hereto and are included in Exhibit “A” hereto.

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

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

SECTION 2. That the Grant Documents attached hereto as Exhibit “A” 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, as well as any other documents as may be required to effectuate the acceptance of the grant, 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

Memorandum

To: Mayor Billy Hewes
From: Chief Leonard Papania, Gulfport Police Department
Date: October 2, 2018
Re: Accept FY 2018 Justice Assistance Grant (JAG) program

Subject: Permission to Accept FY 2018 Justice Assistance Grant (JAG) Program Grant Number 2018-DJ-BX-0049.

Your permission is requested to accept the grant identified above. This grant is unusual in that the Bureau of Justice Assistance allocates funds to specific agencies and requires those agencies that have been certified as disparate by the state's attorney general's office to submit a joint application with one agency identified as the fiscal agent/administrator. The Gulfport Police Department submitted the application and will serve as the fiscal agent/administrator. The award total is \$65,115 divided as follows: Cities of Gulfport \$30,398 Biloxi \$34,717. Gulfport Police Department will use these funds to purchase body camera's for officers. No matching funds are required.

I appreciate your consideration of this request. If you have any questions, please feel free to call me at 868-5964.

CONFIDENTIAL



U.S. Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

October 1, 2018

The Honorable Billy Hewes
City of Gulfport
P.O. Box 1780
Gulfport, MS 39502-0560

Dear Mayor Hewes:

On behalf of Attorney General Jefferson Sessions III, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 18 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of \$65,115 for City of Gulfport.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Cynthia Y. Simons, Program Manager at (202) 598-7471; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in cursive script that reads "Matt Dummermuth".

Matt Dummermuth
Principal Deputy Assistant Attorney General

Enclosures



OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

U.S. Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690

TTY: (202) 307-2027

E-mail: askOCR@usdoj.gov

Website: www.ojp.usdoj.gov/ocr

OCR Letter to All Recipients

October 1, 2018

The Honorable Billy Hewes
City of Gulfport
P.O. Box 1780
Gulfport, MS 39502-0560

Dear Mayor Hewes:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <https://ojp.gov/about/ocr/vawafaqs.htm>.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <https://www.lep.gov>.

Ensuring Equal Treatment of Faith-Based Organizations and Safeguarding Constitutional Protections Related to Religion

The DOJ regulation, Partnerships with Faith-Based and Other Neighborhood Organizations, 28 C.F.R. pt. 38, updated in April 2016, prohibits all recipient organizations, whether they are law enforcement agencies, governmental agencies, educational institutions, houses of worship, or faith-based organizations, from using financial assistance from the DOJ to fund explicitly religious activities. Explicitly religious activities include worship, religious instruction, or proselytization. While funded organizations may engage in non-funded explicitly religious activities (e.g., prayer), they must hold them separately from the activities funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. Funded faith-based organizations must also provide written notice to beneficiaries, advising them that if they should object to the religious character of the funded faith based organization, the funded faith-based organization will take reasonable steps to refer the beneficiary to an alternative service provider. For more information on the regulation, please see the OCR's website at <https://ojp.gov/about/ocr/partnerships.htm>.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. § 10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); and VAWA, as amended, 34 U.S.C. § 12291(b)(13), contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: *Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964* (June 2013), available at https://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEOP Requirement

An EEOP is a comprehensive document that analyzes a recipient's relevant labor market data, as well as the recipient's employment practices, to identify possible barriers to the participation of women and minorities in all levels of a recipient's workforce. As a recipient of DOJ funding, you may be required to submit an EEOP Certification Report or an EEOP Utilization Report to the OCR. For more information on whether your organization is subject to the EEOP requirements, see <https://ojp.gov/about/ocr/eeop.htm>. Additionally, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 616-1771 or by e-mail at EEOPforms@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

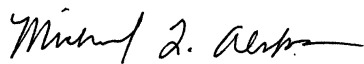
If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm>.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 23

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

City of Gulfport
P.O. Box 1780
Gulfport, MS 39502-0560

4. AWARD NUMBER: 2018-DJ-BX-0049

5. PROJECT PERIOD: FROM 10/01/2017 TO 09/30/2021
BUDGET PERIOD: FROM 10/01/2017 TO 09/30/2021

6. AWARD DATE 10/01/2018

7. ACTION

2a. GRANTEE IRS/VENDOR NO.

646000414

8. SUPPLEMENT NUMBER

00

Initial

2b. GRANTEE DUNS NO.

083441931

9. PREVIOUS AWARD AMOUNT

\$ 0

3. PROJECT TITLE

Equipment Enhancement

10. AMOUNT OF THIS AWARD

\$ 65,115

11. TOTAL AWARD

\$ 65,115

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY18(BJA - JAG State & JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101 - 10726), including subpart I of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.738 - Edward Byrne Memorial Justice Assistance Grant Program

15. METHOD OF PAYMENT

GPRS

AGENCY APPROVAL

GRANTEE ACCEPTANCE

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Matt Dummermuth
Principal Deputy Assistant Attorney General

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Billy Hewes
Mayor

17. SIGNATURE OF APPROVING OFFICIAL

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. REG.	OFC.	SUB.	POMS	AMOUNT
X	B	DJ	80	00	00		65115

21. TDJUGT0910



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 23

PROJECT NUMBER 2018-DJ-BX-0049

AWARD DATE 10/01/2018

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2018 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2018 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2018 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

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PROJECT NUMBER 2018-DJ-BX-0049

AWARD DATE 10/01/2018

SPECIAL CONDITIONS

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after-- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

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PROJECT NUMBER 2018-DJ-BX-0049

AWARD DATE 10/01/2018

SPECIAL CONDITIONS

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

9. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

10. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

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PROJECT NUMBER 2018-DJ-BX-0049

AWARD DATE 10/01/2018

SPECIAL CONDITIONS

11. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

12. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

13. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

14. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

15. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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16. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

17. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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21. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

22. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2018)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

23. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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24. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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25. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

26. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

27. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

28. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).



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29. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

30. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

31. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

32. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

33. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

34. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.



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35. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

36. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

37. Verification and updating of recipient contact information

The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

38. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

39. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.



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40. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

41. Certification of Compliance with 8 U.S.C. 1373 and 1644 (within the funded "program or activity") required for valid award acceptance by a local government

In order validly to accept this award, the applicant local government must submit the required "State or Local Government: FY 2018 Certification of Compliance with 8 U.S.C. 1373 and 1644" (executed by the chief legal officer of the local government). Unless that executed certification either-- (1) is submitted to OJP together with the fully-executed award document, or (2) is uploaded in OJP's GMS no later than the day the signed award document is submitted to OJP, any submission by a local government that purports to accept the award is invalid.

If an initial award-acceptance submission by the recipient is invalid, once the local government does submit the necessary certification regarding 8 U.S.C. 1373 and 1644, it may submit a fully-executed award document executed by the local government on or after the date of that certification.

For purposes of this condition, "local government" does not include any Indian tribe.



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42. Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, - agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. Certifications from subrecipients. The recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or educational institution that would receive the subaward, using the appropriate form available at <https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm>. Also, the recipient must require that no subrecipient (at any tier) may make a further subaward to a State, a local government, or a public institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or institution that would receive the further subaward, using the appropriate OJP form.

3. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

4. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

5. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 and 1644 are to be read as references to particular components of the Department of Homeland Security (DHS).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before



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award acceptance.

43. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement (8 U.S.C. 1373 and 1644); unallowable costs; notification
1. If the recipient is a "State," a local government, or a "public" institution of higher education:
- A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."
- B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.
- C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance."
- D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.
2. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.
3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition.
4. Rules of Construction
- A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" condition.
- B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" condition are incorporated by reference as though set forth here in full.



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44. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law enforcement information" means law enforcement sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law enforcement sensitive information" means records or information compiled for any law enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.



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PROJECT NUMBER 2018-DJ-BX-0049

AWARD DATE 10/01/2018

SPECIAL CONDITIONS

45. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (see 8 U.S.C. 1101(a)(3)).

(2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

(3) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that--

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.



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SPECIAL CONDITIONS

46. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the INA (see 8 U.S.C. 1101(a)(3)).

(2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

C. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be



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detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

D. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.

47. Requirement to collect certain information from subrecipients

The recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with regular document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.



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48. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

49. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.



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SPECIAL CONDITIONS

50. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

51. Certification of body armor "mandatory wear" policies

The recipient agrees to submit a signed certification that all law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

52. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

53. Body armor - impact on eligibility for other program funds

The recipient understands that the use of funds under this award for purchase of body armor may impact eligibility for funding under the Bulletproof Vest Partnership (BVP) program, a separate program operated by BJA, pursuant to the BVP statute at 34 USC 10531(c)(5).

54. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through OJP's GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

55. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

56. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.



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57. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2017

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2017), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds in violation of the recipient's certification (executed by the chief executive of the State or local government) that federal funds will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

58. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

59. Three percent set-aside for NIBRS compliance

The recipient must ensure that at least 3 percent of the total amount of this award is dedicated to achieving full compliance with the FBI's National Incident-Based Reporting System (NIBRS), unless the FBI or appropriate State official has certified that the recipient locality is already NIBRS compliant, and evidence of this has been submitted to and approved by BJA. The recipient will be required by BJA to make revisions to budgets that do not clearly indicate what projects will be supported by this 3 percent set-aside, unless evidence of NIBRS compliance has been submitted to and approved by BJA. Recipients serving as fiscal agents for "disparate jurisdictions," (as defined at 34 USC 10156(d)(4)) have to pass this requirement through to in subawards to other localities in the disparate jurisdiction, so that each locality in a disparate jurisdiction group dedicates at least 3 percent of award funds to NIBRS compliance, unless, with respect to each locality in the disparate jurisdiction group, evidence of NIBRS compliance has been submitted to and approved by BJA.



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60. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at [https:// www.bja.gov/ Login.aspx](https://www.bja.gov/Login.aspx) to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at [https:// www.bja.gov/ profile.aspx](https://www.bja.gov/profile.aspx). Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at [https:// www.bja.gov/ SuccessStoryList.aspx](https://www.bja.gov/ SuccessStoryList.aspx).

61. The recipient agrees promptly to provide, upon request, financial or programmatic-related documentation related to this award, including documentation of expenditures and achievements.

62. The recipient understands that it will be subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring.

63. Withholding - DHS question attachment

The recipient may not obligate, expend or draw down funds until the Office of Justice Programs has received and approved the required application attachment(s) described in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)," and has issued a Grant Adjustment Notice (GAN) releasing this special condition.

64. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the required application attachment(s) and has issued a Grant Adjustment Notice (GAN) releasing this special condition.

65. Withholding of funds: Disclosure of lobbying

The recipient may not obligate, expend, or draw down any funds under this award until it has provided to the grant manager for this OJP award a complete Disclosure of Lobbying Activities (SF-LLL) form, and OJP has issued a Grant Adjustment Notice to remove this special condition.

66. Withholding of funds: Completion of "OJP financial management and grant administration training" required

The recipient may not obligate, expend, or draw down any award funds until-- (1) OJP determines that the recipient's Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award have successfully completed an "OJP financial management and grant administration training" on or after January 1, 2016, and (2) OJP issues a Grant Adjustment Notice (GAN) to modify or remove this condition.

Once both the POC and all FPOCs have successfully completed the training required by this condition, the recipient may contact the designated grant manager for the award to request initiation of a GAN to remove this condition.

A list of the OJP trainings that OJP will consider an "OJP financial management and grant administration training" for purposes of this condition is available at <https://ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.



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SPECIAL CONDITIONS

67. Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not obligate, expend, or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.



U.S. Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for City of Gulfport

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

	U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance		GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY	
			Grant	
		PROJECT NUMBER 2018-DJ-BX-0049	PAGE 1 OF 1	
This project is supported under FY18(BJA - JAG State & JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101 - 10726), including subpart I of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)				
1. STAFF CONTACT (Name & telephone number) Cynthia Y. Simons (202) 598-7471		2. PROJECT DIRECTOR (Name, address & telephone number) Pamela Winston Asst. Grant Coordinator P.O. Box S Gulfport, MS 39502-0560 (228) 868-5853		
3a. TITLE OF THE PROGRAM BJA FY 18 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation			3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)	
4. TITLE OF PROJECT Equipment Enhancement				
5. NAME & ADDRESS OF GRANTEE City of Gulfport P.O. Box 1780 Gulfport, MS 39502-0560		6. NAME & ADDRESS OF SUBGRANTEE		
7. PROGRAM PERIOD FROM: 10/01/2017 TO: 09/30/2021		8. BUDGET PERIOD FROM: 10/01/2017 TO: 09/30/2021		
9. AMOUNT OF AWARD \$ 65,115		10. DATE OF AWARD 10/01/2018		
11. SECOND YEAR'S BUDGET		12. SECOND YEAR'S BUDGET AMOUNT		
13. THIRD YEAR'S BUDGET PERIOD		14. THIRD YEAR'S BUDGET AMOUNT		
15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse) The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of criminal justice related activities based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following purpose areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; 7) crime victim and witness programs (other than compensation); and 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams. This Local JAG award will be shared by the County and one or more jurisdictions identified as disparate within the current Fiscal Year eligibility list (www.bja.gov/Jag). JAG funding will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Any				

equipment purchases or funded initiatives such as overtime, task forces, drug programs, information sharing, etc. will be aimed at reducing crime and/or enhancing public/officer safety.

NCA/NCF



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Terri Goad, Purchasing
Purchasing

Date: 09/26/2018

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

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Terri Goad, Procurement Specialist

Date: September 26, 2018

**Re: Request Permission to Purchase Promotional Items
Police Department**

The Gulfport Police Department frequently engages and participates in activities for the citizens of Gulfport with emphasis on engaging children for Night Out Against Crime. This event is scheduled for October 19, 2018.

We are requesting your approval to purchase promotional items to support the above mentioned events such as candy. The approximate total cost will be \$450.00 (see attached quote).

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

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

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

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

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AN EXPENDITURE FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT THRU POLICE DEPARTMENT RECRUITING AND COMMUNITY OUTREACH EFFORTS, AND FOR RELATED PURPOSES

WHEREAS, the Gulfport Police Department regularly participates in recruiting and community outreach efforts to assist in both identifying quality candidates to join the Department and promoting a good relationship between the Department and the community that it serves; and

WHEREAS, the City of Gulfport receives advertising thru the recruiting and community outreach efforts of the Department; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising in the event by having an opportunity to promote the City of Gulfport to individuals from around the Gulf South; and it finds that pursuant to the authority of Miss. Code Ann. §17-3-1 (Rev. 2003) and Miss. Code Ann. §17-3-3 (Rev.2003) that an expenditure of \$450.00 for the purchase of the items identified in the attached request hereto as Exhibit “A & B” serves the purposes of advertising and bringing into favorable notice the opportunities, possibilities and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

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

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

Section 2. That the City of Gulfport, by and through the Gulfport Police Department, is hereby authorized to expend municipal funds in the amount of \$450.00, payable in payment to the entity/ies listed on the attached requests to purchase.

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

AYES

NAYS

ABSENT

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

Heather Dailey

From: Heather Dailey
Sent: Wednesday, September 26, 2018 8:22 AM
To: Heather Dailey
Subject: Sent from Snipping Tool

js  Mars Halloween Candy Bat Bag (450 ct.) ★★★★★ (7) \$23.48 \$1.83/oz Online In club Out of stock In stock Free shipping for Plus Add to cart	Top Rated  Skittles and Starburst Candy Bag (6.53 lbs., 255 ct.) ★★★★★ (16) \$14.98 \$2.29/lb Online and In club Free shipping for Plus Add to cart	 Nestle Assorted Candy Mix (6 lbs., 325 ct.) ★★★★★ (6) \$14.84 \$2.47/lb Online In club Out of stock In stock Free shipping for Plus Add to cart
--	---	---

$$\text{\$}23.48 \times 5 = \text{\$}117.40$$

$$\text{\$}14.98 \times 5 = \text{\$}74.90$$

$$\text{\$}14.84 \times 5 = \text{\$}74.20$$

Heather Dailey

From: Heather Dailey
Sent: Wednesday, September 26, 2018 8:51 AM
To: Heather Dailey
Subject: Sent from Snipping Tool

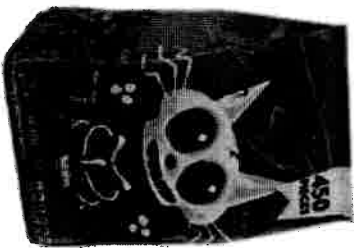


Mars Halloween Candy Mad Scientist
Bag (290 ct)
★★★★★ (2)

\$19.98 \$0.21/oz

Online and in club
Free shipping for *Plus*

$$\$19.98 \times 4 = \$79.92$$



Hershey's Halloween Candy Cat Bag
(450 ct)
★★★★★

\$23.48 \$0.20/oz

Online
Out of stock

In club
In stock

$$23.48 \times 4 = \$93.92$$

$$\text{Total} = \$1440.34$$



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Terri Goad, Purchasing
Purchasing

Date: 09/27/2018

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

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Terri Goad, Procurement Specialist

Date: September 26, 2018

**Re: Request Permission to Purchase Promotional Items
Department of Leisure Services Various Activities**

The Department of Leisure Services frequently sponsors various activities such as the Senior Mardi Gras Mambo event, (2) Easter Egg Hunt events, handouts, refreshments prizes, food to feed volunteers for events and entertainment for (2) Daddy Daughter Dances. The total cost not to exceed \$23,500.00.

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

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

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

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

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

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

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising in the event by having an opportunity to promote the City of Gulfport to individuals from around the Gulf South; and it finds that pursuant to the authority of Miss. Code Ann. §17-3-1 (Rev. 2003) and Miss. Code Ann. §17-3-3 (Rev.2003) that an expenditure of approximately \$23,500. for the purchase of items for events such as Easter Egg Hunts, Senior Mardi Gras Mambo event, Daddy Daughter Dance events, handouts, snacks/refreshments, entertainment and prizes for the events. The items identified hereto serves the purposes of advertising and bringing into favorable notice the opportunities, possibilities and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

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

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

Section 2. That the City of Gulfport, by and through the City Council and Administration, is hereby authorized to expend municipal funds in the approximate amount of \$23,500.00 for items for events such as handouts, candy snacks/refreshments and food for Easter Egg Hunts, Senior Mardi Gras Mambo event, Daddy Daughter dances, handouts, entertainment and food for the events.

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

APPROVED:

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
City Council

Date: 10/09/2018

Subject: Resolution - authorizing a Donation of Funds to Gulf Coast Center for Nonviolence, Inc., pursuant to Miss. Code Ann. § 21-19-65 and 21-17-1(8) (rev. 2015), 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 A DONATION OF FUNDS TO GULF COAST CENTER FOR NONVIOLENCE, INC., PURSUANT TO MISS. CODE ANN. §§ 21-19-65 and 21-17-1(8) (REV. 2015), AND FOR RELATED PURPOSES

WHEREAS, pursuant to Miss. Code Ann. § 21-19-65 (Rev. 2015), a municipality may “expend monies from the municipal general fund to match any other funds for the purpose of supporting social and community service programs including, but not limited to, juvenile residential treatment centers; juvenile and half-way houses; prenatal care facilities; child day care facilities; mentally ill and alcoholics half-way houses; child and adult emergency shelters; elderly home health aides programs” ; and

WHEREAS, pursuant to Miss. Code Ann. § 21-17-1(8) (Rev. 2015), a municipality may “expend municipal funds to match any state, federal or private funding or any program administered by ... any nonprofit organization that is exempt under 26 USCS Section 501(c)(3) from paying federal income tax; and

WHEREAS, the City of Gulfport desires to donate matching funds, in the amount of \$7,500.00 to the Gulf Coast Center for Nonviolence, Inc., a social and community service program (as contemplated by Miss. Code Ann. § 21-19-65) and a tax exempt nonprofit organization (as contemplated by Miss. Code Ann. § 21-17-1(8) to match funding received by the Gulf Coast Center for Nonviolence, Inc., from those agencies identified in the letter from the Gulf Coast Center for Nonviolence, Inc., which is attached hereto as Exhibit “A”; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such donation and that making the aforementioned donation, which shall be paid out of available funds in the general fund of the City, is in the best interest of the City of Gulfport.

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

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

Section 2. That the City of Gulfport, by and through its Mayor, is hereby authorized to donate municipal matching funds, via special check which is hereby authorized, in the amount of \$20,000.00 to the Gulf Coast Center for Nonviolence, Inc.

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

APPROVED:

MAYOR



Gulf Coast Center for Nonviolence, Inc.

P.O. Box 333

Biloxi, MS 39533

Office 228-436-3809 Fax 228-435-0513 Crisis Line 800-800-1396

October 2, 2018

Brittany Rodgers, Clerk of Council
City of Gulfport
2309 15th Street
Gulfport, Mississippi 39501

RE: City of Gulfport funding allocation to Gulf Coast Center for Nonviolence
via: brodgers@gulfport-ms.gov

Ms. Rodgers:

The Gulf Coast Center for Nonviolence (Center) is thankful for the City of Gulfport's continued support over the years, especially for your 2019 funding allocation of \$7,500 as local funding is more critical now than ever for our agency. These funds will afford us the opportunity to continue providing comprehensive programs and services to victims of domestic violence, sexual assault, stalking, and homicide in South Mississippi.

To underscore the importance of Gulfport's funding allocation, we'd like to state that while the \$7,500 allotment awarded to the Center will not solely fund any one of our positions or programs offered on the Gulf Coast, it will accompany the funds from a variety of other local, state, and federal sources to fulfill the agency's budgeted needs through essential and diversified funding.

Funding sources exceeding \$7,500 for the Center that the City of Gulfport can match include: US Department of Justice, including Stop Violence Against Women, Sexual Assault Services Grant, and Transitional Housing Program; Department of Mental Health; Department of Health, including Family Violence Prevention and Services Act, Rape Prevention and Education Program, and Victims of Crime Act; US Department of Housing and Urban Development, including Emergency Solutions Grant, Continuum of Care Supportive Housing Programs, and Community Development Block Grant.

For over 40 years, the Center has focused on providing the most effective and innovative services to individuals who have been impacted by domestic violence, sexual assault, and homicide; comprehensive, educational programs for all ages; and collaboration with other agencies to provide prevention and awareness in order to reduce incidences of violence within homes and the community.

Please contact me at 228.436.3809 or at sriley@gccfn.org if I can provide any additional information or answer any questions.

Sincerely,

Stacey Riley, LCSW
Chief Executive Officer

**GULF COAST CENTER
FOR NONVIOLENCE, INC.
(Formerly known as GULF COAST WOMEN'S
CENTER FOR NONVIOLENCE, INC.)
FINANCIAL STATEMENTS
DECEMBER 31, 2017**



GULF COAST CENTER FOR NONVIOLENCE, INC.
(Formerly known as GULF COAST WOMEN'S CENTER FOR NONVIOLENCE, INC.)

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GULF COAST CENTER FOR NONVIOLENCE, INC.
(Formerly known as GULF COAST WOMEN'S CENTER FOR NONVIOLENCE, INC.)

LIST OF OFFICIALS

DECEMBER 31, 2017

BOARD OF DIRECTORS

Emily Burke, President	Lt. Doug Adams, Vice President
Else' Marie, Treasurer	Laura Sessum, Secretary
Teresa Wieck, Member	Kathlyn R. Van Buskirk, Member
Summer Hammonds, Member	Delores Nettles, Member
Mary Ann O'Gorman, Member	John Mitchell, Member
Larry Knight, Member	Jamie Mitchell, Member
Maj. Michael Wills, Member	Alison Baker, Member
Celeste Laws, Member	Amanda Hansen, Member
Karen Thompson, Member	

CEO

Stacey Riley



ALEXANDER | VAN LOON | SLOAN | LEVENS | FAVRE, PLLC
Certified Public Accountants & Business Consultants

AVL WEALTHCARE, LLC
Wealth Management

INDEPENDENT AUDITORS' REPORT

May 15, 2018

Board of Directors

Gulf Coast Center for Nonviolence, Inc.

(Formerly known as Gulf Coast Women's Center for Nonviolence, Inc.)

Biloxi, Mississippi

Report on the Financial Statements

We have audited the accompanying financial statements of Gulf Coast Center for Nonviolence, Inc. (a nonprofit organization), which comprise the statement of financial position as of December 31, 2017, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditors consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Board of Directors
Gulf Coast Center for Nonviolence, Inc.
(Formerly known as Gulf Coast Women's Center for Nonviolence, Inc.)
May 15, 2018

Auditors' Responsibility (Continued)

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Gulf Coast Center for Nonviolence, Inc. as of December 31, 2017, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited the Gulf Coast Center for Nonviolence, Inc.'s 2016 financial statements, and our report dated June 13, 2017, expressed an unmodified opinion on those audited financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2016, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

In addition, the list of officials is presented for informational purposes and is not a required part of the basic financial statements. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Board of Directors
Gulf Coast Center for Nonviolence, Inc.
(Formerly known as Gulf Coast Women's Center for Nonviolence, Inc.)
May 15, 2018

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated May 15, 2018, on our consideration of Gulf Coast Center for Nonviolence, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Gulf Coast Center for Nonviolence, Inc.'s internal control over financial reporting and compliance.

Alexander. Van Loon. Sloan. Levens. & Favre. PLLC
ALEXANDER, VAN LOON, SLOAN, LEVENS & FAVRE, PLLC
Certified Public Accountants
Gulfport, Mississippi

FINANCIAL STATEMENTS

GULF COAST CENTER FOR NONVIOLENCE, INC.
(Formerly known as GULF COAST WOMEN'S CENTER FOR NONVIOLENCE, INC.)
STATEMENT OF FINANCIAL POSITION
DECEMBER 31, 2017
(With comparative amounts as of December 31, 2016)

ASSETS

	<u>2017</u>	<u>2016</u>
CURRENT ASSETS		
Cash	\$ 248,417	\$ 83,381
Grant funds receivable	238,040	293,352
Contributions receivable	2,257	1,576
Other receivable	15,263	882
Assets held for sale	84,332	2,610
Inventory	2,751	2,055
Prepaid expenses	6,797	5,416
Interest receivable	<u>11,138</u>	<u>11,499</u>
Total current assets	<u>608,995</u>	<u>400,771</u>
NONCURRENT ASSETS		
Beneficial interest in third party trust	113,675	104,302
Investment in certificates of deposit	664,644	659,573
Investment in debt and equity securities	<u>849,483</u>	<u>863,216</u>
Total noncurrent assets	<u>1,627,802</u>	<u>1,627,091</u>
PROPERTY AND EQUIPMENT		
Land	31,894	31,894
Building	888,383	888,383
Equipment	134,284	121,684
Leasehold improvements	2,266	2,266
Vehicles	<u>67,712</u>	<u>67,712</u>
Total property and equipment	1,124,539	1,111,939
Less: accumulated depreciation	<u>(632,895)</u>	<u>(586,359)</u>
Net property and equipment	<u>491,644</u>	<u>525,580</u>
TOTAL ASSETS	<u><u>\$ 2,728,441</u></u>	<u><u>\$ 2,553,442</u></u>

LIABILITIES AND NET ASSETS

	<u>2017</u>	<u>2016</u>
CURRENT LIABILITIES		
Accounts payable	\$ 23,883	\$ 33,504
Accrued salaries	38,859	28,762
Payroll and related liabilities	1,575	1,442
Accrued compensated absences	<u>23,750</u>	<u>25,645</u>
Total liabilities	<u>88,067</u>	<u>89,353</u>
NET ASSETS		
Unrestricted		
Undesignated	807,672	613,830
Board designated, children's program	1,227,383	1,220,377
Investment in fixed assets, net of related debt	<u>491,644</u>	<u>525,580</u>
Total unrestricted	2,526,699	2,359,787
Permanently restricted	<u>113,675</u>	<u>104,302</u>
Total net assets	<u>2,640,374</u>	<u>2,464,089</u>
TOTAL LIABILITIES AND NET ASSETS	<u><u>\$ 2,728,441</u></u>	<u><u>\$ 2,553,442</u></u>

The accompanying notes are an integral part of these financial statements.

GULF COAST CENTER FOR NONVIOLENCE, INC.
(Formerly known as GULF COAST WOMEN'S CENTER FOR NONVIOLENCE, INC.)
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2017
(With comparative amounts for the year ended December 31, 2016)

	Unrestricted	Permanently Restricted	Totals 2017	2016
REVENUE AND OTHER SUPPORT				
Federal sources	\$ 1,741,710	\$ -	\$ 1,741,710	\$ 1,227,395
State sources	126,019	-	126,019	135,989
Local sources	205,796	-	205,796	198,280
Contributions, general	104,801	-	104,801	131,371
Contributions, fundraising	10,672	-	10,672	33,689
Interest and dividend income	57,506	-	57,506	50,984
Other sources	201,397	-	201,397	170,854
Donated assets	81,722	-	81,722	2,610
Donated facilities - in kind	25,638	-	25,638	23,238
Loss on fixed assets disposals	(542)	-	(542)	-
Unrealized gain (loss) on investments	48,942	9,373	58,315	27,018
	<u>2,603,661</u>	<u>9,373</u>	<u>2,613,034</u>	<u>2,001,428</u>
Total revenue and other support				
EXPENSES				
Program Services				
Shelter services and operation	441,203	-	441,203	429,609
Compensation and related expenses	1,464,304	-	1,464,304	1,140,874
General and administrative	217,354	-	217,354	182,439
	<u>2,122,861</u>	<u>-</u>	<u>2,122,861</u>	<u>1,752,922</u>
Total program services				
Support Services				
Shelter services and operation	2,661	-	2,661	9,617
Compensation and related expenses	261,606	-	261,606	247,527
General and administrative	34,000	-	34,000	30,530
Fundraising	15,621	-	15,621	36,822
	<u>313,888</u>	<u>-</u>	<u>313,888</u>	<u>324,496</u>
Total support services				
Total expenses	<u>2,436,749</u>	<u>-</u>	<u>2,436,749</u>	<u>2,077,418</u>
CHANGE IN NET ASSETS	166,912	9,373	176,285	(75,990)
NET ASSETS, BEGINNING OF YEAR	<u>2,359,787</u>	<u>104,302</u>	<u>2,464,089</u>	<u>2,540,079</u>
NET ASSETS, END OF YEAR	<u>\$ 2,526,699</u>	<u>\$ 113,675</u>	<u>\$ 2,640,374</u>	<u>\$ 2,464,089</u>

The accompanying notes are an integral part of these financial statements.

GULF COAST CENTER FOR NONVIOLENCE, INC.
(Formerly known as GULF COAST WOMEN'S CENTER FOR NONVIOLENCE, INC.)
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2017
(With comparative amounts for the year ended December 31, 2016)

	<u>2017</u>	<u>2016</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash received from contributions, governmental entities, grants, and fees	\$ 2,431,326	\$ 1,789,239
Cash paid for program and support services	(2,360,279)	(2,001,110)
Interest and dividends received	57,186	46,899
Net cash provided by (used in) operating activities	<u>128,233</u>	<u>(164,972)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Redemption of certificates of deposit	117,000	147,323
Purchase of certificates of deposit	(132,209)	(46,555)
Sale of debt and equity securities	179,888	56,909
Purchase of debt and equity securities	(107,076)	(56,419)
Sale of donated property	-	45,000
Purchase of property and equipment	(20,800)	(35,113)
Net cash provided by investing activities	<u>36,803</u>	<u>111,145</u>
Increase (decrease) in cash	165,036	(53,827)
Cash, beginning of year	<u>83,381</u>	<u>137,208</u>
Cash, end of year	<u><u>\$ 248,417</u></u>	<u><u>\$ 83,381</u></u>
SUPPLEMENTAL SCHEDULE OF NONCASH INVESTING AND FINANCING ACTIVITIES		
Donated asset	<u><u>\$ 81,722</u></u>	<u><u>\$ 2,610</u></u>

GULF COAST CENTER FOR NONVIOLENCE, INC.
(Formerly known as GULF COAST WOMEN'S CENTER FOR NONVIOLENCE, INC.)
STATEMENT OF CASH FLOWS (Continued)
FOR THE YEAR ENDED DECEMBER 31, 2017
(With comparative amounts for the year ended December 31, 2016)

	<u>2017</u>	<u>2016</u>
RECONCILIATION OF CHANGES IN NET ASSETS TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES		
Change in net assets	<u>\$ 176,285</u>	<u>\$ (75,990)</u>
Adjustments reconciling the change in net assets to net cash used in operating activities:		
Depreciation and amortization	54,195	37,258
Unrealized gain (loss) on investments	(58,315)	(27,018)
Contribution-capital asset	(81,722)	(2,610)
Fixed assets disposals	542	-
(Increase) decrease in assets:		
Grant funds receivable	55,312	(107,659)
Contributions receivable	(681)	150
Other receivable	(14,381)	(682)
Inventory	(696)	1,862
Prepaid expenses	(1,381)	(496)
Interest receivable	361	(4,235)
Increase (decrease) in liabilities:		
Accounts payable	(9,621)	979
Accrued salaries	10,097	12,576
Payroll and related liabilities	133	(990)
Accrued compensated absences	(1,895)	1,883
Total adjustments	<u>(48,052)</u>	<u>(88,982)</u>
Net cash provided by (used in) operating activities	<u><u>\$ 128,233</u></u>	<u><u>\$ (164,972)</u></u>

The accompanying notes are an integral part of these financial statements.

