



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, November 20, 2018

1:30 PM

*Gulfport City Hall
Council Chambers*

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

Agenda Order Confirmation or adjustment of the agenda order

Presentation Agenda

- **Mayor's Report**

Policy Issues

Minutes

- 1 Approval of Minutes - for November 6, 2018.

Code Enforcement / Planning

- 2 Code Enforcement Hearing - on resolution to declare that certain properties are in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community and to authorize advertisements for bids and lot clean-ups and/or demolitions.
- 3 Variance Approval - Appeal - accessory structure size and setback variances at 2233 30th St, Zoned R-2: located north of 29th Street, south of and adjacent to 30th Street, east of 23rd Avenue, and west of 22nd Ave - Case # 1809ZB100 - Ward 3.
- 4 Acceptance for Perpetual Maintenance - Bayou Bend Subdivision public improvements, excluding the roadway, release of existing warranty bond, and transfer of streetlight account to the City of Gulfport. A new bond is required, in the amount of \$3,500, to cover the roadway for 2 years - Case # 1710PC122 - Ward 4.

Resolutions

- 5 Resolution - approving a Memorandum of Understanding among the City of Gulfport, Mississippi, the City of Biloxi, Mississippi, and the City of Rionegro, Columbia, authorizing the Mayor to execute the same, and for related purposes.
- 6 Resolution - approving Professional Services contract with Municipal Code Corporation, authorizing the Mayor to execute the same on behalf of the City, and for related purposes.
- 7 Resolution - approving an Application to Gulf Regional Planning Commission to Fund a Pedestrian Sidewalk Study along U.S. Highway 49, South of Creosote Road.
- 8 Resolution - authorizing the Mayor to provide written Notice of Intent not to renew Agreement with Five Points ICT, Inc., and for related purposes.
- 9 Resolution - requesting sale of sidearm to Deputy Chief Chris Loposser upon his retirement from the City of Gulfport and setting the amount to be paid for said firearm pursuant to Mississippi Code Annotated § 45-9-131 (rev. 2014).
- 10 Resolution - requesting sale of sidearm to Officer Perry Byrd upon his retirement from the City of Gulfport and setting the amount to be paid for said firearm pursuant to Mississippi Code Annotated § 45-9-131 (rev. 2014).
- 11 Resolution - approving Modification #4 to the Grant Agreement between City of Gulfport and Mississippi Development Authority, Contract R-109-202-07-KCR, Brickyard Bayou Drainage Improvements, Phase II 2B.
- 12 Resolution - authorizing acceptance of Public Trust Tidelands Grant Award for the Bernard and Brickyard Bayou Blueway Kayak Launch Project, authorizing the Mayor to execute any and all documents required to accept the same, and for related purposes.
- 13 Resolution - authorizing acceptance of the FY18 Homeland Security Grant Award #18LE202 in the amount of \$20,000, and authorizing the execution of any and all documents required to accept the same, and for related purposes.
- 14 Resolution - authorizing acceptance of Mississippi Office of Homeland Security Grant for the Fire Department in the amount of \$10,000 and authorizing the Mayor to execute the same.

- 15 Resolution - authorizing acceptance of Mississippi Office of Homeland Security Grant for the Fire Department in the amount of \$100,000 and authorizing the Mayor to execute the same.
- 16 Resolution - ratifying and accepting the 2018 HOME Grant Agreement from the U.S. Department of Housing and Urban Development for fiscal year January - December, 2018 in the amount of \$476,880, 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 Police Department and for related purposes.
- 18 Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in support of the 2019 Gulf Coast Legislative Reception, and for related purposes.

Budget Amendments / Docket of Claims

- 19 Budget Amendment #12 - to increase Supplies line item in the CNET Budget as a result of restitution received.
- 20 Budget Amendment #13 - to transfer funds from Fund Balance to replace previously allocated funding from FY 18 for Streets & Drainage Projects.
- 21 Budget Amendment #14 - to increase Supplies in Leisure Services Budget for expenditures associated with an AARP grant received in FY 2018 to create a Nature Trail and Outdoor Classroom at Brickyard Bayou.
- 22 Budget Amendment #15 – to transfer existing funds from Engineering Fees to Flood Protection within the CDBG – Katrina Brickyard Bayou Budget.
- 23 Docket of Claims- to be approved through November 21, 2018.

Routine Agenda

- 24 Resolution - awarding bids for lot clean-ups and/or demolitions.
- 25 Bi-Weekly Payroll Report - for the month of October, 2018 - to be made a part of the minutes.
- 26 Associated Adjusters Check Registers - for workers' comp and general liability claims paid during October, 2018 - to be made a part of the minutes.

- 27** Ratification - of donated Easement from Gulfport Redevelopment Commission for 20th Avenue Improvements Project - to be made a part of the minutes.
- 28** Ratification - of donated Real Property from Larry and Lois Benefield for Tara Hills Drainage Project - to be made a part of the minutes.
- 29** Ratification - of donated Sidewalk Easement from CFA-NC Townridge Square, LLC, for sidewalk at Chick-fil-A - to be made a part of the minutes.
- 30** Ratification - of donated Easement from Chers Patio Gulfport Properties, LLC - to be made a part of the minutes.
- 31** Ratification - of acquired easements and deeds for Brickyard Bayou Drainage Improvement Project, Phases 2B and 2C - to be made a part of the minutes.
- 32** Request - one-year renewal period for the Unit Price Electrical Services Contract with Weaver Electric - City Wide - to be made a part of the minutes.
- 33** Request - a Change Fund (Petty Cash) for the Urban Development Clerks
- 34** Letter - regarding bid awarded by Purchasing to Chancellor Supply, Inc. for Street Light and Pole Replacements - Public Works/Engineering Department - 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

- **Mr. Holcomb Hector**
- **Mrs. Peggy Hector**

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: 11/07/2018

Subject: Approval of Minutes - for November 6, 2018.

Recommendation:



City of Gulfport, Mississippi

Minutes City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, November 6, 2018

1:30 PM

*Gulfport City Hall
Council Chambers*

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

The Members of Council met at City Hall at 1:30 P.M., on the above date, same being an adjourned meeting from a Regular Council Meeting on October 16, 2018 at 1:30 P.M.

Present: CAO Dr. John Kelly, General Counsel Hugh Keating, **Councilmembers:** Kenneth Casey, Ron Roland, Ella Holmes-Hines (in at 1:40), Rusty Walker, Myles Sharp, R.Lee Flowers, and Cara Pucheu. **Absent:** Mayor Billy Hewes

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

Agenda Order

Motion to Accept the Agenda with the following adjustments: Delete Item #11, Add Item #59, Legal Notice - advertisement for bids for Gaston Point Gym AC Replacement, and Change Item #28's title to read "2018" instead of "2019", 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.

In the Mayor's absence, CAO Dr. John Kelly presented the Mayor's Report.

Upcoming Events

- Fishbone Alley Performance Series
 - Wednesday, November 7 from 5 – 7 P.M. – Music by Phillip Drake
 - Friday, November 9 from 5 – 7 P.M. – Music by Hank Berumen

- 14th Street Block Party
 - Thursday, November 8 from 4:30 – 6:30 P.M. on 14th Street between 24th & 25th Avenue
 - Food & Beverages from our local Restaurants and Bars
 - Entertainment by Midnight Love
- 2nd Annual Gulfport Octane
 - Saturday, November 10 from 9 A.M. – 2 P.M. on 13th & 14th Street between 25th & 27th Avenue
 - Food & Beverages from our local Restaurants and Bars
 - Entertainment by Dallas Fly
- Veteran's Day Parade
 - Saturday, November 10 beginning at 11 A.M.
 - Starts at 19th Street & 25th Avenue, going South and ending at Jones Park at the Harbor Market Pavilion
- Fishbone Alley Movie Series
 - Saturday, November 10 at Fishbone Alley & 14th Street
 - Mix & Mingle at 5:30 P.M.
 - Food from Salute Italian Restaurant & Tony's Brick Oven Pizza
 - "Under the Tuscan Sun" beginning at 6 P.M.

This concluded the Mayor's Report.

Policy Issues

Minutes

- 1** Approval of Minutes - for October 16, 2018.

Motion to Approve the Minutes for October 16, 2018, 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** Approval of Minutes - for October 16, 2018 Workshop.

Motion to Approve Minutes for October 16, 2018 Workshop, 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

Code Enforcement / Planning / Ordinances

- 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.

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 Kenneth Casey, **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

- 4** Certificate of Resubdivision - divide one parcel into two 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 - Case # 1808PC081 - Ward 6.

Motion to Approve Certificate of Resubdivision, 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, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 5** Certificate of Resubdivision - divide one parcel 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 - Case # 1808PC082 - in Ward 2.

Motion to Approve Certificate of Resubdivision, Moved by Ron Roland, **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 Final Plat - approval for a 7-lot subdivision (Gulfport Highlands Development, Phase 1) zoned R-B and B-2 located north of and adjacent to Lorraine Road, south of O'Neal Road, east of and adjacent to Highway 605, and west of Ollie road - Case 1706PC064 - Ward 6.

Motion to Approve Gulfport Highlands Final Plat, 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, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 7 Ordinance - request to rezone the tax parcel from R-1-10 to B-1: located north of Klein Road, south of Artes Street, east of Harmony Circle, and west of and adjacent to Three Rivers Road - Case # 1809PC098 - Ward 6.

Motion to Adopt Ordinance, 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

- Ordinance 2975 -

- 8 Ordinance - providing 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 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

- Ordinance 2976 -

Resolutions / Requests

- 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 892 Second Street, Gulfport, Mississippi, in the First Judicial District of Harrison County, and identified as parcel number 0911E-04.028.000.

Motion to Approve Order, 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

Motion to Suspend the Rules, 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

- 10** Resolution - accepting the bid of BancorpSouth Equipment Finance for financing for the Lease-Purchase Finance of upgrades/repairs, purchase of equipment, and maintenance to the Gulfport Sportsplex Marquee Sign.

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

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

- Deleted -

- 12** Resolution - approving the Lease-Purchase Financing of One (1) New Fire Truck for the Gulfport Fire Department, 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, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 13** Resolution - approving Form Facility Use Agreement for Tournaments at the Gulfport Sportsplex and Goldin Park, authorizing the Director of Leisure Services or Sportsplex Manager to execute the same as Mayor's Designee, and for related purposes.

Motion to Approve, Moved by Cara Pucheu, **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

- 14** Resolution - approving Host Agency Agreements with Southern Mississippi Planning and Development District, authorizing the Mayor to execute said Agreement, and for related purposes.

Motion to Approve, 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

- 15** Resolution - approving Sponsorship Agreement between the City of Gulfport and Hancock Whitney Corporation relative to Santa's Village at the Gulfport Harbor Lights Winter Festival held annually at Jones Park in the City of Gulfport, 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, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 16** Resolution - approving Use Access License Agreement with the Gulfport Redevelopment Commission and Mississippi Coast Entertainment, LP, authorizing the Mayor to execute and deliver said agreement, 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

- 17** Resolution - approving Award to Quality Engineering Services, Inc., for Material Testing Services in Connection with the 20th Avenue Improvements Project, approving Contract between the City of Gulfport and Quality Engineering Services, Inc., for said work, authorizing the Mayor to execute the same on behalf of the City, and for related purposes.

Motion to Approve, Moved by Ron Roland, **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

- 18** Resolution - approving Change Order #2 to Contract with Gulf Breeze Landscaping, Inc., for the Pier Damages Repairs caused by Hurricane Nate Project, authorizing the Mayor to execute Change Order #2, and authorizing payment of Final Pay Application, and for related purposes.

Motion to Approve, Moved by Ron Roland, **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

- 19** Resolution - approving Change Order #3 to Contract with TCB Construction Company, LLC, for Sportsplex Expansion - Project B - Buildings, authorizing the Mayor to execute Change Order #3, authorizing payment of Pay Application #13, 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

- 20** 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.

Motion to Approve, 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, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 21** 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 – Duckworth Road Sewer Project", authorizing special checks to acquire the property interests stated herein, and for related purposes.

Motion to Approve, 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, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 22** Resolution - authorizing a donation of funds to the CASA of Harrison County, Inc., pursuant to Miss. Code Ann. §§ 21-19-65 and 21-17-1(8) (rev. 2015), and for related purposes.

Motion to Approve, 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, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 23** Resolution - authorizing a donation of funds to the Local Chapter of the American Red Cross pursuant to Miss. Code Ann. § 21-19-57 (2015), and for related purposes.

Motion to Approve, 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, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 24** Resolution - authorizing a donation of funds to the O'Keefe Educational Media D/B/A Disability Connection pursuant to Miss. Code Ann. §§ 21-19-65 and 21-17-1(8) (rev. 2015), and for related purposes.

Motion to Approve, 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, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 25** Resolution - authorizing a donation of funds to the Lynn Meadows Discovery Center, pursuant to Miss. Code Ann. § 21-17-1(8) (rev. 2015), and for related purposes.

Motion to Approve, 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, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 26** Resolution - authorizing donation of funds to the Gulfport Main Street Association, in accord with Miss. Code Ann. § 21-19-44.1, and for related purposes.

Motion to Approve, 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, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 27** Resolution - authorizing an expenditure (in the form of "comp" tickets) for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport at the 2018 Gulfport Harbor Lights Winter Festival, and for related purposes.

Motion to Approve, 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

- 28** Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport by serving as a Sponsor of the 2018 State Convention and Policy Institute of the Mississippi State Conference of the NAACP, and for related purposes.

Motion to Approve in the amount of \$2,000.00, 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, Cara Pucheu

- 29** Resolution - authorizing the Gulfport Police Department to participate in the 2018 Bulletproof Vest Program through the Department of Justice, Office of Justice Programs.

Motion to Approve, 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

- 30** Resolution - ratifying Budget Modification Signature Sheet concerning CDBG, Contract R-103-202-02-KCR, Modification No. 10.

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

- 31** Resolution - approving the temporary closure of municipal right of way for the 14th Street Block Party to be held on November 8 and December 6, 2018, and for related purposes.

Motion to Approve, Moved by Ron Roland, **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

- 32** Resolution - approving the temporary closure of municipal right of way for The Fishbone Alley Movie Series to be held on November 10 and December 8, 2018, 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

- 33** Resolution - approving temporary closure of municipal right of way for the MS Gulf Coast Marathon to be held on December 9, 2018, 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, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 34** Resolution - approving the retirement of Canine "Skip", a specific-purpose dog.

Motion to Approve, 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

- 35** Resolution - authorizing recognition of Friday, November 23, 2018, Monday, December 24, 2018, and Monday, December 31, 2018, as additional Municipal Holidays in further observance of the Thanksgiving, Christmas and New Year's holidays, as proclaimed by the Governor of the State of Mississippi, 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, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 36** Request - from Allen Hyundai for a temporary use permit for an auto sale to be located at Prime Outlets between November 14, 2018 through November 26, 2018.

Motion to Approve Request from Allen Hyundai for a temporary use permit for an auto sale to be located at Prime Outlets between November 14, 2018 through November 26, 2018, 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, Cara Pucheu

Budget Amendments / Docket of Claims

- 37** Budget Amendment 2018-58 - to amend Budget to Actual for FYE September 30, 2018.

Motion to Approve Budget Amendment 2018-58, 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

- 38** Budget Amendment #8 - to increase County/Local Shared as a result of restitution received on drug related cases.

Motion to Approve Budget Amendment #8, 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

- 39** Budget Amendment #9 - to increase Operating Supplies line item in the Police Narcotics Task Force Budget as a result of restitution payments received.

Motion to Approve Budget Amendment #9, 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

- 40** Budget Amendment #10 - to record Department of Justice Grant for Bulletproof Vest Program

Motion to Approve Budget Amendment #10, 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

- 41** Budget Amendment #11 - to obligate funds for the Sportsplex Expansion Project expenses.

Motion to Approve Budget Amendment #11, 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

- 42** Docket of Claims- to be approved through November 7, 2018.

Motion to Approve the Docket of Claims, in the amount of \$4,045,595.47, 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

Routine Agenda

Motion to Approve Routine Agenda as adjusted, 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

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

Approved on Routine Agenda

- 44** Ratification - of GRC Line of Credit Expenditures - to be made a part of the minutes.

Approved on Routine Agenda

- 45** Ratification - of acceptance of donated Easement from Chers Patio Gulfport Properties, LLC (Patio 44) - to be made a part of the minutes.

Approved on Routine Agenda

- 46** Year-to-Date Budget Report - for the Month of September, 2018 - to be made a part of the minutes.

Approved on Routine Agenda

- 47** Privilege License Report - for the months of August and September, 2018 - to be made a part of the minutes.

Approved on Routine Agenda

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

Approved on Routine Agenda

- 49** Request - a Change Fund (Petty Cash) for the 2018 Gulfport Harbor Lights Winter Festival.

Approved on Routine Agenda

- 50** Request - to extend the Renewable Term Contracts of Group C2A, Culvert & Ram Neck Piping, and Group J1, Water & Sewer Line Supplies, for Calendar Year 2019.

Approved on Routine Agenda

- 51** Letter - regarding bid awarded by Purchasing to A & A Trailer Sales LLC for an Enclosed Trailer - Police Department - to be made a part of the minutes.

Approved on Routine Agenda

- 52** Letter - regarding bid awarded by Purchasing to Chancellor Supply Inc. for Street Light Accessories - Public Works/Traffic - to be made a part of the minutes.

Approved on Routine Agenda

- 53** Letter -regarding bid awarded by Purchasing to Fleet Safety Equipment for Window Panels and Bumper - Police Department - to be made a part of the minutes.

Approved on Routine Agenda

- 54** Letter - regarding bid awarded by Purchasing to Fleet Safety Equipment for Light Bars- Police Department - to be made part of the minutes.

Approved on Routine Agenda

- 55** Letter - regarding bid awarded by Purchasing to IT SAVVY for computer supplies - IT Department - to be made a part of the minutes.

Approved on Routine Agenda

- 56** Conveyance Deed - regarding transfer of ownership of space in Pineridge Gardens Cemetery.

Approved on Routine Agenda

- 57** Legal Notice - advertisement for bids for Audio/Video Recording System for Gulfport Police Department.

Approved on Routine Agenda

- 58** Legal Notice - advertisement for bids for Term Contracts

Approved on Routine Agenda

- 59** Legal Notice - advertisement for bids for Gaston Point Gym AC Replacement.

Approved on Routine Agenda

Public Agenda

The President called for comments during the Public Agenda.

The following citizen(s) addressed the Council:

- Coach Ricky Toles - Gaston Point Community

This concluded the Public Agenda.

Council Comments

Memorial Adjournment

- Mr. Steve Brown
- Mr. Michael R. Barkum, Sr.
- Ms. Maya Sandifer
- Mr. Clyde Vincent Groves
- Mrs. Carolyn Woods-Sampson
- Ms. Lady Dell Mechatto Martin
- Mr. Hollinger Morton

Executive Session

General Counsel advised that there was a need to enter Executive Session to discuss property acquisition of rubbish site off of Canal Road related to the ESA, possible right of way vacation around the Markham Hotel Development and a final update on the Dedeaux Utilities settlement. Upon hearing from Counsel, Motion to enter Executive Session at 2:38 P.M., 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

The Council entered Executive Session at 2:44 P.M. In attendance: Members of the Council: Kenneth Casey, Ron Roland (in at 2:45 P.M.), Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, and Cara Pucheu, CAO Dr. John Kelly, General Counsel Hugh Keating, Assistant City Attorney Margaret Murdock, Clerk of Council Brittany Rodgers and Deputy Clerk of Council Cheryl Johnson.

Motion to exit Executive Session at 3:00 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, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

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

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

Motion to authorize the issuance of Special Checks to facilitate the purchase of 37.9 acres located on Canal Road (Tax Parcel No. 0710L-01-001.000) from A & B Investments, LLC., 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, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Motion to authorize the City, by and through the Legal Department, to agree to the limited Right of Way vacation to be sought by the property owner/developers of the Hyatt Place at the Markham and shown on a survey considered by the City Council for purposes of guest unloading (single lane width located in existing parking spaces) and an outdoor dining area (generally located in existing sidewalk area) and to authorize the City to accept from the aforementioned property owner an easement for sidewalks (for public use and perpetual maintenance thereof), 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

Motion to authorize issuance of checks from the Water and Sewer Fund as previously approved by the City Council in the FY 2019 Budget to Dedeaux Utility Company, Inc. in the amount of \$225,000 representing interest and issuance of a special check from this same Fund and as so previously approved to Dedeaux Utility Company, Inc. in the amount of \$775,000 representing value to be delivered to Dedeaux Utility Company, Inc. in accordance with the full resolution and settlement of the City's eminent domain proceedings against Dedeaux Utility Company, Inc. (Cause No. 96-01102 in the Special Court of Eminent Domain for Harrison County, First Judicial District, Mississippi) and as final payments associated with this full and final resolution and settlement, Moved By Myles Sharp, 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

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. Steve Brown, Mr. Michael R. Barkum, Sr., Ms. Maya Sandifer, Mr. Clyde Vincent Groves, Ms. Lady Dell Mechatto Martin, Mrs. Carolyn Woods-Sampson and Mr. Hollinger Morton until November 20, 2018 at 1:30 P.M. for a Regular Council Meeting, Moved by 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, Cara Pucheu

City Clerk

Mayor

Agenda Adjustments

59 Legal Notice - advertisement for bids for Gaston Point Gym AC Replacement.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Nellie Henry, Urban Development Clerk
Code Enforcement

Date: 11/07/2018

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: November 7, 2018

Re: Resolutions to declare property in a state of
uncleanliness and a menace to the public health and
safety of the community and to authorize lot clean-
up and/or demolitions, and for the authority to
advertise for bids to be presented to the City
Council on the 20th day of November, 2018.

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

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

The attached items have been routed through the following
departments:

Approve

Disapprove

Dept. of Urban Development

✕

The items have been reviewed and approved by:

_____ Director of Urban Development

_____ CAO or Mayor _____

Memorandum - City of Gulfport

Department of Urban Development

Date: November 7, 2018

To: Mayor Billy Hewes
City Council Members

From: Code Enforcement

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

WARD 1

- Parcel 1: 0711K-03-034.000. Lots 27-29 Inc., Blk. 3, Ridgewood - 1207 Joseph Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Wentzell)
- Parcel 2: 0711K-01-015.000. Lots 19-22, Blk. 9, Gaston Point Add. - 1403 Woodward Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Clemons)
- Parcel 3: 0711K-02-011.000. Lots 8, 9 & N 1/2 of Lot 10, Blk. 7, Gaston Point Add. - 1319 Woodward Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Simpson)
- Parcel 4: 0711K-02-017.000. Todd Alley. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Simpson)
- Parcel 5: 0711J-02-018.000. Lots 4-5, Blk. 2, West Side Add. - 1121 43rd Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (HL & C - Harrison LLC)
- Parcel 6: 0711H-05-032.000. Lot 5, Blk. 11, Southmoor Heights Resurvey - 3916 18th Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Blanco)
- Parcel 7: 0711H-05-017.000. Lot 29-30 & N 16 2/3 Ft. of Lot 28, Blk. 11, Woodlawn - 1917 39th Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Hooker)

WARD 2

- Parcel 8: 0711P-03-039.000. Lot 4, Less S 200 Ft., Blk. 3-4, 115 x 60 Ft. New Beach Add. - 540 42nd Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Cornwell)
- Parcel 9: 0711O-04-051.000. Lot 13, Anderson & Stewart Add. - 802 Mills Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Denman & Graison)
- Parcel 10: 0811L-04-132.000. Lot 4-8 Inc., Blk. 193, Original Gulfport - 1215 30th Avenue. Restore surface to code. (WUA 30th Avenue LLC)
- Parcel 11: 1010M-03-019.000. 221 Milray Lane. Remove all trash and debris from site. Repair or remove inoperable vehicle(s), all vehicles must have current tags. Remove all clutter and debris. (Almy)
- Parcel 12: 1010K-01-001.010. Lot 3, Southern Oaks Gulfport Subd. - Southern Oaks Circle. Cut and clean grounds and remove all trash and miscellaneous debris from site. (State of Miss 5/24/2018)
- Parcel 13: 1011C-01-003.000. 1536 Beach Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Kash)

WARD 3

- Parcel 14: 0710H-03-012.000. Lot 12, Rolling Meadows Unit 1 - 3613 Meadowlark Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Harris)

- Parcel 15: 0810N-03-049.000. Lot 19-24, Blk. 22, Standard Land – 2210 28th Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Pattersons' Rental Complex LLC)
- Parcel 16: 0811F-01-064.000. W 80 Ft. of Lots 21-24 Inc., Blk. 80, Original Gulfport – 2111 22nd Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. Remove all tires. (Williams)
- Parcel 17: 0911D-03-032.001. Lots 26-32, Blk. 10, Hewes Add. – 2213 Hewes Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. Repair or remove inoperable vehicle(s). (Contracting 24-7 LLC)

WARD 4

- Parcel 18: 0910N-03-051.000. Lots 4-5, Blk. 26, East Magnolia Grove – 206 28th Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (York)
- Parcel 19: 1010E-03-008.029. Lot 30, Clinton Cove Subd. – Nancy Place. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Caple Et Al)

WARD 5

- Parcel 20: 0908M-01-017.058. Lot 294, Forest North Subd. Ph. 6 – 13355 Warren Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Oberlies Jr.)
- Parcel 21: 0908M-01-017.044. Lot 280, Forest North Subd. Ph 6 – 11139 Dede Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. Repair or remove damaged fence. (Oberlies Sr & Jr)
- Parcel 22: 0908N-05-001.037. Lot 35, Forest North Subd. Ph. 1 – 10618 Sharp Blvd. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Lagniappe Prop of Ms)

WARD 6

- Parcel 23: 0908E-01-001.035. Lot 208, Windsong Subd. Ph. 5 Replat of Lots 206-210, – 13409 Locust Hill Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Trahan)
- Parcel 24: 0908K-01-003.001. West Birch Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Merkord & Ass)
- Parcel 25: 0908N-02-052.000. Lot 61, Loren D Heights Phase 1 - 2504 Woolmarket Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Claxton)
- Parcel 26: 0908I-01-003.000. 12124 Dedeaux Road. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Marshall)
- Parcel 27: 1008K-02-099.000. Lots 1-2, Blk. 7 & W 25 Ft. of Dedicated St Oakleigh Manor Unit 1 Revised – 11127 Sweetgum Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Davis)

WARD 7

- Parcel 28: 0807M-01-018.000. 13252 Highway 19. Board up and secure all openings. Cut and clean grounds and remove all trash and miscellaneous debris from site. (O'neal)
- Parcel 29: 0808E-02-030.028. Lot 25, Northwood business Park In NW 1/4 of 1/4 - Ashley Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Poirrier)

There came on for consideration at a meeting of the Mayor and members of the Council of the City of Gulfport, Mississippi, held on the 20th day of November, 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: 0711K-03-034.000. Lots 27-29 Inc., Blk. 3, Ridgewood - 1207 Joseph Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Wentzell)
- Parcel 2: 0711K-01-015.000. Lots 19-22, Blk. 9, Gaston Point Add. – 1403 Woodward Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Clemons)
- Parcel 3: 0711K-02-011.000. Lots 8, 9 & N 1/2 of Lot 10, Blk. 7, Gaston Point Add. – 1319 Woodward Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Simpson)
- Parcel 4: 0711K-02-017.000. Todd Alley. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Simpson)
- Parcel 5: 0711J-02-018.000. Lots 4-5, Blk. 2, West Side Add. – 1121 43rd Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (HL & C – Harrison LLC)
- Parcel 6: 0711H-05-032.000. Lot 5, Blk. 11, Southmoor Heights Resurvey – 3916 18th Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Blanco)
- Parcel 7: 0711H-05-017.000. Lot 29-30 & N 16 2/3 Ft. of Lot 28, Blk. 11, Woodlawn - 1917 39th Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Hooker)
- Parcel 8: 0711P-03-039.000. Lot 4, Less S 200 Ft., Blk. 3-4, 115 x 60 Ft. New

- Beach Add. – 540 42nd Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Cornwell)
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- Parcel 13: 1011C-01-003.000. 1536 Beach Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Kash)
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- Parcel 15: 0810N-03-049.000. Lot 19-24, Blk. 22, Standard Land – 2210 28th Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Pattersons' Remtal Complex LLC)
- Parcel 16: 0811F-01-064.000. W 80 Ft. of Lots 21-24 Inc., Blk. 80, Original Gulfport – 2111 22nd Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. Remove all tires. (Williams)
- Parcel 17: 0911D-03-032.001. Lots 26-32, Blk. 10, Hewes Add. – 2213 Hewes Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. Repair or remove inoperable vehicle(s). (Contracting 24-7 LLC)
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- Parcel 23: 0908E-01-001.035. Lot 208, Windsong Subd. Ph. 5 Replat of Lots 206-210, – 13409 Locust Hill Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Trahan)
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- Parcel 25: 0908N-02-052.000. Lot 61, Loren D Heights Phase 1 - 2504 Woolmarket Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Claxton)
- Parcel 26: 0908I-01-003.000. 12124 Dedeaux Road. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Marshall)
- Parcel 27: 1008K-02-099.000. Lots 1-2, Blk. 7 & W 25 Ft. of Dedicated St Oakleigh Manor Unit 1 Revised – 11127 Sweetgum Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Davis)
- Parcel 28: 0807M-01-018.000. 13252 Highway 19. Board up and secure all openings. Cut and clean grounds and remove all trash and

Parcel 29: miscellaneous debris from site. (O'neal)
0808E-02-030.028. Lot 25, Northwood business Park In NW 1/4 of
1/4 - Ashley Drive. Cut and clean grounds and remove all trash and
miscellaneous debris from site. (Poirrier)

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

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

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

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

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

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

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

YEAS:

NAYS:

ABSENT:

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT OF THE COUNCIL

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

APPROVED:

MAYOR

MEMORANDUM

To: City of Gulfport Zoning Board of Adjustment and Appeals

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: November 20, 2018

Re: Variance Approval - Appeal - accessory structure size and setback variances at 2233 30th St, Zoned R-2: located north of 29th Street, south of and adjacent to 30th Street, east of 23rd Avenue, and west of 22nd Ave - Case # 1809ZB100 - Ward 3.

John Hans III, property owner, requests 2 variances: 1) a variance of 3 feet to allow a 5-foot setback where 8 feet are required; and 2) a variance of 2,690 square feet to allow a accessory building to increase in area to 3,290 square feet where 600 square feet is the maximum allowed at 2233 30th Street on the tax parcel 0810N-03-025.000 zoned R-2 (Single-family): located north of 29th Street, south of and adjacent to 30th Street, east of 23rd Avenue, and west of 22nd Ave, in Ward 3.

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: October 30, 2018

Re: **Variance 1809ZB100:** John Hans III, property owner, requests 2 variances: 1) a variance of 3 feet to allow a 5-foot setback where 8 feet are required; and 2) a variance of 2,690 square feet to allow an accessory building to increase in area to 3,290 square feet where 600 square feet is the maximum allowed at 2233 30th Street on the tax parcel 0810N-03-025.000 zoned R-2 (Single-family): located north of 29th Street, south of and adjacent to 30th Street, east of 23rd Avenue, and west of 22nd Ave, in Ward 3.

Planning Commission recommendation: To approve applicant request.

Motion: Mr. Boddie

Second: Mr. Palermo

Lee Palermo	– Chairman – Yea
Leslie North	– Yea
Mary Ann Wiginton	– Yea
Michael Daniels	– Absent
Robert Pharr	– Absent
Jonathan Marshall	– Absent
Nathan Boddie	– Yea

Action: Motion was carried unanimously

Speaking for the Petition:

1. John Hans
2. Phil Shaw

Speaking against the Petition:

1. Jeannie Burnam, Representing Steven Ray Phillips

On September 20, 2018, the Planning Commission recommended approval of the above referenced case.

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



To: The Mayor, and City Council

Date: October 5, 2018

Re: Appeal against Variance 1809ZB100 filed with The Urban Development Planning Division

I Steven Ray Phillips, who lives at 2231 30th Street, Gulfport, Mississippi 39501, Adjacent to, Mr. John Hans III, 2233 30th Street, on Tax, Parcel 0810N - 03 - 025000 Zoned R - 2 (Single Family), located North of 29th Street, South of, and Adjacent to 30th Street, East of 23rd Avenue, and West of 22nd Avenue, in Ward 3, I am aggrieved by the decision of the Zoning Board of Adjustment and Appeals decision to allow the two variances for Mr. John Hans, III.

He has already exceeded the square footage allowed for a storage building back in 1996. The original storage building when he purchased the property was probably around 200 or 300 feet and the City of Gulfport allowed him to go to 2690 as there were no restrictions in place at the time. He tried to run a business out of the building at that time not just a hobby as he says. I Steven R. Phillips, came before the City Council with grieves about the noise of engines being revved up and lots of traffic, plus running a commercial business in a R2 zone. You can check your records or go back to WLOX as they interviewed me on WLOX for the matter.

When Mr. John Hans III, was told to stop running a business out of this storage building he moved around the corner to a much larger building where he now operates, Busted Wrench Garage and an Antique Car Museum and Gift Shop. This garage is located at 2311 29th street, Gulfport, Mississippi.

I appreciate that the City council voted to change the code to 600 square foot for an out building in less than an acre of land, so you can see why I was shocked that the zoning board is allowing him to break the law of the code. I, Steven Phillips had a representative go to the board meeting and oppose the variance with a definite, **NO**. At the time it did not look like the motion would pass as it did not have a **second**, but the chairperson stated that if no one else would second it, he would. How could the Zoning Board allow a variance for a storage building which is already 2690 to go to 3290 square feet? This is the size of commercial buildings not an out building for residential houses.

I thought that code enforcement was to protect the citizens by enforcing the law and not to just allow a variance because a person says he is getting older and is wanting to size down his hobby. He said he needed more space to store his cars as he cannot give them up. That is not enough reason for the Zoning Board to allow a variance. Storing his cars, motorcycles, tools, and no telling what else in a R2 single family area storage building is wrong. By the way he does not even live on this property. John Hans III rents the house that is on the back of property that he is asking for the two variances. He lives in much nicer neighborhood and does not want to make his own home be subjected to lower property values due to a large storage building. This storage building is and has lowered our property values.

RECEIVED
10/5/18 CC

Mr. John Hans III is stretching the limits on this property as there is no room to extend without going outside the code limits as it looks as if there is really not 8 ft. on each side as code states. Code also states it is not to be over built past 45 % and this lot seems very over built for the neighborhood. The building is also already past the front of the other homes, which is also an item in code. Pictures of the building will be provided in an attachment.

Thank you for your assistance with hearing the facts and protecting our R2 zoning by correcting the zoning boards decision to allow these two variances.

Respectfully

Steven Ray Phillips

Attachments:

- Petition with signatures
- Previous Letter to Zoning Board
- Pictures of building and neighborhood

Contact Info:

JEANNIE BURNAM
1407 E. 2nd St.
Pass Christian, MS 39571
Cell 214-535-9988
Hm 228-452-4535

Steven Phillips
Cell 228-380-2477

RECEIVED
10/5/18 CC

PETITION

Attachment #1

I Steven Ray Phillips, and my Neighbors Appeal and Disagree with the zoning board's decision to allow the two variance to increase the size of his storage building which is already too big for our **Zoned R - 2 of a (Single Family)**, or for Mr. Hans to use as a business as he did back in 1996 thru 2002. We use our Fifteen Calendar Days of Appeal time notice to bring our concerns before the Mayor. City Council, and this Honorable Urban Development-Planning Division, and Zoning Board of Adjustment and Appeals.

Neighbor Signatures who agree to our request:

Print Name HOWELL PERKINS 2226 30TH

Signature Howell Perkins

Print Name DARIUS JOHNSON 2235 30TH ST.
CAPT. MS 39501

Signature Darius Johnson

Print Name _____

Signature _____

Print Name _____

Signature _____

Print Name _____

Signature _____

Print Name _____

Signature _____

Technical Report

VARIANCE

GENERAL INFORMATION

Case File Number: 1809ZB100

Hearing Date: September 20, 2018

Current Zoning/Use: R-2 / Single-family residence

Legal: John Hans III, property owner, requests 2 variances: 1) a variance of 3 feet to allow a 5-foot setback where 8 feet are required; and 2) a variance of 2,690 square feet to allow an accessory building to increase in area to 3,290 square feet where 600 square feet is the maximum allowed at 2233 30th Street on the tax parcel 0810N-03-025.000 zoned R-2 (Single-family): located north of 29th Street, south of and adjacent to 30th Street, east of 23rd Avenue, and west of 22nd Ave, in Ward 3.

TECHNICAL DETAILS

Variances involve special cases where unique factors contribute to justify a use of property that does not conform to the City's enforced ordinances. Therefore, variances should not be granted unless they are able to adequately meet the following conditions:

- (a) That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;
- (b) The special conditions and circumstances do not result from the actions of the applicant;
- (c) That an unnecessary hardship is created by the physical character of the property and is peculiar and unusual to such an extent that it is evidence that amendment of the zoning ordinance does not offer a reasonable solution;
- (d) That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by properties in the same district under the terms of this ordinance;
- (e) That the granting of the variance will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures, or buildings in the same district, other than to permit the applicant to use their property in a manner as nearly equivalent to uses generally permitted in the district considering the conditions and circumstances involved and the hardship;
- (f) That the use proposed is permissible by right or with planning approval or by special exception.

(Ord. App. A Sec. VIII (B)(2)(c)(1))

Technical Report

VARIANCE

The applicant requests 2 variances: a variance to exceed the maximum area allowed for an accessory structure; and a setback variance to allow a 5-foot side setback where 8 feet are required. Ordinance 2947 was adopted to add additional regulations to the accessory buildings. Further, the 5-foot setback variance is needed to correct the existing nonconforming structure along with the addition. The existing garage on this site fronts 30th Street whereas the smaller home is accessed via the alley in the back.

- (a) The applicant notes that the additional area to be added to the existing garage will not exceed the maximum allowed site coverage. The existing garage is already larger than the 600 square foot maximum allowed for an accessory building on a lot smaller than 1 acre. It exists as 2,800 square feet or 4.7 times the maximum size allowed. The increase of 490 square feet further exacerbates the nonconformity. Additionally, this increase would push the parcel to the limit of 45% building site coverage as limited by ordinance.
- (b) The applicant cites that the variance for the accessory building area would not be needed under the rules prior to the passing of Ordinance 2947 as the addition to the garage would be permitted. While the ordinance change does limit the project, the ordinance was passed for this purpose.
- (c) These variances are requested in order to allow the applicant to exceed the allowable square footage for an accessory structure as well as allow the structure to encroach on the side setback. An ordinance change would likely make more sense as this is the largest accessory building on the block.
- (d) The applicant again mentions that the additional area for the planned addition to the garage will not exceed the maximum lot coverage allowance. By contrast, the new accessory building regulations were intended to make accessory structures subordinate to the primary buildings.
- (e) The existing garage is already larger than the maximum square footage allowed under the regulations set forth in Ordinance 2947. Under the old ordinance the accessory building would only be limited by property size. The new regulations were passed to regulate size and aesthetics of accessory structures.
- (f) This property is zoned R-2, and a single-family house and accessory structure are allowed by right with permits and regulatory requirements.

Any approval should consider these conditions:

1. All new construction shall comply with all building codes and city ordinances. Rated wall and non-combustible materials shall be used as required by code

DEPARTMENTAL CONDITIONS

Engineering: No conditions. Memo dated 6 September 2018.

Public Works: No conditions. Memo dated 6 September 2018.

Traffic and Safety: No conditions. Memo dated 6 September 2018.

17.1.2

Technical Report

VARIANCE

Building Code Services: Conditions. All new construction shall comply with all building codes and city ordinances. Rated wall and non-combustible materials shall be used as required by code. 12 September 2018.

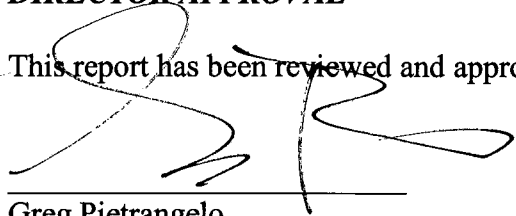
GIS: No conditions. Memo dated 12 September 2018.

Police Department: No conditions. Memo dated 12 September 2018.

Fire Department: No conditions. Memo dated 12 September 2018.

DIRECTOR APPROVAL

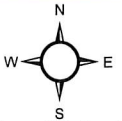
This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department



- Accessory Building
- Primary Building
- Site
- Minor/Residential
- WaterFeatures
- Parcels



1 inch = 50 feet

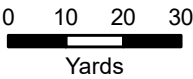
DATA DISCLAIMER:
 All information that is provided on this map is believed to be correct. However, no liability is assumed by the City of Gulfport for errors in substance or form of any of the materials published on this map. The GIS Division, City of Gulfport, provides the information represented on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



Legend

- Site
- Street
- Parcels
- Buildings
- Zoning

Site Information
0810N-03-025.000
Zoning: R-2 (Single-family residence)
Size: 9,500 square feet
Flood: X



1 inch = 100 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.

\$75.00



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

APPLICATION FOR VARIANCE

Property Information

TAX PARCEL #

0	8	1	0	N

 -

0	3

 -

0	2	5

 •

0	0	0

For Staff Use Only
Case File #: 1809ZB100
Date Received: 8/7/18
Receipt #: 9120723
Received By: MUB
Zoning: _____
Ward: _____ Flood: _____
Size: _____

(If necessary, use separate sheet of paper)

Address of Property Involved: 2233 30th Street, Gulfport, MS

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

General Location: _____

GENERAL DESCRIPTION OF REQUEST:

A variance to add 35' x 14' addition to the rear of 2233 30th Street

AND ASKING FOR A VARIANCE OF 3' FOR A S' WESTSIDE
PROPERTY LINE WHERE 8' IS REQUIRED

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

John HANS III
Printed Name Of Owner

Printed Name Of Agent

John HANS III
Mailing Address

Mailing Address

City State Zip code
Gulf Port MS 39507

City State Zip code

Home Phone Work/Cell Phone
228-617-6660

Home Phone Work/Cell Phone

Email
Johnhans1@ATT.NET

Email

Signature Of Owner

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.

2236 30th St

Gulfport, Mississippi
[View on Google Maps](#)

You are using a browser that is not supported by the Google Maps JavaScript API. Consider changing your browser. [Learn more](#) [Dismiss](#)

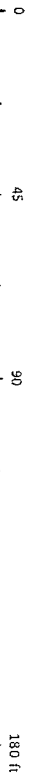




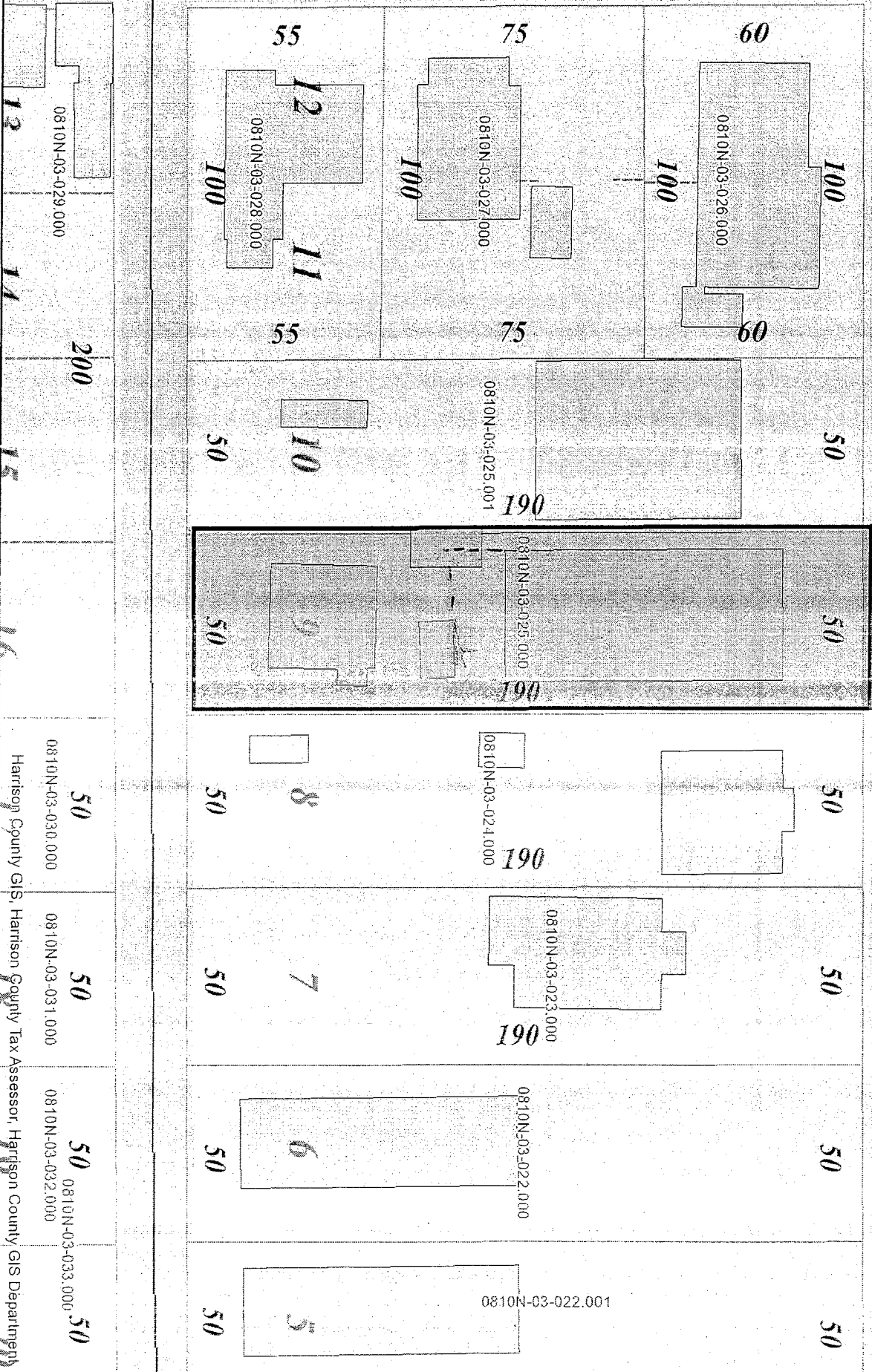
Date: 7/20/2018

Time: 9:08:16 AM

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



1 inch = 47 feet



Parcel 9,500s.f.

Maximum Coverage 45% 4275s.f.

$$35 \times 80 = 28.00$$

$$35 \times 25 = 875$$

$$= 3675$$

Proposed 490

$$4,165 \leq 4275\text{s.f.}$$

August 7, 2018

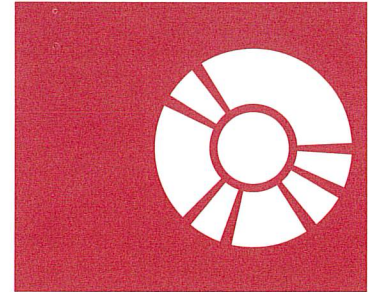
City of Gulfport
Urban Development – Planning Division
1410 24th Avenue, Room 206
Gulfport, MS 39501

Ref: Addition to Rear of 2233 30th Street
Gulfport, MS

Gentlemen:

Regarding the above referenced project submission requirements.

1. The existing garage presently exceeds the 600 sq ft lot size available according to the current ordinance. This proposed addition would add an additional 490 sq ft. with the existing 35 x 80 building and the existing 35 x 25 residence and the requested 490 sq ft. The project will still be under 45% maximum lot coverage by approximately 100 sq ft.
2. Under the previous ordinance the addition would have been within the boundaries of that ordinance. The current ordinance adopted slightly a month ago now exceeds the allowable area.
3. We feel that this small addition would fit within the existing neighborhood, which the building has been in for many years.
4. This is an existing building, the garage and existing residence and the additional area is within the parameter of the neighborhood and maximum coverage allowed by the zoning ordinance.
5. Mr. Hans receives no special benefit that he had not had with the old zoning ordinance. The building already if constructed today would be allowed.



S H A W
DESIGN GROUP P.A.
ARCHITECTURE+INTERIOR DESIGN

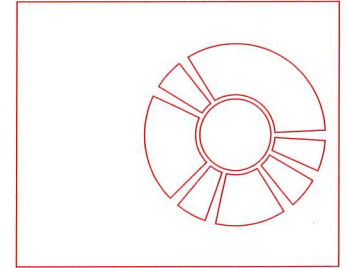
C O N S U L T A N T S
FOR
THE
C O N S T R U C T E D
E N V I R O N M E N T
S I N C E 1 9 0 6

P . O . B O X 1 1 4 7
GULFPORT, MISSISSIPPI 39502

2 4 0 4 2 4 T H A V E N U E
P H O N E : (2 2 8) 8 6 4 - 1 2 0 2
F A X : (2 2 8) 8 6 4 - 2 4 3 9

City of Gulfport – Urban Development – Planning Division
August 7, 2018

Page 2



Should you have any questions, please do not hesitate to contact our office.

Sincerely,

SHAW DESIGN GROUP, P.A.

A handwritten signature in blue ink, which appears to read "Philip W. Shaw", is written over the printed name.

Philip W. Shaw
Architect

PWS/ayr

2706/2.05



URBAN DEVELOPMENT
PLANNING DIVISION

August 30, 2018

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

John Hans III (Owner)
2233 30th St
Gulfport, MS 39507

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

RE: Variance 1809ZB100: John Hans III, property owner, requests 2 variances: 1) a variance of 3 feet to allow a 5-foot setback where 8 feet are required; and 2) a variance of 2,690 square feet to allow an accessory building to increase in area to 3,290 square feet where 600 square feet is the maximum allowed at 2233 30th Street on the tax parcel 0810N-03-025.000 zoned R-2 (Single-family): located north of 29th Street, south of and adjacent to 30th Street, east of 23rd Avenue, and west of 22nd Ave, 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 Zoning Board of Adjustments and Appeals will hold a public hearing to consider the above application at 3:00 P.M. on **Thursday, September 20, 2018**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

As applicant, you and/or your agent are required to be present at the scheduled hearing. If you are unable to attend the hearing, contact the Planning Division to request a deferral until the next scheduled hearing. Failure to appear at the next hearing could result in denial of your request.

It is the option of an adjacent property owner 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 and subsequent decision letter, after the public hearing, will be available for public review at the office of the Department of Urban Development – Planning Division located at 1410 24th Ave in the Hardy building. You may also contact this office for details relating to this matter. 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 decision of the Zoning Board of Adjustments and Appeals may confirm by filing a written notice of appeal on or before fifteen (15) calendar days from the date of the Zoning Board of Adjustments and Appeals hearing. The notice of appeal and reasons for objecting to the decision should be stated in writing and filed with the Department of Urban Development-Planning Division. This notice of appeal shall be forwarded as part of the record with the record and decision from the Planning Commission to the Mayor and City Council. The City Council shall make a final decision based upon the record as submitted. No new evidence may be presented at the meeting. A filing fee for an appeal will apply. Please contact the above listed office for further details on the appeal process.

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

Sincerely,
City of Gulfport Planning Division

PPIN	Parcel ID	Name	Address	City	State	ZIP
87659	0810N-03-025.000	HANS JOHN C III (Owner)	2233 30TH ST	GULFPORT	MS	39507
Adjacent Property Owners						
34992	0810N-03-011.000	MICHUA AUSENCIO	3000-23RD AVE	GULFPORT	MS	39501
34993	0810N-03-012.000	TRAVIS ELON CARNELL	14712 COOK RD	BILOXI	MS	39532
34994	0810N-03-010.000	HAYDEL MARGARET A	801 41ST AVE	GULFPORT	MS	39501
34995	0810N-03-009.000	BROWN PHILIP M	3012 23RD AVE	GULFPORT	MS	39501
34996	0810N-03-013.000	COLEMAN BETTY A	9146 LOBUOY RD	PASS CHRISTIAN	MS	39571
34997	0810N-03-014.000	PERKINS TAMMY	2226 30TH ST	GULFPORT	MS	39501
34998	0810N-03-015.000	DEEP PORTAGE HOLDINGS LLC	2106 128TH AVE NW	COON RAPIDS	MN	55448
35043	0810N-04-022.000	HALFKENNY LINDA	2915 23RD AVE	GULFPORT	MS	39501
35065	0810N-04-046.000	WILLIAMS MARY	2310 29TH STREET	GULFPORT	MS	39501
35072	0810N-03-022.000	TOLAR TERRY & JANET EILERMANN	2620 RUE PALAFOX	BILOXI	MS	39531
35073	0810N-03-023.000	TOMOHAWK PROPERTIES LLC	7247 LIVE OAK WAY	PASS CHRISTIAN	MS	39571
35074	0810N-03-024.000	PHILLIPS STEVEN R	2231 30TH ST	GULFPORT	MS	39501
35077	0810N-03-028.000	TRUE VISION CENTER OF HOPE INC	2727 22ND AVE	GULFPORT	MS	39501
35078	0810N-03-027.000	WAHEED ALFONSO	2204 33RD ST	GULFPORT	MS	39501
35079	0810N-03-026.000	WILSON BETTY J	2237 30TH ST	GULFPORT	MS	39501
35080	0810N-03-029.000	WILLIAMS WILLIE	2310 29TH STREET	GULFPORT	MS	39501
35081	0810N-03-030.000	WILLIAMS WILLIE H	2310 29TH ST	GULFPORT	MS	39501
35082	0810N-03-031.000	AMERSON RUBY H	2222 29TH ST	GULFPORT	MS	39501
35083	0810N-03-032.000	MILLER JOSEPH & LATANYA	18129 AUTRY DR	GULFPORT	MS	39503
35084	0810N-03-033.000	CHAMBERLAIN EDWARD E	2216 29TH STREET	GULFPORT	MS	39501
87655	0810N-03-016.000	ATWOOD PROPERTIES LLC	13727 CHASE MEADOW WAY	GULFPORT	MS	39507
109409	0810N-03-025.001	JOHNSON DARIUS	2235 30TH ST	GULFPORT	MS	39501
129256	0810N-03-022.001	DEEP PORTAGE HOLDINGS LLC	2106 128TH AVE NW	COON RAPIDS	MN	55448
132271	0810N-03-015.001	NOBLE MICHAEL T	19024 FIELDSTONE CT	SALINAS	CA	93908
138024	0810N-04-022.001	HALFKENNY LINDA	2915 23RD AVE	GULFPORT	MS	39501

Ad Order Information

Ad Number	Ad Type	Production Method	Production Notes
0003834880-01	BLX-Legal Liner	AdBooker	

External Ad Number	Ad Attributes	Ad Released	Pick Up
		No	

Ad Size	Color
1 X 64 li	

Product	Placement	Times Run	Schedule Cost
BLX- SunHerald	0300 - Legals Classified	1	\$0.00

Run Schedule Invoice Text	Position
LEGAL NOTICE PUBLIC HEARING In conforman	0301 - Legals & Public Notices

Run Dates
09/05/2018

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 Zoning Board of Adjustment and Appeals will hold a public hearing in the City of Gulfport, Mississippi at 3:00 P.M., Thursday, September 20, 2018 in the Council Chambers of the Gulfport City Hall located at 2309 15 th 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 24 th Avenue.

Variance 1809ZB099:

Timothy and Jenee Daigle, property owners, request 2 variances: 1) variance of 4 feet for an 18- foot tall accessory building where 14 feet is the tallest allowed; 2) variance of 2,000 square feet for a 3,000-square-foot accessory building where 1,000 square feet is the maximum area allowed at 15361 South Swan Road on the tax parcel 0807E-01-001.000 zoned R-1-15 (Single-family); located north of Duckworth Road, south of and adjacent to South Swan Road, east of Highway 49, and west of South Country Wood Drive, in Ward 7.

Variance 1809ZB100:

John Hans III, property owner, requests 2 variances: 1) variance of 3 feet to allow a 5-foot setback where 8 feet are required; and 2) variance of 2,690 square feet to allow a nonconforming accessory building to increase in area to 3,290 square feet where 600 square feet is the maximum allowed at 2233 30th Street on the tax parcel 0810N-03-025.000 zoned R-2 (Single-family); located north of 29th Street, south of and adjacent to 30th Street, east of 23rd Avenue, and west of 22nd Ave, in Ward 3.

Variance 1809ZB101:

Michael and Angela Callecod, property owners, request a variance of 264 square feet to allow a 864 square foot accessory building where 600 feet is the maximum allowed at 1417 2nd Street on the tax parcel 0811H-04-045.000 zoned R-1.7.5 (Single-family); located north of East Beach Boulevard, south of and adjacent to 2nd Street, east of Thornton Avenue, and west of Hill Place, in Ward 2.

This the 29th day of July 2018
A. Lee Palermo, Chairman
City of Gulfport Zoning Board of Adjustment and Appeals



**URBAN
DEVELOPMENT
PLANNING DIVISION**

October 23, 2018
Certified Mail
Return Receipt Requested

John Hans III (Owner)
1520 Hewes Ave
Gulfport, MS 39507

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

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

RE: Variance 1809ZB100: John Hans III, property owner, requests 2 variances: 1) a variance of 3 feet to allow a 5-foot setback where 8 feet are required; and 2) a variance of 2,690 square feet to allow an accessory building to increase in area to 3,290 square feet where 600 square feet is the maximum allowed at 2233 30th Street on the tax parcel 0810N-03-025.000 zoned R-2 (Single-family): located north of 29th Street, south of and adjacent to 30th Street, east of 23rd Avenue, and west of 22nd Ave, in Ward 3.

To Whom It May Concern:

On **Thursday, September 20, 2018**, the Zoning Board of Adjustments and Appeals **approved** the above request. A person speaking against the petition has filed an Appeal from that decision.

The Gulfport City Council will consider the above referenced Appeal at its next regularly scheduled hearing on **Tuesday, November 20, 2018, at 1:30 P.M.** This hearing will be held in the City Hall Council Chambers located at 2309 15th Street.

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

Sincerely,
City of Gulfport Planning Division

1. CITY OF GULFPORT
ZONING BOARD OF ADJUSTMENT AND APPEALS

2

3 1809ZB100

4

5 TRANSCRIPT OF HEARING

6 September 20, 2018

7

8 TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF
GULFPORT

9 ZONING BOARD OF ADJUSTMENT AND APPEALS HELD IN THE
CITY

10 COUNCIL CHAMBERS, GULFPORT, MISSISSIPPI, ON THE 20TH
DAY OF

11 SEPTEMBER 2018 COMMENCING AT 3:00 P.M. AND REPORTED
BY

12 NORMA JEAN LADNER SOROE, CERTIFIED SHORTHAND
REPORTER.

13

14

COMMISSION MEMBERS PRESENT:

15

LEE PALERMO, President

16

LESLIE NORTH

17

MARY ANN WIGINTON

18

NATHAN BODDIE

19

MICHAEL DANIELS (not present)

20

STAFF PRESENT:

21

GREG PIETRANGELO

22

GREG HOLMES

22 CORY LONG
MATILDA WELCH

23

24

25

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

1. 6. Variance 1809ZB100
2. MR. LONG: Variance 1809ZB100 has been duly
3. and timely noticed as requested by law. The applicant
4. requests two variances, one a variance of three feet to
5. allow a five foot setback where eight feet are required;
6. and, two, a variance of 2,690 square feet to allow an
7. accessory building to increase in area to 3,290 square feet
8. where 600 square feet is the maximum allowed at 2233 30th
9. Street, zoned R-2 single family, in Ward 3. A copy of the
10. packet considered is hereby offered to the record.
11. MR. PALERMO: Thank you.
12. Anyone here to speak for this petition?
13. Please state your name and address.
14. MR. HANS: John Hans, 1520 Hewes Avenue in
15. Gulfport.
16. MR. PALERMO: Thank you. Go ahead. Anything
17. you want to say about it.
18. MR. HANS: Let me have my variance, please.
19. MS. NORTH: Tell us what you're trying to do.
20. MR. HANS: I'm sorry, I can't hear you.
21. MS. NORTH: Tell us what you're trying to do
22. here.

23. MR. HANS: What I'm trying to do is, I have a
24. 10,000 square foot warehouse that I was housing a lot
of my
25. cars in. I have a hobby that's kind of out of
control,

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

1. let's say, collecting cars. You know, tin soldiers and toy
2. dolls take up a whole lot less room, watches, also.
3. But anyway, I am downsizing as I'm getting
4. older. I'm reaching a retirement age, and I'm downsizing.
5. And I have this other warehouse around the corner that I
6. wanted to add another 500 square feet to to allow me to put
7. in a few more of my cars, not only automobiles, but I have
8. old juke box, pinball machines, lots of memorabilia, things
9. like that. I'm just trying to make it into a really nice
10. place, and another 500 feet would help. Each car takes up
11. about 150 square feet. So it does make for another four or
12. five feet. I've also got a lot of motorcycles, too.
13. So that's all I'm trying to do. The building
14. runs north-south. Where I'm asking for the variance would
15. be about in the middle of the property so it would not be
16. seen from just about anybody because the person to the west
17. of me has a huge fence up. He raises dogs. He doesn't want
18. me to see his dogs, so I don't look at them, and he doesn't

19. look at my shop. We have kind of a mutual agreement.
20. Anyway, so that's all I'm asking for is a
21. variance to allow myself another 500 square feet or
however
22. many is stated in there.
23. MR. PALERMO: Okay. Any other questions?
24. Thank you.
25. Anyone else here to speak for the petition?

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

1. MR. SHAW: I'm Philip Shaw at 2404 24th
2. Avenue.
3. And John and I have -- we occupy the building
4. that we are getting ready to -- we're trying to sell
right
5. now. So we own it jointly. And so I have sort of a
vested
6. interest in this because he has a place to put his
cars, I
7. still have to find a place to put mine.
8. But anyway, it's just in going through the
9. thing, if you look at the site, it's a building that
John
10. has had for a number of years. The building was
there when
11. he bought the land. And it's -- and up until the
change in
12. the zoning ordinance back that referred to in the
previous
13. applicant, you know, when they changed the zoning
ordinance
14. about how you could have an outbuilding and that sort
of
15. thing, now you're finding us having to talk about it
where
16. you didn't have to talk about it before, you know.
17. It's a very small addition to it, but it
18. doesn't have a lot of the cars that he needs to have
in
19. there.

20. The neighborhood is, you know, it's
21. essentially a residential area. There is a home on
the rest
22. of the land, the south end of the lot, that is a
rental
23. property that John has right now. And it's just been
a
24. place to store cars ever since he bought it, and all
he's
25. doing is adding onto it about 500 square feet.

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

1. MR. PALERMO: Any questions? Thanks, Philip.
2. Anyone else here to speak for the petition?
3. Anyone here to speak against this petition?
4. MS. BURNHAM: My name is Jeanie Burnham, and
5. I'm here to represent Steven Ray Phillips. He is out
of
6. town, and I'm a friend of his. He owns the property
next
7. door to Mr. Hans' storage building. And he's written
a
8. letter.
9. MR. BODDIE: What is your address? I'm
10. sorry.
11. MS. BURNHAM: My address is 1407 East Second
12. Street, Pass Christian. I am a friend of Steven
Phillips.
13. MR. BODDIE: Thank you.
14. MS. BURNHAM: And he has recently gotten a
15. job driving a truck, so he is out of town a month at
a time.
16. And this letter came in the mail while he was in
town, and
17. he came and asked of I would come and represent him.
18. Now, you all have gone through a lot here
19. with all the lawyers and all the letters that they
have
20. read. I have one letter that's a page and a
paragraph to
21. read if you want me to read it.

- 22. But basically he wants you to deny this
- 23. request for this variance because he lives next door,
and he
- 24. doesn't want it to be any bigger than it is. It's R-
2
- 25. residential zoning, and that building should have
never been

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

1. allowed to be built even though it was built a long time
2. ago. It is a storage building well above 600 square feet.
3. So would you like me to go ahead and read the
4. letter?
5. MR. PALERMO: Sure.
6. MS. BURNHAM: To the Urban Development
7. Planning Division Zoning Board of Adjustments and Appeals.
8. To whom it may concern. I, Steven Ray Phillips, who lives
9. at 2231 30th Street, Gulfport, Mississippi 39501-6032,
10. adjacent to Mr. John Hans III, 2233 30th Street, on Tax
11. Parcel 0810N-03-025.000, zoned R-2 single family located
12. north of 29th Street, south of and adjacent to 30th Street,
13. east of 23rd Avenue, and west of 22nd Avenue in Ward 3,
14. cannot be at this hearing as I am being represented by
15. either Nathan Webb or Jean Burnham or both. Nathan couldn't
16. be here.
17. I am writing this letter to let the City of
18. Gulfport Planning Division know that I am opposed with a

19. definite no to as I was opposed to other indiscretions and
20. law-breaking that Mr. John Hans III has done previously to
21. all the neighbors in our R-2 zone and also on which the
22. zoning board has found to be against the law in times past
23. from 1996 until the year of 2002.
24. Mr. John Hans III once had a full functioning
25. mechanic shop in our R-2 zone with a gasoline pump, car

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1. lift, Shell sign out front of what is he created to be a
2. full functioning auto shop to rebuild and refurbish old
3. antique automobiles.
4. It appears to the residents of this
5. neighborhood that Mr. John Hans III does not care about the
6. law, nor does he care about the dangers that his explosive
7. unsafe building imposes upon our neighborhood. I who live
8. next door to his shop feel a threat to my life at any
9. uncertain time could die with my house right next door to
10. his with one possible fire which could cause explosions all
11. over our neighborhood.
12. I went around the neighborhood and have found
13. out that all of my neighbors also am standing against his
14. insolence to caring for all of our safety. The neighbors
15. all disagree to his indiscretion and upon our lives and the
16. lack of concern that Mr. John Hans III has upon our
17. neighborhood.
18. There are also intrinsic values that I place
19. responsibility by Mr. John Hans III as this storage building

20. will take away the view through my kitchen window by
21. creating a wall of a green building not allowing any
view
22. that I enjoy from my kitchen. When he built on the (
) ,
23. he took away from me many years of peace by taking
away
24. already three-fourths of my pleasant view. Now he
wants to
25. completely close my complete view out from the rest
of the

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1. time I will be in this neighborhood by blocking the last
2. one-quarter of what I have to enjoy now and for the rest of
3. my life while I am living in my home. Plus the dangerous
4. reasons that he desires to build this building for storing
5. his chemicals, gasoline, mechanic shop, tools, many cars,
6. not a few but many cars, also he still works from this shop.
7. I can still hear many noises from within the shop.
8. Please, I cannot be here in this meeting
9. because I am a trucker who am going to be gone for the next
10. two weeks. I ask the zoning board and this honorable court
11. consider that I live here all the time whereas Mr. John Hans
12. does not live in the neighborhood but lives, sleeps, and
13. eats in another residence over on Hewes Avenue. He only
14. uses our neighborhood for purposes of his own personal gain.
15. This is why I ask for the Urban Development Planning
16. Division and this honorable court to stand with the
17. residents in this neighborhood to not allow the two
18. variances to take place that Mr. John Hans is requesting.

19. Sincerely thank you, Steven Ray Phillips.
20. MR. PALERMO: Thank you.
21. Is there any more you need to add to it?
22. MS. BURNHAM: No. I just know that Steven
23. has struggled to pay for that house that he lives
next door
24. in, and he is also in his retirement years as Mr.
Hans is.
25. And I just ask that you consider Steven's request and
not

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1. allow him to go any larger. He could possibly build his --
2. take his antique cars home to his home where he lives
3. instead of in that neighborhood where the houses are really
4. cute, and the people are keeping their property up. There's
5. a lot of rental property there, but the people take care of
6. their property there. And I was told there would be more of
7. them here. But as you see, I am the only one. But I did
8. what I was supposed to do.
9. MR. PALERMO: Thank you.
10. MS. BURNHAM: Thank you.
11. MR. PALERMO: Is there anyone else here to
12. speak against this petition?
13. Had a chance to look at the staff's report.
14. Any questions or comments for the staff?
15. Do we have a motion?
16. MR. BODDIE: I make a motion we approve the
17. applicant's request.
18. MR. PALERMO: Motion to approve the request
19. as presented. Do I have a second?
20. I'll second that motion.
21. Call for the vote.
22. MS. WIGINTON: Yea.

23. MS. NORTH: Yea.

24. MR. PALERMO: Yea.

25. MR. BODDIE: Yea.

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1. (Daniels not present.)

2. MR. PALERMO: Motion carries.

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(228) 467-2199

1. BEFORE THE CITY OF GULFPORT
ZONING BOARD OF ADJUSTMENT AND APPEALS

2

3 1809ZB100

4

5 COURT REPORTER'S CERTIFICATE

6

7 I, Norma Jean Ladner Soroe, Certified

Shorthand

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

skill and

9 ability I have reported the hearing held before the

City of

10 Gulfport Zoning Board of Adjustment and Appeals and

that the

11 foregoing 10 pages constitute a true and correct

12 transcription of said hearing held on the 20th day of

13 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 22nd 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: Cory Long, Planner III
Planning & Zoning

Date: 11/09/2018

Subject: Acceptance for Perpetual Maintenance - Bayou Bend Subdivision public improvements, excluding the roadway, release of existing warranty bond, and transfer of streetlight account to the City of Gulfport. A new bond is required, in the amount of \$3,500, to cover the roadway for 2 years - Case # 1710PC122 - Ward 4.

Recommendation:



Department of Engineering

4050 Hewes Avenue
Gulfport, MS 39507-3903
Phone: 228-868-5740
Fax: 228-214-2238

November 5, 2018

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

Re: Bayou Bend Subdivision

Dear Mr. Long:

On August 30, 2018, Engineering and Public Works conducted a final inspection of the referenced subdivision, and deficiencies were noted. A follow-up inspection took place on September 19, 2018, and all punch list items were completed.

Since the development was approved to use soil cement as the road base, an additional warranty bond in the amount of \$3,500 is required for a period of two (2) years to cover roadway improvements.

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

We recommend acceptance of all infrastructure excluding the roadway, for perpetual maintenance by the City and the start of the two (2) year roadway warranty period. Upon approval by the City Council, the initial one (1) year warranty period can be terminated and the \$7,000 warranty bond returned to the owner. Also, the utility bills for the streetlights should be transferred to the City.

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

Respectfully,

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

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

Attachments: 1. Engineering Inspection Report
2. Map



**DEPARTMENT OF
ENGINEERING**

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

SUBDIVISION INSPECTION CHECKLIST

SUBDIVISION:	Bayou Bend Subdivision
TYPE OF INSPECTION:	Warranty Inspection
DATE:	August 30, 2018
PERSONS PRESENT:	Jeremy Harrison, Engineering Ryan Merrill, Public Works Brian McKnight, Public Works John Thomas, Public Works Joe Johnson, Public Works Jim O'Dell, Public Works Freddie Fountain Gary McCabe

CHECKLIST ITEMS

STREETS & DRAINAGE:

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

WATER & SEWER:

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

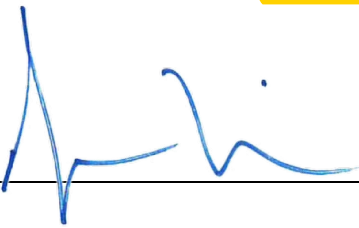
3. Are sewer cleanouts installed & with no broken/missing parts? ☒.Yes ☐.No ☐.N/A
4. Are all manholes installed in accordance with city standards? ☒.Yes ☐.No ☐.N/A

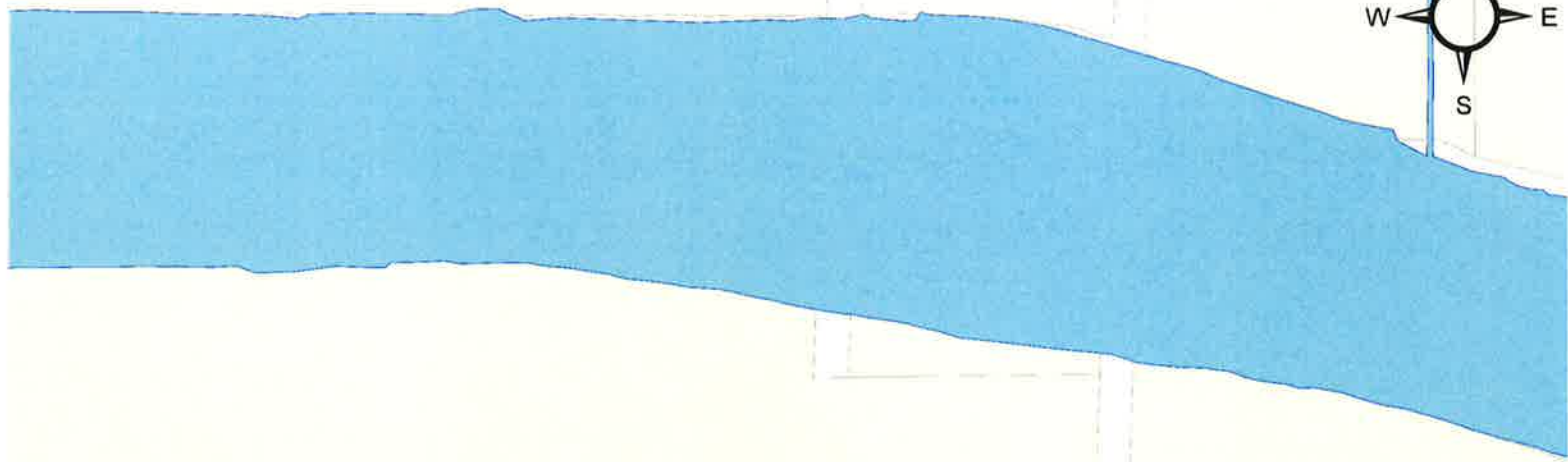
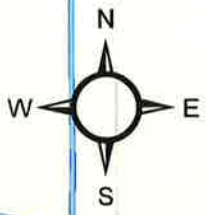
TRAFFIC & SAFETY:

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

PUNCHLIST ITEMS

1. Grade ditch along Evans Rd to provide positive drainage from catch basins **COMPLETE**
2. Extend tracer wire from pipes in all manholes. **COMPLETE**

SIGNED:  DATE: September 19, 2018



EVANS RD

BAYOU BEND SUBDIVISION

KEYSER LN

TREELAWN ST



IRREVOCABLE STANDBY LETTER OF CREDIT NO. 3917118

Issued Date:

(November 20, 2018)

Expiry Date:

(November 20, 2020)

Beneficiary:

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

Applicant:

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

Amount: \$3,500.00 (Three Thousand Five Hundred dollars and no cents)

Place of Expiry: At the counter of Community Bank, Coast

12036 Hwy 49

Gulfport, MS 39503

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

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

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

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Marshall Eleuterius".