GULF COAST CENTER FOR NONVIOLENCE, INC.
(Formerly known as GULF COAST WOMEN'S CENTER FOR NONVIOLENCE, INC.)
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2017

	PROGRAM SERVICES				SUPPORT SERVICES			
	Nonviolence		Nonviolence		General and		Total	
	Shelter Biloxi	Shelter Adriene's House	Legal Clinic	Program Services	Administrative	Fundraising	Support Services	(Memorandum Only)
SHELTER SERVICES AND OPERATION								
Conferences and workshops	\$ 33,421	\$ 1,588	\$ 4,083	\$ 39,092	\$ -	\$ -	\$ -	\$ 39,092
Contract labor	38,495	17,789	562	56,846	2,661	3,206	5,867	62,713
Dues and subscriptions	4,491	-	-	4,491	-	-	-	4,491
Drugs and medications	298	-	-	298	-	-	-	298
Food and supplies	29,420	9,341	-	38,761	-	-	-	38,761
Insurance	9,994	-	4,096	14,090	-	-	-	14,090
Interest	25	-	-	25	-	-	-	25
Printing	1,900	-	-	1,900	-	-	-	1,900
Rent	31,738	32,140	-	63,878	-	-	-	63,878
Repair and maintenance	16,477	4,093	-	20,570	-	-	-	20,570
Training	8,534	-	-	8,534	-	-	-	8,534
Utilities	29,450	7,114	-	36,564	-	-	-	36,564
Victim rent	155,672	-	-	155,672	-	-	-	155,672
Victim travel	482	-	-	482	-	-	-	482
Total shelter services and operation	360,397	72,065	8,741	441,203	2,661	3,206	5,867	447,070
COMPENSATION AND RELATED EXPENSES								
Compensation	964,074	112,728	178,920	1,255,722	227,846	10,043	237,889	1,493,611
Employee benefits	112,541	746	245	113,532	13,322	609	13,931	127,463
Payroll taxes	93,021	1,653	376	95,050	20,438	929	21,367	116,417
Total compensation and related expenses	1,169,636	115,127	179,541	1,464,304	261,606	11,581	273,187	1,737,491

GULF COAST CENTER FOR NONVIOLENCE, INC.
(Formerly known as GULF COAST WOMEN'S CENTER FOR NONVIOLENCE, INC.)
STATEMENT OF FUNCTIONAL EXPENSES (Continued)
FOR THE YEAR ENDED DECEMBER 31, 2017

	PROGRAM SERVICES				SUPPORT SERVICES		
	Nonviolence		Nonviolence		Total Program Services	General and Administrative	Fundraising
	Shelter Biloxi	Shelter Adriene's House	Shelter Adriene's House	Legal Clinic			
GENERAL AND ADMINISTRATIVE							
Bank charges	15	-	-	-	15	-	-
Depreciation and amortization	54,195	-	-	-	54,195	-	-
Equipment	3,270	-	-	-	3,270	-	-
Fundraising	-	-	-	-	-	834	834
Insurance	9,909	9,404	-	-	19,313	2,477	-
Office supplies	15,782	460	-	12,631	28,873	5,414	-
Miscellaneous	12,764	1,001	-	65	13,830	13,703	-
Pest control	4,970	675	-	-	5,645	262	-
Postage	1,984	-	-	646	2,630	661	-
Professional fees	21,599	250	-	-	21,849	7,200	-
Staff travel	31,537	2,548	-	4,149	38,234	1,794	-
Telephone	19,839	3,297	-	2,827	25,963	2,378	-
Trash removal	2,107	-	-	-	2,107	111	-
Vehicle expense	1,119	311	-	-	1,430	-	-
	179,090	17,946	20,318		217,354	34,000	834
Total general and administrative							252,188
TOTAL EXPENSES	\$ 1,709,123	\$ 205,138	\$ 208,600	\$ 2,122,861	\$ 298,267	\$ 15,621	\$ 2,436,749

The accompanying notes are an integral part of these financial statements.

NOTES TO FINANCIAL STATEMENTS

GULF COAST CENTER FOR NONVIOLENCE, INC.
(Formerly known as GULF COAST WOMEN'S CENTER FOR NONVIOLENCE, INC.)
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2017

NOTE 1- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Nature of Activities

The Gulf Coast Women's Center for Nonviolence, Inc., a non-profit organization, was incorporated in Mississippi on October 27, 1978. On July 1, 2016, the name was officially changed to Gulf Coast Center for Nonviolence, Inc., (the Center). The purpose of the Center is to provide food, shelter, assistance, counseling, and legal services to individuals and their children who have become victims of domestic violence or sexual assault. The Center provides services to a six-county area in South Mississippi.

Basis of Presentation

The financial statements of the Center have been prepared in conformity with accounting principles generally accepted in the United States of America under the accrual basis of accounting. The accrual basis of accounting is the method of accounting under which liabilities and expenses are recorded when incurred, whether or not paid, and income is recorded when earned, whether or not received.

The Center is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. Net assets of the two restricted classes are created only by donor-imposed restrictions on their use. All other net assets, including board-designated or appropriated amounts, are reported as part of the unrestricted class. In addition, the Center is required to present a statement of cash flows. As permitted by the standards, the Center does not use fund accounting.

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as temporarily restricted or permanently restricted support that increases those net asset classes. When a temporary restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. Presently, the Center has not received any contributions with donor-imposed restrictions that would result in temporarily or permanently restricted net assets. However, the Center does have permanently restricted net assets, as a result of a beneficial interest in a third party trust, which requires the asset to be permanently restricted.

Use of Estimates

In preparing financial statements in conformity with accounting principles generally accepted in the United States of America, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements, as well as revenues and expenses during the reporting period. Actual results could differ from those estimates.

GULF COAST CENTER FOR NONVIOLENCE, INC.
(Formerly known as GULF COAST WOMEN'S CENTER FOR NONVIOLENCE, INC.)
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2017

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Income Taxes

The Center is a not-for-profit organization that is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code and comparable state law, and contributions to the Center are tax deductible within the limitations prescribed by the code.

The Center has implemented the accounting requirements associated with uncertainty in income taxes using the provision of Financial Accounting Standards Board (FASB) ASC 740, *Income Taxes*. Using that guidance, tax positions initially need to be recognized in the financial statements when it is more-likely-than-not the positions will be sustained upon examination by the tax authorities. It also provides guidance for derecognition, classification, interest and penalties, accounting in interim periods, disclosure, and transition. As of December 31, 2017, the Center has no uncertain tax positions that qualify for either recognition or disclosure in the financial statements.

Functional Allocation of Expenses

The cost of providing the Center's programs and support services has been summarized on a functional basis. Accordingly, certain costs have been allocated among the programs and support services benefited based on a combination of specific identification and allocation by management.

Comparative Data

The financial statements include certain prior year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Center's financial statements for the year ended December 31, 2016, from which the summarized information was derived.

Cash and Cash Equivalents

For the purpose of the statement of cash flows, cash and cash equivalents are defined as demand deposits and savings accounts at local banks and cash accumulation accounts at a local brokerage firm and certificates of deposit with a maturity of three months or less, as applicable.

Grant Funds Receivable

The Center's grant funds receivable consists of amounts due from federal and state agencies under grant agreements and contracts. Grant funds receivable are written off when management determines that they are uncollectible. No allowance for doubtful accounts is considered necessary by management.

GULF COAST CENTER FOR NONVIOLENCE, INC.
(Formerly known as GULF COAST WOMEN'S CENTER FOR NONVIOLENCE, INC.)
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2017

NOTE 1- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Contributions Receivable and Beneficial Interest in Third Party Trust

The Center is a beneficiary of the David Charles Segaloff Trust (Trust) agreement dated March 14, 1997 with assets transferred to the Trust in the year ended December 31, 2000. This Trust is administered by the Peoples Bank (Trustee). The Trust is considered to be a perpetual trust held by a third party in which the Center's 10% portion of the fair value of the Trust is deemed a permanently restricted asset of the Center with changes in the fair value recorded as a permanently restricted gain or loss. The Center's contributions receivable represents the current year income earned by the Trust that is due annually to the Center according to the trust agreement. No allowance for doubtful accounts is considered necessary by management.

Inventory

Food inventory purchased is valued at cost. No cost is recorded for donated inventory. This departure from accounting principles generally accepted in the United States of America is not considered material due to the insignificant amount of donated inventory.

Prepaid Expenses

Prepaid expenses consist of prepaid insurance and are charged to the period to which they relate.

Investments

Investments in marketable securities with readily determinable fair values and all investments in debt securities are reported at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets. Investment income and gains restricted by a donor are reported as increases in unrestricted net assets if the restrictions are met (either by passage of time or by use) in the reporting period in which the income and gains are recognized. The amount reported as investments represents investments in certificates of deposit with maturities greater than three months, mutual funds, and debt securities. The amount of the interest accrued related to the certificates of deposit has been recognized as income in the period to which it relates.

Property and Equipment

Property and equipment is stated at original cost. Depreciation is provided over the estimated useful lives of the related assets using the straight-line method. The estimated useful lives for property and equipment used to compute the straight-line method of depreciation are as follows:

<u>Asset</u>	<u>Useful Life</u>
Building	40 years
Equipment	5-10 years
Leasehold improvements	40 years
Vehicles	5 years

GULF COAST CENTER FOR NONVIOLENCE, INC.
(Formerly known as GULF COAST WOMEN'S CENTER FOR NONVIOLENCE, INC.)
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2017

NOTE 1- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property and Equipment (Continued)

In years prior to 1988, the Center did not capitalize the cost of property and equipment or provide for depreciation. However, the Center changed its method of accounting for property and equipment acquired during the year ended December 31, 1988 and all future periods. The Center does not maintain an inventory of property and equipment acquired in years prior to 1988 and has not determined the related acquisition values of those assets and depreciation. Management believes the amount would be immaterial, thus these financial statements do not include such amounts.

Expenditures for buildings, equipment, and vehicles are capitalized if the cost of an item exceeds the minimum value of \$500 established by the Center. Expenditures for major renewals and betterments that extend the useful lives of buildings, equipment and vehicles are capitalized. Expenditures for maintenance and repairs are charged to expense as incurred.

The Center reviews long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If these assets are considered to be impaired, the impairment loss recognized is measured as the amount by which the carrying amount of the assets exceeds the fair value of the assets. Assets to be disposed of are reported at the lower of the carrying amount or the fair value less costs to sell.

Accrued Compensated Absences

Employees earn a vested right to compensation for unused vacation absences. Accordingly, the estimated cost of vacation pay earned, but not used, by the Center's employees has been recorded.

Contributed Services

The value of contributed services meeting the requirements for recognition in the financial statements is not material and has not been recorded. In addition, many individuals volunteer their time and perform a variety of tasks that assist the Center, but these services do not meet the criteria for recognition as contributed services.

Donated Facilities

The Center uses donated office space owned by Harrison County in connection with its legal assistance program, office space owned by George County, and an office at the Hancock Medical Center. The revenue and cost of donated use of these offices is reflected on the statement of activities as donated facilities – in kind and is included in rent expense on the statement of functional expenses.

GULF COAST CENTER FOR NONVIOLENCE, INC.
(Formerly known as GULF COAST WOMEN'S CENTER FOR NONVIOLENCE, INC.)
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2017

NOTE 2 – GRANT FUNDS RECEIVABLE

Grant funds receivable consists of the following:

Emergency Shelter Grants Program	\$ 23,256
Injury Prevention and Control Research and State and Community Based Programs	1,472
Special Needs Assistance Program – Supportive Housing Program	4,255
Crime Victim Assistance	115,787
Violence Against Women Formula Grants	12,168
Family Violence Prevention and Services	29,898
Preventive Health and Health Services Block Grant – Rape Crisis Program	6,055
Transitional to Permanent Housing Grant	9,624
Block Grant for Community Mental Health Services	11,659
Total federal grant funds receivable	214,174
Domestic Violence Program	23,866
Total state grant funds receivable	23,866
Total grant funds receivable	\$ 238,040

NOTE 3 – CONTRIBUTIONS RECEIVABLE AND BENEFICIAL INTEREST IN THIRD PARTY TRUST

Contributions Receivable

Contributions receivable at December 31, 2017 consists of \$2,257 of income earned by the David Charles Segaloff Trust (Trust), which will be received within one year. The Center is a beneficiary of this Trust, and as such is entitled to a portion of the annual net income of the Trust. Management estimates the Center's portion of the annual income from this Trust to approximate \$2,500, based on the assumption of average economic conditions.

Beneficial Interest in Third Party Trust

The beneficial interest in the third party perpetual trust is the Center's 10% portion of the fair value of the David Charles Segaloff Trust (Trust) at December 31, 2017, as provided by the third party trustee. The total fair value of the Trust at December 31, 2017 is \$1,136,746, based on unadjusted quoted market prices within active markets (Level 1 measurements), with \$113,675 recognized as the Center's 10% portion. The resulting change in the fair value for the year ended December 31, 2017 resulted in an unrealized gain of \$9,373.

GULF COAST CENTER FOR NONVIOLENCE, INC.
(Formerly known as GULF COAST WOMEN'S CENTER FOR NONVIOLENCE, INC.)
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2017

NOTE 4 – INVESTMENTS

Certificates of Deposit

The Center's investment in certificates of deposit consists of twenty-one certificates with a total value of \$664,644. The terms of the certificates vary with maturities beginning July 2017 to June 2025, with interest rates ranging from 1.45% to 5.35%, and with interest payment intervals of monthly to semi-annually. Interest has been accrued for the year ended December 31, 2017 in the amount of \$4,701 for the related certificates of deposit. Approximately \$356,877 of the total value of the certificates of deposit represent a portion of the distribution from the Marguerite Fayard Charitable Trust in February 2002, which the Center invested and the Board designated to be set aside for the purpose of construction of a building to house the Children's Program.

Debt and Equity Securities

The Center's investment in debt and equity securities is summarized as follows:

	<u>Cost</u>	<u>Fair Value</u>	<u>Unrealized Gain (Loss)</u>
Mutual funds- equities	\$ 345,160	\$ 399,487	\$ 54,327
U.S. Treasury securities	30,640	43,123	12,483
Bonds	<u>403,987</u>	<u>406,873</u>	<u>2,886</u>
Total investments	<u>\$ 779,787</u>	<u>\$ 849,483</u>	<u>\$ 69,696</u>

Accounting principles generally accepted in the United States of America establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to measurements involving significant unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are as follows:

- Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities that the Center has the ability to access at the measurement date.
- Level 2 inputs are inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly.
- Level 3 inputs are unobservable inputs for the asset or liability.

All of the Center's marketable securities have been valued using Level 1 measurements.

GULF COAST CENTER FOR NONVIOLENCE, INC.
(Formerly known as GULF COAST WOMEN'S CENTER FOR NONVIOLENCE, INC.)
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2017

NOTE 4 – INVESTMENTS (Continued)

Investment Return

The following summarizes the investment return and its classification in the statement of activities for the year ended December 31, 2017:

	<u>Amount</u>
Interest and dividend income (including interest earned on interest bearing cash accounts)	\$ 57,506
Unrealized gain - debt and equity securities	48,942
Unrealized gain - Segaloff Trust	<u>9,373</u>
Total investment return	<u><u>\$ 115,821</u></u>

NOTE 5 – PROPERTY AND EQUIPMENT

A summary of changes in property and equipment and the related accumulated depreciation is as follows:

Asset	Balance 12/31/2016	Additions	Retirements	Balance 12/31/2017
Land	\$ 31,894	\$ -	\$ -	\$ 31,894
Building	888,383	-	-	888,383
Equipment	121,684	20,800	(8,200)	134,284
Leasehold improvements	2,266	-	-	2,266
Vehicles	<u>67,712</u>	<u>-</u>	<u>-</u>	<u>67,712</u>
Total property and equipment	1,111,939	20,800	(8,200)	1,124,539
Less: accumulated depreciation	<u>(586,359)</u>	<u>(54,195)</u>	<u>7,659</u>	<u>(632,895)</u>
Net property and equipment	<u><u>\$ 525,580</u></u>	<u><u>\$ (33,395)</u></u>	<u><u>\$ (541)</u></u>	<u><u>\$ 491,644</u></u>

Depreciation expense included in the statement of activities and the statement of functional expenses is \$54,195 for the year ended December 31, 2017.

GULF COAST CENTER FOR NONVIOLENCE, INC.
(Formerly known as GULF COAST WOMEN'S CENTER FOR NONVIOLENCE, INC.)
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2017

NOTE 6 – NET ASSETS

Unrestricted

Unrestricted net assets are available to meet either the general obligations of the Center or Board designated purposes. During the year ended December 31, 2002, the Marguerite Fayard Charitable Trust was disbursed to the trust beneficiaries. The Board of Directors of the Center, one of the trust beneficiaries, designated the distributed funds for the construction of a building to house the Children's Program. See Note 4 for further information regarding the Marguerite Fayard Charitable Trust distribution and subsequent investment by the Center.

Permanently Restricted

Permanently restricted net assets consist of the Center's 10% portion of the fair value of the David Charles Segaloff Trust at December 31, 2017. See Note 3 for further information regarding the Trust.

NOTE 7 – EMPLOYEE BENEFIT PLAN

The Center maintains a retirement plan (Simple Plan) for its employees. The plan allows employees to defer annually up to \$12,500 of their salaries as contributions subject to the Internal Revenue Code maximum limitations. The Center may also make matching contributions, currently three percent, under the plan. Employee and Center contributions to the plan totaled \$25,036 for the year ended December 31, 2017, which includes matching contributions of \$9,148 included in employee benefits in the statement of functional expenses.

NOTE 8 – LEASE COMMITMENTS

The Center leases facilities and equipment on a month-to-month and annual basis. Rent expense totaled \$49,174 for the year and is included in shelter services and operation and in general and administrative expenses in the statement of activities. There were no operating leases with noncancelable terms in excess of one year as of December 31, 2017.

NOTE 9 - DONATED MATERIALS, SUPPLIES, EQUIPMENT, AND SERVICES

The Center receives various types of in-kind contributions. Contributed services are recognized at fair value if the services received (a) create or enhance long-lived assets or (b) require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation. Contributions of tangible assets are recognized at fair value when received. The amounts reflected in the accompanying financial statements as donated assets are offset by a like amount included in assets held for sale on the statement of financial position. The Center was a recipient of a parcel of land during the year ended December 31, 2016, with a fair value of the land on the date of donation of \$2,610, and a single-family home during the year ended December 31, 2017, with a fair value on the date of donation of \$81,722, both are currently reported on the balance sheet as assets held for sale.

GULF COAST CENTER FOR NONVIOLENCE, INC.
(Formerly known as GULF COAST WOMEN'S CENTER FOR NONVIOLENCE, INC.)
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2017

NOTE 9 - DONATED MATERIALS, SUPPLIES, EQUIPMENT, AND SERVICES (Continued)

During the year ended December 31, 2017, the Center also received donated office space totaling \$25,638. Contributions of the donated space are recognized at fair value of the rental. The amounts reflected in the accompanying financial statements as donated facilities – in kind are offset by a like amount included in rent expense on the statement of functional expenses.

Generally, the Center does not record the value of donated materials and supplies. Accounting principles generally accepted in the United States of America require that items such as donated inventory, supplies, and materials be recorded at fair value as of the date of donation. This departure from accounting principles generally accepted in the United States of America is not considered material due to the insignificant amount individually, and in the aggregate, of these donated items.

The Center actively solicits and receives volunteer services from the general public. Management estimates approximately 28,000 volunteer hours were received from non-professionals and professionals. Of the volunteer hours, less than one percent relates to hours received from professionals. No amounts have been recognized in the accompanying statement of activities because the criteria for recognition of such volunteer effort have not been satisfied for non-professional volunteer hours and the value of the professional volunteer hours which do meet the criteria for recognition is not material to the financial statements.

NOTE 10 – OTHER SOURCES

During 2017, the Center received numerous one time donations and grants to assist with the operation of the Northcutt Legal Clinic and administrative costs. Approximately 35%, or \$108,468, of these funds was received from national and state corporations. A single-family home was also donated, see Note 9. These amounts are included in other sources in the statement of activities.

NOTE 11 – RISKS AND UNCERTAINTIES

Credit Risk

The Center maintains its cash balances in five financial institutions located in Biloxi, Mississippi. The balances at these financial institutions are insured by the Federal Deposit Insurance Corporation (FDIC). At various times there may be balances in the banks that exceed the FDIC limit. However, at December 31, 2017, the Center had no uninsured cash balances. Cash accounts at brokerage firms are insured by the Securities Investors Protection Corporation (SIPC) up to \$250,000 and the securities are insured by SIPC up to \$500,000. Balances above \$500,000 are secured by additional protection purchased by the brokerage firms; however, the aggregate protection limit for all claims is \$1.9 billion per brokerage firm. SIPC insurance covers theft or destruction of securities and cash; it does not cover market losses. As of December 31, 2017, the Center had no significant investments or cash with brokerage firms which were unsecured by SIPC limits.

REPORTS ON COMPLIANCE AND INTERNAL CONTROL

GULF COAST CENTER FOR NONVIOLENCE, INC.
(Formerly known as GULF COAST WOMEN'S CENTER FOR NONVIOLENCE, INC.)
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2017

NOTE 11 – RISKS AND UNCERTAINTIES (Continued)

Economic Dependency

The Center received approximately 83% of the Center's total support from local governmental entities and federal and state grants for the year ended December 31, 2017. Approximately 70% was from federal grants and 8% was from local governmental entities. The remaining 5% was from state grants.

NOTE 12 – SUBSEQUENT EVENTS

The Center has evaluated subsequent events through May 15, 2018, the date which the financial statements were issued. The following subsequent events were identified requiring disclosure.

Subsequent to year end, the donated single-family home that is included in assets held for sale was sold for \$81,722.



ALEXANDER | VAN LOON | SLOAN | LEVENS | FAVRE, PLLC
Certified Public Accountants & Business Consultants

AVL WEALTHCARE, LLC
Wealth Management

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND
OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

May 15, 2018

Board of Directors

Gulf Coast Center for Nonviolence, Inc.

(Formerly known as Gulf Coast Women's Center for Nonviolence, Inc.)

Biloxi, Mississippi

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Gulf Coast Center for Nonviolence, Inc. (a nonprofit organization), which comprise the statement of financial position as of December 31, 2017, and the related statements of activities, cash flows, and functional expenses for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated May 15, 2018.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Gulf Coast Center for Nonviolence, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Gulf Coast Center for Nonviolence, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of the Gulf Coast Center for Nonviolence, Inc.'s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Board of Directors
Gulf Coast Center for Nonviolence, Inc.
(Formerly known as Gulf Coast Women's Center for Nonviolence, Inc.)
May 15, 2018

Internal Control Over Financial Reporting (Continued)

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Gulf Coast Center for Nonviolence, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Alexander Van Loon, Sloan, Levens & Favre, PLLC

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Certified Public Accountants
Gulfport, Mississippi



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Certified Public Accountants & Business Consultants

AVL WEALTHCARE, LLC
Wealth Management

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE
FOR THE MAJOR PROGRAM AND ON INTERNAL CONTROL
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

May 15, 2018

Board of Directors

Gulf Coast Center for Nonviolence, Inc.

(Formerly known as Gulf Coast Women's Center for Nonviolence, Inc.)

Biloxi, Mississippi

Report on Compliance for the Major Federal Program

We have audited Gulf Coast Center for Nonviolence, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on Gulf Coast Center for Nonviolence, Inc.'s major federal program for the year ended December 31, 2017. Gulf Coast Center for Nonviolence, Inc.'s major federal program is identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for Gulf Coast Center for Nonviolence, Inc.'s major federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Gulf Coast Center for Nonviolence, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the major federal program. However, our audit does not provide a legal determination of Gulf Coast Center for Nonviolence, Inc.'s compliance.

Board of Directors
Gulf Coast Center for Nonviolence, Inc.
(Formerly known as Gulf Coast Women's Center for Nonviolence, Inc.)
May 15, 2018

Opinion on the Major Federal Program

In our opinion, Gulf Coast Center for Nonviolence, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended December 31, 2017.

Report on Internal Control Over Compliance

Management of Gulf Coast Center for Nonviolence, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Gulf Coast Center for Nonviolence, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on the major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for the major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Gulf Coast Center for Nonviolence, Inc.'s internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Alexander, Van Loon, Sloan, Levens & Favre, PLLC

ALEXANDER, VAN LOON, SLOAN, LEVENS & FAVRE, PLLC
Certified Public Accountants
Gulfport, Mississippi

GULF COAST CENTER FOR NONVIOLENCE, INC.
(Formerly known as GULF COAST WOMEN'S CENTER FOR NONVIOLENCE, INC.)
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED DECEMBER 31, 2017

Federal Grantor/Pass-Through Grantor/ Program or Cluster Title	Federal CFDA Number	Identifying Number	Federal Expenditures
U.S. Department of Housing and Urban Development			
Passed through the City of Biloxi:			
Community Development Block Grants	14.218	64-0634613	\$ 10,000
Passed through the City of Pascagoula:			
Community Development Block Grants	14.218	64-0634613	6,500
Passed through the Mississippi Home Corporation:			
Emergency Shelter Grants Program	14.231	1727-ESG-GCWC-16	129,328
		1727-ESG-GCWC-17	19,089
		1727-ESG-AHS-16	40,792
		1727-ESG-AHS-17	10,031
			<u>199,240</u>
Special Needs Assistance Program- Supportive Housing Program	14.235	MS 0025L 4G 031 407	<u>84,739</u>
<i>Total U.S. Department of Housing and Urban Development</i>			<u>300,479</u>
U.S. Department of Justice			
Passed through the Mississippi Department of Public Safety			
Violence Against Women Formula Grants	16.017	15SX5231	11,529
Health			
Violence Against Women Formula Grants	16.017	2017	<u>14,066</u>
			<u>25,595</u>
Passed through the Mississippi Coalition Against Sexual Assault			
Rural Education and Prevention Program (REAP)	16.524	2015-WL-AX-0054	<u>200,509</u>
Passed through Mississippi Department of Health			
Crime Victim Assistance	16.575	VA-15-009	234,452
		VA-16-009	370,494
		VA-16-001	97,483
		VA-2016	17,406
		VA 15 001	60,340
			<u>780,175</u>
Passed through the Mississippi Department of Public Safety			
Violence Against Women Formula Grants	16.588	15SV5231	26,230
		15SX5232	15,912
			<u>42,142</u>
Transitional Housing Assistance for Victims of Domestic Violence, Dating Violence, Stalking, or Sexual Assault	16.736	2016-WH-AX-0061	<u>107,343</u>
<i>Total U.S. Department of Justice</i>			<u>1,155,764</u>

GULF COAST CENTER FOR NONVIOLENCE, INC.
(Formerly known as GULF COAST WOMEN'S CENTER FOR NONVIOLENCE, INC.)
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (Continued)
FOR THE YEAR ENDED DECEMBER 31, 2017

Federal Grantor/Pass-Through Grantor/ Program or Cluster Title	Federal CFDA Number	Identifying Number	Federal Expenditures
U.S. Department of Health and Human Services			
Passed through the State of Mississippi			
Department of Health:			
Preventive Health and Health Services			
Block Grant	93.136	64-0634613	34,187
Family Violence Prevention and Services	93.671	64-0634613	146,274
Injury Prevention and Control Research and State and Community Based Programs	93.991	64-0634613	10,943
Block Grants for Community Mental Health Services	93.958	CM08-8411	67,076
<i>Total U.S. Department of Health and Human Services</i>			258,480
U.S. Department of Homeland Security			
Passed through the Open Doors Homeless Coalition			
Emergency Food and Shelter Program	97.024	LRO 513600-001, Phase 33	13,968
	97.024	LRO 513600-001, Phase 34	6,131
Passed through the United Way of Jackson and George Counties			
Emergency Food and Shelter Program	97.024	LRO 513600-001, Phase 33	3,009
Emergency Food and Shelter Program	97.024	LRO 513600-001, Phase 34	3,879
<i>Total U.S. Department of Homeland Security</i>			26,987
Total Expenditures of Federal Awards			\$ 1,741,710

GULF COAST CENTER FOR NONVIOLENCE, INC.
(Formerly known as GULF COAST WOMEN'S CENTER FOR NONVIOLENCE, INC.)
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED DECEMBER 31, 2017

NOTE 1- BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (Schedule) is included in the federal award activity of Gulf Coast Center for Nonviolence, Inc. under programs of the federal government for the year ended December 31, 2017. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Gulf Coast Center for Nonviolence, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of Gulf Coast Center for Nonviolence, Inc.

NOTE 2- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the schedule of expenditures of federal awards are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. The cost principles are applied based on the period of expenditures.

The Gulf Coast Center for Nonviolence, Inc. has not elected to use the 10 percent de minimis indirect cost rate as allowed under the Uniform Guidance.

GULF COAST CENTER FOR NONVIOLENCE, INC.
(Formerly known as GULF COAST WOMEN'S CENTER FOR NONVIOLENCE, INC.)
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED DECEMBER 31, 2017

Section I – Summary of Auditors' Results

Financial Statements

Type of auditors' report issued	Unmodified
Internal Control over financial reporting:	
Material Weaknesses identified?	No
Significant Deficiencies identified that are not considered to be material weaknesses?	None reported
Noncompliance material to financial statements noted?	No

Federal Awards

Internal Control Over Major Programs:	
Material Weaknesses identified?	No
Significant Deficiencies identified that are not considered to be material weaknesses?	None reported
Type of auditors' report issued on compliance for major programs	Unmodified
Any audit findings disclosed that are required to be reported in accordance with 2 CFR section 200.516(a)?	No

Program tested as major program:

<u>CFDA Number(s)</u>	<u>Name of Federal Program</u>
16.575	Crime Victim Assistance

Dollar threshold used to distinguish between type A and B Programs	\$750,000
Auditee qualified as low-risk auditee?	Yes

GULF COAST CENTER FOR NONVIOLENCE, INC.
(Formerly known as GULF COAST WOMEN'S CENTER FOR NONVIOLENCE, INC.)
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED DECEMBER 31, 2017

Section II – Financial Statement Findings

None

Section III – Federal Award Findings

None



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
City Council

Date: 10/10/2018

Subject: Resolution - authorizing a Donation of Funds to the Harrison County Library System pursuant to Miss. Code Ann. § 39-3-79(3) (2015), 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 A DONATION OF FUNDS TO THE HARRISON COUNTY LIBRARY SYSTEM PURSUANT TO MISS. CODE ANN. § 39-3-79(3) (2015), AND FOR RELATED PURPOSES

WHEREAS, pursuant to Miss. Code Ann. § 39-3-7(3) (2015), a municipality may donate “any available funds for the support, upkeep and maintenance of any public library or public library system located in such municipality”; and

WHEREAS, the City of Gulfport desires to donate funds, in the amount of \$418,350.00 to the Harrison County Library System in support of the Gulfport-Harrison County Library, which is located within the corporate boundaries of the City of Gulfport; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such donation and that making the aforementioned donation, which shall be paid out of available funds in the general fund of the City, is in the best interest of the City of Gulfport.

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

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

Section 2. That the City of Gulfport, by and through its Mayor, is hereby authorized to donate municipal funds, via special check which is hereby authorized, in the amount of \$418,350.00 to the Harrison County Library System for the benefit of the Gulfport-Harrison County Library.

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 Library System
Gulfport, Mississippi**

Financial Statements

September 30, 2017

**Harrison County Library System
Gulfport, Mississippi**

September 30, 2017

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List of Officials

Harrison County Library System
List of Officials
September 30, 2017

Board of Trustees	Representing	Term Expires
Donald Moore, Chairman	City of Pass Christian	Expired**
Ramona Peresich, Vice Chairman	Harrison County	Expired**
Clare Rhodeman	City of Biloxi	Expired**
Dave Vincent	City of Gulfport	January, 2019
Joan Kostmayer	City of D'Iberville	June, 2021

Executive Director

Robert M. Lipscomb

Administrative Assistant

Melissa Bratton Schwarz

Head Librarians

Mike Alexander – City of Gulfport
Sharon Davis – City of Biloxi
Lucienne Gautier – City of D'Iberville
Wendy Allard – City of Pass Christian

** The Harrison County Board of Supervisors has not taken official action to extend or renew the terms of current trustees. The listed trustees are continuing to serve until such action is taken.

Independent Auditor's Report

**FLETCHER
& COMPANY, PLLC**
CERTIFIED PUBLIC ACCOUNTANTS

10598 D'Iberville Blvd., Suite G
D'Iberville, MS 39540

Dean A. Fletcher, CPA

Phone: 228-594-6559
Fax: 228-594-6554

Independent Auditor's Report

Board of Trustees
Harrison County Library System
Gulfport, Mississippi

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and each major fund of Harrison County Library System as of and for the year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise the Harrison County Library System's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of Harrison County Library System as of September 30, 2017, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Members:

American Institute of CPAs • AICPA Division of CPA Firms-Private Companies Practice Section • Mississippi Society of CPAs


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Other Matters***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 4-8 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated April 25, 2018, on our consideration of the Harrison County Library System's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Harrison County Library System's internal control over financial reporting and compliance.

Shelley and Company, P.L.L.C.
Certified Public Accountants

D'Iberville, Mississippi
April 25, 2018

Management's Discussion and Analysis

**HARRISON COUNTY LIBRARY SYSTEM
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED SEPTEMBER 30, 2017**

The discussion and analysis of Harrison County Library System's financial performance provides an overall narrative review of the Library System's financial activities for the year ended September 30, 2017. The intent of this discussion and analysis is to look at the Library System's performance as a whole; readers should also review the notes to the basic financial statements and the financial statements to enhance their understanding of the Library System's financial performance. Information contained in this section is qualified by the more detailed information contained elsewhere in this System's financial statements, notes to financial statements and any accompanying materials. To the extent this discussion contains any forward-looking statements of the System's plans, objectives, expectations and prospects, the actual results could differ materially from those discussed therein.

Financial Highlights

Total net position decreased by \$279,832 from fiscal year 2016.

Total revenues increased \$93,960 or 3.19% from fiscal year 2016.

The General Fund had \$3,015,842 in total revenues and \$3,295,674 in total expenses.

The Fiduciary Funds had \$22,202 in total revenues and \$2,957 in total expenses.

Capital assets, net of accumulated depreciation, decreased by \$351,858.

Current liabilities, principally payroll-related accruals decreased \$1,320.

Noncurrent liabilities, principally accrued compensated absences and net pension liability, decreased \$618,714.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the System's basic financial statements. The System's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

**HARRISON COUNTY LIBRARY SYSTEM
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED SEPTEMBER 30, 2017**

Government-wide financial statements. The government-wide financial statements are designed to provide readers with a broad overview of the System's finances. These statements consist of the Statement of Net Position and the Statement of Activities, which are prepared using the flow of economic resources measurement focus and the accrual basis of accounting. The current year's revenues and expenses are taken into account regardless of when cash is received or paid.

The Statement of Net Position presents information on all the System's non-fiduciary assets, liabilities, and deferred inflows/outflows of resources, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the System is improving or deteriorating.

The Statement of Activities presents information showing how the System's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal years.

The government-wide financial statements outline functions of the System that are principally supported by intergovernmental revenues. The basic financial statements can be found on pages 9-10 of this report.

Fund financial statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The System uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the System can be divided into two categories: governmental funds and fiduciary funds.

Governmental funds. Governmental funds financial statements focus on current spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating the System's current financing requirements. Governmental funds are reported using modified accrual accounting. This method of accounting measures cash and other assets that can be easily converted to cash. The Governmental funds financial statements provide a detailed short-term view of the System's operations and are presented on pages 11 and 13.

Fiduciary funds. Fiduciary funds are used to account for resources held for the benefit of parties outside the System. Fiduciary funds are reported separately in the financial statements because resources of those funds are not available to support the System's own operations. The accrual basis of accounting is used for fiduciary funds. The Library System is responsible for ensuring that the assets reported in these funds are used for their intended purpose. The Library System's fiduciary activities are presented on pages 15-16.

**HARRISON COUNTY LIBRARY SYSTEM
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED SEPTEMBER 30, 2017**

Reconciliation of Government-wide and Fund Financial Statements. The financial statements include two schedules on pages 12 and 14, that reconcile the amounts reported on the governmental funds financial statements (modified accrual basis of accounting) with the government-wide financial statements (accrual basis of accounting). The following summarizes the major differences between the two statements:

Capital assets used in governmental activities are not reported on governmental funds financial statements.

Capital outlay spending results in capital assets on government-wide financial statements, but is reported as expenditures on the governmental funds financial statements.

Certain other inflows and outflows represent either increases or decreases in net position in the government-wide financial statements, but are not reported as revenues or expenditures on the governmental funds financial statements.

Notes to the Financial Statements. The notes provide additional information that is essential to a full understanding of the data provided in the basic financial statements. The notes to the financial statements can be found on pages 17-31 of this report.

Required Supplementary Information. In addition to the basic financial statements and accompanying notes, this report also presents a budgetary comparison schedule as required supplementary information. The System adopts an annual operating budget for the general fund. Additionally, the Schedule of the System's proportionate share of the net pension liability and the schedule of the System's contributions are presented in this section.