By: Marshall Eleuterius
Community Bank of Mississippi
Executive Vice President

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



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Legal

Date: 11/14/2018

Subject: Resolution - approving a Memorandum of Understanding among the City of Gulfport, Mississippi, the City of Biloxi, Mississippi, and the City of Rionegro, Columbia, authorizing the Mayor to execute the same, and for related purposes.

Recommendation:

MEMORANDUM OF UNDERSTANDING

Whereas the cities of Biloxi and Gulfport, Mississippi in the United States of America and the city of Rionegro in the Republic of Colombia share a mutual respect, development interest and commitment to pursue business, cultural, science, education and tourism trade exchanges as opportunities arise, the respective parties have agreed to this Memorandum of Understanding (MOU).

1. **Purpose.** The purpose of this MOU is to provide a framework and set out various possible avenues through which the parties may pursue a mutually beneficial relationship going forward.
2. **Term.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU, and the governing bodies of the parties' respective municipalities, and shall remain in full force and effect for a 5-year period, renewable by mutual consent for an equal period of time. This MOU is at-will and may be modified or terminated by mutual consent of authorized officials from the respective municipalities until by 30 days written notice, which notice shall be delivered by hand or certified mail to the address listed below.
3. **Responsibilities.** All respective costs and expenses related to the efforts of the parties under this MOU, regardless of source or cause, will be the sole responsibility of the respective parties, unless otherwise agreed in advance in writing.
4. **General Provisions.** All parties agree in good faith, with the highest degree of cooperation and coordination as practicable and subject to applicable law, to continue developing relationships recently established in the pursuit of shared commerce, and to jointly pursue any and all opportunities of mutual interest in the fields of business, tourism, education, science and culture. Any party may request changes to this MOU and any changes, modifications, revisions or amendments to this MOU shall be incorporated by written instrument, and effective when signed by all parties of this MOU.
5. **Applicable Law.** This MOU shall be subject to the laws of the State of Mississippi and such laws shall govern the construction, interpretation and enforcement of this MOU. Disputes can be solved by direct agreement of duly authorized representatives of the parties.
6. **Entirety of Agreement.** This MOU, consisting of three pages, represents the entire and integrated agreement between the parties and supersedes all previous negotiations, representations and agreements, whether written or oral.

7. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and any of the parties may renegotiate the terms affected by the severance.
8. **Sovereign Immunity.** None of the parties involved waive or limit any immunity afforded to them or their officials by law or otherwise, including any sovereign or governmental immunity, by entering into this MOU or otherwise arising out of its execution, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU or arising out of the execution of this MOU.
9. **Beneficiary Rights.** The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining the best path forward to achieving their shared goal of developing mutually beneficial exchanges in the fields of business, tourism, education, science and culture.
10. **Disclaimer.** This MOU serves only as a record of the Participants' intentions and does not constitute or create any legally binding or enforceable rights or obligations, expressed or implied.

THE REMAINDER OF THIS PAGE IS LEFT BLANK

11. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

City of Biloxi, MS

_____ Hon. Andrew M. Gilich, Jr. Mayor of Biloxi	_____ Date	_____ [Witness	_____ [Date]
--	---------------	-------------------	-----------------

City of Gulfport, MS

_____ Hon. Billy Hewes Mayor of Gulfport	_____ Date	_____ [Witness	_____ Date]
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City of Rionegro, Colombia

_____ [Name, title	_____ Date]	_____ [Witness	_____ Date]
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Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
City Council

Date: 11/15/2018

Subject: Resolution - approving Professional Services contract with Municipal Code Corporation, authorizing the Mayor to execute the same on behalf of the City, and for related purposes.

Recommendation:

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT, is between the **CITY OF GULFPORT, MISSISSIPPI**, a municipal corporation, and **MUNICIPAL CODE CORPORATION** (Contractor), a Florida corporation, whose address is P.O. Box 2235, Tallahassee, FL 32316.

- 1 **RECITALS:** The Contractor has agreed to provide the services outlined in **Exhibit A, Scope of Services & Pricing**, upon the terms and conditions set forth in this Contract. Contractor will perform no service under this Contract until direction from an authorized City employee is issued and received by Contractor.
- 2 **TIME OF COMMENCEMENT AND SUBSTANTIVE COMPLETION:** The services to be provided under this Contract shall commence on October ____, 2018 and shall continue for a period of three (3) years, terminating on October ____, 2021. Thereafter, these services shall be automatically renewed from year to year provided that each party may cancel or change this agreement with sixty (60) days written notice.
- 3 **PRICE:** The City will pay the Contractor for the performance of this Contract at the prices specified in **Exhibit A, Scope of Services & Pricing**. Pricing shall be valid throughout the term of the contract.
- 4 **FINANCIAL OBLIGATIONS OF THE CITY OF GULFPORT, MISSISSIPPI:** This Contract does not create a multiple fiscal year direct or indirect debt or other financial obligation. Each request for service shall incur a concurrent debt for that request only. All financial obligations of the City under this Contract are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations.
- 5 **CONTRACT DEFINED:** This Contract incorporates, herein by reference, the terms and conditions of the following documents. If there is a conflict among the documents, their terms and conditions shall prevail in the following order:
 - 5.1 Exhibit A (Scope of Services & Pricing)
 - 5.2 Certificate of Insurance & Workers' Compensation (to be furnished following contract execution)
- 6 **SERVICE OF NOTICES:** All required notices shall be deemed to have been validly given if delivered in person or by first class mail or email to the City at the following addresses:

Ms. Brittany L. Rodgers
Clerk of Council
City of Gulfport
2309 15th Street
Gulfport, MS 39501
brodgers@gulfport-ms.gov
- 7 **COMPLIANCE WITH THE LAW:** This Contract shall be governed and construed in accordance with the laws of the State of Mississippi. The Contractor will perform all obligations under this Contract in strict compliance with all federal, state, and municipal laws, rules, statutes, charter provisions, ordinances, and regulations, especially sections of the Occupational Safety and Health Administration (OSHA) regulations, latest revised addition, which provide for job safety and health protection for workers, applicable to the performance of the Contractor under this Contract. The City assumes no duty to ensure that the Contractor follows the safety regulations issued by OSHA.
- 8 **INSURANCE:** The Contractor shall not begin any work until the Contractor proves to the City's Purchasing and Contracts Division that it has obtained, at Contractor's own expense, all required insurance as specified below. Liability insurance must be of the occurrence form. Deviations from the requirements listed below must be submitted to and approved by the City of Gulfport.
 - 8.1 **COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY** insurance must cover bodily injury, property damage and personal injury with limits of no less than \$1,000,000 per occurrence.

8.2 **WORKERS' COMPENSATION** coverage must be provided, as statutorily required for persons performing work under this Contract. Contractor must provide the City with proof of Employer's Liability coverage with limits of at least \$500,000. Contractor shall require any subcontractor hired by the Contractor to carry Workers' Compensation and Employer's Liability coverage.

8.3 **CERTIFICATE OF INSURANCE:** As evidence of the insurance coverages required by this Contract, the Contractor and their subcontractors, shall furnish a certificate of insurance to:

Ms. Brittany L. Rodgers
Clerk of Council
City of Gulfport
2309 15th Street
Gulfport, MS 39501
brodgers@gulfport-ms.gov

8.4 **CONTINUATION OF COVERAGE:** The Contractor shall not cancel, materially change or fail to renew insurance coverages. The Contractor shall notify the Purchasing and Contracts Division of any material reduction or exhaustion of aggregate limits. Any insurance bearing on adequacy of performance (warranty or guarantee) shall continue after completion of the contract for the full guaranteed period. If any policy lapses or is canceled before final payment by the City to the Contractor and if the Contractor fails immediately to procure other insurance as specified, the City may deem such failure to be a breach of this Contract.

8.5 **RESPONSIBILITY FOR PAYMENT OF DAMAGES:** Nothing contained in these insurance requirements shall limit the Contractor's responsibility for damages resulting from Contractor's operations under this contract.

9 **INDEMNITY:** The Contractor hereby releases and agrees to indemnify, defend and save harmless the City and its agents from and against all claims, actions, causes of action, demands, judgments, costs, expenses and all damages of every kind and nature, excepting a claim arising from interpretation of language or images contained in the Code, as published in print or electronically, incurred by and on behalf of any person or corporation whatsoever, predicated upon injury to or death of any person or loss of or damage to property of whatever ownership, including the parties to this Contract and their employees, and arising out of or connected with, in any manner, directly or indirectly, the Contractor's operations.

10 **STATUS OF CONTRACTOR:** The Contractor shall perform all work under this Contract as an independent contractor and not as an agent or employee of the City. The Contractor will not be supervised by any employee or official of the City nor will the Contractor exercise supervision over any employee or official of the City. The Contractor shall not represent that Contractor is an employee or agent of the City in any capacity. The Contractor shall supply all personnel, buildings, equipment and materials at Contractor's sole expense. **The Contractor is not entitled to the City's Workers' Compensation benefits and is obligated to pay federal and state income tax on money earned pursuant to this Contract.** This Contract is not exclusive; the Contractor may contract with other parties.

11 **TERMINATION:** Either party may terminate this Contract by giving the other party sixty (60) days written notice of such termination. The Contractor will then be paid for satisfactory work up to the date of termination.

12 **TRANSFERENCE AND AMENDMENTS:** The Contractor may not transfer this Contract to a third party nor in any way amend this Contract without prior written consent of the City.

13 **VERIFICATION REGARDING ILLEGAL ALIENS:** Contractor has confirmed the employment eligibility of all employees newly hired for employment to perform work under this Contract through participation in the E-verify program administered jointly by the United States Department of Homeland Security and the Social Security Administration.

14 **DAMAGES FOR BREACH OF CONTRACT:** In addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract, if the City terminates this Contract, in whole or in part, due to Contractor's breach of any provision of this Contract, Contractor shall be liable for actual and consequential damages to the City.



Term of Agreement. This Agreement shall be for a three (3) year term, commencing on October ____, 2018 and terminating on October ____, 2021. Thereafter, the agreement may be automatically renewed from year to year, with the condition that either party may cancel or change this agreement with sixty (60) days written notice.

Submitted by:

MUNICIPAL CODE CORPORATION

Municode Officer: _____
Steffanie W. Rasmussen
Vice President of Client Services

Date: _____

Accepted by:

CITY OF GULFPORT, MISSISSIPPI

By: _____

Title: _____

Date: _____

MUNICODE - EXHIBIT A

GULFPORT, MISSISSIPPI

Code of Ordinances

CONTRACT PRICING SHEET

October 15, 2018

Supplement Service Base Page Rate

Page Format	Base Page Rate
Double Column	\$22.00 per page
Images, Graphics and Tabular Matter (IGTM's) each	\$10.00

Base page rate above includes:

- ★ Acknowledgement of material
- ★ Data conversion, as necessary
- ★ Editorial work
- ★ Proofreading
- ★ Updating the index
- ★ Bi-Weekly Electronic Updates, whenever ordinances are on hand for codification
- ★ Supplement PDF, quarterly each March, June, September and December

Invoices for printed or electronic supplements are submitted upon completion of project(s).

Online Services Quotation Sheet

MunicodeNEXT (online code), MyMunicode bundle, invoiced each October, includes \$2,200

- ★ Online Hosting and Maintenance
- ★ CodeBank
- ★ CodeBank Compare + eNotify
- ★ OrdBank (including omitted ordinances)
- ★ MuniPro
- ★ Custom Online Code Banner

Additional Services

- ★ Administrative Support Fee, invoiced annually, beginning October 1, 2019 **\$450¹**
- ★ MuniDocs, invoiced annually, beginning October 1, 2019 **\$500**

Optional Future Services

- ☐ Reflow/Republication of fully updated Code, includes 5 copies² with tabs **\$4,000³**
- ☐ 3-post expandable binders with stamping, \$70⁴ each qty_____ \$_____
- ☐ 3-ring vinyl binders, \$20 each (stamping not available) qty_____ \$_____
- ☐ Tabs, per set, \$25 qty_____ \$_____

Binder Color: ☐ Semi-Bright Black ☐ Dark Blue ☐ Hunter Green ☐ Burgundy
Binder Stamping Color: ☐ Gold ☐ Silver ☐ White

¹ The City's previous annual Administrative Support Fee for period of 10/1/17 - 9/30/18 was pro-rated to \$337

² Price does not include shipping costs or the inclusion of legislation.

³ Legislation added to the project must be approved and received prior to the established project cutoff date. Following the delivery of the final code draft for client proofing, any extensive changes requested in the Code content, and/or any material added to the Code that was not previously contemplated, will be subject to an additional Proof Update fee.

⁴ Price does not include shipping costs. Quotations for 3-ring or alternate binders available upon request.

Scope of Services – Supplement Services

During the supplement process, all legislation received is confirmed immediately, organized, reviewed, codified and posted online. The supplement process is outlined below:

1. Receipt of new legislation will be acknowledged within 24 hours. Our production support team will record the adoption date, effective date and ordinance number(s) and ensure that all necessary exhibits, tables and graphics are included. You will be advised promptly if any pertinent information is missing from your submission. Your material will be sent for a cost estimate and upon your authorization to proceed, it is then forwarded to our Supplement Department for codification. Your municipality will be assigned a permanent editorial team that will quickly become familiar with the unique laws of your municipality. With the OrdBank Service active on the account, the legislation will be posted online with 24 hours as a PDF under “Adopted Legislation not yet Codified” at this time.
2. Editorial Review – Our editorial team will review all ordinances received to determine whether the ordinance should be included in your code; where the ordinance should be placed; whether the ordinance conflicts with your existing code format; what material should be removed from your existing code; whether history notes will be added; what tables will be updated and whether the Table of Contents in the front of the code and at the Chapter level should be amended. Your editorial team includes an experienced codification attorney that is available to answer any questions the legal editor may have to ensure that the new legislation conforms to the existing provisions of your code. If any significant errors or numbering issues are noted, your editor will contact you for clarification. No substantive changes to your legislation will be made by our editorial team, however minor typographical errors will be corrected as part of the supplement process. Should the editorial, legal and/or proofreading team find discrepancies in your ordinances, we will communicate with you in order to ensure that the ordinances are correct and consistent with the existing code.
3. Indexing – When the editorial process has been completed, your supplement will be sent to our indexing team, where all new legislation is indexed and cross-referenced in all appropriate locations.
4. Proofreading - The proofreader assigned to your editorial team will then examine your supplement line by line to ensure editorial accuracy, code hierarchy and layout and to confirm that your supplement is grammatically correct and free of errors in spelling and capitalization. Your supplement is then re-examined line by line to ensure that the improvements made by the editorial team were thorough and accurate. During this process, the original ordinance is compared again with the newly added text to further ensure editorial accuracy.
5. Posting the supplement online (MunicodeNEXT) – After your supplement has been completed, your online code will be updated within 1 day and any electronic products requested, to include WORD-DOCX, PDF and Folio downloads, will be provided. You will receive notification that the website has been updated via email notification. If our eNotify service is selected, citizens can also sign up to be notified each time the online code is updated. When your code is updated on MunicodeNEXT, the mobile sites are updated simultaneously and all internal cross reference links are updated. With our OrdBank feature, each history note will be linked to the ordinance that amended the respective section.
6. Printing and Shipping - Our print team will print, cut, 3 hole-punch, and ship your supplement to you quarterly unless otherwise instructed. *Instruction Sheet:* With each printed supplement, we will furnish a page of instructions for removal of the obsolete pages and insertion of the new pages; *Checklist:* We will furnish a checklist of up-to-date pages with each supplement.



Scope of Services - Website Hosting

Our code hosting platform, MunicodeNEXT, includes both Standard and Premium features, designed to provide a wide variety of additional capabilities for the research and navigation of your code, as well as for preserving its history. With our MunicodeNEXT advanced features, your staff and citizens need only click the link provided on your municipality's website to access your full Code of Ordinances. They not only have access to your complete and current Code of Ordinances, but to all archived versions of your code, every official copy of your ordinances, the power to compare versions of your code over time, the ability to be notified every time your code is updated, and the ability to translate your code into over 100 languages via **Google Translate**, which is included at no additional charge.

Our web application is WCAG 2.0 Level AA compliant and will scale to the viewport of any modern smartphone or tablet running iOS, Android, or Windows Phone 7 or higher. Our tech stack includes HTML5 & CSS3, Javascript (AngularJS), and a restful API written in C# running on .Net Core. All content is rendered in standard HTML and is viewable in all modern browsers including PC: Microsoft Internet Explorer 10 or later, Firefox 3.6 or later, and Chrome 18 or later. macOS®: Safari™ 5.0 or later, Firefox 3.6 or later, Chrome 18 or later.

We house our public facing website in a secure, SAS70, PCI compliant data center owned and operated by Flexential in Atlanta, Georgia (<http://www.peak10.com/about-peak-10/data-center-locations/atlanta/>). All systems are backed up and synchronized between our Tallahassee, Florida and Atlanta, Georgia locations for full geographic redundancy. We actively monitor the status of our hosting facility. We utilize Veeam Backup & Recovery to take daily snapshots of all servers in both of our data centers. Snapshots are performed from 8 pm EST to 5 am EST, are replicated between sites and are routinely tested. Biometric authentication is required to enter the data center facility, and anyone entering the premises must be either active customers or authorized vendors with badge and PIN access. Each rack is locked with a combination lock to prevent unauthorized entry or access. The facility is monitored by camera 24/7 to further provide physical security.

We secure our systems using enterprise grade security products. We employ firewalls from Palo Alto networks to secure the perimeter and endpoint security from Carbon Black to provide anti-virus scanning and threat detection on all servers, desktops, laptops, virtual machines and mobile devices. Carbon Black actively scans all file access on all endpoints of our network and quarantines any suspected malware, immediately sending notification to our systems administration staff. We use Nimble and 3Par SANs for all our storage needs. Each SAN member is fully redundant – redundant power supplies, controllers, NICs, etc. The drives on each array are configured as either RAID 5, RAID 50, or RAID 60 arrays.

Our powerful search engine allows users enter simple or advanced searches and supports Boolean operators, stemming, wildcards, proximity searches, and a global synonym list. Users can easily search the code using keywords or phrases, and can print, download and/or email any portion of your code. Search terms can be applied to the entire code or narrowed to search only within specific chapters or sections. Our recent website upgrade allows users to sort results by relevance or book order! Our collapsible Table of Contents, continuous next-hit feature and internal and external hyperlinking and cross-referencing features simplify and enhance the navigation of your online code, allowing your staff and citizens the capability of simultaneously searching your code, ordinances, minutes, resolutions, budgets and more.

MunicodeNEXT is designed with accessibility in mind. Our application is fully responsive, ensuring all features are available on appropriately sized desktop, tablet, and smartphone viewports. Designed to provide easy access and an intuitive interface, it is extremely well-suited for use on tablets and mobile devices running iOS or Android. Our application also conforms to Level AA of the Web Content Accessibility Guidelines 2.0.

August 20, 2018

Scope of Services – Reflow & Republication

We will work with you to confirm the desired formatting and style of the Code. We will update the preliminary pages, create an Index (if elected) and Table of Contents; add any uncodified newly adopted legislation at the per page supplement rate quoted; update history notes; provide a comparative table of ordinances and integrate all applicable photographs, maps, diagrams, charts and tables into the Code. Proofs will then be provided for your review. Following the approval of the proofs, the Code will be shipped and posted online in fully robust HTML format.

We will handle 100% of the publishing of your Code. The republication process includes editing, page composition, proofreading, indexing (if elected), and delivering the information as printed and/or electronic copy. When we republish your Code, pages are recomposed to eliminate short pages, pages with blank backs and oddly numbered (point) pages. Following the recomposition, the Code is reprinted, and supplement number designations start over with Supplement No. 1.

The anticipated time frame for the reflow and republication project is **3 to 4 months**, excepting any delays occasioned by the City

The process includes:

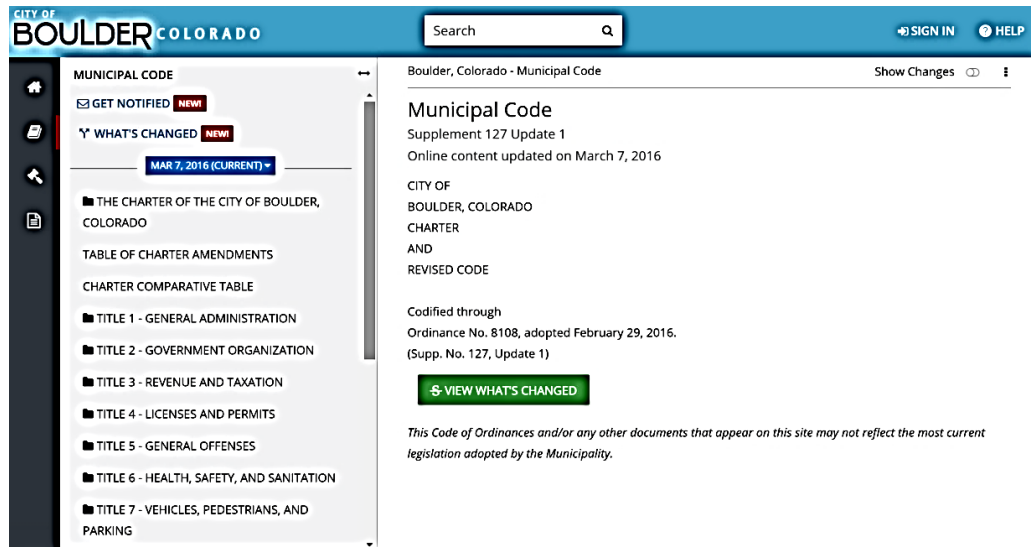
- ★ Inclusion of adopted legislation can be added at the per page supplement rate quoted;
- ★ Removal and replacement of supplement numbers;
- ★ Updating of preliminary pages (title page, officials' page, and preface);
- ★ New page numbers;
- ★ Editing & proofreading;
- ★ 10-point New Century Schoolbook font, double column format, unless otherwise instructed;
- ★ Incorporation of maps, diagrams, charts and tables;
- ★ Updating Table of Contents and Index (if elected);
- ★ Proofs provided for your review;
- ★ Posting your newly republished Code on MunicodeNEXT;
- ★ Providing 5 Code copies with divider tabs.

The process does not include:

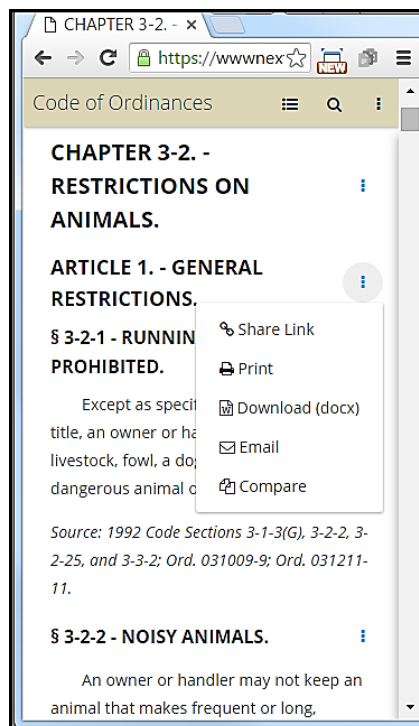
- ★ Renumbering and/or reorganizing the structure of your Code;
- ★ Legal Review by an attorney;
- ★ Substantive editing or changes to the text.

Standard Features of MunicodeNEXT

Responsive Design – Our team designed MunicodeNEXT to function on any device. Over 20% of our traffic is generated from a smartphone or tablet. Our user interface, based on Google's Material Design guidelines, ensures any device that accesses our application will have access to our full suite of features.



Mobile and Tablet friendly – Our application uses touch friendly icons, easy to access menus, and fly overs to expose all functionality while maintaining a clean, intuitive interface.



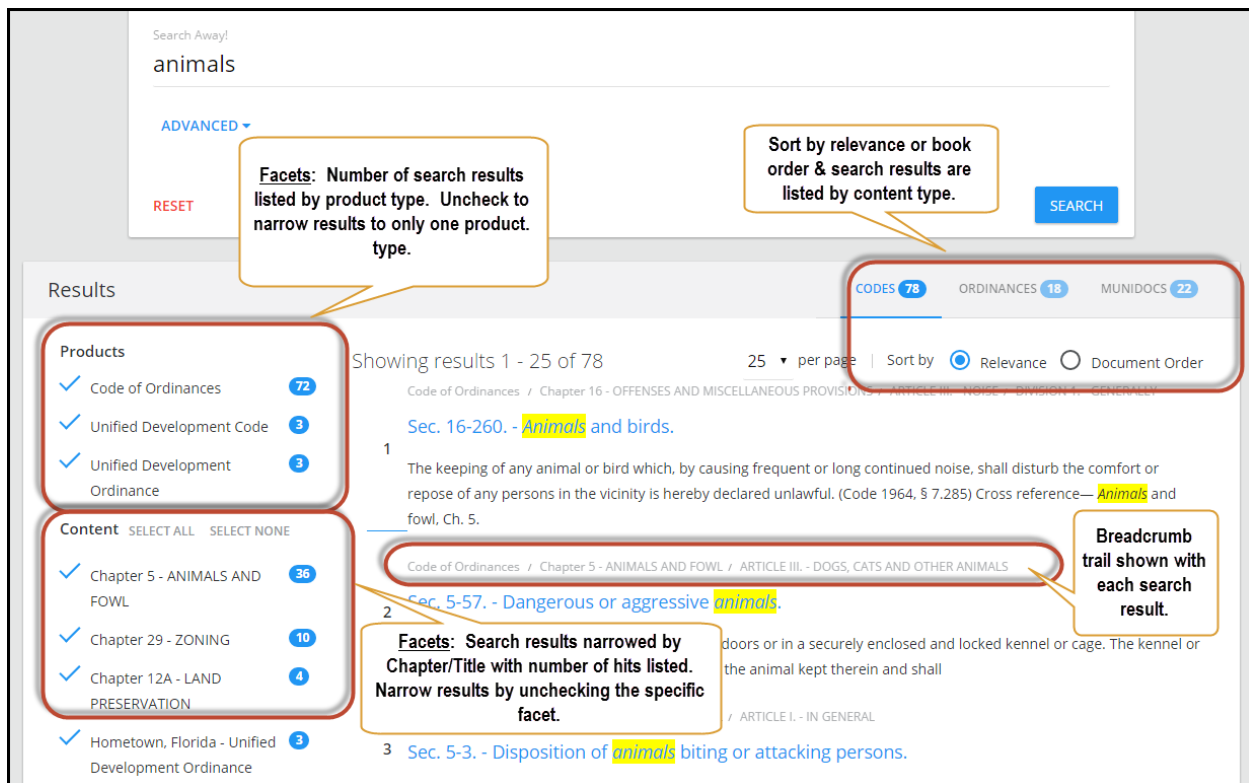
Print/Save/Email – Users can print, save (as WORD) or email files at the section level, as well as at the article or chapter level. You can print, save or email non-sequential sections from multiple portions of your Code(s). Not all codification companies enable you to download WORD documents directly from the website. Being able to do so greatly enhances your ability to draft new legislation.

Searching – Municode leverages a powerful open source search platform that also powers sites such as Stackexchange, Github, and Wikipedia. Search starts on a dedicated page, then moves to a persistent right-hand sidebar as you cycle through the results. This enables you to quickly move through search results without clicking “back” to a search results page. The Code is also indexed by the section, returning more accurate, granular results. Search results can be sorted by relevance or book order as seen in the screenshot below.

The screenshot displays the Municode website for Hometown, FL. At the top, there is a search bar with the word "dogs" entered. Below the search bar, the main content area shows search results for "dogs", including sections like "Sec. 5-67. - Dog waste." and "Sec. 5-68. - Female dogs in heat." The left sidebar contains a table of contents with a red box highlighting the "Table of Contents" section. The right sidebar shows a list of search results with a red box highlighting the "Search results are located on the right sidebar" callout. At the bottom of the main content area, there are "Previous Hit" and "Next Hit" buttons, highlighted by a red box and a callout.

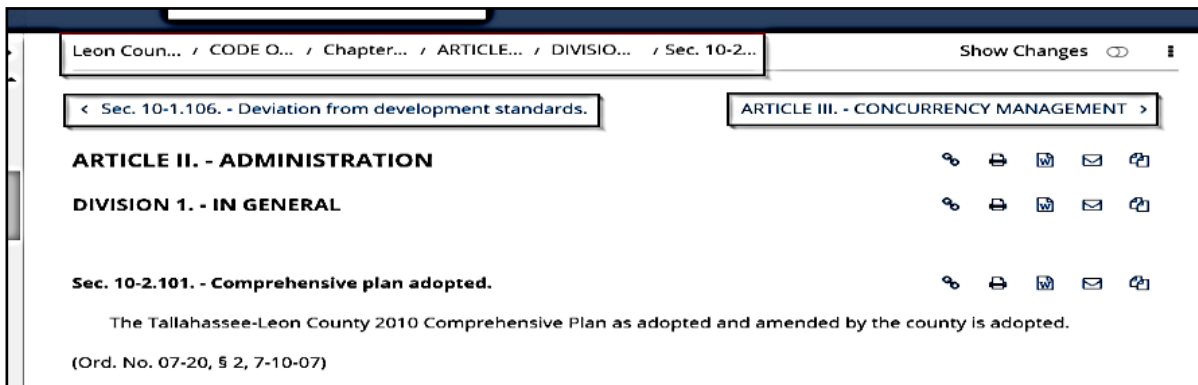
Municode Search Components:

- ★ **Advanced Searching** – You and your power users can conduct searches using Natural Language (think Google) or Boolean Logic.
- ★ **Multiple Publications** – If you have multiple publications (Code, zoning, etc.), they will all be searchable from one interface.
- ★ **Searchable ordinances** – With our OrdBank service, ordinances posted pre and post-codification are full-text searchable.
- ★ **Searching all content types** – If you use our OrdBank or MuniDocs service, you can search any combination of the Code, ordinances, and MuniDocs simultaneously. Search results are labeled for easy identification.
- ★ **Narrow Searching** – Your users could search selected chapters or titles in order to pinpoint their searches and find what they are looking for as quickly as possible!
- ★ **Stored Searching** – MunicodeNEXT allows all search result listings to be bookmarked under your browser's bookmark tabs. Users need only conduct a search and press Ctrl+D to add the search result listing to your browser's tabs.



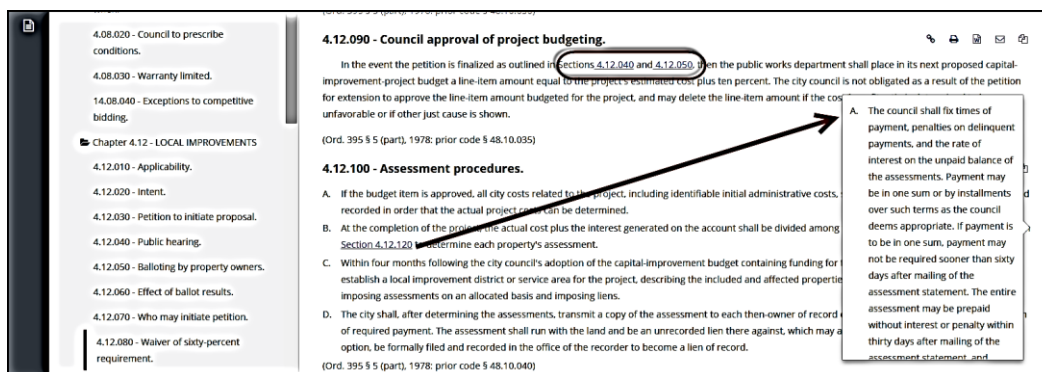
Search enhancements provided with our latest website upgrade include (see screenshot above):

Browsing – MunicodeNEXT provides a persistent breadcrumb trail when browsing or searching and a Previous/Next button at the top and bottom of any document you're viewing. The table of contents and content pane also stay in sync as you scroll to deliver the most intuitive reading experience possible.



- ★ **Internal Cross-Reference Linking** – Cross-references within your Code are linked to their respective destination Article, Chapter or Section.
- ★ **Collapsible TOC** – The table of contents collapses, providing additional real estate with which you may view your Code. Easily view your maps, graphs and charts by simply enlarging the item.
- ★ **Mouseover (cluetips)** – Navigate to your Code and any linked cross-reference will quickly display in the pop-up preview window.
- ★ **Google Translate** – includes the Google Translate plugin, allowing users to view and navigate our hosted Codes in over 100+ languages.

(Cross-reference linking and mouseover shown below)



Translation – MunicodeNEXT includes the Google Translate plugin, allowing users to view and navigate our hosted Codes in over 100+ languages.

Social Media Sharing – You and your users are able to share Code sections via Facebook and Twitter. This will make it easier for you and your team to utilize social media in order to engage your citizenry and enhance your level of transparency.

Static Linking – Copy links of any section, chapter or title to share via email or social media.

Scrolling Tables and Charts – Headers stay fixed while you scroll through the table/chart.

GIS – We can provide a permalink to any Code section and assist staff to create a link from your GIS system to relevant Code sections.

In-line Images & PDFs – We take great care to ensure that your images match online and in print and are captured at the highest quality possible. Our online graphics can be enlarged by hiding the table of contents to maximize the image. Municode can also incorporate PDFs of certain portions of the Code that have very specific viewing and layout requirements.

Website Accessibility – Our current website complies with level A of the Web Content Accessibility Guidelines (WCAG) 2.0.

Support – Phone, email and web support for citizens and staff: 24-hour email response; phone support from 8:00 a.m. to 8:00 p.m. (Eastern). A variety of video tutorials are offered, and we are always available to host a personalized webinar for you and your staff to demonstrate our online features.

Premium Features of MunicodeNEXT

Custom Banner. We can customize the look and feel of your Code to more closely match your website. Please note the custom banners in each of the screenshots provided in this sample.

OrdBank. With our OrdBank solution, newly adopted legislation will be posted online in between supplements. Upon the completion of your supplement, the ordinances will be linked in your history notes and stored in your OrdBank Repository under the “OrdBank” tab.

Hyperlinked ordinance in text)

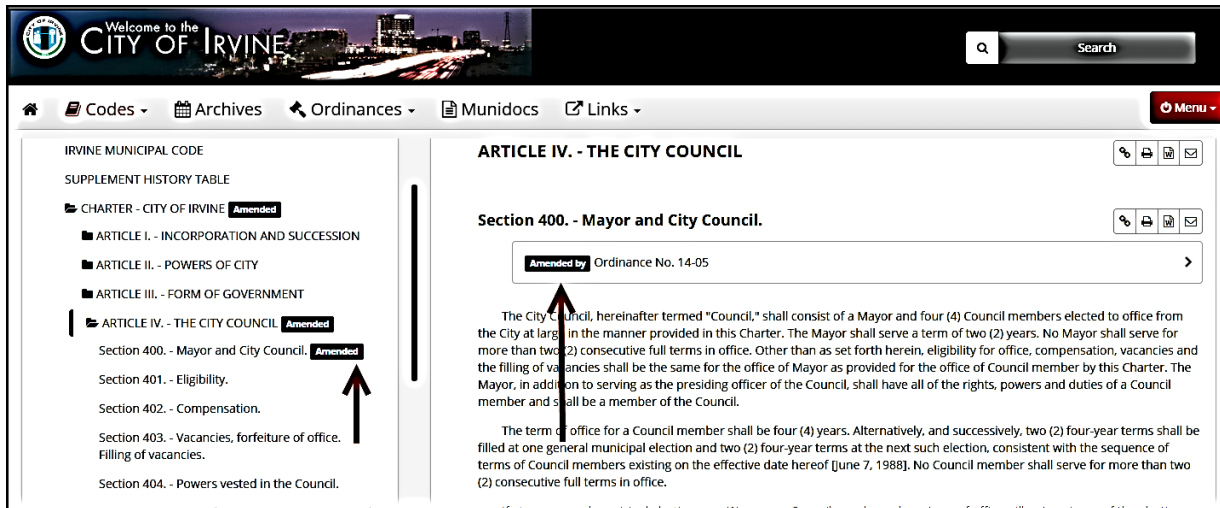
The screenshot shows the City of Arvada Code of Ordinances website. The left sidebar lists various ordinances, including "Sec. 102-161.5. - Residential water fees within city." and "Sec. 102-161.6. - Residential water fees within the Jefferson Center Metropolitan District, the Leyden Rock Metropolitan District, the Leyden Ranch Metropolitan District, and Candelas Filings 2, 3, 4 and designated properties in Candelas Filing 1." The main content area displays the text of Ordinance No. 4099, which amends various sections of Chapter 102, Utilities, of the Arvada City Code. A red box highlights a section of the text that lists several ordinances, including Ord. No. 4027, Ord. No. 4099, Ord. No. 4139, Ord. No. 4184, Ord. No. 4193, Ord. No. 4361, Ord. No. 4465, and Ord. No. 4524, all of which are hyperlinked. The text reads: "Ord. No. 4027, § 1, 10-16-2005; Ord. No. 4099, § 1, 11-19-2007, eff. 1-1-2008; Ord. No. 4139, § 1, 11-17-2008, eff. 1-1-2009; Ord. No. 4184, § 2, 10-19-2009, eff. 1-1-2010; Ord. No. 4193, § 1, 1-11-2010, eff. 7-1-2010, 1-1-2011; Ord. No. 4361, § 1, 10-22-2012, eff. 1-1-2013; Ord. No. 4411, § 1, 10-21-2013, eff. 1-1-2014; Ord. No. 4465, § 1, 10-20-2014, eff. 1-1-2015; Ord. No. 4524, § 1, 10-19-2015, eff. 1-1-2016)".

(One-Click access to the original ordinance in the OrdBank Repository)

The screenshot shows the City of Arvada Code of Ordinances website. The left sidebar lists various ordinances, including "Ordinance No. 4099", "Ordinance No. 4226", "Ordinance No. 5000", "Ordinance No. 5001", "Ordinance No. 5002", "Ordinance No. 5005", "Regulation No. R07-038", "Regulation No. R07-049", "Regulation No. R07-061", "Resolution No. R07-001", "Resolution No. R07-002", "Resolution No. R07-003", "Resolution No. R07-004", "Resolution No. R07-005", "Resolution No. R07-006", "Resolution No. R07-007", "Resolution No. R07-008", "Resolution No. R07-009", "Resolution No. R07-010", "Resolution No. R07-011", "Resolution No. R07-012", "Resolution No. R07-013", "Resolution No. R07-014", and "Resolution No. R07-015". The main content area displays a PDF of Ordinance No. 4099, which amends various sections of Chapter 102, Utilities, of the Arvada City Code. The PDF text reads: "COUNCIL BILL NO. 07-038
ORDINANCE NO. 4099
AN ORDINANCE AMENDING VARIOUS SECTIONS OF CHAPTER 102, UTILITIES, OF THE ARVADA CITY CODE PERTAINING TO WATER, WASTEWATER AND STORMWATER TAP FEES AND USERS RATES
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:
Section 1. Section 102-161. Residential water fees within city—Established, of the Arvada City Code is hereby amended and shall read as follows:
Sec. 102-161. Residential water fees within city.
Water fees for serving residential facilities within the corporate limits of the city are as follows:
(1) Tapping fee \$ 60.00
(2) Inspection fee:
a. 5/8", 3/4" and 1" meters \$45.00
b. 1 1/2" and larger meters \$80.00
(3) Tap fee determined from the following schedule:

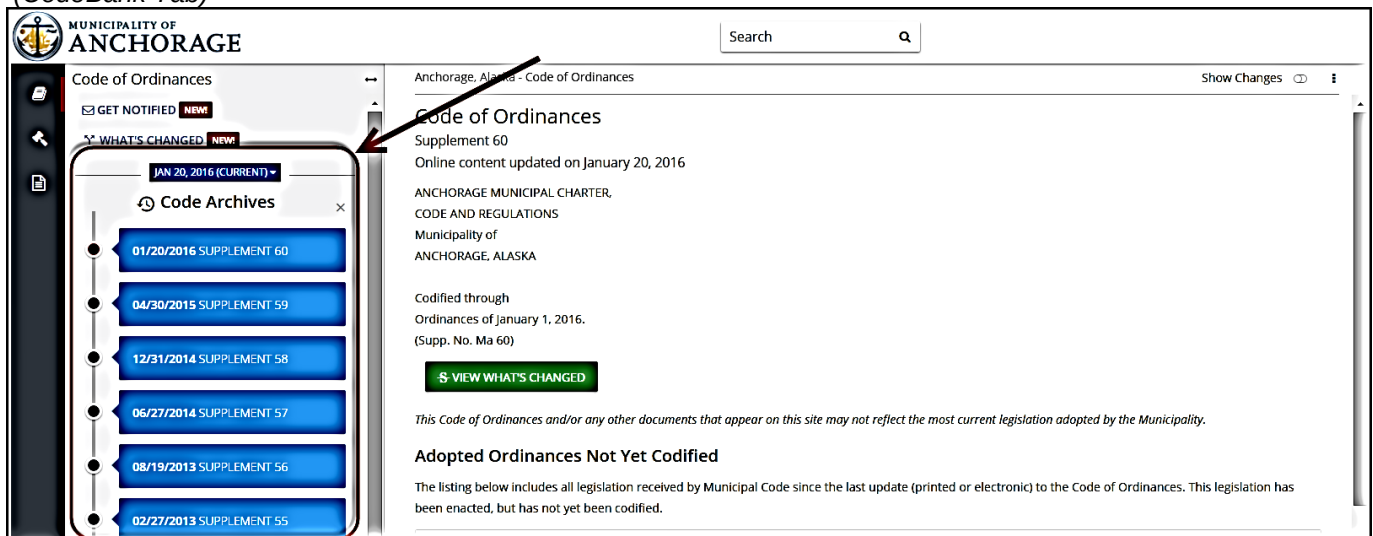
Type of Residence	Amount per Unit
a. Single-family.....	\$10,920.00
b. Duplex.....	\$8,190.00
c. Multifamily:	

OrdLink + OrdBank. Prior to incorporating the ordinances into your Code via supplementation, the OrdLink feature can hyperlink newly adopted ordinances to the section being amended. Linked sections are highlighted in the table of contents and links are created from the amended sections to the new ordinances. Once the linked ordinances are incorporated into your Code, they are added to your OrdBank repository and hyperlinked to your history notes. This service lets everyone know that new ordinances have been adopted.



CodeBank. Our CodeBank feature provides an online archival platform for previous supplements of your Code. Empower your staff and citizens to access every previous version of your Code with one click.

(CodeBank Tab)



CodeBank Compare. Our CodeBank Compare service is a powerful feature that provides users the ability to select a past version of your online Code and compare it to any other version of your online Code. The differences will be shown via highlights (added material) or strikethrough (deleted material). The CodeBank feature is required in order to access CodeBank Compare. Users will be notified of the changes in the table of contents and within the text of the Code via “modified,” “new” or “removed” badges. Users can also select an option to view all of the changes in a single view, complete with strikethrough and highlights showing the specific textual changes that were made. The CodeBank Compare service will show all amendments to your Code that were implemented during the most recent update.

eNotify. Our eNotify service allows users to enroll online and receive email notifications each time your online Code is updated. This will empower your staff and citizens to receive instant notifications every time your online Code is updated. The CodeBank Compare feature is required in order to utilize the eNotify service.

 **Get Notified**

Filling out this form will allow you to receive an email notification every time select publications are updated.

Note If you no longer wish to receive these notifications once signed up, you can unsubscribe via a link in the notification email.

Email
Enter email

Profession
Select One

Codes

- ☐ Unified Development Code
- ☐ Unified Development Ordinance
- ☒ Code of Ordinances

Sign up to be notified for all publications or narrow notifications to only one product.

Compare enhancements provided with our latest website upgrade include the ability to show changes in every version of the Code stored in CodeBank.

(Changes are shown in your Text Changes Tab and in your Table of Contents)

MUNICIPALITY OF ANCHORAGE

Code of Ordinances

Chapter 2.30 - RULES OF PROCEDURE FOR ASSEMBLY

2.30.010 - Organization; election of chair and vice chair.

2.30.020 - Breaking officer.

2.30.030 - Meetings. **modified**

2.30.040 - Appearance requests and audience participation.

2.30.050 - Introduction of ordinances; action on ordinances.

2.30.055 - Conduct of public hearing.

2.30.060 - Public hearings and action on proposed resolutions.

2.30.070 - Voting.

ANCHORAGE, Alaska - Code of Ord... > TITLE 2 - LEGISLATIVE BRANCH > Chapter 2.30 - RULES OF PROCE...

Show Changes

K. Executive sessions.

1. The assembly may recess to meet in executive session to discuss the following subjects if the express nature of the subject is stated in the motion calling for the session:

a. Pending a specific legal matter, including pending litigation;

b. Labor negotiations with municipal employees;

c. Matters that the immediate knowledge disclosed of which would clearly affect have adversely an adverse effect upon the finances of the municipality; or

d. Matters Subjects which that tend to damage or injure prejudice the reputation and character of persons any person, provided the person may request a public discussion.

Matters which by law, municipal charter, or ordinance are required to be confidential, or

Matters involving consideration of government records that by law are not subject to public disclosure.

2. No official action may be taken in executive sessions; except to give direction to an attorney or labor negotiator regarding a specific legal matter or pending labor negotiation. Although the public may be excluded, the session shall be electronically recorded. The tapes shall be available for public access according to the following schedule:

a. If the session concerns pending litigation, the release date shall be when all causes of action have been resolved by final judgment or when further claims arising from the matter are otherwise barred:

P CHANGED SECTIONS

ANCHORAGE MUNICIPAL CHARTER, CODE AND REGULATIONS **modified**

SUPPLEMENT HISTORY TABLE **modified**

TITLE 2 - LEGISLATIVE BRAN... **modified**

Chapter 2.30 - RULES OF PROCEDUR... **modified**

2.30.030 - Meetings. **modified**

TITLE 2 - LEGISLATIVE BRAN... **modified**

Chapter 2.50 - INITIATIVES, REFEREN... **modified**

2.50.090 - Effect of vote. **modified**

TITLE 3 - ADMINISTRATION / **modified**

Chapter 3.20 - EXECUTIVE ORGANIZA... **modified**

3.20.010 - Executive and administrative order. **modified**

(Show changes button and a custom banner are shown below)

City of Bonita Springs Florida

Code of Ordinances

 **GET NOTIFIED** **NEW**

WHAT'S CHANGED **NEW**

JAN 29, 2016 (CURRENT)

BONITA SPRINGS CITY CODE

PREFACE

SUPPLEMENT HISTORY TABLE **modified**

CHARTER

ARTICLE I. - [IN GENERAL]

ARTICLE II. - [EFFECTIVE DATE]

Bonita Springs, Florida - Code of Ordinances

Code of Ordinances

Supplement 2

Online content updated on January 29, 2016

BONITA SPRINGS CITY CODE

Codified through Ordinance No. 15-27, enacted December 2, 2015.

VIEW WHAT'S CHANGED

This Code of Ordinances and/or any other documents that appear on this site may not reflect the most current legislation adopted by the Municipality.

Show Changes

MuniDocs. MuniDocs Upload allows you to upload many types of documents to browse and search alongside your online code and is fully searchable and filterable. After users login, they are presented with a dashboard that allows them to upload new documents and manage previously uploaded documents. When uploaded, users are able to pick from a list of predefined document types

Name
Minutes
Agendas
Budgets
Resolutions
Applications
Forms
Policies
Manuals
Misc. Documents

Uploading a document is as simple as dragging and dropping the document from your computer into the upload dialog box on the admin dashboard. Uploaded documents are immediately converted to PDF and indexed for search. Users may upload .rtf, .doc, .docx, and .pdf documents and organize these documents by nested folders. The public can then browse and search these documents immediately.

Ahoskie > Minutes

UPLOAD FILES

NEW FOLDER

Name	Sort Date
Ord_2018-105 (4)	
19	
20	
20	
20	
Pla	

Upload files

Drop file(s) here or click to upload

Supported file types .doc, .docx, .pdf
Max file size 10 MB

Success! All files uploaded.

RESET

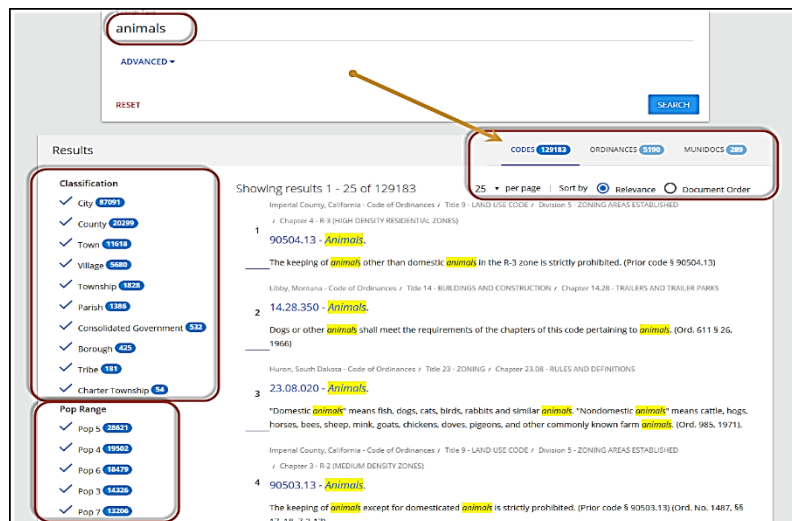
Name	Size	Status
Ord_2018-105 (4).pdf	144 KB	✓ Success

BACK TO DASHBOARD

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MuniPRO. MuniPRO Searching allows you to search the over 3,460 Codes we host (the entire country, a single state or individually selected Codes of your choosing). MuniPRO searches are ideal for researching local regulations of special interest or to find out how other communities are dealing with similar issues. If the IP based model is selected, only Multiple Code Searching is available. MuniPRO provides subscribers with the following tools:

- ★ **Multiple Code Search.** Search all Codes within one state, multiple Codes within one state, or search all Codes in the entire US hosted by Municode. Search results are sorted by relevancy and indicate the source publication, showing excerpts and keyword highlighting.
- ★ **MuniPRO Saved Searches.** Save frequently used or complex searches for easy retrieval from the MuniPRO Dashboard.
- ★ **MuniPRO Notes.** Create a note and attach it to any section in any publication. Note icons are present when viewing the section, alerting the user to a previously written note. A global listing of notes can be accessed and managed from the MuniPRO Dashboard.
- ★ **MuniPRO Drafts.** Begin a new ordinance draft to keep track of pending legislation. Drafts icons are present when viewing the section, alerting the user to a previously created draft. A global listing of drafts can also be accessed and managed from the MuniPRO Dashboard.



Additional Services Available from Municode

Municode offers a wide variety of services, all of which have been designed primarily to serve local governments. Please contact us for information and pricing on any of the services listed below, all of which may be purchased under this contract and all of which are competitively priced.

Website Design and Hosting Services

Let our team of web analysts and developers create or redesign a website for your municipality that provides your staff and citizens with a stunningly beautiful website that is simple for staff to use, easy for citizens to access, responsive, interactive, dynamic, and extremely efficient! Using the popular Drupal, open-source framework, we will work with you to understand your history, anticipate your future, define your priorities and achieve the long-term goals of your community.

When Municode designs your completely mobile friendly website, our goal is to improve your image and your community profile, increase the self-service capacity of your residents, and empower your staff to create, edit and maintain website content as simply and efficiently as possible. The result will be an unparalleled municipal website solution at a very compelling price.

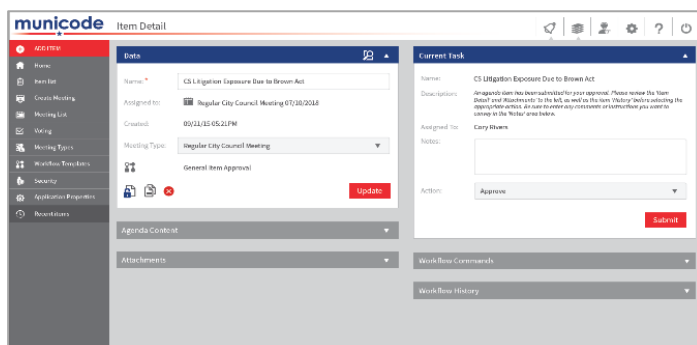


Meeting and Agenda Management

Municode provides a cloud-based agenda meeting management system that enables our clients to save time and money by streamlining and automating the agenda process. With zero set-up requirements, minimal budget impact, built in automatic upgrades and internal and external IT support issues managed directly by Municode's expert team of web analysts and system developers, your staff will spend significantly less time on agenda management, while still maintaining total administrative control of your agenda packets.

Municode provides the highest level of government transparency to your citizens. We will show you how to live stream your meeting videos at no cost and can provide archived video and audio linking capabilities that will allow your constituents to access the exact point in the meeting video where a specific piece of business is discussed. You can take roll call and record votes live in the meeting – and legislators can also vote directly from their Mac, PC, iPad, or Android device!

Other benefits include agenda process visibility, easy agenda updates, approval workflow, live Council voting & roll call, Email notifications, a Unified Document Search and automated approval routing. When you are ready to publish your Agenda, our “single click publishing” will provide you with automatic agenda and packet creations.



Payment and Presentment Services

Municode also offers traditional **Statement Printing and Mailing** services, **Lock Box** Payment Processing Services, Electronic Payments and **Customer Call Center** Outsourcing Solutions. Currently, nearly 100 municipalities trust Municode to process over 10 million statements annually. Costs for these services are competitively priced and transaction based with low to no implementation costs.

Laserfiche Enterprise Content Management Software and Services

MCCi understands the challenges organizations face every day with paper-based processes. We provide innovative solutions that transform these challenges into smart practices that improve efficiency, productivity and organizational structure. Recognized as one of the nation's top 20 Most Promising Government Technology Solution Providers, we are also the largest Laserfiche provider in the world. MCCi is passionate about helping organizations run their office more efficiently – saving time, money and resources! With 900 clients nationwide, MCCi is the largest provider of Laserfiche solutions in the world.

Digital Imaging Services

Through MCCi, Municode can help with your digital imaging services needs include scanning, indexing and integration of hard copy documents, electronic documents, and microfilm/microfiche. MCCi provides the most powerful index retrieval search engine available.



Open Records Request Software

JustFOIA is an affordable, easy to use, completely web-based hosted service that was created specifically to help you manage and track public records requests. Since JustFOIA is completely web-based, you are able to login anywhere that has an internet connection. You simply type in your customized web address and enter your credentials, safely and securely. Your service is available 24/7, every single day of the year.

JustFOIA helps agencies receive, track and report on open records requests. JustFOIA is a hosted solution that is user-friendly, affordable, and integrated with Laserfiche Enterprise Content Management.



Internet-based Document Editing and Presentation System

enCodePlus is a unique Internet-based document editing and presentation system used for authoring, displaying, and managing all aspects of land development regulations or zoning ordinances. Developed by community planners, **encodePlus** assists in the creation of land development and zoning ordinances that are fully customizable, easy to navigate and rich with features including GIS interactive mapping, a "Land Use Look Up" tool, hyperlinking to outside resources, historical archiving and in-line graphics.

From its humble beginnings as a stand-alone Windows PC program, **enCodePlus** has matured to meet the needs of an innovative and exacting group of land use code writers and their client communities. To learn more about how **enCodePlus** can be an economic driver for your municipality and positively impact the transparency and navigability of your zoning or land development ordinance, please visit this link: <http://www.encodeplus.com/>





Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Kris Riemann, Director
Engineering

Date: 10/31/2018

Subject: Resolution - approving an Application to Gulf Regional Planning Commission to Fund a Pedestrian Sidewalk Study along U.S. Highway 49, South of Creosote Road.

Recommendation:

Memorandum – City of Gulfport

To: Mayor Billy Hewes

CC: Dr. John Kelly, CAO

Gulfport City Council Members

Wayne Miller, Public Works

Linda Elias, Finance

From: Kris Riemann, P.E.

RKR

Date: 11/1/18

Re: Recommendation to Approve an Application to Gulf Regional Planning Commission to Fund a Pedestrian Sidewalk Study Along U.S. Highway 49 South of Creosote Road

Attached for your consideration is the above referenced application for submittal to Gulf Regional Planning Commission. The objective of the study is to evaluate the pedestrian access and the traffic congestion along U.S. Highway 49 and make recommendations for short and long term projects that would help create better and safer pedestrian usage. This study will provide a topographic survey, identify utility issues, develop a conceptual design, calculate cost estimates, and deliver a written final report.

The proposed project will be to install sidewalks on both sides of Highway 49 from Creosote Road to Turkey Creek. In addition, we will study changes to striping and installing pedestrian signals at the current traffic signal locations.

No funding is currently needed. This is just to submit the application. The cost of the study, if approved, will be \$150,000.00. The Federal Highway Administration/MDOT funds used for studies through Gulf Regional Planning Commission will pay for 80% or \$120,000.00. The remaining 20% or \$30,000.00 would be paid by the City.

I recommend approval of this application. Please place this item on the November 20, 2018 Council Agenda. Thank you for your consideration in this matter.

Attachments: 1. Application



MPO STUDY/TECHNICAL REPORT APPLICATION

LOCAL PUBLIC AGENCY (LPA)

Jurisdiction/agency: City of Gulfport	Date: 10/30/18
Prepared by: Robert K. Riemann	
LPA contact person: Robert K. Riemann	
Study/report name: Highway 49 Pedestrian Sidewalk from Creosote Road to Turkey Creek	
Study/report area: Highway 49 from Creosote Road to Turkey Creek	
Project description: Install Sidewalks on both sides of Highway 49, improve striping and signals	

Is this project included in Mississippi Gulf Coast 2040 Long Range Transportation Plan? ☐ YES ☒ NO

MPO TECHNICAL REPORT is used to document and prepare a project for funding allocation. It is based on the findings of a previous study including but not limited to MPO planning or MPO Studies (described below).

Review planning recommendations	☒ YES ☐ NO
Identify issues (ROW, utilities, encroachments)	☒ YES ☐ NO
Topographic survey	☒ YES ☐ NO
Develop conceptual design	☒ YES ☐ NO
Develop cost estimates	☒ YES ☐ NO
Written report of findings	☒ YES ☐ NO
Other:	

MPO STUDIES provide a comprehensive analysis used to develop recommendations where a broad idea has been proposed. This includes the evaluation of options that meet mobility, environmental and community needs by addressing challenges early to maximize the benefits of a project.

Identify purpose and need	☒ YES ☐ NO
Traffic and accident data collection and evaluation	☒ YES ☐ NO
Land use and demographics data collection and consideration	☒ YES ☐ NO
Identify issues (ROW, utilities, encroachments)	☒ YES ☐ NO
Identify existing conditions and deficiencies (freight, congestion, safety, etc.)	☒ YES ☐ NO
Analyze future traffic and identify future needs	☐ YES ☒ NO
Review existing plans	☒ YES ☐ NO
Host steering committee meetings of stakeholders	☐ YES ☒ NO
Alternative development and analysis	☒ YES ☐ NO
Topographic survey	☒ YES ☐ NO
Environmental screening	☐ YES ☒ NO
Develop conceptual design	☒ YES ☐ NO
Develop cost estimates	☒ YES ☐ NO
Public review and public meeting (<i>Targeted outreach if necessary</i>)	☐ YES ☒ NO
Written report of findings	☒ YES ☐ NO
Other:	

PROJECT COST: Federal: 120,000 Local: 30,000 Total: 150,000

SUBMIT TO: David Taylor, GRPC, 1635 Popp's Ferry Rd, Biloxi, MS 39532. Email: dtaylor@grpc.com



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Human Resources

Date: 11/14/2018

Subject: Resolution - authorizing the Mayor to provide written Notice of Intent not to renew Agreement with Five Points ICT, Inc., and for related purposes.

Recommendation:

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

**A RESOLUTION TO AUTHORIZE THE MAYOR TO PROVIDE WRITTEN NOTICE OF
INTENT NOT TO RENEW AGREEMENT WITH FIVE POINTS ICT, INC., AND FOR
RELATED PURPOSES**

WHEREAS, in 2014, the City of Gulfport entered into a Sales and Service Agreement with Five Points ICT, Inc. (hereinafter, Five Points), pursuant to which Five Points was to provide certain and various services for the City of Gulfport pertaining to employee benefits and on-line selection of benefits by employees; and

WHEREAS, the City wishes to non-renew the Sales and Service Agreement with Five Points in accord with the terms of the said Agreement; and

WHEREAS, the Sales and Service Agreement between the City and Five Points provides that either party may provide written notice of its intent not to renew the Agreement so long as the notice is provided at least thirty (30) days prior to the end of the Initial Term or any Renewal Term; and

WHEREAS, because the current Renewal Term expires on December 31, 2018, timely notice of nonrenewal may be provided by the City in accord with the terms of the Sales and Service Agreement pursuant to the draft letter attached hereto as Exhibit "A"; and

WHEREAS, it is the opinion of the City Council that providing notice of intent not to renew the Sales and Service Agreement with Five Points is in the best interest of the City.

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

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

Section 2. That the City of Gulfport, by and through its Mayor, is hereby authorized to provide written notice, in substantially the form attached hereto in Exhibit "A", of the City's intent not to renew its Sales and Service Agreement with Five Points ITC, 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

November 21, 2018

Mr. Joshua Barnett, Vice President
Five Points ICT, Inc.
377 Riverside Drive, Suite 200
Franklin, TN 37064

Dear Mr. Barnett,

As per the terms of our contract we are providing you with written notice of our intention not to renew our contract with your company, Five Points, ICT, Inc. This notice is being provided at least thirty (30) days prior to the end of the current Renewal Term. This will become effective December 31, 2018, the last day of the current Renewal Term.

Please advise if additional information is needed.

Sincerely,

Billy Hewes
Mayor



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Deana Burns, Administrative Assistant
Police Department

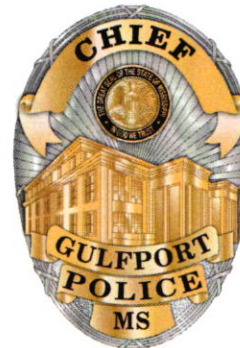
Date: 11/09/2018

Subject: Resolution - requesting sale of sidearm to Deputy Chief Chris Loposser upon his retirement from the City of Gulfport and setting the amount to be paid for said firearm pursuant to Mississippi Code Annotated § 45-9-131 (rev. 2014).

Recommendation:

Gulfport Police Department

Memorandum



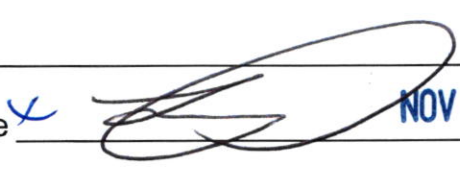
To: Mayor Bill Hewes
From: Chief Leonard Papania
Date: Tuesday, November 6, 2018
Re: **Purchase of Duty Weapon for Retired Officer:
Christopher G. Loposser**

I am requesting that the City Council authorize the Gulfport Police Department to sell the below described handgun to Deputy Chief Chris Loposser, who will retire from the Gulfport Police Department, effective December 1, 2018. This action is in compliance with **MS Code § 45-9-131**. Based on the fee previously approved, the charge will be \$4.51. Please place this item on the next council agenda.

(1) Glock 17 – GEN 5 9mm handgun Serial #BGLZ 852 / Asset #0033053

I appreciate your consideration of this request.

Comptroller _____

Director of Police  _____

NOV 08 2018

CAO _____ Mayor _____



For General Finance Office Only

Date Entered: _____

Entered By: _____

**City of Gulfport
Fixed Asset
Transfer / Disposal Form**

Date of Transaction: 11/06/2018

Transaction Type: ☒ Retire/Dispose ☐ Transfer Adjust
(Please Circle) Auction Improve Update Location Memo

Department Initiating Action (code and description): 213-Police

If Transfer, Department Transferred to (code and description): _____

Location Transferred to (Bldg) _____

City ID Number: Asset # 0033053

Asset Description: Glock 17 - Gen 5 - 9mm Handgun

Serial Number or VIN: BGLZ 852

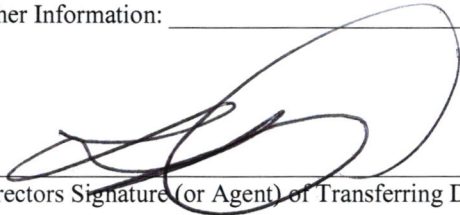
Mileage (if applicable): _____

Reason for Transaction: Retirement of Law Enforcement Officer (Christopher G. Loposser)

Update Location Memo: _____

Date of Auction (if auction): _____

Other Information: _____


Directors Signature (or Agent) of Transferring Dept.

Date

NOV 08 2018

Directors Signature (or Agent) of Transferring Dept.

Date

Gulfport Police Department

Memorandum

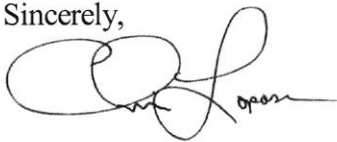
Date: November 6, 2018
To: Chief Leonard Papania
From: Deputy Chief Chris Lopusser
Re: **Duty Weapon - Request to purchase**

Chief Papania,

According to the Gulfport Police Department General Order Policy 1.29 *Retirement Purchase of Firearm*, I would like to respectfully request to purchase my duty weapon upon my retirement effective **December 1, 2018** in accordance with Mississippi Code 45-9-131.

Thanking you in advance for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chris Lopusser', with a stylized flourish at the end.

Chris Lopusser



C. Loposser

Policy Number 1.29

Subject: Retirement Purchase of Firearms		
Distribution: All Sworn Personnel	Effective Date: February 13, 2017	Number of Pages: Page 1 of 1
Revision Date(s): March 29, 2017		

1. SCOPE

This policy is directed to all sworn police personnel.

2. POLICY

All sworn personnel of the Gulfport Police Department who shall honorably retire have the opportunity to purchase their service weapon from the City of Gulfport.

3. MISSISSIPPI CODE §45-9-131

§45-9-131 - Purchase of Sidearm by Retiring Member of Municipal or County Law Enforcement Agency.

Upon approval of the governing authorities of the municipality or county, a member of any municipal or county law enforcement agency who retires under any state retirement system or any state-approved retirement system may be allowed to purchase as his personal property one (1) sidearm which was issued to him by the law enforcement agency from which he retired.

The governing authorities of the municipality or county shall determine the amount to be paid for the firearm by the retiring member of the law enforcement agency.

4. REQUEST / APPROVAL PROCEDURES

Employees who elect to purchase their service weapon and meet the criteria of retirement shall submit a letter of request to the Chief of Police for approval. The letter then shall be forwarded to the City Council for final ratification of the purchase.

5. PAYMENT PLAN

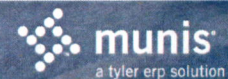
A. Other Provisions

- 24 years of Service
- 1) Employees who meet the criteria of a retirement through any state approved retirement system may be allowed to purchase their side arm for 1% of the cost of his weapon.
 - 2) Employees who have twenty-six years of service or greater shall pay \$1.00 for their sidearm upon the approval of the Chief of Police and ratification by the City Council.
 - 3) Employees shall give the office of the Chief of Police the request in writing and when practical, at least thirty (30) days prior to retirement.

RESTRICTED LAW ENFORCEMENT DATA

The data contained within this policy is proprietary and will not be duplicated, disclosed, or discussed, without the written permission of the Chief of Police. Data subject to this restriction is contained throughout this policy.

C. Laposser



11/08/2018 14:37
dnorton

CITY OF GULFPORT
FIXED ASSET WORKSHEET

P 1
famstmnt

ASSET # 2216122	MASTER ASSET	DESCRIPTION	WEAPON PISTOL GLOCK 17 GEN5 9MM SEMIAUT	
CLASS M1 MACHINERY & EQU	FUND SOURCE	MAINT CONT	Y	INSURED N
SUBCL E04 WEAPONS	ACQUIS METH WR WARRANTY	VENDOR DESC	Vendor Name Mi	CARRIER
COMMODITY 68052	ACQUIS DATE 01/24/2018	TYPE G		INSURED VAL 0.00
DEPT 213 Police	ACQUIS COST 481.00	EXPIRE DATE		EXPIRE DATE
LOC CODE 2001 POLICE HEADQUAR	ACRES 0.000	ANNUAL COST	0.00	POLICY CST 0.00
LOC MEMO	QTY 1	MEMO		MEMO
ROOM 5012	UNIT PRICE 0.00			
STORAGE LOC	PURCH MEMO WARRANTY REPLACE ADD A			
STATUS A ACTIVE	SOY BOOK 481.00	DEPRECIATE N		
CONDITION N NEW	CURRENT BOOK 481.00	DEPREC PRIN	432.90	
CUSTODIAN POLICE CHIEF	EST SALVAGE 0.00	FIRST YR/PR	/00	LAST YR/PR /00
TITLEHOLDER	REPL COST 481.00	EST LIFE 10		
TAG # 0033053	LAST INVENT 05/09/2018	PERIODS TAKEN 0		
SERIAL # BGLZ852	IMPROVE MEMO	ACCUM DEPREC	0.00	
MANUFACTURER GLOCK GLOCK INC.	RETIRE DATE			
MODEL G17 GEN5	DISP CODE			
MODEL YEAR 2018	DISP PRICE 0.00			
LICENSE #	SALE PRICE 0.00			
VEND # 290	PO # 196697	DOCUMENT #	INVOICE #	INV DATE
				INV AMT 30.00

User-Defined Fields

Field Name	Value
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G/L Accounts

TYPE	DESC	ORG	OBJ	PROJ	PERCENT
1	ASSET	700	141300		100.00
2	CONTRA	700	300400		100.00
5	DEPRECIATION EXPENSE	700212	670100		100.00
6	ACCUMULATED DEPRECIATION	700	142000		100.00

PO Accounts

ORG	OBJ	PROJ	AMOUNT
213	612800		30.00
276	630100		451.00

-Weapon cost

\$4.51

11/08/2018 14:37
dnorton

CITY OF GULFPORT
FIXED ASSET WORKSHEET

P 2
famstmnt

** END OF REPORT - Generated by Deana Norton **

C. Lopoesser

Deana Burns

From: Cassie Necaie
Sent: Monday, November 05, 2018 1:17 PM
To: Deana Burns
Subject: LOPOSSER'S RETIREMENT WEAPON

Property Details					
Category	WEAPON		Sub-Category	GLOCK 17	
Description	GLOCK 17 GEN 5 SN/BGLZ852				
Size		Purchase Date		Exp. Date	
Location	OUT OF SERVICE	Inventory #	33053	Serial #	BGLZ852
Notes	DEPUTY CHIEF LOPOSSER				
Out of Service	☐	Disposition	RETIRED	Disposition Date	
Disp. Notes					
Issued To	LOPOSSER, C G		Personnel	Return	View Log

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

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
APPROVING SALE OF SIDEARM TO DEPUTY CHIEF CHRIS LOPOSSER UPON
HIS RETIREMENT FROM THE CITY OF GULFPORT AND SETTING THE AMOUNT
TO BE PAID FOR SAID FIREARM PURSUANT TO
MISSISSIPPI CODE ANNOTATED § 45-9-131 (REV. 2014)**

WHEREAS, Mississippi law provides that, upon approval by the governing authorities, a member of any municipal law enforcement agency who retires under any state or state approved retirement system may purchase his personal sidearm from the municipality at a cost to be determined by the governing authorities; and

WHEREAS, Deputy Chief Chris Lopusser, of the Gulfport Police Department, is retiring from the City of Gulfport, and his retirement is pursuant to a state or state-approved retirement system; and

WHEREAS, Deputy Chief Lopusser has expressed his desire to purchase his personal sidearm from the City at the time of his retirement; and

WHEREAS, the Gulfport Police Department has advised that the proper charge for the sidearm is \$4.51.

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 Gulfport Police Department is authorized to sell to Deputy Chief Chris Loposser, in light of his retirement, his personal sidearm at a cost to Deputy Chief Loposser of \$4.51.

SECTION 3. That this Resolution shall be spread upon the minutes of the Gulfport City Council and shall be effective according to law.

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Deana Burns, Administrative Assistant
Police Department

Date: 11/09/2018

Subject: Resolution - requesting sale of sidearm to Officer Perry Byrd upon his retirement from the City of Gulfport and setting the amount to be paid for said firearm pursuant to Mississippi Code Annotated § 45-9-131 (rev. 2014).

Recommendation:

Gulfport Police Department

Memorandum



To: Mayor Bill Hewes
From: Chief Leonard Papania
Date: Tuesday, November 6, 2018
Re: **Purchase of Duty Weapon for Retired Officer:
Perry Byrd**

I am requesting that the City Council authorize the Gulfport Police Department to sell the below described handgun to Officer Perry Byrd, who retired from the Gulfport Police Department, effective October 1, 2018. This action is in compliance with **MS Code § 45-9-131**. Based on the fee previously approved, the charge will be \$3.69. Please place this item on the next council agenda.

(1) Glock 43 – 9mm handgun Serial #BEVW 950 / Asset #0019245

I appreciate your consideration of this request.

Comptroller _____

Director of Police  _____

NOV 08 2018

CAO _____ Mayor _____



For General Finance Office Only

Date Entered: _____

Entered By: _____

**City of Gulfport
Fixed Asset
Transfer / Disposal Form**

Date of Transaction: 11/06/2018

Transaction Type: ☒ Retire/Dispose Transfer Adjust
(Please Circle) Auction Improve Update Location Memo

Department Initiating Action (code and description): 213-Police

If Transfer, Department Transferred to (code and description): _____

Location Transferred to (Bldg) _____

City ID Number: Asset # 0019245

Asset Description: Glock 43 - 9mm Handgun

Serial Number or VIN: BEVW 950

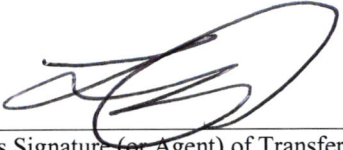
Mileage (if applicable): _____

Reason for Transaction: Retirement of Law Enforcement Officer (Perry Byrd)

Update Location Memo: _____

Date of Auction (if auction): _____

Other Information: _____



Directors Signature (or Agent) of Transferring Dept.