Government-Wide Financial Analysis

Net Position - Net position may serve over time as a useful indicator of the System's financial position. At September 30, 2017 and 2016, The System's liabilities and deferred inflows of resources exceeded its assets and deferred outflows of resources by \$2,967,135 and \$2,687,303, respectively.

**HARRISON COUNTY LIBRARY SYSTEM
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED SEPTEMBER 30, 2017**

The following table presents a summary of the System's Statements of Net Position as of September 30, 2017 and 2016.

	<u>2017</u>	<u>2016</u>
Current assets	\$ 383,075	\$ 341,116
Restricted assets	53,143	53,143
Capital assets, net	<u>703,670</u>	<u>1,055,528</u>
Total assets	<u>1,139,888</u>	<u>1,449,787</u>
 Deferred outflows of resources	 <u>156,320</u>	 <u>671,902</u>
 Current liabilities	 91,243	 92,563
Noncurrent liabilities	<u>4,085,644</u>	<u>4,704,358</u>
Total liabilities	<u>4,176,887</u>	<u>4,796,921</u>
 Deferred inflows of resources	 <u>86,456</u>	 <u>12,071</u>
 Net position:		
Invested in capital assets, net	703,670	1,055,528
Restricted	53,143	53,143
Unrestricted	(<u>3,723,948</u>)	(<u>3,795,974</u>)
 Total net position	 \$(<u>2,967,135</u>)	 \$(<u>2,687,303</u>)

Governmental Activities and Changes in Net Position - The System's total revenues for the fiscal years ended September 30, 2017 and 2016 were \$3,015,842 and \$2,929,611, respectively. The total cost of all programs and services was \$3,295,674 and \$4,050,146, respectively. The following table presents a summary of the changes in net position for the fiscal years ended September 30, 2017 and 2016.

Revenues:	<u>2017</u>	<u>2016</u>
Operating	\$ 3,015,496	\$ 2,928,228
Non-operating	<u>346</u>	<u>1,383</u>
 Total revenues	 <u>3,015,842</u>	 <u>2,929,611</u>
 Expenses:		
Operating	3,283,801	4,036,280
Non-operating	<u>11,873</u>	<u>13,866</u>
 Total expenses	 <u>3,295,674</u>	 <u>4,050,146</u>
 Decrease in net position	 \$(<u>279,832</u>)	 \$(<u>1,120,535</u>)

**HARRISON COUNTY LIBRARY SYSTEM
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED SEPTEMBER 30, 2017**

Budgetary Highlights

Over the course of the year, the System operated under an annual operating budget. Donation revenue fluctuates year-to-year and cannot be readily estimated, therefore, no amounts are budgeted for donations. A schedule showing the budget amounts compared to the System's actual financial activity for the General Fund is provided on page 32 of this report.

Capital Assets and Debt Administration

Capital Assets - As of September 30, 2017, the System's total capital assets were \$10,462,345, including building improvements, books, and furniture and equipment. This amount represents an increase of \$137,126 from the previous year. Total accumulated depreciation as of September 30, 2017 was \$9,758,675, resulting in total net capital assets of \$703,670. Depreciation expense for the year totaled \$503,520.

Additional information with regard to the System's capital assets can be found in Note 4 on page 25 of this report.

Debt Administration - At September 30, 2017 and 2016, the System had \$4,085,644 and \$4,704,358, respectively, in noncurrent liabilities, representing the accrual for compensated absences and net pension liability. The System has no other long-term debts.

Current Issues

The Harrison County Library System is proud of its service to the citizens of Harrison County, Mississippi and has committed itself to financial excellence for many years. The Library System's method of financial planning, budgeting and internal financial controls are well regarded. The System plans to continue its sound fiscal management to meet the challenges of the future.

Contacting the Library System's Financial Management

If you have questions about this report, contact the Administrative Office of the Harrison County Library System at (228) 539-0110.

Basic Financial Statements

Harrison County Library System
Statement of Net Position
September 30, 2017

	Governmental <u>Activities</u>
Assets	
Current assets	
Cash and cash equivalents	\$ 381,286
Grants receivable	1,789
Restricted assets:	
Cash and cash equivalents	<u>53,143</u>
Total current assets	<u>436,218</u>
Noncurrent assets	
Capital assets, net	<u>703,670</u>
Total assets	<u>1,139,888</u>
Deferred outflows of resources	
Deferred outflows related to pensions	<u>156,320</u>
Liabilities	
Current liabilities	
Accrued payroll and related liabilities	76,284
Compensated absences, current	<u>14,959</u>
Total current liabilities	<u>91,243</u>
Noncurrent liabilities	
Compensated absences, noncurrent	154,211
Net pension liability	<u>3,931,433</u>
Total noncurrent liabilities	<u>4,085,644</u>
Total liabilities	<u>4,176,887</u>
Deferred inflows of resources	
Deferred inflows related to pensions	<u>86,456</u>
Net Position	
Net investment in capital assets	703,670
Restricted	53,143
Unrestricted	(<u>3,723,948</u>)
Total net position	\$ (<u>2,967,135</u>)

The accompanying notes are an integral part of these financial statements.

Harrison County Library System
Statement of Activities
For the Year Ended September 30, 2017

	Expenses	Charges for Services	Program Revenues	Capital Grants and Contributions	Net Revenue and Changes in Net Position
<u>Governmental activities:</u>					<u>Total</u>
Library services	\$ <u>3,295,674</u>	\$ <u>91,007</u>	\$ <u>2,845,404</u>	\$ <u>-0-</u>	\$ (<u>359,263</u>)
			General revenues:		
			Interest earnings		346
			Donations		49,882
			Other income		<u>29,203</u>
			Total general revenues		<u>79,431</u>
			Change in net position		(<u>279,832</u>)
			Net position, beginning of year		(<u>2,687,303</u>)
			Net position, end of year		\$ (<u>2,967,135</u>)

The accompanying notes are an integral part of these financial statements.

Harrison County Library System
Balance Sheet
Governmental Funds
September 30, 2017

	General Fund	Total Governmental Funds
Assets		
Cash and cash equivalents	\$ 381,286	\$ 381,286
Grants receivable	1,789	1,789
Restricted assets:		
Cash and cash equivalents	<u>53,143</u>	<u>53,143</u>
Total assets	\$ <u>436,218</u>	\$ <u>436,218</u>
Liabilities and Fund Balances		
Liabilities		
Accrued payroll and related liabilities	76,284	76,284
Accrued compensated absences	<u>14,959</u>	<u>14,959</u>
Total liabilities	<u>91,243</u>	<u>91,243</u>
Fund balances		
Restricted	53,143	53,143
Unassigned	<u>291,832</u>	<u>291,832</u>
Total fund balances	<u>344,975</u>	<u>344,975</u>
Total liabilities and fund balances	\$ <u>436,218</u>	\$ <u>436,218</u>

The accompanying notes are an integral part of these financial statements.

Harrison County Library System
Reconciliation of the Governmental Funds Balance Sheet
to the Statement of Net Position
September 30, 2017

Total governmental funds balance \$ 344,975

Amounts reported for governmental activities in the Statement of Net Position are different because:

Governmental funds report capital outlays as expenditures. However, in the Statement of Activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense:

Governmental capital assets	\$ 10,462,345	
Accumulated depreciation	<u>(9,758,675)</u>	703,670

Some liabilities, including net pension obligations, are not due and payable in the current period and therefore are not reported in the funds:

Compensated absences, noncurrent	(154,211)	
Net pension liability	(3,931,433)	

Deferred outflows and inflows of resources related to pensions are applicable to future periods and therefore are not reported in the funds:

Deferred outflows of resources related to pensions	\$ 156,320	
Deferred inflows of resources related to pensions	<u>(86,456)</u>	<u>69,864</u>

Net position of governmental activities \$(2,967,135)

The accompanying notes are an integral part of these financial statements.

Harrison County Library System
Statement of Revenues, Expenditures and Changes in Fund Balance
Governmental Funds
For the Year Ended September 30, 2017

	<u>General Fund</u>	<u>Total Governmental Funds</u>
Revenues		
Intergovernmental, local sources	\$ 2,253,250	\$ 2,253,250
Intergovernmental, state sources	425,877	425,877
Donations	49,882	49,882
Other revenue	<u>286,833</u>	<u>286,833</u>
Total revenues	<u>3,015,842</u>	<u>3,015,842</u>
Expenditures		
Current:		
General government	2,809,028	2,809,028
Capital outlay	<u>163,535</u>	<u>163,535</u>
Total expenditures	<u>2,972,563</u>	<u>2,972,563</u>
Net changes in fund balances	43,279	43,279
Fund balances, beginning of year	<u>301,696</u>	<u>301,696</u>
Fund balances, end of year	<u>\$ 344,975</u>	<u>\$ 344,975</u>

The accompanying notes are an integral part of these financial statements.

Harrison County Library System
Reconciliation of the Statement of Revenues, Expenditures
and Changes in Fund Balances of Governmental Funds
to the Statement of Activities
For the Year Ended September 30, 2017

Net change in fund balances – total governmental funds \$ 43,279

Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.

Capital outlay	\$ 163,535	
Depreciation	(503,520)	
Loss on asset disposal	(<u>11,873</u>)	
Excess of depreciation expense and loss on disposal over capital outlay		(351,858)

Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental funds. 7,535

Governmental funds report the amount of employer contributions to the retirement system as expenditures. However, in the statement of activities, the actual pension expense is included in expenditures. Thus, the change in net position differs from the change in fund balance by the difference in the calculated pension expense and the actual employer contributions to the retirement plan. 21,212

Changes in net position of governmental activities \$(279,832)

The accompanying notes are an integral part of these financial statements.

Harrison County Library System
Statement of Fiduciary Net Position
September 30, 2017

	<u>Nell Newman</u>	<u>Unemployment Fund</u>
Current Assets		
Cash and cash equivalents	\$ 3,774	\$ -0-
Investments	297,634	-0-
Restricted assets – cash	<u>-0-</u>	<u>18,439</u>
Total current assets	\$ <u>301,408</u>	\$ <u>18,439</u>
Net Position		
Restricted for:		
Unemployment benefits	\$ -0-	\$ 18,439
Investments	173,030	-0-
Library materials	<u>128,378</u>	<u>-0-</u>
Total net position	\$ <u>301,408</u>	\$ <u>18,439</u>

The accompanying notes are an integral part of these financial statements.

Harrison County Library System
Schedule of Revenues, Expenditures, and Changes in Net Position
Fiduciary Funds
For the Year Ended September 30, 2017

	<u>Nell Newman</u>	<u>Unemployment Fund</u>
Revenues		
Investment income	\$ 22,199	\$ 3
Expenditures		
Investment fees	<u>2,957</u>	<u>-0-</u>
Changes in net position	19,242	3
Net position, beginning of year	<u>282,166</u>	<u>18,436</u>
Net position, end of year	\$ <u>301,408</u>	\$ <u>18,439</u>

The accompanying notes are an integral part of these financial statements.

Notes to Financial Statements

Harrison County Library System
Notes to Financial Statements
September 30, 2017

Note 1 - Summary of Significant Accounting Policies

The financial statements of the Harrison County Library System have been prepared in accordance with accounting principles generally accepted in the United States (GAAP) applicable to governmental units. The following is a summary of the significant accounting policies of the System:

Reporting Entity

The Harrison County Library System (System), was formed on May 18, 1976, under the laws of the State of Mississippi, and under the terms required by Section 39-3-13 of the Mississippi Code of 1972, as amended, as a city-county library system for all of Harrison County and its participating municipalities which includes the cities of Gulfport, Biloxi, Pass Christian and D'Iberville. The purpose of the System is to provide the best library service to the citizens within their respective jurisdictions and for the mutual support of the public library system. For financial reporting purposes, the reporting entity includes all funds that are covered by the oversight responsibility of the System's Board of Trustees. The System's governing Board of Trustees is a five-member board appointed for five year staggered terms with one member representing Harrison County and each of the municipalities. While the local library advisory board may offer recommendations to the Board, the final authority for appointments rests with the Harrison County Board of Supervisors.

The System's reporting entity applies all relevant Governmental Accounting Standards Board (GASB) pronouncements.

Government-Wide and Fund Financial Statements

The government-wide financial statements, including the *Statement of Net Position* and the *Statement of Activities*, report information on all of the non-fiduciary activities of the System. For the most part, the effect of inter-fund activity has been removed from the statements. Governmental activities, which are primarily supported by intergovernmental revenues, are reported separately from business-type activities, which rely extensively on fees and charges for support.

The Statement of Net Position presents the System's non-fiduciary assets and liabilities, with the difference reported as net position. Net position is reported in three categories:

Net investment in capital assets - Consists of capital assets, net of accumulated depreciation and reduced by the outstanding balances of any debt attributable to the acquisition of these assets.

Restricted net position - Consists of net position with constraints placed on its use, whether by 1) external groups such as creditors, grantors or laws and regulations of other governments; or 2) law through constitutional provisions or enabling legislation.

Harrison County Library System
Notes to Financial Statements
September 30, 2017

Note 1 - Summary of Significant Accounting Policies (Continued)

Government-wide and Fund Financial Statements (Continued)

Unrestricted net position - All other net position that does not meet the definition of "restricted" or "invested in capital assets."

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Donations and other items not properly included among program revenues are reported instead as *general revenues*.

Separate financial statements are provided for governmental funds and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Under the modified accrual basis of accounting, revenues are recognized when they become susceptible to accrual, i.e., measurable and available to pay liabilities of the current period. *Available* means collectible within the current period or soon enough thereafter to pay liabilities of the current period. The System considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recognized when the related fund liability is incurred, if measurable, except for the long-term portion of accumulated compensated absences, which are recognized when due.

Other fines, penalties, and miscellaneous revenues are recorded as revenues when they are received as they are generally not measurable until actually received.

Harrison County Library System
Notes to Financial Statements
September 30, 2017

Note 1 - Summary of Significant Accounting Policies (Continued)

Fund Types and Major Funds

Governmental Funds

Governmental funds are those funds through which the System finances most of its services and are accounted for on the basis of a spending measurement focus. The focus on governmental funds is on the determination of changes in financial position rather than upon net income determination. The System has one governmental fund, the General Fund, which is the System's primary operating fund. It is used to account for all financial resources of the general government except those required to be accounted for in a separate fund.

Fiduciary Funds

Trust Funds – The Expendable Trust Funds are used to account for assets held by the System in a trustee capacity as an agent for individuals, private organizations, and/or other funds. Expendable Trust Funds are accounted for in essentially the same manner as governmental funds.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions. These estimates and assumptions affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

Budgets

The annual budget for the general fund is adopted by the Board of Trustees and amendments may be made on the approval of the Board of Trustees. The Budgetary Comparison Schedule presented on Page 32 presents the original and final adopted budget, the actual data on the budgetary (Non-GAAP) basis, and variances between budgetary amounts and the actual data. In addition, a reconciliation of the budgetary basis schedule to GAAP basis financial statements is also presented.

Cash and Other Deposits

The System deposits excess funds in financial institutions selected by the Board of Trustees. State statutes specify how these depositories are to be selected.

Cash consists of amounts on deposit in demand accounts, cash on hand, and certificates of deposit with original maturities of three months or less.

Harrison County Library System
Notes to Financial Statements
September 30, 2017

Note 1 - Summary of Significant Accounting Policies (Continued)

Cash and Other Deposits (Continued)

Mississippi statutes allow public entities to select depositories on the basis of competitive bid. The collateral for these deposits are held in the name of the State Treasurer under a program established by the Mississippi State Legislature and is governed by Section 27-105-5 of the Mississippi Code. Under this program, the Commission's funds are protected through a collateral pool administered by the State Treasurer. Financial institutions holding deposits of public funds must pledge securities as collateral against those deposits. In the event of failure of a financial institution, securities pledged by that institution would be liquidated by the State Treasurer to replace the public deposits not recovered by the FDIC.

Restricted Assets

Assets are reported as restricted when limitations on their use change the nature or normal understanding of the availability of the assets. Such constraints are either externally imposed by creditors, contributors, grantors, or laws.

Noncurrent Liabilities

The System's noncurrent liabilities consist of its accrual for compensated absences that are expected to be realized in excess of one year and the net pension liability.

Net Position

Net position represents the difference between assets and liabilities. Net position is comprised of the System's investment in net capital assets, which consists of capital assets net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition, construction, or improvement of those assets. Portions of net position are reported as restricted when there are limitations imposed on their use either through constitutional provisions or enabling legislation or through external restrictions imposed by creditors, grantors, laws or regulations of other governments.

Investments

The System is allowed, by statute, to invest excess funds in any bonds or other direct obligations of the United States of America or the State of Mississippi, or of any county or municipality of this state, when such county or municipal bonds have been properly approved; or in interest-bearing time certificates of deposit or interest-bearing accounts with any financial institution approved for the deposit of state funds; or in any type of investment permitted by Sections 27-105-33(d) and 27-105-33(e), Miss. Code Ann. (1972).

Harrison County Library System
Notes to Financial Statements
September 30, 2017

Note 1 - Summary of Significant Accounting Policies (Continued)

Fund Balance

Governmental fund balances are classified as follows:

Non-spendable – amounts that cannot be spent either because they are in non-spendable form or because they are legally or contractually required to be maintained intact.

Restricted – amounts that can be spent only for specific purposes because of constitutional provisions or enabling legislation or because of constraints that are externally imposed by creditors, grantors, contributors, or the laws or regulations of other governments.

Committed – amounts that can be used only for specific purposes determined by a formal action of the Board. The Board is the highest level of decision-making authority for the System. Commitments may be established, modified, or rescinded only through resolutions approved by the Board.

Assigned – amounts that do not meet the criteria to be classified as restricted or committed, but that are intended to be used for specific purposes. Only the Board may assign amounts for specific purposes.

Unassigned – all other spendable amounts.

As of September 30, 2017, governmental fund balances are comprised of the following:

<u>General Fund</u>	
Restricted	\$ 53,143
Unassigned	<u>291,832</u>
Total	<u>\$ 344,975</u>

Capital Assets

Capital assets, which include property and equipment, net of depreciation, are reported in the applicable governmental columns in the financial statements. The System generally capitalizes assets with an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

Harrison County Library System
Notes to Financial Statements
September 30, 2017

Note 1 - Summary of Significant Accounting Policies (Continued)

Capital Assets (Continued)

Property and equipment of the System are depreciated using the straight-line method over the following estimate useful lives:

Buildings and improvements	40 years
Furniture and equipment	5 years
Art held for exhibit	10 years

Unemployment Benefits

This account represents the fund balance of the unemployment compensation revolving fund, which is legally restricted for the payment of unemployment benefits.

Investment Purposes

An account that represents the portion of the fund balance in the expendable trust fund set aside for investment purposes, which includes donations received from Nell Newman.

Purchase of Library Materials

An account that represents the fund balance of interest earned on the Nell Newman Endowment Fund (included in the reserve for investments) which are to be used for the purchase of library materials as designated by the System's Board of Trustees.

Accrued Compensated Absences

Employees of the System accumulate unlimited annual leave, with a maximum of 240 hours paid. Annual leave benefits are accrued as a liability to the extent that they meet the following conditions:

1. The obligation relating to employees' rights to receive compensation for future absences is attributable to employees' services already rendered.
2. The obligation relates to rights that vest or accumulate.
3. Payment of the compensation is probable.
4. The amount can be reasonably estimated.

Changes in accrued compensated absences year-to-year are recorded as expenditures. Amounts considered to be currently payable are reported as a current liability. The remaining accrued leave is accounted for as a noncurrent liability.

Harrison County Library System
Notes to Financial Statements
September 30, 2017

Note 1 - Summary of Significant Accounting Policies (Continued)

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to future periods and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to future periods and so will not be recognized as an inflow of resources (revenue) until that time.

Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Public Employees' Retirement System (PERS) and additions to/deductions from PERS' fiduciary net position have been determined on the same basis as they are reported by PERS. For this purpose, the benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

In June 2012, the GASB issued GASB Statement No. 68 *Accounting and Financial Reporting for Pensions*. This statement establishes standards for measuring and recognizing liabilities, deferred outflows of resources, and deferred inflows of resources, and expense/expenditures. For defined benefit pensions, note disclosure and required supplementary information requirements about pensions also are addressed. This Statement is effective for fiscal years beginning after June 15, 2014.

Harrison County Library System
Notes to Financial Statements
September 30, 2017

Note 2 - Cash and Cash Equivalents

All deposits, including short-term certificates of deposit and money market funds, are held with local financial institutions insured by the Federal Deposit Insurance Corporation (FDIC) and are secured through the State of Mississippi Collateral Pool Program. Securities are pledged to the State Treasurer by financial institutions to collateralize public funds. The State Treasurer acts as the agent for all public fund depositors and is responsible for the proper collateralization of public funds.

At September 30, 2017, bank deposits (including restricted deposits) are as follows:

	<u>Bank Balance</u>	<u>Carrying Amount</u>
Cash and cash equivalents	\$ <u>494,813</u>	\$ <u>455,756</u>

Note 3 - Investments

As of September 30, 2017 the System's Nell Newman funds were invested as follows:

	<u>Market Value</u>	<u>Original Cost</u>
FDIC insured sweep account	\$ 3,774	\$ 3,774
Equity mutual funds	92,309	76,297
Fixed income mutual funds	<u>205,325</u>	<u>200,171</u>
Total investments	\$ <u>301,408</u>	\$ <u>280,242</u>

Harrison County Library System
Notes to Financial Statements
September 30, 2017

Note 4 - The following is a summary of changes in capital assets

	Balance 10/01/16	Additions	Retirements	Balances 9/30/16
Library books and other media	\$ 6,819,423	\$ 154,409	\$ 23,529	\$ 6,950,303
Furniture and equipment – Harrison County	761,312	2,184	2,500	760,996
Furniture and equipment – Gulfport	982,157	3,431	180	985,408
Furniture and equipment – Biloxi	1,138,929	1,919	-0-	1,140,848
Furniture and equipment – Pass Christian	382,733	615	200	383,148
Furniture and equipment – D'Iberville	90,862	853	-0-	91,715
Furniture and equipment – Saucier	9,678	124	-0-	9,802
Building improvements	32,925	-0-	-0-	32,925
Artwork held for exhibit	107,200	-0-	-0-	107,200
Total	10,325,219	163,535	26,409	10,462,345
Accumulated depreciation	9,269,691	503,520	14,536	9,758,675
Total changes in capital assets	\$ 1,055,528	\$(339,985)	\$ 11,873	\$ 703,670

Note 5 - Defined Benefit Pension Plan

Plan Description

The System contributes to the Public Employees' Retirement System of Mississippi (PERS), a cost-sharing multiple-employer defined benefit pension plan as defined in GASB Statement 68, *Accounting and Financial Reporting for Pensions*. PERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Plan provisions and the Board of Trustees' authority to determine contribution rates are established by Miss. Code Ann. Section 25-11-1 et seq., (1972, as amended) and may be amended only by the Mississippi Legislature. PERS issues a publicly available financial report that includes financial statements and required supplementary information. That report may be obtained by writing to Public Employees' Retirement System of Mississippi, PERS Building, 429 Mississippi Street, Jackson, MS 39201 or by calling (601) 359-3589 or 1-800-444-PERS.

Benefits Provided

Membership in PERS is a condition of employment granted upon hiring for qualifying employees and officials of the State of Mississippi, state universities, community and junior colleges, and teachers and employees of the public school districts. For those persons employed by political subdivisions and instrumentalities of the State of Mississippi, membership is contingent upon approval of the entity's employees is a condition of employment and eligibility is granted to those who qualify upon hiring.

Harrison County Library System
Notes to Financial Statements
September 30, 2017

Note 5 - Defined Benefit Pension Plan (Continued)

Participating members who are vested and retire at or after age 60 or those who retire regardless of age with at least 30 years of creditable service (25 years of creditable service for employees who became members of PERS before July 1, 2011) are entitled, upon application, to an annual retirement allowance payable monthly for life in an amount equal to 2.0 percent of their average compensation for each year of creditable service up to and including 30 years (25 years for those who became members of PERS before July 1, 2011), plus 2.5 percent for each additional year of creditable service with an actuarial reduction in the benefit for each year of creditable service below 30 years or the number of years in age that the member is four highest compensated years of creditable service. Benefits vest upon completion of eight years of membership service (four years of membership service for those who became members of PERS before July 1, 2007).

PERS also provides certain death and disability benefits. In the event of death prior to retirement of any member whose spouse and/or children are not entitled to a retirement allowance, the deceased member's accumulated contributions and interest are paid to the designated beneficiary.

Cost-of-Living Adjustment (COLA) payment is made to eligible retirees and beneficiaries. The COLA is equal to 3.0 percent of the annual retirement allowance for each full fiscal year of retirement up to the year in which the retired member reaches age 60 (55 for those who became members of PERS before July 1, 2011), with 3.0 percent compounded for each fiscal year thereafter.

Contributions

PERS members are required to contribute 9% of their annual covered salary and the System is required to contribute at an actuarially determined rate. The current rate is 15.75% of annual covered payroll. The contribution requirements of PERS members and employers are established and may be amended only by the State of Mississippi Legislature. The System's contributions to PERS for the fiscal years ending September 30, 2017, 2016 and 2015 were \$237,910, \$243,983 and \$256,975, respectively, which equaled the required contributions for each year.

Pensions Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At September 30, 2017, the System reported a liability of \$3,931,433 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2017, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The System's proportion of the net pension liability was based on a projection of the System's long-term share of contribution to the pension plan relative to projected contributions of all participating entities, actuarially determined. At June 30, 2017, the System's proportion was 0.023650 percent.

Harrison County Library System
Notes to Financial Statements
September 30, 2017

Note 5 - Defined Benefit Pension Plan (Continued)

Pensions Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (Continued)

For the year ended September 30, 2017, the System recognized pension expense of \$216,698. At September 30, 2017, the System reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 56,481	\$ 50,476
Net difference between projected and actual earnings on pension plan investments		28,687
Changes in assumptions	87,380	6,699
Changes in proportion	(41,530)	594
System contributions subsequent to the measurement date	<u>53,989</u>	<u> </u>
Total	\$ <u>156,320</u>	\$ <u>86,456</u>

Deferred outflows of resources related to pensions resulting from System contributions subsequent to the measurement date totaling \$53,989 will be recognized as a reduction to the net pension liability in the year ended September 30, 2018. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Years ended September 30:	
2018	\$ 56,921
2019	50,436
2020	(6,631)
2021	<u>(84,851)</u>
Total	\$ <u>15,875</u>

Actuarial assumptions. The total pension liability in the June 30, 2017 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	3.00 percent
Salary increases	3.75 – 18.50 percent, including inflation
Investment rate of return	7.75 percent, net of pension plan investment expense, including inflation

Harrison County Library System
Notes to Financial Statements
September 30, 2017

Note 5 - Defined Benefit Pension Plan (Continued)

Pensions Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (Continued)

Mortality rates were based on the RP-2014 Healthy Annuitant Blue Collar Table projected with Scale BB to 2022, set forward one year for males.

The actuarial assumptions used in the June 30, 2017 valuation were based on the results of an actuarial experience study for the period July 1, 2012 to June 30, 2016. The experience report is dated April 18, 2017.

The long-term expected rate of return on pension plan investments was determined using a log-normal distribution analysis in which best-estimate ranges of expected future real rates of return (expected nominal returns, net of pension plan investment expense and the assumed rate of inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target asset allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

	<u>Target Allocation</u>	<u>Long-Term Expected Real Rate of Return</u>
U.S. Broad	27.00%	4.60%
International Equity	18.00	4.50
Emerging Markets Equity	4.00	4.75
Fixed Income	18.00	0.75
Global	12.00	4.75
Emerging Debt	2.00	2.25
Real Assets	10.00	3.50
Private Equity	8.00	5.10
Cash	<u>1.00</u>	0.00
Total	<u><u>100.00%</u></u>	

Discount Rate – The discount rate used to measure the total pension liability was 7.75 percent. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate (9.00%) and that Employer contributions will be made at the current employer contribution rate (15.75%). Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Harrison County Library System
Notes to Financial Statements
September 30, 2017

Note 5 - Defined Benefit Pension Plan (Continued)

Pensions Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (Continued)

Sensitivity of the System's proportionate share of the net pension liability to changes in the discount rate. The following presents the System's proportionate share of the net pension liability as of the measurement date, calculated using the discount rate of 7.75 percent, as well as what the System's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.75 percent) or 1-percentage-point higher (8.75 percent) than the current rate:

	1% Decrease <u>(6.75%)</u>	Discount Rate <u>(7.75%)</u>	1% Increase <u>(8.75%)</u>
System's proportionate share of the net pension liability	\$ 5,516,337	\$ 3,931,433	\$ 2,914,497

Pension plan fiduciary net position. Detailed information about the pension plan's fiduciary net position is available in the separately issued PERS financial report.

Note 6 - Deferred Compensation Plan – State Sponsored

The Mississippi Public Employees' Retirement System (PERS) offers the System's employees voluntary participation in a deferred compensation plan created in accordance with Internal Revenue Code (IRC) Section 457. The Plan, available to all System employees, permits them to defer a portion of their salary until future years. The deferred compensation is not available to employees until termination, retirement, death, or unforeseeable emergency.

Effective January 1, 1997, the Plan was amended by the State in accordance with the provisions of IRC Section 457(g). On that date, assets of the Plan were placed in trust by the State for the exclusive benefit of participants and their beneficiaries. The requirements of that IRC Section prescribe that the assets are no longer subject to the claims of the System's general creditors. Accordingly, the assets and the liabilities for the compensation deferred by plan participants are not included in the System's financial statements.

Harrison County Library System
Notes to Financial Statements
September 30, 2017

Note 7 - Risk Management

The System is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. Except as described below, the System carries commercial insurance for these risks.

Unemployment Insurance

The System maintains a revolving fund for unemployment compensation benefits. The System is self-insured for all unemployment claims filed with the Mississippi Department of Employment Security by former System employees. The possibility of additional liability exists, but that amount, if any, cannot be determined.

Tort Claims

The System is a member and participant in the Mississippi Tort Claims Fund under the administration of the Mississippi Tort Claims Board. This entity is a self-insurance tort (civil suit) claims fund organized under Mississippi Code Ann. 1972 section 11-46-17. Membership for governmental bodies is mandatory. The group is self-insured for claims up to \$500,000 per occurrence. Under section 11-46-15 and 11-46-16 of the Mississippi Code Ann. 1972, no court is allowed to issue a verdict in excess of the \$500,000 coverage, or if the entity carries excess liability insurance, in excess of the additional coverage. The members of the group are jointly and severally liable for the obligations of the group. The possibility of additional liability exists, but that amount, if any cannot be determined.

Note 8 - Leases

The System leases books under several agreements classified as operating leases. The leases are renewed annually at the System's option. The lease expense for the year was \$6,757.

Harrison County Library System
Notes to Financial Statements
September 30, 2017

Note 9 - Mississippi Library Commission Support

The Harrison County Library System receives funding under a subgrant agreement and other support from the Mississippi Library Commission. Funding received during the fiscal year ended September 30, 2017, may be summarized as follows:

	<u>Amount</u>
State funding sources:	
Personnel Incentive Subgrant Program:	
SP17-362-16-0	\$ 167,845
SP18-362-16-0	<u>47,663</u>
Subtotal	<u>215,508</u>
Health Insurance Subgrant Program:	
SH17-360-16-0	171,058
SH18-360-16-0	<u>34,532</u>
Subtotal	<u>205,590</u>
Life Insurance Subgrant Program:	
SL17-361-16-0	2,492
SL18-361-16-0	<u>498</u>
Subtotal	<u>2,990</u>
ILL Transport Cooperative	
FIT14-000-16-0	<u>1,789</u>
Total State funding sources	<u>\$ 425,877</u>

Note 10 – Subsequent Events

Management has evaluated subsequent events through April 25, 2018, the date the financial statements were issued. There were no subsequent events identified requiring disclosure or adjustment to the financial statements.

Required Supplementary Information

Harrison County Library System
Budgetary Comparison Schedule (Non-GAAP Basis)
General Fund
For the Year Ended September 30, 2017

	General Fund		
	Original and Final Budget	Actual	Variance Favorable (Unfavorable)
Revenues			
Intergovernmental	\$ 2,693,144	\$ 2,677,338	\$ (15,806)
Donations	-0-	49,882	49,882
Other	430,841	286,833	(144,008)
 Total revenues	<u>3,123,985</u>	<u>3,014,053</u>	(109,932)
 Expenditures			
General government			
Personal services	2,244,846	2,177,943	66,903
Library materials	164,000	36,175	127,825
Maintenance and operations	690,589	596,230	94,359
Capital outlay	24,550	163,535	(138,985)
 Total expenditures	<u>3,123,985</u>	<u>2,973,883</u>	<u>150,102</u>
 Excess of revenues over expenditures	\$ <u>-0-</u>	\$ <u>40,170</u>	\$ <u>40,170</u>

**Reconciliation of budgetary basis
schedules to GAAP basis financial
statements:**

Excess of revenues over expenditures	\$ 40,170
Adjustments to conform to GAAP:	
Net adjustments for revenue accruals	1,789
Net adjustments for expenditure accruals	<u>1,320</u>
Net change in fund balance	43,279
Fund balance, beginning of year	<u>301,696</u>
Fund balance, end of year	\$ <u>344,975</u>

The accompanying notes are an integral part of these financial statements.

Harrison County Library System
Schedule of the Library System's Net Pension Liability
PERS
Last 10 Fiscal Years*

	<u>2017</u>	<u>2016</u>	<u>2015</u>
System's proportion of the net pension liability	\$ 3,931,433	\$ 4,542,612	\$ 4,014,858
System's proportionate share of the net pension liability	0.023650%	0.025431%	0.025973%
System's covered – employee payroll	1,428,041	1,531,590	1,533,661
System's proportionate share of the net pension liability as a percentage of its covered – employee payroll	275.30%	296.59%	261.79%
Plan fiduciary net position as a percentage of the total pension liability	61.49%	57.47%	61.70%

The notes to the required supplementary information are an integral part of this schedule.

*The amounts presented for each fiscal year were determined as of the measurement date of June 30 of the year of the fiscal year presented.

This schedule is presented to illustrate the requirement to show information for 10 years. However, GASB 68 was implemented in FYE 9/30/15, and until a full 10-year trend is compiled, the System has only presented information for the years in which information is available.

Harrison County Library System
Schedule of the Library System's Contributions
PERS
Last 10 Fiscal Years

	<u>2017</u>	<u>2016</u>	<u>2015</u>
Statutorily required employer contribution	\$ 237,910	\$ 243,983	\$ 256,975
Contributions in relation to the statutorily required contribution	<u>237,910</u>	<u>243,983</u>	<u>256,975</u>
Contribution deficiency (excess)	\$ <u>-0-</u>	\$ <u>-0-</u>	\$ <u>-0-</u>
Covered – employee payroll	1,510,540	1,549,098	1,631,588
Contributions as a percentage of covered – employee payroll	15.75%	15.75%	15.75%

The notes to the required supplementary information are an integral part of this schedule.

This schedule is presented to illustrate the requirement to show information for 10 years. However, GASB 68 was implemented in FYE 9/30/15, and until a full 10-year trend is compiled, the System has only presented information for the years in which information is available.

Harrison County Library System
Notes to the Required Supplementary Information
For the Year Ended September 30, 2017

Budgetary Comparison Schedule

The Budgetary Comparison Schedule presents the original and final adopted budget, the actual data on the budgetary basis and variances between the original and final budget and actual data; and a reconciliation of budgetary basis schedules to GAAP basis financial statements.

Pension Schedules

Changes of assumptions:

- 2017
 - The expectation of retired life mortality was changed to the RP-2014 Healthy Annuitant Blue Collar Table projected with Scale BB to 2022. Small adjustments were also made to the Mortality Table for disabled lives.
 - The wage inflation assumption was reduced from 3.75% to 3.25%
 - Withdrawal rates, pre-retirement mortality rates, disability rates and service retirement rates were also adjusted to more closely reflect actual experience.
 - The percentage of active member disabilities assumed to be in the line of duty was increased from 6% to 7%.
- 2016
 - The assumed rate of interest credited to employee contributions was changed from 3.50% to 2.00%.
- 2015
 - The expectation of retired life mortality was changed to the RP-2014 Healthy Annuitant Blue Collar Table projected to 2016 using Scale BB rather than the RP-2000 Mortality Table, which was used prior to 2015.
 - The expectation of disabled mortality was changed to the RP-2014 Disabled Retiree Table, rather than the RP-2000 Disabled Mortality Table, which was used prior to 2015.
 - Withdrawal rates, pre-retirement mortality rates, disability rates and service retirement rates were also adjusted to more closely reflect actual experience.
 - Assumed rates of salary increase were adjusted to more closely reflect actual and anticipated experience.
 - The price inflation and investment rate of return assumptions were changed from 3.50% to 3.00% and 8.00% to 7.75%, respectively.

Changes in benefit provisions:

- 2016
 - Effective July 1, 2016, the interest rate on employee contributions shall be calculated based on the money market rate as published by the Wall Street Journal on December 31 of each preceding year with a minimum rate of one percent and a maximum rate of five percent.

Harrison County Library System
Notes to the Required Supplementary Information
For the Year Ended September 30, 2017

Method and assumptions used in calculations of actuarially determined contributions:

The actuarially determined contribution rates in the schedule of employer contributions are calculated as of June 30, two years prior to the end of the fiscal year in which contributions are reported (June 30, 2015 valuation for the June 30, 2017 fiscal year end). The following actuarial methods and assumptions were used to determine the most recent contribution rate reported in that schedule:

Actuarial cost method	Entry age
Amortization method	Level percentage of payroll, open
Remaining amortization period	33.9 years
Asset valuation method	5-year smoothed market
Price inflation	3.00 percent
Salary increase	3.75 percent to 19.00 percent, including inflation
Investment rate of return	7.75 percent, net of pension plan investment expense, including inflation

Report on Compliance and Internal Control

10598 D'Iberville Blvd., Suite G
D'Iberville, MS 39540

Dean A. Fletcher, CPA

Phone: 228-594-6559
Fax: 228-594-6554

**Independent Auditor's Report on Internal Control over Financial
Reporting and on Compliance and Other Matters Based on an Audit of Financial
Statements Performed in Accordance with *Government Auditing Standards***

Board of Directors
Harrison County Library System
Gulfport, Mississippi

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Harrison County Library System as of and for the year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise Harrison County Library System's basic financial statements, and have issued our report thereon dated April 25, 2018.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Harrison County Library System's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Harrison County Library System's internal control. Accordingly, we do not express an opinion on the effectiveness of Harrison County Library System's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Harrison County Library System's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Albino and Company, P.L.L.C.
Certified Public Accountants

D'Iberville, Mississippi
April 25, 2018

Harrison County Library System
Schedule of Findings and Responses
Year ended September 30, 2017

There were no findings relative to the financial statements

Harrison County Library System
Summary Schedule of Prior Audit Findings
Year ended September 30, 2017

Finding 2016-001:

This finding has been resolved.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Heather Dailey, Lt.
Police Department

Date: 10/04/2018

Subject: Budget Amendment #6 - to transfer funds from Motor Vehicle Repair Parts to Capital Outlay within the Police Department Budget.

Recommendation:

Gulfport Police Department

Memo

To: Mayor Billy Hewes and City Council Members

From: Chief Leonard Papania

Date: October 4, 2018

Re: Budget Amendment

Chief of Police is requesting the following amendment so that the Police Department can make capital purchases.

Line Item	Decrease	Increase
Motor Vehicle Repair Parts 213-611300	\$1,118	
Capital Outlet 213-630100		\$1,118
Total	\$1,118	\$1,118

I appreciate your help. If you have any questions, please call.

City of Gulfport

Budget Amendment Request

Fund Name	General Fund	Date	10/04/18
Department #	213	Budget Entry #	2019-6
Department Name	Police		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel	14,689,885	2,215		14,692,100
Supplies	1,387,354	299	(1,118)	1,386,535
Other Services	2,044,430	1,466		2,045,896
Capital	27,000		1,118	28,118
Total	18,148,669	3,980	(1,118)	18,151,531
Police Revenue 010-	-		-	-

The Police Department is requesting a Budget Amendment to increase funds for purchase of vehicle actual cost \$1,118 over budgeted cost.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Jennifer Jones, Office Manager
Legal

Date: 10/05/2018

Subject: Budget Amendment #7 - to establish budget for expenditures associated with the FY 2018-2019 VAWA and VOCA Grants.

Recommendation:

Memorandum

To: Linda Elias, Comptroller

From: Jennifer M. Jones, Office Manager, Asst. to City Attorney



Date: October 5, 2018

Re: Budget Amendment for VAWA and VOCA Grants

Please place the following budget amendments for our two grants on the Council Agenda for October 16, 2018.

VAWA Grant:

Setup new budget for VAWA FY 2018-2019 Grant	\$58,376.00
Amendments to Prior VAWA Grant Years	<u>\$ 0.00</u>
VAWA Grant Current Award Balance (Federal Award)	\$58,376.00

VOCA Grant:

Setup new budget for VAWA FY 2018-2019 Grant	\$46,959.00
Amendments to Prior VAWA Grant Years	<u>\$ 0.00</u>
VOCA Grant Current Award Balance (Federal Award)	\$46,959.00

Please note that all grants run on a FY of July 1, 2018 through June 30, 2019.

Thanks.

City of Gulfport
City Attorney's Office
Grant under the direction of the Prosecutors Office
Council Approved Resolution

Description	Org	Object	Project	2018-2019 Budget
-------------	-----	--------	---------	---------------------

Victims Against Women Act (VAWA) Grant	135		95620	\$ 58,376.00
Personnel (Salaries and Fringe)	135		95620	\$ -
Travel	135	626900	95620	\$ 4,126.00
Contractual	135	620900	95620	\$ 54,250.00
Commodities	135		95620	\$ -
Capital Outlay - Equipment	135		95620	\$ -
Capital Outlay - Other	135		95620	\$ -
Subsidies, Loan and Grants	135		95620	\$ -
Indirect Cost	135		95620	\$ -

Victims Against Women Act (VAWA) Grant Balance as of 10.5.18

\$ 58,376.00

City of Gulfport
City Attorney's Office
Grant under the direction of the Prosecutors Office
Council Approved Resolution

Description	Org	Object	Project	2018-2019 Budget
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Victims of Crime Act (VOCA) Grant	135		95621	\$ 46,959.00
--	-----	--	-------	--------------

Personnel (Salaries and Fringe)	135		95621	\$ -
Travel	135	626900	95621	\$ 4,663.75
Contractual	135	620900	95621	\$ 40,000.00
Commodities	135	610400	95621	\$ 1,375.25
Capital Outlay - Equipment	135	630600	95621	\$ 920.00
Capital Outlay - Other	135		95621	\$ -
Subsidies, Loan and Grants	135		95621	\$ -
Indirect Cost	135		95621	\$ -

Victims of Crime Act (VOCA) Grant Balance as of 10.5.18				<u>\$ 46,959.00</u>
--	--	--	--	---------------------

STOP BUDGET SUMMARY

AGENCY NAME: CITY OF GULFPORT - PROSECUTOR'S OFFICE

FUND SOURCE: MS DEPT. OF HEALTH

PROJECT TITLE: STOP VAWA PROGRAM

The grant budget line-item amounts below shall be applicable only to expense incurred during the following
 Applicable Period: BEGIN: July 1, 2018 END: June 30, 2019

EXPENSE OBJECT LINE-ITEM CATEGORY	FEDERAL AWARD	%	SUBRECIPIENT MATCH	%	TOTAL PROJECT BUDGET	%
Personnel (Salaries and Fringe)	\$0.00		\$8,746.56		\$8,746.56	
Travel	\$4,126.00		\$0.00		\$4,126.00	
Contractual	\$54,250.00		\$8,750.00		\$63,000.00	
Commodities	\$ -		\$700.00		\$700.00	
Capital Outlay - Equipment	\$0.00		\$0.00		\$0.00	
Capital Outlay - Other	\$0.00		\$1,000.00		\$1,000.00	
Subsidies, Loans and Grants	\$0.00		\$0.00		\$0.00	
Indirect Cost	\$0.00		\$0.00		\$0.00	
GRAND TOTAL	\$58,376.00	75.25%	\$19,196.56	24.75%	\$77,572.56	100.00%

Signature of Authorized Official: _____

Title: _____

Date: _____

THIS SECTION FOR OAIV USE ONLY:

Budget Approved by: _____

Date: _____

STOP BUDGET DETAIL SHEET

GRANT BUDGET LINE-ITEM DETAIL:		Federal	Match
AGENCY NAME: CITY OF GULFPORT - PROSECUTOR'S OFFICE			
FUND SOURCE: MS DEPT. OF HEALTH			
PROJECT TITLE: STOP VAWA PROGRAM			
PERSONNEL			
Staff Member Name and Title - Angela Kennedy			
Salary and calculation: \$32,500 X 25%	\$ -	\$	8,125.00
Fringe Item and Calculation: \$32,500.00 X 7.65% X 25%	\$ -	\$	621.56
Repeat Rows as necessary	\$ -	\$	-
TOTAL	\$ -	\$	8,746.56
TRAVEL			
In-State Travel:	AMOUNT		
Item and Description: Mileage (\$ 545/mile X 1500 miles)	\$ 817.50		
	\$ -	\$	-
Repeat row(s) as Necessary	\$ -	\$	-
In-state Total	\$ 817.50	\$	-
Out of State Travel			
Item and Description			
Airfare (\$700.25 X 2 employees) 100%	\$ 1,400.50		
Lodging (\$110 X 2 employees X 3 nights) 100%	\$ 660.00		
Luggage Fee (\$50 - Round Trip x 2) 100%	\$ 100.00		
Meals (\$56 X 2 X 4 days) 100%	\$ 448.00		
Conference Registration (\$350.00 X 2 employees) 100%	\$ 700.00	\$	-
Repeat row(s) as Necessary	\$ -	\$	-
Out of state Total	\$ 3,308.50	\$	-
TOTAL	\$ 4,126.00	\$	-
COMMODITIES			
Office Supplies, Postage, Printing and Binding, and Operating Supplies	\$ -	\$	700.00
Repeat row(s) as Necessary	\$ -	\$	-
	\$ -		\$700.00
CONTRACTUAL			
Item and Description	AMOUNT		
Dawn L. Slough - Special DV Prosecutor	\$ 38,000.00	\$	-
Norman "Pat" Pope - DV Investigator	\$ 16,250.00	\$	8,750.00
TOTAL	\$ 54,250.00	\$	8,750.00
CAPITAL OUTLAY - OTHER			
Item and description:	AMOUNT		
(Operating Supplies)	\$0.00	\$	1,000.00
TOTAL	\$0.00	\$	1,000.00
TOTALS	\$ 58,376.00		\$19,196.56
	75%		25%
TOTAL PROJECT BUDGET		\$	77,572.56

Modification #: 01

as of 8.31.18

[illegible]

[illegible]

VOCA BUDGET SUMMARY

AGENCY NAME: CITY OF GULFPORT, MS - Prosecutor's Office

FUND SOURCE: FEDERAL FUNDS UNDER VOCA - MATCHING FUNDS FROM CITY GENERAL FUND

PROJECT TITLE: CITY OF GULFPORT VICTIM'S SERVICES ADVOCATE

The grant budget line-item amounts below shall be applicable only to expense incurred during the following

Applicable Period:

BEGIN: July 1, 2018

END: June 30, 2019

EXPENSE OBJECT LINE-ITEM CATEGORY	FEDERAL AWARD	%	SUBRECIPIENT MATCH	%	Match Waiver Amt. (VOCA ONLY)	%	TOTAL PROJECT BUDGET	%
Personnel (Salaries and Fringe)	\$0.00		\$10,449.00				\$10,449.00	
Travel	\$4,663.75		\$190.75				\$4,854.50	
Contractual	\$40,000.00		\$603.50				\$40,603.50	
Commodities	\$1,375.25		\$500.75				\$1,876.00	
Capital Outlay - Equipment	\$920.00		\$0.00				\$920.00	
Capital Outlay - Other	\$0.00		\$0.00				\$0.00	
Subsidies, Loans and Grants	\$0.00		\$0.00				\$0.00	
Indirect Cost	\$0.00		\$0.00				\$0.00	
GRAND TOTAL	\$46,959.00	79.99%	\$11,744.00	20.01%	\$0.00	-0.01%	\$58,703.00	100.00%

Signature of Authorized Official: _____

Title: _____

Date: _____

THIS SECTION FOR OAIV USE ONLY:

Budget Approved by: _____

Date: _____

VOCA BUDGET DETAIL SHEET

Complete the Budget Detail Sheet first. The totals will populate the Budget Summary Sheet automatically. Please do not change or alter any of the formulas or calculations contained in the documents provided, as that may result in inaccurate or incomplete budget items. The instructions provided below will provide guidance for completing the Budget Detail Sheet. The Budget Detail Sheet should reflect the budget narrative and include all the same components and items. If you are requesting a waiver of match, please indicate the dollar amount of the waiver at the bottom of the detail sheet.

GRANT BUDGET LINE-ITEM DETAIL:		Federal	Match
AGENCY NAME: CITY OF GULFPORT, MS - Prosecutor's Office FUND SOURCE: FEDERAL FUNDS UNDER VOCA - MATCHING FUNDS FROM CITY GENERAL FUND PROJECT TITLE: CITY OF GULFPORT VICTIM'S SERVICES ADVOCATE			
PERSONNEL			
Staff Member Name and Title: LUKE D. WILSON - CITY PROSECUTOR - PROGRAM COORDINATOR			
Salary and calculation (84,500*10% DIRECT PARTICIPATION)	\$0.00	\$8,450.00	\$8,450.00
Fringe Item and Calculation: Retirement Match (PERS) (Base x .1575)	\$0.00	\$1,331.00	\$1,331.00
Fringe Item and Calculation: FICA (Base x 7.65%)	\$0.00	\$646.00	\$646.00
Fringe Item and Calculation: Worker's Comp	\$0.00	\$22.00	\$22.00
Fringe Item and Calculation: Health Plan - Does not participate in city health plan	\$0.00	\$0.00	
TOTAL	\$0.00	\$10,449.00	\$10,449.00
TRAVEL			
In-State Travel:	AMOUNT		
Item and Description			
Mileage for local training: 1350*.545 for VA & 350*.545 for Prosecutor = 1650mi	\$735.75	\$190.75	\$926.50
Repeat row(s) as Necessary	\$0.00	\$0.00	
In-state Total	\$735.75	\$190.75	\$926.50
Out of State Travel	AMOUNT		
Item and Description			
Airfare for training = \$500 x 3 trips	\$1,500.00	\$0.00	\$1,500.00
Lodging for training (1-2 participants for 3 nights at \$110 per night)	\$660.00	\$0.00	\$660.00
Meals (1-2 participants for 4 days \$56 per day)	\$448.00	\$0.00	\$448.00
Luggage fees (1-2 participants @\$50 round trip x 2 trips)	\$100.00	\$0.00	\$100.00
Registration for seminars @ \$495, \$550& \$100 for 1 participant	\$1,045.00	\$0.00	\$1,045.00
Transportation fees (Taxi, shuttle, Uber, Lyft, parking) 1-2 participants	\$175.00	\$0.00	\$175.00
Out of state Total	\$3,928.00	\$0.00	\$3,928.00
TOTAL	\$4,663.75	\$190.75	\$4,854.50
CONTRACTUAL			
Item and Description	AMOUNT		
Staff Member Name and Title - Jessica Urban - Victims' Services Advocate	\$40,000.00	\$0.00	\$40,000.00
Cell phone for 1 year (\$50.29/mo.) for Program Director (\$50.29*12=\$603.48)	\$0.00	\$603.50	\$603.50
Repeat row(s) as Necessary	\$0.00	\$0.00	
TOTAL	\$0.00	\$0.00	
	\$40,000.00	\$603.50	\$40,603.50
COMMODITIES			
Item and description	AMOUNT		
Office Supplies (general office supplies, paper, toner, tissues, training material & brochures)(\$156.25*12mos.)	\$1,375.25	\$500.75	\$1,876.00
Repeat row(s) as Necessary	\$0.00	\$0.00	
TOTAL	\$0.00	\$0.00	
	\$1,375.25	\$500.75	\$1,876.00
CAPITAL OUTLAY - EQUIPMENT			
Item and description	AMOUNT		
Desk	\$920.00	\$0.00	\$920.00
Repeat row(s) as Necessary	\$0.00	\$0.00	
TOTAL	\$0.00	\$0.00	
	\$920.00	\$0.00	\$920.00
TOTALS		\$46,959.00	\$11,744.00
TOTAL PROJECT BUDGET			\$58,703.00
Match Waiver Amount Requested			\$0.00

City of Gulfport

Budget Amendment Request

Fund Name	General Fund	Date	10/05/18
Department #	135	Budget Entry #	2019-7
Department Name	Legal		
	</		

To approve grant revenues and expenditures to move from general revenues and expenditures to specific grant revenues and expenditures. No net increase or decrease from adopted budget.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Sherry Dulaney, Accounts Payable Supervisor
Accounts Payable

Date: 10/08/2018

Subject: Docket of Claims- to be approved through October 17, 2018.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Nellie Henry, Urban Development Clerk
Code Enforcement

Date: 10/05/2018

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: October 5, 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 16th day of October, 2018.

Please place the attached item on the Council agenda for October 16, 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: October 5, 2018

To: Mayor Billy Hewes
City Council Members

From: Code Enforcement

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

Awarding of Bids

WARD 1

- Parcel 1: 0711G-04-059.000. W 1/2 of Lots 1-2, Blk. 5, Jonestown McCaughan Add. awarded to Richmond Construction for \$2600.00 to remove all trash and miscellaneous debris. Remove inoperable vehicle(s), remove or relocate boat and remove or discard used appliances from site located at 4603 21st Street. (Crosby Est.)
- Parcel 2: 0711H-06-034.000. Lots 16-18 Inc., Blk. 8, Woodlawn awarded to Richmond Construction for \$300.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 2009 41st Avenue. (Gulf South Equity Inv. LLC)
- Parcel 3: 0711L-02-001.000. This parcel awarded to Colliers Lawn LLC for \$350.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 4919 17th Street. (Westley)
- Parcel 4: 0811D-03-014.000. Lots 16-18, Blk. 69, Original Gulfport awarded to Colliers Lawn LLC for \$350.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 2206 31st Avenue. (Hollon)
- Parcel 5: 0811E-03-017.000. Lots 11-12, Blk. 119, Original Gulfport awarded to Colliers Lawn LLC for \$448.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 1801 32nd Avenue. (Kirschenheuter)

WARD 2

- Parcel 6: 0711P-01-006.000. This parcel awarded to Ladner Lawn and Tractor for \$271.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 3610 West Beach Blvd. (NPC Int.)
- Parcel 7: 0711N-04-077.000. S 9 Ft. of Lot 13, All Lots 14-15 & N 13 Ft. of Lot 16, Blk. 8, Central Beach awarded to Ladner Lawn and Tractor for \$337.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 806 Lewis Avenue. (Ferguson)
- Parcel 8: 0811H-01-022.000. Lots 5-7, Blk. 10, East Gulfport awarded to Richmond Construction for \$200.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 1227 19th Street. (Rogers)

WARD 3

- Parcel 9: 0810F-01-012.000. Lots 17-21, Blk. 307, North Gulfport awarded to Colliers Lawn LLC for \$650.00 to cut and clean grounds and remove all trash and miscellaneous debris from site. Remove weeds and vines from structure located on Georgia Avenue. (Smith)
- Parcel 10: 0810N-03-009.000. N 40 Ft. of Lots 13-15 Inc., Blk. 6, Standard Land

- awarded to Colliers Lawn LLC for \$135.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 3012 23rd Avenue. (Brown)
- Parcel 11: 0811B-04-069.000. Lots 15-16 & S 15 Ft. of Lot 17, Blk. 33, Arlington Heights Add. awarded to Ladner Lawn and Tractor for \$234.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 2300 18th Avenue. (Harris Building Solutions LLC)
- Parcel 12: 0811B-04-043.000. Lots 27-28, Blk. 32, Arlington Heights Add. awarded to Colliers Lawn LLC for \$1700.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 2328 17th Avenue. (Sullivan)

WARD 4

- Parcel 13: 0910N-01-018.001. This parcel awarded to Colliers Lawn LLC for \$280.00 to cut and clean grounds and remove all trash and miscellaneous debris from site. Remove all weeds and vines from structure located at 3205 F Avenue. (Mitrenga)
- Parcel 14: 0910K-01-051.000. Lot 51, Belmede Subd. awarded to Colliers Lawn LLC for \$145.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at to 3902 Belmede Place. (Empire Inv. #2 LLC)
- Parcel 15: 0910J-02-003.000. This parcel awarded to Purposed By Design for \$600.00 to cut and clean grounds and remove all trash and miscellaneous debris from site. Remove all weeds and vines from property located at 27 Pass Road. (Williams Inv. Inc.)
- Parcel 16: 0910I-01-085.015. Lot 15, Sans Souci Townhouses awarded to Ladner Lawn and Tractor for \$60.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located on Pass Road. (Haydel Properties LP)
- Parcel 17: 0910I-01-085.014. Lot 14, Sans Souci Townhouses awarded to Ladner Lawn and Tractor for \$60.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located on Pass Road. (Haydel Properties LP)
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WARD 6

- Parcel 19: 0907I-01-020.000. Lot 7-8, Blk. 10, Re-Subd. of Biloxi River Estate Unit #1 awarded to Colliers Lawn LLC for \$365.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 13326 Ann Avenue. (Holt)
- Parcel 20: 0908O-02-018.000. Lot 160, Pine Hill Subd. Part 2 awarded to Colliers Lawn LLC for \$365.00 to Cut and clean grounds and remove all trash and miscellaneous debris from site located at 2715 East David Drive. (State 8/26/13)

WARD 7

- Parcel 21: 0708H-03-003.000. This parcel awarded to Ladner Lawn and Tractor for \$381.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 16143 Robinson Road. (Adair Asset Mgmt. LLC)
- Parcel 22: 0808C-01-008.000. This parcel awarded to Purposed By Design for \$200.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 15231 Parkwood Drive North D. (Woodscope IV, LLC)
- Parcel 23: 0710G-01-119.000. Lot 27, Rolling Meadows Subd. Unit 6 awarded to Colliers Lawn LLC for \$1600.00 to remove all trash and miscellaneous debris from site located on Danube Street. (McPherson)
- Parcel 24: 0711I-03-002.000. Lots 3-4, Blk. 20, West Side Add. awarded to Ladner Lawn and Tractor for \$281.00 to cut and clean grounds and remove all miscellaneous debris from site located at 1023 38th Avenue. (Harrison)
- Parcel 25: 0810E-06-007.000. Lots 11-12, Blk. 259, North Gulfport awarded to Colliers Lawn LLC for \$345.00 to cut and clean grounds and remove all miscellaneous debris from site located at 4615 Illinois Avenue. (McInnis)

WARD 5

- Parcel 26:

0808I-03-066.000. Lot 7, Blk. 1, Norwood Subd. awarded to Colliers Lawn LLC for \$3200.00 to cut and clean and clean property remove all weeds and vines on the structure need removed. The back closed in porch needs to be demolished and all debris from the demo needs to be removed from the property by the contractor. All required permits shall be drawn by the contractor. All slabs are to remain in place and any openings created by the porch demo need to be boarded up and secure to the structure. All debris found on the property needs to be removed from the property by the contractor located at 11826 Klein Road. (Gorman) (Porch Demo)
- Parcel 27:

0807O-01-010.068. Lot 66, Cypress Pond Subd. awarded to Colliers Lawn LLC for \$365.00 to cut and clean grounds and remove all miscellaneous debris from site located at 14284 Creekwood Cove. (Albert)

Total: \$15,782.00

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 **16th** day of **October, 2018**, the following Resolution:

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

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

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

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

- | | |
|-----------|---|
| Parcel 1: | 0711G-04-059.000. W 1/2 of Lots 1-2, Blk. 5, Jonestown McCaughan Add. awarded to Richmond Construction for \$2600.00 to remove all trash and miscellaneous debris. Remove inoperable vehicle(s), remove or relocate boat and remove or discard used appliances from site located at 4603 21st Street. (Crosby Est.) |
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- Parcel 27: 0807O-01-010.068. Lot 66, Cypress Pond Subd. awarded to Colliers Lawn LLC for \$365.00 to cut and clean grounds and remove all miscellaneous debris from site located at 14284 Creekwood Cove. (Albert)

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: 10/10/2018

Subject: Ratification - of Executed VOCA and VAWA Agreements - to be made a part of the minutes.

Recommendation:



SUB-GRANTEE AGREEMENT FACE SHEET

MISSISSIPPI STATE DEPARTMENT OF HEALTH

(Face Sheet for Department Use Only- DO NOT SEND FACE SHEET TO SUB-GRANTEE)

Document # Due Date New ☐ Renewal ☒ Modification ☐ of

Name of Organization

Contact Person Title

EIN # DUNS # Telephone #

Street Address Post Office Box

City State Zip Code Email

Give the title of the sub-grant brief description of the nature of the sub-grant.

Title: Description:

Start Date End Date Cost Share or Match (N/A if none)

Total Sub-grant Amount Payment Basis: Monthly ☒ Quarterly ☐ Annually ☐

Amount of funding for last FY Federal Grant ☒ Private Grant ☐ State Funds ☐

If it is a federal grant: Award # Federal Aid # CFDA #

Cost Center(s)	1301070707	Internal Order(s)	3000017916	Required ☒ Determination Worksheet ☒ Conflicts of Interest ☒ Additional Terms of Agreement ☒ Scope of Work ☒ Budget Justification/Narrative ☐ Approved Federal Indirect Rate ☒ Applicable Assurances ☒ Form 115 ☐ Other
Functional Area(s)	13010101000000DV	Funding Source(s)		

Personnel Cost Salaries \$ 0 Fringe \$ 0 Total \$ 0		Travel Cost Mileage \$ 817.50 Meals \$ 448 Lodging \$ 660		Service Area(s): Statewide ☐ Region ☒ Other ☐ Please explain: City of Gulfport
--	--	--	--	---

**Mississippi State Department of Health
Contractor/Grantee Determination Worksheet
Federal and State Awards**

Agency Division: OFFICE AGAINST INTERPERSONAL VIOLENCE

Name of Organization: City of Gulfport- Prosecutor's Office

Project/Program: VAWA - STOP

Completed by: A'Lisa Bryant

Date: 6/13/2018

Instructions: Answers to the following questions will help determine whether the agreement should be handled as a sub-grantee or vendor/contractor by the agency for accounting purposes. TRUE answers indicate a grantee relationship while FALSE answers indicate a vendor/contractor relationship. The guidance is provided by Federal regulations, OMB Circular A-133 §210.

<i>Does the organization with which the agency has an agreement:</i>	TRUE	FALSE
1. Determine who is eligible to receive what financial assistance;		X
2. Performance get measured against whether the objectives of the program are met;	X	
3. Have responsibility for programmatic decisions;	X	
4. Have responsibility for adherence to applicable Federal & State program compliance requirements;	X	
5. Use the funds to carry out a program of the organization as compared to providing goods and services for a program of the agency;	X	
6. Does not provide these goods or services within the organization's normal business operations;	X	
7. Does not provide similar goods or services to many different purchasers;	X	
8. Does not operate in a competitive environment;	x	
9. Does not provide goods or services that are ancillary to the operation of the program;	X	
10. Is not subject to compliance requirements of the program.		x
	Sub-grantee	Vendor/ Contractor

The substance of the relationship is more important than the form of the agreement. It is not expected that all of the characteristics will be present and judgment should be used in determining whether an entity is a sub-grantee or a vendor/contractor.

Conclusion: Grantee X Vendor/Contractor _____

If the conclusion is a sub-grantee, the second worksheet is not necessary. If the conclusion is a Vendor/Contractor, fill out the second worksheet to determine if the contractor is a contract worker or an independent contractor.

**Mississippi State Department of Health
Sub-Grant Agreement**



MISSISSIPPI STATE DEPARTMENT OF HEALTH

**Mississippi State Department of Health Sub-Grant Agreement
with City of Gulfport - Prosecutor's Office**

Agreement No. 2017-WF-AX-0047

SECTION 1.0: Parties to the Agreement

This agreement is made this the 1 day of JULY, 2018, by and between the Mississippi State Department of Health, hereinafter referred to as MSDH, and City of Gulfport - Prosecutor's Office, hereinafter referred to as Sub-Grantee.

SECTION 2.0: Period of Performance

This agreement shall be in effect from 07/01/2018 through 06/30/2019.

SECTION 3.0: Purpose

This agreement is established for the purpose of defining the rights and duties of the parties regarding the grant known as FFY 2017 VAWA STOP.

SECTION 4.0: Responsibilities of MSDH and Sub-Grantee

4.1 MSDH Responsibilities:

- 4.1.1 Review and approval of invoices and periodic reports.
- 4.1.2 Review of progress reports on the ongoing activities regarding the sub-grant.
- 4.1.3 Oversight of work and services provided by Sub-Grantee.
- 4.1.4 Other responsibilities as stated in the corresponding grant, proposals, and any attachments hereto.

4.2 Sub-Grantee Responsibilities:

- 4.2.1 The Sub-Grantee is responsible for implementing the work and services as set forth in their proposal and attached as outlined in the attached Scope of Work.
- 4.2.2 The costs incurred must be in accordance with the approved Budget, hereby incorporated and attached hereto, and shall not exceed \$ 58,376.00 unless properly modified and approved. Prior written approval shall be required before deviating from the approved budget.
- 4.2.3 Other responsibilities as stated in the corresponding grant, proposals, and any attachments hereto.

SECTION 5.0: Budget and Finance

- 5.1 **Sub-Grant Value.** Absent a modification in the form required by this agreement, the total amount to be paid by MSDH to Sub-Grantee under the terms of this agreement shall not exceed the amount previously stipulated in Section 4.2.2 of this agreement. All payments made under this agreement shall represent services rendered or actual costs incurred. Sub-Grantee is responsible for any commitments or expenditures in excess of the amounts authorized by MSDH.
- 5.2 **Invoices.** The Sub-Grantee shall submit invoices, as required and in accordance with the grant associated with this agreement or as instructed by MSDH and attached hereto.
- 5.3 **Reimbursement.** The Sub-Grantee assumes sole responsibility for reimbursement to the granting or funding agency of a sum of money equivalent to the amount of any expenditures disallowed should the granting agency, funding agency, or any other authorized agency rule through an audit exception or some other appropriate means, that expenditures from funds allocated to the Sub-Grantee for direct and/or indirect costs were not made in compliance with the regulations of the granting or funding agency or the provisions of the agreement.
- 5.4 **Record Maintenance.** The Sub-Grantee agrees to maintain books, records and documents and other evidence pertaining to all costs and expenses incurred and revenues acquired under this agreement to the extent and in such detail as will properly reflect all costs and expenses of whatever nature for which reimbursement is claimed. Such book, records and documents shall be maintained by the Sub-Grantee for three (3) years from the date of close-out or in accordance with the provisions of the grant associated with this agreement, whichever is longer. The books of account and other records which are applicable shall be available with reasonable notice for inspection, review and audit by MSDH to determine proper application and use of all funds paid to the Sub-Grantee.
- 5.5 **Record Inspection and Audit.** MSDH, any sponsor or funding source, the State of Mississippi, any regulatory body of the United States overseeing the grant associated with this agreement, and/or any other authorized representative of any of the foregoing, shall have access to and the right to examine all records, books, papers, or documents which are directly pertinent to, or related to the sub-grant award for the purpose of audit, examination, excerpts, and/or transcripts.
- 5.6 **Purchased Equipment.** Equipment should not be purchased unless itemized in the approved budget or in accordance with the grant associated with this agreement. The use and disposition of any equipment purchased by the Sub-Grantee shall be in accordance with the grant associated with this agreement.

SECTION 6.0: Modification

- 6.1 This agreement may need to be modified, changed or altered due to changing circumstances. Therefore, it is agreed that MSDH or the Sub-Grantee may request modification and that this modification will be prepared in writing and presented to the other party for approval or rejection. Work or purchases relating to any items not specifically outlined by this agreement, the Sub-Grantee's proposal or the grant associated with this agreement may not be paid for unless both parties agree to and execute a written amendment to this agreement.

SECTION 7.0: Assignment

- 7.1 Obligations under this agreement may not be assigned by the Sub-Grantee without prior written approval of MSDH, or in accordance with the grant associated with this agreement.

SECTION 8.0: Standard Terms and Conditions

The Sub-Grantee Certifies and Agrees to the following:

- 8.1 **Authority to Accept Award.** The Sub-Grantee certifies that it has legal authority to apply for the sub-grant and has the institutional, managerial, and financial capability (including where applicable, funds sufficient or in-kind match to pay the applicant's share of the project cost) to ensure proper planning, management, and completion of the project described in this proposal. The Sub-Grantee further certifies (a) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (b) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.
- 8.2 **Conflict of Interest.** The Sub-Grantee will establish or maintain safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- 8.3 **Applicable Laws.** This Sub-Grant Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflict of law provisions, and any litigation with respect thereto shall be brought in the courts of the state.
- 8.4 **Compliance with Laws.** The Sub-Grantee shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, and any others as required by the grant that is the subject of this agreement, as they now exist and as they may be amended or modified.
- 8.4.1 **Equal Opportunity.** The Sub-Grantee understands that the State 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 the Sub-Grantee agrees during the term of the agreement that the Sub-Grantee will strictly adhere to this policy in its employment practices and the provision of services.