NOV 08 2018
Date

Directors Signature (or Agent) of Transferring Dept. Date

Gulfport Police Department

Memorandum

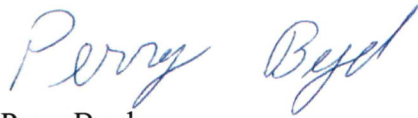
Date: September 6, 2018
To: Chief Leonard Papania
From: Officer Perry Byrd
Re: **Duty Weapon - Request to purchase**

Chief Papania,

According to the Gulfport Police Department General Order Policy 1.29 *Retirement Purchase of Firearm*, I would like to respectfully request to purchase my duty weapon upon my retirement effective **October 1, 2018** in accordance with Mississippi Code 45-9-131.

Thanking you in advance for your consideration.

Sincerely,



Perry Byrd



P. Byrd

Policy Number 1.29

Subject: Retirement Purchase of Firearms		
Distribution: All Sworn Personnel	Effective Date: February 13, 2017	Number of Pages: Page 1 of 1
Revision Date(s): March 29, 2017		

1. SCOPE

This policy is directed to all sworn police personnel.

2. POLICY

All sworn personnel of the Gulfport Police Department who shall honorably retire have the opportunity to purchase their service weapon from the City of Gulfport.

3. MISSISSIPPI CODE §45-9-131

§45-9-131 - Purchase of Sidearm by Retiring Member of Municipal or County Law Enforcement Agency.

Upon approval of the governing authorities of the municipality or county, a member of any municipal or county law enforcement agency who retires under any state retirement system or any state-approved retirement system may be allowed to purchase as his personal property one (1) sidearm which was issued to him by the law enforcement agency from which he retired.

The governing authorities of the municipality or county shall determine the amount to be paid for the firearm by the retiring member of the law enforcement agency.

4. REQUEST / APPROVAL PROCEDURES

Employees who elect to purchase their service weapon and meet the criteria of retirement shall submit a letter of request to the Chief of Police for approval. The letter then shall be forwarded to the City Council for final ratification of the purchase.

5. PAYMENT PLAN

A. Other Provisions

- 1) Employees who meet the criteria of a retirement through any state approved retirement system may be allowed to purchase their side arm for 1% of the cost of his weapon.
- 2) Employees who have twenty-six years of service or greater shall pay \$1.00 for their sidearm upon the approval of the Chief of Police and ratification by the City Council.
- 3) Employees shall give the office of the Chief of Police the request in writing and when practical, at least thirty (30) days prior to retirement.

RESTRICTED LAW ENFORCEMENT DATA

The data contained within this policy is proprietary and will not be duplicated, disclosed, or discussed, without the written permission of the Chief of Police. Data subject to this restriction is contained throughout this policy.

Deana Burns

Perry Byrd

From: Cassie Necaie
Sent: Wednesday, September 19, 2018 10:12 AM
To: Deana Burns
Subject: BYRDS GLOCK 43

Property Details

Category	WEAPON	Sub-Category	GLOCK 43				
Description	GLOCK 43 SN/ BEVW950						
Size		Purchase Date		Exp. Date		Cost	0.00
Location	EMPLOYEE	Inventory #	19245	Serial #	BEVW950	Bar Code #	
Notes							
Out of Service	☐	Disposition	ISSUED	Disposition Date			
Disp. Notes							
Issued To	BYRD, P M	Personnel		Return		View Log	

P. Byrd



11/08/2018 14:38
dnorton

CITY OF GULFPORT
FIXED ASSET WORKSHEET

P 1
famstmnt

ASSET # 0019245	MASTER ASSET	DESCRIPTION	WEAPON PISTOL GLOCK 43 9MM SEMIAUTO SUBC
CLASS M1 MACHINERY & EQU	FUND SOURCE 05	MAINT CONT Y	INSURED N
SUBCL E04 WEAPONS	ACQUIS METH AF FORFEITURE	VENDOR DESC Vendor Name Mi	CARRIER
COMMODITY 68052	ACQUIS DATE 06/13/2017	TYPE G	INSURED VAL 0.00
DEPT 213 Police	ACQUIS COST 368.60	EXPIRE DATE	EXPIRE DATE
LOC CODE 2001 POLICE HEADQUAR	ACRES 0.000	ANNUAL COST 0.00	POLICY CST 0.00
LOC MEMO	QTY 1	MEMO	MEMO
ROOM 7284	UNIT PRICE 0.00		
STORAGE LOC	PURCH MEMO		
STATUS A ACTIVE	SOY BOOK 368.60	DEPRECIATE N	
CONDITION N NEW	CURRENT BOOK 368.60	DEPREC PRIN 368.60	
CUSTODIAN POLICE CHIEF	EST SALVAGE 0.00	FIRST YR/PR 2017/11	LAST YR/PR /00
TITLEHOLDER	REPL COST 368.60	EST LIFE 10	
	LAST INVENT 05/09/2018	PERIODS TAKEN 0	
TAG # 0019245	IMPROVE MEMO	ACCUM DEPREC 0.00	
SERIAL # BEVW950			
MANUFACTURER GLOCK GLOCK INC.			
MODEL G43	RETIRE DATE		
MODEL YEAR 2017	DISP CODE		
LICENSE #	DISP PRICE 0.00		
	SALE PRICE 0.00		
VEND # 34931	PO # 193360	DOCUMENT # 222468	INVOICE # 001153510
			INV DATE 08/09/2017
			INV AMT 368.60

User-Defined Fields

Field Name	Value
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G/L Accounts

TYPE	DESC	ORG	OBJ	PROJ	PERCENT
1	ASSET	700	141300		100.00
2	CONTRA	700	300400		100.00
5	DEPRECIATION EXPENSE	700212	670100		100.00
6	ACCUMULATED DEPRECIATION	700	142000		100.00

PO Accounts

ORG	OBJ	PROJ	AMOUNT
276	630100		368.60

#3.69

11/08/2018 14:38
dnorton

CITY OF GULFPORT
FIXED ASSET WORKSHEET

P 2
famstmnt

** END OF REPORT - Generated by Deana Norton **

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

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
APPROVING SALE OF SIDEARM TO OFFICER PERRY BYRD UPON HIS
RETIREMENT FROM THE CITY OF GULFPORT AND SETTING THE AMOUNT TO
BE PAID FOR SAID FIREARM PURSUANT TO
MISSISSIPPI CODE ANNOTATED § 45-9-131 (REV. 2014)**

WHEREAS, Mississippi law provides that, upon approval by the governing authorities, a member of any municipal law enforcement agency who retires under any state or state approved retirement system may purchase his personal sidearm from the municipality at a cost to be determined by the governing authorities; and

WHEREAS, Officer Perry Byrd, of the Gulfport Police Department, has retired from the City of Gulfport, and his retirement was pursuant to a state or state-approved retirement system; and

WHEREAS, Officer Byrd has expressed his desire to purchase his personal sidearm from the City at the time of his retirement; and

WHEREAS, the Gulfport Police Department has advised that the proper charge for the sidearm is \$3.69.

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 Gulfport Police Department is authorized to sell to Officer Perry Byrd, in light of his retirement, his personal sidearm at a cost to Officer Perry Byrd of \$3.69.

SECTION 3. That this Resolution shall be spread upon the minutes of the Gulfport City Council and shall be effective according to law.

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Karen McCarty, Grants Management
Community Development

Date: 11/09/2018

Subject: Resolution - approving Modification #4 to the Grant Agreement between City of Gulfport and Mississippi Development Authority, Contract R-109-202-07-KCR, Brickyard Bayou Drainage Improvements, Phase II 2B.

Recommendation: Recommendation by City Administration, City Engineer

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

**A RESOLUTION APPROVING MODIFICATION NO. 4 TO THE
GRANT AGREEMENT CONCERNING CDBG,
CONTRACT R-109-202-07-KCR, “BRICKYARD BAYOU DRAINAGE”**

WHEREAS, on a prior date, the Gulfport City Council authorized execution of a Grant Agreement with the Mississippi Development Authority (Contract R-109-202-07-KCR) which pertains to the CDBG funds awarded the City for the “Brickyard Bayou Drainage” project; and

WHEREAS, in the course of the administration of the grant, it became necessary to modify the budget for the project and extend the contract term as more fully set forth in the documents attached hereto as Exhibit “A”; and

WHEREAS, it is necessary that the City Council approve Modification Number 4 and “Budget Amendment Request” (attached hereto as Exhibit “A”).

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

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

SECTION 2. That Modification Number 4 and the “Budget Amendment Request” in which the modification is embodied be and the same are hereby approved by the Gulfport City Council and the Chief Administrative Officer be and he is hereby authorized to execute the same on behalf of the City.

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

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Kris Riemann, Director
Engineering

Date: 11/01/2018

Subject: Resolution - authorizing acceptance of Public Trust Tidelands Grant Award for the Bernard and Brickyard Bayou Blueway Kayak Launch Project, authorizing the Mayor to execute any and all documents required to accept the same, and for related purposes.

Recommendation:

Memorandum – City of Gulfport

To: Connie Debenport, Purchasing

CC: Mayor Billy Hewes

Dr. John Kelly, CAO

Linda Elias Wilson, Finance

Wayne Miller, P.E., Public Works

Gus Wesson, Leisure Services

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

Date: 11/1/18

Re: Recommendation to Approve Tidelands Grant Award

- Bernard and Brickyard Bayou Blueway Kayak Launch

Attached for your consideration is the Tidelands Grant Agreement for Fiscal Year 2019 for the above referenced project. The amount of the grant is \$275,000.00.

The project consists of the engineering design, furnishing materials, labor, and equipment for certain improvements to install kayak launches, modifications and upgrades to the existing City of Gulfport boat launch areas, and installation of kiosks. The project is conforms to the Blueways Plan completed for the City.

The project is funded 100% by the Grant.

I recommend approval. Please place this item on the November 20, 2018 Council Agenda.

This item has been approved by:

Mayor or C.A.O. _____

Attachments:

1. Joe Spraggins, Letter dated 10/13/18
2. Tidelands Grant Agreement
3. Overall Plan for Project



STATE OF MISSISSIPPI

Phil Bryant
Governor

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

Joe Spraggins, Executive Director

October 23, 2018

Mayor Billy Hewes
P.O. Box 1780
Gulfport, MS 39501

Re: Tidelands Grant Award – Bernard and Brickyard Bayou Blueway Kayak Launch

Dear Mayor Hewes:

I am pleased to announce the City of Gulfport has been awarded a Public Trust Tidelands grant for the above referenced project by the Mississippi Legislature. This award was authorized during the 2018 Mississippi Legislative session.

I have attached the Tidelands Grant Agreement, please sign and return original to our office.

The authorized award for this project is listed below:

FY19- Bernard and Brickyard Bayou Blueway Kayak Launch- \$275,000.00

Thank you for making the Mississippi Gulf Coast a better place to live and work. Please feel free to contact me at any time should the Mississippi Department of Marine Resources be of service to you, (P)228-523-4011 or joe.spraggins@dmr.ms.gov.

In appreciation,


Joe Spraggins
Executive Director

cc: Gus L. Wesson



FY19-P603-05

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

Tidelands Grant Agreement City of Gulfport FISCAL YEAR 2019

City of Gulfport hereby agrees to expend funds as authorized by the Mississippi Legislature in H.B. 1606 2018 Regular Session and Mississippi Code Section 29-15-9.

The Mississippi Department of Marine Resources will disburse funds in the amount of \$ 275,000 for the Bernard and Brickyard Bayou, upon (1) receipt of this signed document; (2) MDMR possession of amended application with complete and final project designs and plans; (3) release of funds from the Mississippi Department of Finance and Administration; and (4) availability of said funds. The Mississippi Department of Marine Resources shall make progress payments in installments based on work completed and material used in the performance of a Tidelands project only after receiving written verification using Form TTF-3 (Attachment 1) and Form TTF-4 or Form TTF-5.

The **City of Gulfport** agrees to:

- 1) Expend monies for the project as designated by the Legislature in H.B. 1606 2018 Regular Session for Bernard and Brickyard Bayou and Mississippi Code Section 29-15-9, and be subject to an audit by the State Auditor.
- 2) Provide the Department of Marine Resources with detailed reports beginning Jan 31, 2019, and every six months thereafter for the duration of project, using the attached form TTF-4 (Attachment 2). Project reports will include:
 - Final project design and budget
 - Benefits to the public and community
 - Visual presentation (photographs) of project
 - Narrative description of project
 - Description of Work Completed
 - Milestones for Completion
 - Funds expended (to include Tidelands and Matching Funds)
- 3) Provide the Department of Marine Resources with a Notification of Completion – TTF-5 (to be included in final payment request-Form TTF-3) to include a detailed final report of entire project, using the attached forms (Attachment 3).
- 4) Erect a prominent, permanent sign to be displayed at all funded public access and construction related projects. The sign shall read "Funds for this project appropriated by the Mississippi Legislature, 2019 Tidelands Trust Fund, through the Secretary of State, Delbert Hosemann, and the Mississippi Department of Marine Resources."

On behalf of the **City of Gulfport** I have read, understand, and agree to all terms listed above, and recognize that failure to comply with any portion of this Grant Agreement could jeopardize the receipt of any future Tidelands Trust Funds Appropriations.


Joe Spraggins, Executive Director
Department of Marine Resources

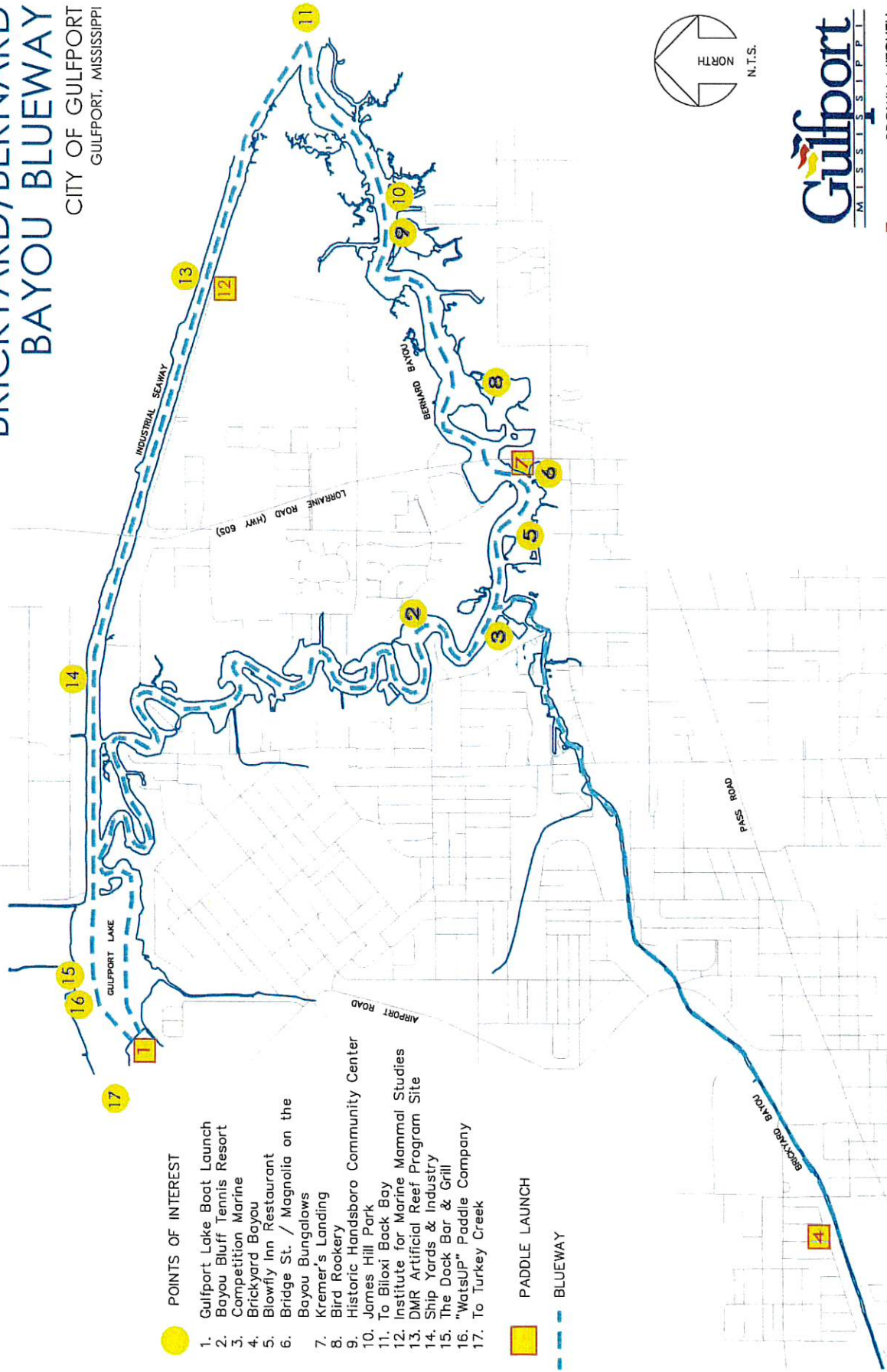
10-25-18
Date

Billy Hewes, Mayor
City of Gulfport

Date

OVERALL PLAN BRICKYARD/BERNARD BAYOU BLUEWAY

CITY OF GULFPORT
GULFPORT, MISSISSIPPI



POINTS OF INTEREST

1. Gulfport Lake Boat Launch
2. Bayou Bluff Tennis Resort
3. Competition Marine
4. Brickyard Bayou
5. Blowfly Inn Restaurant
6. Bridge St. / Magnolia on the Bayou Bungalows
7. Kremer's Landing
8. Bird Rookery
9. Historic Handsboro Community Center
10. James Hill Park
11. To Biloxi Back Bay
12. Institute for Marine Mammal Studies
13. DMR Artificial Reef Program Site
14. Ship Yards & Industry
15. The Dock Bar & Grill
16. "WatsUp" Paddle Company
17. To Turkey Creek

PADDLE LAUNCH

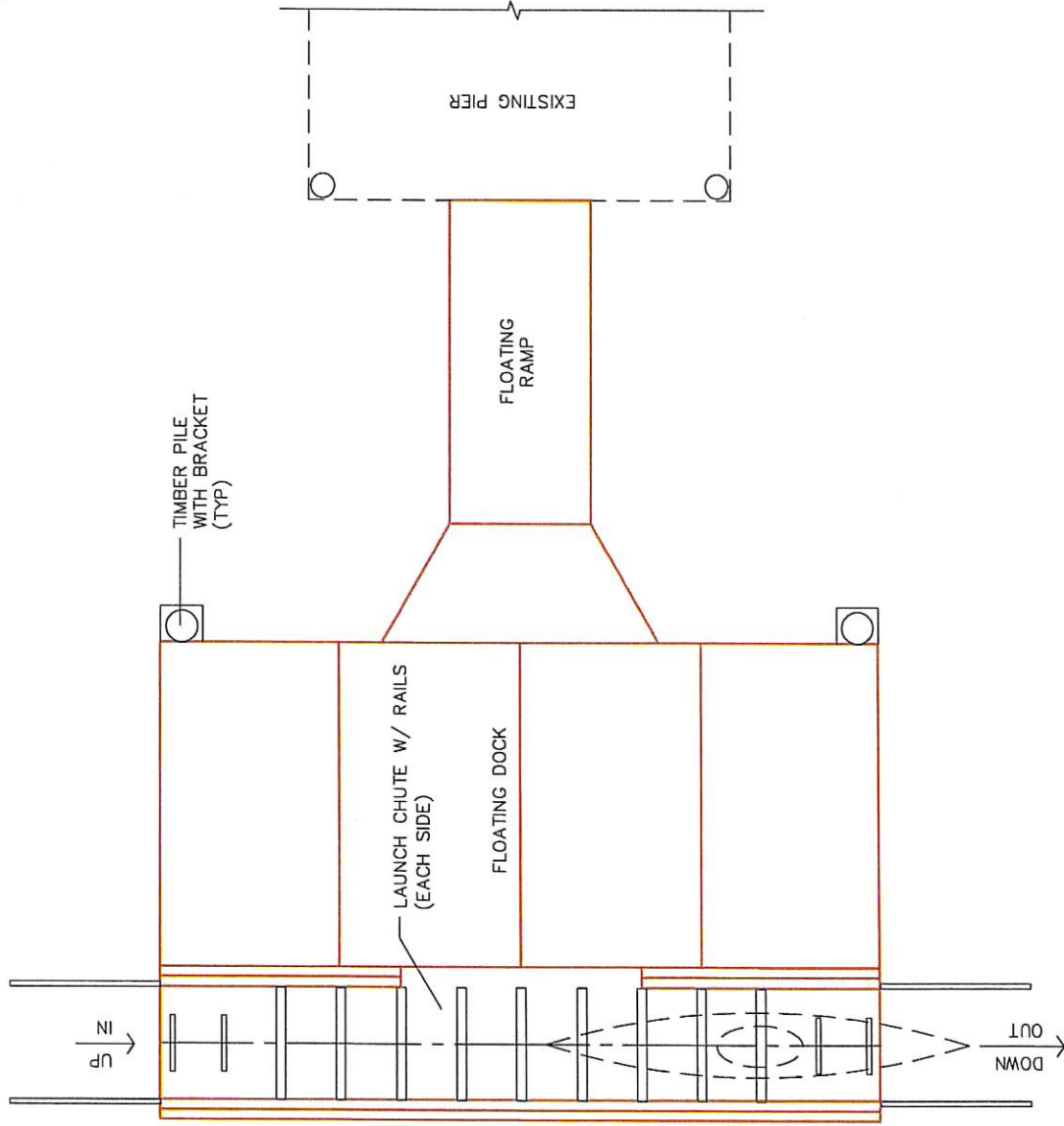
BLUEWAY



Gulfport
MISSISSIPPI

bma BROWN, MITCHELL
& ALEXANDER, INC.
CONSULTING ENGINEERS
5/10/17
1:10000, 1000' TIDELANDS 2019

KAYAK LAUNCH PLAN
**BRICKYARD/BERNARD
 BAYOU BLUEWAY**
 CITY OF GULFPORT
 GULFPORT, MISSISSIPPI



bma BROWN, MITCHELL
 & ALEXANDER, INC.
 CONSULTING ENGINEERS

5/10/17
 1:00PM URGENT TELEPHONE 2017

ENGINEER'S CONCEPTUAL OPINION OF PROBABLE COSTS

**CITY OF GULFPORT
BERNARD & BRICKYARD BAYOU BLUEWAY & KAYAK LAUNCH PROJECT (FY 2019 TIDELANDS)
GULFPORT, MISSISSIPPI**

MAY 22, 2017

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
MOBILIZATION	1	LS	\$20,000.00	\$20,000.00
TIDELANDS SIGN / BLUEWAY MAP / KIOSK	4	EA	\$3,000.00	\$12,000.00
MILE MARKERS	24	EA	\$250.00	\$6,000.00
KAYAK LAUNCH	3	EA	\$30,000.00	\$90,000.00
ADA KAYAK LAUNCH	1	EA	\$35,000.00	\$35,000.00
TIMBER PILING	12	EA	\$2,200.00	\$26,400.00
SITEWORK (BRICKYARD BAYOU)	1	LS	\$25,000.00	\$25,000.00
CONSTRUCTION SUBTOTAL				\$214,400.00
ENGINEERING, PERMITTING & RPR (15%)				\$32,160.00
SUBTOTAL				\$246,560.00
CONTINGENCY (10%)				\$24,656.00
PROJECT TOTAL				\$271,216.00
BUDGET (ROUNDED)				\$275,000.00

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

A RESOLUTION BY THE GULFPORT CITY COUNCIL AUTHORIZING THE CITY OF GULFPORT TO ACCEPT PUBLIC TRUST TIDELANDS GRANT FOR FISCAL YEAR 2019, TO AUTHORIZE THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS REQUIRED TO ACCEPT THE SAME, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, by and through the City of Gulfport Leisure Services Department, applied for the FY 2019 grant from the Mississippi Department of Marine Resources for support for Gulfport's Bernard and Brickyard Blueway Kayak Launch; and

WHEREAS, having applied for the said grant, the City has been advised that the grant has been awarded to the City of Gulfport for the fiscal year 2019 in the total amount of \$275,000.00 which is intended for the engineering design, furnishing materials, labor, and equipment for certain improvements to install kayak launches, modifications and upgrades to the existing City of Gulfport boat launch areas, and installation of kiosks along the Bernard and Brickyard Bayou Blueway, as more fully set forth in the documents attached hereto as Exhibit "A"; and

WHEREAS, the City of Gulfport seeks authorization of the City Council to accept the aforementioned grant as more fully set forth in the memorandum from Kris Riemann, City Engineer, which is attached hereto as Exhibit "A", which memorandum provides additional details regarding the grant.

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

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

Section 2. That the 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 on 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



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Pam Winston, Grants
Police Department

Date: 11/08/2018

Subject: Resolution - authorizing acceptance of the FY18 Homeland Security Grant Award #18LE202 in the amount of \$20,000, and authorizing the execution of any and all documents required to accept the same, and for related purposes.

Recommendation:



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HOMELAND SECURITY

PHIL BRYANT
GOVERNOR

MARSHALL L. FISHER
COMMISSIONER

October 1, 2018

Chief Leonard Papania

City of Gulfport Police Department
Assistant Grant Coordinator Pamela Winston
P. O. Box S
Gulfport, MS 39502

Dear Chief Papania and Mrs. Winston:

Enclosed you will find your Homeland Security Grant Program Award Letter and Grant Recipient Agreement for the Fiscal Year 2018. These funds in the amount of \$20,000.00 are for the purchase of Barriers – Helix Lock Bollards as related to the Mississippi Office of Homeland Security initiatives. Please thoroughly read the Cooperative Agreement and make sure that you complete the following documents:

1. Awards Letter
2. Special Conditions Form
3. Article XI Execution form (Do not leave off your DUNS number)
4. Designation of Subgrantee Grant Administrator (SGA)
5. Scope of Work (Budget Narrative)
6. Completed Budget Detail Worksheets
7. Audit and Implementation Forms

Please sign your Grant Award Letter, Grant Recipient Agreement, and complete your Cooperative Agreement. All forms are provided on the flash drive; along with example templates. All mentioned documents are required to be in this office no later than **December 17, 2018**. Failure to return your signed original Grant Award, Grant Recipient Agreement, and the Cooperative Agreement by the above date will result in the reallocation of these funds.

Please contact our office if you should have any questions. You may reach me at 601-346-1504.

Regards,

Marsha Manuel, Grants Director
MM:rd



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HOMELAND SECURITY

PHIL BRYANT
GOVERNOR

MARSHALL L. FISHER
COMMISSIONER

SUBRECIPIENT GRANT AWARD

Subrecipient: **CITY OF GULFPORT POLICE DEPARTMENT
(Barriers - Helix Lock Bollards)**

Project Title(s): Homeland Security Grant Program

Grant Period: 11-01-18 – 05-31-19 **Date of Award:** 09-19-18

Total Amount of Award: **\$20,000.00** **Grant No.:** **18LE202**

In accordance with the provisions of Federal Fiscal Year 2018 Homeland Security Grant Program, the Mississippi Office of Homeland Security (MOHS), State Administrative Agency (SAA), hereby awards to the foregoing Subrecipient a grant in the federal amount shown above. The CFDA number is 97.067 and MOHS federal grant number is **EMW-2018-SS-00009**. Authorizing Authority for Program: Section 2002 of the *Homeland Security Act of 2002*, as amended (Pub. L. No. 107-296), (6 U.S.C. 603).

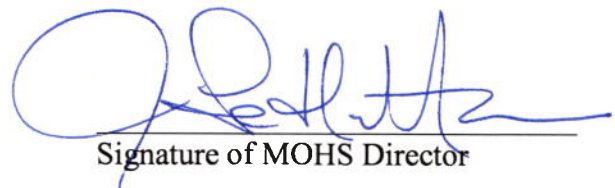
Payment of Funds: The original signed copy of this Award must be signed by the Official Authorized to Sign in the space below and returned to the MOHS **no later than December 17, 2018**. **The grant shall be effective upon return of this form and final approval the MOHS of the grant budget and program narrative.** Grant funds will be disbursed to subgrantees (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions and the Mississippi Department of Public Safety, Office of Homeland Security, Homeland Security Grant Program, Policies and Procedures Manual; to comply with provisions of the Act governing these funds and all other federal laws and regulations; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the subrecipient; and that all agencies involved with this project understand that all federal funds are limited to a twelve-month period.

Supplantation: The Act requires that subrecipients provide assurance that subrecipient funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through the MOHS shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

ACCEPTANCE FOR THE SUBRECIPIENT

Signature of Official Authorized to Sign


Signature of MOHS Director

SUBRECIPIENT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE MOHS OF THE SUBRECIPIENT'S GRANT PROGRAM BUDGET AND NARRATIVE.

GRANT RECIPIENT AGREEMENT

1. The designated representative certifies that he/she has legal authority to receive assistance.
2. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State assistance.
3. The Applicant shall use awarded funds solely for the purpose for which these funds are provided and as approved by the DPS Authorized Representative.
4. The Applicant is aware of and shall comply with cost-sharing requirements, if applicable.
5. The Applicant shall establish and maintain a proper accounting system to record expenditures of awarded funds in accordance with generally accepted accounting standards and OMB Circulars 2 CFR 200 as applicable and/or as directed by the DPS Authorized Representative.
6. The Applicant shall comply with the Single Audit Act of 1984 and will provide copies of audit reports when issued, 44CFR Part 14.
7. The Applicant shall give State and Federal agencies designated by the DPS Authorized Representative access to and the right to examine all records and documents related to use of award funds.
8. The Applicant shall return to the State, within thirty (30) days of such request by the DPS Authorized Representative, any advance funds which are not supported by audit or other Federal or State review of documentation by the Applicant.
9. The Applicant shall comply with all applicable provisions of Federal and State laws and regulations in regard to procurement of goods and services.
10. The Applicant shall comply with regulations implementing the Drug-Free Workplace Act of 1988, 44CFR Part 17, Subpart F.
11. The Applicant shall comply with all Federal and State statutes and regulations relating to non-discrimination.
12. The Applicant shall comply with provisions of the Hatch Act limiting political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.
13. The Applicant shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
14. The Applicant shall not enter into any contracts or purchase merchandise from any party or vendor which is disbarred or suspended from participating in Federal assistance programs.

Grant Recipient Representative

Date

MISSISSIPPI OFFICE OF HOMELAND SECURITY

STATE HOMELAND SECURITY GRANT PROGRAM SPECIAL CONDITIONS

- * * * * *
1. All sub-grantees must comply with the National Incident Management System (NIMS) minimum requirements as specified in the Fiscal Year 2006 Homeland Security Grant Program Guidelines and Application Kit, page 47-48. By September 30, 2006, all jurisdictions must be fully NIMS compliant. FY06 and FY07 Homeland Security grant funds are contingent on NIMS compliance.
 2. All sub-grantees must comply and be familiar with Homeland Security Presidential Directive-8, with regards to the IED Scenario, as mandated by the Office of Domestic Preparedness.
 3. All sub-grantees are required to modify their existing incident management and emergency operations plans in accordance with the National Response Plan's coordinating structures, processes, and protocols.
 4. All sub-grantees are required by the Office of Domestic Preparedness to use the Global Justice Data Model specifications and guidelines regarding the use of XML for all HSGP awards.
 5. Prior to the obligation or expenditure of any funds awarded through this grant, the Sub-recipient must become a legal signatory of the Statewide Mutual Agreement, maintained by the STATE EMERGENCY MANAGEMENT AGENCY. Furthermore, the Sub-grantee agree and understand that by allowing any agency to receive direct or indirect support from these grant funds without becoming a legal signatory to the said agreement is a direct violation of the terms and conditions of this grant award.
 6. All SHSP sub-grantees must fully engage citizens by expanding plans and task force memberships to address citizen participation; awareness and outreach to inform and engage the public; include citizens in training and exercise; and develop or expand programs that integrate citizen/volunteer support for the emergency responder disciplines.
 7. Recurring costs/fees are not allowable for funding under the 2006 HSGP. Internet service fees, radio service fees, cellular phone fees, satellite phone fees, etc. paid for with grant funds are for 12 months during the year of equipment purchase only.
 8. Position descriptions for each person to be paid with grant funds and organizational chart identifying grant funded position(s).
 9. A physical inventory of property and equipment (as defined in Section IV, D.) must be taken and the results reconciled with the property control form at least once every two years. This report must be prepared and submitted by the sub-recipient to the SAA by January 31 of each year beginning in calendar year 2016.
 10. The MOHS requires that property acquired with grant funds be tagged and tracked using a computer-based inventory system.
 11. The FCC has chosen the Project 25 suite of standards for voice and low-moderate speed data interoperability. In an effort to realize improved interoperability, all radios purchased under this grant should be APCO 25 compliant.
 12. The Budget Worksheet and/or Budget Narrative pages for this grant need to be revised before obligation of any grant funds.
- As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above conditions.**

Signature of the Chief Executive Officer

Date

Memorandum

To: Mayor Billy Hewes
From: Chief Leonard Papania, Gulfport Police Department
Date: November 8, 2018
Re: Permission to Accept FY18 Homeland Security Grant

Please place the item described below on the next Council agenda.

Subject: Permission to accept the Fiscal Year 2018 Homeland Security Grant Number 18LE202 in the amount of \$ 20,000.00.

Mississippi Department of Public Safety, Office of Homeland Security awarded this grant to the Gulfport Police Department. The funds will be used to purchase Barriers-Lock Bollards. This program is funded 100% by federal funds. No city/local matching funds are required.

Memo

Gulfport Police Department

To: Linda Elias, Comptroller
Cc: Leonard Papania , Chief of Police
From: Pam Winston,
Date: November 8, 2018
Re: New Budget Amendment

Grant Identifier: 18-LE-202
MS Office of Homeland Security
Contact: Marsha Manuel (601-346-1504)

Line Item	Expenses	Revenue
214-630100 – Capital	20,000.00	
010-214-450100- Revenue		20,000.00
Totals	20,000.00	20,000.00

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

A RESOLUTION BY THE GULFPORT CITY COUNCIL AUTHORIZING THE CITY OF GULFPORT TO ACCEPT MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY OFFICE OF HOMELAND SECURITY GRANT NUMBER 18LE202, TO AUTHORIZE THE EXECUTION OF ANY AND ALL DOCUMENTS REQUIRED TO ACCEPT THE SAME, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, by and through the City of Gulfport Police Department, was granted permission and authorization by the City Council to apply for the Fiscal Year 2018 Mississippi Department of Public Safety, Office of Homeland Security Grant Number 18LE202; and

WHEREAS, the authorized grant application was submitted, and the City has recently been advised that the City is the recipient of a fiscal Year 2018 Mississippi Department of Public Safety Office of Homeland Security Grant in the amount of \$20,000.00 for the purchase of Barriers – Helix Lock Bollards; and

WHEREAS, the City of Gulfport seeks authorization of the City Council to accept the aforementioned grant and seeks authorization for the Mayor and/or other official required by the Mississippi Department of Public Safety Office of Homeland Security to execute any and all documents as may be required to accept the Fiscal Year 2018 Homeland Security Grant Number 18LE202 in the amount of \$20,000.00 (see Exhibit “A” attached).

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 Police Department, be and it is hereby authorized to accept the Fiscal Year 2018 Homeland Security Grant Number 18LE202 in the amount of \$20,000.00, the details of which are more fully set forth in the grant documents, attached hereto as

Exhibit "A" and the Mayor (and other requested officials) be and hereby is authorized to execute any and all documents as may be required to accept and administer the grant.

Section 3. That this Resolution shall be in effect immediately upon its passage and enactment according to law, and shall be spread on 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



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Natasha Tate, Assistant to the Fire Chief
Fire Department

Date: 11/08/2018

Subject: Resolution - authorizing acceptance of Mississippi Office of Homeland Security Grant for the Fire Department in the amount of \$10,000 and authorizing the Mayor to execute the same.

Recommendation:



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HOMELAND SECURITY

PHIL BRYANT
GOVERNOR

MARSHALL L. FISHER
COMMISSIONER

October 1, 2018

Battalion Chief Chad Bryant

City of Gulfport Fire Department
1515 23rd Avenue
Gulfport, MS 39501

Dear Battalion Chief Bryant:

Enclosed you will find your Homeland Security Grant Program Award Letter and Grant Recipient Agreement for the Fiscal Year 2018. These funds in the amount of \$10,000.00 are for the purpose of purchasing Equipment for Task Force III as related to the Mississippi Office of Homeland Security initiatives. Please thoroughly read the Cooperative Agreement and make sure that you complete the following documents:

1. Awards Letter
2. Special Conditions Form
3. Article XI Execution form (Do not leave off your DUNS number)
4. Designation of Subgrantee Grant Administrator (SGA)
5. Scope of Work (Budget Narrative)
6. Completed Budget Detail Worksheets
7. Audit and Implementation Forms

Please sign your Grant Award Letter, Grant Recipient Agreement, and complete your Cooperative Agreement. All forms are provided on the flash drive; along with example templates. All mentioned documents are required to be in this office no later than **December 17, 2018**. Failure to return your signed original Grant Award, Grant Recipient Agreement, and the Cooperative Agreement by the above date will result in the reallocation of these funds.

Please contact our office if you should have any questions. You may reach me at 601-346-1504.

Regards,

Marsha Manuel, Grants Director
MM:lds



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HOMELAND SECURITY

PHIL BRYANT
GOVERNOR

MARSHALL L. FISHER
COMMISSIONER

SUBRECIPIENT GRANT AWARD

Subrecipient:

**CITY OF GULFPORT FIRE DEPARTMENT
(Task Force III Equipment)**

Project Title(s):

Homeland Security Grant Program

Grant Period:

11-01-18 – 10-31-19

Date of Award:

09-19-18

Total Amount of Award:

\$10,000.00

Grant No.:

M18HS202T

In accordance with the provisions of Federal Fiscal Year 2018 Homeland Security Grant Program, the Mississippi Office of Homeland Security (MOHS), State Administrative Agency (SAA), hereby awards to the foregoing Subrecipient a grant in the federal amount shown above. The CFDA number is 97.067 and MOHS federal grant number is **EMW-2018-SS-00009**. Authorizing Authority for Program: Section 2002 of the *Homeland Security Act of 2002*, as amended (Pub. L. No. 107-296), (6 U.S.C. 603).

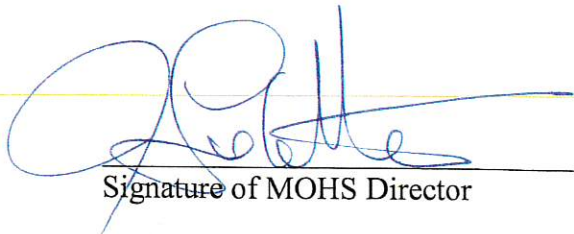
Payment of Funds: The original signed copy of this Award must be signed by the Official Authorized to Sign in the space below and returned to the MOHS no later than December 17, 2018. **The grant shall be effective upon return of this form and final approval the MOHS of the grant budget and program narrative.** Grant funds will be disbursed to subgrantees (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions and the Mississippi Department of Public Safety, Office of Homeland Security, Homeland Security Grant Program, Policies and Procedures Manual; to comply with provisions of the Act governing these funds and all other federal laws and regulations; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the subrecipient; and that all agencies involved with this project understand that all federal funds are limited to a twelve-month period.

Supplantation: The Act requires that subrecipients provide assurance that subrecipient funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through the MOHS shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

ACCEPTANCE FOR THE SUBRECIPIENT

Signature of Official Authorized to Sign


Signature of MOHS Director

SUBRECIPIENT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE MOHS OF THE SUBRECIPIENT'S GRANT PROGRAM BUDGET AND NARRATIVE.

GRANT RECIPIENT AGREEMENT

1. The designated representative certifies that he/she has legal authority to receive assistance.
2. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State assistance.
3. The Applicant shall use awarded funds solely for the purpose for which these funds are provided and as approved by the DPS Authorized Representative.
4. The Applicant is aware of and shall comply with cost-sharing requirements, if applicable.
5. The Applicant shall establish and maintain a proper accounting system to record expenditures of awarded funds in accordance with generally accepted accounting standards and OMB Circulars 2 CFR 200 as applicable and/or as directed by the DPS Authorized Representative.
6. The Applicant shall comply with the Single Audit Act of 1984 and will provide copies of audit reports when issued, 44CFR Part 14.
7. The Applicant shall give State and Federal agencies designated by the DPS Authorized Representative access to and the right to examine all records and documents related to use of award funds.
8. The Applicant shall return to the State, within thirty (30) days of such request by the DPS Authorized Representative, any advance funds which are not supported by audit or other Federal or State review of documentation by the Applicant.
9. The Applicant shall comply with all applicable provisions of Federal and State laws and regulations in regard to procurement of goods and services.
10. The Applicant shall comply with regulations implementing the Drug-Free Workplace Act of 1988, 44CFR Part 17, Subpart F.
11. The Applicant shall comply with all Federal and State statutes and regulations relating to non-discrimination.
12. The Applicant shall comply with provisions of the Hatch Act limiting political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.
13. The Applicant shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
14. The Applicant shall not enter into any contracts or purchase merchandise from any party or vendor which is disbarred or suspended from participating in Federal assistance programs.

Grant Recipient Representative

Date

MISSISSIPPI OFFICE OF HOMELAND SECURITY

STATE HOMELAND SECURITY GRANT PROGRAM SPECIAL CONDITIONS

- * * * * *
1. All sub-grantees must comply with the National Incident Management System (NIMS) minimum requirements as specified in the Fiscal Year 2006 Homeland Security Grant Program Guidelines and Application Kit, page 47-48. By September 30, 2006, all jurisdictions must be fully NIMS compliant. FY06 and FY07 Homeland Security grant funds are contingent on NIMS compliance.
 2. All sub-grantees must comply and be familiar with Homeland Security Presidential Directive-8, with regards to the IED Scenario, as mandated by the Office of Domestic Preparedness.
 3. All sub-grantees are required to modify their existing incident management and emergency operations plans in accordance with the National Response Plan's coordinating structures, processes, and protocols.
 4. All sub-grantees are required by the Office of Domestic Preparedness to use the Global Justice Data Model specifications and guidelines regarding the use of XML for all HSGP awards.
 5. Prior to the obligation or expenditure of any funds awarded through this grant, the Sub-recipient must become a legal signatory of the Statewide Mutual Agreement, maintained by the STATE EMERGENCY MANAGEMENT AGENCY. Furthermore, the Sub-grantee agree and understand that by allowing any agency to receive direct or indirect support from these grant funds without becoming a legal signatory to the said agreement is a direct violation of the terms and conditions of this grant award.
 6. All SHSP sub-grantees must fully engage citizens by expanding plans and task force memberships to address citizen participation; awareness and outreach to inform and engage the public; include citizens in training and exercise; and develop or expand programs that integrate citizen/volunteer support for the emergency responder disciplines.
 7. Recurring costs/fees are not allowable for funding under the 2006 HSGP. Internet service fees, radio service fees, cellular phone fees, satellite phone fees, etc. paid for with grant funds are for 12 months during the year of equipment purchase only.
 8. Position descriptions for each person to be paid with grant funds and organizational chart identifying grant funded position(s).
 9. A physical inventory of property and equipment (as defined in Section IV, D.) must be taken and the results reconciled with the property control form at least once every two years. This report must be prepared and submitted by the sub-recipient to the SAA by January 31 of each year beginning in calendar year 2016.
 10. The MOHS requires that property acquired with grant funds be tagged and tracked using a computer-based inventory system.
 11. The FCC has chosen the Project 25 suite of standards for voice and low-moderate speed data interoperability. In an effort to realize improved interoperability, all radios purchased under this grant should be APCO 25 compliant.
 12. The Budget Worksheet and/or Budget Narrative pages for this grant need to be revised before obligation of any grant funds.
- As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above conditions.**

Signature of the Chief Executive Officer

Date

**STATE OF MISSISSIPPI
AND
GOVERNOR PHIL BRYANT**



**HOMELAND SECURITY
COOPERATIVE AGREEMENT**

Between

CITY OF GULFPORT FIRE DEPARTMENT

AND

MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY



HOMELAND SECURITY COOPERATIVE AGREEMENT (CA)

On behalf of Governor Phil Bryant, this Cooperative Agreement is entered into between the Department of Public Safety, Office of Homeland Security, hereto referred to as *Recipient*, and the City of Gulfport Fire Department hereto referred to as Sub-recipient.

Article I. Purpose

The purpose of this Cooperative Agreement (CA) is to utilize 100% federal funding (no match required) provided through FEMA, U.S. Department of Homeland Security to enhance capabilities within the State of Mississippi to respond to acts of domestic and international terrorism including the use of weapons of mass destruction. The Department of Public Safety, Office of Homeland Security will accomplish this by prioritizing and facilitating the delivery and use of federal financial assistance as identified in the published Office for Domestic Preparedness Homeland Security Grant Program Guidance (attached). This enables the Sub-recipient to exercise management discretion and control in achieving the specified objectives of this Cooperative Agreement within the State of Mississippi. It is intended that this partnership will result in the development of a competent and sustainable system designed to provide prevention/deterrence and emergency response to a potential terrorism event within the State.

Article II. Budget Narrative

The objectives outlined within the performance period of this Cooperative Agreement will be supportive of the priorities defined in the State Homeland Security Three-Year Strategic Plan in the form of equipment, planning, training, exercise, management and administration funding and shall be in compliance with FEMA Homeland Security Grant Program Guidance.

Article III. Period of Performance

The period of performance for this Cooperative Agreement shall begin on the date of acceptance of the **SUBRECIPIENT AWARD** execution and shall continue through the period of SUBRECIPIENT AWARD unless terminated by the Department of Public Safety. Future SUBRECIPIENT AWARDS for supporting the requirements of the jurisdiction may be awarded under the terms of this agreement through additional sub grants so long as all signatory officials remain unchanged.

Article IV. Reports

The Quarterly Report and financial reports: Request for reimbursement is **due within 30 days after each reporting quarter**: 1st Quarter, October-December, 2nd Quarter,

January-March; 3rd Quarter, April-June; 4th Quarter, July-September.

The Quarterly and Progress reports must be submitted so that progress can be tracked and outcomes evaluated.

Article V. Roles and Responsibilities

A. Local *Sub-recipient* General Guidance

1. The local *Sub-recipient* shall develop and improve their capability to combat the affects of a terrorism event. This is accomplished through the purchase of specialized equipment as identified in the published OJP selected equipment list or support of planning, exercises or training activities associated with the prevention, response or recovery from terrorism incidents.
2. The chief elected official is responsible for committing to the terms of this CA, budgeting local funds to purchase equipment or support jurisdictional exercise, training and planning efforts for executing this CA on behalf of the Sub-recipient's jurisdiction.
3. The Sub-Recipient shall designate a *Sub-recipient* public official as the Sub-recipient Grant Administrator (SGA) for developing and attaching the CA scope of work to Appendices A & B, obtaining project approval from respective officials, reporting, submitting applications to Recipient, equipment distribution, training, and obtaining and submitting supporting documentation and requests for reimbursement on behalf of the Sub-recipient to *Recipient* for repayment. **The SGA shall be responsible for reporting to the Mississippi Office of Homeland Security (MSOHS) via the Biannual Strategy Implementation Report (BSIR)**

B. Local Homeland Security Program Guidance

The Homeland Security Grant Program (HSGP) through the State Homeland Security Program (SHSP) provides funds for homeland security and emergency operations planning; the purchase of specialized equipment to enhance the capability of State and local agencies to prevent, respond to, and mitigate incidents of terrorism involving the use of chemical, biological, radiological, nuclear, and explosive (CBRNE) weapons and cyber attacks; for costs related to the design, development, and conduct of a State CBRNE and cyber security training programs and attendance at ODP-sponsored CBRNE training courses; for costs related to the design, development, conduct, and evaluation of CBRNE and cyber security exercises; and for costs associated with implementing State Homeland Security Assessments and Strategies (SHSAS). See

Annex A (Local Homeland Security Program) for specific guidance, policies, and reporting requirements.

C. State *Recipient*

1. The *Recipient* shall be the Department of Public Safety, Office of Homeland Security, acting on behalf of the State of Mississippi.
2. The Commissioner of the Department of Public Safety (DPS) or the Commissioner's Designee is the state signatory official and shall be the principal state official responsible for committing the state to the terms of this agreement. The DPS Commissioner, or his designee acting in the absence of the Commissioner, will exercise final approval authority of all *Sub-recipient* applications, grant awards, allocations, and requests for reimbursements and for ensuring overall *Recipient* administration.
3. The DPS; Office of Homeland Security, is designated the Recipient Point-of- Contact (POC) for assisting the *Sub-recipient* in developing the authorized equipment purchase list, specialized training requirements, and for providing overall day-to-day program management.

D. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms

The SAA will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps will include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the Department of Commerce and MS Development Authority Office of Minority Business.
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Article VI. Funding Consideration

The *Recipient* POC will receive and review *Sub-recipient's* application and forward to the SAA Director for approval. After approval the *Recipient* will issue a sub-recipient award letter, which authorizes the *Sub-recipient* to expend local funds and be reimbursed pursuant to the terms of this CA. **Local funds expended prior to the date of the award letter are not authorized to be reimbursed.**

When the *Sub-recipient* has expended funds awarded, the SGA will prepare and submit a Request for Reimbursement to the *Recipient POC*. This request shall contain all appropriate supporting documentation to substantiate expenses made in accordance with all applicable requirements. The *Recipient POC* will review the reimbursement package for completeness and forward to the *Recipient Office* of the Comptroller for payment.

- A. The *Recipient* will not be liable under this Agreement for any amount greater than the award allocated by the Office for Domestic Preparedness to the State for the grant performance period.
- B. No cost or obligation shall be incurred by the *Recipient* under this Agreement unless and until the *Recipient* advises the *Sub-recipient* in writing that the application has been approved and funds are available.
- C. Reimbursement will be made by the *Recipient* to the *Sub-recipient* based on the **Mississippi Sub-recipient Reporting Worksheet**. Required documentation must accompany the worksheet.
- D. Reimbursement is contingent upon the funds being expended in accordance with all applicable local and state regulations, as well as Federal regulations, policies, guidelines, and submission for reimbursement made in accordance with the SAA's grant policies and procedures manual.
- E. *Sub-recipient's* requests for advance of funds to support purchases of equipment or other expenditures must be requested in writing to the recipient POC explaining the justification for the request. Reasons, i.e., shortage of local funds or items not contained in current annual jurisdictional budget must be accompanied by purchase orders.
- F. *Sub-recipient's* Request for Reimbursement and other required financial reports will be submitted to the *Recipient* with a copy of all receipt(s) or invoices showing that authorized equipment or other expenditures such as personnel, supplies, etc. has been paid for in-full by *Sub-recipient* and attached to an approved grant application.

Article VII. Maintenance, Replacement costs and Use of Equipment, Sell & Disposal

- A. Equipment purchased under the terms of this CA will be stored, maintained and used in accordance with the purpose and objectives of this Cooperative Agreement. The equipment may be used for terrorism training and exercise purposes and in response to an actual terrorism event. If the equipment is used in response to a non-terrorist related event, then any maintenance or replacement costs will be the sole responsibility of the *Sub-recipients*.
- B. The sub-recipient is required to maintain an equipment inventory list that contains the following information: equipment description, identification/serial number, title holder, acquisition date, cost, percentage of federal funds used in the cost, location, use and condition, and disposition date.
- C. Instructions on how to sell and/or dispose of equipment, please visit our website at www.homelandsecurity.ms.gov. (Click on the tab Grants / Grant Forms)

Article VIII. Nonperformance

Failure by the *Sub-recipient* to comply with the terms of this Cooperative Agreement may result in suspension from the program and loss of any outstanding grant fund allocation balance, as determined by the *Recipient*. Failure to expend all grant funds awarded (by date stated on Awards Letter) and to comply with Recipient request and guidelines will result in the reallocation of unspent grant funds and the immediate redistribution of all equipment purchased with grant funds. In addition, the failure to maintain adequate response capability (as determined by the MOHS) will also result in the reallocation of grant funds and the immediate redistribution of all equipment purchased with grant funds.

Article IX. Administrative Provisions

The *Recipient* and *Sub-recipient* agree to carry out the administrative and financial requirements of this Agreement in accordance with the policies and procedures established by FEMA and set forth in other applicable state and federal guides. The Biannual Strategy Implementation Report (BSIR) will update information on obligations, expenditures, and progress made on activities and will include an update of all information submitted in that report.

C. Other Provisions

1. Nothing in this agreement is intended to conflict with current laws or regulations of Mississippi or your jurisdiction. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
2. Sub-recipient is required to ensure that grant monies are used to support all Emergency Service related agencies and departments, specifically law enforcement, fire and rescue. Senior officials of these agencies must sign this agreement and familiarize themselves with the rules and regulations governing each grant program. They are encouraged to work together in determining and prioritizing their needs and requirements prior to submitting their plan.
3. If the sub-recipient (organization/jurisdiction) expends \$750,000 or more in federal funds (from all sources including pass-through sub awards) in the sub-recipient's (organization/jurisdiction) fiscal year (12-month turnaround reporting period) is required to have a single organization/jurisdiction wide audit conducted in accordance with 2 CFR 200.
4. All final requests for reimbursement must be received in the Mississippi Office of Homeland Security no later than 45 days after the period of performance.
5. Sub-recipient is required to complete EHP Review as required for Equipment Purchases and any type of Construction.
6. All sub-recipients (and or jurisdictions) must also maintain membership in the Emergency Management Assistance Compact (EMAC) to facilitate the mutual aid of capabilities in order to be eligible for Department of Homeland Security (DHS) grant funding and reimbursement of DHS grant funds.
7. **Effective October 1, 2010 ALL sub-recipients are required to have and furnish a Dun and Bradstreet Data Universal Numbering System (DUNS) number to the Mississippi Office of Homeland Security as a component of the Article IX. A DUNS number is the nine digit number established and assigned by Dun and Bradstreet, Inc (D&B) to uniquely identify business entities. If your jurisdiction does not have a DUNS number, one may be obtained from D&B by**

telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

NO GRANT AWARD LETTER WILL BE ISSUED WITHOUT THE SUB RECIPIENT HAVING A DUNS NUMBER.

Article X. Monitoring

A. Management Decision

Management will evaluate audit findings, questioned costs and corrective action plans. The issuance of a written decision will be issued to the sub-recipient, which will entail whether or not the audit finding is sustained; the reasons for the decision; the expected action of the sub-recipient to repay any disallowed costs, make financial adjustments or take other actions; the reference number(s) the auditor assigned to each audit finding; and a description of any appeal process available to the sub-recipient regarding the management decision, as required by 2 CFR 200.521. If the sub-recipient has not completed corrective action, a timetable follow-up will be given.

B. Audit Review Follow-Up

- Contacts sub-recipient(s) for additional information as needed.
- Determines course of action for federal program audit findings, financial statement audit findings, negative disclosures (such as financial capacity concerns) and schedule of expenditures of federal awards deficiencies. Depending on the issue or combination of issues, procedures may be modified to ensure efficient and effective resolution.
- Updates the status of each audit review until all follow-up actions are completed and the file is closed.

Article XI. Execution

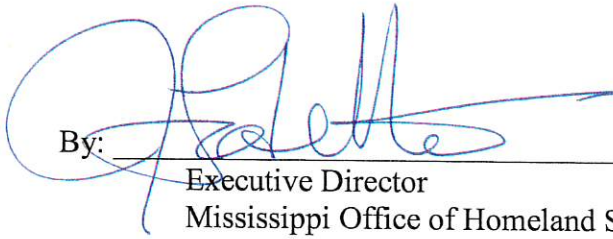
IN WITNESS WHEREOF, the parties names herein have duly executed this Cooperative Agreement on the date set forth below:

SUBRECIPIENT: CITY OF GULFPORT FIRE DEPARTMENT ATTEST:

By: _____ Date: _____
Authorized Official

DUNS Number: _____

APPROVED: State of Mississippi

By:  _____ Date: 12-17-18
Executive Director
Mississippi Office of Homeland Security

STATE HOMELAND SECURITY
GRANT PROGRAM

LOCAL HOMELAND SECURITY PROGRAM FISCAL

YEAR 2018

TOTAL AWARD: \$10,000.00

Allowable Equipment Costs

Allowable equipment categories for FY18 HSGP are listed on the web-based Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), which is sponsored by ODP and the Oklahoma City National Memorial Institute for the Prevention of Terrorism (MIPT) at <http://www.rkb.us>. The website is designed to provide emergency responders, purchasers, and planners with a trusted, integrated, online source of information on products, standards, certifications, grants, and other equipment related information. By integrating this information, which includes the Inter-Agency Board's (IAB) Standardized Equipment List (SEL) and the AEL from ODP, into one location, responders, vendors, standards organizations, training facilities, and grant making organizations have a trusted first source to answering questions such as:

- What equipment is on the market?
- Has it been certified?
- If so, to what standard?
- What training is needed to use it effectively?
- Are there experts available for consultation and questions?

The FY18 HSGP, AEL is housed on the RKB and relies heavily on the SEL developed by the IAB for Equipment Standardization and Interoperability. The 2018 AEL has been modified to facilitate cross-referencing of the SEL in an effort to eliminate redundancy. Both the AEL and SEL are available on the RKB, which also offers an interactive version that provides links to corresponding SEL items and commercial products. In some cases, items on the SEL are not allowable under FY18 HSGP or will not be eligible for purchase unless specific conditions are met. In addition, some items eligible under this grant program are beyond the scope of the SEL and thus will only appear in the AEL.

Planning Costs Allowable

SHSP funds may be used for a range of homeland security planning activities, including the following:

Developing and implementing homeland security support programs and adopting DHS national initiatives including but not limited to the following:

- Costs associated with the implementation and adoption HSPD-8 initiatives
- Costs associated with the implementation and adoption of NIMS
- Costs associated with the modifying existing incident management and emergency operations plans to ensure proper alignment with the NRP coordinating structures, processes, and protocols
- Establishment or enhancement of mutual aid agreements
- Development of communications and interoperability protocols and solutions
- Conducting local, regional, and tribal program implementation meetings
- Developing or updating resource inventory assets in accordance to typed resource definitions issued by the NIC
- Design state and local geospatial data systems
- Development of related critical infrastructure terrorism prevention activities including:
 - o Planning for enhancing security during heightened alerts, during terrorist incidents and/or during mitigation and recovery
 - o Public information/education: printed and electronic materials, public service announcements, seminars/town hall meetings, web postings coordinated through local Citizen Corps Councils
 - o Citizen Corps activities in communities surrounding critical infrastructure sites, including Neighborhood Watch, VIPS, and other opportunities for citizen participation
 - o Evaluating CIP security equipment and/or personnel requirements to protect and secure sites
 - o CIP cost assessments, including resources (financial, personnel, etc.) required for security enhancements/deployments.

Develop and enhance plans and protocols, including but not limited to:

- Develop or enhance emergency operations plans and operating procedures
- Develop terrorism prevention/deterrence plans
- Develop plans, procedures, and requirements for the management of infrastructure and resources related to HSGP and implementation of State or Urban Area Homeland Security Strategies
- Develop or enhance border security plans
- Develop or enhance cyber security plans
- Develop or enhance cyber risk mitigation plans
- Develop or enhance agriculture/food security risk mitigation, response, and recovery plans
- Develop public/private sector partnership emergency response, assessment, and resource sharing plans
- Develop or update local or regional communications plans
- Development of plans to support and assist special needs jurisdictions, such as port authorities and rail and mass transit agencies
- Development or enhancement of continuity of operations and continuity of government plans
- Development or enhancement of existing catastrophic incident response and recovery plans to include and integrate federal assets provided under the NRP.

Develop or conduct assessments, including but not limited to:

- Conduct point vulnerability assessments at critical infrastructure sites/key assets and develop remediation/security plans
- Conduct cyber risk and vulnerability assessments
- Conducting assessments and exercises of existing catastrophic incident response and recovery plans and capabilities to identify critical gaps that cannot be met by existing local and state resources
- Activities which directly support the identification of specific catastrophic incident priority response and recovery projected needs
- Activities which directly support the identification and advance preparation of predesignated temporary housing sites; for example:
 - o Conducting assessments and studies to identify qualified candidate sites
 - o Obtaining accurate site surveys and existing utility information
 - o Coordinating zoning requirements and necessary permits and/or waivers
 - o Coordinating environmental impact requirements related to a selected site
 - o Coordinating historic preservation requirements related to a selected site.

Allowable Training Costs

Local jurisdictions may use HSGP funds to enhance the capabilities of state and local emergency preparedness and response personnel through development of a state homeland security training program. Allowable training-related costs under ODP grant programs include: 1) establishment of CBRNE terrorism and cyber security training programs within existing training academies, universities or junior colleges; and 2) overtime and backfill costs associated with attendance at ODP-sponsored and ODP approved CBRNE and cyber security training courses.

The target audience for training courses include emergency preparedness, prevention and response personnel, emergency managers and public/elected officials within the following disciplines: firefighters, law enforcement, emergency management, emergency medical services, hazardous materials, public works, public health, health care, public safety communications, governmental administrative, cyber security and private security providers. The homeland security training program should also include training for citizens in awareness, preparedness, prevention, response skills, and volunteer activities and be coordinated through state and local Citizen Corps Councils.

Local jurisdictions are encouraged to adopt current ODP awareness and performance level courses. In order to deliver these courses, state and local instructors must have been certified to deliver the course by successfully completing ODP train-the-trainer courses. Detailed descriptions of ODP courses are included in the *ODP CBRNE Training Course Catalog* at <http://www.ojp.usdoj.gov/odp/docs/coursecatalog.pdf>. Programs of instruction for these courses will be made available upon request to assist efforts to institutionalize these training programs at the state and local levels.

ODP will conduct periodic reviews of all state and urban area training funded by ODP. These reviews may include requests for all course materials and physical observation of participation in the funded training. If these reviews determine that courses are outside the scope of this guidance, recipients will be asked to reimburse grant fund expended in support of those efforts.

ODP provides the following definitions of key training terms to facilitate a common understanding of the FY18 HSGP guidance:

- **ODP Courses:** Those courses developed for and/or delivered by institutions and organizations funded by ODP.
- **Federal Courses Related to CBRNE Terrorism:** Those courses developed for and or delivered by institutions funded by federal entities other than ODP which fall within the ODP mission scope: of which is to prepare state and local personnel to prevent, respond to, and recover from acts of terrorism involving CBRNE weapons.
- **Non-Federal Courses:** Those courses developed for and or delivered by institutions or organizations other than federal entities or ODP.

In addition, local jurisdictions shall follow accepted principles of instructional systems design, employing the Analysis, Design, Development, Implementation, and Evaluation (ADDIE) model or equivalent methodologies. (The ADDIE process is explained in greater depth in the *ODP Blended Learning Strategy* available on the ODP website at: <http://www.ojp.usdoj.gov/odp/blendedlearning>.) Local jurisdictions shall apply these methodologies to ensure that complete curriculum exists for training funded by ODP grant. Complete curriculum consists of:

- **Level of Training.** The state or urban area will identify the level(s) of training of the course(s) and materials submitted. Each submission must be identified as Awareness, Performance–Defense (Occupational Safety and Health Administration (OSHA) Operations), Performance–Offensive (OSHA Technician), or Planning/Management (OSHA Incident Command) levels. More detailed descriptions of the levels can be found at <http://www.ojp.usdoj.gov/odp/training.htm> or <http://www.osha.gov>.
- **Program of Instruction/Syllabus.** The program of instruction or syllabus is an outline or matrix of the course content. It addresses the scope of the training, course learning objectives, duration of the training (broken-down by module, session, or lesson), resource requirements, instructor to student ratio and an evaluation strategy. These items are not all-inclusive, but are the minimum categories that should be addressed.
- **Training Support Package.** The training support package includes all of the materials associated with the delivery of a training course. The following items should be included:
 - o **Instructor Guide/Instructor Outline/Instructor Lesson Plans:** The published instructor material that contains course text and special instructor notes that provides the information to deliver the material

- o **Participant Manual/Guide/Workbook:** The published student material that contains the supporting information in booklet or handout form that the participant has available for reference
 - o **Audio/Visual Support Materials:** Any audio/visual components that are part of any learning module, session, lesson, or that supports the overall training being delivered
 - o **Special Support Materials:** Any descriptions of practical exercises, tabletop exercises, hands-on exercises, or other material that supports learning objectives
- **Module/Session/Lesson Content.** Training courses should be designed based on a building block approach. Each sub-component in the course should be titled as a module, session, or lesson. Regardless of the title, each module, session, or lesson, should have a Lesson Administration Page that outlines the following:
- o **Scope Statement:** A brief description of the content of the module; session or lesson
 - o **Terminal Learning Objectives:** An action verb statement that outlines what the participant is expected to learn or be capable of performing at the conclusion of the module, session, or lesson. There should be only one terminal learning objective per module, session, or lesson
 - o **Enabling Learning Objectives:** Enabling learning objectives are the incremental learning objectives that support the terminal learning objective. There should be at least one enabling learning objective per module, session or lesson. Each enabling learning objective must be a measurable performance statement that enables the participant to demonstrate achievement of the terminal learning objective
 - o **Resource List:** A listing of the resources needed to successfully accomplish the module, session, or lesson
 - o **Instructor to Participant Ratio:** The instructor to participant requirement for successful presentation of the material (e.g., 1:25)
 - o **Reference List:** A listing of all reference materials used to develop the module, session, or lesson (This information may also be included as a bibliography).
 - o **Practical Exercise Statement:** This describes any exercises associated with the module, session, or lesson
 - o **Evaluation Strategy:** This defines the strategy used to evaluate the module, session, or lesson (e.g., written and/or performance test).

Conditional Approvals of Non-ODP Courses. In contrast to FY04, no conditional approvals, in advance of an independent third-party subject matter expert (SME) review, will be granted in FY18 for use of ODP funds to develop or institutionalize non-ODP courses. ODP will require local jurisdictions to adhere to a streamlined course approval process. Please see *Appendix E: Overview of Approval Process for Non-ODP Developed Courses* for more information. Courses will either be approved or disapproved following this review process.

Attending Other Federal Courses Related to CBRNE Terrorism. Local jurisdictions are no longer required to submit requests for personnel to attend certain Federal courses that fall within the ODP mission scope of preparing state and local personnel to prevent,

respond to, and recover from acts of terrorism involving CBRNE weapons. In lieu of requesting approval, local jurisdictions will be required to submit information on all federal training they are supporting with ODP funds via the Training section of the ODP website (<http://www.ojp.usdoj.gov/odp/training.htm>). This information will consist of course title, level of the training, the training provider, the date of the course, the number of individuals to be trained, and the sponsoring jurisdiction.

Several broad categories of courses will automatically be included in the list of eligible federal courses:

- All NIMS training approved by the NIMS Integration Center (NIC) is eligible for use of ODP funds.
- All Incident Command System (ICS) training offered through the National Fire Academy and the Emergency Management Institute is eligible for use of ODP funds. This guidance applies to resident training, train-the-trainer, and field delivery of courses.

A list of federal courses that fall within the ODP mission scope is included in *Appendix F: Federal Training Course List*.

These courses must build additional capabilities that 1) meet a specific need identified through the homeland security assessment process, and 2) comport with the State or Urban Area Homeland Security Strategy.

Federal funds must be used to supplement—not supplant—existing funds that have been appropriated for the same purpose. Thus, if the state or urban area has already budgeted for personnel to attend courses, ODP funds may only be used to send additional individuals above and beyond those previously budgeted.

Eligibility of Hazardous Materials Courses. Hazardous materials courses, including basic, operations, and technician level courses, are eligible for support through ODP funds **only if the course fully addresses the hazardous materials sections included in the ODP Emergency Responder Guidelines and the ODP Homeland Security Guidelines for Prevention and Deterrence**. If the hazardous materials course does **not fully** address the hazardous materials sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, then the course is not considered an allowable use of ODP funds.

The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.

Eligibility of Search and Rescue, Special Weapons and Tactics (SWAT), and Medical Trauma Courses. On September 1, 2004, ODP issued Information Bulletin #132 on the

Interagency Security Plan, available at <http://www.ojp.usdoj.gov/odp/docs/bulletins.htm>. In this bulletin, ODP expanded the allowable use of grant funds to support additional training in the areas of search and rescue, SWAT, and medical trauma provided certain requirements were met. The following sections provide further detail on these initiatives.

- *Eligibility of Search and Rescue Courses:* Local jurisdictions shall conduct search and rescue training in compliance with:

- o NFPA 1670, *Standard on Operations and Training for Technical Rescue and Search Incidents*
- o NFPA 1006, *Standard for Rescue Technician Professional Qualifications Only*
Urban Search and Rescue (USAR) courses approved by FEMA and delivered by FEMA-certified providers are eligible for use of ODP funds. A list of these courses and providers will be maintained by ODP in coordination with FEMA.

The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.

If the basic, foundational USAR course fully addresses the fire service and or hazardous materials sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, no additional CBRNE-specific training is necessary for eligibility purposes. However, if the foundational USAR course does **not** fully address these sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, then the student must also complete follow-on CBRNE awareness training within a reasonable timeframe in order for the USAR course to be considered an allowable use of ODP funds.

These USAR courses are intended to build a critical capacity at the state and local levels. **The execution of this training in the stated capacity-building context is unrelated to designation of national USAR teams. Therefore, local jurisdictions and UASI jurisdictions may not request such designation based on training.**

- *Eligibility of SWAT Courses:* SWAT courses, including basic, foundational courses, are eligible for support through ODP funds, provided that the training meets the following requirements:

- o The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.
- o Local jurisdictions shall conduct training in compliance with state and local regulations and policies governing the certification of SWAT personnel.

- o Trainees shall be sworn officers and shall have completed a Basic SWAT school accredited by the appropriate state-level criminal justice organization.
 - o Training shall be conducted by instructors certified by a state or national level criminal justice organization
 - o The State or Urban Area shall develop and implement a safety plan excluding service ammunition and weapons from the training site and shall not employ live chemical agents (to include OC) or impact weapons during the training
 - o If a foundational SWAT course fully addresses the law enforcement sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, no additional CBRNE-specific training is necessary for eligibility purposes. However, if the foundational SWAT course does **not** fully address the law enforcement sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, then the student must also complete follow-on CBRNE awareness training within a reasonable timeframe in order for the foundational SWAT course to be considered an allowable use of ODP funds.
- *Eligibility of Medical Trauma Courses:* Medical trauma courses—including basic, foundational courses—are eligible for support through ODP funds, provided that the training meets the following requirements:
 - o The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.
 - o Local jurisdictions shall conduct training in compliance with NFPA 473, *Standard Competencies for EMS Personnel Responding to Hazardous Materials Incidents*.
 - o Local jurisdictions shall conduct training in compliance with state and local regulations and policies governing the certification of EMS providers.
 - o Local jurisdictions shall coordinate their efforts with the closest MMRS jurisdiction.
 - o Trainees shall have completed a basic Emergency Medical Technician (EMT) certification per the state or local accreditation requirements. This type of training may not be funded with ODP monies.
 - o If a foundational medical trauma course fully addresses the emergency medical services sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, no additional CBRNE-specific training is necessary for eligibility purposes. However, if the foundational medical trauma course does **not** fully address the emergency medical services sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, then the student Must also complete follow-on CBRNE awareness training within a reasonable timeframe in order for the foundational medical trauma course to be considered an allowable use of ODP funds.

Evaluation of ODP Training Courses. The goal of evaluating ODP training courses is to determine how much a participant's knowledge, skills, and abilities change after completion of a course relative to knowledge, skills, and abilities prior to the class. ODP utilizes a self-assessment methodology and collects information via a standardized evaluation form. The form is designed to gather data about the course and participant, including data such as the participant's professional discipline and years of service. Additionally, the evaluation measures the participant's knowledge relative to a set of standardized learning objectives both before and after taking the course.

If a state or local jurisdiction uses ODP funds to provide ODP-approved courses, the state or local jurisdiction must use the standard evaluation form to collect data about the course and its participants. An ODP-approved course is defined as one developed by the state or local jurisdiction and approved by ODP for delivery. If the state or local jurisdiction receives training through its ODP course allocation, the training partner delivering the course is responsible for data collection and entry. Similarly, if the state or local jurisdiction enters into a direct contract with one of the ODP training partners, training partner is still responsible for the data collection and entry function.

However, if the ODP-sponsored course is delivered by a state or local organization, the course provider is responsible for collecting data on the course and its participants. As part of the course approval process, the course developer establishes a set of course objectives directly tied to the course content. The objectives are incorporated into the standardized course evaluation form. Course participants are required to complete all fields and the course instructor is responsible for ensuring that all forms are complete. Course providers are granted access to and enter data into the ODP Secure Portal. Costs related to developing and administering the self-assessment and collecting information via a standardized evaluation form is allowable.

Allowable Exercise Costs

Exercises conducted with ODP support (grant funds or direct support) must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). HSEEP Volumes I-III contain guidance and recommendations for designing, developing, conducting, and evaluating exercises. HSEEP Volumes I-III can be found at ODP's website at <http://www.ojp.usdoj.gov/odp/exercises.htm>. Volume IV, which contains sample exercise materials and documents, can be found on ODP's Secure Portal at <https://odp.esportals.com> or <http://www.llis.gov>.

Exercise Planning Workshop. Local jurisdictions must conduct an annual Exercise Planning Workshop (EPW) to examine the progress and effectiveness of their current exercise strategy and program. A Multiyear Exercise Plan and schedule must be produced from the EPW and submitted through ODP's Secure Portal Exercise Scheduler located at <https://odp.esportals.com>. Refer to HSEEP Volume III, Chapter 2 for further guidance on EPWs and the Multiyear Exercise Plan and schedule.

Exercise Scenarios. The scenarios used in SHSP, UASI, and LETPP-funded exercises must be terrorism-related and based on the state's/urban area's homeland security strategy and plans. Acceptable scenarios for exercises include: chemical, biological, radiological, nuclear, explosive, cyber and agricultural. Recipients that need further clarification on scenarios should consult with their ODP Exercise Manager for assistance and/or approval. Fifteen all-hazards National Planning Scenarios, including twelve terrorism scenarios, have been developed, and will be made available for use in national, federal, state, and local homeland security preparedness activities. Citizen participation in exercises is encouraged to include back filling non-professional tasks for first responders deployed on exercise, administrative and logistical assistance with exercise implementation, and providing simulated victims, press, and members of the public. Citizen participation in exercises should be coordinated with local Citizen Corps Council(s).

Recipients that wish to expend funds on models, simulations, or games (MS&G) must consult with "Review of Models, Simulations, and Games for Domestic Preparedness Training and Exercising, Volume III," which provides an overview and analysis of existing models, simulations and games. This report is available at <http://www.ojp.usdoj.gov/odp/exercises.htm>

Recipients must justify the purchase and use of a given MS&G product/service, by a) documenting the training and/or exercise objective(s), b) documenting how the selected product/service will support those objectives, and c) justification for the chosen product category (potentially referring to Volume III benefits/limitations). The form for this justification can be found at <http://www.ojp.usdoj.gov/odp/exercises.htm>.

If a state or urban area will be hosting an upcoming special event (e.g., Superbowl, G-8 Summit, etc.), or they anticipate that they will apply to be a venue for a future Top Officials (TOPOFF) exercise, they should plan to use SHSP or UASI funding to fund training and exercise activities in preparation for that event.

All tabletop exercises (TTXs), drills, functional exercises (FEs), and full-scale exercises (FSEs) will be evaluated and performance based. An After Action Report (AAR) and Improvement Plan will be prepared and submitted to DHS/ODP following every TTX, drill, FE, and FSE. AAR/IPs must be provided to ODP within 60 days following completion of each exercise (see HSEEP Volume II, Appendix A). Currently, these AAR/IPs can be submitted through the ODP Secure Portal. However ODP is working with other agencies to develop a national reporting system. ***A state or local jurisdiction that conducts an exercise using SHSP, UASI, and LETPP funds must follow the HSEEP doctrine and protocol contained in Volume II.***

Local jurisdictions are encouraged to develop a self-sustaining State Homeland Security Exercise and Evaluation Program which is modeled after the national HSEEP. This may include, for example: hiring dedicated exercise program staff, awareness seminars on HSEEP, attending exercise training courses, and maintaining a system to track the completion and submission of AARs and Improvement Plans from exercises (including costs associated with meeting with local units of government to define procedures).

Allowable Management and Administrative Costs

All programs within HSGP have allowable M&A costs for both the state-level as well as the local unit of government, urban area, or designated sub-recipient.

- **SHSP, UASI, LETPP, CCP, MMRS:** No more than **5% of the total amount** allocated to the state for each program within HSGP may be retained at the state level and used for M&A purposes. These state M&A funds must be included in the total funds retained by the state. In addition, local jurisdiction sub-recipients may retain and use up to **5% of their sub-award** for local M&A purposes.

Unauthorized Program Expenditures

Unauthorized program expenditures include: 1) expenditures for items such as general use software (word processing, spreadsheet, graphics, etc), general-use computers (other than for allowable M&A activities, or otherwise associated preparedness or response functions) and related equipment, general-use vehicles, licensing fees, weapons systems and ammunition; 2) activities unrelated to the completion and implementation of the SHSP; 3) other items not in accordance with the Authorized Equipment List or previously listed as allowable costs; and, 4) construction or renovation of facilities.

Designation of Sub-recipient Grant Administrator (SGA) STATE HOMELAND SECURITY PROGRAM

The following person is officially appointed to represent your jurisdiction as the *Sub-recipient* Grant Administrator (SGA) and is hereby duly authorized to fulfill the terms of this Cooperative Agreement during the performance period on behalf of the *Sub-recipient*.

Name: _____ Title: _____
(Sub-recipient Grant Administrator)

Organization Name: _____

Mailing Address: _____

City: _____ Zip Code _____

Telephone Number: () _____ Fax Number: () _____

Cellular Number: () _____ Pager Number: () _____

Email Address: _____

Appointed by: _____ Date: _____
(Print Name)

Signature: _____ Title: _____

LOCAL HOMELAND SECURITY PROGRAM

Sub-recipient will prepare a Program narrative and Budget Worksheet describing how the jurisdiction will use allocated funds to support the defined projects and objectives from the State's Homeland Security Strategy.

These funds may be used for homeland security and emergency operations planning; the purchase of specialized equipment to enhance the capability of local agencies to prevent, respond to, and mitigate incidents of terrorism involving the use of chemical, biological, radiological, nuclear, and explosive (CBRNE) weapons and cyber attacks; attendance at FEMA-sponsored or approved CBRNE training courses; for costs related to the design, development, conduct, and evaluation of CBRNE and cyber security exercises; and for costs associated with implementing State Homeland Security Strategy.

ALLOWABLE PROJECTS, GOALS & OBJECTIVES:

HSGP

PROJECT:

Establish/enhance a terrorism intelligence/early warning system, center, or task force.

GOAL:

Increase jurisdiction participation with multi-level intelligence components/agencies to deter/prevent WMD/Terrorism incidents

Objectives:

Provide Intel gathering and information sharing capabilities to 50% of local jurisdictions within 3 years after approval of state strategy.

Develop a joint 24-hour emergency notification system for first responders and others who are in a critical, need-to-know position. This includes the Health Alert Network (HAN) and DPS information dissemination to local law enforcement within 3 years after approval of state strategy.

PROJECT

Establish/enhance statewide deterrence/prevention and response efforts.

GOAL:

Reduce Mississippi's vulnerability to terrorism through preparedness and protective efforts.

Objectives:

Create, implement, and maintain terrorism preparedness plans consistent with the National Response Plan (NRP) and provide advice, assistance, training, and oversight to local governments in the development of such plans within 3 years after approval of state strategy.

Improve by 5% the number of emergency responders prepared to respond to WMD/CBRNE incidents, including hoaxes and suspicious packages within 3 years of the approval of the state strategy.

**Fiscal Year 2018 State Domestic Preparedness Equipment
Program
Equipment Purchase Budget Detail Worksheet and
Impact of Funding Table**

Jurisdiction: _____

Category	Item	Quantity	Total Cost	Items to Each Discipline (s)	Allocation to Each Discipline (s)
Personal Protective Equipment					
Explosive Device Mitigation and Remediation Equipment					
CBRNE Search & Rescue Equipment					
Interoperable Communication Equipment					
Detection Equipment					
Decontamination Equipment					
Physical Security Enhancement Equipment					
Terrorism Incident Prevention Equipment					
CBRNE Logistical Support Equipment					
CBRNE Incident Response Vehicle					
Medical Supplies and Limited Types of Pharmaceuticals					
CBRNE Reference Materials					
Agricultural Terrorism Prevention, Response and Mitigation Equipment					
CBRNE Response Watercraft					

CBRNE Aviation Equipment					
Cyber Security Enhancement Equipment					
Intervention Equipment					
Other Authorized Equipment					
Total:			\$		

List of Suggested Abbreviations

LE - Law Enforcement
 EMS-FB - Emergency Medical Services (Fire Based)
 EMS-NFB – Emergency Medical Services (Non Fire Based)
 EMA - Emergency Management
 FS - Fire Service
 HZ - HAZMAT
 PW - Public Works
 PH - Public Health
 GA - Governmental Administrative
 PSC - Public Safety Communications
 HC - Health Care
 Ag – Agriculture
 CS – Cyber Security

Fiscal Year 2018

Planning Budget Detail Worksheet

State: Mississippi

Date:

Jurisdiction: _____

Planning Total:

Planning Budget Category	Item	Amount
Personnel (Full, Part-time)		
Sub-Total:		
Contractors/Consultants		
Sub-Total:		
Travel		
Sub-Total		
Overtime/Backfill		
Sub-Total:		
Meeting Expenses		
Sub-Total:		
Office Equipment		
Sub-Total:		
Supplies		
Sub-Total:		
Total Jurisdictional Allocation:		

Fiscal Year 2018

Training Budget Detail Worksheet

State: Mississippi

Date:

Jurisdiction: _____

Training Total:

Training Budget Category	Item	Amount
Personnel (Full, Part-Time)		
Sub-Total:		
Contractors/Consultants		
Sub-Total:		
Overtime/Backfill		
Sub-Total:		
Travel		
Sub-Total:		
Supplies		
Sub-Total:		
Other Items		
Sub-Total:		
Total Allocation:		

Fiscal Year 2018

Exercise Budget Detail Worksheet

State: Mississippi

Date:

Jurisdiction: _____

Exercise Total:

Exercise Budget Category	Item	Amount
Personnel (Full, Part-Time)		
Sub-Total:		
Contractors/Consultants		
Sub-Total:		
Overtime/Backfill		
Sub-Total:		
Travel		
Sub-Total:		
Supplies		
Sub-Total:		
Other Items		
Sub-Total:		
Total Allocation:		

Fiscal Year 2018

Administrative Budget Detail Worksheet

State: Mississippi

Date:

Jurisdiction: _____

Administrative Total: _____

Administrative Budget Category	Item	Amount
Personnel (Full, Part-time)		
Sub-Total:		
Contractors/Consultants		
Sub-Total:		
Travel		
Sub-Total:		
Meeting Expenses		
Sub-Total:		
Office Equipment		
Sub-Total:		
Supplies		
Sub-Total:		
Total Jurisdictional Allocation:		

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

A RESOLUTION BY THE GULFPORT CITY COUNCIL AUTHORIZING THE CITY OF GULFPORT TO ACCEPT MISSISSIPPI OFFICE OF HOMELAND SECURITY GRANT NUMBER EMW-2018-SS-00009, TO AUTHORIZE THE EXECUTION OF ANY AND ALL DOCUMENTS REQUIRED TO ACCEPT THE SAME, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, by and through the City of Gulfport Fire Department, was granted permission and authorization by the City Council to apply for the Fiscal Year 2016 Mississippi Office of Homeland Security Grant Number **EMW-2018-SS-00009**; and

WHEREAS, the authorized grant application was submitted, and the City has recently been advised that the City is the recipient of a fiscal Year 2018 Mississippi Office of Homeland Security Grant in the amount of \$10,000.00 for Task Force III Equipment; and

WHEREAS, the City of Gulfport seeks authorization of the City Council to accept the aforementioned grant and seeks authorization for the Mayor and/or other official required by the Mississippi Office of Homeland Security to execute any and all documents as may be required to accept the Fiscal Year 2018 Homeland Security Grant Number **EMW-2018-SS-00009** in the amount of \$10,000.00 (see Exhibit "A" attached).

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 Fire Department, be and it is hereby authorized to accept the Fiscal Year 2018 Homeland Security Grant Number **EMW-2018-SS-00009** in the amount of \$10,000.00, the details of which are more fully set forth in the grant documents, attached hereto as Exhibit "A" and the Mayor (and other requested officials) be and hereby is authorized to execute any and all documents as may be required to accept and administer the grant.

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

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

APPROVED:

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Natasha Tate, Assistant to the Fire Chief
Fire Department

Date: 11/08/2018

Subject: Resolution - authorizing acceptance of Mississippi Office of Homeland Security Grant for the Fire Department in the amount of \$100,000 and authorizing the Mayor to execute the same.

Recommendation:



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HOMELAND SECURITY

PHIL BRYANT
GOVERNOR

MARSHALL L. FISHER
COMMISSIONER

October 1, 2018

Battalion Chief Chad Bryant

City of Gulfport Fire Department
1515 23rd Avenue
Gulfport, MS 39501

Dear Battalion Chief Bryant:

Enclosed you will find your Homeland Security Grant Program Award Letter and Grant Recipient Agreement for the Fiscal Year 2018. These funds in the amount of \$100,000.00 are for Task Force III and the purchase of equipment and operations as related to the Mississippi Office of Homeland Security initiatives. Please thoroughly read the Cooperative Agreement and make sure that you complete the following documents:

1. Awards Letter
2. Special Conditions Form
3. Article XI Execution form (Do not leave off your DUNS number)
4. Designation of Subgrantee Grant Administrator (SGA)
5. Scope of Work (Budget Narrative)
6. Completed Budget Detail Worksheets
7. Audit and Implementation Forms

Please sign your Grant Award Letter, Grant Recipient Agreement, and complete your Cooperative Agreement. All forms are provided on the flash drive; along with example templates. All mentioned documents are required to be in this office no later than **December 17, 2018**. Failure to return your signed original Grant Award, Grant Recipient Agreement, and the Cooperative Agreement by the above date will result in the reallocation of these funds.

Please contact our office if you should have any questions. You may reach me at 601-346-1504.

Regards,

Marsha Manuel, Grants Director
MM:rds



PHIL BRYANT
GOVERNOR

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HOMELAND SECURITY

MARSHALL L. FISHER
COMMISSIONER

SUBRECIPIENT GRANT AWARD

Subrecipient:

**CITY OF GULFPORT FIRE DEPARTMENT
(Task Force III Operations and Equipment)**

Project Title(s):

Homeland Security Grant Program

Grant Period:

11-01-18 – 10-31-19

Date of Award:

09-19-18

Total Amount of Award:

\$100,000.00

Grant No.:

18HS202T

In accordance with the provisions of Federal Fiscal Year 2018 Homeland Security Grant Program, the Mississippi Office of Homeland Security (MOHS), State Administrative Agency (SAA), hereby awards to the foregoing Subrecipient a grant in the federal amount shown above. The CFDA number is 97.067 and MOHS federal grant number is **EMW-2018-SS-00009**. Authorizing Authority for Program: Section 2002 of the *Homeland Security Act of 2002*, as amended (Pub. L. No. 107-296), (6 U.S.C. 603).

Payment of Funds: The original signed copy of this Award must be signed by the Official Authorized to Sign in the space below and returned to the MOHS no later than December 17, 2018. **The grant shall be effective upon return of this form and final approval the MOHS of the grant budget and program narrative.** Grant funds will be disbursed to subgrantees (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions and the Mississippi Department of Public Safety, Office of Homeland Security, Homeland Security Grant Program, Policies and Procedures Manual; to comply with provisions of the Act governing these funds and all other federal laws and regulations; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the subrecipient; and that all agencies involved with this project understand that all federal funds are limited to a twelve-month period.

Supplantation: The Act requires that subrecipients provide assurance that subrecipient funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through the MOHS shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

ACCEPTANCE FOR THE SUBRECIPIENT

Signature of Official Authorized to Sign

Signature of MOHS Director

SUBRECIPIENT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE MOHS OF THE SUBRECIPIENT'S GRANT PROGRAM BUDGET AND NARRATIVE.

GRANT RECIPIENT AGREEMENT

1. The designated representative certifies that he/she has legal authority to receive assistance.
2. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State assistance.
3. The Applicant shall use awarded funds solely for the purpose for which these funds are provided and as approved by the DPS Authorized Representative.
4. The Applicant is aware of and shall comply with cost-sharing requirements, if applicable.
5. The Applicant shall establish and maintain a proper accounting system to record expenditures of awarded funds in accordance with generally accepted accounting standards and OMB Circulars 2 CFR 200 as applicable and/or as directed by the DPS Authorized Representative.
6. The Applicant shall comply with the Single Audit Act of 1984 and will provide copies of audit reports when issued, 44CFR Part 14.
7. The Applicant shall give State and Federal agencies designated by the DPS Authorized Representative access to and the right to examine all records and documents related to use of award funds.
8. The Applicant shall return to the State, within thirty (30) days of such request by the DPS Authorized Representative, any advance funds which are not supported by audit or other Federal or State review of documentation by the Applicant.
9. The Applicant shall comply with all applicable provisions of Federal and State laws and regulations in regard to procurement of goods and services.
10. The Applicant shall comply with regulations implementing the Drug-Free Workplace Act of 1988, 44CFR Part 17, Subpart F.
11. The Applicant shall comply with all Federal and State statutes and regulations relating to non-discrimination.
12. The Applicant shall comply with provisions of the Hatch Act limiting political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.
13. The Applicant shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
14. The Applicant shall not enter into any contracts or purchase merchandise from any party or vendor which is disbarred or suspended from participating in Federal assistance programs.

Grant Recipient Representative

Date

MISSISSIPPI OFFICE OF HOMELAND SECURITY

STATE HOMELAND SECURITY GRANT PROGRAM SPECIAL CONDITIONS

- * * * * *
1. All sub-grantees must comply with the National Incident Management System (NIMS) minimum requirements as specified in the Fiscal Year 2006 Homeland Security Grant Program Guidelines and Application Kit, page 47-48. By September 30, 2006, all jurisdictions must be fully NIMS compliant. FY06 and FY07 Homeland Security grant funds are contingent on NIMS compliance.
 2. All sub-grantees must comply and be familiar with Homeland Security Presidential Directive-8, with regards to the IED Scenario, as mandated by the Office of Domestic Preparedness.
 3. All sub-grantees are required to modify their existing incident management and emergency operations plans in accordance with the National Response Plan's coordinating structures, processes, and protocols.
 4. All sub-grantees are required by the Office of Domestic Preparedness to use the Global Justice Data Model specifications and guidelines regarding the use of XML for all HSGP awards.
 5. Prior to the obligation or expenditure of any funds awarded through this grant, the Sub-recipient must become a legal signatory of the Statewide Mutual Agreement, maintained by the STATE EMERGENCY MANAGEMENT AGENCY. Furthermore, the Sub-grantee agree and understand that by allowing any agency to receive direct or indirect support from these grant funds without becoming a legal signatory to the said agreement is a direct violation of the terms and conditions of this grant award.
 6. All SHSP sub-grantees must fully engage citizens by expanding plans and task force memberships to address citizen participation; awareness and outreach to inform and engage the public; include citizens in training and exercise; and develop or expand programs that integrate citizen/volunteer support for the emergency responder disciplines.
 7. Recurring costs/fees are not allowable for funding under the 2006 HSGP. Internet service fees, radio service fees, cellular phone fees, satellite phone fees, etc. paid for with grant funds are for 12 months during the year of equipment purchase only.
 8. Position descriptions for each person to be paid with grant funds and organizational chart identifying grant funded position(s).
 9. A physical inventory of property and equipment (as defined in Section IV, D.) must be taken and the results reconciled with the property control form at least once every two years. This report must be prepared and submitted by the sub-recipient to the SAA by January 31 of each year beginning in calendar year 2016.
 10. The MOHS requires that property acquired with grant funds be tagged and tracked using a computer-based inventory system.
 11. The FCC has chosen the Project 25 suite of standards for voice and low-moderate speed data interoperability. In an effort to realize improved interoperability, all radios purchased under this grant should be APCO 25 compliant.
 12. The Budget Worksheet and/or Budget Narrative pages for this grant need to be revised before obligation of any grant funds.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above conditions.

Signature of the Chief Executive Officer

Date

**STATE OF MISSISSIPPI
AND
GOVERNOR PHIL BRYANT**



**HOMELAND SECURITY
COOPERATIVE AGREEMENT**

Between

CITY OF GULFPORT FIRE DEPARTMENT

AND

MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY



HOMELAND SECURITY COOPERATIVE AGREEMENT (CA)

On behalf of Governor Phil Bryant, this Cooperative Agreement is entered into between the Department of Public Safety, Office of Homeland Security, hereto referred to as *Recipient*, and the City of Gulfport Fire Department hereto referred to as Sub-recipient.

Article I. Purpose

The purpose of this Cooperative Agreement (CA) is to utilize 100% federal funding (no match required) provided through FEMA, U.S. Department of Homeland Security to enhance capabilities within the State of Mississippi to respond to acts of domestic and international terrorism including the use of weapons of mass destruction. The Department of Public Safety, Office of Homeland Security will accomplish this by prioritizing and facilitating the delivery and use of federal financial assistance as identified in the published Office for Domestic Preparedness Homeland Security Grant Program Guidance (attached). This enables the Sub-recipient to exercise management discretion and control in achieving the specified objectives of this Cooperative Agreement within the State of Mississippi. It is intended that this partnership will result in the development of a competent and sustainable system designed to provide prevention/deterrence and emergency response to a potential terrorism event within the State.

Article II. Budget Narrative

The objectives outlined within the performance period of this Cooperative Agreement will be supportive of the priorities defined in the State Homeland Security Three-Year Strategic Plan in the form of equipment, planning, training, exercise, management and administration funding and shall be in compliance with FEMA Homeland Security Grant Program Guidance.

Article III. Period of Performance

The period of performance for this Cooperative Agreement shall begin on the date of acceptance of the **SUBRECIPIENT AWARD** execution and shall continue through the period of SUBRECIPIENT AWARD unless terminated by the Department of Public Safety. Future SUBRECIPIENT AWARDS for supporting the requirements of the jurisdiction may be awarded under the terms of this agreement through additional sub grants so long as all signatory officials remain unchanged.

Article IV. Reports

The Quarterly Report and financial reports: Request for reimbursement is **due within 30 days after each reporting quarter**: 1st Quarter, October-December, 2nd Quarter,

January-March; 3rd Quarter, April-June; 4th Quarter, July-September.

The Quarterly and Progress reports must be submitted so that progress can be tracked and outcomes evaluated.

Article V. Roles and Responsibilities

A. Local *Sub-recipient* General Guidance

1. The local *Sub-recipient* shall develop and improve their capability to combat the affects of a terrorism event. This is accomplished through the purchase of specialized equipment as identified in the published OJP selected equipment list or support of planning, exercises or training activities associated with the prevention, response or recovery from terrorism incidents.
2. The chief elected official is responsible for committing to the terms of this CA, budgeting local funds to purchase equipment or support jurisdictional exercise, training and planning efforts for executing this CA on behalf of the Sub-recipient's jurisdiction.
3. The Sub-Recipient shall designate a *Sub-recipient* public official as the Sub-recipient Grant Administrator (SGA) for developing and attaching the CA scope of work to Appendices A & B, obtaining project approval from respective officials, reporting, submitting applications to Recipient, equipment distribution, training, and obtaining and submitting supporting documentation and requests for reimbursement on behalf of the Sub-recipient to *Recipient* for repayment. **The SGA shall be responsible for reporting to the Mississippi Office of Homeland Security (MSOHS) via the Biannual Strategy Implementation Report (BSIR)**

B. Local Homeland Security Program Guidance

The Homeland Security Grant Program (HSGP) through the State Homeland Security Program (SHSP) provides funds for homeland security and emergency operations planning; the purchase of specialized equipment to enhance the capability of State and local agencies to prevent, respond to, and mitigate incidents of terrorism involving the use of chemical, biological, radiological, nuclear, and explosive (CBRNE) weapons and cyber attacks; for costs related to the design, development, and conduct of a State CBRNE and cyber security training programs and attendance at ODP-sponsored CBRNE training courses; for costs related to the design, development, conduct, and evaluation of CBRNE and cyber security exercises; and for costs associated with implementing State Homeland Security Assessments and Strategies (SHSAS). See

Article XI. Execution

IN WITNESS WHEREOF, the parties names herein have duly executed this Cooperative Agreement on the date set forth below:

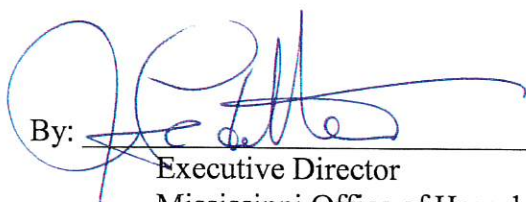
SUBRECIPIENT: CITY OF GULFPORT FIRE DEPARTMENT ATTEST:

By: _____
Authorized Official

Date: _____

DUNS Number: _____

APPROVED: State of Mississippi

By:  _____

Executive Director
Mississippi Office of Homeland Security

Date: 10-17-18

**STATE HOMELAND SECURITY
GRANT PROGRAM**

LOCAL HOMELAND SECURITY PROGRAM FISCAL

YEAR 2018

TOTAL AWARD: \$100,000.00

Allowable Equipment Costs

Allowable equipment categories for FY18 HSGP are listed on the web-based Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), which is sponsored by ODP and the Oklahoma City National Memorial Institute for the Prevention of Terrorism (MIPT) at <http://www.rkb.us>. The website is designed to provide emergency responders, purchasers, and planners with a trusted, integrated, online source of information on products, standards, certifications, grants, and other equipment related information. By integrating this information, which includes the Inter-Agency Board's (IAB) Standardized Equipment List (SEL) and the AEL from ODP, into one location, responders, vendors, standards organizations, training facilities, and grant making organizations have a trusted first source to answering questions such as:

- What equipment is on the market?
- Has it been certified?
- If so, to what standard?
- What training is needed to use it effectively?
- Are there experts available for consultation and questions?

The FY18 HSGP, AEL is housed on the RKB and relies heavily on the SEL developed by the IAB for Equipment Standardization and Interoperability. The 2018 AEL has been modified to facilitate cross-referencing of the SEL in an effort to eliminate redundancy. Both the AEL and SEL are available on the RKB, which also offers an interactive version that provides links to corresponding SEL items and commercial products. In some cases, items on the SEL are not allowable under FY18 HSGP or will not be eligible for purchase unless specific conditions are met. In addition, some items eligible under this grant program are beyond the scope of the SEL and thus will only appear in the AEL.

Planning Costs Allowable

SHSP funds may be used for a range of homeland security planning activities, including the following:

Developing and implementing homeland security support programs and adopting DHS national initiatives including but not limited to the following:

- Costs associated with the implementation and adoption HSPD-8 initiatives
- Costs associated with the implementation and adoption of NIMS
- Costs associated with the modifying existing incident management and emergency operations plans to ensure proper alignment with the NRP coordinating structures, processes, and protocols
- Establishment or enhancement of mutual aid agreements
- Development of communications and interoperability protocols and solutions
- Conducting local, regional, and tribal program implementation meetings
- Developing or updating resource inventory assets in accordance to typed resource definitions issued by the NIC
- Design state and local geospatial data systems
- Development of related critical infrastructure terrorism prevention activities including:
 - o Planning for enhancing security during heightened alerts, during terrorist incidents and/or during mitigation and recovery
 - o Public information/education: printed and electronic materials, public service announcements, seminars/town hall meetings, web postings coordinated through local Citizen Corps Councils
 - o Citizen Corps activities in communities surrounding critical infrastructure sites, including Neighborhood Watch, VIPs, and other opportunities for citizen participation
 - o Evaluating CIP security equipment and/or personnel requirements to protect and secure sites
 - o CIP cost assessments, including resources (financial, personnel, etc.) required for security enhancements/deployments.

Develop and enhance plans and protocols, including but not limited to:

- Develop or enhance emergency operations plans and operating procedures
- Develop terrorism prevention/deterrence plans
- Develop plans, procedures, and requirements for the management of infrastructure and resources related to HSGP and implementation of State or Urban Area Homeland Security Strategies
- Develop or enhance border security plans
- Develop or enhance cyber security plans
- Develop or enhance cyber risk mitigation plans
- Develop or enhance agriculture/food security risk mitigation, response, and recovery plans
- Develop public/private sector partnership emergency response, assessment, and resource sharing plans
- Develop or update local or regional communications plans
- Development of plans to support and assist special needs jurisdictions, such as port authorities and rail and mass transit agencies
- Development or enhancement of continuity of operations and continuity of government plans
- Development or enhancement of existing catastrophic incident response and recovery plans to include and integrate federal assets provided under the NRP.

Develop or conduct assessments, including but not limited to:

- Conduct point vulnerability assessments at critical infrastructure sites/key assets and develop remediation/security plans
- Conduct cyber risk and vulnerability assessments
- Conducting assessments and exercises of existing catastrophic incident response and recovery plans and capabilities to identify critical gaps that cannot be met by existing local and state resources
- Activities which directly support the identification of specific catastrophic incident priority response and recovery projected needs
- Activities which directly support the identification and advance preparation of predesignated temporary housing sites; for example:
 - o Conducting assessments and studies to identify qualified candidate sites
 - o Obtaining accurate site surveys and existing utility information
 - o Coordinating zoning requirements and necessary permits and/or waivers
 - o Coordinating environmental impact requirements related to a selected site
 - o Coordinating historic preservation requirements related to a selected site.

Allowable Training Costs

Local jurisdictions may use HSGP funds to enhance the capabilities of state and local emergency preparedness and response personnel through development of a state homeland security training program. Allowable training-related costs under ODP grant programs include: 1) establishment of CBRNE terrorism and cyber security training programs within existing training academies, universities or junior colleges; and 2) overtime and backfill costs associated with attendance at ODP-sponsored and ODP approved CBRNE and cyber security training courses.

The target audience for training courses include emergency preparedness, prevention and response personnel, emergency managers and public/elected officials within the following disciplines: firefighters, law enforcement, emergency management, emergency medical services, hazardous materials, public works, public health, health care, public safety communications, governmental administrative, cyber security and private security providers. The homeland security training program should also include training for citizens in awareness, preparedness, prevention, response skills, and volunteer activities and be coordinated through state and local Citizen Corps Councils.

Local jurisdictions are encouraged to adopt current ODP awareness and performance level courses. In order to deliver these courses, state and local instructors must have been certified to deliver the course by successfully completing ODP train-the-trainer courses. Detailed descriptions of ODP courses are included in the *ODP CBRNE Training Course Catalog* at <http://www.ojp.usdoj.gov/odp/docs/coursecatalog.pdf>. Programs of instruction for these courses will be made available upon request to assist efforts to institutionalize these training programs at the state and local levels.

ODP will conduct periodic reviews of all state and urban area training funded by ODP. These reviews may include requests for all course materials and physical observation of participation in the funded training. If these reviews determine that courses are outside the scope of this guidance, recipients will be asked to reimburse grant fund expended in support of those efforts.

ODP provides the following definitions of key training terms to facilitate a common understanding of the FY18 HSGP guidance:

- **ODP Courses:** Those courses developed for and/or delivered by institutions and organizations funded by ODP.
- **Federal Courses Related to CBRNE Terrorism:** Those courses developed for and or delivered by institutions funded by federal entities other than ODP which fall within the ODP mission scope: of which is to prepare state and local personnel to prevent, respond to, and recover from acts of terrorism involving CBRNE weapons.
- **Non-Federal Courses:** Those courses developed for and or delivered by institutions or organizations other than federal entities or ODP.

In addition, local jurisdictions shall follow accepted principles of instructional systems design, employing the Analysis, Design, Development, Implementation, and Evaluation (ADDIE) model or equivalent methodologies. (The ADDIE process is explained in greater depth in the *ODP Blended Learning Strategy* available on the ODP website at: <http://www.ojp.usdoj.gov/odp/blendedlearning>.) Local jurisdictions shall apply these methodologies to ensure that complete curriculum exists for training funded by ODP grant. Complete curriculum consists of:

- **Level of Training.** The state or urban area will identify the level(s) of training of the course(s) and materials submitted. Each submission must be identified as Awareness, Performance–Defense (Occupational Safety and Health Administration (OSHA) Operations), Performance–Offensive (OSHA Technician), or Planning/Management (OSHA Incident Command) levels. More detailed descriptions of the levels can be found at <http://www.ojp.usdoj.gov/odp/training.htm> or <http://www.osha.gov>.
- **Program of Instruction/Syllabus.** The program of instruction or syllabus is an outline or matrix of the course content. It addresses the scope of the training, course learning objectives, duration of the training (broken-down by module, session, or lesson), resource requirements, instructor to student ratio and an evaluation strategy. These items are not all-inclusive, but are the minimum categories that should be addressed.
- **Training Support Package.** The training support package includes all of the materials associated with the delivery of a training course. The following items should be included:
 - **Instructor Guide/Instructor Outline/Instructor Lesson Plans:** The published instructor material that contains course text and special instructor notes that provides the information to deliver the material

- o **Participant Manual/Guide/Workbook:** The published student material that contains the supporting information in booklet or handout form that the participant has available for reference
 - o **Audio/Visual Support Materials:** Any audio/visual components that are part of any learning module, session, lesson, or that supports the overall training being delivered
 - o **Special Support Materials:** Any descriptions of practical exercises, tabletop exercises, hands-on exercises, or other material that supports learning objectives
- **Module/Session/Lesson Content.** Training courses should be designed based on a building block approach. Each sub-component in the course should be titled as a module, session, or lesson. Regardless of the title, each module, session, or lesson, should have a Lesson Administration Page that outlines the following:
- o **Scope Statement:** A brief description of the content of the module, session or lesson
 - o **Terminal Learning Objectives:** An action verb statement that outlines what the participant is expected to learn or be capable of performing at the conclusion of the module, session, or lesson. There should be only one terminal learning objective per module, session, or lesson
 - o **Enabling Learning Objectives:** Enabling learning objectives are the incremental learning objectives that support the terminal learning objective. There should be at least one enabling learning objective per module, session or lesson. Each enabling learning objective must be a measurable performance statement that enables the participant to demonstrate achievement of the terminal learning objective
 - o **Resource List:** A listing of the resources needed to successfully accomplish the module, session, or lesson
 - o **Instructor to Participant Ratio:** The instructor to participant requirement for successful presentation of the material (e.g., 1:25)
 - o **Reference List:** A listing of all reference materials used to develop the module, session, or lesson (This information may also be included as a bibliography).
 - o **Practical Exercise Statement:** This describes any exercises associated with the module, session, or lesson
 - o **Evaluation Strategy:** This defines the strategy used to evaluate the module, session, or lesson (e.g., written and/or performance test).

Conditional Approvals of Non-ODP Courses. In contrast to FY04, no conditional approvals, in advance of an independent third-party subject matter expert (SME) review, will be granted in FY18 for use of ODP funds to develop or institutionalize non-ODP courses. ODP will require local jurisdictions to adhere to a streamlined course approval process. Please see *Appendix E: Overview of Approval Process for Non-ODP Developed Courses* for more information. Courses will either be approved or disapproved following this review process.

Attending Other Federal Courses Related to CBRNE Terrorism. Local jurisdictions are no longer required to submit requests for personnel to attend certain Federal courses that fall within the ODP mission scope of preparing state and local personnel to prevent,

respond to, and recover from acts of terrorism involving CBRNE weapons. In lieu of requesting approval, local jurisdictions will be required to submit information on all federal training they are supporting with ODP funds via the Training section of the ODP website (<http://www.ojp.usdoj.gov/odp/training.htm>). This information will consist of course title, level of the training, the training provider, the date of the course, the number of individuals to be trained, and the sponsoring jurisdiction.

Several broad categories of courses will automatically be included in the list of eligible federal courses:

- All NIMS training approved by the NIMS Integration Center (NIC) is eligible for use of ODP funds.
- All Incident Command System (ICS) training offered through the National Fire Academy and the Emergency Management Institute is eligible for use of ODP funds. This guidance applies to resident training, train-the-trainer, and field delivery of courses.

A list of federal courses that fall within the ODP mission scope is included in *Appendix F: Federal Training Course List*.

These courses must build additional capabilities that 1) meet a specific need identified through the homeland security assessment process, and 2) comport with the State or Urban Area Homeland Security Strategy.

Federal funds must be used to supplement—not supplant—existing funds that have been appropriated for the same purpose. Thus, if the state or urban area has already budgeted for personnel to attend courses, ODP funds may only be used to send additional individuals above and beyond those previously budgeted.

Eligibility of Hazardous Materials Courses. Hazardous materials courses, including basic, operations, and technician level courses, are eligible for support through ODP funds **only if the course fully addresses the hazardous materials sections included in the ODP Emergency Responder Guidelines and the ODP Homeland Security Guidelines for Prevention and Deterrence.** If the hazardous materials course does **not fully** address the hazardous materials sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, then the course is not considered an allowable use of ODP funds.

The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.

Eligibility of Search and Rescue, Special Weapons and Tactics (SWAT), and Medical Trauma Courses. On September 1, 2004, ODP issued Information Bulletin #132 on the

Interagency Security Plan, available at <http://www.ojp.usdoj.gov/odp/docs/bulletins.htm>. In this bulletin, ODP expanded the allowable use of grant funds to support additional training in the areas of search and rescue, SWAT, and medical trauma provided certain requirements were met. The following sections provide further detail on these initiatives.

- *Eligibility of Search and Rescue Courses:* Local jurisdictions shall conduct search and rescue training in compliance with:

- o NFPA 1670, *Standard on Operations and Training for Technical Rescue and Search Incidents*
- o NFPA 1006, *Standard for Rescue Technician Professional Qualifications* Only
Urban Search and Rescue (USAR) courses approved by FEMA and delivered by FEMA-certified providers are eligible for use of ODP funds. A list of these courses and providers will be maintained by ODP in coordination with FEMA.

The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.

If the basic, foundational USAR course fully addresses the fire service and or hazardous materials sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, no additional CBRNE-specific training is necessary for eligibility purposes. However, if the foundational USAR course does **not** fully address these sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, then the student must also complete follow-on CBRNE awareness training within a reasonable timeframe in order for the USAR course to be considered an allowable use of ODP funds.

These USAR courses are intended to build a critical capacity at the state and local levels. **The execution of this training in the stated capacity-building context is unrelated to designation of national USAR teams. Therefore, local jurisdictions and UASI jurisdictions may not request such designation based on training.**

- *Eligibility of SWAT Courses:* SWAT courses, including basic, foundational courses, are eligible for support through ODP funds, provided that the training meets the following requirements:

- o The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.
- o Local jurisdictions shall conduct training in compliance with state and local regulations and policies governing the certification of SWAT personnel.

- o Trainees shall be sworn officers and shall have completed a Basic SWAT school accredited by the appropriate state-level criminal justice organization.
 - o Training shall be conducted by instructors certified by a state or national level criminal justice organization
 - o The State or Urban Area shall develop and implement a safety plan excluding service ammunition and weapons from the training site and shall not employ live chemical agents (to include OC) or impact weapons during the training
 - o If a foundational SWAT course fully addresses the law enforcement sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, no additional CBRNE-specific training is necessary for eligibility purposes. However, if the foundational SWAT course does **not** fully address the law enforcement sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, then the student must also complete follow-on CBRNE awareness training within a reasonable timeframe in order for the foundational SWAT course to be considered an allowable use of ODP funds.
- *Eligibility of Medical Trauma Courses:* Medical trauma courses—including basic, foundational courses—are eligible for support through ODP funds, provided that the training meets the following requirements:
- o The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.
 - o Local jurisdictions shall conduct training in compliance with NFPA 473, *Standard Competencies for EMS Personnel Responding to Hazardous Materials Incidents*.
 - o Local jurisdictions shall conduct training in compliance with state and local regulations and policies governing the certification of EMS providers.
 - o Local jurisdictions shall coordinate their efforts with the closest MMRS jurisdiction.
 - o Trainees shall have completed a basic Emergency Medical Technician (EMT) certification per the state or local accreditation requirements. This type of training may not be funded with ODP monies.
 - o If a foundational medical trauma course fully addresses the emergency medical services sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, no additional CBRNE-specific training is necessary for eligibility purposes. However, if the foundational medical trauma course does **not** fully address the emergency medical services sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, then the student Must also complete follow-on CBRNE awareness training within a reasonable timeframe in order for the foundational medical trauma course to be considered an allowable use of ODP funds.

Evaluation of ODP Training Courses. The goal of evaluating ODP training courses is to determine how much a participant's knowledge, skills, and abilities change after completion of a course relative to knowledge, skills, and abilities prior to the class. ODP utilizes a self-assessment methodology and collects information via a standardized evaluation form. The form is designed to gather data about the course and participant, including data such as the participant's professional discipline and years of service. Additionally, the evaluation measures the participant's knowledge relative to a set of standardized learning objectives both before and after taking the course.

If a state or local jurisdiction uses ODP funds to provide ODP-approved courses, the state or local jurisdiction must use the standard evaluation form to collect data about the course and its participants. An ODP-approved course is defined as one developed by the state or local jurisdiction and approved by ODP for delivery. If the state or local jurisdiction receives training through its ODP course allocation, the training partner delivering the course is responsible for data collection and entry. Similarly, if the state or local jurisdiction enters into a direct contract with one of the ODP training partners, training partner is still responsible for the data collection and entry function.

However, if the ODP-sponsored course is delivered by a state or local organization, the course provider is responsible for collecting data on the course and its participants. As part of the course approval process, the course developer establishes a set of course objectives directly tied to the course content. The objectives are incorporated into the standardized course evaluation form. Course participants are required to complete all fields and the course instructor is responsible for ensuring that all forms are complete. Course providers are granted access to and enter data into the ODP Secure Portal. Costs related to developing and administering the self-assessment and collecting information via a standardized evaluation form is allowable.

Allowable Exercise Costs

Exercises conducted with ODP support (grant funds or direct support) must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). HSEEP Volumes I-III contain guidance and recommendations for designing, developing, conducting, and evaluating exercises. HSEEP Volumes I-III can be found at ODP's website at <http://www.ojp.usdoj.gov/odp/exercises.htm>. Volume IV, which contains sample exercise materials and documents, can be found on ODP's Secure Portal at <https://odp.esportals.com> or <http://www.llis.gov>.

Exercise Planning Workshop. Local jurisdictions must conduct an annual Exercise Planning Workshop (EPW) to examine the progress and effectiveness of their current exercise strategy and program. A Multiyear Exercise Plan and schedule must be produced from the EPW and submitted through ODP's Secure Portal Exercise Scheduler located at <https://odp.esportals.com>. Refer to HSEEP Volume III, Chapter 2 for further guidance on EPWs and the Multiyear Exercise Plan and schedule.

Exercise Scenarios. The scenarios used in SHSP, UASI, and LETPP-funded exercises must be terrorism-related and based on the state's/urban area's homeland security strategy and plans. Acceptable scenarios for exercises include: chemical, biological, radiological, nuclear, explosive, cyber and agricultural. Recipients that need further clarification on scenarios should consult with their ODP Exercise Manager for assistance and/or approval. Fifteen all-hazards National Planning Scenarios, including twelve terrorism scenarios, have been developed, and will be made available for use in national, federal, state, and local homeland security preparedness activities. Citizen participation in exercises is encouraged to include back filling non-professional tasks for first responders deployed on exercise, administrative and logistical assistance with exercise implementation, and providing simulated victims, press, and members of the public. Citizen participation in exercises should be coordinated with local Citizen Corps Council(s).

Recipients that wish to expend funds on models, simulations, or games (MS&G) must consult with "Review of Models, Simulations, and Games for Domestic Preparedness Training and Exercising, Volume III," which provides an overview and analysis of existing models, simulations and games. This report is available at <http://www.ojp.usdoj.gov/odp/exercises.htm>

Recipients must justify the purchase and use of a given MS&G product/service, by a) documenting the training and/or exercise objective(s), b) documenting how the selected product/service will support those objectives, and c) justification for the chosen product category (potentially referring to Volume III benefits/limitations). The form for this justification can be found at <http://www.ojp.usdoj.gov/odp/exercises.htm>.

If a state or urban area will be hosting an upcoming special event (e.g., Superbowl, G-8 Summit, etc.), or they anticipate that they will apply to be a venue for a future Top Officials (TOPOFF) exercise, they should plan to use SHSP or UASI funding to fund training and exercise activities in preparation for that event.

All tabletop exercises (TTXs), drills, functional exercises (FEs), and full-scale exercises (FSEs) will be evaluated and performance based. An After Action Report (AAR) and Improvement Plan will be prepared and submitted to DHS/ODP following every TTX, drill, FE, and FSE. AAR/IPs must be provided to ODP within 60 days following completion of each exercise (see HSEEP Volume II, Appendix A). Currently, these AAR/IPs can be submitted through the ODP Secure Portal. However ODP is working with other agencies to develop a national reporting system. ***A state or local jurisdiction that conducts an exercise using SHSP, UASI, and LETPP funds must follow the HSEEP doctrine and protocol contained in Volume II.***

Local jurisdictions are encouraged to develop a self-sustaining State Homeland Security Exercise and Evaluation Program which is modeled after the national HSEEP. This may include, for example: hiring dedicated exercise program staff, awareness seminars on HSEEP, attending exercise training courses, and maintaining a system to track the completion and submission of AARs and Improvement Plans from exercises (including costs associated with meeting with local units of government to define procedures).

Allowable Management and Administrative Costs

All programs within HSGP have allowable M&A costs for both the state-level as well as the local unit of government, urban area, or designated sub-recipient.

- **SHSP, UASI, LETPP, CCP, MMRS:** No more than **5% of the total amount** allocated to the state for each program within HSGP may be retained at the state level and used for M&A purposes. These state M&A funds must be included in the total funds retained by the state. In addition, local jurisdiction sub-recipients may retain and use up to **5% of their sub-award** for local M&A purposes.

Unauthorized Program Expenditures

Unauthorized program expenditures include: 1) expenditures for items such as general use software (word processing, spreadsheet, graphics, etc), general-use computers (other than for allowable M&A activities, or otherwise associated preparedness or response functions) and related equipment, general-use vehicles, licensing fees, weapons systems and ammunition; 2) activities unrelated to the completion and implementation of the SHSP; 3) other items not in accordance with the Authorized Equipment List or previously listed as allowable costs; and, 4) construction or renovation of facilities.

Designation of Sub-recipient Grant Administrator (SGA) STATE HOMELAND SECURITY PROGRAM

The following person is officially appointed to represent your jurisdiction as the *Sub-recipient* Grant Administrator (SGA) and is hereby duly authorized to fulfill the terms of this Cooperative Agreement during the performance period on behalf of the *Sub-recipient*.

Name: _____ Title: _____
(Sub-recipient Grant Administrator)

Organization Name: _____

Mailing Address: _____

City: _____ Zip Code _____

Telephone Number: () _____ Fax Number: () _____

Cellular Number: () _____ Pager Number: () _____

Email Address: _____

Appointed by: _____ Date: _____
(Print Name)

Signature: _____ Title: _____

LOCAL HOMELAND SECURITY PROGRAM

Sub-recipient will prepare a Program narrative and Budget Worksheet describing how the jurisdiction will use allocated funds to support the defined projects and objectives from the State's Homeland Security Strategy.

These funds may be used for homeland security and emergency operations planning; the purchase of specialized equipment to enhance the capability of local agencies to prevent, respond to, and mitigate incidents of terrorism involving the use of chemical, biological, radiological, nuclear, and explosive (CBRNE) weapons and cyber attacks; attendance at FEMA-sponsored or approved CBRNE training courses; for costs related to the design, development, conduct, and evaluation of CBRNE and cyber security exercises; and for costs associated with implementing State Homeland Security Strategy.

ALLOWABLE PROJECTS, GOALS & OBJECTIVES:

HSGP

PROJECT:

Establish/enhance a terrorism intelligence/early warning system, center, or task force.

GOAL:

Increase jurisdiction participation with multi-level intelligence components/agencies to deter/prevent WMD/Terrorism incidents

Objectives:

Provide Intel gathering and information sharing capabilities to 50% of local jurisdictions within 3 years after approval of state strategy.

Develop a joint 24-hour emergency notification system for first responders and others who are in a critical, need-to-know position. This includes the Health Alert Network (HAN) and DPS information dissemination to local law enforcement within 3 years after approval of state strategy.

PROJECT

Establish/enhance statewide deterrence/prevention and response efforts.

GOAL:

Reduce Mississippi's vulnerability to terrorism through preparedness and protective efforts.

Objectives:

Create, implement, and maintain terrorism preparedness plans consistent with the National Response Plan (NRP) and provide advice, assistance, training, and oversight to local governments in the development of such plans within 3 years after approval of state strategy.

Improve by 5% the number of emergency responders prepared to respond to WMD/CBRNE incidents, including hoaxes and suspicious packages within 3 years of the approval of the state strategy.

**Fiscal Year 2018 State Domestic Preparedness Equipment
Program
Equipment Purchase Budget Detail Worksheet and
Impact of Funding Table**

Jurisdiction: _____

Category	Item	Quantity	Total Cost	Items to Each Discipline (s)	Allocation to Each Discipline (s)
Personal Protective Equipment					
Explosive Device Mitigation and Remediation Equipment					
CBRNE Search & Rescue Equipment					
Interoperable Communication Equipment					
Detection Equipment					
Decontamination Equipment					
Physical Security Enhancement Equipment					
Terrorism Incident Prevention Equipment					
CBRNE Logistical Support Equipment					
CBRNE Incident Response Vehicle					
Medical Supplies and Limited Types of Pharmaceuticals					
CBRNE Reference Materials					
Agricultural Terrorism Prevention, Response and Mitigation Equipment					
CBRNE Response Watercraft					

CBRNE Aviation Equipment					
Cyber Security Enhancement Equipment					
Intervention Equipment					
Other Authorized Equipment					
Total:			\$		

List of Suggested Abbreviations

LE - Law Enforcement
 EMS-FB - Emergency Medical Services (Fire Based)
 EMS-NFB – Emergency Medical Services (Non Fire Based)
 EMA - Emergency Management
 FS - Fire Service
 HZ - HAZMAT
 PW - Public Works
 PH - Public Health
 GA - Governmental Administrative
 PSC - Public Safety Communications
 HC - Health Care
 Ag – Agriculture
 CS – Cyber Security

Fiscal Year 2018

Planning Budget Detail Worksheet

State: Mississippi

Date:

Jurisdiction: _____

Planning Total: _____

Planning Budget Category	Item	Amount
Personnel (Full, Part-time)		
Sub-Total:		
Contractors/Consultants		
Sub-Total:		
Travel		
Sub-Total		
Overtime/Backfill		
Sub-Total:		
Meeting Expenses		
Sub-Total:		
Office Equipment		
Sub-Total:		
Supplies		
Sub-Total:		
Total Jurisdictional Allocation:		

Fiscal Year 2018

Training Budget Detail Worksheet

State: Mississippi

Date:

Jurisdiction: _____

Training Total: _____

Training Budget Category	Item	Amount
Personnel (Full, Part-Time)		
Sub-Total:		
Contractors/Consultants		
Sub-Total:		
Overtime/Backfill		
Sub-Total:		
Travel		
Sub-Total:		
Supplies		
Sub-Total:		
Other Items		
Sub-Total:		
Total Allocation:		

Fiscal Year 2018

Exercise Budget Detail Worksheet

State: Mississippi

Date:

Jurisdiction: _____

Exercise Total:

Exercise Budget Category	Item	Amount
Personnel (Full, Part-Time)		
Sub-Total:		
Contractors/Consultants		
Sub-Total:		
Overtime/Backfill		
Sub-Total:		
Travel		
Sub-Total:		
Supplies		
Sub-Total:		
Other Items		
Sub-Total:		
Total Allocation:		

Fiscal Year 2018

Administrative Budget Detail Worksheet

State: Mississippi

Date:

Jurisdiction: _____

Administrative Total:

Administrative Budget Category	Item	Amount
Personnel (Full, Part-time)		
Sub-Total:		
Contractors/Consultants		
Sub-Total:		
Travel		
Sub-Total:		
Meeting Expenses		
Sub-Total:		
Office Equipment		
Sub-Total:		
Supplies		
Sub-Total:		
Total Jurisdictional Allocation:		

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

A RESOLUTION BY THE GULFPORT CITY COUNCIL AUTHORIZING THE CITY OF GULFPORT TO ACCEPT MISSISSIPPI OFFICE OF HOMELAND SECURITY GRANT NUMBER EMW-2018-SS-00009, TO AUTHORIZE THE EXECUTION OF ANY AND ALL DOCUMENTS REQUIRED TO ACCEPT THE SAME, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, by and through the City of Gulfport Fire Department, was granted permission and authorization by the City Council to apply for the Fiscal Year 2018 Mississippi Office of Homeland Security Grant Number **EMW-2018-SS-00009**; and

WHEREAS, the authorized grant application was submitted, and the City has recently been advised that the City is the recipient of a fiscal Year 2018 Mississippi Office of Homeland Security Grant in the amount of \$100,000.00 for Task Force III Operations; and

WHEREAS, the City of Gulfport seeks authorization of the City Council to accept the aforementioned grant and seeks authorization for the Mayor and/or other official required by the Mississippi Office of Homeland Security to execute any and all documents as may be required to accept the Fiscal Year 2018 Homeland Security Grant Number **EMW-2018-SS-00009** in the amount of \$100,000.00 (see Exhibit “A” attached).

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 Fire Department, be and it is hereby authorized to accept the Fiscal Year 2018 Homeland Security Grant Number **EMW-2018-SS-00009** in the amount of \$100,000.00, the details of which are more fully set forth in the grant documents, attached hereto as Exhibit “A” and the Mayor (and other requested officials) be and hereby is authorized to execute any and all documents as may be required to accept and administer the grant.

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

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

APPROVED:

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Karen McCarty, Grants Management
Community Development

Date: 11/09/2018

Subject: Resolution - ratifying and accepting the 2018 HOME Grant Agreement from the U.S. Department of Housing and Urban Development for fiscal year January - December, 2018 in the amount of \$476,880, and for related purposes.

Recommendation: Recommendation by Karen McCarty Federal Programs Administration

Memorandum – *City of Gulfport...*

Community Development Department

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

CC: Linda Elias, Comptroller

From: Karen C. McCarty,
Federal Programs Administrator *KCM*

Date: November 9, 2018

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

Resolution to ratify and accept the 2018 Funding and Grant Agreements for HOME Entitlement from the U. S. Department of Housing and Urban Development and authorize the Mayor to sign all required documents. Due to time constraints in submitting signed grant back to HUD, the grant agreement has been signed and returned.

2018 HOME Funding Allocation

\$476,880.00



U. S. Department of Housing and Urban Development

Jackson Field Office, Southeast / Caribbean
Dr. A. H. McCoy Federal Building, Room 910
100 West Capitol Street
Jackson, Mississippi 39269-1096

October 18, 2018

Ms. Karen, McCarty
Federal Programs Administrator
City of Gulfport
P. O. Box 59
Gulfport, MS 39502

Dear Ms. McCarty:

On behalf of the U.S. Department of Housing and Urban Development (HUD), I am pleased to announce that the Gulfport Action Plan for Fiscal Year 2018 has been approved. The City of Gulfport/HOME Consortium has been authorized to receive an allocation of **\$476,880** in HOME Investment Partnerships (**HOME**) funding. The Action Plan covers the 12-month period from January 1, 2018, through December 31, 2018.

Please note that while the City of Gulfport is permitted to charge indirect costs to the above grants, all indirect costs must be charged to the agency's administrative percentage allowed by regulations governing each grant. Administrative costs plus indirect costs that are charged to any of the grants cannot exceed the regulatory percentage established for administration costs.

A primary goal of the Department is to reduce housing discrimination, affirmatively further fair housing through Community Planning and Development (CPD) programs and promote diverse, inclusive communities. To that end, we encourage your community to take all measures necessary to ensure compliance with the Fair Housing requirements associated with these funds.

The HOME program helps to expand the supply of decent, affordable housing to low-and very low-income families by providing grants to States and local governments to fund housing programs that meet local needs and priorities. The Jackson, Mississippi CPD Field Office has approved the recapture provisions for the consortium's downpayment assistance program and the resale provisions for the consortium's HOME-assisted housing development programs.

Enclosed are three copies of the Grant Agreement and Funding Approvals for the HOME (HUD-40093 programs, which constitute the contracts between the U.S. Department of Housing and Urban Development (HUD) and the City of Gulfport, MS for HOME. In order to establish a Line of Credit for the Program Year 2018 HOME grants, it will be necessary for you to execute and return two copies of the Grant Agreements, retaining one copy for your files. Failure to

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all.

execute and return the Grant Agreements within 30 days of the transmittal date may be deemed a rejection of the grant and cause for HUD to determine that the funds are available for reallocation to other grantees.

Certain activities are subject to the provisions of 24 CFR Part 58. Funds for such activities may not be obligated or expended, unless HUD has approved the release of funds in writing. A request for the release of funds must be accompanied by an environmental certification. This HUD Form 7015.15 can be completed on line and printed out at HUD Clips: <http://www.hud.gov/offices/adm/hudclips/forms/hud7.cfm>.

Please remember that as per CPD Notice 18-10, the 24-month HOME commitment requirement is suspended for funds with deadlines occurring in 2016, 2017, 2018, 2019 and 2020. This suspension **does not** include the commitment of Community Housing Development Organizations (CHDO) funds. The Participating Jurisdiction (PJ) must continue to commit its 15% set-aside for CHDOs within 24 months. Please note the change in the definition of commitments. CHDO commitments must be *project specific* for a specified amount of HOME funds within those 24 months.

HUD will also not enforce the 24-month commitment requirement for funds in the PJ's HOME Investment Trust Fund local account for deadlines occurring in 2016, 2017, 2018, 2019, and 2020, the HOME regulation at §92.503(d), which requires the PJ to commit funds in its local HOME account at the beginning of its program year before committing funds in its HOME Treasury account, remains in effect.

Please note that CPD Notice 18-10 also references the HOME interim rule published on December 2, 2016 which eliminated the 5-year expenditure requirement for FY 2015 and subsequent years' HOME allocation.

You are reminded that program progress must be recorded in the IDIS on a regular basis, daily, if possible. Performance Measurement Indicators must be given and all beneficiary data entered before project completion. Please be sure completion data is recorded in IDIS when a project has been completed. HUD uses this system to obtain beneficiary data and monitor the City's program implementation, progress and performance.

If there is a need to delete or add individuals authorized to access the Integrated Disbursement and Information System (IDIS) or make changes, an IDIS Security Access Authorization Form must be prepared, notarized, and returned to this office with the Grant Agreement. You may access and complete the form at: <http://portal.hud.gov/hudportal/documents/huddoc?id=27055.PDF>.

If there is a need to establish or change the depository account to which these grant funds are wired, a Direct Deposit Sign-Up Form (SF-1199A) must be completed by you and your financial institution and mailed to this office.

You are reminded the 2018 Consolidated Annual Performance and Evaluation Report (CAPER) for Program Year 2018 is due in this office by March 31, 2019.

We continue to look forward to working with you and your staff throughout the year. If you have any questions or require any assistance, please contact Claudine Ervin, Community Planning and Development Representative, at 601-608-1793.

Sincerely,

A handwritten signature in black ink, appearing to read "Donnetta McAdoo", with a long horizontal flourish extending to the right.

Donnetta McAdoo
Director
Community Planning and
Development Division

Enclosure: (Contract forwarded to Federal
Programs Administrator)

cc: Billy Hewes, III, Mayor

**Funding Approval and HOME
Investment Partnerships Agreement**
Title II of the National Affordable Housing Act

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

1. Participant Name and Address City Of Gulfport P.O. Box 59 Gulfport, MS 39502-0059		2. Grant Number: M18-DC280200 <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">3a Tax Identification Number: 646000413</td> <td style="width:50%;">3b. Unique Entity Identifier (formerly DUNS): 083441931</td> </tr> <tr> <td>4. Appropriation Number 86 8/1 0205</td> <td>5. FY 2018</td> </tr> </table>		3a Tax Identification Number: 646000413	3b. Unique Entity Identifier (formerly DUNS): 083441931	4. Appropriation Number 86 8/1 0205	5. FY 2018											
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4. Appropriation Number 86 8/1 0205	5. FY 2018																	
6. Previous Obligation (Enter "0" for initial FY allocation)		\$0.00																
a. Formula Funds		\$476,880.00																
b. Community Housing Development Org. (CHDO) Competitive		\$																
7. Current Transaction (+ or -)		\$476,880.00																
a. Formula Funds		\$476,880.00																
1. CHDO (For deobligations only)		\$																
2. Non- CHDO (For deobligations only)		\$																
b. CHDO Competitive Reallocation or Deobligation		\$																
8. Revised Obligation		\$																
a. Formula Funds		\$																
b. CHDO Competitive Reallocation		\$																
9. Special Conditions (check applicable box) ☒ Not applicable ☐ Attached		10. Date of Obligation (Congressional Release Date) 10/18/2018																
11. Indirect Cost Rate* <table style="width:100%;"> <tr> <th style="text-align: left;">Administering Agency/Dept.</th> <th style="text-align: left;">Indirect Cost Rate</th> <th style="text-align: left;">Direct Cost Base</th> </tr> <tr><td>—</td><td>—%</td><td></td></tr> <tr><td>—</td><td>—%</td><td></td></tr> <tr><td>—</td><td>—%</td><td></td></tr> <tr><td>—</td><td>—%</td><td></td></tr> </table>		Administering Agency/Dept.	Indirect Cost Rate	Direct Cost Base	—	—%		—	—%		—	—%		—	—%		12. Period of Performance: 10/18/2018 - 09/01/2026 * If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients.	
Administering Agency/Dept.	Indirect Cost Rate	Direct Cost Base																
—	—%																	
—	—%																	
—	—%																	
—	—%																	

This Agreement between the Department of Housing and Urban Development (HUD) and the Participating Jurisdiction/Entity is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Participating Jurisdiction's /Entity's approved Consolidated Plan submission/Application and the HUD regulations at 24 CFR Part 92 (as is now in effect and as may be amended from time to time) and this HOME Investment Partnership Agreement, form HUD-40093, including any special conditions, constitute part of this Agreement. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year specified, available to the Participating Jurisdiction/Entity upon execution of this Agreement by the parties. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Participating Jurisdiction's execution of the amendment or other consent. HUD's payment of funds under this Agreement is subject to the Participating Jurisdiction's/Entity's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Participating Jurisdiction/Entity without the Participating Jurisdiction's/Entity's execution of the amendment or other consent. The Participating Jurisdiction/Entity agrees that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Participating Jurisdiction agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix A to 2 CFR part 25, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

The Period of Performance for the funding assistance shall begin on the date specified in item 12 and shall end on September 1st of the 5th fiscal year after the expiration of the period of availability for obligation. Funds remaining in the account will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552. The grantee shall not incur any obligations to be paid with such assistance after the end of the Period of Performance.

13. For the U.S. Department of HUD (Name and Title of Authorized Official) Donnetta Meadoo - HUD Community Planning and Development Director	14. Signature 	15. Date 10/18/2018
16. For the Participating Jurisdiction/Entity (Name and Title of Authorized Official) Billy Hewes, III Mayor	17. Signature 	18. Date / /

19. Check one:

☒ Initial Agreement ☐ Amendment #

20. Funding Information:	HOME		
Source of Funds	Appropriation Code	PAS Code	Amount
2018	86 8/1 0205	HMF	\$476,340.00
2017	86 7/0 0205	HMF	\$ 140.00
2016	86 6/9 0205	HMF	\$ 400.00

City of Gulfport

Budget Amendment Request

Fund Name	HOME - 2018 Grant	(Set up Grant)	Date	11/20/2018
Department #	515		Budget Entry #	
Department Name	Community Development		Per Grant Approval	2019-4778

Original Budget	Prior Amendments	This Amendment	Revised Budget
-----------------	------------------	----------------	----------------

Personal Services	\$ 47,688.00		\$ 47,688.00
Supplies	" "		" "
Other Services	" "		" "
Capital Outlay			
Projects	\$ 429,192.00		\$ 492,192.00
Total	\$ 476,880.00		\$ 476,880.00
Revenue			
Cash Reserves			
Other			

Amendment to: Budget New HOME Grant 2018 total Grant = \$476,880.00

**Funding Approval and HOME
Investment Partnerships Agreement**
Title II of the National Affordable Housing Act

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

1. Participant Name and Address City Of Gulfport P.O. Box 59 Gulfport, MS 39502-0059		2. Grant Number: M18-DC280200 <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">3a Tax Identification Number: 646000413</td> <td style="width:50%;">3b. Unique Entity Identifier (formerly DUNS): 083441931</td> </tr> <tr> <td>4. Appropriation Number 86 8/1 0205</td> <td>5. FY 2018</td> </tr> </table>		3a Tax Identification Number: 646000413	3b. Unique Entity Identifier (formerly DUNS): 083441931	4. Appropriation Number 86 8/1 0205	5. FY 2018											
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* If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients.

This Agreement between the Department of Housing and Urban Development (HUD) and the Participating Jurisdiction/Entity is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Participating Jurisdiction's /Entity's approved Consolidated Plan submission/Application and the HUD regulations at 24 CFR Part 92 (as is now in effect and as may be amended from time to time) and this HOME Investment Partnership Agreement, form HUD-40093, including any special conditions, constitute part of this Agreement. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year specified, available to the Participating Jurisdiction/Entity upon execution of this Agreement by the parties. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Participating Jurisdiction's execution of the amendment or other consent. HUD's payment of funds under this Agreement is subject to the Participating Jurisdiction's/Entity's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Participating Jurisdiction/Entity without the Participating Jurisdiction's/Entity's execution of the amendment or other consent. The Participating Jurisdiction/Entity agrees that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Participating Jurisdiction agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix A to 2 CFR part 25, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

The Period of Performance for the funding assistance shall begin on the date specified in Item 12 and shall end on September 1st of the 5th fiscal year after the expiration of the period of availability for obligation. Funds remaining in the account will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552. The grantee shall not incur any obligations to be paid with such assistance after the end of the Period of Performance.

13. For the U.S. Department of HUD (Name and Title of Authorized Official) Donnetta Mcadoo - HUD Community Planning and Development Director	14. Signature 	15. Date 10 / 18 / 2018
16. For the Participating Jurisdiction/Entity (Name and Title of Authorized Official) Billy Hewes, III Mayor	17. Signature	18. Date / /

19. Check one:

☒ Initial Agreement ☐ Amendment #

20. Funding Information: HOME			
Source of Funds	Appropriation Code	PAS Code	Amount
2018	86 8/1 0205	HMF	\$476,340.00
2017	86 7/0 0205	HMF	\$ 140.00
2016	86 6/9 0205	HMF	\$ 400.00



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Terri Goad, Purchasing
Purchasing

Date: 11/02/2018

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: November 2, 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 parades, community watch programs, community policing activities, summer camps, police explorer programs, contacts with elementary age children and groups. These events take place from November 2018 to May 2019.

We are requesting your approval to purchase promotional items to support the above mentioned events such as temporary tattoos, plastic police badges, and police badge nametag stickers. The approximate total cost will be \$155.71.

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 \$155.71 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 \$155.71, 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



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Administration

Date: 11/07/2018

Subject: Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in support of the 2019 Gulf Coast Legislative Reception, 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 _____, 2019, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL TO
AUTHORIZE AN EXPENDITURE IN SUPPORT OF THE 2019
GULF COAST LEGISLATIVE RECEPTION**

WHEREAS, local government units join private interests annually in funding and supporting a Gulf Coast Legislative Reception in Jackson for the purpose of meeting with state legislators and other leaders to thank them for their legislative support and to encourage support for projects for Gulfport and the Mississippi Gulf Coast in general; and

WHEREAS, the 2019 Gulf Coast Legislative Reception will take place on Wednesday, January 9, 2019. at the Trade Mart Building, in Jackson, Mississippi, and will include food samplings from Coast restaurants; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from its participation in the event by having an opportunity to show appreciation and promote the City of Gulfport to leaders and people of influence in the State; and it finds that pursuant to the authority of Miss. Code Ann. §17-3-1 (Rev. 2003) and Miss. Code Ann. §17-3-3 (Rev.2003) that an expenditure of \$1,500.00 to help fund the reception will serve the purposes of advertising and bringing into favorable notice the opportunities, possibilities and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

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

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

Section 2. That the City of Gulfport, by and through its Mayor, is hereby authorized to expend municipal funds of One Thousand Five Hundred Dollars (\$1,500.00) to the 2019 Gulf Coast Legislative

Reception as a contribution to help sponsor and to participate in the 2019 Reception scheduled to be held on Wednesday, January 9, 2019.

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

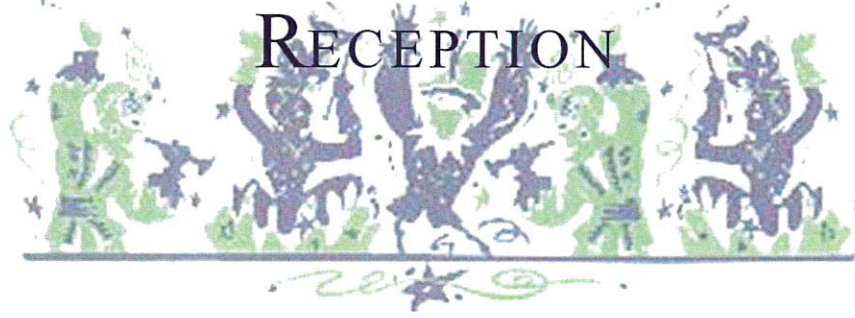
PRESIDENT

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

APPROVED:

MAYOR

2019 GULF COAST LEGISLATIVE RECEPTION



October 23, 2018

Mayor Billy Hewes
City of Gulfport
P.O. Box 1780
Gulfport, MS 39502

Dear Billy:

On behalf of the business community of the Mississippi Gulf Coast, please accept our sincere appreciation for your previous financial support of the Gulf Coast Legislative Reception. Considered the best networking reception during the Legislative Session, this premier event spotlights the economic diversity of the MS Gulf Coast. The 2019 Gulf Coast Legislative Reception will mark the 29th anniversary of this highly-regarded event which will be held on **Wednesday, January 9, 2019** at the Trade Mart Building in Jackson (MS) from 5:30 p.m. – 8:00 p.m.

The Coast Legislative Delegation believes a unified effort by Jackson, Hancock, and Harrison Counties, continues to pay dividends during each Legislative session. The Coast Legislative Delegation is joining with various business organizations from both private and public sectors to provide a first-class reception.

Accordingly, we are respectfully asking your organization to make a financial commitment of \$1,500 in support of this event. I hope that we can count on your assistance to once again make this an outstanding night to share our perspectives with key Mississippi leaders. Please make your contribution payable to 2019 Gulf Coast Legislative Reception and mail it to the attention of Asher Travis c/o Gulf Coast Business Council, 11975-D Seaway Road, Gulfport, MS 39503.

Again, thank you for your continued support of the Mississippi Gulf Coast!

Should you have any questions please feel free to contact Paul D. Guichet at The Peoples Bank (228) 435-8761.

Sincerely,

Chevis C. Swetman
President & CEO
The Peoples Bank

Paul D. Guichet
Committee Chair
Gulf Coast Legislative Reception

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Gulf Coast Business Council Research Foundation		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☒ Other (see instructions) ► 501(c)3 Non-Profit Corporation	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. 11975 Seaway Rd., Suite A120	Requester's name and address (optional)	
6 City, state, and ZIP code Gulfport, MS 39503		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
2	6	-	1	2	4	4	4	63

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► **Joyce L. Hart**

Date ► **10/29/18**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Pam Winston, Grants
Police Department

Date: 11/07/2018

Subject: Budget Amendment #12 - to increase Supplies line item in the CNET Budget as a result of restitution received.

Recommendation:

Gulfport Police Department

Interoffice Memo

Date: November 7, 2018

To: Mayor Billy Hewes and City Council Members

From: Leonard Papania, Chief of Police

Re: Budget Amendment

The following checks were received and I ask that you deposit the amount into the listed line items in the Coastal Narcotics Enforcement Team budget.

This money comes from CNET cases where Restitution has to be paid from defendants.

Check Number 42930 in the amount of \$72.00

Total..... \$72.00

Revenue line item 285-492600.....\$72.00

Expense line items to be increased:

286-610700 Police Narcotics Task Force Operating Supplies \$72.00

This amendment must be spread on the Council minutes so the funds can be spent according to federal, state and local statutes. Therefore, I ask that you place this on the next Council agenda.

City of Gulfport

Budget Amendment Request

Fund Name	<u>General Fund</u>	Date	<u>11/07/18</u>
Department #	<u>285/286</u>	Budget Entry #	<u>2019-12</u>
Department Name	<u>CNET</u>		
	<u>Original Budget</u>	<u>Prior Amendments</u>	<u>This Amendment</u>
			<u>Revised Budget</u>
Personnel	<u>-</u>	<u></u>	<u>-</u>
Supplies	<u>75,013</u>	<u>417</u>	<u>75,502</u>
Other Services	<u>-</u>	<u></u>	<u>-</u>
Capital	<u>-</u>	<u>-</u>	<u>-</u>
Total	<u>75,013</u>	<u>417</u>	<u>75,502</u>
Police Revenue 285-492600	<u></u>	<u>(417)</u>	<u>(489)</u>

The Police Department is requesting a Budget Amendment to increase funds for purchase of operating supplies with funds received from the Coastal Narcotics Enforcement Task Force restitution from defendants.

Amendment # 2019-12



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Veronica Weaver, Assistant Budget Analyst
Public Works

Date: 11/06/2018

Subject: Budget Amendment #13 - to transfer funds from Fund Balance to replace previously allocated funding from FY 18 for Streets & Drainage Projects.

Recommendation:



**DEPARTMENT OF
PUBLIC WORKS**

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

Budget Amendment

To: Linda Elias, CPA, Comptroller

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

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

Date: November 6th, 2018

Subject: Budget Amendment to Replace Project Funds

AMOUNT	FROM	TO
\$200,000.00	Fund Balance	311-630100-31114 (Driftwood Nursing Home Drainage)
\$10,802.00	Fund Balance	311-630100-31113 (Flat Branch Panel Replacement)
\$30,000.00	Fund Balance	311-630100-00116 (Stanton Circle Drainage)
\$240,802.00	TOTAL	

The Department of Public Works is requesting to transfer a total of **\$240,802.00** from the Fund Balance in order to replace previously allocated funding for the above referenced projects as funds were not carried forward into the new Fiscal Year.

The 3 above referenced projects were funded in Fiscal Year 2018 as part of the small drainage project budget. Though these projects were expected to carry forward into Fiscal Year 2019's budget, they did not due to the nature of the funding account. We request that these project funds be replaced by the Fund Balance in order to continue progress.

I hereby recommend this budget amendment.

Please place on the November 20th, 2018 City Council Agenda.

WEM

City of Gulfport

Budget Amendment Request

Fund Name	General Fund		Date	11/07/18
Department #	311		Budget Entry #	2019-13
Department Name	Streets & Drainage			

To carryforward budgeted amounts from FY 18 for Streets & Drainage Projects

Amendment # 2019-13



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Cherie Randall, Accountant
Finance

Date: 11/13/2018

Subject: Budget Amendment #14 - to increase Supplies in Leisure Services Budget for expenditures associated with an AARP grant received in FY 2018 to create a Nature Trail and Outdoor Classroom at Brickyard Bayou.

Recommendation:

Memo

To: Linda K Elias, Comptroller
From: Jim Dyer, Leisure Services
Date: November 13, 2018
Re: Budget Amendment

Please submit the attached budget amendment for \$15,000 to be used to create a nature trail and outdoor classroom at Brickyard Bayou. Funds for this project were provided through a grant from AARP in the previous fiscal year.