- 8.4.2 Employment Verification.** The Sub-Grantee will ensure its compliance with the Mississippi Employment Protection Act, §71-11-1, et seq., of the Mississippi Code Annotated, as Amended, and will register and participate in the status verification system for all newly hired employees as required.
- 8.4.3 Federal Law.** Sub-Grantee will comply with all Federal statutes relating to non-discrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; and (e) the requirements of any other nondiscrimination statute(s) which may apply to the proposal.
- 8.4.4 Program Specific Law.** Sub-Grantee will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this grant or program.
- 8.5 Sub-Grantee Status.** Sub-Grantee agrees that no act performed or representation made, whether oral or written, by the Sub-Grantee with respect to third parties shall be binding on MSDH. The Sub-Grantee shall, at no time act as an agent for MSDH. Nothing herein shall be deemed or construed by MSDH, the Sub-Grantee, or any third party as creating the relationship of principal and agent, partners, joint ventures, or any similar such relationship between MSDH and the Sub-Grantee.
- 8.6 Representation Regarding Contingent Fees and Gratuities.** Sub-Grantee represents that it has not offered, given, or agreed to give or accepted a solicitation or demand for gratuity or offer of employment in connection with any decision or preparation regarding the award of this sub-grant, nor has it retained a person to solicit or secure a sub-grant upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Sub-Grantee's bid or proposal.
- 8.7 Public Records Clause.** MSDH has the responsibility to oversee and monitor all phases of this Sub-Grant Agreement. Therefore, MSDH shall be responsible for responding to any public records requests pursuant to the Mississippi Public Records Act, Section 25-61-1 *et seq.*, Miss. Code Ann. Documents and records associated with this agreement, including but not limited to, this agreement, proposals, communications, payment requests, etc., may be deemed public records. MSDH shall respond to requests addressed to either of the parties herein. The Sub-Grantee shall notify and provide a copy of any public information request addressed to the Sub-Grantee within one (1) working day. Upon receipt of said request, MSDH shall respond to the request for public information as required by the Mississippi Public Records Act. No party to this agreement shall be

liable to the other party for disclosure of information required by court order or required by law.

- 8.8 **Release of Information.** MSDH, as the State management, regulatory, and enforcement agency, shall have the exclusive right to release data and information acquired as a result of this agreement to the press and public. The Sub-Grantee may release information obtained from this agreement only after obtaining written permission from MSDH.
- 8.9 **Return of Reports, Data, ETC.** Upon conclusion of this agreement, MSDH may request the return of any reports, data, and other information related to this agreement. The Sub-Grantee retains the right to materials used in the performance of the agreement, which were developed by the Sub-Grantee with non-MSDH funds. The MSDH is granted non-exclusive license to copy the materials for use within the State of Mississippi.
- 8.10 **Confidentiality.** Confidential or proprietary information under this Agreement shall not be disclosed by either party. The Sub-Grantee and MSDH agree to treat as confidential and not disclose to any third party without prior written consent information or data which is disclosed under this Agreement and identified as confidential ("Confidential Information"). Notwithstanding the above, the parties acknowledge that the Mississippi Access to Public Records Act governs the disclosure of public records.
- 8.11 **HIPAA Compliance.** Sub-grantee agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, and any amendments therefore, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this agreement.
- 8.12 **Indemnification.** Sub-grantee shall indemnify, defend, save and hold harmless, protect, and exonerate the MSDH, its board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Sub-grantee and/or its partners, principles, agents, employees, and/or subcontractors in the performance of or failure to perform this agreement. In MSDH's sole discretion, Sub-grantee may be allowed to control the defense of any such claim, suit, etc. In the event Sub-grantee defends said claim, suit, etc., Sub-grantee shall use legal counsel acceptable to MSDH. Sub-grantee shall be solely responsible for all costs and/or expenses associated with such defense, and the MSDH shall be entitled to participate in said defense. Sub-grantee shall not settle any claim, suit, etc., without the MSDH's concurrence which the MSDH shall not unreasonably withhold.
- Sub-grantee shall not be obligated to indemnify MSDH for liabilities which arise due to the negligence of MSDH or its employees. MSDH's liability, as an entity of the State of Mississippi, shall be determined pursuant to and subject to the limitations of the Mississippi Tort Claims Act, Mississippi Code Annotated § 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering the liability or of eliminating any defense available to the MSDH or State under statute.

Section 9.0 Termination and Notice

- 9.1 **Right to Terminate.** Either party to this agreement may terminate this agreement by written notice (via U.S. certified mail, return receipt requested) of termination to the other party in accordance with the "Notices" section of this agreement. Except as provided below, all obligations under this agreement shall cease at the expiration of thirty (30) calendar days from receipt of written notice by the non-terminating party of the notice of termination.
- 9.2 **Costs.** Sub-Grantee shall be paid for costs incurred at the time of termination, if any, and shall deliver to MSDH an invoice for costs incurred. It is expressly understood payment is subject to the "Availability of Funds" as stated in this agreement.
- 9.3 **Availability of Funds.** It is expressly understood and agreed that the obligation of the MSDH to proceed under this agreement is conditioned upon the availability of funds from the responsible party and/or the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, this agreement between the MSDH and Sub-Grantee shall be terminated upon notice by MSDH to Sub-Grantee of the same. Termination of this agreement due to lack of funding will be immediate following notice of such termination by MSDH to Sub-Grantee. The effective date of termination shall be as specified in the notice of termination.
- 9.4 **Notices.** Notices of termination and any other notices required to be given under this agreement by each party shall be mailed or e-mailed to the following addresses:

For Grantor

NAME: Christy Ainsworth, LCSW
TITLE: Director
ADDRESS: 715 S. Pear Orchard, Plaza 1 - Suite 102
Ridgeland, MS 39157
E-MAIL: christy.ainsworth@msdh.ms.gov
TELEPHONE: 601.206.1545

For Sub-Grantee

NAME: Richard Smith
TITLE: City Prosecutor
ADDRESS: 2218 15th Street
Gulfport, MS 39501
E-MAIL: rcsmith@gulfport-ms.gov
TELEPHONE: 228.868.5844

Section 10.0 Enforceability

10.1 THIS AGREEMENT IS NOT FULLY EXECUTED OR LEGALLY BINDING UNTIL SIGNED BY THE MSDH CHIEF ADMINISTRATIVE OFFICER. Any work performed prior to the full execution of this agreement may not be reimbursed.

IN WITNESS WHEREOF, this agreement is duly executed.

For the Mississippi State Department of Health

DocuSigned by:

Mitchell Adcock

9/6/2018 | 7:12:00 PM CDT

~~638A7656ADDA4EF~~

Chief Administrative Officer

Date

For the State Health Officer

Agreement **EXECUTED** With This Signature

For the SUB-GRANTEE:

DocuSigned by:

Luke Wilson

[Signature] Prosecutor

9/6/2018 | 4:14:11 PM CDT

~~8C8A29CCE8A5460~~

Sub-Grantee Authorized Signature and Title

Date

CONFLICTS OF INTEREST

(Please attach additional pages, as needed, to address each question)

1. List all other current agreements/contracts with MSDH. Include the dollar amount with the agreement/contract beginning and ending dates. If no other funds are received, please mark N/A.

MSDH Program Name	Dollar Amount	Beginning Date	Ending Date
VOCA	\$49,438	7/1/2017	6/30/2018
VAWA	\$58,361	7/1/2017	6/30/2018

2. Please list each member's name of your organization's Board of Directors or other governing body (i.e., trustees, alderman, partners, owner).

Ronald Roland	Cara Pucheu
Myles Sharp	
Ella Holmes-Hines	
F.B. "Rusty" Walker, IV	
Robert Flowers	
Kenneth Casey, Sr.	

- a. Are any members of the governing body or project staff also MSDH employees? ☐ Yes ☒ No

If the answer is YES, please list the name of each employee and their position held with MSDH.

n/a

- b. Are any members of the governing body or project staff also spouses, parents, or children of MSDH employees? ☐ Yes ☒ No

If the answer is YES, please list the name of each employee and their position held with MSDH.

n/a

The above information was provided by:

Luke Wilson	Prosecutor	6/1/2018
Print Name	Title	Date

And is true and correct to the best of my knowledge.

ADDITIONAL TERMS OF AGREEMENT

(Please use this page for addition, deletion or any other type of modification of the agreement; pages 1-7)

N/A

THESE ADDITIONAL TERMS OF AGREEMENT ARE NOT FULLY EXECUTED OR LEGALLY BINDING UNTIL SIGNED BY THE MSDH CHIEF ADMINISTRATIVE OFFICER. Any work performed prior to the full execution of this agreement may not be reimbursed.

IN WITNESS WHEREOF, this agreement is duly executed.

For the Mississippi State Department of Health:

Mitchell Adcock

Designated by:

Chief Administrative Officer

For the State Health Officer

Agreement EXECUTED With This Signature

9/6/2018 | 7:12:00 PM CDT

Date

For the SUB-GRANTEE:

Designated by:

Luke Wilson

Prosecutor

Sub-Grantee Authorized Signature and Title

9/6/2018 | 4:14:11 PM CDT

Date

SCOPE OF WORK

The project has a broad goal of improving the lives of the victims of violent crime within the City of Gulfport by ensuring that domestic violence cases are investigated, assessed and prosecuted in a consistent and efficient manner working with an entire team of professionals to ensure that the victims needs are met and that defendants are held to a higher standard.

The project objectives are:

I. Specific: Our goals are to ensure that victims are secure and have their basic needs provided for by creating a team of dedicated domestic violence professionals who are responsible for the investigation and prosecution of all misdemeanor domestic violence cases. This team (a dedicated DV prosecutor and a dedicated DV investigator) will provide for thorough and complete investigation and prosecution of domestic violence cases. Provide for efficient and timely prosecution of domestic violence cases. Improve the training of the members of the Gulfport Police Department in investigation, report writing, and post-incident follow-up with victims. The team will also integrate with the recently hired VOCA domestic advocate for a seamless handoff of victims from the pre-trial stage, through the trial, and back to the advocate for post-trial services. Thus decreasing the instances of violent crime within the City of Gulfport through community outreach and education.

A. Who: An attorney dedicated to only prosecuting domestic violence cases, an investigator dedicated to only investigating domestic violence cases will be employed, and an administrative assistant tasked with maintaining continuity and recording statistics for future review.

B. What: We intend to create a cradle-to-grave domestic violence program that will begin with VOCA advocate direct victim services, who will integrate with the VAWA investigator, who will investigate and gather additional evidence, that will

then be passed along to the prosecutor for trial. This system should increase victim participation at trial, which will increase our conviction rate, and, thus, reduce domestic violence in the city.

C. Where: While the prosecutor will remain at the courthouse, the investigator will travel the city to meet with witnesses and collect evidence.

D. Why: To close the disconnect between victims and the prosecutor's office and bolster the existing cases with more evidence in order to secure a favorable outcome for the victims and, thus, for society.

E. Which:

II. Measurable: Progress and outcome can be measured by tracking certain data points including victim participation and conviction rates. These can be compared to the rates we had before institutions our team approach to determine if it is successful.

III. Attainable: The goal is attainable. For the first year (in order to establish a baseline for the following years) of our cradle-to-grave team approach we will simply look for an increase in victim participation, an increase in conviction rate, and a decrease in occurrences of domestic violence. These numbers will be tracked by the administrative assistant. Once that baseline is established, we will set specific percentage goals for drops/increases.

IV. Relevant: Studies indicate that a vast number of DV victims fail to report instances of violence, and of those that do report many fail to appear for trial. It is our belief that much of this is due to a lack of dedicated personnel who have been trained to handle the unique needs of DV victims and the unique aspects of a DV trial. By providing these specialized personnel, and integrating them with other dedicated personnel (ie our VOCA advocate) our needs can be met.

V. Timely:

A. Immediately begin assisting the victims with their needs, and begin an integrated team-building program between the VAWA court personnel and the VOCA advocate.

B. 30-90 days: Evaluation of resource availability and deficiencies. Report on needed resources and the possible location of resources to fill needed areas.

C. 90-180 days: Begin building on a documented training program for the members of the municipal court staff, prosecutor's office and the Gulfport Police Department.

D. 180 days: Conducted formal training classes for the identified groups and establish a timeline for regular in-service training.

E. One Year: Evaluate the entire program for a statistical baseline that can be used going into the future to measure success.

BUDGET AND JUSTIFICATION

(Please refer to the Sub-grantee Manual, SECTION IV, PAGE 12-13, for an example of the required budget and its justification.)

STOP BUDGET SUMMARY						
AGENCY NAME: CITY OF GULFPORT - PROSECUTOR'S OFFICE						
FUND SOURCE: MS DEPT. OF HEALTH						
PROJECT TITLE: STOP VAWA PROGRAM						
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: July 1, 2018 END: June 30, 2019						
EXPENSE OBJECT LINE-ITEM CATEGORY	FEDERAL AWARD	%	SUBRECIPIENT MATCH	%	TOTAL PROJECT BUDGET	%
Personnel (Salaries and Fringe)	\$0.00		\$8,746.56		\$8,746.56	
Travel	\$4,126.00		\$0.00		\$4,126.00	
Contractual	\$54,250.00		\$8,750.00		\$63,000.00	
Commodities	\$ -		\$700.00		\$700.00	
Capital Outlay - Equipment	\$0.00		\$0.00		\$0.00	
Capital Outlay - Other	\$0.00		\$1,000.00		\$1,000.00	
Subsidies, Loans and Grants	\$0.00		\$0.00		\$0.00	
Indirect Cost	\$0.00		\$0.00		\$0.00	
GRAND TOTAL	\$58,376.00	75.25%	\$19,196.56	24.75%	\$77,572.56	100.00%

Signature of Authorized Official: _____
Title: _____
Date: _____

THIS SECTION FOR OAIV USE ONLY:
Budget Approved by: _____
Date: _____

STOP BUDGET DETAIL SHEET

GRANT BUDGET LINE-ITEM DETAIL:		Federal	Match
AGENCY NAME: CITY OF GULFPORT - PROSECUTOR'S OFFICE			
FUND SOURCE: MS DEPT. OF HEALTH			
PROJECT TITLE: STOP VAWA PROGRAM			
PERSONNEL			
Staff Member Name and Title - Angela Kennedy			
Salary and calculation: \$32,500 X 25%	\$	-	\$ 8,125.00
Fringe Item and Calculation: \$32,500.00 X 7.65% X 25%	\$	-	\$ 621.56
Repeat Rows as necessary	\$	-	\$ -
TOTAL	\$	-	\$ 8,746.56
TRAVEL			
In-State Travel:		AMOUNT	
Item and Description: Mileage (\$.545/mile X 1500 miles)	\$	817.50	
	\$	-	\$ -
Repeat row(s) as Necessary	\$	-	\$ -
In-state Total	\$	817.50	\$ -
Out of State Travel			
Item and Description	\$		
Airfare (\$700.25 X 2 employees) 100%	\$	1,400.50	
Lodging (\$110 X 2 employees X 3 nights) 100%	\$	660.00	
Luggage Fee (\$50 - Round Trip x 2) 100%	\$	100.00	
Meals (\$56 X 2 X 4 days) 100%	\$	448.00	
Conference Registration (\$350.00 X 2 employees) 100%	\$	700.00	\$ -
Repeat row(s) as Necessary	\$	-	\$ -
Out of state Total	\$	3,308.50	\$ -
TOTAL	\$	4,126.00	\$ -
COMMODITIES			
AMOUNT			
Office Supplies, Postage, Printing and Binding, and Operating Supplies	\$	-	\$ 700.00
Repeat row(s) as Necessary	\$	-	\$ -
	\$	-	\$ 700.00
CONTRACTUAL			
AMOUNT			
Item and Description	\$		
Dawn L. Stough - Special DV Prosecutor	\$	38,000.00	\$ -
Norman "Pat" Pope - DV Investigator	\$	16,250.00	\$ 8,750.00
TOTAL	\$	54,250.00	\$ 8,750.00
CAPITAL OUTLAY - OTHER			
AMOUNT			
Item and description:	\$		
(Operating Supplies)	\$	0.00	\$ 1,000.00
TOTAL	\$	0.00	\$ 1,000.00
TOTALS	\$	58,376.00	\$ 19,196.56
		75%	25%
TOTAL PROJECT BUDGET		\$	77,572.56

BUDGET AND JUSTIFICATION

(Please refer to the Sub-grantee Manual, SECTION IV, PAGE 12-13, for an example of the required budget)

Budget Narrative

The funds requested will directly fund two part-time contractual positions. One position being a Special DV Prosecutor with an anticipated pay of \$38,000 per year. This DV Prosecutor will ensure that all domestic violence cases are prosecuted timely and efficiently. While the other position is that of a DV Investigator with an anticipated pay of \$25,000 per year with 65% of that pay being funded through the grant. The City will fund the remaining 35% of the pay. The DV Investigator will work to complete investigations on domestic violence cases to include but not limited to interviewing victims and background investigations. No other benefits will be offered. The Prosecutors' Office Administrative Assistant/Legal Secretary will dedicate no less than 25% of her time to the program while the Prosecutor will oversee and supervisor all three.

Additional funding will support some local travel for certain continuing educational requirements and/or trainings that are required in support of the project objectives.

The City will also provide some resources to include office supplies and other equipment. The City's contribution will come directly from the City's general funds through the Legal Department budget.

Please see attached:

Budget Detail Sheet

Budget Summary Sheet

SUB-GRANTEE AGREEMENT FACE SHEET

(Face Sheet for Department Use Only- DO NOT SEND FACE SHEET TO SUB-GRANTEE)

MISSISSIPPI STATE DEPARTMENT OF HEALTH



Document # Due Date New ☐ Renewal ☒ Modification ☐ of

Name of Organization

Contact Person Title

EIN # DUNS # Telephone #

Street Address Post Office Box

City State Zip Code Email

Give the title of the sub-grant brief description of the nature of the sub-grant.

Title: **SFY 2015/2017 VOCA-Renewal**
Description: **Direct Services to Victims of Crime**

Start Date End Date Cost Share or Match (N/A if none)

Total Sub-grant Amount Payment Basis: Monthly ☒ Quarterly ☐ Annually ☐

Amount of funding for last FY Federal Grant ☒ Private Grant ☐ State Funds ☐

If it is a federal grant: Award # Federal Aid # CFDA #

Cost Center(s)	1301070707	Internal Order(s)	3000018298-\$11,740 3000020926-\$35219	Required ☒ Determination Worksheet ☒ Conflicts of Interest ☐ Additional Terms of Agreement ☒ Scope of Work ☒ Budget Justification/Narrative ☐ Approved Federal Indirect Rate ☐ Applicable Assurances ☒ Form 115 ☒ Other
Functional Area(s)	13010101000000DV	Funding Source(s)	DOJ	

Personnel Cost	
Salaries	\$ 0
Fringe	\$ 0
Total	\$ 0

Travel Cost	
Mileage	\$ 735.75
Meals	\$ 448
Lodging	\$ 660

Service Area(s): ☐ Statewide ☐ Region ☐

Other ☒ Please explain:

**Mississippi State Department of Health
Contractor/Grantee Determination Worksheet
Federal and State Awards**

Agency Division: Office Against Interpersonal Violence

Name of Organization: City of Gulfport

Project/Program: Victims of Crime Grant (VOCA)

Completed by: Ashley Hampton

Date: 6/1/18

Instructions: Answers to the following questions will help determine whether the agreement should be handled as a sub-grantee or vendor/contractor by the agency for accounting purposes. **TRUE** answers indicate a grantee relationship while **FALSE** answers indicate a vendor/contractor relationship. The guidance is provided by Federal regulations, OMB Circular A-133 §210.

<i>Does the organization with which the agency has an agreement:</i>	TRUE	FALSE
1. Determine who is eligible to receive what financial assistance;	<u>X</u>	<u> </u>
2. Performance get measured against whether the objectives of the program are met;	<u>X</u>	<u> </u>
3. Have responsibility for programmatic decisions;	<u>X</u>	<u> </u>
4. Have responsibility for adherence to applicable Federal & State program compliance requirements;	<u>X</u>	<u> </u>
5. Use the funds to carry out a program of the organization as compared to providing goods and services for a program of the agency;	<u>X</u>	<u> </u>
6. Does not provide these goods or services within the organization's normal business operations;	<u> </u>	<u>X</u>
7. Does not provide similar goods or services to many different purchasers;	<u> </u>	<u>X</u>
8. Does not operate in a competitive environment;	<u>X</u>	<u> </u>
9. Does not provide goods or services that are ancillary to the operation of the program;	<u> </u>	<u>X</u>
10. Is not subject to compliance requirements of the program.	<u> </u>	<u>X</u>
	Sub-grantee	Vendor/ Contractor

The substance of the relationship is more important than the form of the agreement. It is not expected that all of the characteristics will be present and judgment should be used in determining whether an entity is a sub-grantee or a vendor/contractor.

Conclusion: Grantee X Vendor/Contractor

If the conclusion is a sub-grantee, the second worksheet is not necessary. If the conclusion is a Vendor/Contractor, fill out the second worksheet to determine if the contractor is a contract worker or an independent contractor.

Mississippi State Department of Health
Sub-Grant Agreement



MISSISSIPPI STATE DEPARTMENT OF HEALTH

Mississippi State Department of Health Sub-Grant Agreement
with City of Gulfport

Agreement No. 2015-VA-GX-4038/2017-XX-XX-XXXX

SECTION 1.0: Parties to the Agreement

This agreement is made this the 1st day of July, 2018, by and between the Mississippi State Department of Health, hereinafter referred to as MSDH, and City of Gulfport, hereinafter referred to as Sub-Grantee.

SECTION 2.0: Period of Performance

This agreement shall be in effect from 7/1/2018 through 6/30/2019.

SECTION 3.0: Purpose

This agreement is established for the purpose of defining the rights and duties of the parties regarding the grant known as Victims of Crime Grant (VOCA).

SECTION 4.0: Responsibilities of MSDH and Sub-Grantee

4.1 MSDH Responsibilities:

- 4.1.1 Review and approval of invoices and periodic reports.
- 4.1.2 Review of progress reports on the ongoing activities regarding the sub-grant.
- 4.1.3 Oversight of work and services provided by Sub-Grantee.
- 4.1.4 Other responsibilities as stated in the corresponding grant, proposals, and any attachments hereto.

4.2 Sub-Grantee Responsibilities:

- 4.2.1 The Sub-Grantee is responsible for implementing the work and services as set forth in their proposal and attached as outlined in the attached Scope of Work.
- 4.2.2 The costs incurred must be in accordance with the approved Budget, hereby incorporated and attached hereto, and shall not exceed \$46,959.00 unless properly modified and approved. Prior written approval shall be required before deviating from the approved budget.
- 4.2.3 Other responsibilities as stated in the corresponding grant, proposals, and any attachments hereto.

SECTION 5.0: Budget and Finance

- 5.1 **Sub-Grant Value.** Absent a modification in the form required by this agreement, the total amount to be paid by MSDH to Sub-Grantee under the terms of this agreement shall not exceed the amount previously stipulated in Section 4.2.2 of this agreement. All payments made under this agreement shall represent services rendered or actual costs incurred. Sub-Grantee is responsible for any commitments or expenditures in excess of the amounts authorized by MSDH.
- 5.2 **Invoices.** The Sub-Grantee shall submit invoices, as required and in accordance with the grant associated with this agreement or as instructed by MSDH and attached hereto.
- 5.3 **Reimbursement.** The Sub-Grantee assumes sole responsibility for reimbursement to the granting or funding agency of a sum of money equivalent to the amount of any expenditures disallowed should the granting agency, funding agency, or any other authorized agency rule through an audit exception or some other appropriate means, that expenditures from funds allocated to the Sub-Grantee for direct and/or indirect costs were not made in compliance with the regulations of the granting or funding agency or the provisions of the agreement.
- 5.4 **Record Maintenance.** The Sub-Grantee agrees to maintain books, records and documents and other evidence pertaining to all costs and expenses incurred and revenues acquired under this agreement to the extent and in such detail as will properly reflect all costs and expenses of whatever nature for which reimbursement is claimed. Such book, records and documents shall be maintained by the Sub-Grantee for three (3) years from the date of close-out or in accordance with the provisions of the grant associated with this agreement, whichever is longer. The books of account and other records which are applicable shall be available with reasonable notice for inspection, review and audit by MSDH to determine proper application and use of all funds paid to the Sub-Grantee.
- 5.5 **Record Inspection and Audit.** MSDH, any sponsor or funding source, the State of Mississippi, any regulatory body of the United States overseeing the grant associated with this agreement, and/or any other authorized representative of any of the foregoing, shall have access to and the right to examine all records, books, papers, or documents which are directly pertinent to, or related to the sub-grant award for the purpose of audit, examination, excerpts, and/or transcripts.
- 5.6 **Purchased Equipment.** Equipment should not be purchased unless itemized in the approved budget or in accordance with the grant associated with this agreement. The use and disposition of any equipment purchased by the Sub-Grantee shall be in accordance with the grant associated with this agreement.

SECTION 6.0: Modification

- 6.1 This agreement may need to be modified, changed or altered due to changing circumstances. Therefore, it is agreed that MSDH or the Sub-Grantee may request modification and that this modification will be prepared in writing and presented to the other party for approval or rejection. Work or purchases relating to any items not specifically outlined by this agreement, the Sub-Grantee's proposal or the grant associated with this agreement may not be paid for unless both parties agree to and execute a written amendment to this agreement.

SECTION 7.0: Assignment

- 7.1 Obligations under this agreement may not be assigned by the Sub-Grantee without prior written approval of MSDH, or in accordance with the grant associated with this agreement.

SECTION 8.0: Standard Terms and Conditions

The Sub-Grantee Certifies and Agrees to the following:

- 8.1 **Authority to Accept Award.** The Sub-Grantee certifies that it has legal authority to apply for the sub-grant and has the institutional, managerial, and financial capability (including where applicable, funds sufficient or in-kind match to pay the applicant's share of the project cost) to ensure proper planning, management, and completion of the project described in this proposal. The Sub-Grantee further certifies (a) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (b) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.
- 8.2 **Conflict of Interest.** The Sub-Grantee will establish or maintain safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- 8.3 **Applicable Laws.** This Sub-Grant Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflict of law provisions, and any litigation with respect thereto shall be brought in the courts of the state.
- 8.4 **Compliance with Laws.** The Sub-Grantee shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, and any others as required by the grant that is the subject of this agreement, as they now exist and as they may be amended or modified.
- 8.4.1 **Equal Opportunity.** The Sub-Grantee understands that the State 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 the Sub-Grantee agrees during the term of the agreement that the Sub-Grantee will strictly adhere to this policy in its employment practices and the provision of services.

8.4.2 Employment Verification. The Sub-Grantee will ensure its compliance with the Mississippi Employment Protection Act, §71-11-1, *et seq.*, of the Mississippi Code Annotated, as Amended, and will register and participate in the status verification system for all newly hired employees as required.

8.4.3 Federal Law. Sub-Grantee will comply with all Federal statutes relating to non-discrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; and (e) the requirements of any other nondiscrimination statute(s) which may apply to the proposal.

8.4.4 Program Specific Law. Sub-Grantee will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this grant or program.

8.5 Sub-Grantee Status. Sub-Grantee agrees that no act performed or representation made, whether oral or written, by the Sub-Grantee with respect to third parties shall be binding on MSDH. The Sub-Grantee shall, at no time act as an agent for MSDH. Nothing herein shall be deemed or construed by MSDH, the Sub-Grantee, or any third party as creating the relationship of principal and agent, partners, joint ventures, or any similar such relationship between MSDH and the Sub-Grantee.

8.6 Representation Regarding Contingent Fees and Gratuities. Sub-Grantee represents that it has not offered, given, or agreed to give or accepted a solicitation or demand for gratuity or offer of employment in connection with any decision or preparation regarding the award of this sub-grant, nor has it retained a person to solicit or secure a sub-grant upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Sub-Grantee's bid or proposal.

8.7 Public Records Clause. MSDH has the responsibility to oversee and monitor all phases of this Sub-Grant Agreement. Therefore, MSDH shall be responsible for responding to any public records requests pursuant to the Mississippi Public Records Act, Section 25-61-1 *et seq.*, Miss. Code Ann. Documents and records associated with this agreement, including but not limited to, this agreement, proposals, communications, payment requests, etc., may be deemed public records. MSDH shall respond to requests addressed to either of the parties herein. The Sub-Grantee shall notify and provide a copy of any public information request addressed to the Sub-Grantee within one (1) working day. Upon receipt of said request, MSDH shall respond to the request for public information as required by the Mississippi Public Records Act. No party to this agreement shall be

liable to the other party for disclosure of information required by court order or required by law.

- 8.8 **Release of Information.** MSDH, as the State management, regulatory, and enforcement agency, shall have the exclusive right to release data and information acquired as a result of this agreement to the press and public. The Sub-Grantee may release information obtained from this agreement only after obtaining written permission from MSDH.
- 8.9 **Return of Reports, Data, ETC.** Upon conclusion of this agreement, MSDH may request the return of any reports, data, and other information related to this agreement. The Sub-Grantee retains the right to materials used in the performance of the agreement, which were developed by the Sub-Grantee with non-MSDH funds. The MSDH is granted non-exclusive license to copy the materials for use within the State of Mississippi.
- 8.10 **Confidentiality.** Confidential or proprietary information under this Agreement shall not be disclosed by either party. The Sub-Grantee and MSDH agree to treat as confidential and not disclose to any third party without prior written consent information or data which is disclosed under this Agreement and identified as confidential ("Confidential Information"). Notwithstanding the above, the parties acknowledge that the Mississippi Access to Public Records Act governs the disclosure of public records.
- 8.11 **HIPAA Compliance.** Sub-grantee agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, and any amendments therefore, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this agreement.
- 8.12 **Indemnification.** Sub-grantee shall indemnify, defend, save and hold harmless, protect, and exonerate the MSDH, its board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Sub-grantee and/or its partners, principles, agents, employees, and/or subcontractors in the performance of or failure to perform this agreement. In MSDH's sole discretion, Sub-grantee may be allowed to control the defense of any such claim, suit, etc. In the event Sub-grantee defends said claim, suit, etc., Sub-grantee shall use legal counsel acceptable to MSDH. Sub-grantee shall be solely responsible for all costs and/or expenses associated with such defense, and the MSDH shall be entitled to participate in said defense. Sub-grantee shall not settle any claim, suit, etc., without the MSDH's concurrence which the MSDH shall not unreasonably withhold.
- Sub-grantee shall not be obligated to indemnify MSDH for liabilities which arise due to the negligence of MSDH or its employees. MSDH's liability, as an entity of the State of Mississippi, shall be determined pursuant to and subject to the limitations of the Mississippi Tort Claims Act, Mississippi Code Annotated § 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering the liability or of eliminating any defense available to the MSDH or State under statute.

Section 9.0 Termination and Notice

- 9.1 **Right to Terminate.** Either party to this agreement may terminate this agreement by written notice (via U.S. certified mail, return receipt requested) of termination to the other party in accordance with the "Notices" section of this agreement. Except as provided below, all obligations under this agreement shall cease at the expiration of thirty (30) calendar days from receipt of written notice by the non-terminating party of the notice of termination.
- 9.2 **Costs.** Sub-Grantee shall be paid for costs incurred at the time of termination, if any, and shall deliver to MSDH an invoice for costs incurred. It is expressly understood payment is subject to the "Availability of Funds" as stated in this agreement.
- 9.3 **Availability of Funds.** It is expressly understood and agreed that the obligation of the MSDH to proceed under this agreement is conditioned upon the availability of funds from the responsible party and/or the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, this agreement between the MSDH and Sub-Grantee shall be terminated upon notice by MSDH to Sub-Grantee of the same. Termination of this agreement due to lack of funding will be immediate following notice of such termination by MSDH to Sub-Grantee. The effective date of termination shall be as specified in the notice of termination.
- 9.4 **Notices.** Notices of termination and any other notices required to be given under this agreement by each party shall be mailed or e-mailed to the following addresses:

For Grantor

NAME: Christy Ainsworth, LCSW
TITLE: Director
ADDRESS: 715 S Pear Orchard Rd.
Ridgeland, MS 39157
E-MAIL: christy.ainsworth@msdh.ms.gov
TELEPHONE: 6012061545

For Sub-Grantee

NAME: Luke Wilson
TITLE: Prosecutor
ADDRESS: 2218 15th St
Gulfport, MS 39501
E-MAIL: lwilson@gulfport-ms.gov
TELEPHONE: 228-868-5844

Section 10.0 Enforceability

- 10.1 **THIS AGREEMENT IS NOT FULLY EXECUTED OR LEGALLY BINDING UNTIL SIGNED BY THE MSDH CHIEF ADMINISTRATIVE OFFICER.** Any work performed prior to the full execution of this agreement may not be reimbursed.

IN WITNESS WHEREOF, this agreement is duly executed.

For the Mississippi State Department of Health

DocuSigned by:

Mitchell Adcock

C35A7C66AD0A4EF...

9/25/2018 | 4:28:36 PM CDT

Chief Administrative Officer
For the State Health Officer
Agreement **EXECUTED** With This Signature

Date

For the SUB-GRANTEE:

DocuSigned by:

Luke Wilson

BC6A26CC6BA548D

9/25/2018 | 4:23:05 PM CDT

Sub-Grantee Authorized Signature and Title

Date

CONFLICTS OF INTEREST

(Please attach additional pages, as needed, to address each question)

1. List all other current agreements/contracts with MSDH. Include the dollar amount with the agreement/contract beginning and ending dates. If no other funds are received, please mark N/A.

MSDH Program Name	Dollar Amount	Beginning Date	Ending Date
VOCA	\$49,438	7/1/2017	6/30/2018
VAWA	\$58,361	7/1/2017	6/30/2018

2. Please list each member's name of your organization's Board of Directors or other governing body (i.e., trustees, alderman, partners, owner).

Ronald Roland	Cara Pucheu
Myles Sharp	
Ella Holmes-Hines	
F.B. "Rusty" Walker, IV	
Robert Flowers	
Kenneth Casey, Sr.	

- a. Are any members of the governing body or project staff also MSDH employees? ☐ Yes ☒ No

If the answer is YES, please list the name of each employee and their position held with MSDH.

n/a

- b. Are any members of the governing body or project staff also spouses, parents, or children of MSDH employees? ☐ Yes ☒ No

If the answer is YES, please list the name of each employee and their position held with MSDH.

n/a

The above information was provided by:

Luke Wilson	Prosecutor	6/1/2018
Print Name	Title	Date

And is true and correct to the best of my knowledge.

ADDITIONAL TERMS OF AGREEMENT

(Please use this page for addition, deletion or any other type of modification of the agreement; pages 1-7)

Additional Terms of Agreement

1. Par. 8.12, Indemnification, is stricken and replaced with the following language:

CHANGE TITLE OF PARAGRAPH FROM "Indemnification" TO "Liability"

As entities of the State of Mississippi, each Party's liability is determined and controlled in accordance with Mississippi Code Annotated § 11-46-1 et seq., including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering the liability or of eliminating any defense available to the State under statute.

-- END--

THESE ADDITIONAL TERMS OF AGREEMENT ARE NOT FULLY EXECUTED OR LEGALLY BINDING UNTIL SIGNED BY THE MSDH CHIEF ADMINISTRATIVE OFFICER. Any work performed prior to the full execution of this agreement may not be reimbursed.

IN WITNESS WHEREOF, this agreement is duly executed.

For the Mississippi State Department of Health:

DocuSigned by:

Mitchell Adcock

9/25/2018 | 4:28:36 PM CDT

Chief Administrative Officer
For the State Health Officer

Date

Agreement **EXECUTED** With This Signature

For the SUB-GRANTEE:

DocuSigned by:

Luke Wilson

9/25/2018 | 4:23:05 PM CDT

Sub-Grantee Authorized Signature and Title

Date

SCOPE OF WORK

A. The project has a broad goal of improving the lives of the victims of violent crime within the City of Gulfport by assisting them with their immediate needs following their domestic violence incidents.