Budget Amendment # 85

City of Gulfport

Budget Amendment Request

Fund Name	<u>General Fund</u>	Date	<u>11/13/18</u>
Department #	<u>411</u>	Budget Entry #	<u>2019-14</u>
Department Name	<u>Leisure Services</u>		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel	-			-
Supplies			15,000	15,000
Other Services	-			-
Capital	-		-	-
Total	-	-	15,000	15,000
Revenue 010-470100-29025	-		15,000	15,000

To use grant funds received in previous fiscal year for nature trail and outdoor classroom at Brickyard Bayou.

Amendment # 2019-14



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Brittany Rodgers, Clerk of Council
General Finance

Date: 11/15/2018

Subject: Budget Amendment #15 - to transfer existing funds from Engineering Fees to Flood Protection within the CDBG - Katrina Brickyard Bayou Budget.

Recommendation:

Memorandum – *City of Gulfport...*

Community Development Department

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

CC: Linda Elias, Comptroller
Leah Holland, Finance Manager

From: Karen C. McCarty,
Federal Programs Administrator KCM

Date: November 9 2018

Council Agenda November 20, 2018

Please place the following items on the November 20 2018 Council Agenda:

Approval of Budget Modification #4 to the Grant Agreement between City of Gulfport and Mississippi Development Authority, Contract #R-103-202-07-KCR, "Brickyard Bayou Improvements, Phase II-2B". and authority of administration to process and approve required grant documents.

The purpose of this grant modification is to transfer existing line items funds of \$220,000.00 from Construction Engineering Inspections to Construction per request of City Engineering Department Modification also includes extending the grant date to March 30, 2019. The City Engineering Department is currently providing construction engineering services in-house with agreement for contracted services to be cancelled. In addition, modification to extend the grant period to March 31, 2019.

Modification requested by City Engineer and Administration.

Budget amendment requested attached. The budget amendment is under the City's required 10% for legal notices. MDA Disaster Grant does not require legal notices for this amendment.

MISSISSIPPI DEVELOPMENT AUTHORITY

MODIFICATION SIGNATURE SHEET

501 North West Street Post Office Box 849

Jackson, Mississippi 39205

1. Recipient's Name, Address and Telephone No.

City of Gulfport
P. O. Box 1780
Gulfport, MS 39501
228-868-5700

Brickyard Bayou Drainage

2. Effective Date 10/1/18

3. Contract Number:

R-109-202-07-KCR

Grant Number:

R-109-202-07-KCR

4. Modification Number: 4

5. Grant Identifier: (Funding Source & Year) CDFA#
14.219 & 14.228

6. Beginning & Ending Dates:

through 02/07/2007 through 03/31/19

7. Page 1 of 3

8. As a result of this Modification, funds obligated are changed as follows:

	KCDBG	FEMA Funds	Other: CIAP/CITY
From	\$ 4,500,000.00	\$ -	\$ 496,000.00
To	\$ 4,500,000.00	\$ -	\$ 496,000.00
Increase of	\$ -		\$ -
Decrease of	\$ -		

9. The above recipient is hereby modified as follows: This modification will extend grant period to 3/31/19 for all phases of the project. Transfer funds from Construction Engineering and Inspection to Construction for change order #1 to Phase IIB and to fully fund all phases of the project.

10. Except as hereby modified, all terms and conditions of the subcontract remain unchanged.

11. Approved for Agency:

Signature _____ Date _____
Name: Jamie Miller
Title: Deputy Director for Governmental Affairs and
Chief Innovation Officer
Disaster Recovery

12. Approved Recipient:

Signature _____ Date _____
Name: John Kelly
Title: Chief Administrative Officer

Brickyard Bayou

R-109-202-07-KCR

[illegible]

**Katrina Supplemental CDBG Program
Budget Summary**

Applicant: City of Gulfport (Brickyard Bayou Drainage Improvements)

Funding Year: 2006

Grant Year: _____ Contract: #R-109-202-07-KCR

Description	MDA	DBS	Other Funding Sources				
Administration			Katrina CDBG	Insurance	FEMA	Other	Total
General Administration			100,000.00				100,000.00
Application Prep							
Subtotal (A)			100,000.00			0.00	100,000.00

Description	MDA	DBS	Other Funding Sources				
Public Facilities			KATRINA CDBG	CITY-BOND	OTHER		Total
Acquisition/Easements			\$ 875,000.00	\$ -			\$ 875,000.00
Engineering Study and Design			\$ -	\$ 316,000.00			\$ 316,000.00
Environmental Permitting/Assessment				\$ 180,000.00			
Construction Engineering Inspection			\$ -				\$ -
Construction of Public Buildings			\$ -				\$ -
Contingency			\$ 249,220.00				\$ 249,220.00
Demolition			\$ -				\$ -
Drainage and Flood Protection			\$ 3,064,280.00				\$ 3,064,280.00
Fire protection			\$ -				\$ -
Legal			\$ 40,000.00				\$ 40,000.00
Appraisal, Review Appraisal, Abstract			\$ 76,500.00				\$ 76,500.00
Public Service			\$ -				\$ -
Railroad Permit - KCS			\$ 75,000.00				\$ 75,000.00
Renovation of Public Building			\$ -				\$ -
Sewage Pumping Station			\$ -				\$ -
Sewer Line(s)			\$ -				\$ -
Street & Road Improvements			\$ -				\$ -
Water Booster Station			\$ -				\$ -
Water Line(s)			\$ -				\$ -
Water Tank			\$ -				\$ -
Water Treatment			\$ -				\$ -
Water Well			\$ -				\$ -
Other (material testing, ROW staking)			\$ 20,000.00				\$ 20,000.00
Subtotal (B)			4,400,000.00	496,000.00	0.00	0.00	4,896,000.00
Grant Total (A + B)			4,500,000.00	496,000.00	0.00	0.00	4,996,000.00

Katrina CDBG Supplemental funds cannot be used for any activity or which funds have been made available by any Federal Agency including FEMA or the Army Corps of Engineers.



DEPARTMENT OF
ENGINEERING

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

September 24, 2018

Karen McCarty
Community Development Coordinator
1410 24th Avenue
Gulfport, MS 39501

RE: Brickyard Bayou Restoration Phase 2B – Change Order No. 1

Karen,

During the clearing phase of the subject project, the contractor, W.C. Fore Trucking, Inc., discovered multiple drainage crossings that were not shown on the original construction drawings. These crossings will require drainage conduit to be installed in order to complete the construction of the maintenance road. Additionally, there are two locations where fencing and guardrail has to be removed and replaced to complete the project.

We have negotiated with W.C. Fore Trucking, Inc. to determine the line items not already included in the contract; costs appear to be reasonable when compared to recent bid items received on projects with similar construction requirements. One new item, a 9'X9' box culvert, is proposed as part of Change Order No. 1 (see enclosures). Additionally, a 10 day increase in contract time is warranted to allow for construction of these items.

Attached, please find a copy of the change order document along with a breakdown of the costs associated with the additional line item. As shown on the attached documents, the cost associated with the change order is \$123,199.90. Based on the above information, I recommend that you send this change order to the Mississippi Development Authority (MDA) to get their approval. Once MDA approves this change order, I will present it to the City Council for approval.

Should you have any questions or require additional information, please contact our office at (228) 868-5740.

Thank you,

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

cc: Engineering File Clerk

W.C. Fore Trucking, Inc.
P.O. Box 3058
Gulfport, MS 39505

8/31/2018

Brickyard Bayou Phase 2B
Option 2 9x9 Box Culvert 32 LF
2 precast headwalls (9x9)

Item	Unit	Rate	Extension
Material	1 ls	\$ 44,000.00	44,000.00
labor and equipment to install	1 ls	\$ 20,200.00	20,200.00
		-	-
		Subtotal	64,200.00
Contractor Markup		15%	9,630.00
			<u>73,830.00</u>
Construction Bond		1.00%	738.30
			<u>74,568.30</u>
Mississippi Sales Tax		3.50%	<u>2,708.84</u>
Total Change Request			\$ 77,277.14

Sincerely,



Teresa Ehrlich
Project Coordinator

CHANGE ORDER

NO: 1

PROJECT: BRICKYARD BAYOU RESTORATION PHASE 2B DATE OF ISSUANCE: 9/24/2018

OWNER: CITY OF GULFPORT
P.O. BOX 1780
GULFPORT, MS 39502

OWNER'S PROJECT # PO 200177

CONTRACTOR: W.C. FORE TRUCKING, INC.
P.O. BOX 3058
GULFPORT, MS 39505

ENGINEER: CITY OF GULFPORT
ENGINEERING DEPARTMENT

CONTRACT FOR ENTIRE PROJECT ENGINEER'S PROJECT # PO 200177

You are directed to make the following changes in the Contract Documents:

This change order has been prepared to reflect actual items and quantities used during construction of the project.

TOTAL CHANGE IN CONTRACT PRICE

\$123,199.90

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price \$649,958.94	Original Contract Time (DAYS) 105
Previous Change Orders \$0.00	Net Change from Previous Change Orders (DAYS) 0
Contract Price Prior to This Change Order \$649,958.94	Contract Time Prior to This Change Order (DAYS) 105
Net Increase/(Decrease) of This Change Order \$123,199.90	Net Increase/Decrease of This Change Order (DAYS) 10
Contract Price with All Approved Change Orders \$773,158.84	Contract Time with All Approved Change Orders (DAYS) 115

RECOMMENDED:
CITY OF GULFPORT

APPROVED:
OWNER

APPROVED:
CONTRACTOR

BY: _____
ROBERT K. RIEMANN, P.E.

BY: _____
CITY OF GULFPORT

BY: 
W.C. FORE TRUCKING, INC.

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXTENSION
ADD THE FOLLOWING QUANTITIES TO THE CONTRACT:					
02050-E	REMOVAL OF FENCING (ALL TYPES &	155	LF	\$3.15	\$488.25
02050-F	REMOVAL OF GUARDRAIL	50	LF	\$10.50	\$525.00
02221-B	SELECT FOUNDATION MATERIAL	50	CY	\$8.39	\$419.50
02228-A	CLEAN SAND BORROW	50	CY (LVM)	\$7.85	\$392.50
02228-C	MUCK EXCAVATION	100	CY (LVM)	\$8.90	\$890.00
02234-A	BASE COURSE, 6" THICK	175	SY	\$6.80	\$1,190.00
02708-A	GUARDRAIL WITH WOOD POSTS	60	LF	\$36.66	\$1,833.00
02721-A	CAST-IN-PLACE CONCRETE MINOR	2	CY	\$366.60	\$733.20
02722-B	24" RCP	64	LF	\$54.44	\$3,484.16
02722-C	30" RCP	96	LF	\$78.60	\$7,536.00
02722-E	54" RCP	32	LF	\$205.19	\$6,566.08

CHANGE ORDER

NO: 1

PROJECT: BRICKYARD BAYOU RESTORATION PHASE 2B DATE OF ISSUANCE: 9/24/2018

OWNER: CITY OF GULFPORT
P.O. BOX 1780
GULFPORT, MS 39502

OWNER'S PROJECT # PO 200177

CONTRACTOR: W.C. FORE TRUCKING, INC.
P.O. BOX 3058
GULFPORT, MS 39505

ENGINEER: CITY OF GULFPORT
ENGINEERING DEPARTMENT

CONTRACT FOR ENTIRE PROJECT ENGINEER'S PROJECT # PO 200177

You are directed to make the following changes in the Contract Documents:

02722-I	24" FES	4	EA	\$1,198.50	\$4,794.00
02722-J	30" FES	6	EA	\$1,222.56	\$7,335.36
02722-L	64" FES	2	EA	\$2,387.00	\$4,774.00
02752-A	RIPRAP (200 LB)	33	SY	\$62.05	\$2,047.65
02831-A	CHAIN LINK FENCE	155	LF	\$18.84	\$2,920.20
02722-X	8' X 8' PRECAST BOX CULVERT AND HEADWALLS	1	LS	\$77,271.00	\$77,271.00
Subtotal - Additive Quantities					\$123,199.90

NET INCREASE

\$123,199.90

TOTAL CHANGE IN CONTRACT

\$123,199.90



DEPARTMENT OF
ENGINEERING

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

BRICKYARD BAYOU RESTORATION PHASE 2B
CHANGE ORDER NO. 1
COST OF NEW LINE ITEM COMPARISON
SEPTEMBER 24, 2018

ITEM DESCRIPTION	PROJECT	TOTAL	QUANTITY	UNIT	UNIT PRICE	(W.C. FORE CURRENT PRICE)
9' X 9' BOX CULVERT AND HEADWALLS	BRICKYARD BAYOU RESTORATION PHASE 2B	\$ 77,277.14	32	LF	\$ 2,414.91	
6' X 10' BOX CULVERT AND HEADWALLS	FAYARD SUBDIVISION	\$ 75,201.20	40	LF	\$ 1,880.03	
9' X 9' BOX CULVERT AND HEADWALLS	2017 CITY OF GULFPORT REPAIR AND REPLACEMENT CONTRACT	\$ 84,500.00	32	LF	\$ 2,640.63	
DOUBLE 15' X 8' BOX CULVERT AND HEADWALLS	KEESLER GATE PROJECT - DIVISION STREET IMPROVEMENT	\$ 796,369.50	150	LF	\$ 5,309.13	FOR ONE CULVERT \$ 2,654.57

The above prices were received from multiple projects that have let in the last year. It appears that W.C. Fore Trucking, Inc. has submitted a reasonable price, therefore I recommend this price to be included in Change Order No. 1.


J. Tyler Gentry
Project Engineer

City of Gulfport

Budget Amendment Request

Fund Name	Katrina CDBG-Brickyard Bayou	Date	11/15/18
Department #	542	Budget Entry #	2019-15
Department Name	Administration		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Capital Projects				
Personnel	-			-
Supplies				-
Construction Engineer Insp.	220,000		(220,000)	-
Drainage/Flood Protection	2,844,280		220,000	3,064,280
Total	3,064,280	-	-	3,064,280

Budget modification to reallocate funds from Construction Engineer Inspection to Drainage/Flood Protection Construction

Amendment # 2019-15



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Sherry Dulaney, Accounts Payable Supervisor
Accounts Payable

Date: 11/08/2018

Subject: Docket of Claims- to be approved through November 21, 2018.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Nellie Henry, Urban Development Clerk
Code Enforcement

Date: 11/07/2018

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: November 7, 2018

RE: Resolutions awarding bids for lot cleanups and/or demolition of certain property within the City of Gulfport and providing for assessment of cost to the said properties being presented to the City Council on the 20th day of November, 2018.

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

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

The attached items have been routed through the following departments:

Approve

Disapprove

Dept. of Urban Development

✕

The items have been reviewed and approved by:

_____ Director of Urban Development

_____ CAO or Mayor _____

Memorandum - City of Gulfport

Department of Urban Development

Date: November 7, 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: 0710M-01-048.000. Lots 27-29 Inc., Blk. 17, Glen Terrace awarded to Grassmasters for \$250.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 2929 56th Avenue. (Gulf South Equity Inv.)
- Parcel 2: 0711K-03-022.000. Lots 11-12, Blk. 2, Ridgewood awarded to Melvin Lawn Care for \$118.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 1328 Joseph Avenue. (Bruner)
- Parcel 3: 0711J-07-022.000. Lot 27-28 Less N 8.3 Ft. & All Lots 29-30, Blk. 3, Hinestown awarded to Grassmasters for \$500.00 to board up and secure all openings. Cut and clean grounds and remove all trash and miscellaneous debris from site located at 1017 Camp Avenue. (Brown)
- Parcel 4: 0711G-04-012.000. Lot 5, Blk. 14, Jonestown McCaughan Add. awarded to Colliers Lawn Care for \$645.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 1915 44th Avenue. (Sailors)
- Parcel 5: 0710J-01-016.000. Lot 189, Villa Del Rey Subd. awarded to Grassmasters for \$250.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 3939 Monterey Drive. (Lawton)
- Parcel 6: 0710I-04-081.000. Lot 123, Villa Del Rey Subd. awarded to Grassmasters for \$150.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 4007 Ponderosa Drive. (Keeton)
- Parcel 7: 0711H-06-016.000. Lots 7-9 Inc., Blk. 2, Woodlawn awarded to Melvins Lawn Care for \$83.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 2106 41st Avenue. (Williams)

WARD 2

- Parcel 8: 0711N-02-047.000. This parcel awarded to Melvins Lawn Care for \$88.00 to Cut and clean grounds and remove all trash and miscellaneous debris from site located at 715 Regnault Avenue. (Empire Inv. #2)
- Parcel 9: 0711O-01-009.000. Lot 7 & S 38 Ft. of Lot 6, Blk. 2, Alta Vista Subd. awarded to Melvins Lawn Care for \$82.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 701 43rd Avenue. (Realty Inter. LLC)
- Parcel 10: 0811G-03-032.000. Lot O, Blk. 6, Soria City awarded to Melvins Lawn Care for \$56.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 1634 2nd Street. (Martin)
- Parcel 11: 0811A-06-048.000. Lot 3, Blk. 30, Replat of Broad Acres awarded to

Melvins Lawn Care for \$85.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 1233 23rd Street. (St of Ms)

WARD 3

- Parcel 12: 0809M-02-004.037. Lot F, Forest Heights awarded to Purposed By Design for \$700.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located on Tulip Court. (Griggs)
- Parcel 13: 0911C-01-128.000. Lots 32-48 Inc., Blk. 12, Hewes Add. awarded to Purposed By Design for \$700.00 to 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 located at 2314 Hewes Avenue. (Haydel Prop. LP)

WARD 5

- Parcel 14: 0808J-04-130.000. Lot 47, Blk. 1, Kerns Add. to Bel-Aire Subd. Part 2 awarded to Purposed By Design for \$150.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 114 Connie Drive. (Brown)

WARD 7

- Parcel 15: 0808B-04-077.000. Lot 45, Brairwood West Subd. awarded to Purposed By Design for \$350.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 45 Emerald Cove. (Roach)
- Parcel 16: 0808B-02-059.000. Lot 37, Briarwood South Subd. awarded to Colliers Lawn Care for \$180.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 14404 Karen Court. (Austin)
- Parcel 17: 0808B-02-054.000. Lot 42, Briarwood South Subd. awarded to Colliers for \$220.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 14432 Karen Court. (Willis)

Total: \$3907.00

There came on for consideration at a meeting of the Mayor and Members of the Council of the City of Gulfport, Mississippi, held on the **20th** day of **November, 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: | 0710M-01-048.000. Lots 27-29 Inc., Blk. 17, Glen Terrace awarded to Grassmasters Lawn Service for \$250.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 2929 56th Avenue. (Gulf South Equity Inv.) |
| Parcel 2: | 0711K-03-022.000. Lots 11-12, Blk. 2, Ridgewood awarded to Melvin Lawn Care for \$118.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 1328 Joseph Avenue. (Bruner) |
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- Parcel 17: 0808B-02-054.000. Lot 42, Briarwood South Subd. awarded to Colliers for \$220.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 14432 Karen Court. (Willis)

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: Cherie Randall, Accountant
Finance

Date: 11/09/2018

Subject: Bi-Weekly Payroll Report - for the month of October, 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: November 9, 2018

Re: Payroll Journals

Attached are the bi-weekly payroll distribution journals for the month of October, to be approved and spread on the minutes of the November 20, 2018, Council meeting.

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

10/09/2018 14:42
scasey

CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

P
prjournl

WARRANT 101118

PAY PERIOD 09/24/2018 to 10/07/2018

CHECK DATE 10/11/2018

YEAR 2019 PERIOD 1
EXPENDITURE ENTRIES
SHORT DESC 101118

GL EFF DATE 10/11/2018
REFERENCE 101118
REFERENCE2 1101118

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
YEAR 2019 PERIOD 1				GL EFF DATE 10/11/2018	
111	600100	1	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	8,534.96
115	601900		LEGISLATIVE	STATE RETIREMENT	1,249.56
115	602200		LEGISLATIVE	FICA TAXES	571.08
115	602600		LEGISLATIVE	HEALTH INSURANCE	3,006.56
125	600100		JUDICIAL	WAGES AND SALARIES	28,397.56
125	601900		JUDICIAL	STATE RETIREMENT	4,472.59
125	602200		JUDICIAL	FICA TAXES	2,040.33
125	602600		JUDICIAL	HEALTH INSURANCE	5,600.68
135	600100		LEGAL	WAGES AND SALARIES	25,823.62
135	601900		LEGAL	STATE RETIREMENT	4,067.23
135	602200		LEGAL	FICA TAXES	1,892.15
135	602600		LEGAL	HEALTH INSURANCE	3,802.59
145	600100		GENERAL ADMINISTRATION	WAGES AND SALARIES	37,271.03
145	600400		GENERAL ADMINISTRATION	OVERTIME	75.91
145	601900		GENERAL ADMINISTRATION	STATE RETIREMENT	5,886.87
145	602200		GENERAL ADMINISTRATION	FICA TAXES	2,684.93
145	602600		GENERAL ADMINISTRATION	HEALTH INSURANCE	5,312.06
150	600100		INFORMATION TECHNOLOGY	WAGES AND SALARIES	23,014.13
150	600400		INFORMATION TECHNOLOGY	OVERTIME	14.39
150	601900		INFORMATION TECHNOLOGY	STATE RETIREMENT	3,599.06
150	602200		INFORMATION TECHNOLOGY	FICA TAXES	1,632.21
150	602600		INFORMATION TECHNOLOGY	HEALTH INSURANCE	5,356.50
213	600100		POLICE OPERATING	WAGES AND SALARIES	339,398.05
213	600400		POLICE OPERATING	OVERTIME	53,967.41
213	601000		POLICE OPERATING	HOLIDAY PAY	1,407.20
213	601900		POLICE OPERATING	STATE RETIREMENT	62,176.64
213	602200		POLICE OPERATING	FICA TAXES	28,654.99
213	602600		POLICE OPERATING	HEALTH INSURANCE	61,450.24
290	600100		FIRE	WAGES AND SALARIES	256,700.31
290	600400		FIRE	OVERTIME	782.83
290	601900		FIRE	STATE RETIREMENT	40,553.80
290	602200		FIRE	FICA TAXES	18,488.67
290	602600		FIRE	HEALTH INSURANCE	47,248.91
313	600100		PUBLIC WORKS ADMIN	WAGES AND SALARIES	16,128.87
313	601900		PUBLIC WORKS ADMIN	STATE RETIREMENT	2,549.74
313	602200		PUBLIC WORKS ADMIN	FICA TAXES	1,184.97
313	602600		PUBLIC WORKS ADMIN	HEALTH INSURANCE	1,551.52
315	600100		TRAFFIC CONTROL AND SAFETY	WAGES AND SALARIES	12,198.27
315	600400		TRAFFIC CONTROL AND SAFETY	OVERTIME	816.24
315	601900		TRAFFIC CONTROL AND SAFETY	STATE RETIREMENT	2,059.25
315	602200		TRAFFIC CONTROL AND SAFETY	FICA TAXES	971.48
315	602600		TRAFFIC CONTROL AND SAFETY	HEALTH INSURANCE	2,051.08
335	600100		MAINTENANCE GARAGE	WAGES AND SALARIES	14,752.61

10/09/2018 14:42
scasey

CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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WARRANT 101118

PAY PERIOD 09/24/2018 to 10/07/2018

CHECK DATE 10/11/2018

YEAR 2019 PERIOD 1
EXPENDITURE ENTRIES
SHORT DESC 101118

GL EFF DATE 10/11/2018
REFERENCE 101118
REFERENCE2 1101118

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
335	601900		MAINTENANCE GARAGE	STATE RETIREMENT	2,328.27
335	602200		MAINTENANCE GARAGE	FICA TAXES	1,080.63
335	602600		MAINTENANCE GARAGE	HEALTH INSURANCE	1,687.43
325	600100		ENGINEERING	WAGES AND SALARIES	14,833.28
325	601900		ENGINEERING	STATE RETIREMENT	2,340.98
325	602200		ENGINEERING	FICA TAXES	1,084.50
325	602600		ENGINEERING	HEALTH INSURANCE	2,098.03
411	600100		LEISURE SERVICES	WAGES AND SALARIES	66,817.54
411	600100	41130	LEISURE SERVICES	WAGES AND SALARIES	932.53
411	600100	41133	LEISURE SERVICES	WAGES AND SALARIES	1,026.36
411	600100	41136	LEISURE SERVICES	WAGES AND SALARIES	6,859.68
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	2,395.98
411	600400		LEISURE SERVICES	OVERTIME	3,535.07
411	600400	41130	LEISURE SERVICES	OVERTIME	196.53
411	600400	41136	LEISURE SERVICES	OVERTIME	789.10
411	600400	41140	LEISURE SERVICES	OVERTIME	62.06
411	600400	41144	LEISURE SERVICES	OVERTIME	91.55
411	601900		LEISURE SERVICES	STATE RETIREMENT	11,090.01
411	601900	41130	LEISURE SERVICES	STATE RETIREMENT	177.83
411	601900	41133	LEISURE SERVICES	STATE RETIREMENT	161.65
411	601900	41136	LEISURE SERVICES	STATE RETIREMENT	1,209.41
411	601900	41138	LEISURE SERVICES	STATE RETIREMENT	1.21
411	601900	41140	LEISURE SERVICES	STATE RETIREMENT	183.54
411	601900	41144	LEISURE SERVICES	STATE RETIREMENT	391.79
411	602200		LEISURE SERVICES	FICA TAXES	5,112.42
411	602200	41130	LEISURE SERVICES	FICA TAXES	84.18
411	602200	41133	LEISURE SERVICES	FICA TAXES	70.22
411	602200	41136	LEISURE SERVICES	FICA TAXES	581.91
411	602200	41138	LEISURE SERVICES	FICA TAXES	.58
411	602200	41140	LEISURE SERVICES	FICA TAXES	75.57
411	602200	41144	LEISURE SERVICES	FICA TAXES	188.57
411	602600		LEISURE SERVICES	HEALTH INSURANCE	14,077.24
411	602600	41130	LEISURE SERVICES	HEALTH INSURANCE	91.76
411	602600	41133	LEISURE SERVICES	HEALTH INSURANCE	344.35
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	41,315.42
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	6,148.97
621	601900		ECONOMIC DEVELOPMENT	STATE RETIREMENT	968.46
621	602200		ECONOMIC DEVELOPMENT	FICA TAXES	457.57
621	602600		ECONOMIC DEVELOPMENT	HEALTH INSURANCE	725.73

10/09/2018 14:42
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CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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prjournal 3

WARRANT 101118

PAY PERIOD 09/24/2018 to 10/07/2018

CHECK DATE 10/11/2018

YEAR 2019 PERIOD 1
EXPENDITURE ENTRIES
SHORT DESC 101118

GL EFF DATE 10/11/2018
REFERENCE 101118
REFERENCE2 1101118

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
FUND TOTALS					1,363,530.36
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	25,570.09
811	601900		UTILITY BILLING	STATE RETIREMENT	4,027.29
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	7,630.03
445	600400		JOSEPH T JONES	OVERTIME	16.67
445	601900		JOSEPH T JONES	STATE RETIREMENT	1,204.36
445	602200		JOSEPH T JONES	FICA TAXES	559.96
445	602600		JOSEPH T JONES	HEALTH INSURANCE	1,038.49
FUND TOTALS					10,449.51
GRAND TOTALS					1,422,558.53

10/09/2018 14:42
scasey

CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

P 4
prjournal

CLERK: scasey

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2019 1 10537	PRJ 001-100351	10/11/2018	101118	101118	1101118	1101118	PAYROLL CLEARING WARRANT=101118 RUN=1 BIWEEKLY		749,981.16	
	PRJ 001-213700	10/11/2018	101118	101118	1101118	1101118	WITHHOLDING-FEDERAL WARRANT=101118 RUN=1 BIWEEKLY			71,204.75
	PRJ 001-213700	10/11/2018	101118	101118	1101118	1101118	WITHHOLDING-FEDERAL WARRANT=101118 RUN=1 BIWEEKLY		71,204.75	
	PRJ 001-100351	10/11/2018	101118	101118	1101118	1101118	PAYROLL CLEARING WARRANT=101118 RUN=1 BIWEEKLY			1,644,433.18
	PRJ 001-213900	10/11/2018	101118	101118	1101118	1101118	WITHHOLDING-STATE WARRANT=101118 RUN=1 BIWEEKLY			28,125.14
	PRJ 001-214100	10/11/2018	101118	101118	1101118	1101118	WITHHOLDING-RETIREMENT WARRANT=101118 RUN=1 BIWEEKLY			251,010.40
	PRJ 001-214300	10/11/2018	101118	101118	1101118	1101118	WITHHOLDING-HEALTH INSURANCE WARRANT=101118 RUN=1 BIWEEKLY			220,647.94
	PRJ 001-214350	10/11/2018	101118	101118	1101118	1101118	WITHHOLDING-VISION 100%EE PAID WARRANT=101118 RUN=1 BIWEEKLY			2,668.91
	PRJ 001-214400	10/11/2018	101118	101118	1101118	1101118	WITHHOLDING-FLEX SPENDING ACCT WARRANT=101118 RUN=1 BIWEEKLY			4,130.41
	PRJ 001-214700	10/11/2018	101118	101118	1101118	1101118	WITHHOLDING-GARNISHMENTS WARRANT=101118 RUN=1 BIWEEKLY			6,938.77
	PRJ 001-214700	10/11/2018	101118	101118	1101118	1101118	WITHHOLDING-GARNISHMENTS WARRANT=101118 RUN=1 BIWEEKLY		3,910.94	
	PRJ 001-214900	10/11/2018	101118	101118	1101118	1101118	WITHHOLDING-DEFERRED COMP WARRANT=101118 RUN=1 BIWEEKLY			7,642.76
	PRJ 001-215900	10/11/2018	101118	101118	1101118	1101118	WITHHOLDING-POLICE BENEVOLENT WARRANT=101118 RUN=1 BIWEEKLY			504.75
	PRJ 001-216100	10/11/2018	101118	101118	1101118	1101118	WITHHOLDING-COLONIAL LIFE WARRANT=101118 RUN=1 BIWEEKLY			112.42
	PRJ 001-216150	10/11/2018	101118	101118	1101118	1101118	WITHHOLDING-LINCOLN NATL LIFE WARRANT=101118 RUN=1 BIWEEKLY			4,442.16
	PRJ 001-216300	10/11/2018	101118	101118	1101118	1101118	WITHHOLDING-AFLAC WARRANT=101118 RUN=1 BIWEEKLY			4,893.44
	PRJ 001-216400	10/11/2018	101118	101118	1101118	1101118	WITHHOLDING-UNUM WARRANT=101118 RUN=1 BIWEEKLY			855.47
	PRJ 001-216500	10/11/2018	101118	101118	1101118	1101118	WITHHOLDING-PREPAID LEGAL WARRANT=101118 RUN=1 BIWEEKLY			44.88
	PRJ 001-216700	10/11/2018	101118	101118	1101118	1101118	ACCRUED AND WITHHELD FICA WARRANT=101118 RUN=1 BIWEEKLY			146,758.96
	PRJ 001-216700	10/11/2018	101118	101118	1101118	1101118	ACCRUED AND WITHHELD FICA WARRANT=101118 RUN=1 BIWEEKLY		146,758.96	
	PRJ 111-600100	10/11/2018	101118	101118	1101118	1101118	WAGES AND SALARIES WARRANT=101118 RUN=1 BIWEEKLY		8,309.68	
	PRJ 111-601900	10/11/2018	101118	101118	1101118	1101118	STATE RETIREMENT WARRANT=101118 RUN=1 BIWEEKLY		1,308.77	
	PRJ 111-602200	10/11/2018	101118	101118	1101118	1101118	FICA TAXES WARRANT=101118 RUN=1 BIWEEKLY		605.75	
	PRJ 111-602600	10/11/2018	101118	101118	1101118	1101118	HEALTH INSURANCE		1,374.34	

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
PRJ 115-600100	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY WAGES AND SALARIES		8,534.96	
PRJ 115-601900	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY STATE RETIREMENT		1,249.56	
PRJ 115-602200	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY FICA TAXES		571.08	
PRJ 115-602600	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY HEALTH INSURANCE		3,006.56	
PRJ 125-600100	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY WAGES AND SALARIES		28,397.56	
PRJ 125-601900	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY STATE RETIREMENT		4,472.59	
PRJ 125-602200	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY FICA TAXES		2,040.33	
PRJ 125-602600	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY HEALTH INSURANCE		5,600.68	
PRJ 135-600100	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY WAGES AND SALARIES		25,823.62	
PRJ 135-601900	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY STATE RETIREMENT		4,067.23	
PRJ 135-602200	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY FICA TAXES		1,892.15	
PRJ 135-602600	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY HEALTH INSURANCE		3,802.59	
PRJ 145-600100	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY WAGES AND SALARIES		37,271.03	
PRJ 145-600400	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY OVERTIME		75.91	
PRJ 145-601900	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY STATE RETIREMENT		5,886.87	
PRJ 145-602200	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY FICA TAXES		2,684.93	
PRJ 145-602600	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY HEALTH INSURANCE		5,312.06	
PRJ 150-600100	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY WAGES AND SALARIES		23,014.13	
PRJ 150-600400	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY OVERTIME		14.39	
PRJ 150-601900	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY STATE RETIREMENT		3,599.06	
PRJ 150-602200	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY FICA TAXES		1,632.21	
PRJ 150-602600	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY HEALTH INSURANCE		5,356.50	
PRJ 213-600100	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY WAGES AND SALARIES		339,398.05	
PRJ 213-600400	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY OVERTIME		53,967.41	
	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY			

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
PRJ 213-601000	10/11/2018	101118	101118	1101118	1101118	HOLIDAY PAY		1,407.20	
PRJ 213-601900	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY		62,176.64	
PRJ 213-602200	10/11/2018	101118	101118	1101118	1101118	STATE RETIREMENT		28,654.99	
PRJ 213-602600	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY		61,450.24	
PRJ 290-600100	10/11/2018	101118	101118	1101118	1101118	FICA TAXES		256,700.31	
PRJ 290-600400	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY		782.83	
PRJ 290-601900	10/11/2018	101118	101118	1101118	1101118	HEALTH INSURANCE		40,553.80	
PRJ 290-602200	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY		18,488.67	
PRJ 290-602600	10/11/2018	101118	101118	1101118	1101118	FICA TAXES		47,248.91	
PRJ 313-600100	10/11/2018	101118	101118	1101118	1101118	HEALTH INSURANCE		16,128.87	
PRJ 313-601900	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY		2,549.74	
PRJ 313-602200	10/11/2018	101118	101118	1101118	1101118	STATE RETIREMENT		1,184.97	
PRJ 313-602600	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY		1,551.52	
PRJ 315-600100	10/11/2018	101118	101118	1101118	1101118	HEALTH INSURANCE		12,198.27	
PRJ 315-600400	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY		816.24	
PRJ 315-601900	10/11/2018	101118	101118	1101118	1101118	OVERTIME		2,059.25	
PRJ 315-602200	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY		971.48	
PRJ 315-602600	10/11/2018	101118	101118	1101118	1101118	STATE RETIREMENT		2,051.08	
PRJ 335-600100	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY		14,752.61	
PRJ 335-601900	10/11/2018	101118	101118	1101118	1101118	FICA TAXES		2,328.27	
PRJ 335-602200	10/11/2018	101118	101118	1101118	1101118	STATE RETIREMENT		1,080.63	
PRJ 335-602600	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY		1,687.43	
PRJ 325-600100	10/11/2018	101118	101118	1101118	1101118	HEALTH INSURANCE		14,833.28	
PRJ 325-601900	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY		2,340.98	
PRJ 325-602200	10/11/2018	101118	101118	1101118	1101118	STATE RETIREMENT		1,084.50	
						FICA TAXES			

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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 325-602600	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY HEALTH INSURANCE		2,098.03	
PRJ 411-600100	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY WAGES AND SALARIES		66,817.54	
PRJ 411-600100-41130	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY WAGES AND SALARIES		932.53	
PRJ 411-600100-41133	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY WAGES AND SALARIES		1,026.36	
PRJ 411-600100-41136	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY WAGES AND SALARIES		6,859.68	
PRJ 411-600100-41138	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY WAGES AND SALARIES		7.69	
PRJ 411-600100-41140	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY WAGES AND SALARIES		1,103.30	
PRJ 411-600100-41144	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY WAGES AND SALARIES		2,395.98	
PRJ 411-600400	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY OVERTIME		3,535.07	
PRJ 411-600400-41130	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY OVERTIME		196.53	
PRJ 411-600400-41136	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY OVERTIME		789.10	
PRJ 411-600400-41140	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY OVERTIME		62.06	
PRJ 411-600400-41144	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY OVERTIME		91.55	
PRJ 411-601900	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY STATE RETIREMENT		11,090.01	
PRJ 411-601900-41130	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY STATE RETIREMENT		177.83	
PRJ 411-601900-41133	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY STATE RETIREMENT		161.65	
PRJ 411-601900-41136	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY STATE RETIREMENT		1,209.41	
PRJ 411-601900-41138	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY STATE RETIREMENT		1.21	
PRJ 411-601900-41140	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY STATE RETIREMENT		183.54	
PRJ 411-601900-41144	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY STATE RETIREMENT		391.79	
PRJ 411-602200	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY FICA TAXES		5,112.42	
PRJ 411-602200-41130	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY FICA TAXES		84.18	
PRJ 411-602200-41133	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY FICA TAXES		70.22	
PRJ 411-602200-41136	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY FICA TAXES		581.91	
	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY			

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
PRJ 411-602200-41138	10/11/2018 101118		101118	1101118	1101118	FICA TAXES		.58	
PRJ 411-602200-41140	10/11/2018 101118		101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY		75.57	
PRJ 411-602200-41144	10/11/2018 101118		101118	1101118	1101118	FICA TAXES		188.57	
PRJ 411-602600	10/11/2018 101118		101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY		14,077.24	
PRJ 411-602600-41130	10/11/2018 101118		101118	1101118	1101118	HEALTH INSURANCE		91.76	
PRJ 411-602600-41133	10/11/2018 101118		101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY		344.35	
PRJ 411-602600-41136	10/11/2018 101118		101118	1101118	1101118	HEALTH INSURANCE		458.87	
PRJ 411-602600-41138	10/11/2018 101118		101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY		1.16	
PRJ 411-602600-41140	10/11/2018 101118		101118	1101118	1101118	HEALTH INSURANCE		541.91	
PRJ 411-602600-41144	10/11/2018 101118		101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY		25.00	
PRJ 611-600100	10/11/2018 101118		101118	1101118	1101118	HEALTH INSURANCE		41,315.42	
PRJ 611-601900	10/11/2018 101118		101118	1101118	1101118	WAGES AND SALARIES		6,507.17	
PRJ 611-602200	10/11/2018 101118		101118	1101118	1101118	STATE RETIREMENT		2,951.76	
PRJ 611-602600	10/11/2018 101118		101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY		9,317.97	
PRJ 621-600100	10/11/2018 101118		101118	1101118	1101118	HEALTH INSURANCE		6,148.97	
PRJ 621-601900	10/11/2018 101118		101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY		968.46	
PRJ 621-602200	10/11/2018 101118		101118	1101118	1101118	STATE RETIREMENT		457.57	
PRJ 621-602600	10/11/2018 101118		101118	1101118	1101118	FICA TAXES		725.73	
PRJ 511-600100-05600	10/11/2018 101118		101118	1101118	1101118	HEALTH INSURANCE		2,913.20	
PRJ 511-601900-05600	10/11/2018 101118		101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY		458.83	
PRJ 511-602200-05600	10/11/2018 101118		101118	1101118	1101118	STATE RETIREMENT		214.76	
PRJ 511-602600-05600	10/11/2018 101118		101118	1101118	1101118	FICA TAXES		369.68	
PRJ 515-600100-74500	10/11/2018 101118		101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY		3,438.15	
PRJ 515-601900-74500	10/11/2018 101118		101118	1101118	1101118	HEALTH INSURANCE		541.51	
PRJ 515-602200-74500	10/11/2018 101118		101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY		225.56	

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PRJ 515-602600-74500	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY		952.94	
PRJ 811-600100	10/11/2018	101118	101118	1101118	1101118	HEALTH INSURANCE WARRANT=101118 RUN=1 BIWEEKLY			
PRJ 811-601900	10/11/2018	101118	101118	1101118	1101118	WAGES AND SALARIES WARRANT=101118 RUN=1 BIWEEKLY		25,570.09	
PRJ 811-602200	10/11/2018	101118	101118	1101118	1101118	STATE RETIREMENT WARRANT=101118 RUN=1 BIWEEKLY		4,027.29	
PRJ 811-602600	10/11/2018	101118	101118	1101118	1101118	FICA TAXES WARRANT=101118 RUN=1 BIWEEKLY		1,849.79	
PRJ 825-600100	10/11/2018	101118	101118	1101118	1101118	HEALTH INSURANCE WARRANT=101118 RUN=1 BIWEEKLY		5,820.17	
PRJ 825-601900	10/11/2018	101118	101118	1101118	1101118	WAGES AND SALARIES WARRANT=101118 RUN=1 BIWEEKLY		1,540.26	
PRJ 825-602200	10/11/2018	101118	101118	1101118	1101118	STATE RETIREMENT WARRANT=101118 RUN=1 BIWEEKLY		242.59	
PRJ 825-602600	10/11/2018	101118	101118	1101118	1101118	FICA TAXES WARRANT=101118 RUN=1 BIWEEKLY		114.94	
PRJ 445-600100	10/11/2018	101118	101118	1101118	1101118	HEALTH INSURANCE WARRANT=101118 RUN=1 BIWEEKLY		298.90	
PRJ 445-600400	10/11/2018	101118	101118	1101118	1101118	WAGES AND SALARIES WARRANT=101118 RUN=1 BIWEEKLY		7,630.03	
PRJ 445-601900	10/11/2018	101118	101118	1101118	1101118	OVERTIME WARRANT=101118 RUN=1 BIWEEKLY		16.67	
PRJ 445-602200	10/11/2018	101118	101118	1101118	1101118	STATE RETIREMENT WARRANT=101118 RUN=1 BIWEEKLY		1,204.36	
PRJ 445-602600	10/11/2018	101118	101118	1101118	1101118	FICA TAXES WARRANT=101118 RUN=1 BIWEEKLY		559.96	
PRJ 445-602600	10/11/2018	101118	101118	1101118	1101118	HEALTH INSURANCE WARRANT=101118 RUN=1 BIWEEKLY		1,038.49	
GENERAL LEDGER TOTAL								2,394,414.34	2,394,414.34
PRJ 001-200100	10/11/2018					EQTY IN PLD CASH-GENERAL		1,363,530.36	
PRJ 010-110100	10/11/2018					EQUITY IN POOLED CASH			1,363,530.36
PRJ 001-201900	10/11/2018					EQTY IN PLD CASH-CDBG		9,114.63	
PRJ 200-110100	10/11/2018					EQUITY IN POOLED CASH			9,114.63
PRJ 001-203700	10/11/2018					EQTY IN PLD CASH-WATER\SEWER		39,464.03	
PRJ 400-110100	10/11/2018					EQUITY IN POOLED CASH			39,464.03
PRJ 001-204300	10/11/2018					EQTY IN PLD CASH-J T JONES		10,449.51	
PRJ 420-110100	10/11/2018					EQUITY IN POOLED CASH			10,449.51

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T 0B	DEBIT	CREDIT
SYSTEM GENERATED ENTRIES TOTAL								1,422,558.53	1,422,558.53
JOURNAL 2019/01/10537 TOTAL								3,816,972.87	3,816,972.87
2019 1 10537						EXPENDITURE CONTROL		1,363,530.36	
PRJ 010-311300	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY			
PRJ 200-311300	10/11/2018	101118	101118	1101118	1101118	EXPENDITURE CONTROL		9,114.63	
PRJ 400-311300	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY			
PRJ 420-311300	10/11/2018	101118	101118	1101118	1101118	EXPENDITURE CONTROL		39,464.03	
	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY			
	10/11/2018	101118	101118	1101118	1101118	EXPENDITURE CONTROL		10,449.51	
	10/11/2018	101118	101118	1101118	1101118	WARRANT=101118 RUN=1 BIWEEKLY			

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GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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FUND	YEAR	PER	JNL	EFF	DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT								
001 POOLED CASH	2019	1	10537	10/11/2018				
001-100351					PAYROLL CLEARING	749,981.16		
001-100351					PAYROLL CLEARING			1,644,433.18
001-200100					EQTY IN PLD CASH-GENERAL	1,363,530.36		
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	10,449.51		
001-213700					WITHHOLDING-FEDERAL	71,204.75		
001-213700					WITHHOLDING-FEDERAL			71,204.75
001-213900					WITHHOLDING-STATE			28,125.14
001-214100					WITHHOLDING-RETIREMENT			251,010.40
001-214300					WITHHOLDING-HEALTH INSURANCE			220,647.94
001-214350					WITHHOLDING-VISION 100%EE PAID			2,668.91
001-214400					WITHHOLDING-FLEX SPENDING ACCT			4,130.41
001-214700					WITHHOLDING-GARNISHMENTS	3,910.94		
001-214700					WITHHOLDING-GARNISHMENTS			6,938.77
001-214900					WITHHOLDING-DEFERRED COMP			7,642.76
001-215900					WITHHOLDING-POLICE BENEVOLENT			504.75
001-216100					WITHHOLDING-COLONIAL LIFE			112.42
001-216150					WITHHOLDING-LINCOLN NATL LIFE			4,442.16
001-216300					WITHHOLDING-AFLAC			4,893.44
001-216400					WITHHOLDING-UNUM			855.47
001-216500					WITHHOLDING-PREPAID LEGAL			44.88
001-216700					ACCRUED AND WITHHELD FICA	146,758.96		
001-216700					ACCRUED AND WITHHELD FICA			146,758.96
					FUND TOTAL	2,394,414.34		2,394,414.34
010 GENERAL FUND	2019	1	10537	10/11/2018				
010-110100					EQUITY IN POOLED CASH			1,363,530.36
010-311300					EXPENDITURE CONTROL	1,363,530.36		
					FUND TOTAL	1,363,530.36		1,363,530.36
200 COMMUNITY DEVELOPMENT	2019	1	10537	10/11/2018				
200-110100					EQUITY IN POOLED CASH			9,114.63
200-311300					EXPENDITURE CONTROL	9,114.63		
					FUND TOTAL	9,114.63		9,114.63
400 WATER/SEWER UTILITY FUND	2019	1	10537	10/11/2018				
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	2019	1	10537	10/11/2018				
420-110100					EQUITY IN POOLED CASH			10,449.51
420-311300					EXPENDITURE CONTROL	10,449.51		

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 GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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FUND ACCOUNT	YEAR PER	JNL	EFF	DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
FUND TOTAL						10,449.51	10,449.51

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 GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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FUND		DUE TO	DUE FROM
001	POOLED CASH	1,422,558.53	
010	GENERAL FUND		1,363,530.36
200	COMMUNITY DEVELOPMENT		9,114.63
400	WATER/SEWER UTILITY FUND		39,464.03
420	JOSEPH T JONES		10,449.51
TOTAL		1,422,558.53	1,422,558.53

** END OF REPORT - Generated by Shelia Casey **

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CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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WARRANT 102518

PAY PERIOD 10/08/2018 to 10/21/2018

CHECK DATE 10/25/2018

YEAR 2019 PERIOD 1
EXPENDITURE ENTRIES
SHORT DESC 102518

GL EFF DATE 10/25/2018
REFERENCE 102518
REFERENCE2 1102518

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
YEAR 2019 PERIOD 1				GL EFF DATE 10/25/2018	
111	600100	1	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	8,451.92
115	601900		LEGISLATIVE	STATE RETIREMENT	1,252.26
115	602200		LEGISLATIVE	FICA TAXES	564.74
115	602600		LEGISLATIVE	HEALTH INSURANCE	3,006.56
125	600100		JUDICIAL	WAGES AND SALARIES	28,397.53
125	601900		JUDICIAL	STATE RETIREMENT	4,472.60
125	602200		JUDICIAL	FICA TAXES	2,040.32
125	602600		JUDICIAL	HEALTH INSURANCE	5,600.68
135	600100		LEGAL	WAGES AND SALARIES	26,083.25
135	601900		LEGAL	STATE RETIREMENT	4,108.11
135	602200		LEGAL	FICA TAXES	1,913.16
135	602600		LEGAL	HEALTH INSURANCE	3,767.53
145	600100		GENERAL ADMINISTRATION	WAGES AND SALARIES	36,700.74
145	600400		GENERAL ADMINISTRATION	OVERTIME	163.70
145	601900		GENERAL ADMINISTRATION	STATE RETIREMENT	5,716.39
145	602200		GENERAL ADMINISTRATION	FICA TAXES	2,684.55
145	602600		GENERAL ADMINISTRATION	HEALTH INSURANCE	4,764.26
150	600100		INFORMATION TECHNOLOGY	WAGES AND SALARIES	23,089.06
150	601900		INFORMATION TECHNOLOGY	STATE RETIREMENT	3,596.78
150	602200		INFORMATION TECHNOLOGY	FICA TAXES	1,636.84
150	602600		INFORMATION TECHNOLOGY	HEALTH INSURANCE	5,356.50
213	600100		POLICE OPERATING	WAGES AND SALARIES	338,349.03
213	600400		POLICE OPERATING	OVERTIME	39,290.13
213	601000		POLICE OPERATING	HOLIDAY PAY	2,189.41
213	601900		POLICE OPERATING	STATE RETIREMENT	59,822.98
213	602200		POLICE OPERATING	FICA TAXES	27,528.22
213	602600		POLICE OPERATING	HEALTH INSURANCE	60,712.75
290	600100		FIRE	WAGES AND SALARIES	256,945.10
290	600400		FIRE	OVERTIME	76,411.48
290	601000		FIRE	HOLIDAY PAY	2,979.65
290	601900		FIRE	STATE RETIREMENT	52,972.96
290	602200		FIRE	FICA TAXES	24,535.10
290	602600		FIRE	HEALTH INSURANCE	46,764.47
313	600100		PUBLIC WORKS ADMIN	WAGES AND SALARIES	16,128.87
313	601900		PUBLIC WORKS ADMIN	STATE RETIREMENT	2,549.74
313	602200		PUBLIC WORKS ADMIN	FICA TAXES	1,184.97
313	602600		PUBLIC WORKS ADMIN	HEALTH INSURANCE	1,551.52
315	600100		TRAFFIC CONTROL AND SAFETY	WAGES AND SALARIES	12,198.25
315	600400		TRAFFIC CONTROL AND SAFETY	OVERTIME	780.79
315	601900		TRAFFIC CONTROL AND SAFETY	STATE RETIREMENT	2,053.65
315	602200		TRAFFIC CONTROL AND SAFETY	FICA TAXES	968.78
315	602600		TRAFFIC CONTROL AND SAFETY	HEALTH INSURANCE	2,051.08
335	600100		MAINTENANCE GARAGE	WAGES AND SALARIES	14,011.42

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CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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WARRANT 102518

PAY PERIOD 10/08/2018 to 10/21/2018

CHECK DATE 10/25/2018

YEAR 2019 PERIOD 1
EXPENDITURE ENTRIES
SHORT DESC 102518

GL EFF DATE 10/25/2018
REFERENCE 102518
REFERENCE2 1102518

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
335	601900		MAINTENANCE GARAGE	STATE RETIREMENT	2,211.54
335	602200		MAINTENANCE GARAGE	FICA TAXES	1,023.93
335	602600		MAINTENANCE GARAGE	HEALTH INSURANCE	1,687.43
325	600100		ENGINEERING	WAGES AND SALARIES	14,812.05
325	601900		ENGINEERING	STATE RETIREMENT	2,337.63
325	602200		ENGINEERING	FICA TAXES	1,082.86
325	602600		ENGINEERING	HEALTH INSURANCE	2,098.03
411	600100		LEISURE SERVICES	WAGES AND SALARIES	68,132.21
411	600100	41130	LEISURE SERVICES	WAGES AND SALARIES	932.53
411	600100	41133	LEISURE SERVICES	WAGES AND SALARIES	1,026.36
411	600100	41136	LEISURE SERVICES	WAGES AND SALARIES	5,897.37
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	2,438.24
411	600400	41130	LEISURE SERVICES	OVERTIME	155.15
411	600400	41136	LEISURE SERVICES	OVERTIME	2,147.49
411	600400	41144	LEISURE SERVICES	OVERTIME	15.26
411	601900		LEISURE SERVICES	STATE RETIREMENT	11,095.07
411	601900	41130	LEISURE SERVICES	STATE RETIREMENT	171.31
411	601900	41133	LEISURE SERVICES	STATE RETIREMENT	161.66
411	601900	41136	LEISURE SERVICES	STATE RETIREMENT	1,271.80
411	601900	41138	LEISURE SERVICES	STATE RETIREMENT	1.21
411	601900	41140	LEISURE SERVICES	STATE RETIREMENT	173.77
411	601900	41144	LEISURE SERVICES	STATE RETIREMENT	379.77
411	602200		LEISURE SERVICES	FICA TAXES	5,129.12
411	602200	41130	LEISURE SERVICES	FICA TAXES	81.28
411	602200	41133	LEISURE SERVICES	FICA TAXES	69.96
411	602200	41136	LEISURE SERVICES	FICA TAXES	612.22
411	602200	41138	LEISURE SERVICES	FICA TAXES	.58
411	602200	41140	LEISURE SERVICES	FICA TAXES	70.82
411	602200	41144	LEISURE SERVICES	FICA TAXES	182.74
411	602600		LEISURE SERVICES	HEALTH INSURANCE	14,077.24
411	602600	41130	LEISURE SERVICES	HEALTH INSURANCE	80.43
411	602600	41133	LEISURE SERVICES	HEALTH INSURANCE	355.68
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
415	600100		BUILDING MAINTENANCE	WAGES AND SALARIES	1,058.86
415	600400		BUILDING MAINTENANCE	OVERTIME	90.91
415	601900		BUILDING MAINTENANCE	STATE RETIREMENT	181.09
415	602200		BUILDING MAINTENANCE	FICA TAXES	87.96
611	600100		PLANNING AND ZONING	WAGES AND SALARIES	41,315.49
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	6,148.97

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CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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WARRANT 102518

PAY PERIOD 10/08/2018 to 10/21/2018

CHECK DATE 10/25/2018

YEAR 2019 PERIOD 1
EXPENDITURE ENTRIES
SHORT DESC 102518

GL EFF DATE 10/25/2018
REFERENCE 102518
REFERENCE2 1102518

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
621	601900		ECONOMIC DEVELOPMENT	STATE RETIREMENT	968.46
621	602200		ECONOMIC DEVELOPMENT	FICA TAXES	457.57
621	602600		ECONOMIC DEVELOPMENT	HEALTH INSURANCE	725.73
FUND TOTALS					1,441,204.97
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	25,570.13
811	601900		UTILITY BILLING	STATE RETIREMENT	4,027.31
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	1,540.27
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					39,464.11
445	600100		JOSEPH T JONES	WAGES AND SALARIES	8,154.57
445	600400		JOSEPH T JONES	OVERTIME	150.19
445	601900		JOSEPH T JONES	STATE RETIREMENT	1,307.99
445	602200		JOSEPH T JONES	FICA TAXES	610.33
445	602600		JOSEPH T JONES	HEALTH INSURANCE	1,038.49
FUND TOTALS					11,261.57
GRAND TOTALS					1,501,045.28

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 GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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WARRANT 102518

PAY PERIOD 10/08/2018 to 10/21/2018

CHECK DATE 10/25/2018

PAYROLL VENDOR INVOICES TO BE CREATED

VENDOR	REMIT NAME	WITHHOLDING ORG/OBJ/PROJ	AMOUNT
1282	GROUP HEALTH LIFE AND DISABILITY	001-214350-	5,318.99
		Total for vendor/remit: 1282/0	5,318.99

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GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2019 1 11362	PRJ 001-100351	10/25/2018	102518	102518	1102518	1102518	PAYROLL CLEARING WARRANT=102518 RUN=1 BIWEEKLY		784,207.30	
	PRJ 001-213700	10/25/2018	102518	102518	1102518	1102518	WITHHOLDING-FEDERAL WARRANT=102518 RUN=1 BIWEEKLY			78,889.46
	PRJ 001-213700	10/25/2018	102518	102518	1102518	1102518	WITHHOLDING-FEDERAL WARRANT=102518 RUN=1 BIWEEKLY		78,889.46	
	PRJ 001-100351	10/25/2018	102518	102518	1102518	1102518	PAYROLL CLEARING WARRANT=102518 RUN=1 BIWEEKLY			2,808,040.10
	PRJ 001-213900	10/25/2018	102518	102518	1102518	1102518	WITHHOLDING-STATE WARRANT=102518 RUN=1 BIWEEKLY			31,161.13
	PRJ 001-213900	10/25/2018	102518	102518	1102518	1102518	WITHHOLDING-STATE WARRANT=102518 RUN=1 BIWEEKLY		59,286.27	
	PRJ 001-214100	10/25/2018	102518	102518	1102518	1102518	WITHHOLDING-RETIREMENT WARRANT=102518 RUN=1 BIWEEKLY			266,936.38
	PRJ 001-214100	10/25/2018	102518	102518	1102518	1102518	WITHHOLDING-RETIREMENT WARRANT=102518 RUN=1 BIWEEKLY		517,946.78	
	PRJ 001-214300	10/25/2018	102518	102518	1102518	1102518	WITHHOLDING-HEALTH INSURANCE WARRANT=102518 RUN=1 BIWEEKLY			218,335.07
	PRJ 001-214300	10/25/2018	102518	102518	1102518	1102518	WITHHOLDING-HEALTH INSURANCE WARRANT=102518 RUN=1 BIWEEKLY		438,983.01	
	PRJ 001-214350	10/25/2018	102518	102518	1102518	1102518	WITHHOLDING-VISION 100%EE PAID WARRANT=102518 RUN=1 BIWEEKLY			2,650.08
	PRJ 001-214400	10/25/2018	102518	102518	1102518	1102518	WITHHOLDING-FLEX SPENDING ACCT WARRANT=102518 RUN=1 BIWEEKLY			3,763.75
	PRJ 001-214400	10/25/2018	102518	102518	1102518	1102518	WITHHOLDING-FLEX SPENDING ACCT WARRANT=102518 RUN=1 BIWEEKLY		7,894.16	
	PRJ 001-214500	10/25/2018	102518	102518	1102518	1102518	WITHHOLDING-TAX LIENS WARRANT=102518 RUN=1 BIWEEKLY			206.63
	PRJ 001-214500	10/25/2018	102518	102518	1102518	1102518	WITHHOLDING-TAX LIENS WARRANT=102518 RUN=1 BIWEEKLY		206.63	
	PRJ 001-214700	10/25/2018	102518	102518	1102518	1102518	WITHHOLDING-GARNISHMENTS WARRANT=102518 RUN=1 BIWEEKLY			7,054.55
	PRJ 001-214700	10/25/2018	102518	102518	1102518	1102518	WITHHOLDING-GARNISHMENTS WARRANT=102518 RUN=1 BIWEEKLY		10,082.38	
	PRJ 001-214900	10/25/2018	102518	102518	1102518	1102518	WITHHOLDING-DEFERRED COMP WARRANT=102518 RUN=1 BIWEEKLY			7,642.76
	PRJ 001-214900	10/25/2018	102518	102518	1102518	1102518	WITHHOLDING-DEFERRED COMP WARRANT=102518 RUN=1 BIWEEKLY		15,285.52	
	PRJ 001-215900	10/25/2018	102518	102518	1102518	1102518	WITHHOLDING-POLICE BENEVOLENT WARRANT=102518 RUN=1 BIWEEKLY			493.00
	PRJ 001-215900	10/25/2018	102518	102518	1102518	1102518	WITHHOLDING-POLICE BENEVOLENT WARRANT=102518 RUN=1 BIWEEKLY		997.75	
	PRJ 001-216100	10/25/2018	102518	102518	1102518	1102518	WITHHOLDING-COLONIAL LIFE WARRANT=102518 RUN=1 BIWEEKLY			112.42
	PRJ 001-216100	10/25/2018	102518	102518	1102518	1102518	WITHHOLDING-COLONIAL LIFE WARRANT=102518 RUN=1 BIWEEKLY		224.84	
	PRJ 001-216150	10/25/2018	102518	102518	1102518	1102518	WITHHOLDING-LINCOLN NATL LIFE			4,311.04

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CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
PRJ 001-216150	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY WITHHOLDING-LINCOLN NATL LIFE		8,753.20	
PRJ 001-216300	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY WITHHOLDING-AFLAC			4,893.44
PRJ 001-216300	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY WITHHOLDING-AFLAC		9,786.88	
PRJ 001-216400	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY WITHHOLDING-UNUM			855.47
PRJ 001-216400	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY WITHHOLDING-UNUM		1,710.94	
PRJ 001-216500	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY WITHHOLDING-PREPAID LEGAL			44.88
PRJ 001-216500	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY WITHHOLDING-PREPAID LEGAL		89.76	
PRJ 001-216700	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY ACCRUED AND WITHHELD FICA			156,857.24
PRJ 001-216700	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY ACCRUED AND WITHHELD FICA		156,857.24	
PRJ 111-600100	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY WAGES AND SALARIES		8,309.68	
PRJ 111-601900	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY STATE RETIREMENT		1,308.77	
PRJ 111-602200	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY FICA TAXES		605.75	
PRJ 111-602600	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY HEALTH INSURANCE		1,374.34	
PRJ 115-600100	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY WAGES AND SALARIES		8,451.92	
PRJ 115-601900	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY STATE RETIREMENT		1,252.26	
PRJ 115-602200	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY FICA TAXES		564.74	
PRJ 115-602600	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY HEALTH INSURANCE		3,006.56	
PRJ 125-600100	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY WAGES AND SALARIES		28,397.53	
PRJ 125-601900	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY STATE RETIREMENT		4,472.60	
PRJ 125-602200	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY FICA TAXES		2,040.32	
PRJ 125-602600	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY HEALTH INSURANCE		5,600.68	
PRJ 135-600100	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY WAGES AND SALARIES		26,083.25	
PRJ 135-601900	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY STATE RETIREMENT		4,108.11	
PRJ 135-602200	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY FICA TAXES		1,913.16	
	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			

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PRJ 135-602600	10/25/2018	102518	102518	1102518	1102518	HEALTH INSURANCE		3,767.53	
PRJ 145-600100	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
PRJ 145-600400	10/25/2018	102518	102518	1102518	1102518	WAGES AND SALARIES		36,700.74	
PRJ 145-601900	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
PRJ 145-602200	10/25/2018	102518	102518	1102518	1102518	OVERTIME		163.70	
PRJ 145-602600	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
PRJ 150-600100	10/25/2018	102518	102518	1102518	1102518	STATE RETIREMENT		5,716.39	
PRJ 150-601900	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
PRJ 150-602200	10/25/2018	102518	102518	1102518	1102518	FICA TAXES		2,684.55	
PRJ 150-602600	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
PRJ 213-600100	10/25/2018	102518	102518	1102518	1102518	HEALTH INSURANCE		4,764.26	
PRJ 213-600400	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
PRJ 213-601000	10/25/2018	102518	102518	1102518	1102518	WAGES AND SALARIES		23,089.06	
PRJ 213-601900	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
PRJ 213-602200	10/25/2018	102518	102518	1102518	1102518	STATE RETIREMENT		3,596.78	
PRJ 213-602600	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
PRJ 290-600100	10/25/2018	102518	102518	1102518	1102518	FICA TAXES		1,636.84	
PRJ 290-600400	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
PRJ 290-601000	10/25/2018	102518	102518	1102518	1102518	HEALTH INSURANCE		5,356.50	
PRJ 290-601900	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
PRJ 290-602200	10/25/2018	102518	102518	1102518	1102518	WAGES AND SALARIES		338,349.03	
PRJ 290-602600	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
PRJ 313-600100	10/25/2018	102518	102518	1102518	1102518	OVERTIME		39,290.13	
PRJ 313-600400	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
PRJ 313-601000	10/25/2018	102518	102518	1102518	1102518	HOLIDAY PAY		2,189.41	
PRJ 313-601900	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
PRJ 313-602200	10/25/2018	102518	102518	1102518	1102518	STATE RETIREMENT		59,822.98	
PRJ 313-602600	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
PRJ 313-600100	10/25/2018	102518	102518	1102518	1102518	FICA TAXES		27,528.22	
PRJ 313-600400	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
PRJ 313-601000	10/25/2018	102518	102518	1102518	1102518	HEALTH INSURANCE		60,712.75	
PRJ 313-601900	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
PRJ 313-602200	10/25/2018	102518	102518	1102518	1102518	WAGES AND SALARIES		256,945.10	
PRJ 313-602600	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
PRJ 313-600100	10/25/2018	102518	102518	1102518	1102518	OVERTIME		76,411.48	
PRJ 313-600400	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
PRJ 313-601000	10/25/2018	102518	102518	1102518	1102518	HOLIDAY PAY		2,979.65	
PRJ 313-601900	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
PRJ 313-602200	10/25/2018	102518	102518	1102518	1102518	STATE RETIREMENT		52,972.96	
PRJ 313-602600	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
PRJ 313-600100	10/25/2018	102518	102518	1102518	1102518	FICA TAXES		24,535.10	
PRJ 313-600400	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
PRJ 313-601000	10/25/2018	102518	102518	1102518	1102518	HEALTH INSURANCE		46,764.47	
PRJ 313-601900	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
PRJ 313-602200	10/25/2018	102518	102518	1102518	1102518	WAGES AND SALARIES		16,128.87	
PRJ 313-602600	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
PRJ 313-600100	10/25/2018	102518	102518	1102518	1102518	STATE RETIREMENT		2,549.74	
PRJ 313-600400	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
PRJ 313-601000	10/25/2018	102518	102518	1102518	1102518	FICA TAXES		1,184.97	

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PRJ 313-602600	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
PRJ 315-600100	10/25/2018	102518	102518	1102518	1102518	HEALTH INSURANCE WARRANT=102518 RUN=1 BIWEEKLY		1,551.52	
PRJ 315-600400	10/25/2018	102518	102518	1102518	1102518	WAGES AND SALARIES WARRANT=102518 RUN=1 BIWEEKLY		12,198.25	
PRJ 315-601900	10/25/2018	102518	102518	1102518	1102518	OVERTIME WARRANT=102518 RUN=1 BIWEEKLY		780.79	
PRJ 315-602200	10/25/2018	102518	102518	1102518	1102518	STATE RETIREMENT WARRANT=102518 RUN=1 BIWEEKLY		2,053.65	
PRJ 315-602600	10/25/2018	102518	102518	1102518	1102518	FICA TAXES WARRANT=102518 RUN=1 BIWEEKLY		968.78	
PRJ 335-600100	10/25/2018	102518	102518	1102518	1102518	HEALTH INSURANCE WARRANT=102518 RUN=1 BIWEEKLY		2,051.08	
PRJ 335-601900	10/25/2018	102518	102518	1102518	1102518	WAGES AND SALARIES WARRANT=102518 RUN=1 BIWEEKLY		14,011.42	
PRJ 335-602200	10/25/2018	102518	102518	1102518	1102518	STATE RETIREMENT WARRANT=102518 RUN=1 BIWEEKLY		2,211.54	
PRJ 335-602600	10/25/2018	102518	102518	1102518	1102518	FICA TAXES WARRANT=102518 RUN=1 BIWEEKLY		1,023.93	
PRJ 325-600100	10/25/2018	102518	102518	1102518	1102518	HEALTH INSURANCE WARRANT=102518 RUN=1 BIWEEKLY		1,687.43	
PRJ 325-601900	10/25/2018	102518	102518	1102518	1102518	WAGES AND SALARIES WARRANT=102518 RUN=1 BIWEEKLY		14,812.05	
PRJ 325-602200	10/25/2018	102518	102518	1102518	1102518	STATE RETIREMENT WARRANT=102518 RUN=1 BIWEEKLY		2,337.63	
PRJ 325-602600	10/25/2018	102518	102518	1102518	1102518	FICA TAXES WARRANT=102518 RUN=1 BIWEEKLY		1,082.86	
PRJ 411-600100	10/25/2018	102518	102518	1102518	1102518	HEALTH INSURANCE WARRANT=102518 RUN=1 BIWEEKLY		2,098.03	
PRJ 411-600100-41130	10/25/2018	102518	102518	1102518	1102518	WAGES AND SALARIES WARRANT=102518 RUN=1 BIWEEKLY		68,132.21	
PRJ 411-600100-41133	10/25/2018	102518	102518	1102518	1102518	WAGES AND SALARIES WARRANT=102518 RUN=1 BIWEEKLY		932.53	
PRJ 411-600100-41136	10/25/2018	102518	102518	1102518	1102518	WAGES AND SALARIES WARRANT=102518 RUN=1 BIWEEKLY		1,026.36	
PRJ 411-600100-41138	10/25/2018	102518	102518	1102518	1102518	WAGES AND SALARIES WARRANT=102518 RUN=1 BIWEEKLY		5,897.37	
PRJ 411-600100-41140	10/25/2018	102518	102518	1102518	1102518	WAGES AND SALARIES WARRANT=102518 RUN=1 BIWEEKLY		7.69	
PRJ 411-600100-41144	10/25/2018	102518	102518	1102518	1102518	WAGES AND SALARIES WARRANT=102518 RUN=1 BIWEEKLY		1,103.30	
PRJ 411-600400	10/25/2018	102518	102518	1102518	1102518	OVERTIME WARRANT=102518 RUN=1 BIWEEKLY		2,395.99	
PRJ 411-600400-41130	10/25/2018	102518	102518	1102518	1102518	OVERTIME WARRANT=102518 RUN=1 BIWEEKLY		2,438.24	
PRJ 411-600400-41136	10/25/2018	102518	102518	1102518	1102518	OVERTIME WARRANT=102518 RUN=1 BIWEEKLY		155.15	
	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY		2,147.49	

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PRJ 411-600400-41144	10/25/2018 102518		102518	1102518	1102518	OVERTIME		15.26	
PRJ 411-601900	10/25/2018 102518		102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
PRJ 411-601900-41130	10/25/2018 102518		102518	1102518	1102518	STATE RETIREMENT		11,095.07	
PRJ 411-601900-41133	10/25/2018 102518		102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
PRJ 411-601900-41136	10/25/2018 102518		102518	1102518	1102518	STATE RETIREMENT		171.31	
PRJ 411-601900-41138	10/25/2018 102518		102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
PRJ 411-601900-41140	10/25/2018 102518		102518	1102518	1102518	STATE RETIREMENT		161.66	
PRJ 411-601900-41144	10/25/2018 102518		102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
PRJ 411-602200	10/25/2018 102518		102518	1102518	1102518	STATE RETIREMENT		1,271.80	
PRJ 411-602200-41130	10/25/2018 102518		102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
PRJ 411-602200-41133	10/25/2018 102518		102518	1102518	1102518	STATE RETIREMENT		1.21	
PRJ 411-602200-41136	10/25/2018 102518		102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
PRJ 411-602200-41138	10/25/2018 102518		102518	1102518	1102518	STATE RETIREMENT		173.77	
PRJ 411-602200-41140	10/25/2018 102518		102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
PRJ 411-602200-41144	10/25/2018 102518		102518	1102518	1102518	STATE RETIREMENT		379.77	
PRJ 411-602200-41144	10/25/2018 102518		102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
PRJ 411-602200-41144	10/25/2018 102518		102518	1102518	1102518	FICA TAXES		5,129.12	
PRJ 411-602200-41144	10/25/2018 102518		102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
PRJ 411-602200-41144	10/25/2018 102518		102518	1102518	1102518	FICA TAXES		81.28	
PRJ 411-602200-41144	10/25/2018 102518		102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
PRJ 411-602200-41144	10/25/2018 102518		102518	1102518	1102518	FICA TAXES		69.96	
PRJ 411-602200-41144	10/25/2018 102518		102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
PRJ 411-602200-41144	10/25/2018 102518		102518	1102518	1102518	FICA TAXES		612.22	
PRJ 411-602200-41144	10/25/2018 102518		102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
PRJ 411-602200-41144	10/25/2018 102518		102518	1102518	1102518	FICA TAXES		.58	
PRJ 411-602200-41144	10/25/2018 102518		102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
PRJ 411-602200-41144	10/25/2018 102518		102518	1102518	1102518	FICA TAXES		70.82	
PRJ 411-602200-41144	10/25/2018 102518		102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
PRJ 411-602200-41144	10/25/2018 102518		102518	1102518	1102518	FICA TAXES		182.74	
PRJ 411-602200-41144	10/25/2018 102518		102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
PRJ 411-602600	10/25/2018 102518		102518	1102518	1102518	HEALTH INSURANCE		14,077.24	
PRJ 411-602600-41130	10/25/2018 102518		102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
PRJ 411-602600-41133	10/25/2018 102518		102518	1102518	1102518	HEALTH INSURANCE		80.43	
PRJ 411-602600-41136	10/25/2018 102518		102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
PRJ 411-602600-41138	10/25/2018 102518		102518	1102518	1102518	HEALTH INSURANCE		355.68	
PRJ 411-602600-41140	10/25/2018 102518		102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
PRJ 411-602600-41144	10/25/2018 102518		102518	1102518	1102518	HEALTH INSURANCE		458.87	
PRJ 411-602600-41144	10/25/2018 102518		102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
PRJ 411-602600-41144	10/25/2018 102518		102518	1102518	1102518	HEALTH INSURANCE		1.16	
PRJ 411-602600-41144	10/25/2018 102518		102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
PRJ 411-602600-41144	10/25/2018 102518		102518	1102518	1102518	HEALTH INSURANCE		541.91	
PRJ 411-602600-41144	10/25/2018 102518		102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
PRJ 411-602600-41144	10/25/2018 102518		102518	1102518	1102518	HEALTH INSURANCE		25.00	
PRJ 411-602600-41144	10/25/2018 102518		102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
PRJ 415-600100	10/25/2018 102518		102518	1102518	1102518	WAGES AND SALARIES		1,058.86	
PRJ 415-600400	10/25/2018 102518		102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
PRJ 415-601900	10/25/2018 102518		102518	1102518	1102518	OVERTIME		90.91	
PRJ 415-601900	10/25/2018 102518		102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
PRJ 415-601900	10/25/2018 102518		102518	1102518	1102518	STATE RETIREMENT		181.09	