II. The Goal more specifically:

A. The Advocate will implement a lethality assessment program by training the advocate on the model created by Dr. Campbell by August of 2018. This model is specific to assessing a victim's level of danger in a more robust fashion as well as assessing the resources the victim is in need of and the psychological state of trauma the victim is in. In doing so the advocate is capable of wrapping the victim in holistic services in office. The advocate will train officers on a more efficient assessment tool that will be used in the field to determine the level of lethality the victim is in. In determining lethality the officer will then invoke the protocol of alerting the advocate of an individual who scored high on the assessment. The advocate will commute to the scene, once it is secured and provide resource for the victim.

B. The advocate is using an excel spreadsheet to currently measure the data required by the grant which includes: gender, age, ethnicity, disability status, crime committed, indirect and direct services provided, referrals given, personal advocacy and accompaniment, emotional support and safety services, and criminal justice system assistance. Each one of the latter listed is a broad category with subcategories of data being tracked.

OBJECTIVES:

A. The Objectives Broadly:

i. By the end of the first year, the Victims Services Advocate will provide pretrial/trial/post-trial victim assistance to 400 domestic violence victims within the city of Gulfport.

B. The Objectives Broken Down:

i. Specific

a. What: The program will provide cradle to grave victim advocacy that will begin at the scene of the traumatic event, continue through all court proceedings, and extend after court to provide assistance for the continuing needs of the victim. The program will also obtain additional community specific resources to better assist victims of domestic violence. Obtaining and analyzing statistical information on assistance provided to victims as well as victim demographics. Train officers, and the prosecutors to efficiently use the Lethality Assessment Program (LAP) for the purpose of reducing domestic violence and repeat victims by 5 percent and increasing victims' services by 20 percent. By providing victims access in court and on scene after an incident closes the gap in services. Additionally access to an advocate increases victims receiving resources and referrals.

b. Who: The program's advocate will travel to the scene when called upon by officers to provide emotional support, crisis intervention, and direct victims services. The advocate will additionally preform and create the lethality assessment training program (LAP) to train officers and the prosecution to identify victims of domestic violence and violent offenders. The advocate will collect data on resources, referrals, and direct or indirect services, as well as victim demographics and reduction in repeat victims. The advocate will obtain additional community specific resources for victims in Gulfport.

c. Where: Crisis intervention, emotional support, resources and referrals, and emergency victim removal will take place on scene by the advocate. The advocate's office is located in the courthouse for ease of access to victims during the trial process to provide them with services.

d. Why: By taking this cradle to grave approach, victims receive immediate services which builds trust between the victim and advocate. This makes it more likely that the victim will participate in the trial process. With victim participation at trial, the ability to successfully prosecute an offender is strengthened, which, in turn, allows for the reduction of repeat victimization. Also, by training officers and the prosecution on the (LAP) the advocate is able to better assist identified victims with resources, referrals, advocacy, and emotional support. Implementing this program will effectively reduce repeat victims through early intervention thus reducing domestic violence in Gulfport.

ii. Measurable

a. Tracking the outcome: The goals of the program will be tracked via the advocate through analysis of the lethality assessments and the tracking of victims direct and indirect services/resources/referrals provided to the victim. Additionally, the program will track the "repeat" victimization of people in an effort to measure the effectiveness of the program.

b. How much: Tracking the data we will measure the success of the program by observing a reduction of 5 percent of victims in a year post implementation and an increase in victims receiving services by 20 percent in the first year. Data will also be tracked for victim participation in the trial process.

c. How many: In the City of Gulfport, approximately 1000 victims have been recorded in the last year. By implementing the cradle to grave approach, the (LAP), and closing the gap in service with timely intervention by the advocate we plan to reduce that number of repeat victims by 50 individuals in the first year and increase that reduction within the next 5 years by 5 percent more each year equating to 20 percent at year 5.

iii. Attainable/Achievable

a. Reasonable: The city of Gulfport receives 1000 cases of domestic violence, due to the many resources and community wide support the goal is easily attainable. Additionally, the program is actively recruiting volunteer advocates from local university/college/community areas to participate in the program by addressing the issue of overflow for the advocate.

iv. Relevant

a. The goal will meet the needs that have been lacking for Gulfport's victims to provide all encompassing pre-trial/trial/post-trial services for victims immediately following the traumatic incident in an effort to break the cycle of domestic violence.

v. Timely

a. Time limit: Increase community resources and update the resource manual by July 1, 2018. The advocate will receive (LAP) training by July 1, 2018 and will train the police officers and the prosecution by October 1, 2018. (LAP) will be established immediately upon training completion. The advocate will begin to take call to directly service victims on scene by October 1, 2018.

BUDGET AND JUSTIFICATION

(Please refer to the Sub-grantee Manual, SECTION IV, PAGE 12-13, for an example of the required budget and its justification.)

Please refer to attachment



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Linda Elias, Comptroller
Administration

Date: 09/26/2018

Subject: Approval - of FY 2019 Petty Cash Funds - to be made a part of the minutes.

Recommendation:



Comptroller

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

City Hall
2309 15th St.
Gulfport, MS 39501

MEMORANDUM

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

From: Linda Elias, Comptroller

Subject: Authorization of FY 2019 Petty Cash Funds

Date: September 26, 2018

Please find attached a summary of petty cash accounts to be authorized for fiscal year 2019. We are requesting the Council's authorization of the City's eleven (11) petty cash accounts that total \$5,065.

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

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

City of Gulfport, MS
Petty Cash Funds-Fiscal Year 2019

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

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

Fund	Amount
General Fund 010	\$ 3,315.00
Community Development Fund 200	150.00
Water & Sewer Fund 400	1,200.00
Harbor Fund 420	400.00
Total	\$ 5,065.00

Department	Amount
Judicial	\$ 320.00
Legal	\$ 300.00
Executive/Legislative/General Administration	\$ 700.00
Police	\$ 445.00
Fire	\$ 300.00
Public Works/Engineering	\$ 500.00
Leisure Services	\$ 200.00
Community Development	\$ 150.00
Urban Development/Building/Planning	\$ 550.00
Water and Sewer	\$ 1,200.00
Harbor	\$ 400.00
Total	\$ 5,065.00

Function	Amount
General Government	\$ 1,870.00
Public Safety	\$ 745.00
Public Works	\$ 500.00
Economic Development	\$ 150.00
Culture & Recreation	\$ 200.00
Proprietary	\$ 1,600.00
Total	\$ 5,065.00



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Cherie Randall, Accountant
General Finance

Date: 10/09/2018

Subject: Bi-weekly Payroll Report - for the month of August 2018 - to be made a part of the minutes.

Recommendation:

To: Mayor Billy Hewes
Council President F.B. 'Rusty' Walker, IV
Councilwoman Ella Holmes-Hines
Councilwoman Cara L. Pucheu
Councilman Kenneth L. Casey, Sr.
Councilman Ronald "Ron" Roland
Councilman Myles Sharp
Councilman Robert 'R. Lee' Flowers

CC: Dr. John Kelly, CAO

From: Linda Elias, Comptroller

Date: September 10, 2018

Re: Payroll Journals

Attached are the bi-weekly payroll distribution journals for the month of August, to be approved and spread on the minutes of the September 10, 2018, Council meeting.

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

09/12/2018 12:00
scasey

CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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WARRANT 091318

PAY PERIOD 08/27/2018 to 09/09/2018

CHECK DATE 09/13/2018

YEAR 2018 PERIOD 12
EXPENDITURE ENTRIES
SHORT DESC 091318

GL EFF DATE 09/13/2018
REFERENCE 091318
REFERENCE2 1091318

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
YEAR 2018 PERIOD 12				GL EFF DATE 09/13/2018	
111	600100	12	EXECUTIVE	WAGES AND SALARIES	8,448.14
111	601900		EXECUTIVE	STATE RETIREMENT	1,330.58
111	602200		EXECUTIVE	FICA TAXES	616.35
111	602600		EXECUTIVE	HEALTH INSURANCE	1,374.34
115	600100		LEGISLATIVE	WAGES AND SALARIES	7,903.59
115	601000		LEGISLATIVE	HOLIDAY PAY	20.43
115	601900		LEGISLATIVE	STATE RETIREMENT	1,248.03
115	602200		LEGISLATIVE	FICA TAXES	524.34
115	602600		LEGISLATIVE	HEALTH INSURANCE	3,006.56
125	600100		JUDICIAL	WAGES AND SALARIES	28,579.57
125	601900		JUDICIAL	STATE RETIREMENT	4,472.63
125	602200		JUDICIAL	FICA TAXES	2,054.82
125	602600		JUDICIAL	HEALTH INSURANCE	5,595.68
135	600100		LEGAL	WAGES AND SALARIES	25,823.63
135	601900		LEGAL	STATE RETIREMENT	4,067.23
135	602200		LEGAL	FICA TAXES	1,884.72
135	602600		LEGAL	HEALTH INSURANCE	4,030.54
145	600100		GENERAL ADMINISTRATION	WAGES AND SALARIES	39,753.95
145	601900		GENERAL ADMINISTRATION	STATE RETIREMENT	6,265.95
145	602200		GENERAL ADMINISTRATION	FICA TAXES	2,854.03
145	602600		GENERAL ADMINISTRATION	HEALTH INSURANCE	5,817.17
150	600100		INFORMATION TECHNOLOGY	WAGES AND SALARIES	23,616.78
150	600400		INFORMATION TECHNOLOGY	OVERTIME	97.86
150	601900		INFORMATION TECHNOLOGY	STATE RETIREMENT	3,705.94
150	602200		INFORMATION TECHNOLOGY	FICA TAXES	1,684.69
150	602600		INFORMATION TECHNOLOGY	HEALTH INSURANCE	5,356.50
213	600100		POLICE OPERATING	WAGES AND SALARIES	349,532.82
213	600400		POLICE OPERATING	OVERTIME	34,673.03
213	601000		POLICE OPERATING	HOLIDAY PAY	10,304.08
213	601900		POLICE OPERATING	STATE RETIREMENT	62,135.34
213	602200		POLICE OPERATING	FICA TAXES	28,605.34
213	602600		POLICE OPERATING	HEALTH INSURANCE	62,033.47
290	600100		FIRE	WAGES AND SALARIES	262,628.59
290	600400		FIRE	OVERTIME	475.72
290	601900		FIRE	STATE RETIREMENT	41,439.05
290	602200		FIRE	FICA TAXES	18,943.39
290	602600		FIRE	HEALTH INSURANCE	46,370.55
313	600100		PUBLIC WORKS ADMIN	WAGES AND SALARIES	16,658.63
313	601900		PUBLIC WORKS ADMIN	STATE RETIREMENT	2,633.20
313	602200		PUBLIC WORKS ADMIN	FICA TAXES	1,225.48
313	602600		PUBLIC WORKS ADMIN	HEALTH INSURANCE	1,551.52
315	600100		TRAFFIC CONTROL AND SAFETY	WAGES AND SALARIES	12,403.73
315	600400		TRAFFIC CONTROL AND SAFETY	OVERTIME	622.36
315	601000		TRAFFIC CONTROL AND SAFETY	HOLIDAY PAY	23.86
315	601900		TRAFFIC CONTROL AND SAFETY	STATE RETIREMENT	2,064.82
315	602200		TRAFFIC CONTROL AND SAFETY	FICA TAXES	974.19
315	602600		TRAFFIC CONTROL AND SAFETY	HEALTH INSURANCE	2,051.08

09/12/2018 12:00
scasey

CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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prjournl 2

WARRANT 091318

PAY PERIOD 08/27/2018 to 09/09/2018

CHECK DATE 09/13/2018

YEAR 2018 PERIOD 12
EXPENDITURE ENTRIES
SHORT DESC 091318

GL EFF DATE 09/13/2018
REFERENCE 091318
REFERENCE2 1091318

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
335	600100		MAINTENANCE GARAGE	WAGES AND SALARIES	15,609.16
335	601900		MAINTENANCE GARAGE	STATE RETIREMENT	2,463.17
335	602200		MAINTENANCE GARAGE	FICA TAXES	1,146.15
335	602600		MAINTENANCE GARAGE	HEALTH INSURANCE	1,687.43
325	600100		ENGINEERING	WAGES AND SALARIES	15,445.48
325	601900		ENGINEERING	STATE RETIREMENT	2,437.40
325	602200		ENGINEERING	FICA TAXES	1,130.46
325	602600		ENGINEERING	HEALTH INSURANCE	2,105.53
411	600100		LEISURE SERVICES	WAGES AND SALARIES	68,158.02
411	600100	41130	LEISURE SERVICES	WAGES AND SALARIES	1,039.41
411	600100	41133	LEISURE SERVICES	WAGES AND SALARIES	833.92
411	600100	41136	LEISURE SERVICES	WAGES AND SALARIES	5,933.35
411	600100	41138	LEISURE SERVICES	WAGES AND SALARIES	171.69
411	600100	41140	LEISURE SERVICES	WAGES AND SALARIES	1,103.30
411	600100	41142	LEISURE SERVICES	WAGES AND SALARIES	53.02
411	600100	41144	LEISURE SERVICES	WAGES AND SALARIES	2,396.01
411	600400		LEISURE SERVICES	OVERTIME	1,205.22
411	600400	41136	LEISURE SERVICES	OVERTIME	135.40
411	600400	41144	LEISURE SERVICES	OVERTIME	274.65
411	601900		LEISURE SERVICES	STATE RETIREMENT	10,918.06
411	601900	41130	LEISURE SERVICES	STATE RETIREMENT	163.71
411	601900	41133	LEISURE SERVICES	STATE RETIREMENT	131.34
411	601900	41136	LEISURE SERVICES	STATE RETIREMENT	960.56
411	601900	41138	LEISURE SERVICES	STATE RETIREMENT	27.04
411	601900	41140	LEISURE SERVICES	STATE RETIREMENT	173.77
411	601900	41142	LEISURE SERVICES	STATE RETIREMENT	8.35
411	601900	41144	LEISURE SERVICES	STATE RETIREMENT	420.63
411	602200		LEISURE SERVICES	FICA TAXES	5,034.64
411	602200	41130	LEISURE SERVICES	FICA TAXES	76.95
411	602200	41133	LEISURE SERVICES	FICA TAXES	55.87
411	602200	41136	LEISURE SERVICES	FICA TAXES	461.06
411	602200	41138	LEISURE SERVICES	FICA TAXES	12.92
411	602200	41140	LEISURE SERVICES	FICA TAXES	70.82
411	602200	41142	LEISURE SERVICES	FICA TAXES	4.06
411	602200	41144	LEISURE SERVICES	FICA TAXES	202.58
411	602600		LEISURE SERVICES	HEALTH INSURANCE	14,351.39
411	602600	41130	LEISURE SERVICES	HEALTH INSURANCE	106.48
411	602600	41133	LEISURE SERVICES	HEALTH INSURANCE	329.63
411	602600	41136	LEISURE SERVICES	HEALTH INSURANCE	458.87
411	602600	41138	LEISURE SERVICES	HEALTH INSURANCE	25.91
411	602600	41140	LEISURE SERVICES	HEALTH INSURANCE	541.91
411	602600	41144	LEISURE SERVICES	HEALTH INSURANCE	25.00
611	600100		PLANNING AND ZONING	WAGES AND SALARIES	40,890.82
611	601900		PLANNING AND ZONING	STATE RETIREMENT	6,440.29
611	602200		PLANNING AND ZONING	FICA TAXES	2,919.28
611	602600		PLANNING AND ZONING	HEALTH INSURANCE	9,317.97
621	600100		ECONOMIC DEVELOPMENT	WAGES AND SALARIES	6,106.36
621	601900		ECONOMIC DEVELOPMENT	STATE RETIREMENT	961.75

09/12/2018 12:00
scasey

CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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prjournal 3

WARRANT 091318

PAY PERIOD 08/27/2018 to 09/09/2018

CHECK DATE 09/13/2018

YEAR 2018 PERIOD 12
EXPENDITURE ENTRIES
SHORT DESC 091318

GL EFF DATE 09/13/2018
REFERENCE 091318
REFERENCE2 1091318

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
621	602200		ECONOMIC DEVELOPMENT	FICA TAXES	454.31
621	602600		ECONOMIC DEVELOPMENT	HEALTH INSURANCE	725.73
FUND TOTALS					1,373,191.13
511	600100	05600	COMMUNITY DEVELOPMENT	WAGES AND SALARIES	2,913.20
511	601900	05600	COMMUNITY DEVELOPMENT	STATE RETIREMENT	458.83
511	602200	05600	COMMUNITY DEVELOPMENT	FICA TAXES	214.76
511	602600	05600	COMMUNITY DEVELOPMENT	HEALTH INSURANCE	369.68
515	600100	74500	HOME CONSORTIUM-GULFPORT	WAGES AND SALARIES	3,347.00
515	600100	75100	HOME CONSORTIUM-GULFPORT	WAGES AND SALARIES	91.16
515	601900	74500	HOME CONSORTIUM-GULFPORT	STATE RETIREMENT	527.15
515	601900	75100	HOME CONSORTIUM-GULFPORT	STATE RETIREMENT	14.36
515	602200	74500	HOME CONSORTIUM-GULFPORT	FICA TAXES	219.27
515	602200	75100	HOME CONSORTIUM-GULFPORT	FICA TAXES	6.30
515	602600	74500	HOME CONSORTIUM-GULFPORT	HEALTH INSURANCE	935.70
515	602600	75100	HOME CONSORTIUM-GULFPORT	HEALTH INSURANCE	17.24
FUND TOTALS					9,114.65
811	600100		UTILITY BILLING	WAGES AND SALARIES	25,570.14
811	601900		UTILITY BILLING	STATE RETIREMENT	4,027.33
811	602200		UTILITY BILLING	FICA TAXES	1,849.80
811	602600		UTILITY BILLING	HEALTH INSURANCE	5,820.17
825	600100		SEWER OPERATIONS	WAGES AND SALARIES	1,573.97
825	600400		SEWER OPERATIONS	OVERTIME	19.25
825	601900		SEWER OPERATIONS	STATE RETIREMENT	250.93
825	602200		SEWER OPERATIONS	FICA TAXES	118.98
825	602600		SEWER OPERATIONS	HEALTH INSURANCE	298.90
FUND TOTALS					39,529.47
445	600100		JOSEPH T JONES	WAGES AND SALARIES	8,400.24
445	600400		JOSEPH T JONES	OVERTIME	420.25
445	601000		JOSEPH T JONES	HOLIDAY PAY	266.87
445	601900		JOSEPH T JONES	STATE RETIREMENT	1,431.26
445	602200		JOSEPH T JONES	FICA TAXES	668.90
445	602600		JOSEPH T JONES	HEALTH INSURANCE	1,223.46
FUND TOTALS					12,410.98
GRAND TOTALS					1,434,246.23

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2018 12	466								
PRJ 001-100351	09/13/2018	091318	091318	1091318	1091318	PAYROLL CLEARING WARRANT=091318 RUN=1 BIWEEKLY		755,092.79	
PRJ 001-213700	09/13/2018	091318	091318	1091318	1091318	WITHHOLDING-FEDERAL WARRANT=091318 RUN=1 BIWEEKLY			71,293.48
PRJ 001-213700	09/13/2018	091318	091318	1091318	1091318	WITHHOLDING-FEDERAL WARRANT=091318 RUN=1 BIWEEKLY		71,293.48	
PRJ 001-100351	09/13/2018	091318	091318	1091318	1091318	PAYROLL CLEARING WARRANT=091318 RUN=1 BIWEEKLY			1,657,480.64
PRJ 001-213900	09/13/2018	091318	091318	1091318	1091318	WITHHOLDING-STATE WARRANT=091318 RUN=1 BIWEEKLY			28,386.78
PRJ 001-214100	09/13/2018	091318	091318	1091318	1091318	WITHHOLDING-RETIREMENT WARRANT=091318 RUN=1 BIWEEKLY			253,246.26
PRJ 001-214300	09/13/2018	091318	091318	1091318	1091318	WITHHOLDING-HEALTH INSURANCE WARRANT=091318 RUN=1 BIWEEKLY			221,808.08
PRJ 001-214350	09/13/2018	091318	091318	1091318	1091318	WITHHOLDING-VISION 100%EE PAID WARRANT=091318 RUN=1 BIWEEKLY			2,694.25
PRJ 001-214400	09/13/2018	091318	091318	1091318	1091318	WITHHOLDING-FLEX SPENDING ACCT WARRANT=091318 RUN=1 BIWEEKLY			4,280.41
PRJ 001-214700	09/13/2018	091318	091318	1091318	1091318	WITHHOLDING-GARNISHMENTS WARRANT=091318 RUN=1 BIWEEKLY			6,930.35
PRJ 001-214700	09/13/2018	091318	091318	1091318	1091318	WITHHOLDING-GARNISHMENTS WARRANT=091318 RUN=1 BIWEEKLY		3,912.01	
PRJ 001-214900	09/13/2018	091318	091318	1091318	1091318	WITHHOLDING-DEFERRED COMP WARRANT=091318 RUN=1 BIWEEKLY			7,587.76
PRJ 001-215900	09/13/2018	091318	091318	1091318	1091318	WITHHOLDING-POLICE BENEVOLENT WARRANT=091318 RUN=1 BIWEEKLY			516.50
PRJ 001-216100	09/13/2018	091318	091318	1091318	1091318	WITHHOLDING-COLONIAL LIFE WARRANT=091318 RUN=1 BIWEEKLY			112.42
PRJ 001-216150	09/13/2018	091318	091318	1091318	1091318	WITHHOLDING-LINCOLN NATL LIFE WARRANT=091318 RUN=1 BIWEEKLY			4,405.60
PRJ 001-216300	09/13/2018	091318	091318	1091318	1091318	WITHHOLDING-AFLAC WARRANT=091318 RUN=1 BIWEEKLY			4,893.44
PRJ 001-216400	09/13/2018	091318	091318	1091318	1091318	WITHHOLDING-UNUM WARRANT=091318 RUN=1 BIWEEKLY			863.66
PRJ 001-216500	09/13/2018	091318	091318	1091318	1091318	WITHHOLDING-PREPAID LEGAL WARRANT=091318 RUN=1 BIWEEKLY			44.88
PRJ 001-216700	09/13/2018	091318	091318	1091318	1091318	ACCRUED AND WITHHELD FICA WARRANT=091318 RUN=1 BIWEEKLY			148,028.92
PRJ 001-216700	09/13/2018	091318	091318	1091318	1091318	ACCRUED AND WITHHELD FICA WARRANT=091318 RUN=1 BIWEEKLY		148,028.92	
PRJ 111-600100	09/13/2018	091318	091318	1091318	1091318	WAGES AND SALARIES WARRANT=091318 RUN=1 BIWEEKLY		8,448.14	
PRJ 111-601900	09/13/2018	091318	091318	1091318	1091318	STATE RETIREMENT WARRANT=091318 RUN=1 BIWEEKLY		1,330.58	
PRJ 111-602200	09/13/2018	091318	091318	1091318	1091318	FICA TAXES WARRANT=091318 RUN=1 BIWEEKLY		616.35	
PRJ 111-602600	09/13/2018	091318	091318	1091318	1091318	HEALTH INSURANCE		1,374.34	

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PRJ 115-600100	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY WAGES AND SALARIES		7,903.59	
PRJ 115-601000	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY HOLIDAY PAY		20.43	
PRJ 115-601900	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY STATE RETIREMENT		1,248.03	
PRJ 115-602200	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY FICA TAXES		524.34	
PRJ 115-602600	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY HEALTH INSURANCE		3,006.56	
PRJ 125-600100	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY WAGES AND SALARIES		28,579.57	
PRJ 125-601900	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY STATE RETIREMENT		4,472.63	
PRJ 125-602200	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY FICA TAXES		2,054.82	
PRJ 125-602600	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY HEALTH INSURANCE		5,595.68	
PRJ 135-600100	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY WAGES AND SALARIES		25,823.63	
PRJ 135-601900	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY STATE RETIREMENT		4,067.23	
PRJ 135-602200	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY FICA TAXES		1,884.72	
PRJ 135-602600	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY HEALTH INSURANCE		4,030.54	
PRJ 145-600100	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY WAGES AND SALARIES		39,753.95	
PRJ 145-601900	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY STATE RETIREMENT		6,265.95	
PRJ 145-602200	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY FICA TAXES		2,854.03	
PRJ 145-602600	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY HEALTH INSURANCE		5,817.17	
PRJ 150-600100	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY WAGES AND SALARIES		23,616.78	
PRJ 150-600400	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY OVERTIME		97.86	
PRJ 150-601900	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY STATE RETIREMENT		3,705.94	
PRJ 150-602200	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY FICA TAXES		1,684.69	
PRJ 150-602600	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY HEALTH INSURANCE		5,356.50	
PRJ 213-600100	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY WAGES AND SALARIES		349,532.82	
PRJ 213-600400	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY OVERTIME		34,673.03	
	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY			

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PRJ 213-601000	09/13/2018	091318	091318	1091318	1091318	HOLIDAY PAY		10,304.08	
PRJ 213-601900	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY		62,135.34	
PRJ 213-602200	09/13/2018	091318	091318	1091318	1091318	STATE RETIREMENT		28,605.34	
PRJ 213-602600	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY		62,033.47	
PRJ 290-600100	09/13/2018	091318	091318	1091318	1091318	FICA TAXES		262,628.59	
PRJ 290-600400	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY		475.72	
PRJ 290-601900	09/13/2018	091318	091318	1091318	1091318	HEALTH INSURANCE		41,439.05	
PRJ 290-602200	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY		18,943.39	
PRJ 290-602600	09/13/2018	091318	091318	1091318	1091318	FICA TAXES		46,370.55	
PRJ 313-600100	09/13/2018	091318	091318	1091318	1091318	HEALTH INSURANCE		16,658.63	
PRJ 313-601900	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY		2,633.20	
PRJ 313-602200	09/13/2018	091318	091318	1091318	1091318	STATE RETIREMENT		1,225.48	
PRJ 313-602600	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY		1,551.52	
PRJ 315-600100	09/13/2018	091318	091318	1091318	1091318	HEALTH INSURANCE		12,403.73	
PRJ 315-600400	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY		622.36	
PRJ 315-601000	09/13/2018	091318	091318	1091318	1091318	WAGES AND SALARIES		23.86	
PRJ 315-601900	09/13/2018	091318	091318	1091318	1091318	OVERTIME		2,064.82	
PRJ 315-602200	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY		974.19	
PRJ 315-602600	09/13/2018	091318	091318	1091318	1091318	HOLIDAY PAY		2,051.08	
PRJ 335-600100	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY		15,609.16	
PRJ 335-601900	09/13/2018	091318	091318	1091318	1091318	STATE RETIREMENT		2,463.17	
PRJ 335-602200	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY		1,146.15	
PRJ 335-602600	09/13/2018	091318	091318	1091318	1091318	FICA TAXES		1,687.43	
PRJ 325-600100	09/13/2018	091318	091318	1091318	1091318	HEALTH INSURANCE		15,445.48	
PRJ 325-601900	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY		2,437.40	
						STATE RETIREMENT			

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PRJ 325-602200	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY FICA TAXES		1,130.46	
PRJ 325-602600	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY HEALTH INSURANCE		2,105.53	
PRJ 411-600100	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY WAGES AND SALARIES		68,158.02	
PRJ 411-600100-41130	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY WAGES AND SALARIES		1,039.41	
PRJ 411-600100-41133	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY WAGES AND SALARIES		833.92	
PRJ 411-600100-41136	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY WAGES AND SALARIES		5,933.35	
PRJ 411-600100-41138	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY WAGES AND SALARIES		171.69	
PRJ 411-600100-41140	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY WAGES AND SALARIES		1,103.30	
PRJ 411-600100-41142	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY WAGES AND SALARIES		53.02	
PRJ 411-600100-41144	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY WAGES AND SALARIES		2,396.01	
PRJ 411-600400	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY OVERTIME		1,205.22	
PRJ 411-600400-41136	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY OVERTIME		135.40	
PRJ 411-600400-41144	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY OVERTIME		274.65	
PRJ 411-601900	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY STATE RETIREMENT		10,918.06	
PRJ 411-601900-41130	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY STATE RETIREMENT		163.71	
PRJ 411-601900-41133	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY STATE RETIREMENT		131.34	
PRJ 411-601900-41136	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY STATE RETIREMENT		960.56	
PRJ 411-601900-41138	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY STATE RETIREMENT		27.04	
PRJ 411-601900-41140	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY STATE RETIREMENT		173.77	
PRJ 411-601900-41142	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY STATE RETIREMENT		8.35	
PRJ 411-601900-41144	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY STATE RETIREMENT		420.63	
PRJ 411-602200	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY FICA TAXES		5,034.64	
PRJ 411-602200-41130	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY FICA TAXES		76.95	
PRJ 411-602200-41133	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY FICA TAXES		55.87	
	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY			

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PRJ 411-602200-41136	09/13/2018	091318	091318	1091318	1091318	FICA TAXES WARRANT=091318 RUN=1 BIWEEKLY		461.06	
PRJ 411-602200-41138	09/13/2018	091318	091318	1091318	1091318	FICA TAXES WARRANT=091318 RUN=1 BIWEEKLY		12.92	
PRJ 411-602200-41140	09/13/2018	091318	091318	1091318	1091318	FICA TAXES WARRANT=091318 RUN=1 BIWEEKLY		70.82	
PRJ 411-602200-41142	09/13/2018	091318	091318	1091318	1091318	FICA TAXES WARRANT=091318 RUN=1 BIWEEKLY		4.06	
PRJ 411-602200-41144	09/13/2018	091318	091318	1091318	1091318	FICA TAXES WARRANT=091318 RUN=1 BIWEEKLY		202.58	
PRJ 411-602600	09/13/2018	091318	091318	1091318	1091318	HEALTH INSURANCE WARRANT=091318 RUN=1 BIWEEKLY		14,351.39	
PRJ 411-602600-41130	09/13/2018	091318	091318	1091318	1091318	HEALTH INSURANCE WARRANT=091318 RUN=1 BIWEEKLY		106.48	
PRJ 411-602600-41133	09/13/2018	091318	091318	1091318	1091318	HEALTH INSURANCE WARRANT=091318 RUN=1 BIWEEKLY		329.63	
PRJ 411-602600-41136	09/13/2018	091318	091318	1091318	1091318	HEALTH INSURANCE WARRANT=091318 RUN=1 BIWEEKLY		458.87	
PRJ 411-602600-41138	09/13/2018	091318	091318	1091318	1091318	HEALTH INSURANCE WARRANT=091318 RUN=1 BIWEEKLY		25.91	
PRJ 411-602600-41140	09/13/2018	091318	091318	1091318	1091318	HEALTH INSURANCE WARRANT=091318 RUN=1 BIWEEKLY		541.91	
PRJ 411-602600-41144	09/13/2018	091318	091318	1091318	1091318	HEALTH INSURANCE WARRANT=091318 RUN=1 BIWEEKLY		25.00	
PRJ 611-600100	09/13/2018	091318	091318	1091318	1091318	WAGES AND SALARIES WARRANT=091318 RUN=1 BIWEEKLY		40,890.82	
PRJ 611-601900	09/13/2018	091318	091318	1091318	1091318	STATE RETIREMENT WARRANT=091318 RUN=1 BIWEEKLY		6,440.29	
PRJ 611-602200	09/13/2018	091318	091318	1091318	1091318	FICA TAXES WARRANT=091318 RUN=1 BIWEEKLY		2,919.28	
PRJ 611-602600	09/13/2018	091318	091318	1091318	1091318	HEALTH INSURANCE WARRANT=091318 RUN=1 BIWEEKLY		9,317.97	
PRJ 621-600100	09/13/2018	091318	091318	1091318	1091318	WAGES AND SALARIES WARRANT=091318 RUN=1 BIWEEKLY		6,106.36	
PRJ 621-601900	09/13/2018	091318	091318	1091318	1091318	STATE RETIREMENT WARRANT=091318 RUN=1 BIWEEKLY		961.75	
PRJ 621-602200	09/13/2018	091318	091318	1091318	1091318	FICA TAXES WARRANT=091318 RUN=1 BIWEEKLY		454.31	
PRJ 621-602600	09/13/2018	091318	091318	1091318	1091318	HEALTH INSURANCE WARRANT=091318 RUN=1 BIWEEKLY		725.73	
PRJ 511-600100-05600	09/13/2018	091318	091318	1091318	1091318	WAGES AND SALARIES WARRANT=091318 RUN=1 BIWEEKLY		2,913.20	
PRJ 511-601900-05600	09/13/2018	091318	091318	1091318	1091318	STATE RETIREMENT WARRANT=091318 RUN=1 BIWEEKLY		458.83	
PRJ 511-602200-05600	09/13/2018	091318	091318	1091318	1091318	FICA TAXES WARRANT=091318 RUN=1 BIWEEKLY		214.76	
PRJ 511-602600-05600	09/13/2018	091318	091318	1091318	1091318	HEALTH INSURANCE WARRANT=091318 RUN=1 BIWEEKLY		369.68	
PRJ 515-600100-74500						WAGES AND SALARIES		3,347.00	

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
PRJ 515-600100-75100	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY			
PRJ 515-601900-74500	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY		91.16	
PRJ 515-602200-74500	09/13/2018	091318	091318	1091318	1091318	STATE RETIREMENT		527.15	
PRJ 515-601900-75100	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY		14.36	
PRJ 515-602200-74500	09/13/2018	091318	091318	1091318	1091318	STATE RETIREMENT		219.27	
PRJ 515-602600-74500	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY		6.30	
PRJ 515-602600-75100	09/13/2018	091318	091318	1091318	1091318	FICA TAXES		935.70	
PRJ 515-602600-75100	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY		17.24	
PRJ 811-600100	09/13/2018	091318	091318	1091318	1091318	HEALTH INSURANCE		25,570.14	
PRJ 811-601900	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY		4,027.33	
PRJ 811-602200	09/13/2018	091318	091318	1091318	1091318	STATE RETIREMENT		1,849.80	
PRJ 811-602600	09/13/2018	091318	091318	1091318	1091318	FICA TAXES		5,820.17	
PRJ 825-600100	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY		1,573.97	
PRJ 825-600400	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY		19.25	
PRJ 825-601900	09/13/2018	091318	091318	1091318	1091318	OVERTIME		250.93	
PRJ 825-602200	09/13/2018	091318	091318	1091318	1091318	STATE RETIREMENT		118.98	
PRJ 825-602600	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY		298.90	
PRJ 445-600100	09/13/2018	091318	091318	1091318	1091318	FICA TAXES		8,400.24	
PRJ 445-600400	09/13/2018	091318	091318	1091318	1091318	HEALTH INSURANCE		420.25	
PRJ 445-601000	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY		266.87	
PRJ 445-601900	09/13/2018	091318	091318	1091318	1091318	HOLIDAY PAY		1,431.26	
PRJ 445-602200	09/13/2018	091318	091318	1091318	1091318	STATE RETIREMENT		668.90	
PRJ 445-602600	09/13/2018	091318	091318	1091318	1091318	WARRANT=091318 RUN=1 BIWEEKLY		1,223.46	
GENERAL LEDGER TOTAL								2,412,573.43	2,412,573.43