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PRJ 415-602200	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
						FICA TAXES		87.96	
PRJ 611-600100	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
						WAGES AND SALARIES		41,315.49	
PRJ 611-601900	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
						STATE RETIREMENT		6,507.17	
PRJ 611-602200	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
						FICA TAXES		2,951.76	
PRJ 611-602600	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
						HEALTH INSURANCE		9,317.97	
PRJ 621-600100	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
						WAGES AND SALARIES		6,148.97	
PRJ 621-601900	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
						STATE RETIREMENT		968.46	
PRJ 621-602200	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
						FICA TAXES		457.57	
PRJ 621-602600	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
						HEALTH INSURANCE		725.73	
PRJ 511-600100-05600	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
						WAGES AND SALARIES		2,913.20	
PRJ 511-601900-05600	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
						STATE RETIREMENT		458.83	
PRJ 511-602200-05600	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
						FICA TAXES		214.76	
PRJ 511-602600-05600	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
						HEALTH INSURANCE		369.68	
PRJ 515-600100-74500	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
						WAGES AND SALARIES		3,438.15	
PRJ 515-601900-74500	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
						STATE RETIREMENT		541.51	
PRJ 515-602200-74500	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
						FICA TAXES		225.56	
PRJ 515-602600-74500	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
						HEALTH INSURANCE		952.94	
PRJ 811-600100	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
						WAGES AND SALARIES		25,570.13	
PRJ 811-601900	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
						STATE RETIREMENT		4,027.31	
PRJ 811-602200	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
						FICA TAXES		1,849.80	
PRJ 811-602600	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
						HEALTH INSURANCE		5,820.17	
PRJ 825-600100	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
						WAGES AND SALARIES		1,540.27	
PRJ 825-601900	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
						STATE RETIREMENT		242.59	
PRJ 825-602200	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			
						FICA TAXES		114.94	
	10/25/2018	102518	102518	1102518	1102518	WARRANT=102518 RUN=1 BIWEEKLY			

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GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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YEAR	PER	JNL	SRC	ACCOUNT	EFF	DATE	JNL	DESC	REF	1	REF	2	REF	3	ACCOUNT	DESC	LINE	DESC	T	OB	DEBIT	CREDIT
PRJ	825-602600																				298.90	
	10/25/2018	102518							102518		1102518		1102518		HEALTH INSURANCE							
PRJ	445-600100								102518		1102518		1102518		WARRANT=102518	RUN=1	BIWEEKLY					
	10/25/2018	102518							102518		1102518		1102518		WAGES AND SALARIES						8,154.57	
PRJ	445-600400								102518		1102518		1102518		WARRANT=102518	RUN=1	BIWEEKLY					
	10/25/2018	102518							102518		1102518		1102518		OVERTIME						150.19	
PRJ	445-601900								102518		1102518		1102518		WARRANT=102518	RUN=1	BIWEEKLY					
	10/25/2018	102518							102518		1102518		1102518		STATE RETIREMENT						1,307.99	
PRJ	445-602200								102518		1102518		1102518		WARRANT=102518	RUN=1	BIWEEKLY					
	10/25/2018	102518							102518		1102518		1102518		FICA TAXES						610.33	
PRJ	445-602600								102518		1102518		1102518		WARRANT=102518	RUN=1	BIWEEKLY					
	10/25/2018	102518							102518		1102518		1102518		HEALTH INSURANCE						1,038.49	
									102518		1102518		1102518		WARRANT=102518	RUN=1	BIWEEKLY					
GENERAL LEDGER TOTAL																			3,592,247.40	3,592,247.40		
PRJ	001-200100														EQTY IN PLD CASH-GENERAL					1,441,204.97		
	10/25/2018																					
PRJ	010-110100														EQUITY IN POOLED CASH						1,441,204.97	
	10/25/2018																					
PRJ	001-201900														EQTY IN PLD CASH-CDBG					9,114.63		
	10/25/2018																					
PRJ	200-110100														EQUITY IN POOLED CASH						9,114.63	
	10/25/2018																					
PRJ	001-203700														EQTY IN PLD CASH-WATER\SEWER					39,464.11		
	10/25/2018																					
PRJ	400-110100														EQUITY IN POOLED CASH						39,464.11	
	10/25/2018																					
PRJ	001-204300														EQTY IN PLD CASH-J T JONES					11,261.57		
	10/25/2018																					
PRJ	420-110100														EQUITY IN POOLED CASH						11,261.57	
	10/25/2018																					
SYSTEM GENERATED ENTRIES TOTAL																			1,501,045.28	1,501,045.28		
JOURNAL 2019/01/11362 TOTAL																			5,093,292.68	5,093,292.68		
2019	1	11362																				
PRJ	010-311300														EXPENDITURE CONTROL					1,441,204.97		
	10/25/2018	102518							102518		1102518		1102518		WARRANT=102518	RUN=1	BIWEEKLY					
PRJ	200-311300								102518		1102518		1102518		EXPENDITURE CONTROL					9,114.63		
	10/25/2018	102518							102518		1102518		1102518		WARRANT=102518	RUN=1	BIWEEKLY					
PRJ	400-311300								102518		1102518		1102518		EXPENDITURE CONTROL					39,464.11		
	10/25/2018	102518							102518		1102518		1102518		WARRANT=102518	RUN=1	BIWEEKLY					
PRJ	420-311300								102518		1102518		1102518		EXPENDITURE CONTROL					11,261.57		
	10/25/2018	102518							102518		1102518		1102518		WARRANT=102518	RUN=1	BIWEEKLY					

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FUND	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT							
001 POOLED CASH	2019	1	11362	10/25/2018			
001-100351					PAYROLL CLEARING	784,207.30	
001-100351					PAYROLL CLEARING		2,808,040.10
001-200100					EQTY IN PLD CASH-GENERAL	1,441,204.97	
001-201900					EQTY IN PLD CASH-CDBG	9,114.63	
001-203700					EQTY IN PLD CASH-WATER\SEWER	39,464.11	
001-204300					EQTY IN PLD CASH-J T JONES	11,261.57	
001-213700					WITHHOLDING-FEDERAL	78,889.46	
001-213700					WITHHOLDING-FEDERAL		78,889.46
001-213900					WITHHOLDING-STATE	59,286.27	
001-213900					WITHHOLDING-STATE		31,161.13
001-214100					WITHHOLDING-RETIREMENT	517,946.78	
001-214100					WITHHOLDING-RETIREMENT		266,936.38
001-214300					WITHHOLDING-HEALTH INSURANCE	438,983.01	
001-214300					WITHHOLDING-HEALTH INSURANCE		218,335.07
001-214350					WITHHOLDING-VISION 100%EE PAID		2,650.08
001-214400					WITHHOLDING-FLEX SPENDING ACCT	7,894.16	
001-214400					WITHHOLDING-FLEX SPENDING ACCT		3,763.75
001-214500					WITHHOLDING-TAX LIENS	206.63	
001-214500					WITHHOLDING-TAX LIENS		206.63
001-214700					WITHHOLDING-GARNISHMENTS	10,082.38	
001-214700					WITHHOLDING-GARNISHMENTS		7,054.55
001-214900					WITHHOLDING-DEFERRED COMP	15,285.52	
001-214900					WITHHOLDING-DEFERRED COMP		7,642.76
001-215900					WITHHOLDING-POLICE BENEVOLENT	997.75	
001-215900					WITHHOLDING-POLICE BENEVOLENT		493.00
001-216100					WITHHOLDING-COLONIAL LIFE	224.84	
001-216100					WITHHOLDING-COLONIAL LIFE		112.42
001-216150					WITHHOLDING-LINCOLN NATL LIFE	8,753.20	
001-216150					WITHHOLDING-LINCOLN NATL LIFE		4,311.04
001-216300					WITHHOLDING-AFLAC	9,786.88	
001-216300					WITHHOLDING-AFLAC		4,893.44
001-216400					WITHHOLDING-UNUM	1,710.94	
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	156,857.24	
001-216700					ACCRUED AND WITHHELD FICA		156,857.24
					FUND TOTAL	3,592,247.40	3,592,247.40
010 GENERAL FUND	2019	1	11362	10/25/2018			
010-110100					EQUITY IN POOLED CASH		1,441,204.97
010-311300					EXPENDITURE CONTROL	1,441,204.97	
					FUND TOTAL	1,441,204.97	1,441,204.97
200 COMMUNITY DEVELOPMENT	2019	1	11362	10/25/2018			
200-110100					EQUITY IN POOLED CASH		9,114.63

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FUND	ACCOUNT	YEAR	PER	JNL	EFF	DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
	200-311300						EXPENDITURE CONTROL	9,114.63	
							FUND TOTAL	9,114.63	9,114.63
400	WATER/SEWER UTILITY FUND	2019	1	11362	10/25/2018				
	400-110100						EQUITY IN POOLED CASH		39,464.11
	400-311300						EXPENDITURE CONTROL	39,464.11	
							FUND TOTAL	39,464.11	39,464.11
420	JOSEPH T JONES	2019	1	11362	10/25/2018				
	420-110100						EQUITY IN POOLED CASH		11,261.57
	420-311300						EXPENDITURE CONTROL	11,261.57	
							FUND TOTAL	11,261.57	11,261.57

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FUND		DUE TO	DUE FROM
001	POOLED CASH	1,501,045.28	
010	GENERAL FUND		1,441,204.97
200	COMMUNITY DEVELOPMENT		9,114.63
400	WATER/SEWER UTILITY FUND		39,464.11
420	JOSEPH T JONES		11,261.57
TOTAL		1,501,045.28	1,501,045.28

** END OF REPORT - Generated by Shelia Casey **

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WARRANT 1025A

PAY PERIOD 10/08/2018 to 10/21/2018

CHECK DATE 10/25/2018

YEAR 2019 PERIOD 1
EXPENDITURE ENTRIES
SHORT DESC 1025A

GL EFF DATE 10/25/2018
REFERENCE 1025A
REFERENCE2 11025A

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
YEAR 2019 PERIOD 1				GL EFF DATE 10/25/2018	
213	600100	1	POLICE OPERATING	WAGES AND SALARIES	2,447.02
213	601900		POLICE OPERATING	STATE RETIREMENT	385.41
213	602200		POLICE OPERATING	FICA TAXES	187.20
290	600100		FIRE	WAGES AND SALARIES	437.41
290	601900		FIRE	STATE RETIREMENT	68.89
290	602200		FIRE	FICA TAXES	33.46
FUND TOTALS					3,559.39
GRAND TOTALS					3,559.39

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CLERK: scasey

YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2019 1 11448									
PRJ 001-100351	10/25/2018	1025A	1025A	11025A	11025A	PAYROLL CLEARING WARRANT=1025A RUN=1 BIWEEKLY		1,270.46	
PRJ 001-213700	10/25/2018	1025A	1025A	11025A	11025A	WITHHOLDING-FEDERAL WARRANT=1025A RUN=1 BIWEEKLY			25.57
PRJ 001-213700	10/25/2018	1025A	1025A	11025A	11025A	WITHHOLDING-FEDERAL WARRANT=1025A RUN=1 BIWEEKLY		25.57	
PRJ 001-100351	10/25/2018	1025A	1025A	11025A	11025A	PAYROLL CLEARING WARRANT=1025A RUN=1 BIWEEKLY			4,829.85
PRJ 001-213900	10/25/2018	1025A	1025A	11025A	11025A	WITHHOLDING-STATE WARRANT=1025A RUN=1 BIWEEKLY			89.67
PRJ 001-213900	10/25/2018	1025A	1025A	11025A	11025A	WITHHOLDING-STATE WARRANT=1025A RUN=1 BIWEEKLY		89.67	
PRJ 001-214100	10/25/2018	1025A	1025A	11025A	11025A	WITHHOLDING-RETIREMENT WARRANT=1025A RUN=1 BIWEEKLY			713.90
PRJ 001-214100	10/25/2018	1025A	1025A	11025A	11025A	WITHHOLDING-RETIREMENT WARRANT=1025A RUN=1 BIWEEKLY		713.90	
PRJ 001-216700	10/25/2018	1025A	1025A	11025A	11025A	ACCRUED AND WITHHELD FICA WARRANT=1025A RUN=1 BIWEEKLY			441.32
PRJ 001-216700	10/25/2018	1025A	1025A	11025A	11025A	ACCRUED AND WITHHELD FICA WARRANT=1025A RUN=1 BIWEEKLY		441.32	
PRJ 213-600100	10/25/2018	1025A	1025A	11025A	11025A	WAGES AND SALARIES WARRANT=1025A RUN=1 BIWEEKLY		2,447.02	
PRJ 213-601900	10/25/2018	1025A	1025A	11025A	11025A	STATE RETIREMENT WARRANT=1025A RUN=1 BIWEEKLY		385.41	
PRJ 213-602200	10/25/2018	1025A	1025A	11025A	11025A	FICA TAXES WARRANT=1025A RUN=1 BIWEEKLY		187.20	
PRJ 290-600100	10/25/2018	1025A	1025A	11025A	11025A	WAGES AND SALARIES WARRANT=1025A RUN=1 BIWEEKLY		437.41	
PRJ 290-601900	10/25/2018	1025A	1025A	11025A	11025A	STATE RETIREMENT WARRANT=1025A RUN=1 BIWEEKLY		68.89	
PRJ 290-602200	10/25/2018	1025A	1025A	11025A	11025A	FICA TAXES WARRANT=1025A RUN=1 BIWEEKLY		33.46	
GENERAL LEDGER TOTAL								6,100.31	6,100.31
PRJ 001-200100	10/25/2018					EQTY IN PLD CASH-GENERAL		3,559.39	
PRJ 010-110100	10/25/2018					EQUITY IN POOLED CASH			3,559.39
SYSTEM GENERATED ENTRIES TOTAL								3,559.39	3,559.39
JOURNAL 2019/01/11448 TOTAL								9,659.70	9,659.70

2019 1 11448

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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 010-311300 10/25/2018	1025A	1025A	11025A	11025A		EXPENDITURE CONTROL WARRANT=1025A RUN=1 BIWEEKLY		3,559.39	

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FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001	POOLED CASH	2019	1	11448	10/25/2018			
	001-100351					PAYROLL CLEARING	1,270.46	
	001-100351					PAYROLL CLEARING		4,829.85
	001-200100					EQTY IN PLD CASH-GENERAL	3,559.39	
	001-213700					WITHHOLDING-FEDERAL	25.57	
	001-213700					WITHHOLDING-FEDERAL		25.57
	001-213900					WITHHOLDING-STATE	89.67	
	001-213900					WITHHOLDING-STATE		89.67
	001-214100					WITHHOLDING-RETIREMENT	713.90	
	001-214100					WITHHOLDING-RETIREMENT		713.90
	001-216700					ACCRUED AND WITHHELD FICA	441.32	
	001-216700					ACCRUED AND WITHHELD FICA		441.32
						FUND TOTAL	6,100.31	6,100.31
010	GENERAL FUND	2019	1	11448	10/25/2018			
	010-110100					EQUITY IN POOLED CASH		3,559.39
	010-311300					EXPENDITURE CONTROL	3,559.39	
						FUND TOTAL	3,559.39	3,559.39

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FUND		DUE TO	DUE FROM
001	POOLED CASH	3,559.39	
010	GENERAL FUND		3,559.39
TOTAL		3,559.39	3,559.39

** END OF REPORT - Generated by Shelia Casey **



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Linda Elias, Comptroller
Administration

Date: 11/01/2018

Subject: Associated Adjusters Check Registers - for workers' comp and general liability claims paid during October, 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: November 1, 2018

Re: Monthly Check Register from Associated Adjusters

Attached are the reports from Associated Adjusters of payments made on Workers' Compensation and General Liability claims for the month of October, to be approved and spread on the minutes of the November 20, 2018, Council meeting.

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

<u>Transaction Type</u>	<u>Check Date</u>	<u>Check Number</u>
Voided	09/13/2018	21923
Voided	09/13/2018	21924
Check	10/01/2018	21992
Check	10/09/2018	21993
Check	10/09/2018	21994
Check	10/09/2018	21995
Check	10/09/2018	21996
Check	10/09/2018	21997
Check	10/09/2018	21998
Check	10/09/2018	21999
Check	10/09/2018	22000
Check	10/09/2018	22001
Check	10/09/2018	22002
Check	10/09/2018	22003
Check	10/09/2018	22004
Check	10/10/2018	22005
Check	10/10/2018	22006
Check	10/10/2018	22007
Check	10/11/2018	22008
Check	10/11/2018	22009
Check	10/11/2018	22010
Check	10/11/2018	22011
Check	10/11/2018	22012
Check	10/11/2018	22013
Check	10/11/2018	22014
Check	10/11/2018	22015
Check	10/11/2018	22016
Check	10/11/2018	22017
Check	10/11/2018	22018
Check	10/11/2018	22019
Check	10/12/2018	22020
Check	10/12/2018	22021
Check	10/16/2018	22022
Check	10/16/2018	22023
Check	10/16/2018	22024
Check	10/18/2018	22025
Check	10/18/2018	22026
Check	10/19/2018	22027
Check	10/19/2018	22028
Check	10/19/2018	22029
Check	10/19/2018	22030
Check	10/19/2018	22031
Check	10/19/2018	22032

Check	10/19/2018	22033
Check	10/19/2018	22034
Check	10/23/2018	22035
Check	10/23/2018	22036
Check	10/23/2018	22037
Check	10/23/2018	22038
Check	10/23/2018	22039
Check	10/23/2018	22040
Check	10/23/2018	22041
Check	10/23/2018	22042
Check	10/23/2018	22043
Check	10/23/2018	22044
Check	10/23/2018	22045
Check	10/23/2018	22046
Check	10/23/2018	22047
Check	10/24/2018	22048
Check	10/25/2018	22049
Check	10/25/2018	22050
Check	10/25/2018	22051
Check	10/25/2018	22052
Check	10/26/2018	22053
Check	10/26/2018	22054
Check	10/26/2018	22055
Check	10/30/2018	22056
Check	10/30/2018	22057
Check	10/30/2018	22058
Check	10/30/2018	22059
Check	10/30/2018	22060
Check	10/30/2018	22061
Check	10/30/2018	22062
Check	10/30/2018	22063
Check	10/30/2018	22064
Check	10/30/2018	22065
Check	10/30/2018	22066

<u>Payee</u>	<u>Approved Amount</u>	<u>Void Date</u>
123456789 / Yelena and Jeremy Williams	\$160.00	10/19/2018
123456789 / Yelena and Jeremy Williams	\$1,268.81	10/19/2018
200445220 / MedSouth Management, Inc.	\$47.00	
010629235 / Community Rehab of Greenville Inc.	\$106.75	
646010232 / Memorial Hospital at Gulfport	\$117.44	
646010232 / Memorial Hospital at Gulfport	\$138.17	
010629235 / Community Rehab of Greenville Inc.	\$152.11	
631225408 / Encore Rehabilitation, Inc.	\$154.55	
631225408 / Encore Rehabilitation, Inc.	\$154.55	
631225408 / Encore Rehabilitation, Inc.	\$173.50	
010629235 / Community Rehab of Greenville Inc.	\$204.12	
646010232 / Memorial Hospital at Gulfport	\$212.28	
646000515 / Singing River Health System	\$218.73	
721372532 / Rehabilitation, Inc.	\$435.00	
587657048 / John Stegall	\$974.08	
300196859 / Advanced Orthopedics PLLC	\$93.79	
631225408 / Encore Rehabilitation, Inc.	\$154.55	
455612819 / Luis Garcia	\$194.82	
640863698 / SMB Radiology, PA	\$97.16	
010629235 / Community Rehab of Greenville Inc.	\$152.11	
640387362 / Beach Pharmacy, Inc.	\$164.68	
640387362 / Beach Pharmacy, Inc.	\$208.61	
640387362 / Beach Pharmacy, Inc.	\$231.23	
640938371 / Cedar Lake Open MRI LLC	\$618.34	
640935301 / Gulf Coast OSC	\$14,907.78	
621770924 / SRPS	\$22.81	
621770924 / SRPS	\$67.06	
621770924 / SRPS	\$141.16	
621770924 / SRPS	\$73.81	
621770924 / SRPS	\$58.15	
300196859 / Advanced Orthopedics PLLC	\$93.79	
640887209 / Physical Therapy Center of Ocean Springs	\$232.30	
202488424 / Medical Analysis LLC	\$55.55	
202488424 / Medical Analysis LLC	\$63.65	
202488424 / Medical Analysis LLC	\$119.20	
640922184 / Bienville Orthopaedic Specialists, LLC	\$89.10	
455612819 / Luis Garcia	\$194.82	
010629235 / Community Rehab of Greenville Inc.	\$147.42	
010629235 / Community Rehab of Greenville Inc.	\$152.11	
010629235 / Community Rehab of Greenville Inc.	\$163.08	
640922184 / Bienville Orthopaedic Specialists, LLC	\$180.39	
010629235 / Community Rehab of Greenville Inc.	\$196.56	
010629235 / Community Rehab of Greenville Inc.	\$204.12	

640854435 / Copeland, Cook, Taylor & Bush, P.A.	\$7,084.25
010661910 / MRO	\$134.63
721381997 / Associated Managed Care	\$3,425.15
721473968 / Ochsner Home Medical Equipment	\$53.66
260503821 / Advanced Pain Institute	\$93.79
640922184 / Bienville Orthopaedic Specialists, LLC	\$131.26
631225408 / Encore Rehabilitation, Inc.	\$154.55
631225408 / Encore Rehabilitation, Inc.	\$154.55
300196859 / Advanced Orthopedics PLLC	\$156.66
640887209 / Physical Therapy Center of Ocean Springs	\$173.50
640887209 / Physical Therapy Center of Ocean Springs	\$173.50
640387362 / Beach Pharmacy, Inc.	\$221.79
245278248 / Linda Allen	\$253.15
300196859 / Advanced Orthopedics PLLC	\$313.44
587657048 / John Stegall	\$974.08
426353826 / Christian Oatis	\$1,911.28
640922184 / Bienville Orthopaedic Specialists, LLC	\$89.10
640922184 / Bienville Orthopaedic Specialists, LLC	\$89.10
640615243 / Gulf Coast Limb & Brace	\$299.84
646010232 / Memorial Hospital	\$1,029.40
640854435 / Copeland, Cook, Taylor & Bush, P.A.	\$150.00
640854435 / Copeland, Cook, Taylor & Bush, P.A.	\$3,240.90
721524535 / Collins and Null Appraisals, Inc.	\$1,266.00
640863698 / SMB Radiology, PA	\$15.88
640863698 / SMB Radiology, PA	\$15.88
646010232 / Memorial Hospital	\$85.72
010629235 / Community Rehab of Greenville Inc.	\$152.11
640887209 / Physical Therapy Center of Ocean Springs	\$173.50
646010232 / Memorial Hospital	\$318.68
646010232 / Memorial Hospital at Gulfport	\$588.83
646010232 / Memorial Hospital	\$724.78
640908665 / RN Resources, Inc.	\$763.56
640908665 / RN Resources, Inc.	\$983.88
640908665 / RN Resources, Inc.	\$1,272.24
	<u><u>(\$47,406.26)</u></u>

8:44 am

Report Criteria: Filter = Checking Account Description = 'City of Gulfport-HB Claims Contingency ' and LOB in (General Liability, Homeowners, Professional, Property, Vehicle/Auto) and Transaction Type in (Check, Voided) and Begin Date = '10/01/2018' and End Date = '10/31/2018' and Branch = 'Associated Adjusters International'

Group 1: Branch is Associated Adjusters International

<u>FH Claim</u>	<u>Issued Date</u>	<u>Payment Type</u>	<u>Payee Name</u>	<u>Check Num</u>	<u>Tran. Type</u>	<u>Tran. Date</u>	<u>Tran. Amount</u>
AAI-0036295	10/19/2018	PD	Yelena and Jeremy Williams	21924	Voided	10/19/2018	\$(1,268.81)
AAI-0036295	10/19/2018	PD	Yelena and Jeremy Williams	21923	Voided	10/19/2018	\$(160.00)
AAI-0035321	10/19/2018	Legal	Copeland, Cook, Taylor & Bush, P.A.	22033	Check	10/19/2018	\$7,084.25
AAI-0033191	10/26/2018	Legal	Copeland, Cook, Taylor & Bush, P.A.	22053	Check	10/26/2018	\$150.00
AAI-0030333	10/26/2018	Legal	Copeland, Cook, Taylor & Bush, P.A.	22054	Check	10/26/2018	\$3,240.90
AAI-0030333	10/26/2018	Legal	Collins and Null Appraisals, Inc.	22055	Check	10/26/2018	\$1,266.00
Associated Adjusters International Totals							\$10,312.34
Grand Total							\$10,312.34



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Legal

Date: 11/02/2018

Subject: Ratification - of donated Easement from Gulfport Redevelopment Commission for 20th Avenue Improvements Project - to be made a part of the minutes.

Recommendation:

SCANNED

This Instrument prepared by
and to be returned to:
 Margaret Murdock, Esq.
 Gulfport Assistant City Attorney
 P. O. Box 1780
 Gulfport, MS 39502-1780
 Tel. (228) 868-5811



J. H. H. H. 1st Judicial District
 Instrument 2018 7480 D - J1
 Filed/Recorded 10/25/2018 10:15 A
 Total Fees \$ 13.00
 9 Pages Recorded

REVIEWED

SIDEWALK EASEMENT

FOR AND IN CONSIDERATION of the sum of TEN and NO/100 Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned **Grantor**,

GULFPORT REDEVELOPMENT COMMISSION,
 An urban renewal agency of the City of Gulfport, Mississippi
 15029 Laurelwood Drive
 Gulfport, Mississippi 39503
 Telephone (601) 985-4475

do hereby convey, sell, assign, release and warrant unto **Grantee**,

CITY OF GULFPORT, MISSISSIPPI,
 a Mississippi Municipal Corporation
 P. O. Box 1780
 Gulfport, MS 39502-1780
 Telephone # (228) 868-5811

An easement for the construction, installation, repair and maintenance of a sidewalk and related structures over and across the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows,

to-wit:

See Exhibit "A" and Exhibit "B" attached.

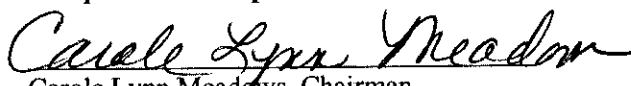
Grantors further grant unto the City of Gulfport and its employees and contractors a Right of Entry on Grantors' remaining and adjacent property for the purpose of construction and maintenance of said route of ingress/egress. Any damage caused to Grantor's remaining and adjacent property as a direct result of the City's use of the Right of Entry will be repaired, as reasonable and possible, to pre-damage condition.

INDEXING INSTRUCTIONS: **Block 184, Original Gulfport, City of Gulfport, First Judicial District, Harrison County, Mississippi**

WITNESS MY signature on this the 11th day of October, 2018.

Grantor:

Gulfport Redevelopment Commission


Carole Lynn Meadows, Chairman

Gulfport Redevelopment Commission

By: _____

Its: _____

Approved by and consented to by
the Ground Lessee of the burdened property:

Coast Transit Authority

By _____
Name: _____
Title: _____

to-wit:

See Exhibit "A" and Exhibit "B" attached.

Grantors further grant unto the City of Gulfport and its employees and contractors a Right of Entry on Grantors' remaining and adjacent property for the purpose of construction and maintenance of said route of ingress/egress. Any damage caused to Grantor's remaining and adjacent property as a direct result of the City's use of the Right of Entry will be repaired, as reasonable and possible, to pre-damage condition.

INDEXING INSTRUCTIONS: **Block 184, Original Gulfport, City of Gulfport, First Judicial District, Harrison County, Mississippi**

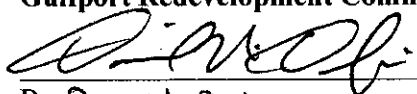
WITNESS MY signature on this the 10th day of October, 2018.

Grantor:

Gulfport Redevelopment Commission

Carole Lynn Meadows, Chairman

Gulfport Redevelopment Commission



By: David Duhe
Its: Commissioner

Approved by and consented to by
the Ground Lessee of the burdened property:

Coast Transit Authority

By: _____
Name: _____
Title: _____

to-wit:

See Exhibit "A" and Exhibit "B" attached.

Grantors further grant unto the City of Gulfport and its employees and contractors a Right of Entry on Grantors' remaining and adjacent property for the purpose of construction and maintenance of said route of ingress/egress. Any damage caused to Grantor's remaining and adjacent property as a direct result of the City's use of the Right of Entry will be repaired, as reasonable and possible, to pre-damage condition.

INDEXING INSTRUCTIONS: Block 184, Original Gulfport, City of Gulfport, First Judicial District, Harrison County, Mississippi

WITNESS MY signature on this the 11th day of October, 2018.

Grantor:

Gulfport Redevelopment Commission

Carole Lynn Meadows, Chairman

Gulfport Redevelopment Commission

By:
Its:

Approved by and consented to by
the Ground Lessee of the burdened property:

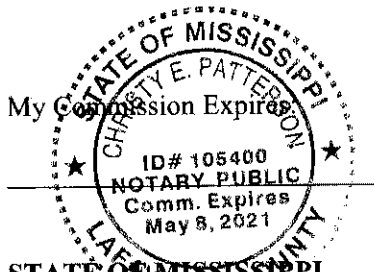
Coast Transit Authority

By Kerwin Caggin
Name: Kerwin Caggin
Title: Executive Director STATE OF MISSISSIPPI

STATE OF MISSISSIPPI
COUNTY OF ~~HARRISON~~ Lafayette

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 11th day of October, 2018, CAROL LYNN MEADOWS, Chairman, Gulfport Redevelopment Commission, who acknowledged to me that she signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as her free and voluntary act and deed after first being duly authorized to do so.

Christy E. Patterson
NOTARY PUBLIC



STATE OF MISSISSIPPI
COUNTY OF HARRISON

(SEAL)

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the _____ day of _____, 2018, _____, Gulfport Redevelopment Commission, who acknowledged to me that she signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as her free and voluntary act and deed after first being duly authorized to do so.

NOTARY PUBLIC

My Commission Expires:

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the _____ day of _____, 2018, KEVIN COGGIN, Executive Director of Coast Transit Authority, who acknowledged to me that he/she signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his/her free and voluntary act and deed after first being duly authorized to do so.

NOTARY PUBLIC

My Commission Expires:

(SEAL)

**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the _____ day of _____, 2018, CAROL LYNN MEADOWS, Chairman, Gulfport Redevelopment Commission, who acknowledged to me that she signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as her free and voluntary act and deed after first being duly authorized to do so.

NOTARY PUBLIC

My Commission Expires:

(SEAL)

**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 10th day of October, 2018, David Duhe, Commissioner, Gulfport Redevelopment Commission, who acknowledged to me that she signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as her free and voluntary act and deed after first being duly authorized to do so.

My Commission Expires:



Susan Kiser
NOTARY PUBLIC

(SEAL)

**STATE OF MISSISSIPPI
COUNTY OF _____**

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the _____ day of _____, 2018, KEVIN COGGIN, Executive Director of Coast Transit Authority, who acknowledged to me that he/she signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his/her free and voluntary act and deed after first being duly authorized to do so.

NOTARY PUBLIC

My Commission Expires:

(SEAL)

COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the _____ day of _____, 2018, CAROL LYNN MEADOWS, Chairman, Gulfport Redevelopment Commission, who acknowledged to me that she signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as her free and voluntary act and deed after first being duly authorized to do so.

NOTARY PUBLIC

My Commission Expires:

(SEAL)

**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the _____ day of _____, 2018, _____, _____, Gulfport Redevelopment Commission, who acknowledged to me that she signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as her free and voluntary act and deed after first being duly authorized to do so.

NOTARY PUBLIC

My Commission Expires:

(SEAL)

**STATE OF MISSISSIPPI
COUNTY OF Harrison**

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 11th day of October, 2018, **KEVIN COGGIN**, Executive Director of Coast Transit Authority, who acknowledged to me that he/she signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his/her free and voluntary act and deed after first being duly authorized to do so.

April W. Everett
NOTARY PUBLIC

My Commission Expires:

2/20/2020

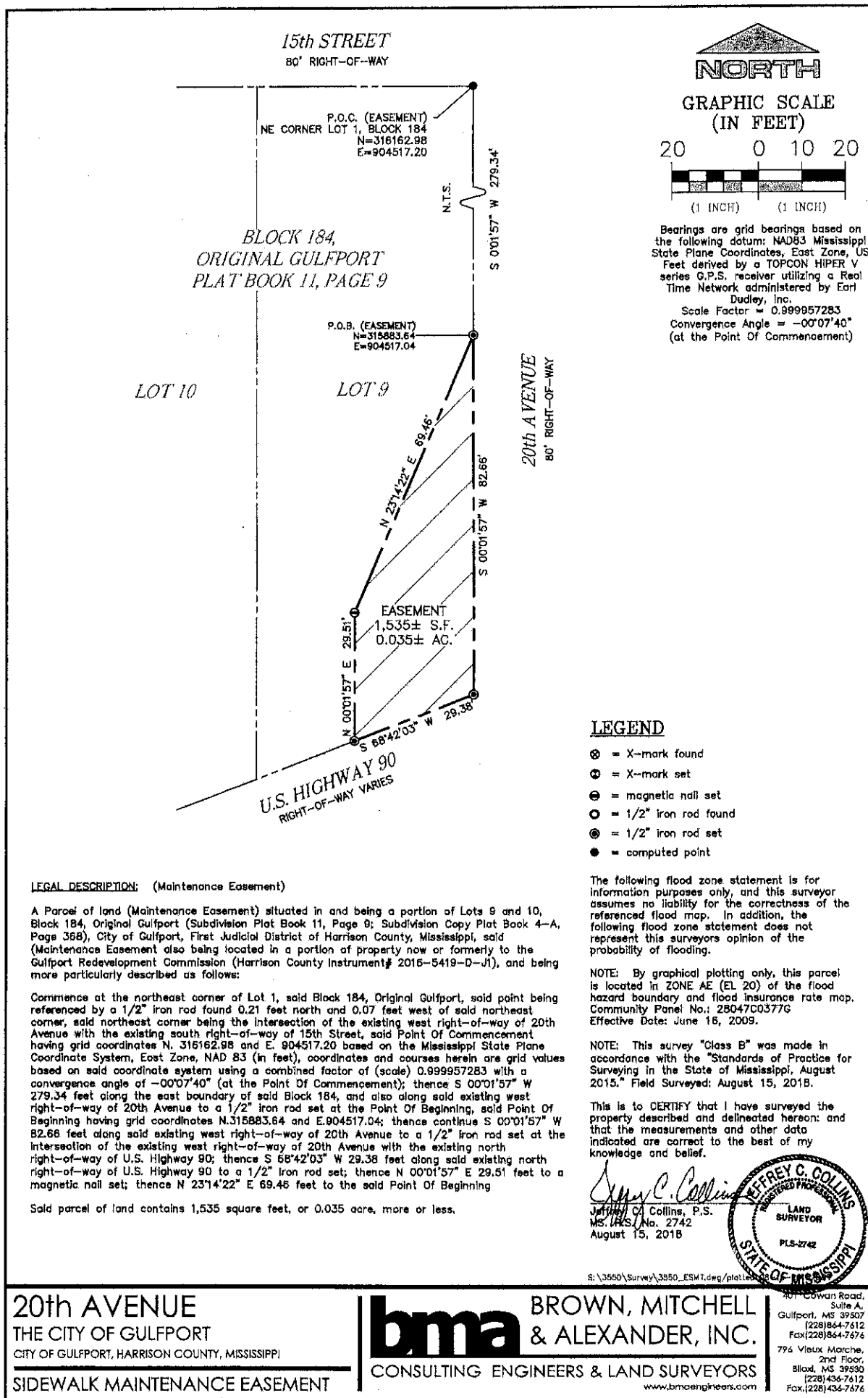
(SEAL)



EXHIBIT "A"**SIDEWALK EASEMENT**

A Parcel of land situated in and being a portion of Lots 9 and 10, Block 184, Original Gulfport (Subdivision Plat Book 11, Page 9; Subdivision Copy Plat Book 4-A, Page 368), City of Gulfport, First Judicial District of Harrison County, Mississippi, said Sidewalk Easement also being located in a portion of property now or formerly to the Gulfport Redevelopment Commission (Harrison County Instrument# 2016-5419-D-J1), and being more particularly described as follows:

Commence at the northeast corner of Lot 1, said Block 184, Original Gulfport, said point being referenced by a 1/2" iron rod found 0.21 feet north and 0.07 feet west of said northeast corner, said northeast corner being the intersection of the existing west right-of-way of 20th Avenue with the existing south right-of-way of 15th Street, said Point Of Commencement having grid coordinates N. 316162.98 and E. 904517.20 based on the Mississippi State Plane Coordinate System, East Zone, NAD 83 (in feet), coordinates and courses herein are grid values based on said coordinate system using a combined factor of (scale) 0.999957283 with a convergence angle of -00°07'40" (at the Point Of Commencement); thence S 00°01'57" W 279.34 feet along the east boundary of said Block 184, and also along said existing west right-of-way of 20th Avenue to a 1/2" iron rod set at the Point Of Beginning, said Point Of Beginning having grid coordinates N.315883.64 and E.904517.04; thence continue S 00°01'57" W 82.66 feet along said existing west right-of-way of 20th Avenue to a 1/2" iron rod set at the intersection of the existing west right-of-way of 20th Avenue with the existing north right-of-way of U.S. Highway 90; thence S 68°42'03" W.29.38 feet along said existing north right-of-way of U.S. Highway 90 to a 1/2" iron rod set; thence N 00°01'57" E 29.51 feet to a magnetic nail set; thence N 23°14'22" E 69.46 feet to the said Point Of Beginning





Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Legal

Date: 11/09/2018

Subject: Ratification - of donated Real Property from Larry and Lois Benefield for Tara Hills Drainage Project - to be made a part of the minutes.

Recommendation:

SCANNED



[Signature] 1st Judicial District
 Instrument 2018 7919 D - J1
 Filed/Recorded 11/ 2/2018 02:00 P
 Total Fees \$ 12.00
 4 Pages Recorded

This Instrument prepared by and to be returned to:

Margaret Murdock, Esq.
 City Attorney's Office
 P.O. Box 1780
 Gulfport, Mississippi 39502
 (228) 868-5811

REVIEWED

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of ONE and NO/100 Dollars (\$1.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned **Grantors**,

C. LARRY AND LOIS B. BENEFIELD

14771 South Countrywood Drive
 Gulfport, Mississippi 39503
 Telephone (228) 861-5193

does hereby sell, convey, and specially warrant unto **Grantee**,

CITY OF GULFPORT, MISSISSIPPI

A Mississippi Municipal Corporation
 2309 15th Street
 Gulfport, Mississippi 39501
 Telephone (228) 868-5811

all of its interest in and to that certain land and property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

See Exhibit "A" attached.

INDEXING INSTRUCTIONS:

NWS ¼ of the NE ¼ of Section 33, Township 6 South, Range 11 West (also part of Tara Hills Subdivision, Phase II, and Tara Hills Subdivision) City of Gulfport, First Judicial District of Harrison County, Mississippi

This conveyance is LESS AND EXCEPT any and all recorded oil, gas, and other mineral rights, reservations, or exceptions of prior owners, and is SUBJECT TO any and all recorded restrictions or covenants affecting said property, and any and all presently existed or recorded easements or right- of-

ways affecting said property. Further, Grantors retain all mineral rights it owns together with the right of ingress and egress to remove the same.

WITNESS MY SIGNATURE on this the 25TH day of OCTOBER, 2018.

C. Larry Benefield
C. LARRY BENEFIELD

Lois B. Benefield
LOIS B. BENEFIELD

**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 25TH day of OCTOBER, 2018, C. LARRY BENEFIELD, who acknowledged to me that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed.

Jodi L. Trosclair
NOTARY PUBLIC

My Commission Expires:

4/4/2019

(SEAL)



**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 25TH day of OCTOBER, 2018, LOIS B. BENEFIELD, who acknowledged to me that she signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as her free and voluntary act and deed.

Jodi L. Trosclair
NOTARY PUBLIC

My Commission Expires:

4/4/2019

(SEAL)



Exhibit "A"

Property Description

PARCEL A:**DESCRIPTION OF Common Area "Tara Hills Subdivision, Phase II" at Plat Book 40, Page 12:**

Commence at the Northeast Corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 33, Township 6 South, Range 11 West, Harrison County, Mississippi and identified on a map or plat entitled "Tara Hills Subdivision, Phase II" and recorded in Plat Book 40, Page 12 in the office of the Harrison County Chancery Clerk, Harrison County, Mississippi;

Thence North 89 Degrees 32 Minutes 21 Seconds West along the north line of NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 33, Township 6 South, Range 11 West, a distance of 470.77 feet to the POINT OF BEGINNING;

Thence South 02 Degrees 21 Minutes 05 Seconds West along the east margin of said recorded subdivision plat entitled "Tara Hills Subdivision, Phase II", Plat Book 40, Page 12, a distance of 435.34 feet to the Southeast Corner of the "Common Area" as per said map or plat entitled "Tara Hills Subdivision, Phase II";

Thence North 87 Degrees 38 Minutes 55 Seconds West along the south margin of said "Common Area" as identified on said "Tara Hills Subdivision, Phase II", Plat Book 40, Page 12, a distance of 217.78 feet to the Southwest Corner of the "Common Area" and also being a point on the east right-of-way of Tara Hills Drive;

Thence North 02 Degrees 21 Minutes 05 Seconds East along the east right-of-way of Tara Hills Drive and also being the west margin of said "Common Area" as shown on said "Tara Hills Subdivision, Phase II", Plat Book 40, Page 12, a distance of 283.66 feet to a point;

Thence along the east right-of-way of Tara Hills Drive and also being along a curve to the right with an arc distance of 153.75 feet, a radius of 275.00 feet and a chord bearing and length of North 18 Degrees 22 Minutes 06 Seconds East, a distance of 151.77 feet to the Northwest Corner of the "Common Area" and also being the southwest corner of Lot 1 as per said map or plat entitled "Tara Hills Subdivision, Phase II";

Thence South 89 Degrees 32 Minutes 20 Seconds West along the north margin of the area identified as the "Common Area" and also along the south margin of Lot 1 and part of Lot 2 as per map or plat entitled "Tara Hills Subdivision, Phase II", Plat Book 40, Page 12, a distance of 176.00 feet to the POINT OF BEGINNING. The property described contains 92,083 Square feet or 2.1 Acres, more or less and is of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 33, Township 6 South, Range 11 West and also being a part of the "Tara Hills Subdivision, Phase II" and located in Harrison County, Mississippi.

PARCEL B:**DESCRIPTION OF Common Area "Tara Hills Subdivision" at Plat Book 39, Page 5:**

Commence at the Northeast Corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 33, Township 6 South, Range 11 West, Harrison County, Mississippi and identified on a map or plat entitled "Tara Hills Subdivision" and recorded in Plat Book 39, Page 5 in the office of the Harrison County Chancery Clerk, Harrison County, Mississippi;

Thence North 89 Degrees 32 Minutes 21 Seconds West along the north line of NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 33, Township 6 South, Range 11 West, a distance of 470.77 feet to a point;

Thence South 02 Degrees 21 Minutes 05 Seconds West, a distance of 435.33 feet to the POINT OF BEGINNING and being the Northeast Corner of the property identified as the "Common Area" on the said recorded subdivision plat "Tara Hills Subdivision", Plat Book 39, Page 5;

Thence South 02 Degrees 21 Minutes 05 Seconds West along the east margin of said recorded subdivision plat entitled "Tara Hills Subdivision", Plat Book 39, Page 5, a distance of 320.00 feet to the Southeast Corner of the "Common Area" and also being the Northeast Corner of Lot 6 as per said map or plat entitled "Tara Hills Subdivision";

Thence North 87 Degrees 38 Minutes 55 Seconds West along the south margin of said "Common Area" and also being the north margin of said Lot 6 as identified on said "Tara Hills Subdivision", Plat Book 39, Page 5, a distance of 217.78 feet to the Southwest Corner of the "Common Area" and also being the Northwest Corner of Lot 6, said point being on the east right-of-way of Tara Hills Drive;

Thence North 02 Degrees 21 Minutes 05 Seconds East along the east right-of-way of Tara Hills Drive and also being the west margin of said "Common Area" as shown on said "Tara Hills Subdivision", Plat Book 39, Page 5, a distance of 320.00 feet to the Northwest Corner of the "Common Area" and also being on the margin of the said map or plat on file entitled "Tara Hills Subdivision";

Thence South 87 Degrees 38 Minutes 55 Seconds East along the north margin of the area identified as the "Common Area" as per map or plat entitled "Tara Hills Subdivision", Plat Book 39, Page 5, a distance of 217.78 feet to the POINT OF BEGINNING. The property described contains 1.6 Acres, more or less and is a part of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 33, Township 6 South, Range 11 West and also being a part of the "Tara Hills Subdivision" and located in Harrison County, Mississippi.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Legal

Date: 11/15/2018

Subject: Ratification - of donated Sidewalk Easement from CFA-NC Townridge Square, LLC, for sidewalk at Chick-fil-A - to be made a part of the minutes.

Recommendation:

The space above is reserved for Recording Data

STATE OF MISSISSIPPI

COUNTY OF HARRISON

SIDEWALK EASEMENT AGREEMENT

THIS SIDEWALK EASEMENT AGREEMENT (this "Sidewalk Easement") is made this 2 day of November, 2018, by and between **CFA-NC TOWNRIDGE SQUARE LLC**, a Georgia limited liability company ("CFA") and **CITY OF GULFPORT, MISSISSIPPI** (the "City")

W I T N E S S E T H:

WHEREAS, CFA is the owner of property situate, lying and being in Harrison County, Mississippi, and described as follows:

See Exhibit "A" (the "Land") with accompanying sketch of description attached hereto and made a part hereof; and

WHEREAS, the City desires a perpetual, non-exclusive easement for public use and other appropriate purposes incidental thereto, in, on, over, under, and across a portion of the Land; and

WHEREAS, CFA is willing to grant a sidewalk easement on a portion of the Land to the City; and

WHEREAS, CFA, at its expense, shall cause a sidewalk to be constructed, maintained, replaced, and repaired on a portion of the Land, which portion is depicted on the attached Exhibit B (the "Easement Area"); and

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations, CFA does hereby grant unto the City, its successors and assigns, subject to the terms hereof, a sidewalk easement for the public use, in perpetuity, in, on, over, under, and across the Easement Area.

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made a part of this Sidewalk Easement.

2. Grant of Easement. CFA hereby grants the City a perpetual, non-exclusive easement in, on, over, under, and across the Easement Area depicted in Exhibit B for a public sidewalk, in perpetuity. This grant of easement shall not be construed as a dedication to the public of the underlying fee simple ownership of the Easement Area.

The rights granted herein shall not be construed to unreasonably interfere with CFA's use of CFA's premises adjacent to the Easement Area so long as CFA's use of such premises does not interfere with the City's use and maintenance of the Easement Area for the purposes set forth herein.

3. Construction and Maintenance of Sidewalk Improvements. At CFA's sole cost and expense, CFA shall construct a sidewalk within the Easement Area pursuant to a site plan approved for the Land. Upon CFA's completion of construction of the sidewalk, the City shall maintain, replace, and repair the sidewalk as necessary.

Upon the City completing construction, maintenance, replacement or repair of the sidewalk, the City shall restore the ground surface and repair any damage to the Easement Area so as to restore Easement Area to a neat and presentable condition. All such restoration shall be completed as soon as reasonably practicable.

CFA hereby grants to the City, its employees, contractors, sub-contractors and agents the right to perform construction, maintenance, replacement and removal of the sidewalk, and the right to have ingress and egress for the purposes expressed above.

4. Benefits and Burdens Run with Land. All provisions of this Sidewalk Easement, including the benefits and burdens, run with the Land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

5. Termination/Relocation. Should the City cease using the Easement Area for a public sidewalk for a period of more than twelve (12) consecutive months, this Sidewalk Easement shall automatically terminate.

6. Miscellaneous. The City shall assume all risk of loss, damage or injury to its property (real or personal) or for any personal injury of third parties arising from any use of the improvements constructed within the Easement Area.

IN WITNESS WHEREOF, the parties have caused this Sidewalk Easement to be executed under seal by their duly authorized representatives as of the day and year first written above.

CFA-NC TOWNRIDGE SQUARE LLC,
a Georgia limited liability company

By: Chick-fil-A, Inc., a Georgia corporation,
its sole member

By: Janet Bridges

Its: VP, Treasury

(CORPORATE SEAL)

STATE OF GEORGIA

COUNTY OF ~~FULTON~~ Coweta

PERSONALLY came and appeared before me, the undersigned authority for said state and county Janet Bridges, who acknowledged that he/she is an officer of CHICK-FIL-A, INC., a Georgia corporation, sole member of CFA-NC Townridge Center LLC, a Georgia limited liability company (the "Company"), and that as an officer of said corporation, sole member of the Company, and as its act and deed, he/she executed the foregoing instrument, after first having been duly authorized by said Company so to do.

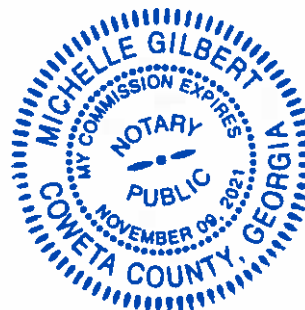
GIVEN under my hand and official seal of office on this the 2 day of November, 2018.

Michelle Gilbert
Notary Public

My commission expires: 11/29/2021

Prepared by and upon recording return to:

Gary D. Knopf, Esq.
Troutman Sanders LLP
Bank of America Plaza
600 Peachtree Street
Suite 5200
Atlanta, Georgia 30308



The foregoing easement is accepted and agreed to by the City of Gulfport, Mississippi,
this _____.

Name: _____
Title: _____

ATTEST:

Name: _____
Title: _____

EXHIBIT "A"

Description of the Land

A parcel of land situated and being located in the Southwest ¼ of Section 9, 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 the intersection of the south line of Section 9, Township 7 South, Range 11 West with the westerly right-of-way of U.S. Highway 49; thence run North 89 degrees 49 minutes 28 seconds West 374.61 feet along the south line of said Section 9; thence run North 19 degrees 14 minutes 09 seconds West 354.37 feet along the easterly right-of-way of Midsouth Railroad Corporation; thence run South 89 degrees 30 minutes 59 seconds East 190.00 feet; thence run South 19 degrees 14 minutes 09 seconds East 158.07 feet; thence run South 89 degrees 38 minutes 43 seconds East 225.10 feet to the westerly right-of-way of U.S. Highway 49; thence run South 07 degrees 30 minutes 47 seconds East 185.08 feet along the westerly right-of-way of U.S. Highway 49 to the Point of Beginning. Containing 100,949 square feet or 2.32 feet.

DESCRIPTION AND DEPICTION OF THE EASEMENT AREA





Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Legal

Date: 11/15/2018

Subject: Ratification - of donated Easement from Chers Patio Gulfport Properties, LLC - to be made a part of the minutes.

Recommendation:

SCANNED



J. Johnson 1st Judicial District
Instrument 2018 6791 D - J1
Filed/Recorded 10/ 4/2018 02:15 P
Total Fees \$ 12.00
3 Pages Recorded

This Instrument prepared by and to be returned to:

Margaret Murdock, Esq.
City Attorney's Office
P.O. Box 1780
Gulfport, Mississippi 39502
(228) 868-5811

REVIEWED

PERPETUAL DRAINAGE EASEMENT

FOR AND IN CONSIDERATION of the sum of ONE and NO/100 Dollars (\$1.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned **Grantor**,

CHERS PATIO GULFPORT PROPERTIES, LLC

100 Titus Boulevard
Hattiesburg, MS
Telephone: (601) 408-9007

do hereby grant, convey, assign, and transfer unto **Grantee**,

CITY OF GULFPORT, MISSISSIPPI

A Mississippi Municipal Corporation
2309 15th Street
Gulfport, Mississippi 39501
Telephone (228) 868-5811

a perpetual easement for construction, installation, operation and maintenance of a drainage system over, across, and under the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

See Exhibit "A" and Exhibit "B" attached.

Grantors further grant unto the City of Gulfport and its employees and contractors a Right of Entry on Grantors' remaining and adjacent property for the purpose of construction and maintenance of said drainage system. Any damage caused to Grantors' remaining and adjacent property as a direct result of the City's use of the Right of Entry will be repaired, as reasonably possible, to pre-damage condition.

2

INDEXING INSTRUCTIONS:

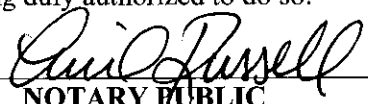
**Block 180, Original Gulfport, , City of Gulfport,
First Judicial District, Harrison County, Mississippi**

WITNESS OUR SIGNATURES on this the 15 day of August, 2018.


**CHARLES RON SAVELL, MANAGER
FOR AND ON BEHALF OF
CHERS PATIO GULFPORT PROPERTIES, LLC**

**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 15 day of August, 2017, CHARLES RON SAVELL, Manager of CHERS Patio Gulfport Properties, LLC, who acknowledged to me that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed after first being duly authorized to do so.


NOTARY PUBLIC

My Commission Expires:

July 10, 2022

(SEAL)



2

Exhibit "A"

Drainage Easement

Begin at the Northwest Corner of Lot 21, Block 180 as per map or plat on file in the office of the Harrison County Chancery Clerk, Harrison County, Mississippi entitled "Original Gulfport" and also located in Section 9, Township 8 South, Range 11 West, Harrison County, Mississippi;

Thence East along the north boundary of Lot 21 and part of Lot 20, Block 180, a distance of 77.0 feet to a found iron rod;

Thence running North across Lots 22 and 23 and a part of Lot 24, Block 180 as per said map or plat entitled "Original Gulfport", a distance of 57.0 feet to a found iron rod;

Thence East, a distance of 5.0 feet to a set iron rod;

Thence South, a distance of 62.0 feet to a set iron rod;

Thence West, a distance of 82.0 feet to a set iron rod on the west boundary of said Lot 21, Block 180 as per said map or plat entitled "Original Gulfport" and also being on the east right-of-way of 24th Avenue;

Thence North along the west boundary of said Lot 21, Block 180 and also the east right-of-way of said 24th Avenue, a distance of 5.0 feet to the Point Of Beginning. The easement area contains 695 Square feet and is a part of Lots 19, 20, 21, 22, 23 and 24, Block 180 as per said map or plat entitled "Original Gulfport" and also a part of Section 9, Township 8 South, Range 11 West, Harrison County, Mississippi.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Legal

Date: 11/02/2018

Subject: Ratification - of acquired easements and deeds for Brickyard Bayou Drainage Improvement Project, Phases 2B and 2C - to be made a part of the minutes.

Recommendation:

SCANNED



[Signature] 1st Judicial District
 Instrument 2017 5578 D - J1
 Filed/Recorded 8/16/2017 11:15 A
 Total Fees \$ 24.00
 5 Pages Recorded

This Instrument prepared by and to be returned to:

Margaret Murdock, Esq., MSB #9824
 City of Gulfport
 P.O. Box 1780
 Gulfport, Mississippi 39502
 (228) 868-5811



PERPETUAL DRAINAGE AND UTILITY EASEMENT

FOR AND IN CONSIDERATION of the sum of NINETEEN THOUSAND, NINE HUNDRED and NO/100 Dollars (\$19,900.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned **Grantors**,

DAVID J. AVRITT and DONALD WILLIAMS

2620 - 25th Avenue
 Gulfport, MS 39501
 Telephone: (228) 575-9550

do hereby grant, convey, assign, and transfer unto **Grantee**,

CITY OF GULFPORT, MISSISSIPPI

A Mississippi Municipal Corporation
 2309 15th Street
 Gulfport, Mississippi 39501
 Telephone (228) 868-5811

a perpetual easement for construction, installation, operation and maintenance of drainage and utility systems over, across, and under the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

See Exhibit "A" and Exhibit "B" attached.

Grantor further grants unto the City of Gulfport and its employees and contractors a Right of Entry on Grantors' remaining and adjacent property for the purpose of construction and maintenance of said drainage and utility systems. Any damage caused to Grantor's remaining and adjacent property or the

✓

easement property as a direct result of the City's use of the Right of Entry will be repaired, as reasonably possible, to, at a minimum, pre-damage condition.

INDEXING INSTRUCTIONS:

**Block 22, ORIGINAL GULFPORT, City of Gulfport,
First Judicial District, Harrison County, Mississippi**

WITNESS MY SIGNATURE on this the 10 day of Aug, 2017.

David J. Avritt
DAVID J. AVRITT

STATE OF Tennessee
COUNTY OF Shelby

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 10 day of August, 2017, **DAVID J. AVRITT**, who acknowledged to me that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed.

Carolina Lawrence
NOTARY PUBLIC

My Commission Expires:

6-26-2019

WITNESS MY SIGNATURE on this the ___ day of _____, 2017

DONALD WILLIAMS

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the ___ day of _____, 2017, **DONALD WILLIAMS**, who acknowledged to me that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed after first being duly authorized to do so.

NOTARY PUBLIC

My Commission Expires:

(SEAL)

easement property as a direct result of the City's use of the Right of Entry will be repaired, as reasonably possible, to, at a minimum, pre-damage condition.

INDEXING INSTRUCTIONS: **Block 22, ORIGINAL GULFPORT**, City of Gulfport,
First Judicial District, Harrison County, Mississippi

WITNESS MY SIGNATURE on this the ____ day of _____, 2017.

DAVID J. AVRITT

STATE OF _____
COUNTY OF _____

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the ____ day of _____, 2017, **DAVID J. AVRITT**, who acknowledged to me that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed.

NOTARY PUBLIC

My Commission Expires:

(SEAL)

WITNESS MY SIGNATURE on this the 9 day of August, 2017.

DONALD WILLIAMS

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 7th day of August, 2017, **DONALD WILLIAMS**, who acknowledged to me that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed after first being duly authorized to do so.

NOTARY PUBLIC

My Commission Expires:

3/9/2021

(SEAL)

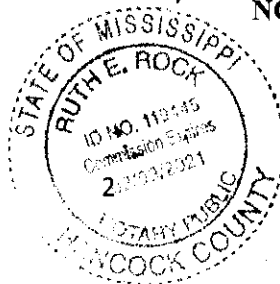


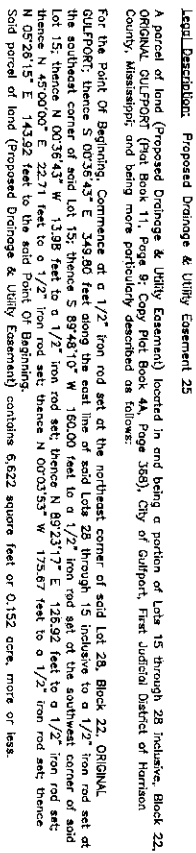
Exhibit "A"

Drainage and Utility Easement

A parcel of land (Proposed Drainage & Utility Easement) located in and being a portion of Lots 15 through 28 inclusive, Block 22, ORIGINAL GULFPORT (Plat Book 11, Page 9; Copy Plat Book 4A, Page 368), City of Gulfport, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

For the Point Of Beginning, Commence at a 1/2" iron rod set at the northeast corner of said Lot 28, Block 22, ORIGINAL GULFPORT; thence S 00°36'43" E 349.80 feet along the east line of said Lots 28 through 15 inclusive to a 1/2" iron rod set at the southeast corner of said Lot 15; thence S 89°48'10" W 160.00 feet to a 1/2" iron rod set at the southwest corner of said Lot 15; thence N 00°36'43" W 13.98 feet to a 1/2" iron rod set; thence N 89°23'17" E 126.92 feet to a 1/2" iron rod set; thence N 45°00'00" E 22.71 feet to a 1/2" iron rod set; thence N 00°03'53" W 175.67 feet to a 1/2" iron rod set; thence N 05°26'15" E 143.92 feet to the said Point Of Beginning.

Said parcel of land (Proposed Drainage & Utility Easement) contains 6,622 square feet or 0.152 acre, more or less.



LEGEND

- = iron pipe found
- = 1/2" iron rod set
- = computed point

401 Cowan Road,
Suite A,
Gulfport, MS 39507
(228)864-7612
Fax(228)864-7676

796 Vieux Marche,
2nd Floor,
Biloxi, MS 39530

B

SCANNED



John 1st Judicial District
 Instrument 2017 3838 D - J1
 Filed/Recorded 6/15/2017 02:30 P
 Total Fees \$ 15.00
 4 Pages Recorded

REVIEWED

This Instrument prepared by and to be returned to:

Margaret Murdock, Esq., MSB #9824

City of Gulfport

P.O. Box 1780

Gulfport, Mississippi 39502

(228) 868-5811

PERPETUAL DRAINAGE AND UTILITY EASEMENT

FOR AND IN CONSIDERATION of the sum of FOURTEEN THOUSAND, FOUR HUNDRED and NO/100 Dollars (\$14,400.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned **Grantor**,

DEAN BROTZMAN

1919 28th Street

Gulfport, MS 39501

Telephone: (228) 323-5081

does hereby grant, convey, assign, and transfer unto **Grantee**,

CITY OF GULFPORT, MISSISSIPPI

A Mississippi Municipal Corporation

2309 15th Street

Gulfport, Mississippi 39501

Telephone (228) 868-5811

a perpetual easement for construction, installation, operation and maintenance of drainage and utility systems over, across, and under the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

See Exhibit "A" and Exhibit "B" attached.

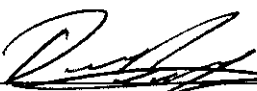
Grantor further grants unto the City of Gulfport and its employees and contractors a Right of Entry on Grantors' remaining and adjacent property for the purpose of construction and maintenance of said drainage and utility systems. Any damage caused to Grantor's remaining and adjacent property or the

easement property as a direct result of the City's use of the Right of Entry will be repaired, as reasonably possible, to, at a minimum, pre-damage condition.

INDEXING INSTRUCTIONS:

Block 7, ARLINGTON HEIGHTS ADDITION,
City of Gulfport, First Judicial District, Harrison County,
Mississippi

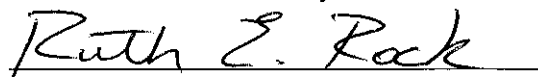
WITNESS OUR SIGNATURES on this the 15th day of June, 2017.



Dean Brotzman

**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 15th day of JUNE, 2017, DEAN BROTZMAN, who acknowledged to me that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed.



NOTARY PUBLIC

My Commission Expires:

3/9/2021

(SEAL)



Exhibit "A"

Drainage and Utility Easement

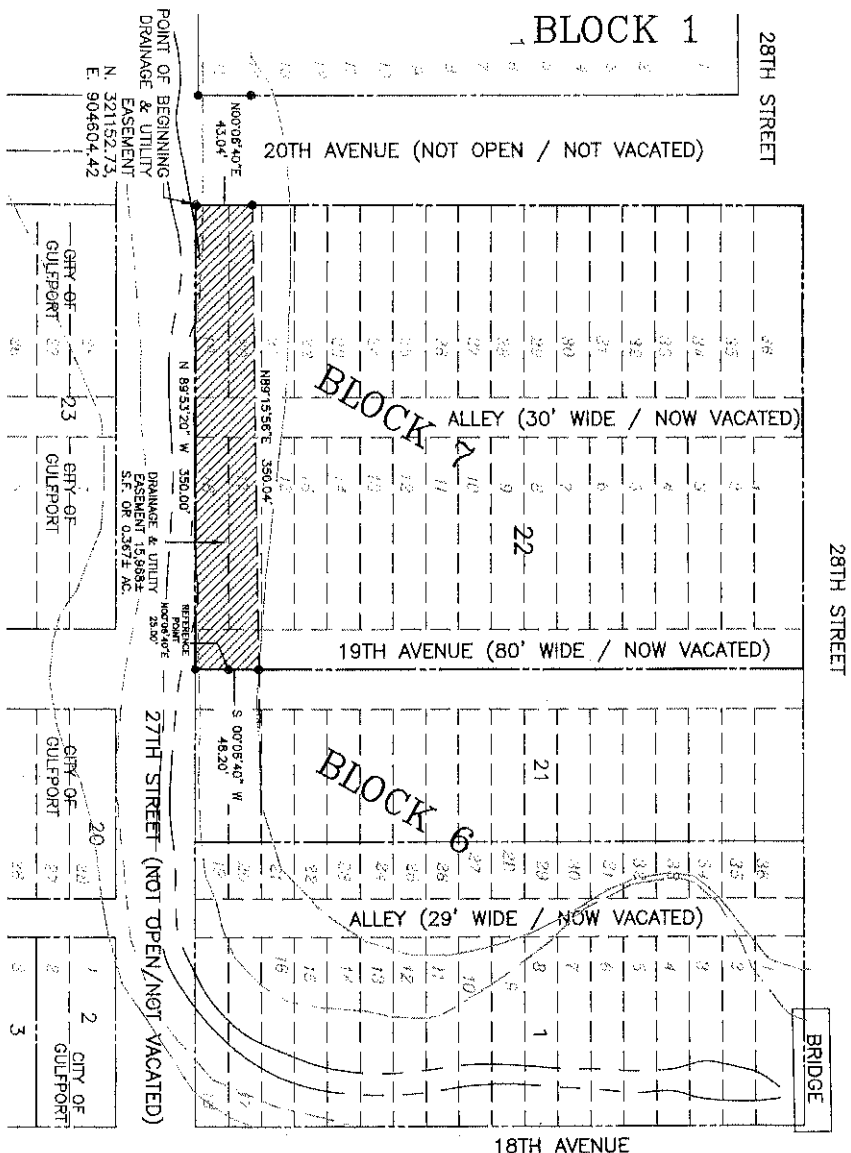
A parcel of land (Drainage & Utility Easement) being all of Lots 18 and 19, Block 7, also being located in and a portion of Lots 17 and 20, Block 7; also being a portion of a vacated alley lying between said Lots 17, 18, 19 and 20, Block 7; also being a portion of the West 1/2 of 19th Avenue (now partly vacated) lying west of and contiguous with said Lots 17 and 18, Block 7, ARLINGTON HEIGHTS ADDITION (Plat Book 3, Page 57); City of Gulfport, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

For the Point Of Beginning, Commence at a 1/2" iron rod set at the southwest corner of said Lot 19, Block 7, ARLINGTON HEIGHTS ADDITION (said Point Of Beginning having grid coordinates N. 321152.73 and E. 904604.42 based on the Mississippi State Plane Coordinate System, East Zone, NAD 83 (in feet), coordinates and courses herein are grid values based on said coordinate system using a combined factor of (scale) 0.999957268 with a convergence angle of -00°07'40" (at the Point Of Beginning); thence N 00°06'40" E 43.04 feet along the west line of said Lots 19 and 20, Block 7, ARLINGTON HEIGHTS ADDITION to a 1/2" iron rod set; thence N 89°15'56" E 350.04 feet to a 1/2" iron rod set on the center of right-of-way for 19th Avenue (now partly vacated); thence S 00°06'40" W 48.20 feet along said center of right-of-way of 19th Avenue (now partly vacated) to a point located on the north right-of-way of 27th Street, said point being referenced by a 1/2" iron rod set N 00°06'40" E 25.00 feet from said point; thence from said point N 89°53'20" W 350.00 feet along the south line of said Lots 18 and 19, Block 7, ARLINGTON HEIGHTS ADDITION and along the north right-of-way of 27th Street to the said Point Of Beginning.

Said parcel of land (Drainage & Utility Easement) contains 15,968 square feet or 0.367 acre, more or less.

7

S:\3302-06-2303-06-11-Bayou\Printed 01-31-17\JMO

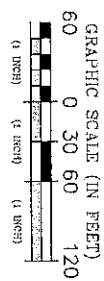
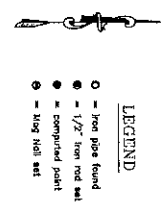


Legal Description: Drainage & Utility Easement 19

A parcel of land (Drainage & Utility Easement) being all of Lots 18 and 19, Block 7, also being located in and a portion of Lots 17 and 20, Block 7, also being a portion of a vacated alley lying between said Lots 17, 18, 19 and 20, Block 7, also being a portion of the West 1/2 of 19th Avenue (now partly vacated) lying west of and contiguous with said Lots 17 and 18, Block 7, ARLINGTON HEIGHTS ADDITION (Plat Book 3, Page 577), City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows:

For the Point Of Beginning, Commence at a 1/2" iron rod set at the southwest corner of said Lot 19, Block 7, ARLINGTON HEIGHTS ADDITION (said Point Of Beginning having grid coordinates N. 321152.73 and E. 904604.42 based on the Mississippi State Plane Coordinate System, East Zone, NAD 83 (in feet), coordinates and courses herein are grid values based on said coordinate system using a combined factor of (scale) 0.999957268 with a convergence angle of -0007.40" (at the Point Of Beginning); thence N 0006.40° E 43.04 feet along the west line of said Lots 19 and 20, Block 7, ARLINGTON HEIGHTS ADDITION to a 1/2" iron rod set; thence N 8915.56° E 350.04 feet to a 1/2" iron rod set on the center-of-way for 19th Avenue (now partly vacated); thence S 0006.40° W 48.20 feet along said center-of-way of right-of-way of 19th Avenue (now partly vacated) to a point located on the north right-of-way of 27th Street, said point being referenced by a 1/2" iron rod set N 0006.40° E 25.00 feet from said point; thence from said point N 8953.20° W 350.00 feet along the south line of said Lots 18 and 19, Block 7, ARLINGTON HEIGHTS ADDITION and along the north right-of-way of 27th Street to the said Point Of Beginning.

Said parcel of land (Drainage & Utility Easement) contains 15,968 square feet or 0.367 acre, more or less.



Beckings for this survey are grid bearings based on the following datum: NAD83 Mississippi State Plane Coordinate System, East Zone, NAD 83 (in feet), coordinates and courses herein are grid values based on said coordinate system using a combined factor of (scale) 0.999957268 with a convergence angle of -0007.40" (at the Point Of Beginning); thence N 0006.40° E 43.04 feet along the west line of said Lots 19 and 20, Block 7, ARLINGTON HEIGHTS ADDITION to a 1/2" iron rod set; thence N 8915.56° E 350.04 feet to a 1/2" iron rod set on the center-of-way for 19th Avenue (now partly vacated); thence S 0006.40° W 48.20 feet along said center-of-way of right-of-way of 19th Avenue (now partly vacated) to a point located on the north right-of-way of 27th Street, said point being referenced by a 1/2" iron rod set N 0006.40° E 25.00 feet from said point; thence from said point N 8953.20° W 350.00 feet along the south line of said Lots 18 and 19, Block 7, ARLINGTON HEIGHTS ADDITION and along the north right-of-way of 27th Street to the said Point Of Beginning.

Subject parcel ownership information:
Dean Brezeman
Overall area: 161840±SF or 3.715±AC
Harrison County Instrument#
2007-6315-D-11
Harrison County Tax parcel#
0811B-06-022.000

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

NOTE: By graphical plotting only, this easement parcel is located in "ZONE: FLOODWAY" and "Zone AE" (EL 13) of the flood hazard boundary and flood insurance rate map.
Community Parcel No: 28047002646
Map revised: June 16, 2009

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

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

John Mark Otto
John Mark Otto, P.S.
MS. P.L.S. No. 02868
January 31, 2017



SHEET
1 OF 1

CAD: DMT/JMO
SURVEYOR: JMO
DATE: 01-31-17
SCALE: SHOWN
BMAP: 3383-06
FILE: 3383-06-E19

BRICKYARD BAYOU
TAX PARCEL #0811B-06-022.000
CITY OF GULFPORT, FIRST JUDICIAL DIST. OF HARRISON CO., MS
DRAINAGE & UTILITY EASEMENT SURVEY (E-19)

bma BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
www.bmaengineers.com

401 Cowan Road, Suite A,
Gulfport, MS 39507
(228)844-7612
Fax:(228)844-7676
796 Vieux Marche,
2nd Floor,
Biloxi, MS 39530
(228)436-7612
Fax:(228)436-7676



**IN THE COUNTY COURT OF HARRISON COUNTY, MISSISSIPPI
[SPECIAL COURT OF EMINENT DOMAIN]
FIRST JUDICIAL DISTRICT**

**THE CITY OF GULFPORT, MISSISSIPPI
A MUNICIPAL CORPORATION**

PLAINTIFF

VS.

CAUSE NO.: D2401-18-00398

**CHASSEUR REALTY INVESTORS –
HARTFORD VIEW, LLC; DONALD G.
OGDEN, AMERICAN COMMERCE
BANK, NA**

DEFENDANTS

**ORDER GRANTING TITLE AND IMMEDIATE
POSSESSION TO PLAINTIFF UNDER
§11-27-85, MISS. CODE ANN., AS AMENDED**

THIS CAUSE came on to be heard on Complaint for Eminent Domain and For Immediate Possession filed by the City of Gulfport, Mississippi, and on Order Appointing Disinterested Appraiser filed on May 18, 2018 according to §11-27-83, Miss. Code Ann. (1991 Supp.), and on Appraisal Report of J. Daniel Schroeder, J. Daniel Schroeder Appraisal Company, Certified General Real Estate Appraiser #GA-150, dated June 13, 2018, evaluated as of March 27, 2018, duly filed herein pursuant to said §11-27-83, and on due notice from the Clerk dated June 15, 2018, of receipt and filing of appraisal given to the parties according to §11-27-85, Miss. Code Ann. (1994 Supp.), and on Motion Ore Tenus of Plaintiff by its Attorney of Record for Order of the Court granting title to the Plaintiff and right to immediate entry to a part of SE1/4 OF SE1/4 OF SEC 34-7-11 (Tax Parcel No. 0810P-02-001.000), for completion of the Brickyard Drainage Improvements Project intended to improve the efficiency of the water flow and curtailing flooding of Brickyard Bayou and adjoining areas; and the Court having carefully considered the premises, finds that said Motion is well taken and should be granted, and further finds and adjudicates, as follows, to-wit:

1. That the Appraisal Report of J. Daniel Schroeder, State Certified General Real Estate Appraiser, M.L. #GA-150, was duly filed herein on or about June 15, 2018, and appears to be proper according to law.