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GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
PRJ 001-200100	09/13/2018					EQTY IN PLD CASH-GENERAL		1,373,191.13	
PRJ 010-110100	09/13/2018					EQUITY IN POOLED CASH			1,373,191.13
PRJ 001-201900	09/13/2018					EQTY IN PLD CASH-CDBG		9,114.65	
PRJ 200-110100	09/13/2018					EQUITY IN POOLED CASH			9,114.65
PRJ 001-203700	09/13/2018					EQTY IN PLD CASH-WATER\SEWER		39,529.47	
PRJ 400-110100	09/13/2018					EQUITY IN POOLED CASH			39,529.47
PRJ 001-204300	09/13/2018					EQTY IN PLD CASH-J T JONES		12,410.98	
PRJ 420-110100	09/13/2018					EQUITY IN POOLED CASH			12,410.98
SYSTEM GENERATED ENTRIES TOTAL								1,434,246.23	1,434,246.23
JOURNAL 2018/12/466 TOTAL								3,846,819.66	3,846,819.66
2018 12 466									
PRJ 010-311300	09/13/2018	091318	091318	1091318	1091318	EXPENDITURE CONTROL WARRANT=091318 RUN=1 BIWEEKLY		1,373,191.13	
PRJ 200-311300	09/13/2018	091318	091318	1091318	1091318	EXPENDITURE CONTROL WARRANT=091318 RUN=1 BIWEEKLY		9,114.65	
PRJ 400-311300	09/13/2018	091318	091318	1091318	1091318	EXPENDITURE CONTROL WARRANT=091318 RUN=1 BIWEEKLY		39,529.47	
PRJ 420-311300	09/13/2018	091318	091318	1091318	1091318	EXPENDITURE CONTROL WARRANT=091318 RUN=1 BIWEEKLY		12,410.98	

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FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT						
001 POOLED CASH	2018 12	466	09/13/2018			
001-100351				PAYROLL CLEARING	755,092.79	
001-100351				PAYROLL CLEARING		1,657,480.64
001-200100				EQTY IN PLD CASH-GENERAL	1,373,191.13	
001-201900				EQTY IN PLD CASH-CDBG	9,114.65	
001-203700				EQTY IN PLD CASH-WATER\SEWER	39,529.47	
001-204300				EQTY IN PLD CASH-J T JONES	12,410.98	
001-213700				WITHHOLDING-FEDERAL	71,293.48	
001-213700				WITHHOLDING-FEDERAL		71,293.48
001-213900				WITHHOLDING-STATE		28,386.78
001-214100				WITHHOLDING-RETIREMENT		253,246.26
001-214300				WITHHOLDING-HEALTH INSURANCE		221,808.08
001-214350				WITHHOLDING-VISION 100%EE PAID		2,694.25
001-214400				WITHHOLDING-FLEX SPENDING ACCT		4,280.41
001-214700				WITHHOLDING-GARNISHMENTS	3,912.01	
001-214700				WITHHOLDING-GARNISHMENTS		6,930.35
001-214900				WITHHOLDING-DEFERRED COMP		7,587.76
001-215900				WITHHOLDING-POLICE BENEVOLENT		516.50
001-216100				WITHHOLDING-COLONIAL LIFE		112.42
001-216150				WITHHOLDING-LINCOLN NATL LIFE		4,405.60
001-216300				WITHHOLDING-AFLAC		4,893.44
001-216400				WITHHOLDING-UNUM		863.66
001-216500				WITHHOLDING-PREPAID LEGAL		44.88
001-216700				ACCRUED AND WITHHELD FICA	148,028.92	
001-216700				ACCRUED AND WITHHELD FICA		148,028.92
				FUND TOTAL	2,412,573.43	2,412,573.43
010 GENERAL FUND	2018 12	466	09/13/2018			
010-110100				EQUITY IN POOLED CASH		1,373,191.13
010-311300				EXPENDITURE CONTROL	1,373,191.13	
				FUND TOTAL	1,373,191.13	1,373,191.13
200 COMMUNITY DEVELOPMENT	2018 12	466	09/13/2018			
200-110100				EQUITY IN POOLED CASH		9,114.65
200-311300				EXPENDITURE CONTROL	9,114.65	
				FUND TOTAL	9,114.65	9,114.65
400 WATER/SEWER UTILITY FUND	2018 12	466	09/13/2018			
400-110100				EQUITY IN POOLED CASH		39,529.47
400-311300				EXPENDITURE CONTROL	39,529.47	
				FUND TOTAL	39,529.47	39,529.47
420 JOSEPH T JONES	2018 12	466	09/13/2018			
420-110100				EQUITY IN POOLED CASH		12,410.98
420-311300				EXPENDITURE CONTROL	12,410.98	

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FUND ACCOUNT	YEAR PER	JNL	EFF	DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
FUND TOTAL						12,410.98	12,410.98

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FUND		DUE TO	DUE FROM
001	POOLED CASH	1,434,246.23	
010	GENERAL FUND		1,373,191.13
200	COMMUNITY DEVELOPMENT		9,114.65
400	WATER/SEWER UTILITY FUND		39,529.47
420	JOSEPH T JONES		12,410.98
TOTAL		1,434,246.23	1,434,246.23

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WARRANT 0913A

PAY PERIOD 08/27/2018 to 09/09/2018

CHECK DATE 09/13/2018

YEAR 2018 PERIOD 12
EXPENDITURE ENTRIES
SHORT DESC 0913A

GL EFF DATE 09/13/2018
REFERENCE 0913A
REFERENCE2 10913A

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
YEAR 2018	PERIOD 12			GL EFF DATE 09/13/2018	
213	600100		POLICE OPERATING	WAGES AND SALARIES	40.74
213	601900		POLICE OPERATING	STATE RETIREMENT	6.42
213	602200		POLICE OPERATING	FICA TAXES	3.12
325	600100		ENGINEERING	WAGES AND SALARIES	19.50
325	601900		ENGINEERING	STATE RETIREMENT	3.07
325	602200		ENGINEERING	FICA TAXES	1.49
411	600100		LEISURE SERVICES	WAGES AND SALARIES	745.26
411	601900		LEISURE SERVICES	STATE RETIREMENT	117.38
411	602200		LEISURE SERVICES	FICA TAXES	57.02
FUND TOTALS					994.00
GRAND TOTALS					994.00

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GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2018 12 498									
PRJ 001-100351	09/13/2018	0913A	0913A	10913A	10913A	PAYROLL CLEARING WARRANT=0913A RUN=1 BIWEEKLY		390.89	
PRJ 001-213700	09/13/2018	0913A	0913A	10913A	10913A	WITHHOLDING-FEDERAL WARRANT=0913A RUN=1 BIWEEKLY			56.98
PRJ 001-213900	09/13/2018	0913A	0913A	10913A	10913A	WITHHOLDING-STATE WARRANT=0913A RUN=1 BIWEEKLY			11.28
PRJ 001-214100	09/13/2018	0913A	0913A	10913A	10913A	WITHHOLDING-RETIREMENT WARRANT=0913A RUN=1 BIWEEKLY			199.37
PRJ 001-216700	09/13/2018	0913A	0913A	10913A	10913A	ACCRUED AND WITHHELD FICA WARRANT=0913A RUN=1 BIWEEKLY			123.26
PRJ 213-600100	09/13/2018	0913A	0913A	10913A	10913A	WAGES AND SALARIES WARRANT=0913A RUN=1 BIWEEKLY		40.74	
PRJ 001-100351	09/13/2018	0913A	0913A	10913A	10913A	PAYROLL CLEARING WARRANT=0913A RUN=1 BIWEEKLY			994.00
PRJ 213-601900	09/13/2018	0913A	0913A	10913A	10913A	STATE RETIREMENT WARRANT=0913A RUN=1 BIWEEKLY		6.42	
PRJ 213-602200	09/13/2018	0913A	0913A	10913A	10913A	FICA TAXES WARRANT=0913A RUN=1 BIWEEKLY		3.12	
PRJ 325-600100	09/13/2018	0913A	0913A	10913A	10913A	WAGES AND SALARIES WARRANT=0913A RUN=1 BIWEEKLY		19.50	
PRJ 325-601900	09/13/2018	0913A	0913A	10913A	10913A	STATE RETIREMENT WARRANT=0913A RUN=1 BIWEEKLY		3.07	
PRJ 325-602200	09/13/2018	0913A	0913A	10913A	10913A	FICA TAXES WARRANT=0913A RUN=1 BIWEEKLY		1.49	
PRJ 411-600100	09/13/2018	0913A	0913A	10913A	10913A	WAGES AND SALARIES WARRANT=0913A RUN=1 BIWEEKLY		745.26	
PRJ 411-601900	09/13/2018	0913A	0913A	10913A	10913A	STATE RETIREMENT WARRANT=0913A RUN=1 BIWEEKLY		117.38	
PRJ 411-602200	09/13/2018	0913A	0913A	10913A	10913A	FICA TAXES WARRANT=0913A RUN=1 BIWEEKLY		57.02	
GENERAL LEDGER TOTAL								1,384.89	1,384.89
PRJ 001-200100	09/13/2018					EQTY IN PLD CASH-GENERAL		994.00	
PRJ 010-110100	09/13/2018					EQUITY IN POOLED CASH			994.00
SYSTEM GENERATED ENTRIES TOTAL								994.00	994.00
JOURNAL 2018/12/498 TOTAL								2,378.89	2,378.89
2018 12 498									
PRJ 010-311300	09/13/2018	0913A	0913A	10913A	10913A	EXPENDITURE CONTROL WARRANT=0913A RUN=1 BIWEEKLY		994.00	

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GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
001 POOLED CASH				2018 12	498	09/13/2018			
001-100351						PAYROLL CLEARING		390.89	
001-100351						PAYROLL CLEARING			994.00
001-200100						EQTY IN PLD CASH-GENERAL		994.00	
001-213700						WITHHOLDING-FEDERAL			56.98
001-213900						WITHHOLDING-STATE			11.28
001-214100						WITHHOLDING-RETIREMENT			199.37
001-216700						ACCRUED AND WITHHELD FICA			123.26
						FUND TOTAL		1,384.89	1,384.89
010 GENERAL FUND				2018 12	498	09/13/2018			
010-110100						EQUITY IN POOLED CASH			994.00
010-311300						EXPENDITURE CONTROL		994.00	
						FUND TOTAL		994.00	994.00

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 GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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FUND		DUE TO	DUE FROM
001	POOLED CASH	994.00	
010	GENERAL FUND		994.00
TOTAL		994.00	994.00

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WARRANT 092718

PAY PERIOD 09/10/2018 to 09/23/2018

CHECK DATE 09/27/2018

YEAR 2018 PERIOD 12
EXPENDITURE ENTRIES
SHORT DESC 092718

GL EFF DATE 09/27/2018
REFERENCE 092718
REFERENCE2 1092718

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
YEAR 2018 PERIOD 12				GL EFF DATE 09/27/2018	
111	600100	12	EXECUTIVE	WAGES AND SALARIES	8,309.68
111	601900		EXECUTIVE	STATE RETIREMENT	1,308.77
111	602200		EXECUTIVE	FICA TAXES	605.75
111	602600		EXECUTIVE	HEALTH INSURANCE	1,374.34
115	600100		LEGISLATIVE	WAGES AND SALARIES	7,878.06
115	601900		LEGISLATIVE	STATE RETIREMENT	1,240.79
115	602200		LEGISLATIVE	FICA TAXES	520.83
115	602600		LEGISLATIVE	HEALTH INSURANCE	3,006.56
125	600100		JUDICIAL	WAGES AND SALARIES	28,511.23
125	601900		JUDICIAL	STATE RETIREMENT	4,472.59
125	602200		JUDICIAL	FICA TAXES	2,049.59
125	602600		JUDICIAL	HEALTH INSURANCE	5,595.68
135	600100		LEGAL	WAGES AND SALARIES	25,823.61
135	601900		LEGAL	STATE RETIREMENT	4,067.23
135	602200		LEGAL	FICA TAXES	1,884.71
135	602600		LEGAL	HEALTH INSURANCE	4,030.54
145	600100		GENERAL ADMINISTRATION	WAGES AND SALARIES	39,410.76
145	601900		GENERAL ADMINISTRATION	STATE RETIREMENT	6,211.91
145	602200		GENERAL ADMINISTRATION	FICA TAXES	2,827.78
145	602600		GENERAL ADMINISTRATION	HEALTH INSURANCE	5,817.17
150	600100		INFORMATION TECHNOLOGY	WAGES AND SALARIES	23,011.62
150	600400		INFORMATION TECHNOLOGY	OVERTIME	157.91
150	601900		INFORMATION TECHNOLOGY	STATE RETIREMENT	3,621.66
150	602200		INFORMATION TECHNOLOGY	FICA TAXES	1,642.99
150	602600		INFORMATION TECHNOLOGY	HEALTH INSURANCE	5,356.50
213	600100		POLICE OPERATING	WAGES AND SALARIES	325,844.69
213	600400		POLICE OPERATING	OVERTIME	30,006.23
213	601000		POLICE OPERATING	HOLIDAY PAY	2,972.33
213	601900		POLICE OPERATING	STATE RETIREMENT	56,514.61
213	602200		POLICE OPERATING	FICA TAXES	25,917.79
213	602600		POLICE OPERATING	HEALTH INSURANCE	60,806.16
290	600100		FIRE	WAGES AND SALARIES	255,625.18
290	600400		FIRE	OVERTIME	83,566.25
290	601000		FIRE	HOLIDAY PAY	12,656.80
290	601900		FIRE	STATE RETIREMENT	55,416.09
290	602200		FIRE	FICA TAXES	25,711.91
290	602600		FIRE	HEALTH INSURANCE	46,954.91
313	600100		PUBLIC WORKS ADMIN	WAGES AND SALARIES	16,128.88
313	601900		PUBLIC WORKS ADMIN	STATE RETIREMENT	2,549.74
313	602200		PUBLIC WORKS ADMIN	FICA TAXES	1,184.98
313	602600		PUBLIC WORKS ADMIN	HEALTH INSURANCE	1,551.52
315	600100		TRAFFIC CONTROL AND SAFETY	WAGES AND SALARIES	12,198.26
315	600400		TRAFFIC CONTROL AND SAFETY	OVERTIME	755.86
315	601900		TRAFFIC CONTROL AND SAFETY	STATE RETIREMENT	2,049.73
315	602200		TRAFFIC CONTROL AND SAFETY	FICA TAXES	966.86
315	602600		TRAFFIC CONTROL AND SAFETY	HEALTH INSURANCE	2,051.08
335	600100		MAINTENANCE GARAGE	WAGES AND SALARIES	15,461.75

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GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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WARRANT 092718

PAY PERIOD 09/10/2018 to 09/23/2018

CHECK DATE 09/27/2018

YEAR 2018 PERIOD 12
EXPENDITURE ENTRIES
SHORT DESC 092718

GL EFF DATE 09/27/2018
REFERENCE 092718
REFERENCE2 1092718

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
335	601900		MAINTENANCE GARAGE	STATE RETIREMENT	2,439.96
335	602200		MAINTENANCE GARAGE	FICA TAXES	1,134.88
335	602600		MAINTENANCE GARAGE	HEALTH INSURANCE	1,687.43
325	600100		ENGINEERING	WAGES AND SALARIES	14,983.27
325	601900		ENGINEERING	STATE RETIREMENT	2,364.59
325	602200		ENGINEERING	FICA TAXES	1,095.11
325	602600		ENGINEERING	HEALTH INSURANCE	2,105.53
411	600100		LEISURE SERVICES	WAGES AND SALARIES	66,873.96
411	600100	41130	LEISURE SERVICES	WAGES AND SALARIES	1,137.81
411	600100	41133	LEISURE SERVICES	WAGES AND SALARIES	821.09
411	600100	41136	LEISURE SERVICES	WAGES AND SALARIES	6,867.02
411	600100	41138	LEISURE SERVICES	WAGES AND SALARIES	7.69
411	600100	41140	LEISURE SERVICES	WAGES AND SALARIES	1,103.30
411	600100	41144	LEISURE SERVICES	WAGES AND SALARIES	2,395.99
411	600400		LEISURE SERVICES	OVERTIME	3,682.25
411	600400	41136	LEISURE SERVICES	OVERTIME	1,102.41
411	600400	41140	LEISURE SERVICES	OVERTIME	10.34
411	600400	41144	LEISURE SERVICES	OVERTIME	20.34
411	601900		LEISURE SERVICES	STATE RETIREMENT	11,122.07
411	601900	41130	LEISURE SERVICES	STATE RETIREMENT	179.21
411	601900	41133	LEISURE SERVICES	STATE RETIREMENT	129.32
411	601900	41136	LEISURE SERVICES	STATE RETIREMENT	1,259.91
411	601900	41138	LEISURE SERVICES	STATE RETIREMENT	1.21
411	601900	41140	LEISURE SERVICES	STATE RETIREMENT	175.40
411	601900	41144	LEISURE SERVICES	STATE RETIREMENT	380.57
411	602200		LEISURE SERVICES	FICA TAXES	5,128.00
411	602200	41130	LEISURE SERVICES	FICA TAXES	84.36
411	602200	41133	LEISURE SERVICES	FICA TAXES	55.01
411	602200	41136	LEISURE SERVICES	FICA TAXES	606.44
411	602200	41138	LEISURE SERVICES	FICA TAXES	.58
411	602200	41140	LEISURE SERVICES	FICA TAXES	71.61
411	602200	41144	LEISURE SERVICES	FICA TAXES	183.13
411	602600		LEISURE SERVICES	HEALTH INSURANCE	14,077.24
411	602600	41130	LEISURE SERVICES	HEALTH INSURANCE	111.56
411	602600	41133	LEISURE SERVICES	HEALTH INSURANCE	324.55
411	602600	41136	LEISURE SERVICES	HEALTH INSURANCE	458.87
411	602600	41138	LEISURE SERVICES	HEALTH INSURANCE	1.16
411	602600	41140	LEISURE SERVICES	HEALTH INSURANCE	541.91
411	602600	41144	LEISURE SERVICES	HEALTH INSURANCE	25.00
611	600100		PLANNING AND ZONING	WAGES AND SALARIES	41,315.44
611	601900		PLANNING AND ZONING	STATE RETIREMENT	6,507.17
611	602200		PLANNING AND ZONING	FICA TAXES	2,951.76
611	602600		PLANNING AND ZONING	HEALTH INSURANCE	9,317.97
621	600100		ECONOMIC DEVELOPMENT	WAGES AND SALARIES	6,095.71
621	601900		ECONOMIC DEVELOPMENT	STATE RETIREMENT	960.08
621	602200		ECONOMIC DEVELOPMENT	FICA TAXES	453.50
621	602600		ECONOMIC DEVELOPMENT	HEALTH INSURANCE	725.73

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WARRANT 092718

PAY PERIOD 09/10/2018 to 09/23/2018

CHECK DATE 09/27/2018

YEAR 2018 PERIOD 12
EXPENDITURE ENTRIES
SHORT DESC 092718

GL EFF DATE 09/27/2018
REFERENCE 092718
REFERENCE2 1092718

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
FUND TOTALS					1,438,707.31
511	600100	05600	COMMUNITY DEVELOPMENT	WAGES AND SALARIES	2,913.20
511	601900	05600	COMMUNITY DEVELOPMENT	STATE RETIREMENT	458.83
511	602200	05600	COMMUNITY DEVELOPMENT	FICA TAXES	214.76
511	602600	05600	COMMUNITY DEVELOPMENT	HEALTH INSURANCE	369.68
515	600100	74500	HOME CONSORTIUM-GULFPORT	WAGES AND SALARIES	3,438.15
515	601900	74500	HOME CONSORTIUM-GULFPORT	STATE RETIREMENT	541.51
515	602200	74500	HOME CONSORTIUM-GULFPORT	FICA TAXES	225.56
515	602600	74500	HOME CONSORTIUM-GULFPORT	HEALTH INSURANCE	952.94
FUND TOTALS					9,114.63
811	600100		UTILITY BILLING	WAGES AND SALARIES	25,570.07
811	601900		UTILITY BILLING	STATE RETIREMENT	4,027.31
811	602200		UTILITY BILLING	FICA TAXES	1,849.79
811	602600		UTILITY BILLING	HEALTH INSURANCE	5,820.17
825	600100		SEWER OPERATIONS	WAGES AND SALARIES	1,540.26
825	601900		SEWER OPERATIONS	STATE RETIREMENT	242.59
825	602200		SEWER OPERATIONS	FICA TAXES	114.94
825	602600		SEWER OPERATIONS	HEALTH INSURANCE	298.90
FUND TOTALS					39,464.03
445	600100		JOSEPH T JONES	WAGES AND SALARIES	10,638.78
445	600400		JOSEPH T JONES	OVERTIME	145.82
445	601900		JOSEPH T JONES	STATE RETIREMENT	1,698.58
445	602200		JOSEPH T JONES	FICA TAXES	798.73
445	602600		JOSEPH T JONES	HEALTH INSURANCE	1,223.46
FUND TOTALS					14,505.37
GRAND TOTALS					1,501,791.34

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WARRANT 092718

PAY PERIOD 09/10/2018 to 09/23/2018

CHECK DATE 09/27/2018

PAYROLL VENDOR INVOICES TO BE CREATED

VENDOR	REMIT NAME	WITHHOLDING ORG/OBJ/PROJ	AMOUNT
1282	GROUP HEALTH LIFE AND DISABILITY	001-214350-	5,374.40
		Total for vendor/remit: 1282/0	5,374.40

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2018 12 1262									
PRJ 001-100351	09/27/2018	092718	092718	1092718	1092718	PAYROLL CLEARING WARRANT=092718 RUN=1 BIWEEKLY		787,531.60	
PRJ 001-213700	09/27/2018	092718	092718	1092718	1092718	WITHHOLDING-FEDERAL WARRANT=092718 RUN=1 BIWEEKLY			79,551.06
PRJ 001-213700	09/27/2018	092718	092718	1092718	1092718	WITHHOLDING-FEDERAL WARRANT=092718 RUN=1 BIWEEKLY		79,608.04	
PRJ 001-100351	09/27/2018	092718	092718	1092718	1092718	PAYROLL CLEARING WARRANT=092718 RUN=1 BIWEEKLY			2,816,197.81
PRJ 001-213900	09/27/2018	092718	092718	1092718	1092718	WITHHOLDING-STATE WARRANT=092718 RUN=1 BIWEEKLY			31,061.28
PRJ 001-213900	09/27/2018	092718	092718	1092718	1092718	WITHHOLDING-STATE WARRANT=092718 RUN=1 BIWEEKLY		59,459.34	
PRJ 001-214100	09/27/2018	092718	092718	1092718	1092718	WITHHOLDING-RETIREMENT WARRANT=092718 RUN=1 BIWEEKLY			267,017.34
PRJ 001-214100	09/27/2018	092718	092718	1092718	1092718	WITHHOLDING-RETIREMENT WARRANT=092718 RUN=1 BIWEEKLY		520,462.97	
PRJ 001-214300	09/27/2018	092718	092718	1092718	1092718	WITHHOLDING-HEALTH INSURANCE WARRANT=092718 RUN=1 BIWEEKLY			220,709.43
PRJ 001-214300	09/27/2018	092718	092718	1092718	1092718	WITHHOLDING-HEALTH INSURANCE WARRANT=092718 RUN=1 BIWEEKLY		442,517.51	
PRJ 001-214350	09/27/2018	092718	092718	1092718	1092718	WITHHOLDING-VISION 100%EE PAID WARRANT=092718 RUN=1 BIWEEKLY			2,680.15
PRJ 001-214400	09/27/2018	092718	092718	1092718	1092718	WITHHOLDING-FLEX SPENDING ACCT WARRANT=092718 RUN=1 BIWEEKLY			4,130.41
PRJ 001-214400	09/27/2018	092718	092718	1092718	1092718	WITHHOLDING-FLEX SPENDING ACCT WARRANT=092718 RUN=1 BIWEEKLY		8,410.82	
PRJ 001-214700	09/27/2018	092718	092718	1092718	1092718	WITHHOLDING-GARNISHMENTS WARRANT=092718 RUN=1 BIWEEKLY			7,488.69
PRJ 001-214700	09/27/2018	092718	092718	1092718	1092718	WITHHOLDING-GARNISHMENTS WARRANT=092718 RUN=1 BIWEEKLY		10,507.03	
PRJ 001-214900	09/27/2018	092718	092718	1092718	1092718	WITHHOLDING-DEFERRED COMP WARRANT=092718 RUN=1 BIWEEKLY			7,505.26
PRJ 001-214900	09/27/2018	092718	092718	1092718	1092718	WITHHOLDING-DEFERRED COMP WARRANT=092718 RUN=1 BIWEEKLY		15,093.02	
PRJ 001-215900	09/27/2018	092718	092718	1092718	1092718	WITHHOLDING-POLICE BENEVOLENT WARRANT=092718 RUN=1 BIWEEKLY			504.75
PRJ 001-215900	09/27/2018	092718	092718	1092718	1092718	WITHHOLDING-POLICE BENEVOLENT WARRANT=092718 RUN=1 BIWEEKLY		1,021.25	
PRJ 001-216100	09/27/2018	092718	092718	1092718	1092718	WITHHOLDING-COLONIAL LIFE WARRANT=092718 RUN=1 BIWEEKLY			112.42
PRJ 001-216100	09/27/2018	092718	092718	1092718	1092718	WITHHOLDING-COLONIAL LIFE WARRANT=092718 RUN=1 BIWEEKLY		224.84	
PRJ 001-216150	09/27/2018	092718	092718	1092718	1092718	WITHHOLDING-LINCOLN NATL LIFE WARRANT=092718 RUN=1 BIWEEKLY			4,414.32
PRJ 001-216150	09/27/2018	092718	092718	1092718	1092718	WITHHOLDING-LINCOLN NATL LIFE WARRANT=092718 RUN=1 BIWEEKLY		8,819.92	
PRJ 001-216300						WITHHOLDING-AFLAC			4,893.44

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PRJ 001-216300	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY WITHHOLDING-AFLAC		9,786.88	
PRJ 001-216400	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY WITHHOLDING-UNUM			855.47
PRJ 001-216400	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY WITHHOLDING-UNUM		1,719.13	
PRJ 001-216500	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY WITHHOLDING-PREPAID LEGAL			44.88
PRJ 001-216500	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY WITHHOLDING-PREPAID LEGAL		89.76	
PRJ 001-216700	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY ACCRUED AND WITHHELD FICA			156,562.70
PRJ 001-216700	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY ACCRUED AND WITHHELD FICA		156,685.96	
PRJ 111-600100	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY WAGES AND SALARIES		8,309.68	
PRJ 111-601900	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY STATE RETIREMENT		1,308.77	
PRJ 111-602200	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY FICA TAXES		605.75	
PRJ 111-602600	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY HEALTH INSURANCE		1,374.34	
PRJ 115-600100	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY WAGES AND SALARIES		7,878.06	
PRJ 115-601900	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY STATE RETIREMENT		1,240.79	
PRJ 115-602200	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY FICA TAXES		520.83	
PRJ 115-602600	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY HEALTH INSURANCE		3,006.56	
PRJ 125-600100	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY WAGES AND SALARIES		28,511.23	
PRJ 125-601900	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY STATE RETIREMENT		4,472.59	
PRJ 125-602200	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY FICA TAXES		2,049.59	
PRJ 125-602600	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY HEALTH INSURANCE		5,595.68	
PRJ 135-600100	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY WAGES AND SALARIES		25,823.61	
PRJ 135-601900	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY STATE RETIREMENT		4,067.23	
PRJ 135-602200	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY FICA TAXES		1,884.71	
PRJ 135-602600	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY HEALTH INSURANCE		4,030.54	
PRJ 145-600100	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY WAGES AND SALARIES		39,410.76	
	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY			

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PRJ 145-601900	09/27/2018	092718	092718	1092718	1092718	STATE RETIREMENT		6,211.91	
PRJ 145-602200	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY			
PRJ 145-602600	09/27/2018	092718	092718	1092718	1092718	FICA TAXES		2,827.78	
PRJ 150-600100	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY			
PRJ 150-600400	09/27/2018	092718	092718	1092718	1092718	HEALTH INSURANCE		5,817.17	
PRJ 150-601900	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY			
PRJ 150-602200	09/27/2018	092718	092718	1092718	1092718	WAGES AND SALARIES		23,011.62	
PRJ 150-602600	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY			
PRJ 213-600100	09/27/2018	092718	092718	1092718	1092718	OVERTIME		157.91	
PRJ 213-600400	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY			
PRJ 213-601000	09/27/2018	092718	092718	1092718	1092718	STATE RETIREMENT		3,621.66	
PRJ 213-601900	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY			
PRJ 213-602200	09/27/2018	092718	092718	1092718	1092718	FICA TAXES		1,642.99	
PRJ 213-602600	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY			
PRJ 213-600100	09/27/2018	092718	092718	1092718	1092718	HEALTH INSURANCE		5,356.50	
PRJ 213-600400	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY			
PRJ 213-601000	09/27/2018	092718	092718	1092718	1092718	WAGES AND SALARIES		325,844.69	
PRJ 213-601900	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY			
PRJ 213-602200	09/27/2018	092718	092718	1092718	1092718	OVERTIME		30,006.23	
PRJ 213-602600	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY			
PRJ 290-600100	09/27/2018	092718	092718	1092718	1092718	HOLIDAY PAY		2,972.33	
PRJ 290-600400	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY			
PRJ 290-601000	09/27/2018	092718	092718	1092718	1092718	STATE RETIREMENT		56,514.61	
PRJ 290-601900	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY			
PRJ 290-602200	09/27/2018	092718	092718	1092718	1092718	FICA TAXES		25,917.79	
PRJ 290-602600	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY			
PRJ 290-600100	09/27/2018	092718	092718	1092718	1092718	HEALTH INSURANCE		60,806.16	
PRJ 290-600400	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY			
PRJ 290-601000	09/27/2018	092718	092718	1092718	1092718	WAGES AND SALARIES		255,625.18	
PRJ 290-601900	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY			
PRJ 290-602200	09/27/2018	092718	092718	1092718	1092718	OVERTIME		83,566.25	
PRJ 290-602600	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY			
PRJ 313-600100	09/27/2018	092718	092718	1092718	1092718	HOLIDAY PAY		12,656.80	
PRJ 313-600400	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY			
PRJ 313-601000	09/27/2018	092718	092718	1092718	1092718	STATE RETIREMENT		55,416.09	
PRJ 313-601900	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY			
PRJ 313-602200	09/27/2018	092718	092718	1092718	1092718	FICA TAXES		25,711.91	
PRJ 313-602600	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY			
PRJ 315-600100	09/27/2018	092718	092718	1092718	1092718	HEALTH INSURANCE		46,954.91	
PRJ 315-600400	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY			
PRJ 315-601000	09/27/2018	092718	092718	1092718	1092718	WAGES AND SALARIES		16,128.88	
PRJ 315-601900	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY			
PRJ 315-602200	09/27/2018	092718	092718	1092718	1092718	STATE RETIREMENT		2,549.74	
PRJ 315-602600	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY			
PRJ 315-600100	09/27/2018	092718	092718	1092718	1092718	FICA TAXES		1,184.98	
PRJ 315-600400	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY			
PRJ 315-601000	09/27/2018	092718	092718	1092718	1092718	HEALTH INSURANCE		1,551.52	
PRJ 315-601900	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY			
PRJ 315-602200	09/27/2018	092718	092718	1092718	1092718	WAGES AND SALARIES		12,198.26	

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PRJ 315-600400	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY OVERTIME		755.86	
PRJ 315-601900	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY STATE RETIREMENT		2,049.73	
PRJ 315-602200	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY FICA TAXES		966.86	
PRJ 315-602600	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY HEALTH INSURANCE		2,051.08	
PRJ 335-600100	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY WAGES AND SALARIES		15,461.75	
PRJ 335-601900	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY STATE RETIREMENT		2,439.96	
PRJ 335-602200	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY FICA TAXES		1,134.88	
PRJ 335-602600	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY HEALTH INSURANCE		1,687.43	
PRJ 325-600100	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY WAGES AND SALARIES		14,983.27	
PRJ 325-601900	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY STATE RETIREMENT		2,364.59	
PRJ 325-602200	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY FICA TAXES		1,095.11	
PRJ 325-602600	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY HEALTH INSURANCE		2,105.53	
PRJ 411-600100	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY WAGES AND SALARIES		66,873.96	
PRJ 411-600100-41130	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY WAGES AND SALARIES		1,137.81	
PRJ 411-600100-41133	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY WAGES AND SALARIES		821.09	
PRJ 411-600100-41136	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY WAGES AND SALARIES		6,867.02	
PRJ 411-600100-41138	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY WAGES AND SALARIES		7.69	
PRJ 411-600100-41140	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY WAGES AND SALARIES		1,103.30	
PRJ 411-600100-41144	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY WAGES AND SALARIES		2,395.99	
PRJ 411-600400	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY OVERTIME		3,682.25	
PRJ 411-600400-41136	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY OVERTIME		1,102.41	
PRJ 411-600400-41140	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY OVERTIME		10.34	
PRJ 411-600400-41144	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY OVERTIME		20.34	
PRJ 411-601900	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY STATE RETIREMENT		11,122.07	
	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY			