2. The Plaintiff, City of Gulfport, has tendered to the Clerk for deposit the sum of \$7,950.00, which sum is equal to the "total just compensation" reported by the Court appointed independent appraiser and said amount exceeds the amount of compensation and damages stated by the Plaintiff in its Statement of Values filed herein, and the City of Gulfport appears to be eligible for immediate possession under the provisions of §§11-27-81 through 11-27-89, and in its Complaint, Plaintiff made demand for title and immediate possession under the provisions of §11-27-81 and §11-27-85 for the purpose of acquiring property for completion of the Brickyard Bayou Drainage Improvements Project intended to improve the efficiency of the water flow and curtailing flooding of Brickyard Bayou and adjoining areas, and for perpetual drainage easement adjacent thereto for the public convenience and necessity.

3. The Court finds that no person or party, including the Defendants, lawfully occupying the property contained in the drainage and utility easement to be condemned hereunder shall be required to move from a dwelling or to move a business or farm operation as a result of this passing of title to the easements and grant of right of entry; and it is therefore

ORDERED AND ADJUDGED that the City of Gulfport, Mississippi a Municipal Corporation, Plaintiff herein, be, and it is hereby granted title and the right to immediate entry to a part of SE1/4 OF SE1/4 OF SEC 34-7-11 (Tax Parcel No. 0810P-02-001.000) for completion of the Brickyard Bayou Drainage Improvements Project intended to improve the efficiency of the water flow and curtailing flooding of Brickyard Bayou and adjoining areas, under, on and through that certain land and real property situated and being in the City of Gulfport, First

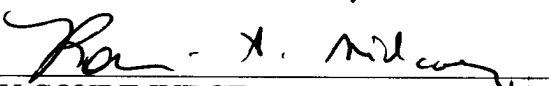
Judicial District of Harrison County, Mississippi, shown on Survey annexed hereto as Exhibit "A" and particularly described on Exhibit "B", annexed hereto and incorporated in this Order; and it is further

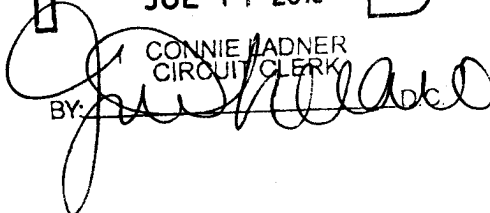
ORDERED AND ADJUDGED that the Defendants, CHASSEUR REALTY INVESTORS – HARTFORD VIEW, LLC; DONALD G. OGDEN, AMERICAN COMMERCE BANK, NA, and any or all of them, be, and they are hereby entitled under §11-27-85(2), to receive the amount paid to the Clerk of \$7,950.00, pursuant to Order of the Court and subject to final adjudication; and it is further

ORDERED AND ADJUDGED that J. Daniel Schroeder be, and he is hereby allowed a reasonable fee for appraisal services of \$1,000.00, the maximum compensation allowable under §11-27-89, Miss. Code Ann. (2000 Supp.), assessed to the Plaintiff; and it is further

ORDERED AND ADJUDGED that the rights of the Plaintiff and the Defendants to a trial by jury, or a bench trial if stipulated, before the Special Court of Eminent Domain to determine the fair market value of just compensation of the property to be condemned and damages, if any to the remainder as provided in §§11-27-1 through 11-27-49, Miss. Code of 1972 Ann., as amended, shall not be hereby prejudiced, and are specifically reserved in favor of the Plaintiff and the Defendant.

ORDERED AND ADJUDGED on this the 11 day of July, 2018.


COUNTY COURT JUDGE [Special Court of Eminent Domain]

FILED
JUL 11 2018
CONNIE MADNER
CLERK
BY: 

Submitted by:

Margaret Murdock, MS Bar #9824
Attorney for Plaintiff, City of Gulfport

Indexing Instructions: SE1/4 OF SE1/4 OF SEC 34-7-11 Harrison County, Mississippi, First
Judicial District (Tax Parcel No. 0810P-02-001.000)

Upon recording by the Chancery Clerk in the land Deed Records, please return to:

Margaret Murdock, Attorney for the City of Gulfport
City Attorney's Office
P. O. Box 158
Gulfport, MS 39502
(228) 868-5811

EXHIBIT "B"

Drainage and Utility Easement 1A

A parcel of land (easement) located in the SE 1/4 of the SE 1/4 of Section 34, 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 northeast corner of Corrected Plat of Gulfport Bayou View West Subdivision, Part One (Subdivision Plat Book 27, Pages 6 & 7), said corner also being the intersection of the south margin of 34th Street with the west margin of 8th Avenue; thence S 00°37'01" E 807.60 feet along the west margin of 8th Avenue, also being along the east line of Corrected Plat of Gulfport Bayou View West Subdivision, Part One and the south projection thereof to the northeast corner of property now or formerly to Chasseur Realty Investors-Hartford View, LLC (Instrument Number 2015-4394-D-J1), said corner also being the northeast corner of an easement to the City of Gulfport as recorded in Warranty Deed Book 646, Page 173; thence S 00°36'55" E 32.23 feet along the west margin of 8th Avenue to an "X" mark set in concrete at the Point Of Beginning (having grid coordinates N. 322369.70 and E. 909807.25 based on the Mississippi State Plane Coordinate System, East Zone, NAD 83 (in feet), coordinates and courses herein are grid values based on said coordinate system using a combined factor of (scale) 0.999956349 with a convergence angle of -00°07'10" (at the Point Of Beginning), said point also being the southeast corner of a Permanent Drainage Easement as recorded in Warranty Deed Book 1622, Pages 292-295 inclusive; thence continue S 00°36'55" E 48.19 feet along the west margin of 8th Avenue to a Mag Nail set in asphalt; thence S 78°32'45" W 108.95 feet to a 1/2" iron rod set; thence N 11°16'06" W 24.63 feet to a 1/2" iron rod set; thence S 72°04'59" W 330.38 feet to a 1/2" iron rod set; thence S 78°37'25" W 89.13 feet to a 1/2" iron rod set; thence N 56°13'47" W 4.21 feet to a 1/2" iron rod set; thence S 33°52'41" W 14.10 feet to a 1/2" iron rod set; thence S 72°03'06" W 550.85 feet to a 1/2" iron rod set; thence S 18°02'33" E 26.97 feet to a 1/2" iron rod set; thence S 71°57'27" W 43.13 feet to a 1/2" iron rod set; thence S 00°48'21" W 95.63 feet to a 1/2" iron rod set on the south line of property now or formerly claimed by Chasseur Realty Investors-Hartford View, LLC; thence N 89°40'00" W 60.00 feet to a 1/2" iron rod set on the east line of property now or formerly to CYPRESS LANE APARTMENTS LIMITED PARTNERSHIP (Warranty Deed Book 1204, Pages 215-217); thence N 00°48'21" E 115.52 feet along said east line of property now or formerly to CYPRESS LANE APARTMENTS LIMITED PARTNERSHIP to a 1/2" iron rod set on the south line of an easement to the City of Gulfport (W.D. Book 646, Page 173); thence N 72°04'59" E 1158.67 feet along said south line of an easement to the City of Gulfport (W.D. Book 646, Page 173) to a 1/2" iron rod set on the west line of said Permanent Drainage Easement to the City of Gulfport (W.D. Book 1622, Pages 292-295); thence S 00°36'55" E 5.99 feet to a 1/2" iron rod set at the southwest corner of said Permanent Drainage Easement to the City of Gulfport (W.D. Book 1622, Pages 292-295); thence N 72°04'59" E 40.00 feet along the south line of said Permanent Drainage Easement to the City of Gulfport (W.D. Book 1622, Pages 292-295) to the said Point Of Beginning.

Said parcel of land (easement) contains 25,599 square feet or 0.588 acre, more or less.

AND

Drainage & Utility Easement 1B

A parcel of land (easement) located in the SE 1/4 of the SE 1/4 of Section 34, 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 northeast corner of Corrected Plat of Gulfport Bayou View West Subdivision, Part One (Subdivision Plat Book 27, Pages 6 & 7), said corner also being the intersection of the south margin of 34th Street with the west margin of 8th Avenue; thence S 00°37'01" E 807.60 feet along the west margin of 8th Avenue, also being along the east line of Corrected Plat of Gulfport Bayou View West Subdivision, Part One and the south projection thereof to the northeast corner of property now or formerly to Chasseur Realty Investors-Hartford View, LLC (Instrument Number 2015-4394-D-J1), said corner also being the northeast corner of an easement to the City of Gulfport as recorded in Warranty Deed Book 646, Page 173; thence continue S 00°36'55" E 32.23 feet along the west margin of 8th Avenue to an 'X' mark set in concrete at the southeast corner of a Permanent Drainage Easement as recorded in Warranty Deed Book 1622, Pages 292-295 inclusive; thence S 72°04'59" W 40.00 feet to a 1/2" iron rod set at the southwest corner of said Permanent Drainage Easement to the City of Gulfport (W.D. Book 1622, Pages 292-295); thence N 00°36'55" W 5.99 feet along the west line of said Permanent Drainage Easement to the City of Gulfport (W.D. Book 1622, Pages 292-295) to a 1/2" iron rod set on the south line of said easement to the City of Gulfport (W.D. Book 646, Page 173); thence S 72°04'59" W 1158.67 feet along said south line an easement to the City of Gulfport (W.D. Book 646, Page 173) to a 1/2" iron rod set on the east line of property now or formerly to CYPRESS LANE APARTMENTS LIMITED PARTNERSHIP (Warranty Deed Book 1204, Pages 215-217); thence N 00°48'21" E 6.07 feet to a 1/2" iron rod set the northeast corner of said property now or formerly to CYPRESS LANE APARTMENTS LIMITED PARTNERSHIP; thence S 70°36'12" W 222.64 feet along the north line of said property now or formerly to CYPRESS LANE APARTMENTS LIMITED PARTNERSHIP to a 1/2" iron rod set on the south line of said easement to the City of Gulfport (W.D. Book 646, Page 173), said point also being the Point Of Beginning (having grid coordinates N. 322939.07 and E. 908456.73 based on the Mississippi State Plane Coordinate System, East Zone, NAD 83 (in feet), coordinates and courses herein are grid values based on said coordinate system using a combined factor of (scale) 0.999956582 with a convergence angle of -00°07'18" (at the Point Of Beginning); thence continue S 70°36'12" W 67.70 feet along said north property line to a 1/2" iron rod found at the northwest corner of property now or formerly to CYPRESS LANE APARTMENTS LIMITED PARTNERSHIP; thence N 00°52'19" E 1.85 feet to a 1/2" iron rod set on the south line of said easement to the City of Gulfport (W.D. Book 646, Page 173); thence N 72°04'59" E 67.08 feet along said south line of an easement to the City of Gulfport (W.D. Book 646, Page 173) to the said Point Of Beginning.

Said parcel of land (easement) contains 59 square feet or 0.001 acre, more or less.

SCANNED



[Signature] 1st Judicial District
 Instrument 2017 7212 D - J1
 Filed/Recorded 10/ 5/2017 11:15 A
 Total Fees \$ 12.00
 6 Pages Recorded

This Instrument prepared by and to be returned to:

Margaret Murdock, Esq., MSB #9824
 City of Gulfport
 P.O. Box 1780
 Gulfport, Mississippi 39502
 (228) 868-5811



PERPETUAL DRAINAGE AND UTILITY EASEMENT

FOR AND IN CONSIDERATION of the sum of FOUR THOUSAND, THREE HUNDRED and NO/100 Dollars (\$4,300.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned **Grantors**,

JOYCE H. DOLEAC, LIFE ESTATE
DEBRA SUE CLARK
TAMI DENISE YOUNG
 4033 Southern Oaks Drive
 Gulfport, MS 39507
 Telephone: (228) 863-1671

do hereby grant, convey, assign, and transfer unto **Grantee**,

CITY OF GULFPORT, MISSISSIPPI
 A Mississippi Municipal Corporation
 2309 15th Street
 Gulfport, Mississippi 39501
 Telephone (228) 868-5811

a perpetual easement for construction, installation, operation and maintenance of drainage and utility systems over, across, and under the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

See Exhibit "A" and Exhibit "B" attached.



Grantors further grant unto the City of Gulfport and its employees and contractors a Right of Entry on Grantors' remaining and adjacent property for the purpose of construction and maintenance of said drainage and utility systems. Any damage caused to Grantors' remaining and adjacent property or the easement property as a direct result of the City's use of the Right of Entry will be repaired, as reasonably possible, to, at a minimum, pre-damage condition.

INDEXING INSTRUCTIONS:

SW ¼ of the SE ¼ of Section 34 T7S, R11W City of Gulfport,
First Judicial District, Harrison County, Mississippi

WITNESS OUR SIGNATURES on this the 14th day of September, 2017.

Joyce H. Doleac
JOYCE H. DOLEAC

**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

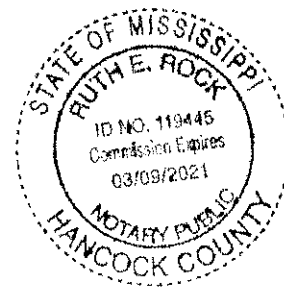
PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 19th day of September, 2017, JOYCE H. DOLEAC, who acknowledged to me that she signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as her free and voluntary act and deed.

Ruth E. Rock
NOTARY PUBLIC

My Commission Expires:

3/9/2021

(SEAL)



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Debra Sue Clark
DEBRA SUE CLARK

STATE OF Florida
COUNTY OF Escambia

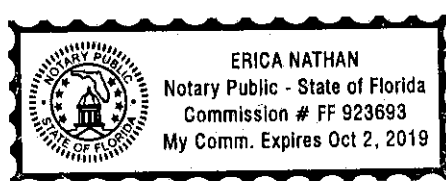
PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 18 day of Sept, 2017, DEBRA SUE CLARK, who acknowledged to me that she signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as her free and voluntary act and deed.

[Signature]
NOTARY PUBLIC

My Commission Expires:

10/2/19

(SEAL)



[REST OF PAGE LEFT BLANK INTENTIONALLY.]

Tami Denise Young
TAMI DENISE YOUNG

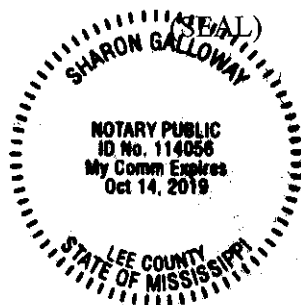
**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 25th day of September, 2017, TAMI DENISE YOUNG, who acknowledged to me that she signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as her free and voluntary act and deed.

Sharon Galloway
NOTARY PUBLIC

My Commission Expires:

Oct. 14, 2019



[REST OF PAGE LEFT BLANK INTENTIONALLY.]

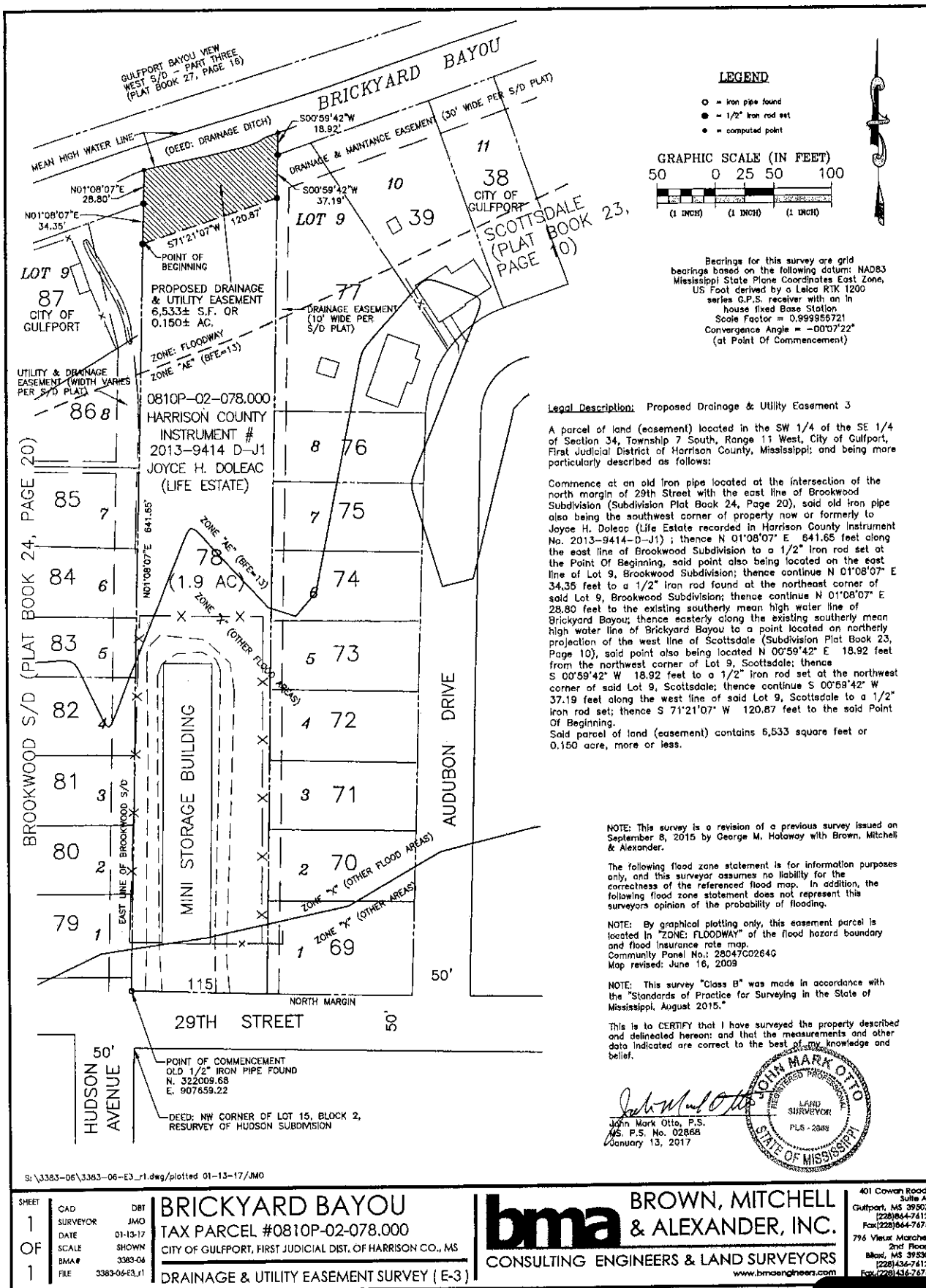
Exhibit "A"

Drainage and Utility Easement

A parcel of land (easement) located in the SW 1/4 of the SE 1/4 of Section 34, 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 an old iron pipe located at the intersection of the north margin of 29th Street with the east line of Brookwood Subdivision (Subdivision Plat Book 24, Page 20), said old iron pipe also being the southwest corner of property now or formerly to Joyce H. Doleac (Life Estate recorded in Harrison County Instrument No. 2013-9414-D-J1); thence N 01°08'07" E 641.65 feet along the east line of Brookwood Subdivision to a 1/2" iron rod set at the Point Of Beginning, said point also being located on the east line of Lot 9, Brookwood Subdivision; thence continue N 01°08'07" E 34.35 feet to a 1/2" iron rod found at the northeast corner of said Lot 9, Brookwood Subdivision; thence continue N 01°08'07" E 28.80 feet to the existing southerly mean high water line of Brickyard Bayou; thence easterly along the existing southerly mean high water line of Brickyard Bayou to a point located on northerly projection of the west line of Scottsdale (Subdivision Plat Book 23, Page 10), said point also being located N 00°59'42" E 18.92 feet from the northwest corner of Lot 9, Scottsdale; thence S 00°59'42" W 18.92 feet to a 1/2" iron rod set at the northwest corner of said Lot 9, Scottsdale; thence continue S 00°59'42" W 37.19 feet along the west line of said Lot 9, Scottsdale to a 1/2" iron rod set; thence S 71°21'07" W 120.87 feet to the said Point Of Beginning.

Said parcel of land (easement) contains 6,533 square feet or 0.150 acre, more or less.



SCANNED



J. Henderson 1st Judicial District
 Instrument 2018 2693 D -J1
 Filed/Recorded 5/ 2/2018 02:22 P
 Total Fees \$ 17.00
 9 Pages Recorded

This Instrument prepared by and to be returned to:

Margaret Murdock, Esq., MSB #9824
 City of Gulfport
 P.O. Box 1780
 Gulfport, Mississippi 39502
 (228) 868-5811



PERPETUAL DRAINAGE AND UTILITY EASEMENT

FOR AND IN CONSIDERATION of the sum of FIFTEEN THOUSAND and NO/100 Dollars (\$15,000.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned **Grantor**,

THE ENTRUST GROUP, INC. FBO NELLIE MCGARRY IRA #50-01366, AS TO AN UNDIVIDED 50% INTEREST, AND THE ENTRUST GROUP, INC. FBO CONRAD FOURNIER IRA 50-01101, AS TO AN UNDIVIDED 50% INTEREST

1590 West 16th Street
 Merced, California 95340
 Telephone: 510-587-0950 x229

does hereby grant, convey, assign, and transfer unto **Grantee**,

CITY OF GULFPORT, MISSISSIPPI

A Mississippi Municipal Corporation
 2309 15th Street
 Gulfport, Mississippi 39501
 Telephone (228) 868-5811

a perpetual easement for construction, installation, operation and maintenance of drainage and utility systems over, across, and under the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

See Exhibit "A" and Exhibit "B" attached.

Grantor further grants unto the City of Gulfport and its employees and contractors a Right of Entry on Grantors' remaining and adjacent property for the purpose of construction and maintenance of said drainage and utility systems. Any damage caused to Grantor's remaining and adjacent property as a direct result of the City's use of the Right of Entry will be repaired, as reasonably possible, to pre-damage condition.

INDEXING INSTRUCTIONS:

**Blocks 14, 15 and 19, STANDARD LAND COMPANY
ADDITION, City of Gulfport, First Judicial District, Harrison
County, Mississippi**

WITNESS OUR SIGNATURES on this the 19 day of April, **THE ENTRUST GROUP, INC.**, 2018.



BY: GAIL LIEBERMAN

ITS: AUTHORIZED SIGNER

FOR AND ON BEHALF OF THE ENTRUST GROUP, INC.

The Entrust Group Inc. FBO Nellie McGarry in 50-01366 as to an undivided 50% interest AND The Entrust Group Inc. FBO Conrad Fournier
APPROVED: Ira 50-01101 as to an undivided 50% interest

see attached

NELLIE MCGARRY



CONRAD FOURNIER

2253

Grantor further grants unto the City of Gulfport and its employees and contractors a Right of Entry on Grantors' remaining and adjacent property for the purpose of construction and maintenance of said drainage and utility systems. Any damage caused to Grantor's remaining and adjacent property as a direct result of the City's use of the Right of Entry will be repaired, as reasonably possible, to pre-damage condition.

INDEXING INSTRUCTIONS:

**Blocks 14, 15 and 19, STANDARD LAND COMPANY
ADDITION, City of Gulfport, First Judicial District, Harrison
County, Mississippi**

WITNESS OUR SIGNATURES, on this the 27 day of March, 2018.

GL

THE ENTRUST GROUP, INC.

BY: GAIL LIDDERMAN

ITS: AUTHORIZED SIGNER

FOR AND ON BEHALF OF THE ENTRUST GROUP, INC.

The Entrust Group Inc. FBO Nellie McGarry wa 50-01366 as to an undivided 50% interest

APPROVED:

Nellie McGarry

NELLIE MCGARRY

CONRAD FOURNIER

14

**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the _____ day of _____, 2018, _____ of The Entrust Group, LLC, for and on behalf of The Entrust Group, LLC, who acknowledged to me that he/she signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his/her free and voluntary act and deed after first being duly authorized to do so.

See Attached
NOTARY PUBLIC

My Commission Expires:

(SEAL)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

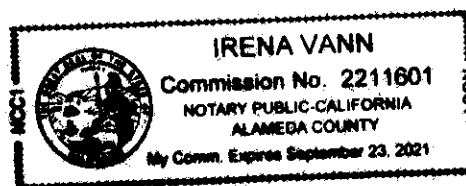
State of California)

County of Alameda)

On April 19, 2018 before me, Irena Vann a Notary Public,
personally appeared Gail Lieberman,
who proved to me on the basis of satisfactory evidence to be the person(s)
whose name(s) ~~is~~^{are} subscribed to the within instrument and
acknowledged to me that ~~he~~^{she}/~~they~~ executed the same in ~~his~~^{her}/~~their~~
authorized capacity(~~ies~~), and that by ~~his~~^{her}/~~their~~ signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of
California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



SIGNATURE *Gail Lieberman* (Seal)

Description of the attached document:

Perpetual Drainage and Utility Easement

6

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

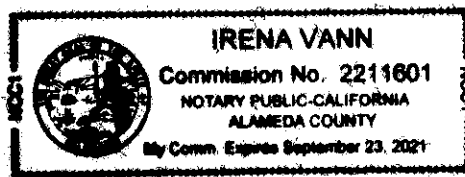
County of Alameda)

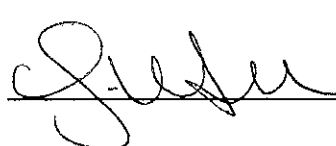
On April 19, 2018 before me, Irena Vann a Notary Public,
personally appeared Gail Lieberman,

who proved to me on the basis of satisfactory evidence to be the person(s)
whose name(s) ~~is/are~~ subscribed to the within instrument and
acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~
authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of
California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



SIGNATURE  (Seal)

Description of the attached document:

Perpetual Drainage and Utility Easement

4 7

Exhibit "A"

Drainage and Utility Easement

Drainage and Utility Easement "A"

A parcel of land (easement) located in and being a portion of Lots 5 and 6, and a portion of the south 1/2 of vacated 29th Street immediately north of and adjacent to Lots 5 and 6, Block 19, STANDARD LAND COMPANY ADDITION (Subdivision Plat Book 2, Page 14); City of Gulfport, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

Commence at a 5/8" iron rod found at the southwest corner of Lot 21, Block 19, said STANDARD LAND COMPANY ADDITION; thence N 00°08'06" W 203.76 feet to an iron pipe found at the southwest corner of the property now or formerly to Glassea Properties, LLC, a Mississippi Limited Liability Company, (here after Glassea) (Inst #2012-8065-D-J1); thence N 00°20'09" W 140.69 feet along the west line of said property now or formerly to Glassea to a Computed Point at the Point Of Beginning, (said Point Of Beginning having grid coordinates N. 322004.93 and E. 905492.38 based on the Mississippi State Plane Coordinate System, East Zone, NAD 83 (in feet), coordinates and courses herein are grid values based on said coordinate system using a combined factor of (scale) 0.999957106 with a convergence angle of -00°07'35" (at the Point Of Beginning) and being referenced by a 1/2" iron rod found N 00°20'09" W 26.13 feet from said Point Of Beginning; thence southerly and southwesterly along the northerly mean high water line of Brickyard Bayou to a point; thence North 35.37 feet to a 1/2" iron rod set on a portion of the southeasterly margin of an ingress/egress easement; thence N 46°17'40" E 46.80 feet along said portion of the southeasterly margin of an ingress/egress easement to a 1/2" iron rod set; thence N 72°02'38" E 18.22 feet to a 1/2" iron rod set on said west line of property now or formerly to Glassea; thence S 00°20'09" E 48.74 feet along said west line of property now or formerly to Glassea to the said Point Of Beginning
Said parcel of land (easement) contains 2,347 square feet or 0.054 acre, more or less

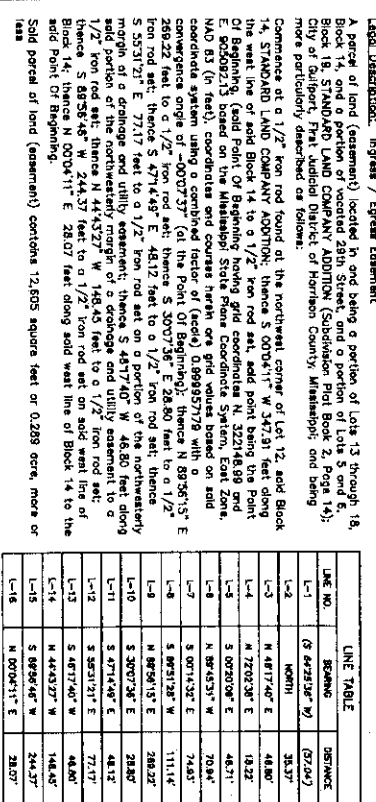
Drainage and Utility Easement B:

A parcel of land (easement) located in and being a portion of Lots 23 and 24, and a portion of the north 1/2 of vacated 29th Street immediately south of and adjacent to Lots 23 and 24, Block 14, and a portion of vacated 17th Avenue, and a portion of Lots 13 and 14, Block 15, STANDARD LAND COMPANY ADDITION (Subdivision Plat Book 2, Page 14); City of Gulfport, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

Commence at a 5/8" iron rod found at the southwest corner of Lot 21, Block 19, said STANDARD LAND COMPANY ADDITION; thence N 00°08'06" W 203.76 feet to an iron pipe found at the southwest corner of the property now or formerly to Glassea Properties, LLC, a Mississippi Limited Liability Company (here after Glassea), (Inst #2012-8065-D-J1); thence S 89°45'31" E 99.99 feet along the south line of said property now or formerly to Glassea to a 1/2" iron rod found at the southeast corner of the property now or formerly to Glassea; thence

N 00°20'09" W 200.00 feet to a 1/2" iron rod set at the northeast corner of said property now or formerly to Glassea, said point being the Point Of Beginning, (said Point Of Beginning having grid coordinates N. 905592.03 and E. 322063.82 based on the Mississippi State Plane Coordinate System, East Zone, NAD 83 (in feet), coordinates and courses herein are grid values based on said coordinate system using a combined factor of (scale) 0.999957088 with a convergence angle of -00°07'34" (at the Point Of Beginning); thence N 89°45'31" W 70.94 feet along the north line of said property now or formerly to Glassea to a 1/2" iron rod set; thence N 69°58'17" E 374.86 feet to a 1/2" iron rod set on the east line of said Lot 14, Block 14, STANDARD LAND COMPANY ADDITION; thence S 00°14'32" E 74.93 feet along said east line of Lot 14, Block 14, STANDARD LAND COMPANY ADDITION to a point on the northerly mean high water line of Brickyard Bayou; thence southwesterly along the northerly mean high water line of Brickyard Bayou to a point located on the north boundary of property now or formerly to Larry L. Wilson and Patricia K. Wilson (here after Wilson) (Deed Book 1661, Page 458); thence S 89°51'28" W 111.14 feet along said north boundary of property now or formerly to Wilson to the said Point Of Beginning.

Said parcel of land (easement) contains 18,112 square feet or 0.415 acre, more or less



LINE TABLE	
LINE NO.	DISTANCE
L-1	(3 443308 Y) (37334)
L-2	NORTH 35.37
L-3	N 1817+60° E 48.80
L-4	N 7202+38° E 18.22
L-5	S 0702+08° E 48.71
L-6	N 5945+31° W 70.84
L-7	S 0014+32° E 74.65
L-8	S 0913+38° W 111.45
L-9	N 8804+15° E 28.02
L-10	S 3007+28° E 28.85
L-11	S 4714+08° E 44.32
L-12	S 3821+31° E 77.17
L-13	S 4671+07° W 48.00
L-14	N 4433+37° W 148.45
L-15	S 0836+04° W 244.37
L-16	N 0004+11° E 28.07

S:\3383-06\3383-06-FIG.dwg/plotted 05.31.17/DAT

[illegible]

Subject: parcel ownership information:
The Entrust Group, Inc.
Parcel ID# 412,082256* or 4,734,44C
Parcel ID# 201,4508-0-11
Harrison County, MS parcel DB1100-02-012,000

The following flood zone statement is for information purposes only, and this surveyor assumes no liability for the correctness of statement does not represent this surveyor's opinion of the probability of flooding.

NOTE: By granting platting any, this easement parcel is located in the Flood X (SEV) 720M, FLOODWAY and "Zone AE" (EL. 13) of the Flood hazard boundary and flood insurance rate map.
Community Panel No.: 2804702045C
Effective Date: June 19, 2008

NOTE: This survey "Close of" was made in accordance with the "Standards of Practices for Surveying in the State of Mississippi, August 2013."

This is to CERTIFY that I have surveyed the property described and indicated on this plat, and that the same is true and correct and is indicated are correct to the best of my knowledge and belief.

John Mark Otto
JOHN MARK OTTO
REGISTERED
LAND
SURVEYOR
MISSISSIPPI

John Mark Otto, P.E.
Box 1000, Otis, P.S.

MS. P.S. No. 0286d
May 31, 2017

PLS - 2004

11

SHEET	CAD	DBT
1	SURVEYOR	JMO
OF	DATE	05.31.2017
1	SCALE	SHOWN
	BNA#	3383-06
	FILE	3383-06-E14

BRICKYARD BAYOU
TAX PARCEL #08100-02-012.000
CITY OF GULFPORT, FIRST JUDICIAL DIST. OF HARRISON CO., MS
DRAINAGE & UTILITY EASEMENT SURVEY (E-16)

bma BROWN, MITCHELL
& ALEXANDER, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
www.bmaengineers.com

401 Cowan Road
Suite A
Gulfport, MS 39507
(228) 864-7612
Fax (228) 864-7676

796 Vieux Marche,
2nd Floor,
Biloxi, MS 39530
(228) 436-7612
Fax (228) 436-7676

EXHIBIT

B

SCANNED



J. J. J. 1st Judicial District
Instrument 2018 2336 D - J1
Filed/Recorded 4/18/2018 03:40 P
Total Fees \$ 38.00
5 Pages Recorded

This Instrument prepared by and to be returned to:

Margaret Murdock, Esq., MSB #9824
City of Gulfport
P.O. Box 1780
Gulfport, Mississippi 39502
(228) 868-5811

REVIEWED

PERPETUAL DRAINAGE AND UTILITY EASEMENT

FOR AND IN CONSIDERATION of the sum of EIGHTEEN THOUSAND, FIVE HUNDRED and NO/100 Dollars (\$18,500.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned **Grantor**,

FAITH MISSIONARY BAPTIST CHURCH, INC.

3050 19th Avenue
Gulfport, MS 39501
Telephone: (228) 868-0059

does hereby grant, convey, assign, and transfer unto **Grantee**,

CITY OF GULFPORT, MISSISSIPPI

A Mississippi Municipal Corporation
2309 15th Street
Gulfport, Mississippi 39501
Telephone (228) 868-5811

a perpetual easement for construction, installation, operation and maintenance of drainage and utility systems over, across, and under the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

See Exhibit "A" and Exhibit "B" attached.

Grantor further grants unto the City of Gulfport and its employees and contractors a Right of Entry on Grantors' remaining and adjacent property for the purpose of construction and maintenance of said drainage and utility systems. Any damage caused to Grantor's remaining and adjacent property as a direct

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result of the City's use of the Right of Entry will be repaired, as reasonably possible, to pre-damage condition.

INDEXING INSTRUCTIONS:

**Blocks 1, 15, and 16, STANDARD LAND COMPANY
ADDITION, City of Gulfport, First Judicial District, Harrison
County, Mississippi**

WITNESS OUR SIGNATURES on this the 15th day of April, 2018.

Rev. John W. Davis, Jr. / Pastor/President of Faith Missionary Baptist Church, Inc.
REV. JOHN DAVIS, JR., Pastor/President of Faith Missionary Baptist Church, Inc.
For and on behalf of Faith Missionary Baptist Church, Inc.

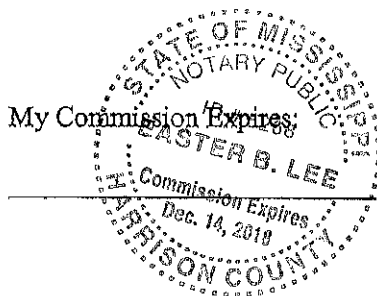
ATTEST:

C. Ann Gilner
C. ANN GILNER, Secretary
Faith Missionary Baptist Church, Inc.

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STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 15th day of April, 2018, REV. JOHN DAVIS, JR., Pastor/President for and on behalf of Faith Missionary Baptist Church, Inc., who acknowledged to me that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed after first being duly authorized to do so.



Easter B. Lee
NOTARY PUBLIC

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 15th day of April, 2018, C. ANN GILNER, Secretary, for and on behalf of Faith Missionary Baptist Church, Inc., who acknowledged to me that she signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as her free and voluntary act and deed after first being duly authorized to do so.



Easter B. Lee
NOTARY PUBLIC

(SEAL)

Exhibit "A"

Drainage and Utility Easement

A parcel of land (easement) located in and being a portion of Lots 25, 26, 27 and 28, Block 1, STANDARD LAND COMPANY ADDITION (Subdivision Plat Book 2, Page 14); City of Gulfport, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

For the Point Of Beginning (having grid coordinates N. 322574.60 and E. 907165.75 based on the Mississippi State Plane Coordinate System, East Zone, NAD 83 (in feet), coordinates and courses herein are grid values based on said coordinate system using a combined factor of (scale) 0.999956808 with a convergence angle of -00°07'25" (at the Point Of Beginning), Commence at a 1/2" iron rod set at the southeast corner of said Lot 28, Block 1; thence S 89°51'06" W 177.46 feet to a 1/2" iron rod set, said point being located on the south line of said Lot 25, Block 1; thence N 71°06'18" E 167.46 feet to a 1/2" iron rod set; thence N 19°07'31" W 19.06 feet to a 1/2" iron rod set; thence N 70°52'29" E 26.63' to a 1/2" iron rod set on the east line of said Lot 28, Block 1; thence S 00°04'44" E 80.50 feet along the east line of said Lot 28, Block 1 to the said Point Of Beginning.

Said parcel of land (easement) contains 5,792 square feet or 0.133 acre, more or less.

AND

A parcel of land (easement) located in and being a portion of Lots 4 through 14 inclusive, Block 16, STANDARD LAND COMPANY ADDITION (Subdivision Plat Book 2, Page 14); City of Gulfport, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

For the Point Of Beginning (having grid coordinates N. 322390.72 and E. 906453.00 based on the Mississippi State Plane Coordinate System, East Zone, NAD 83 (in feet), coordinates and courses herein are grid values based on said coordinate system using a combined factor of (scale) 0.999956934 with a convergence angle of -00°07'29" (at the Point Of Beginning), Commence at a 1/2" iron rod set on the west line of said Lot 14, Block 16, said point being located S 00°04'44" E 109.20 feet from a 1/2" iron rod set at the northwest corner of said Lot 14, Block 16; thence N 71°06'18" E 338.57 feet to a 1/2" iron rod set on the north line of Lot 8, Block 16; thence N 89°55'16" E 190.58 feet to a point located on the north line of said Lot 4, Block 16, said point also being located on the northerly mean high water line of Brickyard Bayou; thence meander westerly/southwesterly along said northerly mean high water line of Brickyard Bayou to a point located on the west line of said Lot 14, Block 16, said point also being located 10.62 feet north of the southwest corner of said Lot 14, Block 16; thence

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N 00°04'44" W 70.18 feet along the west line of said Lot 14, Block 16 to the said Point Of Beginning.

Said parcel of land (easement) contains 30,336 square feet or 0.696 acre, more or less.

AND

A parcel of land (easement) located in and being a portion of Lots 1 through 4 inclusive and Lots 15 through 24 inclusive, Block 15, also being a portion of a vacated alley lying within said Block 15, also being a portion of 15th Avenue (now vacated, recorded in Warranty Deed Book 984, Pages 387, 388 and 389); STANDARD LAND COMPANY ADDITION (Subdivision Plat Book 2, Page 14); City of Gulfport, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

For the Point Of Beginning (having grid coordinates N. 322192.33 and E. 905873.27 based on the Mississippi State Plane Coordinate System, East Zone, NAD 83 (in feet), coordinates and courses herein are grid values based on said coordinate system using a combined factor of (scale) 0.999957038 with a convergence angle of -00°07'33" (at the Point Of Beginning), Commence at a 1/2" iron rod set on the west line of said Lot 15, Block 15, said point being located S 00°04'44" E 96.83 feet from a 1/2" iron rod set at northwest corner of said Lot 15, Block 15; thence N 71°06'18" E 528.23 feet to a 1/2" iron rod set on the east line of said Lot 1, Block 15; thence S 00°04'44" E 73.54 feet to the northeast corner of said Lot 24, Block 15; thence N 89°55'16" E 11.37 feet to a point located on the northerly mean high water line of Brickyard Bayou; thence meander westerly/southwesterly along said northerly mean high water line of Brickyard Bayou to a point located on the west line of said Lot 15, Block 15, said point also being located 18.42 feet north of the southwest corner of said Lot 15, Block 15; thence N 00°04'44" W 74.99 feet along said west line of Lot 15, Block 15 to the said Point Of Beginning.

Said parcel of land (easement) contains 39,545 square feet or 0.908 acre, more or less.

SCANNED



1st Judicial District
Instrument 2017 3212 D - J1
Filed/Recorded 5/23/2017 09:50 A
Total Fees \$ 15.00
5 Pages Recorded

This Instrument prepared by and to be returned to:

Margaret Murdock, Esq., MSB #9824
City of Gulfport
P.O. Box 1780
Gulfport, Mississippi 39502
(228) 868-5811

REVIEWED

PERPETUAL DRAINAGE AND UTILITY EASEMENT

FOR AND IN CONSIDERATION of the sum of THREE THOUSAND, TWO HUNDRED and NO/100 Dollars (\$3,200.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned **Grantor**,

FIRST ASSEMBLY OF GOD CHURCH OF GULFPORT, INC.

2600 22nd Avenue
Gulfport, MS 39501
Telephone: (228) 863-6205

does hereby grant, convey, assign, and transfer unto **Grantee**,

CITY OF GULFPORT, MISSISSIPPI

A Mississippi Municipal Corporation
2309 15th Street
Gulfport, Mississippi 39501
Telephone (228) 868-5811

a perpetual easement for construction, installation, operation and maintenance of drainage and utility systems over, across, and under the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

See Exhibit "A" and Exhibit "B" attached.

Grantor further grants unto the City of Gulfport and its employees and contractors a Right of Entry on Grantors' remaining and adjacent property for the purpose of construction and maintenance of said

drainage and utility systems. Any damage caused to Grantor's remaining and adjacent property as a direct result of the City's use of the Right of Entry will be repaired, as reasonably possible, to pre-damage condition.

INDEXING INSTRUCTIONS: **Block 25, ORIGINAL GULFPORT**, City of Gulfport,
First Judicial District, Harrison County, Mississippi

WITNESS OUR SIGNATURES on this the 23rd day of May, 2017.



NORWOOD SEYMOUR, PASTOR
For and on behalf of First Assembly of God Church of Gulfport, Inc.

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 23rd day of May, 2017, Norwood Seymour, Pastor, for and on behalf of First Assembly of God Church of Gulfport, Inc., who acknowledged to me that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed after first being duly authorized to do so.

Ruth E. Rock
NOTARY PUBLIC

My Commission Expires:

3/9/2021

(SEAL)



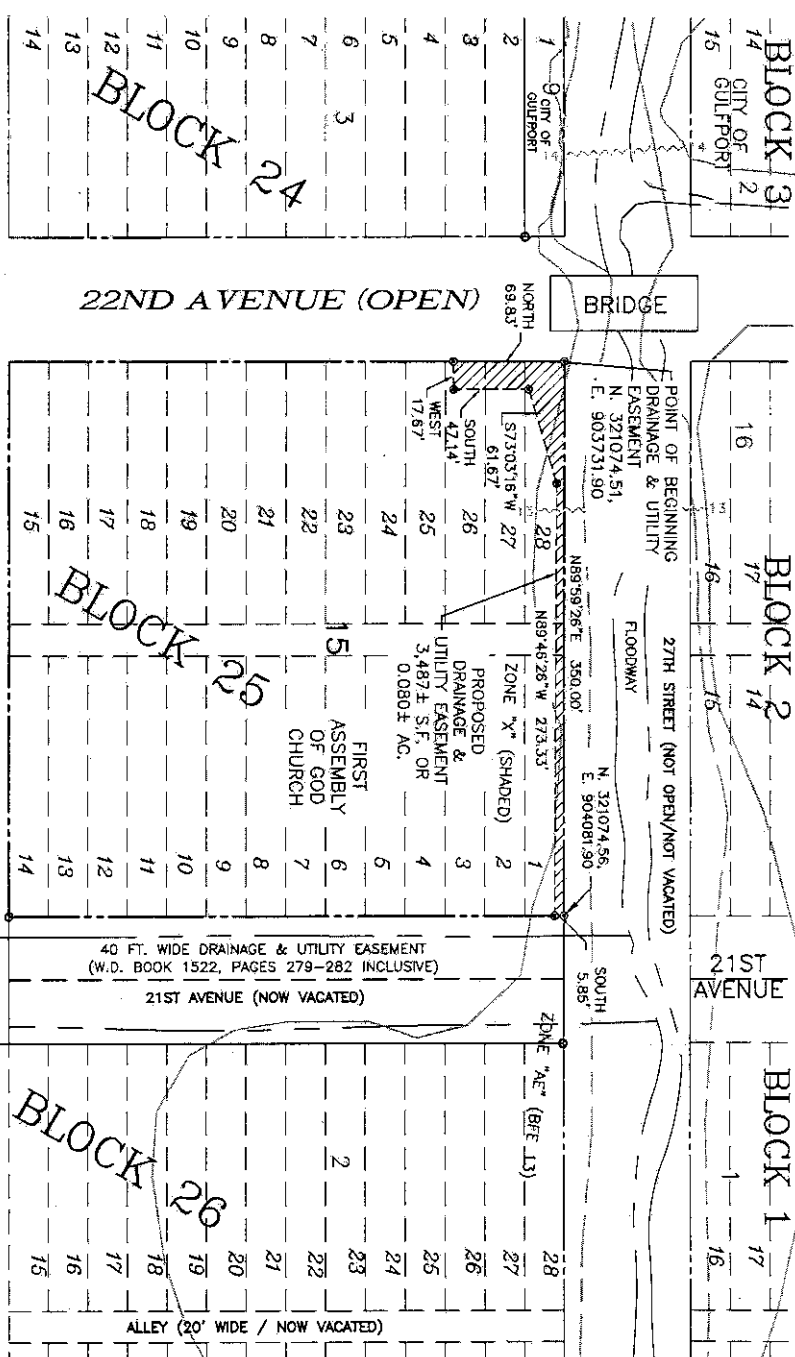
Exhibit "A"

Drainage and Utility Easement

A parcel of land (Drainage & Utility Easement) located in and being a portion of Lot 1, 26, 27 and 28, Block 25, also being part of a vacated alley lying between said Lots 1 and 28, Block 25; ORIGINAL GULFPORT (Plat Book 11, Page 9; Copy Plat Book 4A, Page 368), City of Gulfport, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

For the Point Of Beginning, Commence at the northwest corner of said Block 25 (said Point Of Beginning having grid coordinates N. 321074.51 and E. 903731.90 based on the Mississippi State Plane Coordinate System, East Zone, NAD 83 (in feet), coordinates and courses herein are grid values based on said coordinate system using a combined factor of (scale) 0.999957428 with a convergence angle of -00°07'45" (at the Point Of Beginning); thence N 89°59'26" E 350.00 feet to a 1/2" iron rod set at the northeast corner of said Block 25; thence South 5.85 feet along the east line of said Block 25 to a 1/2" iron rod set; thence N 89°46'26" W 273.33 feet to a 1/2" iron rod set; thence S 73°03'16" W 61.67 feet to a 1/2" iron rod set; thence South 47.14 feet to a 1/2" iron rod set; thence West 17.67 feet to a 1/2" iron rod set on the west line of said Block 25; thence North 69.83 feet to the said Point Of Beginning.

Said parcel of land (Drainage & Utility Easement) contains 3,487 square feet or 0.080 acre, more or less.



401 Cowan Road,
Suite A,
Gulfport, MS 39507
(228) 864-7612
Fax (228) 864-7676

796 Vieux Marche,
2nd Floor,
Biloxi, MS 39530
(228) 436-7612
Fax (228) 436-7676

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SCANNED



John H. ... 1st Judicial District
 Instrument 2018 3937 D - J1
 Filed/Recorded 6/25/2018 11:25 A
 Total Fees \$ 12.00
 3 Pages Recorded

This Instrument prepared by and to be returned to:

Margaret Murdock, MS Bar #9824
 City of Gulfport
 Post Office Box 1780
 Gulfport, Mississippi 39502-1780
 (228) 868-5811



WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TWENTY-EIGHT THOUSAND DOLLARS and NO/100 (\$28,000.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **Grantor,**

GCTS, LLC
 20 Mockingbird Lane
 Gulfport, Mississippi 39507
 Telephone (228) 342-5463

does hereby sell, convey and warrant unto **Grantee,**

CITY OF GULFPORT, MISSISSIPPI
 A Mississippi Municipal Corporation
 Post Office Box 1780
 Gulfport, Mississippi 39502-1780
 Telephone (228) 868-5811

the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, to-wit:

See Exhibit "A" attached.

INDEXING INSTRUCTIONS: Block 22, Original Gulfport Subdivision,
 City of Gulfport, First Judicial District
 Harrison County, Mississippi

This conveyance is less and except any and all recorded oil, gas or other mineral rights granted, reserved or excepted by former owners, and is subject to any and all recorded

restrictions or covenants and any and all presently existing or recorded easements or rights-of-way affecting said property.

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

WITNESS MY SIGNATURE on this the 22 day of June, 2018.


 Sean Tindell, Manager
 For and on behalf of GCTS, LLC

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 22 day of JUNE, 2018, SEAN TINDELL, Manager, on behalf of GCTS, LLC, who acknowledged to me that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed after first being duly authorized to do so.


 NOTARY PUBLIC

My Commission Expires:

3/9/2021

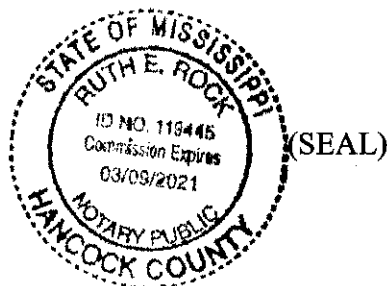


Exhibit "A"

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), and Eight (8), Block Twenty-Two (22), ORIGINAL GULFPORT, a subdivision according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 11 at Page 9, Copy Book 4A at Page 368 thereof, reference to which is hereby made in aid of and as a part of this description.

SCANNED



1st Judicial District
Instrument 2017 3306 D - J1
Filed/Recorded 5/24/2017 04:01 P
Total Fees \$ 17.00
7 Pages Recorded

This Instrument prepared by and to be returned to:

Margaret Murdock, Esq., MSB #9824
City of Gulfport
P.O. Box 1780
Gulfport, Mississippi 39502
(228) 868-5811

PERPETUAL DRAINAGE AND UTILITY EASEMENT

FOR AND IN CONSIDERATION of the sum of TWENTY-THREE THOUSAND and NO/100 Dollars (\$23,000.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned **Grantor**,

GLASSEA PROPERTIES, LLC
1712 28th Street
Gulfport, MS 39501
Telephone: (228) 669-7289



does hereby grant, convey, assign, and transfer unto **Grantee**,

CITY OF GULFPORT, MISSISSIPPI
A Mississippi Municipal Corporation
2309 15th Street
Gulfport, Mississippi 39501
Telephone (228) 868-5811

perpetual easements for construction, installation, operation and maintenance of drainage and utility systems over, across, and under the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

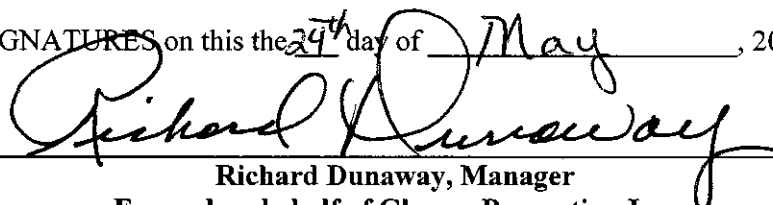
See Exhibit "A", Exhibit "B" and Exhibit "C" attached.

Grantor further grants unto the City of Gulfport and its employees and contractors a Right of Entry on Grantors' remaining and adjacent property for the purpose of construction and maintenance of said

drainage and utility systems. Any damage caused to Grantor's remaining and adjacent property as a direct result of the City's use of the Right of Entry will be repaired, as reasonably possible, to pre-damage condition.

INDEXING INSTRUCTIONS: **Block 19, STANDARD LAND COMPANY ADDITION,**
City of Gulfport, First Judicial District, Harrison County,
Mississippi

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



Richard Dunaway, Manager
For and on behalf of Glassea Properties, Inc.

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 29th day of May, 2017, Richard Dunaway, Manager, for and on behalf of Glassea Properties, LLC, who acknowledged to me that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed after first being duly authorized to do so.

Ruth E. Rock
NOTARY PUBLIC

My Commission Expires:

3/9/2021

(SEAL)



Exhibit "A"

Drainage and Utility Easements

Easement 1

A parcel of land (easement) located in and being a portion of Lots 17 through 20, Block 19, STANDARD LAND COMPANY ADDITION (Subdivision Plat Book 2, Page 14); City of Gulfport, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

Commence at a 5/8" iron rod found at the southwest corner of said Lot 20, Block 19; thence N 89°52'17" W 99.82 feet along the south line of said Block 19 to a 1/2" iron rod set at the Point Of Beginning (said Point Of Beginning having grid coordinates N. 321660.71 and E. 905393.86 based on the Mississippi State Plane Coordinate System, East Zone, NAD 83 (in feet), coordinates and courses herein are grid values based on said coordinate system using a combined factor of (scale) 0.999957124 with a convergence angle of -00°07'35" (at the Point Of Beginning); thence N 89°52'17" W 111.92 feet to a point located on the easterly mean high water line of Brickyard Bayou; thence meander northerly/northeasterly along said easterly mean high water line of Brickyard Bayou to a point on the north line of the south 1/2 of a 20 foot alley lying north of and adjacent to lots 17, 18, 19, 20; thence N 89°55'16" E 61.90 feet along said north line of the south 1/2 of a 20 foot alley to a 1/2" iron rod set; thence S 26°20'08" W 115.02 feet to a 1/2" iron rod set; thence S 17°38'20" E 20.84 feet to a 1/2" iron rod set; thence S 64°26'54" E 57.03 feet to a 1/2" iron rod set; thence S 00°11'51" W 20.42 feet to the said Point Of Beginning.

Said parcel of land (easement) contains 11,335 square feet or 0.260 acre, more or less.

And

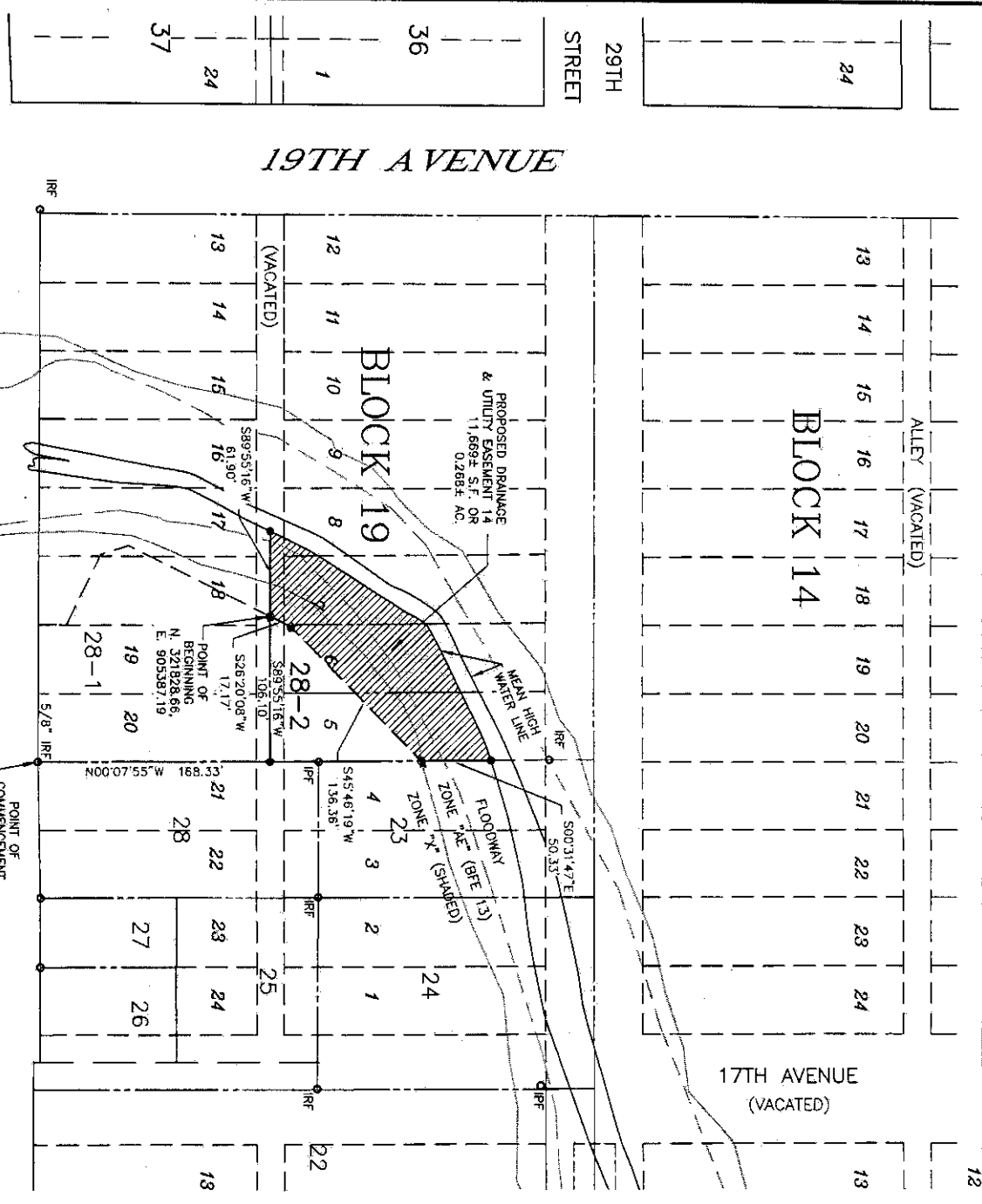
Easement 2

A parcel of land (easement) located in and being a portion of Lots 5, 6 and 7 lying South and East of Brickyard Bayou, Block 19, inclusive, and the north 1/2 of a 20 foot vacated alley adjacent to Lots 5, 6, and 7 and lying South and East of Brickyard Bayou, Block 19; STANDARD LAND COMPANY ADDITION (Subdivision Plat Book 2, Page 14); City of Gulfport,

First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

Commence at a 5/8" iron rod found at the intersection of the east boundary of Lot 20, said Block 19, STANDARD LAND COMPANY ADDITION with the existing north right-of-way of 28th Street; thence N 00°07'55" W 168.33 feet along the east boundary of said Lot 20 to a point located on the south line of the north half of a 20 foot vacated alley adjacent to Lots 5, 6 and 7 lying South and East of Brickyard Bayou; thence S 89°55'16" W 106.10 feet along said south line of the north half of a 20 foot vacated alley to a 1/2" iron rod set at the Point Of Beginning (having grid coordinates N. 321828.66, and E. 905387.19 based on the Mississippi State Plane Coordinate System, East Zone, NAD 83 (in feet), coordinates and courses herein are grid values based on said coordinate system using a combined factor of (scale) 0.999957125 with a convergence angle of -00°07'35" (at the Point Of Beginning); thence S 89°55'16" W 61.90 feet along said south line of the north half of a 20 foot vacated alley to a point located on the easterly mean high water line of Brickyard Bayou; thence meander northerly/northeasterly along said easterly mean high water line of Brickyard Bayou to a point located on the east boundary of Lot 5, said Block 19; thence S 00°31'47" E 50.33 feet and along the east boundary of said Lot 5 to a 1/2" iron rod set; thence S 45°46'19" W 136.36 feet to a 1/2" iron rod set; thence S 26°20'08" W 17.17 feet to the said Point Of Beginning.

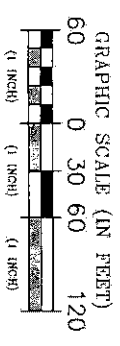
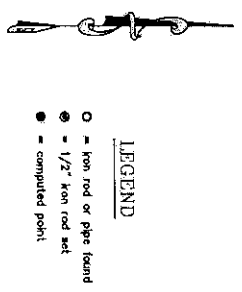
Said parcel of land (easement) contains 11,669 square feet or 0.268 acre, more or less.



Legal Description: Proposed Drainage & Utility Easement 14

A parcel of land (easement) located in and being a portion of Lots 5, 6 and 7 lying South and East of Brickyard Bayou, Block 19, inclusive, and the north 1/2 of a 20 foot vacated alley adjacent to Lots 5, 6, and 7 lying South and East of Brickyard Bayou, Block 19; STANDARD LAND COMPANY ADDITION (Subdivision Plot Book 2, Page 14); City of Gulfport, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

Commence at a 5/8" iron rod found at the intersection of the east boundary of Lot 20, said Block 19, STANDARD LAND COMPANY ADDITION with the existing north right-of-way of 28th Street; thence N 00°07'55" W 168.33 feet along the east boundary of said Lot 20 to a point located on the south line of the north half of a 20 foot vacated alley adjacent to Lots 5, 6 and 7 lying South and East of Brickyard Bayou; thence S 89°55'16" W 106.10 feet along said south line of the north half of a 20 foot vacated alley to a 1/2" iron rod set at the Point Of Beginning (having grid coordinates N. 321828.66, and E. 905387.19 based on the Mississippi State Plane Coordinate System, East Zone, NAD 83 (in feet), coordinates and courses herein are grid values based on said coordinate system using a combined factor of (scale) 0.989957125 with a convergence angle of -00°07'35" (at the Point Of Beginning); thence S 89°55'16" W 61.90 feet along said south line of the north half of a 20 foot vacated alley to a point located on the easterly mean high water line of Brickyard Bayou; thence meander northerly/northeasterly along said easterly mean high water line of Brickyard Bayou to a point located on the east boundary of Lot 5, said Block 19; thence S 00°31'47" E 50.33 feet and along the east boundary of said Lot 5 to a 1/2" iron rod set; thence S 45°46'19" W 136.36 feet to a 1/2" iron rod set; thence S 26°20'08" W 17.17 feet to the said Point Of Beginning.



Bearings for this survey are grid bearings based on the following datum: NAD83 Mississippi State Plane Coordinates East Zone, US Foot derived by a Leica RTK 1200 series G.P.S. receiver with an in house fixed base station. Scale Factor = 0.989957125. Convergence Angle = -00°07'35" (at Point Of Beginning). N. 321828.66, E. 905387.19

Subject parcel ownership information: Glasseo Properties, LLC. Overall area: 17,922.51 SF or 0.4112 AC. Harrison County Instrument# 2015-8246-D-11. Harrison County Tax parcel# 08100-02-028.002

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

NOTE: By graphical plotting only, this easement parcel is located in "ZONE X (SHADED)", "ZONE: FLOODWAY" and "Zone AE" (EL. 13) of the flood hazard boundary and flood insurance rate map.

Community Panel No.: 28047C0264G. Map revised: June 16, 2009

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

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

John Mark Otto, P.S.
LAND SURVEYOR
P.L.S. 2488
STATE OF MISSISSIPPI
January 25, 2017
February 21, 2017 (Revised)

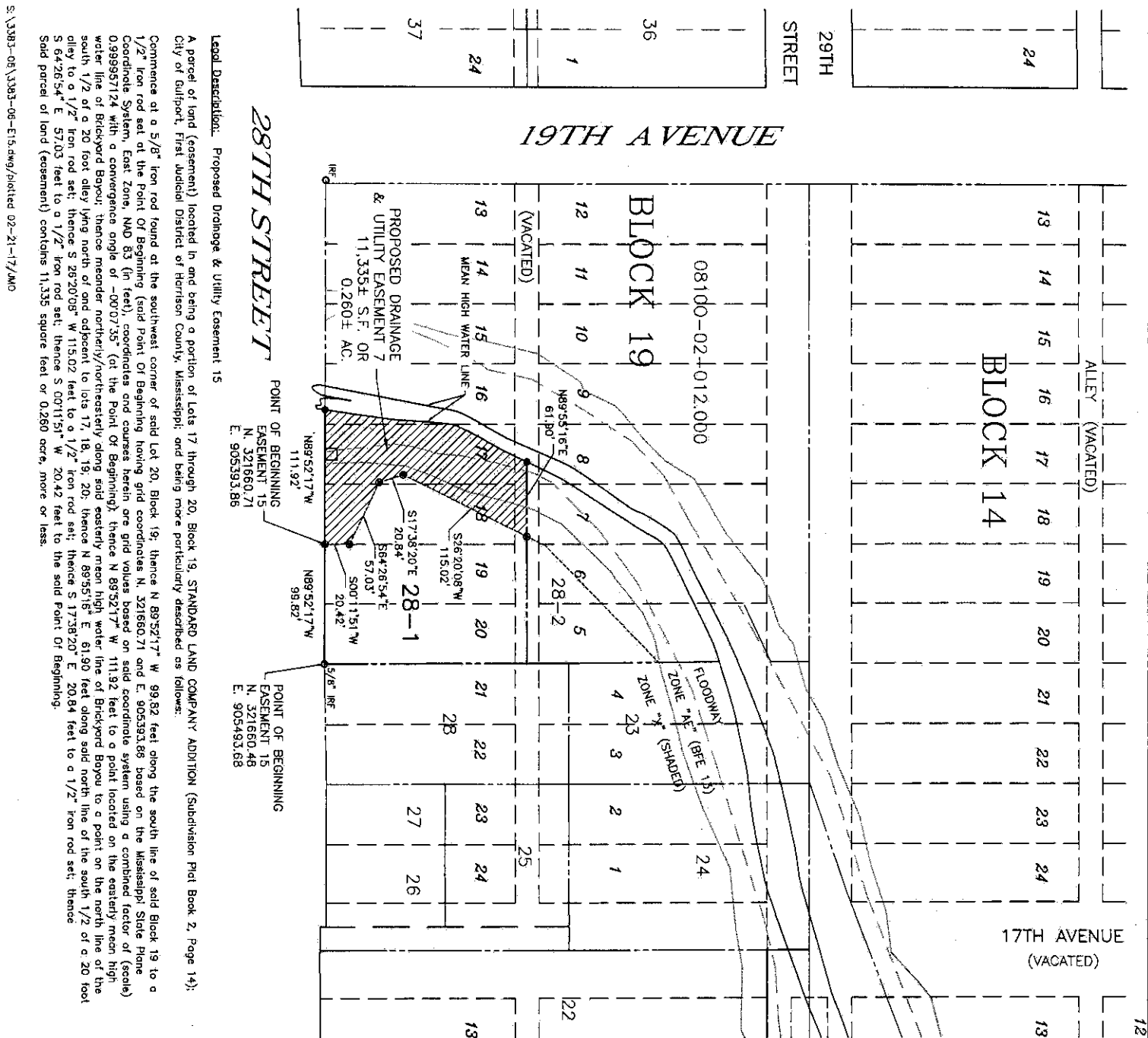
SHEET	CAD	DBT
1	SURVEYOR	JMO
OF	DATE	02-21-17
1	SCALE	SHOWN
	BMA#	3383-06
	FILE	3383-06-E14

BRICKYARD BAYOU
TAX PARCEL #08100-02-028.002
CITY OF GULFPORT, FIRST JUDICIAL DIST. OF HARRISON CO., MS
DRAINAGE & UTILITY EASEMENT SURVEY (E-14)

bma BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
www.bmaengineers.com

401 Cowan Road, Suite A, Gulfport, MS 39507
(228) 864-7612
Fax (228) 864-7676
796 Vieux Marches, 2nd Floor, Biloxi, MS 39530
(228) 436-7612
Fax (228) 436-7676

EXHIBIT
"B"

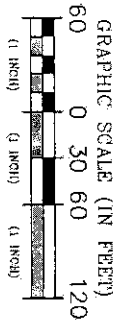
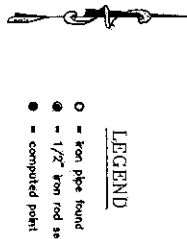


Legal Description: Proposed Drainage & Utility Easement 15

A parcel of land (easement) located in and being a portion of Lots 17 through 20, Block 19, STANDARD LAND COMPANY ADDITION (Subdivision Plat Book 2, Page 14); City of Gulfport, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

Commence at a 5/8" iron rod found at the southwest corner of said Lot 20, Block 19; thence N 89°52'17" W 99.82 feet along the south line of said Block 19 to a 1/2" iron rod set at the Point Of Beginning (said Point Of Beginning having grid coordinates N. 321660.71 and E. 905393.86 based on the Mississippi State Plane Coordinate System, East Zone, NAD 83 (in feet), coordinates and courses herein are grid values based on said coordinate system using a combined factor of (scale) 0.999957124 with a convergence angle of -00°07'35" (at the Point Of Beginning); thence N 89°52'17" W 111.92 feet to a point located on the easterly mean high water line of Brickyard Bayou; thence meander northerly/northeasterly along said easterly mean high water line of Brickyard Bayou to a point on the north line of the south 1/2 of a 20 foot alley lying north of and adjacent to lots 17, 18, 19, 20; thence N 89°55'16" E 61.90 feet along said north line of the south 1/2 of a 20 foot alley to a 1/2" iron rod set; thence S 29°20'08" W 115.02 feet to a 1/2" iron rod set; thence S 17°38'20" E 20.84 feet to a 1/2" iron rod set; thence S 64°26'54" E 57.03 feet to a 1/2" iron rod set; thence S 00°11'51" W 20.42 feet to the said Point Of Beginning.

Said parcel of land (easement) contains 11.335 square feet or 0.260 acre, more or less.



Bearings for this survey are grid bearings based on the following datum: NAD83 Mississippi State Plane Coordinate East Zone, US foot, G.P.S. received with an in-house fixed base station in Harrison County, Mississippi. Scale factor = 0.999957124. Convergence angle = -00°07'35" (at Point Of Beginning). N. 321660.71, E. 905393.86

Subject parcel ownership information: Clasen Properties, LLC Overall area: 3311715SF or 0.7604AC Harrison County Instrument# 2015-8247-D-11 Harrison County Tax parcel# 08100-02-028.001

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

NOTE: By graphical plotting only, this easement parcel is located in "ZONE X (SHADDED)" "ZONE: FLOODWAY" and "Zone AE" (EL 13) of the flood hazard boundary and flood insurance rate map. Community Parcel No.: 28047602646 Map revised: June 16, 2009

NOTE: This survey "Class B" was made in accordance with the Standards of Practice for Surveying in the State of Mississippi, August 2015. This is to CERTIFY that I have surveyed the property described and delineated hereon; and that the measurements and other data indicated are correct to the best of my knowledge and belief.

John Mark Otto
John Mark Otto, P.S.
LAND SURVEYOR
MS. P.S. No. 02868
January 26, 2017
February 21, 2017 (revised)

SHEET 1 OF 1
CAD SURVEYOR DATE SCALE BMA# FILE
JMO 02-21-17 SHOWN 3383-06 3383-06-E15

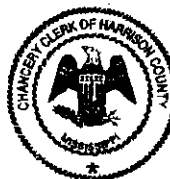
BRICKYARD BAYOU
TAX PARCEL #08100-02-028.001
CITY OF GULFPORT, FIRST JUDICIAL DIST. OF HARRISON CO., MS
DRAINAGE & UTILITY EASEMENT SURVEY (E-15)

bma BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
www.bmaengineers.com

401 Cowan Road, Suite A, Gulfport, MS 39507
(228) 864-7612 Fax (228) 864-7676
796 Vieux Marche, 2nd Floor, Biloxi, MS 39530
(228) 436-7612 Fax (228) 436-7676



SCANNED



J. Henderson 1st Judicial District
Instrument 2017 5667 D -J1
Filed/Recorded 8/18/2017 11:30 A
Total Fees \$ 12.00
5 Pages Recorded

This Instrument prepared by and to be returned to:

Margaret Murdock, Esq., MS Bar #9824
City of Gulfport
Post Office Box 1780
Gulfport, Mississippi 39502-1780
(228) 868-5811



SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of EIGHTEEN THOUSAND, FOUR HUNDRED and NO/100 (\$18,400.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **Grantors,**

GLASSEA PROPERTIES, LLC

1712 28th Street
Gulfport, MS 39501
Telephone (228) 669-7289

do hereby sell, convey and specially warrant unto **Grantee,**

CITY OF GULFPORT, MISSISSIPPI

A Mississippi Municipal Corporation
Post Office Box 1780
Gulfport, Mississippi 39502-1780
Telephone (228) 868-5811

the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, to-wit:

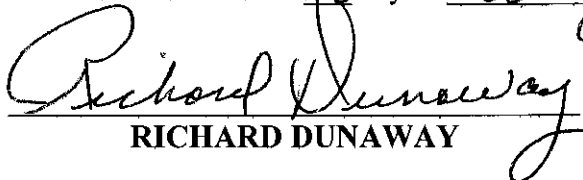
See Exhibit "A" and Exhibit "B" attached.

INDEXING INSTRUCTIONS:

Block 19, STANDARD LAND COMPANY ADDITION,
City of Gulfport, First Judicial District
Harrison County, Mississippi

This conveyance is less and except any and all recorded oil, gas or other mineral rights granted, reserved or excepted by former owners, and is subject to any and all recorded restrictions or covenants and any and all presently existing or recorded easements or rights-of-way affecting said property.

WITNESS MY SIGNATURE on this the 18 day of Aug., 2017.


RICHARD DUNAWAY

[REST OF PAGE LEFT BLANK INTENTIONALLY]

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 18th day of August, 2017, Richard Dunaway, Manager, for and on behalf of Glassea Properties, LLC, who acknowledged to me that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed after first being duly authorized to do so.