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PRJ 411-601900-41130	09/27/2018	092718	092718	1092718	1092718	STATE RETIREMENT WARRANT=092718	RUN=1 BIWEEKLY	179.21	
PRJ 411-601900-41133	09/27/2018	092718	092718	1092718	1092718	STATE RETIREMENT WARRANT=092718	RUN=1 BIWEEKLY	129.32	
PRJ 411-601900-41136	09/27/2018	092718	092718	1092718	1092718	STATE RETIREMENT WARRANT=092718	RUN=1 BIWEEKLY	1,259.91	
PRJ 411-601900-41138	09/27/2018	092718	092718	1092718	1092718	STATE RETIREMENT WARRANT=092718	RUN=1 BIWEEKLY	1.21	
PRJ 411-601900-41140	09/27/2018	092718	092718	1092718	1092718	STATE RETIREMENT WARRANT=092718	RUN=1 BIWEEKLY	175.40	
PRJ 411-601900-41144	09/27/2018	092718	092718	1092718	1092718	STATE RETIREMENT WARRANT=092718	RUN=1 BIWEEKLY	380.57	
PRJ 411-602200	09/27/2018	092718	092718	1092718	1092718	FICA TAXES WARRANT=092718	RUN=1 BIWEEKLY	5,128.00	
PRJ 411-602200-41130	09/27/2018	092718	092718	1092718	1092718	FICA TAXES WARRANT=092718	RUN=1 BIWEEKLY	84.36	
PRJ 411-602200-41133	09/27/2018	092718	092718	1092718	1092718	FICA TAXES WARRANT=092718	RUN=1 BIWEEKLY	55.01	
PRJ 411-602200-41136	09/27/2018	092718	092718	1092718	1092718	FICA TAXES WARRANT=092718	RUN=1 BIWEEKLY	606.44	
PRJ 411-602200-41138	09/27/2018	092718	092718	1092718	1092718	FICA TAXES WARRANT=092718	RUN=1 BIWEEKLY	.58	
PRJ 411-602200-41140	09/27/2018	092718	092718	1092718	1092718	FICA TAXES WARRANT=092718	RUN=1 BIWEEKLY	71.61	
PRJ 411-602200-41144	09/27/2018	092718	092718	1092718	1092718	FICA TAXES WARRANT=092718	RUN=1 BIWEEKLY	183.13	
PRJ 411-602600	09/27/2018	092718	092718	1092718	1092718	HEALTH INSURANCE WARRANT=092718	RUN=1 BIWEEKLY	14,077.24	
PRJ 411-602600-41130	09/27/2018	092718	092718	1092718	1092718	HEALTH INSURANCE WARRANT=092718	RUN=1 BIWEEKLY	111.56	
PRJ 411-602600-41133	09/27/2018	092718	092718	1092718	1092718	HEALTH INSURANCE WARRANT=092718	RUN=1 BIWEEKLY	324.55	
PRJ 411-602600-41136	09/27/2018	092718	092718	1092718	1092718	HEALTH INSURANCE WARRANT=092718	RUN=1 BIWEEKLY	458.87	
PRJ 411-602600-41138	09/27/2018	092718	092718	1092718	1092718	HEALTH INSURANCE WARRANT=092718	RUN=1 BIWEEKLY	1.16	
PRJ 411-602600-41140	09/27/2018	092718	092718	1092718	1092718	HEALTH INSURANCE WARRANT=092718	RUN=1 BIWEEKLY	541.91	
PRJ 411-602600-41144	09/27/2018	092718	092718	1092718	1092718	HEALTH INSURANCE WARRANT=092718	RUN=1 BIWEEKLY	25.00	
PRJ 611-600100	09/27/2018	092718	092718	1092718	1092718	WAGES AND SALARIES WARRANT=092718	RUN=1 BIWEEKLY	41,315.44	
PRJ 611-601900	09/27/2018	092718	092718	1092718	1092718	STATE RETIREMENT WARRANT=092718	RUN=1 BIWEEKLY	6,507.17	
PRJ 611-602200	09/27/2018	092718	092718	1092718	1092718	FICA TAXES WARRANT=092718	RUN=1 BIWEEKLY	2,951.76	
PRJ 611-602600	09/27/2018	092718	092718	1092718	1092718	HEALTH INSURANCE WARRANT=092718	RUN=1 BIWEEKLY	9,317.97	
PRJ 621-600100						WAGES AND SALARIES		6,095.71	

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
PRJ 621-601900	09/27/2018	092718	092718	1092718	1092718	WARRANT=092718 RUN=1 BIWEEKLY		960.08	
PRJ 621-602200	09/27/2018	092718	092718	1092718	1092718	STATE RETIREMENT WARRANT=092718 RUN=1 BIWEEKLY		453.50	
PRJ 621-602600	09/27/2018	092718	092718	1092718	1092718	FICA TAXES WARRANT=092718 RUN=1 BIWEEKLY		725.73	
PRJ 511-600100-05600	09/27/2018	092718	092718	1092718	1092718	HEALTH INSURANCE WARRANT=092718 RUN=1 BIWEEKLY		2,913.20	
PRJ 511-601900-05600	09/27/2018	092718	092718	1092718	1092718	WAGES AND SALARIES WARRANT=092718 RUN=1 BIWEEKLY		458.83	
PRJ 511-602200-05600	09/27/2018	092718	092718	1092718	1092718	STATE RETIREMENT WARRANT=092718 RUN=1 BIWEEKLY		214.76	
PRJ 511-602600-05600	09/27/2018	092718	092718	1092718	1092718	FICA TAXES WARRANT=092718 RUN=1 BIWEEKLY		369.68	
PRJ 515-600100-74500	09/27/2018	092718	092718	1092718	1092718	HEALTH INSURANCE WARRANT=092718 RUN=1 BIWEEKLY		3,438.15	
PRJ 515-601900-74500	09/27/2018	092718	092718	1092718	1092718	WAGES AND SALARIES WARRANT=092718 RUN=1 BIWEEKLY		541.51	
PRJ 515-602200-74500	09/27/2018	092718	092718	1092718	1092718	STATE RETIREMENT WARRANT=092718 RUN=1 BIWEEKLY		225.56	
PRJ 515-602600-74500	09/27/2018	092718	092718	1092718	1092718	FICA TAXES WARRANT=092718 RUN=1 BIWEEKLY		952.94	
PRJ 811-600100	09/27/2018	092718	092718	1092718	1092718	HEALTH INSURANCE WARRANT=092718 RUN=1 BIWEEKLY		25,570.07	
PRJ 811-601900	09/27/2018	092718	092718	1092718	1092718	WAGES AND SALARIES WARRANT=092718 RUN=1 BIWEEKLY		4,027.31	
PRJ 811-602200	09/27/2018	092718	092718	1092718	1092718	STATE RETIREMENT WARRANT=092718 RUN=1 BIWEEKLY		1,849.79	
PRJ 811-602600	09/27/2018	092718	092718	1092718	1092718	FICA TAXES WARRANT=092718 RUN=1 BIWEEKLY		5,820.17	
PRJ 825-600100	09/27/2018	092718	092718	1092718	1092718	HEALTH INSURANCE WARRANT=092718 RUN=1 BIWEEKLY		1,540.26	
PRJ 825-601900	09/27/2018	092718	092718	1092718	1092718	WAGES AND SALARIES WARRANT=092718 RUN=1 BIWEEKLY		242.59	
PRJ 825-602200	09/27/2018	092718	092718	1092718	1092718	STATE RETIREMENT WARRANT=092718 RUN=1 BIWEEKLY		114.94	
PRJ 825-602600	09/27/2018	092718	092718	1092718	1092718	FICA TAXES WARRANT=092718 RUN=1 BIWEEKLY		298.90	
PRJ 445-600100	09/27/2018	092718	092718	1092718	1092718	HEALTH INSURANCE WARRANT=092718 RUN=1 BIWEEKLY		10,638.78	
PRJ 445-600400	09/27/2018	092718	092718	1092718	1092718	WAGES AND SALARIES WARRANT=092718 RUN=1 BIWEEKLY		145.82	
PRJ 445-601900	09/27/2018	092718	092718	1092718	1092718	OVERTIME WARRANT=092718 RUN=1 BIWEEKLY		1,698.58	
PRJ 445-602200	09/27/2018	092718	092718	1092718	1092718	STATE RETIREMENT WARRANT=092718 RUN=1 BIWEEKLY		798.73	
PRJ 445-602600	09/27/2018	092718	092718	1092718	1092718	FICA TAXES WARRANT=092718 RUN=1 BIWEEKLY		1,223.46	
	09/27/2018	092718	092718	1092718	1092718	HEALTH INSURANCE WARRANT=092718 RUN=1 BIWEEKLY			

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
GENERAL LEDGER TOTAL								3,603,729.41	3,603,729.41
PRJ 001-200100	09/27/2018					EQTY IN PLD CASH-GENERAL		1,438,707.31	
PRJ 010-110100	09/27/2018					EQUITY IN POOLED CASH			1,438,707.31
PRJ 001-201900	09/27/2018					EQTY IN PLD CASH-CDBG		9,114.63	
PRJ 200-110100	09/27/2018					EQUITY IN POOLED CASH			9,114.63
PRJ 001-203700	09/27/2018					EQTY IN PLD CASH-WATER\SEWER		39,464.03	
PRJ 400-110100	09/27/2018					EQUITY IN POOLED CASH			39,464.03
PRJ 001-204300	09/27/2018					EQTY IN PLD CASH-J T JONES		14,505.37	
PRJ 420-110100	09/27/2018					EQUITY IN POOLED CASH			14,505.37
SYSTEM GENERATED ENTRIES TOTAL								1,501,791.34	1,501,791.34
JOURNAL 2018/12/1262 TOTAL								5,105,520.75	5,105,520.75
2018 12 1262									
PRJ 010-311300	09/27/2018	092718	092718	1092718	1092718	EXPENDITURE CONTROL WARRANT=092718 RUN=1 BIWEEKLY		1,438,707.31	
PRJ 200-311300	09/27/2018	092718	092718	1092718	1092718	EXPENDITURE CONTROL WARRANT=092718 RUN=1 BIWEEKLY		9,114.63	
PRJ 400-311300	09/27/2018	092718	092718	1092718	1092718	EXPENDITURE CONTROL WARRANT=092718 RUN=1 BIWEEKLY		39,464.03	
PRJ 420-311300	09/27/2018	092718	092718	1092718	1092718	EXPENDITURE CONTROL WARRANT=092718 RUN=1 BIWEEKLY		14,505.37	

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FUND	ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001	POOLED CASH	2018 12	1262	09/27/2018			
	001-100351				PAYROLL CLEARING	787,531.60	
	001-100351				PAYROLL CLEARING		2,816,197.81
	001-200100				EQTY IN PLD CASH-GENERAL	1,438,707.31	
	001-201900				EQTY IN PLD CASH-CDBG	9,114.63	
	001-203700				EQTY IN PLD CASH-WATER\SEWER	39,464.03	
	001-204300				EQTY IN PLD CASH-J T JONES	14,505.37	
	001-213700				WITHHOLDING-FEDERAL	79,608.04	
	001-213700				WITHHOLDING-FEDERAL		79,551.06
	001-213900				WITHHOLDING-STATE	59,459.34	
	001-213900				WITHHOLDING-STATE		31,061.28
	001-214100				WITHHOLDING-RETIREMENT	520,462.97	
	001-214100				WITHHOLDING-RETIREMENT		267,017.34
	001-214300				WITHHOLDING-HEALTH INSURANCE	442,517.51	
	001-214300				WITHHOLDING-HEALTH INSURANCE		220,709.43
	001-214350				WITHHOLDING-VISION 100%EE PAID		2,680.15
	001-214400				WITHHOLDING-FLEX SPENDING ACCT	8,410.82	
	001-214400				WITHHOLDING-FLEX SPENDING ACCT		4,130.41
	001-214700				WITHHOLDING-GARNISHMENTS	10,507.03	
	001-214700				WITHHOLDING-GARNISHMENTS		7,488.69
	001-214900				WITHHOLDING-DEFERRED COMP	15,093.02	
	001-214900				WITHHOLDING-DEFERRED COMP		7,505.26
	001-215900				WITHHOLDING-POLICE BENEVOLENT	1,021.25	
	001-215900				WITHHOLDING-POLICE BENEVOLENT		504.75
	001-216100				WITHHOLDING-COLONIAL LIFE	224.84	
	001-216100				WITHHOLDING-COLONIAL LIFE		112.42
	001-216150				WITHHOLDING-LINCOLN NATL LIFE	8,819.92	
	001-216150				WITHHOLDING-LINCOLN NATL LIFE		4,414.32
	001-216300				WITHHOLDING-AFLAC	9,786.88	
	001-216300				WITHHOLDING-AFLAC		4,893.44
	001-216400				WITHHOLDING-UNUM	1,719.13	
	001-216400				WITHHOLDING-UNUM		855.47
	001-216500				WITHHOLDING-PREPAID LEGAL	89.76	
	001-216500				WITHHOLDING-PREPAID LEGAL		44.88
	001-216700				ACCRUED AND WITHHELD FICA	156,685.96	
	001-216700				ACCRUED AND WITHHELD FICA		156,562.70
					FUND TOTAL	3,603,729.41	3,603,729.41
010	GENERAL FUND	2018 12	1262	09/27/2018			
	010-110100				EQUITY IN POOLED CASH		1,438,707.31
	010-311300				EXPENDITURE CONTROL	1,438,707.31	
					FUND TOTAL	1,438,707.31	1,438,707.31
200	COMMUNITY DEVELOPMENT	2018 12	1262	09/27/2018			
	200-110100				EQUITY IN POOLED CASH		9,114.63
	200-311300				EXPENDITURE CONTROL	9,114.63	

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FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
				FUND TOTAL	9,114.63	9,114.63
400 WATER/SEWER UTILITY FUND	2018 12	1262	09/27/2018			
400-110100				EQUITY IN POOLED CASH		39,464.03
400-311300				EXPENDITURE CONTROL	39,464.03	
				FUND TOTAL	39,464.03	39,464.03
420 JOSEPH T JONES	2018 12	1262	09/27/2018			
420-110100				EQUITY IN POOLED CASH		14,505.37
420-311300				EXPENDITURE CONTROL	14,505.37	
				FUND TOTAL	14,505.37	14,505.37

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FUND		DUE TO	DUE FROM
001	POOLED CASH	1,501,791.34	
010	GENERAL FUND		1,438,707.31
200	COMMUNITY DEVELOPMENT		9,114.63
400	WATER/SEWER UTILITY FUND		39,464.03
420	JOSEPH T JONES		14,505.37
TOTAL		1,501,791.34	1,501,791.34

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WARRANT 0927A

PAY PERIOD 09/10/2018 to 09/23/2018

CHECK DATE 09/27/2018

YEAR 2018 PERIOD 12
EXPENDITURE ENTRIES
SHORT DESC 0927A

GL EFF DATE 09/27/2018
REFERENCE 0927A
REFERENCE2 10927A

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
YEAR 2018	PERIOD 12			GL EFF DATE 09/27/2018	
115	600100		LEGISLATIVE	WAGES AND SALARIES	76.94
115	601900		LEGISLATIVE	STATE RETIREMENT	12.12
115	602200		LEGISLATIVE	FICA TAXES	5.89
411	600100	41136	LEISURE SERVICES	WAGES AND SALARIES	84.83
411	600400		LEISURE SERVICES	OVERTIME	274.01
411	601900		LEISURE SERVICES	STATE RETIREMENT	43.16
411	601900	41136	LEISURE SERVICES	STATE RETIREMENT	13.36
411	602200		LEISURE SERVICES	FICA TAXES	20.96
411	602200	41136	LEISURE SERVICES	FICA TAXES	6.49
FUND TOTALS					537.76
GRAND TOTALS					537.76

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2018 12 1374									
PRJ 001-100351	09/27/2018	0927A	0927A	10927A	10927A	PAYROLL CLEARING WARRANT=0927A RUN=1 BIWEEKLY		190.23	
PRJ 001-213700	09/27/2018	0927A	0927A	10927A	10927A	WITHHOLDING-FEDERAL WARRANT=0927A RUN=1 BIWEEKLY			15.70
PRJ 001-213700	09/27/2018	0927A	0927A	10927A	10927A	WITHHOLDING-FEDERAL WARRANT=0927A RUN=1 BIWEEKLY		15.70	
PRJ 001-100351	09/27/2018	0927A	0927A	10927A	10927A	PAYROLL CLEARING WARRANT=0927A RUN=1 BIWEEKLY			727.99
PRJ 001-214100	09/27/2018	0927A	0927A	10927A	10927A	WITHHOLDING-RETIREMENT WARRANT=0927A RUN=1 BIWEEKLY			107.85
PRJ 001-214100	09/27/2018	0927A	0927A	10927A	10927A	WITHHOLDING-RETIREMENT WARRANT=0927A RUN=1 BIWEEKLY		107.85	
PRJ 001-216700	09/27/2018	0927A	0927A	10927A	10927A	ACCRUED AND WITHHELD FICA WARRANT=0927A RUN=1 BIWEEKLY			66.68
PRJ 001-216700	09/27/2018	0927A	0927A	10927A	10927A	ACCRUED AND WITHHELD FICA WARRANT=0927A RUN=1 BIWEEKLY		66.68	
PRJ 115-600100	09/27/2018	0927A	0927A	10927A	10927A	WAGES AND SALARIES WARRANT=0927A RUN=1 BIWEEKLY		76.94	
PRJ 115-601900	09/27/2018	0927A	0927A	10927A	10927A	STATE RETIREMENT WARRANT=0927A RUN=1 BIWEEKLY		12.12	
PRJ 115-602200	09/27/2018	0927A	0927A	10927A	10927A	FICA TAXES WARRANT=0927A RUN=1 BIWEEKLY		5.89	
PRJ 411-600100-41136	09/27/2018	0927A	0927A	10927A	10927A	WAGES AND SALARIES WARRANT=0927A RUN=1 BIWEEKLY		84.83	
PRJ 411-600400	09/27/2018	0927A	0927A	10927A	10927A	OVERTIME WARRANT=0927A RUN=1 BIWEEKLY		274.01	
PRJ 411-601900	09/27/2018	0927A	0927A	10927A	10927A	STATE RETIREMENT WARRANT=0927A RUN=1 BIWEEKLY		43.16	
PRJ 411-601900-41136	09/27/2018	0927A	0927A	10927A	10927A	STATE RETIREMENT WARRANT=0927A RUN=1 BIWEEKLY		13.36	
PRJ 411-602200	09/27/2018	0927A	0927A	10927A	10927A	FICA TAXES WARRANT=0927A RUN=1 BIWEEKLY		20.96	
PRJ 411-602200-41136	09/27/2018	0927A	0927A	10927A	10927A	FICA TAXES WARRANT=0927A RUN=1 BIWEEKLY		6.49	
GENERAL LEDGER TOTAL								918.22	918.22
PRJ 001-200100	09/27/2018					EQTY IN PLD CASH-GENERAL		537.76	
PRJ 010-110100	09/27/2018					EQUITY IN POOLED CASH			537.76
SYSTEM GENERATED ENTRIES TOTAL								537.76	537.76
JOURNAL 2018/12/1374 TOTAL								1,455.98	1,455.98

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YEAR	PER	JNL					ACCOUNT DESC	T	OB	DEBIT	CREDIT
SRC	ACCOUNT		EFF	DATE	JNL	DESC	REF 1	REF 2	REF 3	LINE	DESC
2018	12	1374									
PRJ	010-311300										
	09/27/2018	0927A					0927A	10927A	10927A		EXPENDITURE CONTROL
											WARRANT=0927A RUN=1 BIWEEKLY
											537.76

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FUND	ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001	POOLED CASH	2018 12	1374	09/27/2018			
	001-100351				PAYROLL CLEARING	190.23	
	001-100351				PAYROLL CLEARING		727.99
	001-200100				EQTY IN PLD CASH-GENERAL	537.76	
	001-213700				WITHHOLDING-FEDERAL	15.70	
	001-213700				WITHHOLDING-FEDERAL		15.70
	001-214100				WITHHOLDING-RETIREMENT	107.85	
	001-214100				WITHHOLDING-RETIREMENT		107.85
	001-216700				ACCRUED AND WITHHELD FICA	66.68	
	001-216700				ACCRUED AND WITHHELD FICA		66.68
					FUND TOTAL	918.22	918.22
010	GENERAL FUND	2018 12	1374	09/27/2018			
	010-110100				EQUITY IN POOLED CASH		537.76
	010-311300				EXPENDITURE CONTROL	537.76	
					FUND TOTAL	537.76	537.76

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FUND		DUE TO	DUE FROM
001	POOLED CASH	537.76	
010	GENERAL FUND		537.76
TOTAL		537.76	537.76

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Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Linda Elias, Comptroller
Administration

Date: 10/05/2018

Subject: Associated Adjusters Check Registers - for workers' comp and general liability claims paid during August 2018 - to be made a part of the minutes

Recommendation:

To: Mayor Billy Hewes
Council President F.B. 'Rusty' Walker, IV
Councilwoman Ella Holmes-Hines
Councilwoman Cara L. Pucheu
Councilman Kenneth L. Casey, Sr.
Councilman Ronald "Ron" Roland
Councilman Myles Sharp
Councilman Robert 'R. Lee' Flowers

CC: Dr. John Kelly, CAO

From: Linda Elias, Comptroller

Date: October 5, 2018

Re: Monthly Check Register from Associated Adjusters

Attached are the reports from Associated Adjusters of payments made on Workers' Compensation and General Liability claims for the month of August, to be approved and spread on the minutes of the October 16, 2018, Council meeting.

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

Workers Comp

<u>Transaction Type</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Payee</u>	<u>Approved Amount</u>	<u>Void Date</u>
Voided	09/10/2018	21915	123456789 / Yelena and Jimmy Williams	\$1,428.81	09/13/2018
Voided	09/20/2018	21963	640736425 / South Mississippi Home Health Inc	\$1,500.00	09/20/2018
Voided	09/20/2018	21966	203701770 / Mississippi Orthopaedic Institute, PLLC	\$476.36	09/20/2018
Voided	09/20/2018	21967	203701770 / Mississippi Orthopaedic Institute, PLLC	\$4,763.61	09/20/2018
Check	09/04/2018	21907	455612819 / Luis Garcia	\$137.12	
Check	09/06/2018	21908	943355101 / CompToday	\$5.30	
Check	09/06/2018	21909	630890498 / Carlisle Medical Inc	\$34.75	
Check	09/06/2018	21910	631225408 / Encore Rehabilitation, Inc.	\$132.68	
Check	09/06/2018	21911	426353826 / Christian Oatis	\$136.25	
Check	09/06/2018	21912	646010232 / Memorial Hospital	\$168.53	
Check	09/06/2018	21913	631225408 / Encore Rehabilitation, Inc.	\$243.49	
Check	09/06/2018	21914	640922184 / Bienville Orthopaedic Specialists, LLC	\$657.47	
Check	09/10/2018	21915	123456789 / Yelena and Jimmy Williams	\$1,428.81	
Check	09/11/2018	21916	646010232 / Memorial Emergency Physicians	\$53.53	
Check	09/11/2018	21917	640887209 / Physical Therapy Center of Ocean Springs	\$132.68	
Check	09/11/2018	21918	721240043 / Total Anesthesia Care	\$175.00	
Check	09/11/2018	21919	721240043 / Total Anesthesia Care	\$175.00	
Check	09/11/2018	21920	587657048 / John Stegall	\$974.08	
Check	09/11/2018	21921	123456789 / Larry Dedeaux	\$45.70	
Check	09/11/2018	21922	123456789 / Stephen Mugg	\$45.70	
Check	09/13/2018	21923	123456789 / Yelena and Jeremy Williams	\$160.00	
Check	09/13/2018	21924	123456789 / Yelena and Jeremy Williams	\$1,268.81	
Check	09/14/2018	21925	640521490 / SINGING RIVER RADIOLOGY GROUP	\$37.76	
Check	09/14/2018	21926	640863698 / SMB Radiology, PA	\$90.81	
Check	09/14/2018	21927	646010232 / Memorial Emergency Physicians	\$151.89	
Check	09/14/2018	21928	631225408 / Encore Rehabilitation, Inc.	\$154.55	
Check	09/14/2018	21929	631225408 / Encore Rehabilitation, Inc.	\$173.50	
Check	09/14/2018	21930	631225408 / Encore Rehabilitation, Inc.	\$183.71	
Check	09/14/2018	21931	631225408 / Encore Rehabilitation, Inc.	\$183.71	
Check	09/14/2018	21932	631225408 / Encore Rehabilitation, Inc.	\$183.71	
Check	09/14/2018	21933	646010232 / Memorial Hospital	\$647.48	
Check	09/14/2018	21934	621770924 / SRPS	\$43.94	
Check	09/14/2018	21935	621770924 / SRPS	\$62.55	
Check	09/14/2018	21936	621770924 / SRPS	\$141.16	
Check	09/14/2018	21937	640672625 / Sartin's Discount Drugs	\$282.56	
Check	09/14/2018	21938	720276883 / Ochsner Clinic LLC	\$688.00	
Check	09/14/2018	21939	822869576 / Ochsner M.C. Hancock LLC	\$726.84	
Check	09/14/2018	21940	720478620 / ST. TAMMANY PARISH HOSPITAL	\$9,313.42	
Check	09/14/2018	21941	640672625 / Sartin's Discount Drugs	\$30.00	
Check	09/18/2018	21942	640672625 / Sartin's Discount Drugs	\$28.00	
Check	09/18/2018	21943	640672625 / Sartin's Discount Drugs	\$55.81	
Check	09/18/2018	21944	260503821 / Advanced Pain Institute	\$65.00	
Check	09/18/2018	21945	721372532 / Rehabilitation, Inc.	\$100.00	
Check	09/18/2018	21946	640887209 / Physical Therapy Center of Ocean Springs	\$132.68	
Check	09/18/2018	21947	640887209 / Physical Therapy Center of Ocean Springs	\$132.68	
Check	09/18/2018	21948	631225408 / Encore Rehabilitation, Inc.	\$154.55	
Check	09/18/2018	21949	640387362 / Beach Pharmacy, Inc.	\$286.05	
Check	09/18/2018	21950	427712231 / Ryan Bennett	\$81.65	
Check	09/20/2018	21951	202488424 / Medical Analysis LLC	\$40.85	
Check	09/20/2018	21952	427712231 / Ryan Bennett	\$74.78	
Check	09/20/2018	21953	640922184 / Bienville Orthopaedic Specialists, LLC	\$76.50	
Check	09/20/2018	21954	205177368 / Coast Process Servers	\$80.00	
Check	09/20/2018	21955	640887209 / Physical Therapy Center of Ocean Springs	\$132.68	
Check	09/20/2018	21956	640887209 / Physical Therapy Center of Ocean Springs	\$132.68	
Check	09/20/2018	21957	631225408 / Encore Rehabilitation, Inc.	\$154.55	
Check	09/20/2018	21958	640922184 / Bienville Orthopaedic Specialists, LLC	\$176.89	
Check	09/20/2018	21959	630890498 / Carlisle Medical Inc	\$200.23	
Check	09/20/2018	21960	640914229 / BILOXI ANESTHESIOLOGY, PA	\$275.00	
Check	09/20/2018	21961	640914229 / BILOXI ANESTHESIOLOGY, PA	\$275.00	
Check	09/20/2018	21962	640922184 / Bienville Orthopaedic Specialists, LLC	\$302.42	
Check	09/20/2018	21963	640736425 / South Mississippi Home Health Inc	\$1,500.00	

Check	09/20/2018	21964	631225408 / Encore Rehabilitation, Inc.	\$167.20
Check	09/20/2018	21965	631225408 / Encore Rehabilitation, Inc.	\$173.50
Check	09/20/2018	21966	203701770 / Mississippi Orthopaedic Institute, PLLC	\$476.36
Check	09/20/2018	21967	203701770 / Mississippi Orthopaedic Institute, PLLC	\$4,763.61
Check	09/21/2018	21968	640863698 / SMB Radiology, PA	\$15.88
Check	09/21/2018	21969	640922184 / Bienville Orthopaedic Specialists, LLC	\$91.58
Check	09/21/2018	21970	646010232 / Memorial Hospital	\$391.29
Check	09/21/2018	21971	203701770 / Mississippi Orthopaedic Institute, PLLC	\$501.43
Check	09/21/2018	21972	640854435 / Copeland, Cook, Taylor & Bush, P.A.	\$4,638.20
Check	09/21/2018	21973	203701770 / Mississippi Orthopaedic Institute, PLLC	\$5,014.33
Check	09/21/2018	21974	640854435 / Copeland, Cook, Taylor & Bush, P.A.	\$7,743.09
Check	09/25/2018	21975	640885079 / Southern Mississippi Heart Center PA	\$14.16
Check	09/25/2018	21976	300196859 / Advanced Orthopedics PLLC	\$93.79
Check	09/25/2018	21977	245278248 / Linda Allen	\$337.36
Check	09/25/2018	21978	587657048 / John Stegall	\$974.08
Check	09/25/2018	21979	721381997 / Associated Managed Care	\$4,464.88
Check	09/27/2018	21980	640863698 / SMB Radiology, PA	\$48.27
Check	09/27/2018	21981	203701770 / Mississippi Orthopaedic Institute, PLLC	\$51.44
Check	09/27/2018	21982	592754033 / Merit Health Biloxi	\$421.64
Check	09/28/2018	21983	646010232 / Memorial Hospital	\$86.59
Check	09/28/2018	21984	631225408 / Encore Rehabilitation, Inc.	\$132.68
Check	09/28/2018	21985	631225408 / Encore Rehabilitation, Inc.	\$151.14
Check	09/28/2018	21986	631225408 / Encore Rehabilitation, Inc.	\$173.50
Check	09/28/2018	21987	631225408 / Encore Rehabilitation, Inc.	\$173.50
Check	09/28/2018	21988	631225408 / Encore Rehabilitation, Inc.	\$173.50
Check	09/28/2018	21989	631225408 / Encore Rehabilitation, Inc.	\$183.70
Check	09/28/2018	21990	640908665 / RN Resources, Inc.	\$761.94
Check	09/28/2018	21991	640908665 / RN Resources, Inc.	\$2,410.02
				(\$49,988.37)

General Liability

<u>Transaction Type</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Payee</u>	<u>Approved Amount</u>
Check	09/10/2018	21915	Yelena and Jimmy Williams	\$1,428.81
Voided	09/13/2018	21915	Yelena and Jimmy Williams	(\$1,428.81)
Check	09/11/2018	21921	Larry Dedeaux	\$45.70
Check	09/11/2018	21922	Stephen Mugg	\$45.70
Check	09/13/2018	21923	Yelena and Jeremy Williams	\$160.00
Check	09/13/2018	21924	Yelena and Jeremy Williams	\$1,268.81
Check	09/20/2018	21954	Coast Process Servers	\$80.00
Check	09/21/2018	21972	Copeland, Cook, Taylor & Bush, P.A.	\$4,638.20
Check	09/21/2018	21974	Copeland, Cook, Taylor & Bush, P.A.	\$7,743.09
				\$13,981.50



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Linda Elias, Comptroller
Administration

Date: 10/01/2018

Subject: 2018 Municipal Compliance Questionnaire - to be made a part of the minutes.

Recommendation:

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate work papers may be needed.

1. Name and address of municipality:
CITY OF GULFPORT; P.O. BOX 1780, GULFPORT, MS 39502
2. List the date and population of the latest official U.S. Census or most recent official census:
July 1, 2015 71,856
3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).
SEE ATTACHED
4. Period of time covered by this questionnaire:
From: **10-1-2017** To: **9-30-2018**
5. Expiration date of current elected officials' term: **JULY, 2021**

CONTACT INFORMATION FOR OFFICIALS OF THE CITY OF RICHLAND:

MAYOR:

**WILLIAM "BILLY" HEWES
P.O. BOX 1780
GULFPORT, MS 39502
228-868-5810**

ATTORNEY:

**JEFF BRUNI
P.O. BOX 1780
GULFPORT, MS 39502
228-868-5811**

CITY COUNCIL:

**P.O. BOX 1780
GULFPORT, MS 39502
228-868-5848**

WARD 1 COUNCIL:	KENNETH L. CASEY, Sr.
WARD 2 COUNCIL:	RONALD ROLAND
WARD 3 COUNCIL:	ELLA HOLMES-HINES
WARD 4 COUNCIL:	F.B. "RUSTY" WALKER, IV
WARD 5 COUNCIL:	MYLES SHARP
WARD 6 COUNCIL:	ROBERT "R LEE" FLOWERS
WARD 7 COUNCIL:	CARA L. PUCHEU

CITY CLERK:

**LINDA K. ELIAS
P.O. BOX 1780
GULFPORT, MS 39502
228-868-5705**

MUNICIPAL COMPLIANCE QUESTIONNAIRE

Year Ended September 30, 2018

Answer All Questions: **Y** - YES, **N** - NO, **N/A** - NON APPLICABLE

Part I - General

- | | |
|--|--|
| 1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) | Y
_____ |
| 2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) | Y
_____ |
| 3. Are municipal records open to the public? | Y
_____ |
| 4. Are meetings of the board open to the public?
(Section 25-41-5) | Y
_____ |
| 5. Are notices of special or recess meetings posted?
(Section 25-41-13) | Y
_____ |
| 6. Are all required personnel covered by appropriate surety bonds?
* Board or council members (Section 21-17-5)

* Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter)
*Municipal clerk (Section 21-15-38)
*Deputy Clerk (Section 21-15-23)
*Chief of police (Section 21-21-1)
*Deputy police (Section 45-5-9) (if hired under this law) | Y

N/A
_____ |
| 7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19) | Y
_____ |
| 8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting? (Section 21-15-33) | Y
_____ |
| 9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53) | Y
_____ |
| 10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) | Y
_____ |
| 11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31) | Y
_____ |

12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance?
(Sections 21-35-31 or 21-17-19) Published 9/28 & 29, 2018*
- Y*

PART II - Cash and Related Records

1. Where required, is a claims docket maintained?
(Section 21-39-7)
- Y
2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9)
- Y
3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued?
(Section 21-39-7)
- Y
4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13)
- Y
5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn?
(Section 21-39-13)
- Y
6. Has the municipality adopted and entered on it minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-15, 21-35-7, and 21-35-9)
- Y
7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23)
- Y
8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, 27-39-205)
- Y
9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25)
- Y
10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting?
(Section 21-35-25)
- NA

- | | | |
|-----|--|----------|
| 11. | Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor?
(Section 21-35-11) | <u>Y</u> |
| 12. | Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) | <u>Y</u> |
| 13. | Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess pf budgeted amounts, except for court-ordered or emergency expenditures?
(Section 21-35-17) | <u>Y</u> |
| 14. | Has the municipality commissioned municipal depositories?
(Sections 27-105-353 and 27-105-363) | <u>Y</u> |
| 15. | Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) | <u>Y</u> |
| 16. | Are donations restricted to those specifically authorized by law?
(Section 21-17-5 (Section 66, Miss. Constitution)--Sections 21-19-45 through 21-19-59, etc.) | <u>Y</u> |
| 17. | Are fixed assets properly tagged and accounted for? Section II -
Municipal Audit and Accounting Guide) | <u>Y</u> |
| 18. | Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? | <u>Y</u> |
| 19. | Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41) | <u>Y</u> |

PART III - Purchasing and Receiving

- | | | |
|----|--|----------|
| 1. | Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] | <u>Y</u> |
| 2. | Are all lowest and best bids decisions properly documented?
[Section 31-7-13(d)] | <u>Y</u> |
| 3. | Are all one-source item and emergency purchases documents on the board's minutes? [Section 31-7-13(m) and (k)] | <u>Y</u> |
| 4. | Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) | <u>Y</u> |

PART IV - Bonds and Other Debt

1. Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303) Y
2. Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87) Y
3. Have the required trust funds been established for utility revenue bonds? (Sections 21-27-65) Y
4. Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317) Y
5. Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5) Y

PART V - Taxes and Other receipts

1. Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167) Y
2. Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53) Y
3. Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63) *Y
THIS IS COLLECTED BY THE HARRISON COUNTY TAX COLLECTOR
4. Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53) Y
5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321) Y
6. Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) Y
7. Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) Y
8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) Y

- | | | |
|-----|---|-----|
| 9. | Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax?
(Section 83-1-37 and 83-1-39) | Y |
| 10. | Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.) | Y |
| 11. | Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) | Y |
| 12. | Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) | Y |
| 13. | Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347) | Y |
| 14. | Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system?
(Section 17-17-348) | N/A |
| 15. | Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG) | Y |

Certification to Municipal Compliance

Questionnaire Year Ended September 30, 2018

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of GULFPORT, MS, and, to the best of our knowledge and belief, all responses are accurate.

Rene Ellis
(City Clerk Signature)

9/25/18
(Date)

[Signature]
(Mayor Signature)

9/25/18
(Date)

Minute Book References:

Book Number _____

Page _____

(Clerk is to enter minute book references when questionnaire is accepted by board.)