Ruth E. Rock

NOTARY PUBLIC

My Commission Expires:

03/09/2021

(SEAL)

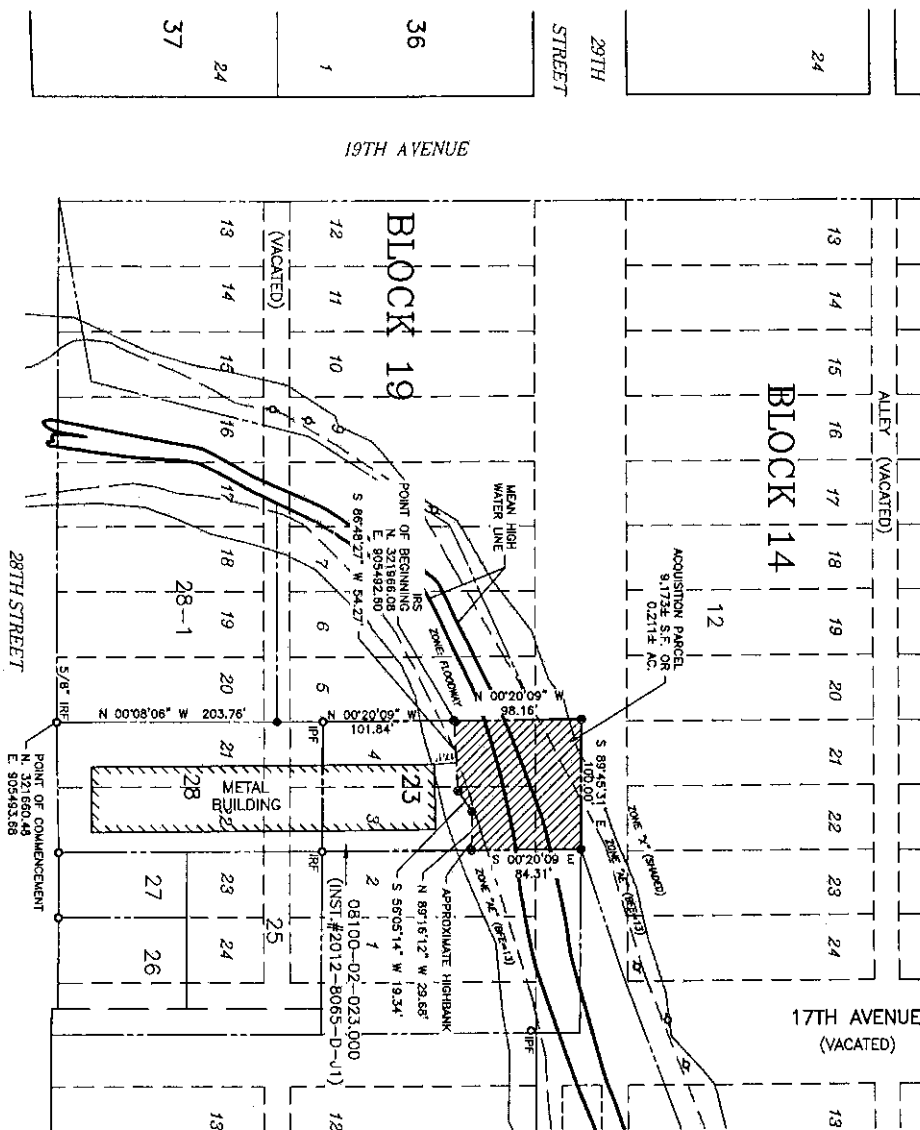


Exhibit "A"

A parcel of land (easement) located in and being a portion of Lots 3 and 4, and the south 1/2 of vacated 29th Street immediately north of and adjacent to Lots 3 and 4, Block 19, STANDARD LAND COMPANY ADDITION (Subdivision Plat Book 2, Page 14); City of Gulfport, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

Commence at a 5/8" iron rod found at the southwest corner of Lot 21, said Block 19, STANDARD LAND COMPANY ADDITION (Subdivision Plat Book 2, Page 14); thence N 00°08'06" W 203.76 feet along the west boundary of said Lot 21 and the northerly extension thereof to an iron pipe found at the southwest corner of property now or formerly to Glassea Properties, LLC, a Mississippi Limited Liability Company, (here after Glassea) (Inst #2012-8065-D-J1); thence N 00°20'09" W 101.84 feet along the west boundary of said property now or formerly to Glassea Properties, LLC, to a 1/2" iron rod set at the Point Of Beginning, (said Point Of Beginning having grid coordinates N. 321966.08 and E. 905492.60 based on the Mississippi State Plane Coordinate System, East Zone, NAD 83 (in feet), coordinates and courses herein are grid values based on said coordinate system using a combined factor of (scale) 0.999957106 with a convergence angle of -00°07'35" (at the Point Of Beginning); thence N 00°20'09" W 98.16 feet to a 1/2" iron rod set at the northwest corner of said property now or formerly to Glassea; thence S 89°45'31" E 100.00 feet to a 1/2" iron rod set at the northeast corner of said property now or formerly to Glassea; thence S 00°20'09" E 84.31 feet along the east boundary of said property now or formerly to Glassea to a point located on the southerly highbank of Brickyard Bayou; thence along said southerly highbank of Brickyard Bayou the following three courses, N 89°16'12" W 29.68 feet; S 56°05'14" W 19.34 feet; S 86°48'27" W 54.27 feet to a point on the west boundary of Lot 4, said Block 19, said point being the Point Of Beginning.

Said parcel of land contains 9,173 square feet or 0.211 acre, more or less.



Legal Description: Acquisition Parcel (Gainesboro, LLC) and the south 1/2 of vacant 28th Street immediately north of and adjacent to Lots 5 and 6, Block 19, STANFORD LAND COMPANY ADDITION (Subdivision Plot Book 2, Page 14); City of Gulfport, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

Commence at a 5/6th foot along the southwest corner of Lot 21; said Block 19, STANDARD LAND COMPANY ADDITION (Subdivision Plat Book 2, Page 14); thence or N 00°08'06" W 20.73' feet along the west boundary of said Lot 21 and the northern extension thereof to an iron pipe found at the southwest corner of Property now owned by Glasse Properties, LLC, a Mississippi Limited Liability Company (hereafter Glasse) (that 2012-18085-0-1); thence S 00°20'09" W 101.84' feet along the west boundary of said Property now owned by Glasse Properties, LLC, to a 1/2" iron rod set at the Point of Beginning; (said Point Of Beginning having good coordinates as shown on said plat); thence or S 89°45'31" E 100.00' feet along the east boundary of said Property now owned by Glasse Properties, LLC, to a 1/2" iron rod set at the northeast corner of said Property now owned by Glasse Properties, LLC, to a combined factor of (sine) 0.93989277058 with a common angle of -90°07'35" (at the Point of Beginning); thence or N 01°20'09" W 89.65' feet to a 1/2" iron rod set at the northwest corner of said Property now owned by Glasse Properties, LLC, to a combined factor of (sine) 0.99999999999 with a common angle of -90°07'35" (at the Point of Beginning); thence or S 00°20'09" W 89.65' feet to a 1/2" iron rod set at the southeast corner of said Property now owned by Glasse Properties, LLC, to a combined factor of (sine) 0.99999999999 with a common angle of -90°07'35" (at the Point of Beginning); thence or S 00°20'09" W 89.65' feet to a point on the west boundary of Lot 4, said Block 19, said parcel of land contains 91.73 square feet or 0.211 acre, more or less.

Bearings for this survey are grid bearings based on the following datum: NAD83, Mississippi State Plane Coordinates East Zone, UTM Foot derived by a Leica RTK 1200

Convergence Angle = $-00^{\circ}07'3$
(at Point Of Beginning)
N. 32004.82 E. 905492.38

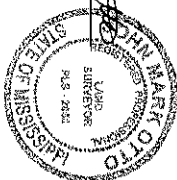
Subject parcel ownership information:
Classed Property, LLC
Overall: area: 19.999±SF or 0.459±Ac
Harrison County Instrument#
2012-8065-D-31
Harrison County Tax parcel#
08100-02-023,000

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

NOTE: By graphical plotting only, the easement parcel is located in "ZONE X (SHADED)", "ZONE FLOODWAY" and "Zone AE" (EL 13) of the flood hazard boundary and flood insurance rate map.

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

John Mark Otto
John Mark Otto, P.S.
M.S. P.S. No. 02868
May 30, 2017
(Revised June 15, 2017)



LEGEND

- iron pipe found
- 1/2" iron rod set
- computed point

GRAPHIC SCALE (IN FEET)
60 0 30 60 120
(1 INCH) (1 INCH) (1 INCH)

SHEET
1
OF
1

CAD	DBI
SURVEYOR	J.M.O.
DATE	6.15.2017
SCALE	SHOWN
BMA#	3383-06
FILE	3383-06-E13

BRICKYARD BAYOU
TAX PARCEL #08100-02-023.000
CITY OF GULFPORT, FIRST JUDICIAL DIST. OF HARRISON CO., MS
ACQUISITION PARCEL SURVEY

bma BROWN, MITCHELL
& ALEXANDER, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
www.bmaonline.com

401 Cowan Road
Suite A
Gulfport, MS 39507
(228)864-7612
Fax(228)864-7676

796 Vieux Marche,
2nd Floor
Biloxi, MS 39530
(228)436-7612
Fax.(228)436-7676

EXHIBIT

B

SCANNED



John H. ... 1st Judicial District
Instrument 2017 3227 D - J1
Filed/Recorded 5/23/2017 02:20 P
Total Fees \$
5 Pages Recorded

This Instrument prepared by and to be returned to:

Margaret Murdock, Esq., MSB #9824
City of Gulfport
P.O. Box 1780
Gulfport, Mississippi 39502
(228) 868-5811

REVIEWED

PERPETUAL DRAINAGE AND UTILITY EASEMENT

FOR AND IN CONSIDERATION of the sum of ONE and NO/100 Dollars (\$1.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned **Grantor**,

HARRISON COUNTY, MISSISSIPPI
1801 23rd Avenue
Gulfport, Mississippi 39501
Telephone (228) 865-4002

does hereby grant, convey, assign, and transfer unto **Grantee**, without any warranty of title thereto,

CITY OF GULFPORT, MISSISSIPPI
A Mississippi Municipal Corporation
2309 15th Street
Gulfport, Mississippi 39501
Telephone (228) 868-5811

a perpetual easement for construction, installation, operation and maintenance of drainage and utility systems over, across, and under the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

See Exhibit "A" and Exhibit "B" attached.

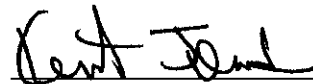
Grantor further grants, without any warranty of title thereto, unto the City of Gulfport and its employees and contractors a Right of Entry on Grantors' remaining and adjacent property for the purpose of construction and maintenance of said drainage and utility systems. Any damage caused to Grantor's

remaining and adjacent property as a direct result of the City's use of the Right of Entry will be repaired, as reasonably possible, to pre-damage condition.

INDEXING INSTRUCTIONS:

**Block 23, STANDARD LAND COMPANY ADDITION,
City of Gulfport, First Judicial District, Harrison County,
Mississippi**

WITNESS OUR SIGNATURE on this the 22nd day of May, 2017.

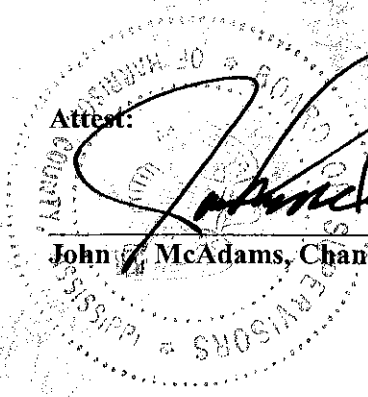


**Kent Jones, Board President, Board
of Supervisors of Harrison County,
Mississippi, For and on behalf of
Harrison County, Mississippi**

Attest:



John McAdams, Chancery Clerk



**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 22nd day of May, 2017, Kent Jones, duly elected President of the Harrison County Board of Supervisors, for and on behalf of Harrison County, Mississippi, who acknowledged to me that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed after first being duly authorized to do so.

Angela Thrash
NOTARY PUBLIC

My Commission Expires:

6.24.17



Exhibit "A"

Drainage and Utility Easement

A parcel of land (Drainage & Utility Easement) situated in and being all of Lots 1, 28 and 27, and also being a portion of Lots 2, 25, and 26, and also being a portion of a vacated 20 foot alley, all lying within Block 23, ORIGINAL GULFPORT (Plat Book 11, Page 9; Copy Plat Book 4A, Page 368), City of Gulfport, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

For the Point Of Beginning, Commence at a 1/2" iron rod set at the northwest corner of said Lot 28, Block 23, ORIGINAL GULFPORT, (said Point Of Beginning having grid coordinates N. 321074.26 and E. 902818.75 based on the Mississippi State Plane Coordinate System, East Zone, NAD 83 (in feet), coordinates and courses herein are grid values based on said coordinate system using a combined factor of (scale) 0.999957597 with a convergence angle of -00°07'50" (at the Point Of Beginning); thence N 89°52'42" E 364.55 feet along the north boundary of said Lot 28, and also along the north boundary of said vacated 20 foot alley, and also along the north boundary of said Lot 1, Block 23 to a 1/2" iron rod set at the northeast corner of said Lot 1; thence S 00°05'24" E 24.61 feet along the east boundary of said Lot 1 and Lot 2 to a 1/2" iron rod set; thence S 89°54'36" W 57.16 feet to a 1/2" iron rod set; thence S 73°48'23" W 156.48 feet to a 1/2" iron rod set; thence S 81°18'37" W 98.67 feet to a 1/2" iron rod set; thence N 89°54'04" W 58.74 feet to a 1/2" iron rod set on the existing east right-of-way of 24th Avenue; thence N 00°36'43" W 82.38 feet along said existing east right-of-way of 24th Avenue to the said Point Of Beginning.

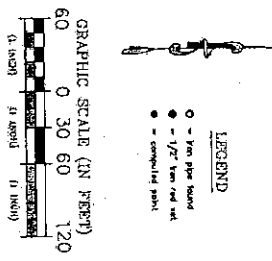
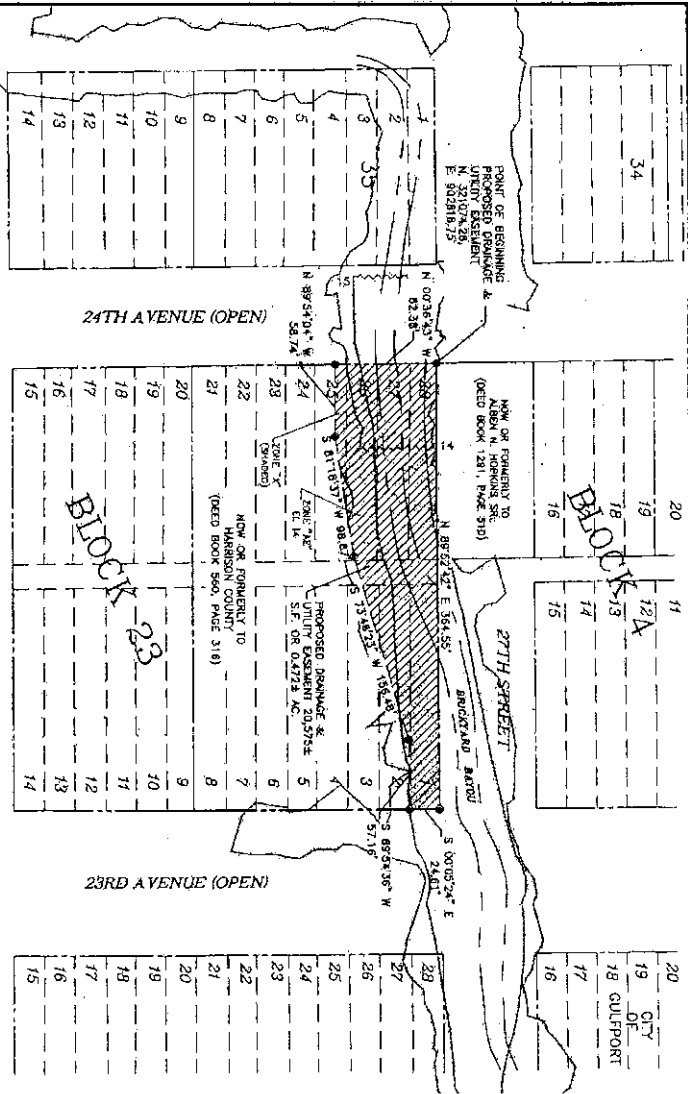
Said parcel of land (Drainage & Utility Easement) contains 20,575 square feet or 0.472 acre, more or less.

S:\3381-08\3381-06-E30.dwg/Plotted 03-13-17/661

Legal Description: Beginning at the intersection of the center line of the road and the center line of the road, and being all of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, and 26, and also being a portion of a vacant 20 foot alley, all lying within Block 23, GULFPORT, MISSISSIPPI (Plat Book 11, Page 31), City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows:

For the Point of Beginning, Commence at a 1/2" iron rod set at the northeast corner of Lot 28, Block 23, GULFPORT, MISSISSIPPI, and being the intersection of the center line of the road and the center line of the road, and being all of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, and 26, and also being a portion of a vacant 20 foot alley, all lying within Block 23, GULFPORT, MISSISSIPPI (Plat Book 11, Page 31), City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows:

For the Point of Beginning, Commence at a 1/2" iron rod set at the northeast corner of Lot 28, Block 23, GULFPORT, MISSISSIPPI, and being the intersection of the center line of the road and the center line of the road, and being all of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, and 26, and also being a portion of a vacant 20 foot alley, all lying within Block 23, GULFPORT, MISSISSIPPI (Plat Book 11, Page 31), City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows:



Beginning for this survey was grid bearings based on the following datum: NAD83 Mississippi State Plane Coordinate East Zone, US Foot derived by a Leica RX 1200 series GPS Road Base Station. Scale Factor = 0.999972977. Convergence Angle = -0°07'56" (at Point of Beginning). N. 321073.26, E. 802816.25

Subject parcel ownership information: Harrison County (Deed Book 581, Page 316). Deed dated: 12/25/2007 or 1/25/2008. Deed No: 22,725,557 or 1,689,240. Deed No: 08110-04-011(000)

The following flood zone statement is for information purposes only, and is not a warranty of the accuracy of the flood map. In addition, the following flood zone statement does not represent the surveyor's opinion of the probability of flooding.

NOTE: By graphical plotting only, the subject parcel is located in Zone X (Special Flood Hazard Area) on the Flood Insurance Rate Map (FIRM) for the 14 and 15 of the flood hazard boundary and flood insurance rate map. Community Panel No: 20047002640 Map revised: June 16, 2009

NOTE: This survey, "Deed B" was made in accordance with the standards of practice for surveying in the State of Mississippi, August 2015. This is to certify that I have surveyed the property described and have determined that the same is correctly located and the data indicated are correct to the best of my knowledge and belief.

John Mitchell
Surveyor
P.S.
March 13, 2017



SHEET 1 OF 1
CAD SURVEYOR
DATE 03-13-17
SCALE SHOWN
BMAA
FILE 3381-04-E30

BRICKYARD BAYOU
TAX PARCEL #0811C-04-011.000
CITY OF GULFPORT, FIRST JUDICIAL DIST. OF HARRISON CO., MS.
DRAINAGE & UTILITY EASEMENT SURVEY (E-30)

bma BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
www.bmaengineers.com

401 Cowan Road, Suite A, Gulfport, MS 39507
(228) 864-7412
Fax (228) 864-7474
794 Views North, 2nd Floor, Suite 200, MS 39506
(228) 434-7412
Fax (228) 434-7474



SCANNED



J. H. H. H. 1st Judicial District
 Instrument 2017 3554 D - J1
 Filed/Recorded 6/5/2017 01:12 P
 Total Fees \$ 14.00
 4 Pages Recorded

This Instrument prepared by and to be returned to:

Margaret Murdock, Esq., MSB #9824
 City of Gulfport
 P.O. Box 1780
 Gulfport, Mississippi 39502
 (228) 868-5811

REVIEWED

PERPETUAL DRAINAGE AND UTILITY EASEMENT

FOR AND IN CONSIDERATION of the sum of TEN THOUSAND, THREE HUNDRED and NO/100 Dollars (\$10,300.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned **Grantor**,

HUMANE SOCIETY OF SOUTH MISSISSIPPI, INC.

2615 - 25th Avenue
 Gulfport, MS 39501
 Telephone: (228) 223-3047

does hereby grant, convey, assign, and transfer unto **Grantee**,

CITY OF GULFPORT, MISSISSIPPI

A Mississippi Municipal Corporation
 2309 15th Street
 Gulfport, Mississippi 39501
 Telephone (228) 868-5811

a perpetual easement for construction, installation, operation and maintenance of drainage and utility systems over, across, and under the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

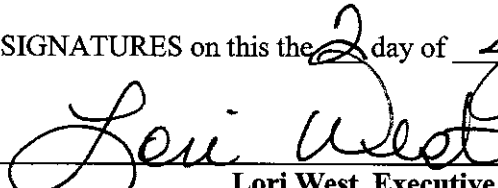
See Exhibit "A" and Exhibit "B" attached.

Grantor further grants unto the City of Gulfport and its employees and contractors a Right of Entry on Grantors' remaining and adjacent property for the purpose of construction and maintenance of said drainage and utility systems. Any damage caused to Grantor's remaining and adjacent property as a direct

easement property as a direct result of the City's use of the Right of Entry will be repaired, as reasonably possible, to, at a minimum, pre-damage condition.

INDEXING INSTRUCTIONS: **Blocks 20 and 21, ORIGINAL GULFPORT**, City of Gulfport,
First Judicial District, Harrison County, Mississippi

WITNESS OUR SIGNATURES on this the 2nd day of June, 2017.



Lori West, Executive Director
For and on behalf of Humane Society of South Mississippi, Inc.

**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 2nd day of June, 2017, Lori West, Executive Director, for and on behalf of Humane Society of South Mississippi, Inc., who acknowledged to me that she signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as her free and voluntary act and deed after first being duly authorized to do so.



NOTARY PUBLIC

My Commission Expires:

2/21/21



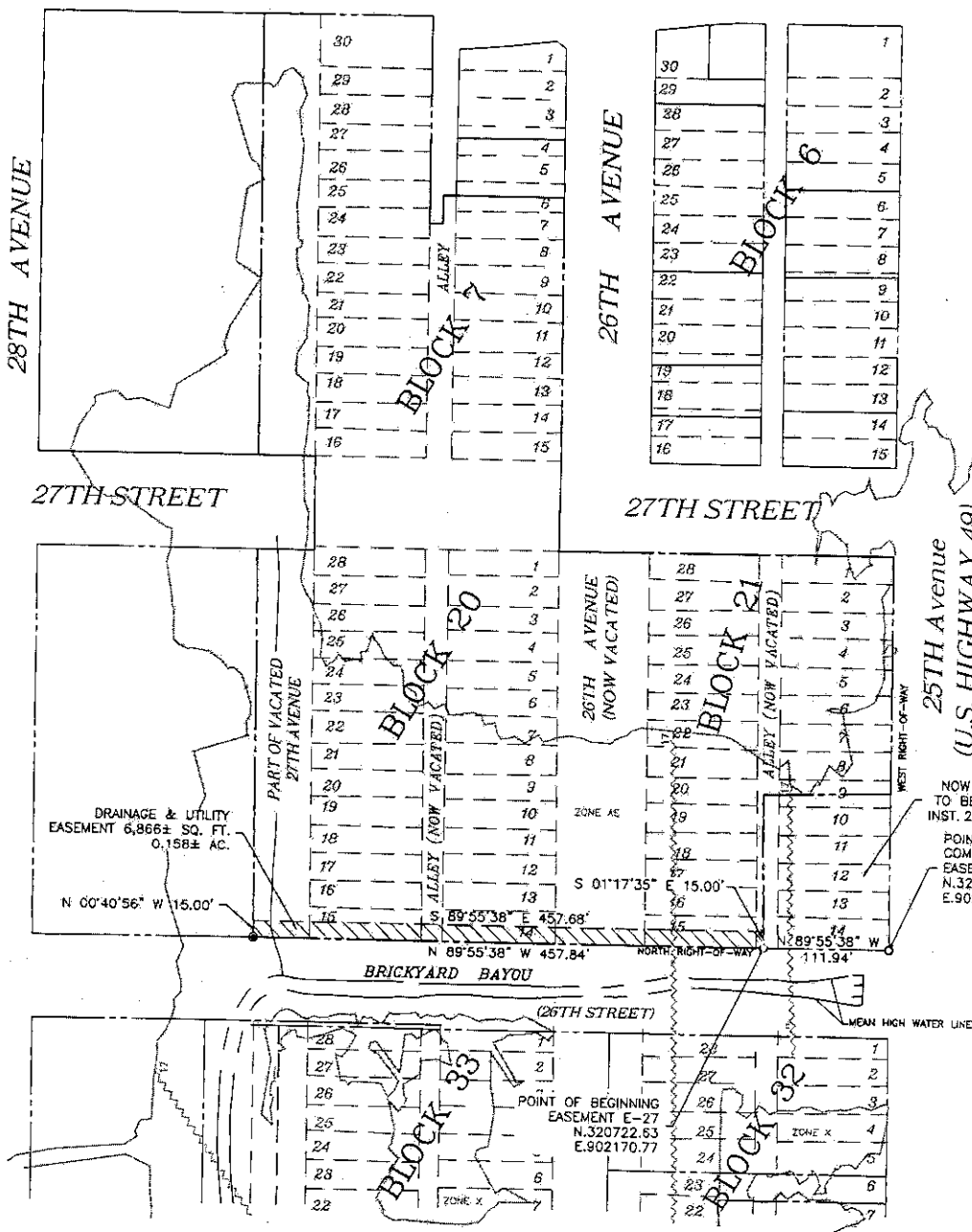
Exhibit "A"

Drainage and Utility Easement

A Parcel of land (Drainage & Utility Easement) being the south 15 feet of the property described in Harrison County Deed Book 1612, Page 332, said parcel located in and being a portion of Lot 15, Block 21, and Lots 14 and 15, Block 20, ORIGINAL GULFPORT (Plat Book 11, Page 9; Copy plat Book 4A, Page 368) along with vacated portions of 26th Avenue, 27th Avenue and the platted Alleys in Blocks 20 and 21, as recorded in Minute Book 22 at Page 183, City of Gulfport, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

Commence at a 1/2" iron rod found at the southeast corner of Lot 14, said Block 20, said point also being the intersection of the west right-of-way of 25th Avenue (also known as U.S. Highway 49) and the North right-of-way of 26th Street; thence N 89°55'38" W 111.94 feet along the North right-of-way of 26th Street to a 1/2" iron rod found at the southwest corner of property now or formerly to Bernice Williams (Inst. 2009-5508-D-J1), said point also being the Point Of Beginning, (said Point Of Beginning having grid coordinates N. 320722.63 and E. 902170.77 based on the Mississippi State Plane Coordinate System, East Zone, NAD 83 (in feet), coordinates and courses herein are grid values based on said coordinate system using a combined factor of (scale) 0.999957718 with a convergence angle of -00°07'54" at the Point Of Beginning); thence continue N 89°55'38" W 457.84 feet along said north right-of-way of 26th street to a 1/2" iron rod set at the southwest corner of said property now or formerly to Humane Society of South Mississippi (HSSM) as described in Harrison County Deed Book 1612, Page 332; thence N 00°40'56" W 15.00 feet along the west boundary of said property now or formerly to HSSM to a point; thence S 89°55'38" E 457.68' to a point on the west boundary of said property now or formerly to Bernice Williams; thence S 01°17'35" E 15.00 feet along said west boundary of property now or formerly to Bernice Williams to the said Point Of Beginning.

Said parcel of land (Drainage & Utility Easement) contains 6,866 square feet or 0.158 acre, more or less.



GRAPHIC SCALE (IN FEET)
80 0 40 80 160
(1 INCH) (1 INCH) (1 INCH)

Bearings are grid bearings based on the following datum: NAD83 Mississippi State Plane Coordinates, East Zone, US Feet derived by a Leica RTK 1200 series G.P.S. receiver utilizing a Real Time Network administered by Earl Dudley, Inc. Scale Factor = 0.999957718 Convergence Angle = -00°07'54" (at Point Of Beginning) N.320722.63, E.902170.77

LEGEND

- = computed point
- = 1/2" iron rod found
- ⊙ = 1/2" iron rod set

NOW OR FORMERLY TO BERNICE WILLIAMS INST. 2009-5508-D-J1

POINT OF COMMENCEMENT EASEMENT E-27 N.320722.63 E.902282.70

Subject parcel ownership information: Humane Society of South Mississippi Overall area: 291.584±SF or 6.694±AC Harrison County Instrument: Deed Book 1612, Pages 332-333 Harrison County Tax parcel# 0811C-05-018.000

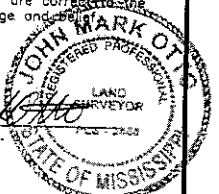
The following flood zone statement is for information purposes only, and this surveyor assumes no liability for the correctness of the referenced flood map. In addition, the following flood zone statement does not represent this surveyor's opinion of the probability of flooding.

NOTE: By graphical plotting only, this easement parcel is located in "Zone AE" between base flood elevation line 17 and 17 of the flood hazard boundary and flood insurance rate map. Community Panel No.: 28047C0264G Map revised: June 16, 2009

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

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

John Mark Otto, P.S.
MS. P.S. No. 02868
March 10, 2017



Legal Description: Drainage & Utility Easement 27

A Parcel of land (Drainage & Utility Easement) being the south 15 feet of the property described in Harrison County Deed Book 1612, Page 332, said parcel located in and being a portion of Lot 15, Block 21, and Lots 14 and 15, Block 20, ORIGINAL GULFPORT (Plot Book 11, Page 9; Copy plot Book 4A, Page 368) along with vacated portions of 26th Avenue, 27th Avenue and the platted Alleys in Blocks 20 and 21, as recorded in Minute Book 22 at Page 183, City of Gulfport, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

Commence at a 1/2" iron rod found at the southeast corner of Lot 14, said Block 20, said point also being the intersection of the west right-of-way of 25th Avenue (also known as U.S. Highway 49) and the North right-of-way of 26th Street; thence N 89°55'38" W 111.94 feet along the North right-of-way of 26th Street to a 1/2" iron rod found at the southwest corner of property now or formerly to Bernice Williams (Inst. 2009-5508-D-J1), said point also being the Point Of Beginning, (said Point Of Beginning having grid coordinates N. 320722.63 and E. 902170.77 based on the Mississippi State Plane Coordinate System, East Zone, NAD 83 (in feet), coordinates and courses herein are grid values based on said coordinate system using a combined factor of (scale) 0.999957718 with a convergence angle of -00°07'54" at the Point Of Beginning); thence continue N 89°55'38" W 457.84 feet along said north right-of-way of 26th Street to a 1/2" iron rod set at the southwest corner of said property now or formerly to Humane Society of South Mississippi (HSSM) as described in Harrison County Deed Book 1612, Page 332; thence N 00°40'56" W 15.00 feet along the west boundary of said property now or formerly to HSSM to a point; thence S 89°55'38" E 457.68' to a point on the west boundary of said property now or formerly to Bernice Williams; thence S 01°17'35" E 15.00 feet along said west boundary of property now or formerly to Bernice Williams to the said Point Of Beginning. Said parcel of land (Drainage & Utility Easement) contains 6,866 square feet or 0.158 acre, more or less.

S:\3383\3383-06\Easements\3383-06-E27.dwg/printed 3-10-17/abt

SHEET
1
OF
1

CAD SURVEYOR
DATE 03.10.17
SCALE SHOWN
BMA# 3383-06
FILE 3383-06-E27

BRICKYARD BAYOU
TAX PARCEL #0811C-05-018.000
CITY OF GULFPORT, FIRST JUDICIAL DIST. OF HARRISON CO., MS.
DRAINAGE & UTILITY EASEMENT SURVEY (E-27)

bma BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
www.bmaengineers.com

401 Cowan Road, Suite A, Gulfport, MS 39507
(228) 864-7612 Fax (228) 864-7676
796 Vieux Marche, 2nd Floor, Biloxi, MS 39530
(228) 436-7612 Fax (228) 436-7676

EXHIBIT

B

SCANNED



John 1st Judicial District
 Instrument 2017 4745 D - J1
 Filed/Recorded 7/12/2017 02:30 P
 Total Fees \$ 28.00
 5 Pages Recorded

This Instrument prepared by and to be returned to:

Margaret Murdock, Esq., MSB #9824
 City of Gulfport
 P.O. Box 1780
 Gulfport, Mississippi 39502
 (228) 868-5811

REVIEWED

PERPETUAL DRAINAGE AND UTILITY EASEMENT

FOR AND IN CONSIDERATION of the sum of ELEVEN THOUSAND, NINE HUNDRED and NO/100 Dollars (\$11,900.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned **Grantor**,

REGENCY WAY APARTMENTS, L.P.

1101 S. Capital of Texas Hwy
 Austin, TX 78746
 Telephone: (512) 306-9206

does hereby grant, convey, assign, and transfer unto **Grantee**,

CITY OF GULFPORT, MISSISSIPPI

A Mississippi Municipal Corporation
 2309 15th Street
 Gulfport, Mississippi 39501
 Telephone (228) 868-5811

a perpetual easement for construction, installation, operation and maintenance of drainage and utility systems over, across, and under the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

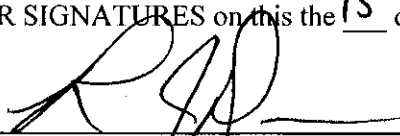
See Exhibit "A" and Exhibit "B" attached.

Grantor further grants unto the City of Gulfport and its employees and contractors a Right of Entry on Grantors' remaining and adjacent property for the purpose of construction and maintenance of said drainage and utility systems. Any damage caused to Grantor's remaining and adjacent property as a direct

result of the City's use of the Right of Entry will be repaired, as reasonably possible, to pre-damage condition.

INDEXING INSTRUCTIONS: **Block 16, STANDARD LAND COMPANY ADDITION, City of Gulfport, First Judicial District, Harrison County, Mississippi**

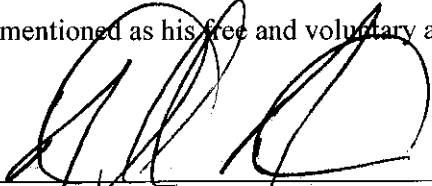
WITNESS OUR SIGNATURES on this the 15th day of JUNE, 2017.



RICK J. DEYOE, Managing Member of General Partner, Regency Way Apartments I, LLC
For and on behalf of Regency Way Apartments, L.P.

**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 15th day of JUNE, 2017, Rick J. Deyoe, Managing Member of General Partner, Regency Way Apartments I, LLC, for and on behalf of Regency Way Apartments I, LLC, who acknowledged to me that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed after first being duly authorized to do so.



NOTARY PUBLIC

My Commission Expires:

11/11/2017

(SEAL)

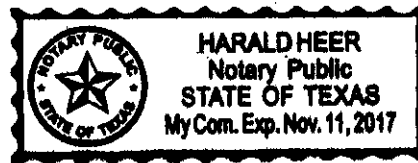


Exhibit "A"

Drainage and Utility Easement

A parcel of land (easement) located in and being a portion of Lots 1 through 14 inclusive, lying south of Brickyard Bayou, Block 16, STANDARD LAND COMPANY ADDITION (Subdivision Plat Book 2, Page 14); City of Gulfport, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

For the Point of Beginning, Commence at a 1/2" iron rod set at the northeast corner of said Lot 1, Block 16; thence S 00°04'44" E 20.56 feet along the east line of said Lot 1, Block 16 to a 1/2" iron rod set; thence S 71°30'22" W 536.39 feet to a 1/2" iron rod set on the south line of Lot 10, said Block 16; thence S 89°55'16" W 167.92 feet to a point located on the south line of said Lot 14, Block 16, said point also being located on the southerly mean high water line of Brickyard Bayou; thence meander easterly/northeasterly along said southerly mean high water line of Brickyard Bayou to a point located on the north line of Lot 2, said Block 16, said point also being located S 89°55'16" W 94.21 feet from the northeast corner of said Lot 1, Block 16; thence N 89°55'16" E 94.21 feet along the north line of said Block 16 to the said Point Of Beginning.

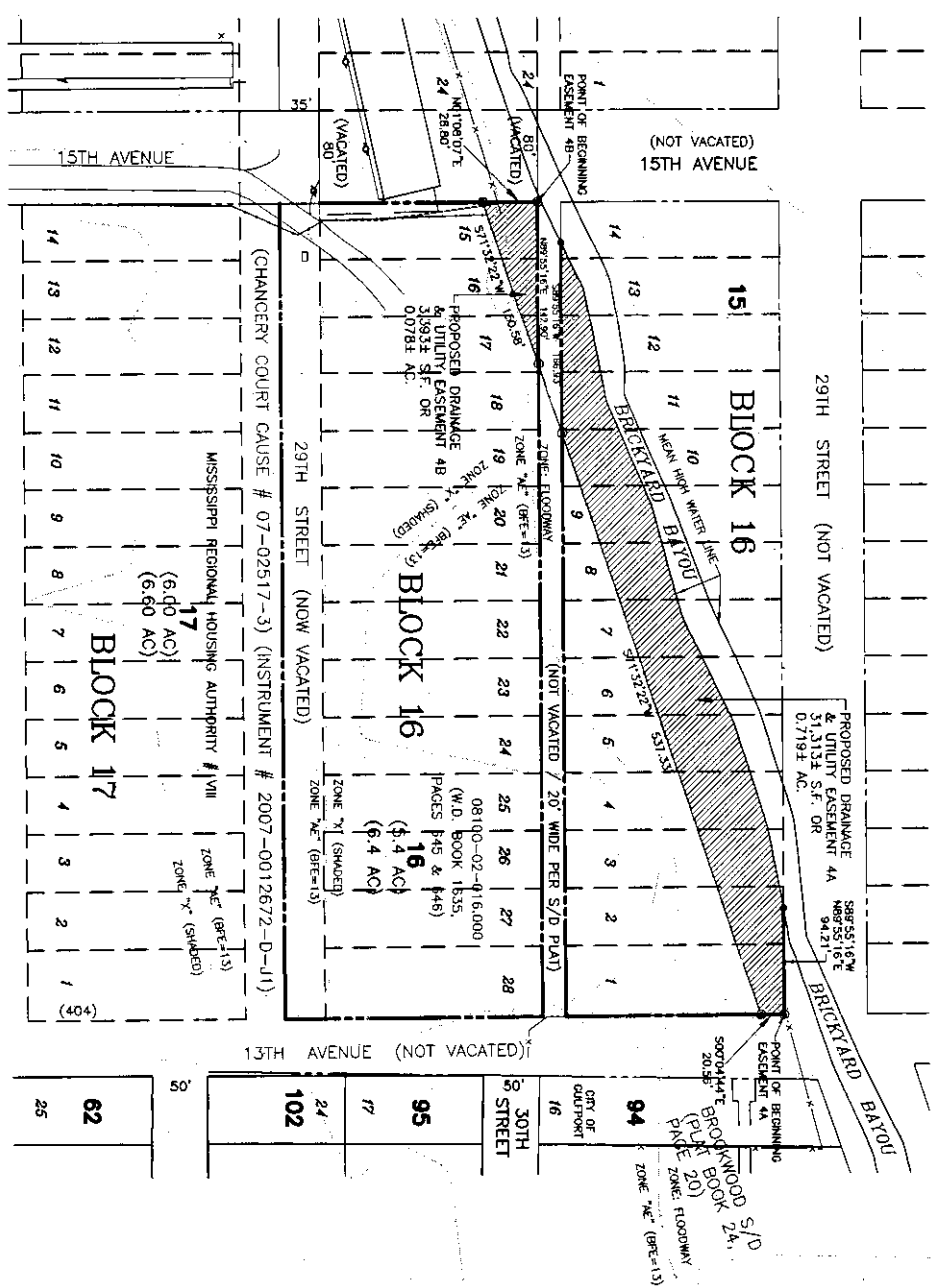
Said parcel of land (easement) contains 31,396 square feet or 0.721 acre, more or less.

AND

A parcel of land (easement) located in and being a portion of Lots 15, 16 and 17, Block 16, STANDARD LAND COMPANY ADDITION (Subdivision Plat Book 2, Page 14); City of Gulfport, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

For the Point Of Beginning, Commence at a 1/2" iron rod set at the northwest corner of said Lot 15, Block 16; thence N 89°55'16" E 144.00 feet to a 1/2" iron rod set on the north line of said Lot 17, Block 16; thence S 71°30'22" W 78.13 feet to a 1/2" iron rod set; thence S 16°09'45" E 29.25' to a 1/2" iron rod set; thence S 73°50'15" W 81.16 feet to a 1/2" iron rod set on the west line of said Lot 15, Block 16; thence N 00°04'44" W 75.27 feet along the west line of said Lot 15, Block 16 to the said Point Of Beginning.

Said parcel of land (easement) contains 5,594 square feet or 0.128 acre, more or less.



Legal Description: Proposed Drainage & Utility Easement 4A

A parcel of land (easement) located in and being a portion of Lot 1 through Lot 10, Block 15, STANDARD LAND COMPANY ADDITION (Subdivision Plat Book 2, Page 14), City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows:

For the Point of Beginning, Commence at the northeast corner of said Lot 1, Block 15, thence S 00°04'44" E 20.56 feet along the east line of said Lot 1, Block 15, thence S 71°32'22" W 53.733 feet to a point located on the south line of said Lot 10, Block 15, thence S 89°55'16" W 150.58 feet to a point located on the south line of said Lot 14, Block 16, Brickyard Bayou, thence proceed westerly/northeasterly along said south line of said Lot 2, Block 15, said point also being located on S 89°55'16" E 94.21 feet from the northeast corner of said Lot 1, Block 15, N 89°55'16" E 94.21 feet along the north line of said Block 16 to the said Point of Beginning, contains 31,313 square feet or 0.719 acre, more or less.

Legal Description: Proposed Drainage & Utility Easement 4B

A parcel of land (easement) located in and being a portion of Lots 15, 16 and 17, Block 16, STANDARD LAND COMPANY ADDITION (Subdivision Plat Book 2, Page 14), City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows:

For the Point of Beginning, Commence at the northeast corner of said Lot 15, Block 16, thence N 89°55'16" E 142.90 feet to a point located on the north line of said Lot 17, Block 16, thence S 71°32'22" W 150.58 feet to a point located on the west line of said Lot 15, Block 16, thence N 00°04'44" W 47.48 feet along the west line of said Lot 15, Block 16 to the said Point of Beginning, contains 3,393 square feet or 0.078 acre, more or less.

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

NOTE: By graphical plotting only, this easement parcel is located in "ZONE: FLOODWAY", "Zone AE" (EL 13) and "ZONE X" (OTHER FLOOD AREAS) of the flood hazard boundary and flood insurance rate map.

Community Panel No.: 2804/C0264G
Map revised: June 19, 2009

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

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

George W. Alexander
George W. Alexander, R.L.S.
K.M. P.L.S. No. 11716
September 14, 2015



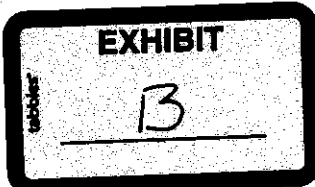
SHEET	CAD	G.M.H.
1	SURVEYOR	G.M.H.
OF	DATE	09-14-15
1	SCALE	SHOWN
	BMA#	3383-06
	FILE	3383-06-E4

BRICKYARD BAYOU
TAX PARCEL #08100-02-016.000
CITY OF GULFPORT, FIRST JUDICIAL DIST. OF HARRISON CO., MS
EASEMENT SURVEY

bma BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
www.bmoengineers.com

521 34th Street,
Gulfport, MS 39507
(228)864-7612
Fax(228)864-7676

796 Vieux Marche,
Biloxi, MS 39530
(228)436-7612
Fax(228)436-7676



SCANNED



J. Henderson 1st Judicial District
Instrument 2017 3423 D - J1
Filed/Recorded 5/31/2017 03:20 P
Total Fees \$ 16.00
12 Pages Recorded

This Instrument prepared by and to be returned to:

Margaret Murdock, Esq., MSB #9824
City of Gulfport
P.O. Box 1780
Gulfport, Mississippi 39502
(228) 868-5811



PERPETUAL DRAINAGE AND UTILITY EASEMENT

FOR AND IN CONSIDERATION of the sum of TWELVE THOUSAND, TWO HUNDRED and NO/100 Dollars (\$12,200.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned **Grantor**,

SANDERS TRACTOR COMPANY, INC.

12506 Lorraine Road
Biloxi, MS 39532
Telephone: (228) 392-1254

does hereby grant, convey, assign, and transfer unto **Grantee**,

CITY OF GULFPORT, MISSISSIPPI

A Mississippi Municipal Corporation
2309 15th Street
Gulfport, Mississippi 39501
Telephone (228) 868-5811

a perpetual easement for construction, installation, operation and maintenance of drainage and utility systems over, across, and under the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

See Exhibit "A" and Exhibit "B" attached.

Grantor further grants unto the City of Gulfport and its employees and contractors a Right of Entry on Grantors' remaining and adjacent property for the purpose of construction and maintenance of said

2

drainage and utility systems. Any damage caused to Grantor's remaining and adjacent property as a direct result of the City's use of the Right of Entry will be repaired, as reasonably possible, to pre-damage condition.

INDEXING INSTRUCTIONS: **Block 2, ORIGINAL GULFPORT**, City of Gulfport,
First Judicial District, Harrison County, Mississippi

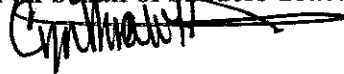
WITNESS OUR SIGNATURES on this the 31 day of May, 2017.



MARSHALL J. WILLIAMS, PRESIDENT

For and on behalf of Sanders Tractor Company, Inc.

POA



STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 31st day of May, 2017, Marshall J. Williams, President, for and on behalf of Sanders Tractor Company, Inc., who acknowledged to me that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed after first being duly authorized to do so.

Ruth E. Rock
NOTARY PUBLIC

My Commission Expires:

3/9/2021

(SEAL)



Exhibit "A"

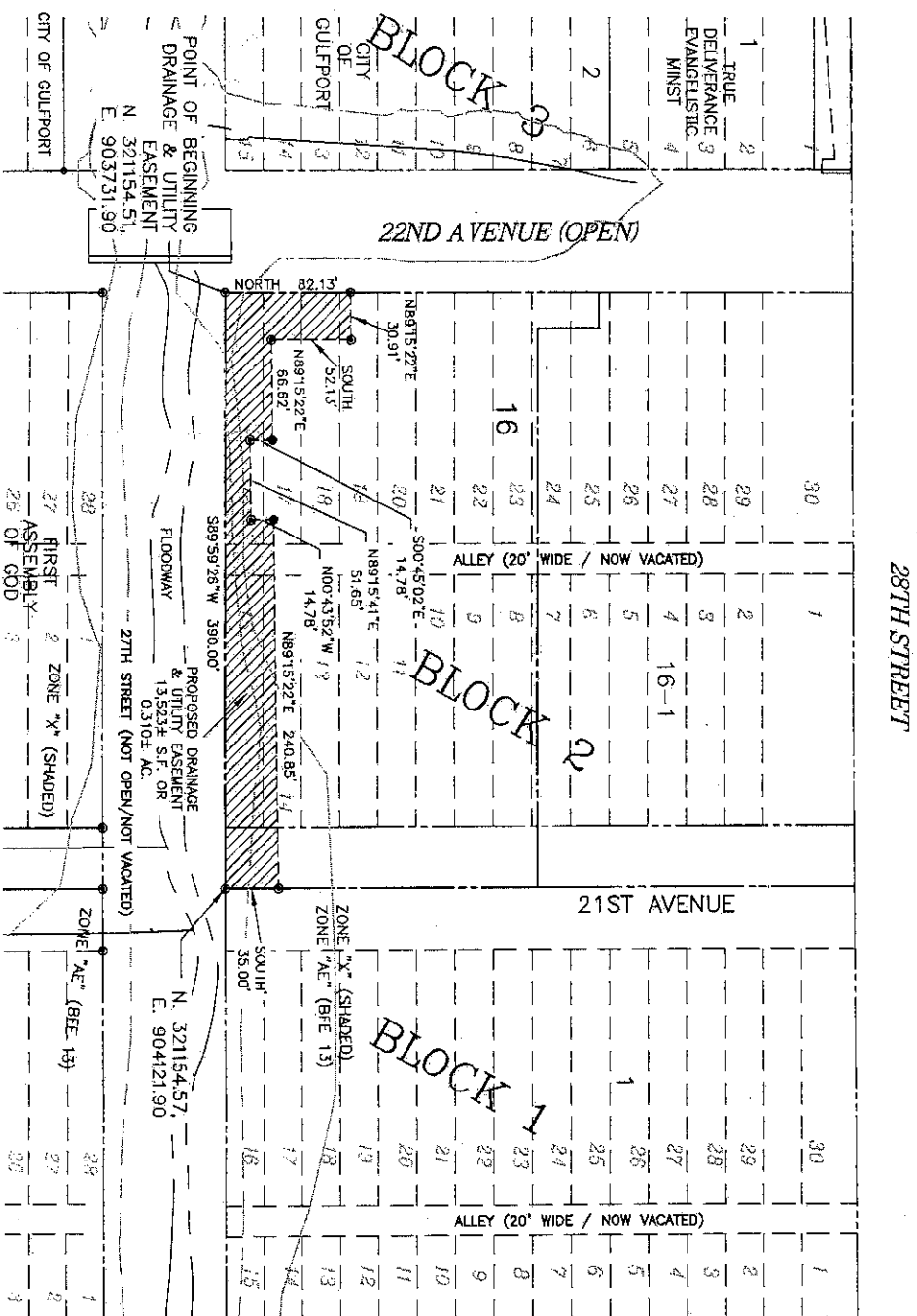
Drainage and Utility Easement

A parcel of land (Drainage & Utility Easement) being all of Lot 15, Block 2, also being located in and a portion of Lots 14, 16, 17, 18 and 19, Block 2; also being a portion of a vacated alley lying between said Lots 14, 15, 16 and 17, Block 2; also being a portion of 21st Avenue (now partly vacated) lying east of and contiguous with said Lots 14 and 15, Block 2, ORIGINAL GULFPORT (Plat Book 11, Page 9; Copy Plat Book 4A, Page 368), City of Gulfport, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

For the Point Of Beginning, Commence at a 1/2" iron rod set at the southwest corner of said Lot 16, Block 2, ORIGINAL GULFPORT (said Point Of Beginning having grid coordinates

N. 321154.51 and E. 903731.90 based on the Mississippi State Plane Coordinate System, East Zone, NAD 83 (in feet), coordinates and courses herein are grid values based on said coordinate system using a combined factor of (scale) 0.999957428 with a convergence angle of -00°07'45" (at the Point Of Beginning); thence North 82.13 feet along the west line of said Lots 16 through 19, Block 2 to a 1/2" iron rod set; thence N 89°15'22" E 30.91 feet to a 1/2" iron rod set; thence South 52.13 feet to a 1/2" iron rod set; thence N 89°15'22" E 66.62 feet to a point; thence S 00°45'02" E 14.78 feet to a 1/2" iron rod set; thence N 89°15'41" E 51.65 feet to a 1/2" iron rod set; thence N 00°43'52" W 14.78 feet to a point; thence N 89°15'22" E 240.85 feet to a 1/2" iron rod set on the center of right-of-way for 21st Avenue (now partly vacated); thence South 35.00 feet along said center of right-of-way of 21st Avenue (now partly vacated) to a 1/2" iron rod set on the north right-of-way of 27th Street; thence S 89°59'26" W 390.00 feet along the north right-of-way of 27th Street and along the south line of Lots 15 and 16, Block 2, ORIGINAL GULFPORT to the said Point Of Beginning.

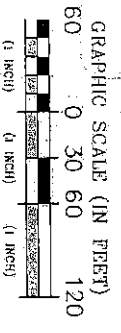
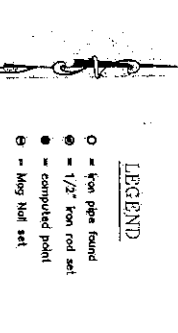
Said parcel of land (Drainage & Utility Easement) contains 13,523 square feet or 0.310 acre, more or less.



Legal Description: Drainage & Utility Easement 21

A parcel of land (Drainage & Utility Easement) being all of Lot 15, Block 2, also being located in and a portion of Lots 14, 16, 17, 18 and 19, Block 2; also being a portion of a vacated alley lying between said Lots 14, 15, 16 and 17, Block 2; also being a portion of 21st Avenue (now partly vacated) lying east of and contiguous with said Lots 14 and 15, Block 2, ORIGINAL GULFPORT (Plot Book 11, Page 8; Copy Plot Book 4A, Page 368), City of Gulfport, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

For the Point Of Beginning, Commence at a 1/2" iron rod set at the southwest corner of said Lot 16, Block 2, ORIGINAL GULFPORT (said Point Of Beginning having grid coordinates N. 321154.51 and E. 903731.90 based on the Mississippi State Plane Coordinate System, East Zone, NAD 83 (in feet), coordinates and courses herein are grid values based on said coordinate system using a combined factor of (scale) 0.999957428 with a convergence angle of -00°07'45" (at the Point Of Beginning); thence North 82.13 feet along the west line of said Lot 16 through 19, Block 2 to a 1/2" iron rod set; thence N 89°15'22" E 30.91 feet to a 1/2" iron rod set; thence South 52.13 feet to a 1/2" iron rod set; thence N 89°15'22" E 66.62 feet to a point; thence S 00°45'02" E 14.78 feet to a 1/2" iron rod set; thence N 89°15'41" E 51.65 feet to a 1/2" iron rod set; thence N 00°45'52" W 14.78 feet to a point; thence N 89°15'22" E 240.85 feet to a 1/2" iron rod set on the center of right-of-way for 21st Avenue (now partly vacated); thence South 35.00 feet along said center of right-of-way of 21st Avenue (now partly vacated) to a 1/2" iron rod set on the north right-of-way of 27th Street; thence S 89°59'26" W 390.00 feet along the north right-of-way of 27th Street and along the south line of Lots 15 and 16, Block 2, ORIGINAL GULFPORT to the said Point Of Beginning. Said parcel of land (Drainage & Utility Easement) contains 13,523 square feet or 0.310 acre, more or less.



Bearings for this survey are grid bearings based on the following datum: NAD83 Mississippi State Plane Coordinates East Zone, US Foot derived by a Leica RTK 1200 series G.P.S. receiver with an in house fixed base station. Scale Factor = 0.999957428 Convergence Angle = -00°07'45" (at Point Of Beginning) N. 321154.51, E. 903731.90

Subject parcel ownership information:
Sanders Tractor Co., Inc.
Overall area: 80399±SF or 1.846±AC
Harrison County Instrument#
Deed Book 777, Pages 380-381
Harrison County Tax parcel#
0811C-01-0016.000

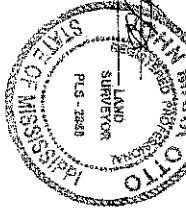
The following flood zone statement is for information purposes only, and this surveyor assumes no liability for the correctness of the referenced flood map. In addition, the following flood zone statement does not represent this surveyors opinion of the probability of flooding.

NOTE: By graphical plotting only, this easement parcel is located in "ZONE: FLOODWAY" and "Zone AE" (EL 13) of the flood hazard boundary and flood insurance rate map.
Community Panel No.: 28047C0264G
Map revised: June 16, 2009

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

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

John Mark Otto
John Mark Otto, P.S.
MS. P.L.S. No. 02868
January 31, 2017

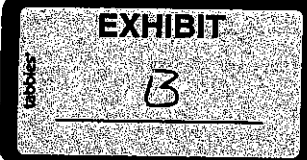


SHEET	CAD	DBT/JMO
1	SURVEYOR	JMO
OF	DATE	01-31-17
1	SCALE	SHOWN
	BMA#	3383-06
	FILE	3383-06-E21

BRICKYARD BAYOU
TAX PARCEL #0811C-01-016.000
CITY OF GULFPORT, FIRST JUDICIAL DIST. OF HARRISON CO., MS
DRAINAGE & UTILITY EASEMENT SURVEY (E-21)

bma BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
www.bmaengineers.com

401 Cowan Road, Suite A, Gulfport, MS 39507
(228) 864-7612
Fax (228) 864-7676
796 Vieux Marche, 2nd Floor, Biloxi, MS 39530
(228) 436-7612
Fax (228) 436-7676



DURABLE POWER OF ATTORNEY

Form to grant power of attorney to another for the conduct of business and other transactions, with the power remaining effective upon grantor's later disability

I, Marshall J. Williams of 12506 Lorraine Rd., Biloxi, Mississippi 39532, appoint Cynthia W. Hood of Biloxi, Mississippi, as my attorney-in-fact (agent) with the following powers to be exercised in my name and for my benefit:

1. General Grant of Power. To exercise or perform any act, power, duty, right, or obligation whatsoever that I now have or may hereafter acquired, relating to any person, matter, transaction, or property, real or personal, tangible or intangible, now owned or hereafter acquired by me, including, without limitation, the following specifically enumerated powers. I grant to my agent full power and authority to do everything necessary in exercising any of the powers granted here as fully as I might or could do if personally present, with full power of substitution or revocation, ratifying and confirming all that my agent shall lawfully do or cause to be done by virtue of this power of attorney and the powers granted here;
2. Collection Powers. To forgive, request, demand, sue for, recover, collect, receive, hold all such sums of money debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pension, profit sharing, retirement, social security, insurance and other contractual benefits and proceeds, all documents of title, all property, real or personal, intangible or tangible property and property rights, and demands whatsoever, liquidated or unliquidated, now or hereafter owned by, or due, owing, payable or belonging to, me or in which I have or may hereafter acquire an interest; to have, use, and take all lawful means and equitable and legal remedies and proceedings in my name for the collection and recovery of them, and to adjust, sell, compromise, and agree for the same, and to execute and deliver for me, on my behalf, and in my name, all endorsements, releases, receipts, or other sufficient discharges for the same;
3. Real Property Powers. To bargain, contract, agree for, option, purchase, acquire, receive, improve, maintain, repair, insure, plat, partition, safeguard, lease, demise, grant, bargain, sell, assign, transfer, remise, release, exchange, convey, mortgage, and hypothecate real estate and any interest in it (and including any interest which I hold with any other person as joint tenants with full rights of survivorship, or as tenants by the entireties), lands, tenements, and hereditaments, for such price, upon such terms and conditions, as my agent shall determine;
4. Personal Property Powers. To bargain, contract, agree for, purchase, option, acquire, receive, improve, maintain, repair, insure, safeguard, lease, assign, sell, exchange, redeem, transfer, mortgage, hypothecate, and in any and every way and manner deal in and with goods, wares, merchandise, furniture and furnishings, automobiles, bills, notes, debentures, bonds, stocks, limited partnership interests,

7

certificates of deposit, commercial paper, money market instruments, and other securities, choses in action and other tangible or intangible personal property in possession or in action, for such price, upon such terms and conditions, as my agent shall determine;

a. Gift Power. To make gifts of any kind, provided, however, that the aggregate of all gifts to one donee other than a charitable donee, in any one year shall not exceed my federal gift tax annual exclusion for the year in which the gifts are made, and this authority shall be non-cumulative [to include gifts to agent by agent, include here and see restrictions on agent's powers at paragraph 22];

5. Contract Powers. To make, do, and transact every kind of business of whatever nature, and also for me and in my name, and as my act and deed, to sign, seal, execute, deliver, and acknowledge such stock certificates, stock powers, assignments separate from certificate, deeds, conveyances, leases and assignments of leases, covenants, indentures, options, letters of intent, contracts, agreements, closing agreements, certificates, mortgages, hypothecations, bills of lading, bills, bonds, debentures, notes, receipts, evidence of debts, releases and satisfaction of mortgage, judgments and other debts, waivers of statutes of limitation, and such other documents and instruments in writing of whatever kind and nature as may be necessary or proper in the premises, as fully as I might do if done in my own capacity;

6. Banking Powers. To make, draw, sign in my name, deliver, and accept checks, drafts, receipts for moneys, notes, or other orders for the payment of money against, or otherwise make withdrawals from any commercial, checking, or savings account which I may have in my sole name or in joint name with my spouse or other person(s), in any bank or financial institution, for any purpose which my agent may think necessary, advisable or proper; and to endorse and negotiate in my name and deliver checks, drafts, notes, bills, certificates of deposit, commercial paper, money market instruments, bills of exchange, or other instruments for the payment of money and to deposit same, as cash or for collection, and cash into any commercial, checking, or savings account which I may have in my sole name or in joint name with my spouse or other person(s), in any bank or financial institution; and to carry on all my ordinary banking business;

7. Tax Returns. To prepare, execute, and file reports, returns, declaration, forms, and statements for any and all tax purposes including income, gift, real estate, personal property, intangibles tax, single business tax, or any other kind of tax whatsoever, to pay such taxes and any interest or penalty or additions to make and file objections, protests, claims for abatement, refund or credit in relation to any such tax proposed, levied or paid; to signify, as may be required by Section 2513 of the United States Internal Revenue Code of 1954, as amended, or any corresponding section of any future United States law, my consent to having one-half of any gift(s) made by my spouse considered as made by me; to represent me and to institute and prosecute proceedings in court or before any administrative authority to contest any such tax in whole or in part or for recovery of any amount paid in respect of any such tax, to defend or settle any amount paid in respect of any such tax, to give full and final receipt for any refund or credit and to endorse and collect any check or other voucher; to pay any and all such taxes and any interest, penalty, or other additional amounts, to employ attorneys, accountants, or other

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representatives and grant powers of attorney or letters of appointment for any of the purposes stated above;

8. Safe Deposit Box. To have access to any safe deposit box of which I am a tenant or co-tenant with full power to withdraw or change from time to time the contents of it; and to exchange or surrender the box and keys to it, renew any rental contract for it, and to do all things which any depository, association or bank, or its agents may require, releasing the lessor from all liability in connection with it;

9. Employ Agents. To employ and compensate agents, accountants, attorneys, real estate brokers, and other professional assistance and to retain and compensate such persons for services rendered; to waive any attorney-client privilege;

10. Motor Vehicles. To apply for a Certificate of Title upon, and endorse and transfer title, for any automobile, or other motor vehicle, and to represent in such transfer assignment that the title to the motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment;

11. Settlement Powers. To adjust, settle, compromise, or submit to arbitration any accounts, debts, claims, demands, disputes, or matters which are now subsisting or may hereafter arise between me or my agent and any other person or persons, or in which any property, right, title, interest, or estate belonging to or claimed by me may be concerned;

12. Legal Actions. To commence, prosecute, enforce, or abandon, or to defend, answer, oppose, confess, compromise, or settle all claims, suits, actions, or other judicial or administrative proceedings in which I am or may hereafter be interested, or in which any property, right, title, interest, or estate belonging to, coming to or claimed by me may be concerned;

13. Dividends. To receive all dividends which are or shall be payable on any and all shares of stock in any corporation which may stand in my name on the books of such corporation or to which I may be, in equity or otherwise, beneficially entitled; or to elect to reinvest such dividend, all as my agent may deem appropriate;

14. Vote Stock. To vote at all stockholder meetings of corporations and otherwise to act as my proxy or representative in respect of any shares now held or which may hereafter be acquired by me and for that purpose to sign and execute any proxies or other instruments in my name and on my behalf;

15. Transfer Stock. To sell, assign, transfer, and deliver all and any shares of stock standing in my name on the books of any corporation, or to which I may be, in equity or otherwise, beneficially entitled, and for the purpose to make and execute all necessary acts of assignment and transfer;

16. Insurance and Employee Benefit Plans. To redeem, surrender, borrow, extend, cancel, amend, pledge, alter, or change, including change of beneficiary of any insurance policies in which I may have an interest, as my agent may deem proper and expedient, and for such purpose to sign and execute any documents, affidavits, or forms required in

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my name and on my behalf, except however, my agent shall have no power and authority over life insurance policies I may own on my agent's life; and to exercise all powers and options involving retirement programs, compensation plans, pension, profit sharing, and other employee benefit plans;

17. Social Security and Government Benefits. To make application to any governmental agency for any benefit or government obligation to which I may be entitled; to endorse any checks or drafts made payable to me from any government agency for my benefit, including any Social Security checks;

18. Business Interests. To continue to conduct or participate in any business in which I may be engaged or to carry out, modify, or amend any agreement to which I may be a party, and to sell, exchange, modify, or terminate such interest to or with such person or persons as my agent may deem proper and on such terms and with such security as my agent may deem appropriate; execute partnership agreements, and amendments; incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate, or dissolve any business; elect or employ officers, directors, and agents; carry out the provisions of any agreement for the sale of any business interest or the stock in it;

19. Borrow. To borrow from time to time such sums of money and upon such terms as my attorney may think expedient for or in relation to any purpose or object which my agent may deem proper or expedient, unsecured or upon the security of any of my property, whether real or personal or otherwise, and for such purpose to give, execute in my name, deliver, and acknowledge promissory notes and/or renewals of, mortgages, pledges, and guaranties with such powers and provisions as my agent may think proper or requisite;

20. Debts and Expenses. To pay, compromise, and settle any and all bills, loans, notes, or other forms of indebtedness owed by me at the present time, or which may be owed by me or incurred by my agent for my benefit at any time in the future, and to incur and pay from any of my assets or property all reasonable expenses in connection with the control, management, and supervision of my property and the maintenance, support, care, and comfort of myself and those dependent upon me, including reasonable compensation for the services of my agent, and including the fees and charges of such agents, attorneys, accountants, or others as my agent may, in the exercise of discretion, employ in the management of any of my affairs;

21. Investments. To invest and reinvest in loans, stocks, bonds, including United States Bonds purchased at a discount but redeemable at face value, securities, real estate, life insurance, annuities, or endowment policies, or combinations of them, or in any other investment which my agent may deem proper; to reduce the interest rate at any time and from time to time on any mortgage or land contract; to deal with and give instructions to any brokerage firm with respect to the purchase, sale, or other disposition of securities and other assets, add assets to or withdraw assets from any account in my name, and sign any representation, certification, or agreement, including agreements regarding margin, option trading, or commodities accounts, that my agent deems advisable;

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22. Restrictions on Agent's Powers.

- a. My agent cannot execute a will or codicil on my behalf.
- b. My agent cannot execute any trust on my behalf, however, my agent can enter into a custodial agreement with a bank with trust powers.
- c. My agent cannot divert my assets to himself [or herself], his [or her] creditors or his [or her] estate.
- d. My agent shall not exercise, and shall not be vested with any incidents of ownership as to insurance policies insuring my agent's life, owned by me.
- e. My agent is a fiduciary, possessing no general or limited power of appointment.
- f. My agent shall not exercise any powers which I received from my agent in a fiduciary capacity, and my agent shall have no authority to exercise any powers, the exercise of which would cause assets of mine to be considered as taxable in my agent's estate for the purposes of the federal estate tax or the Mississippi inheritance tax;

23. Interpretation and Governing Law. This instrument is to be construed and interpreted as a general durable power of attorney. The enumeration of specific powers here is not intended to, nor does it, limit or restrict the general powers granted here to my agent. Paragraph headings are for convenience only and are not to be deemed to be part of this instrument. This instrument is executed and delivered in the state of Mississippi, and the laws of the state of Mississippi shall govern all questions as to the validity of this power and the construction of its provisions;

24. Third-Party Reliance. Third parties may rely upon the representation of my agent as to all matters relating to any power granted to my agent, and no person who may act in reliance upon the representations of my agent or the authority granted to my agent shall incur any liability to me or my estate as a result of permitting my agent to exercise any power, and for the purpose of inducing third parties to rely on this power of attorney, I warrant that, if this power of attorney is revoked by me or otherwise terminated, I will indemnify and save such third party harmless from any loss suffered or liability incurred by such third party in good faith reliance on the authority of my agent prior to such third party's actual knowledge of revocation or termination of this power of attorney whether such termination is by operation of law or otherwise. This warranty shall bind my heirs, devisees, and personal representatives;

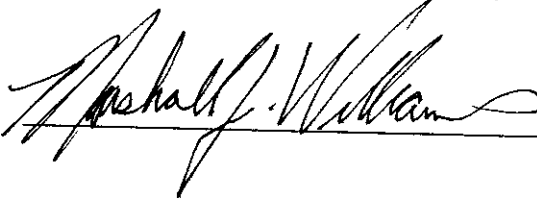
25. Disability of Principal. This power of attorney shall not be affected by my disability. The authority of my agent shall be exercisable notwithstanding my later disability or incapacity or later uncertainty as to whether I am alive. Any act done by my agent during any period of my disability or incompetency or during any period of uncertainty as to whether I am alive shall have the same effect as though I were alive, competent, and not disabled, and shall inure to the benefit of and bind me, my heirs, devisees, and personal representatives;

25. uncertainty as to whether I am alive shall have the same effect as though I were alive, competent, and not disabled, and shall inure to the benefit of and bind me, my heirs, devisees, and personal representatives;

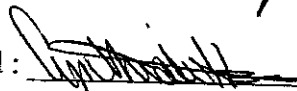
26. Photographic Copies. Photographic or other facsimile reproductions of this executed power may be made and delivered by my agent, and may be relied upon by any person to the same extent as though the copy were an original. Anyone who acts in reliance upon any representation or certificate of my agent, or upon a reproduction of this power, shall not be liable for permitting my agent to perform any act pursuant to this power.

I have signed and delivered this general durable power of attorney on January 1, 2007

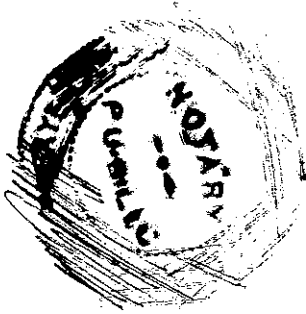
Marshall J. Williams :



Cynthia W. Hood :



Subscribed and sworn to before me in my
presence, this 1st day of January
2007, a Notary Public in and for the
County of Jackson State of Mississippi
Notary: Sharon L. Brand
(signature) Notary Public
My Commission expires Dec 28, 2008



and I did not at that time know the exact date of the death of the person named in the instrument. I am now told that the person died on the 14th day of July, 2008.

With the above information, I am now able to certify that the instrument was duly recorded in the County of Stone, Mississippi, on the 14th day of July, 2008, at 1:52 o'clock P.M. and was duly recorded in the County of Stone, Mississippi, on the 14th day of July, 2008, at 1:52 o'clock P.M.

DEED, LEASE, EASE, CANCELLATION, RELEASE, ORDER, DECREE, OATH (\$10.00)

[Handwritten signatures and notes]

and at the time of recording the instrument, I was duly qualified as the Clerk of the Chancery Court of said County, and I am now duly qualified as the Clerk of the Chancery Court of said County.



RECORDING FEES:
DEED OF TRUST (\$15.00) \$ _____
DEED, LEASE, LEIN, CANCELLATION, \$ 10.00
RELEASE, ORDER, DECREE, OATH (\$10.00) _____
EACH ADD'L PAGE AFTER 1st 15 @ \$1.00 EA. _____
SECTIONAL INDEX ENTRIES:
PER SECTION 1 @ \$1.00 EA. 1.00
MARGINAL ENTRIES @ \$1.00 EA. _____
COPIES @ \$0.50 EA. _____
CERTIFICATION @ \$1.00 EA. _____
MINERAL STAMPS \$ 11.00 pc

2/ Gift Title

The State of Mississippi
STONE COUNTY
I, The undersigned Clerk of the Chancery Court of said County, do certify, that this instrument was filed for record in my office at 1:52 o'clock P.M. on the 14 day of July 20 08 and was duly recorded in the County of Stone, Mississippi, on the 14th day of July, 2008, at 1:52 o'clock P.M. and was duly recorded in the County of Stone, Mississippi, on the 14th day of July, 2008, at 1:52 o'clock P.M.
of said County, Volume 248, Page 354-361
By Derald W. Bond CLERK
Stephan Lee D.E.

SCANNED



John 1st Judicial District.
 Instrument 2017 4184 D - J1
 Filed/Recorded 6/27/2017 01:50 P
 Total Fees \$ 15.00
 4 Pages Recorded

This Instrument prepared by and to be returned to:

Margaret Murdock, Esq., MSB #9824
 City of Gulfport
 P.O. Box 1780
 Gulfport, Mississippi 39502
 (228) 868-5811

REVIEWED

PERPETUAL DRAINAGE AND UTILITY EASEMENT

FOR AND IN CONSIDERATION of the sum of SIX THOUSAND, FOUR HUNDRED and NO/100 Dollars (\$6,400.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned **Grantor**,

TEDDY BEARS RESTORATION AND CARPET CLEANING, INC.

1899 28th Street
 Gulfport, MS 39501
 Telephone: (228) 896-8446

does hereby grant, convey, assign, and transfer unto **Grantee**,

CITY OF GULFPORT, MISSISSIPPI

A Mississippi Municipal Corporation
 2309 15th Street
 Gulfport, Mississippi 39501
 Telephone (228) 868-5811

a perpetual easement for construction, installation, operation and maintenance of drainage and utility systems over, across, and under the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

See Exhibit "A" and Exhibit "B" attached.

Grantor further grants unto the City of Gulfport and its employees and contractors a Right of Entry on Grantors' remaining and adjacent property for the purpose of construction and maintenance of said drainage and utility systems. Any damage caused to Grantor's remaining and adjacent property or the

easement property as a direct result of the City's use of the Right of Entry will be repaired, as reasonably possible, to, at a minimum, pre-damage condition.

INDEXING INSTRUCTIONS: **Block 6, ARLINGTON HEIGHTS ADDITION, City of Gulfport, First Judicial District, Harrison County, Mississippi**

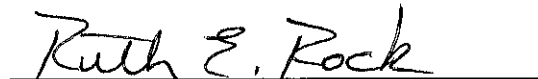
WITNESS OUR SIGNATURES on this the 22 day of JUNE, 2017.



Bobby Ware, President
For and on behalf of Teddy Bears Restoration and Carpet Cleaning, Inc.

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 22ND day of JUNE, 2017, Bobby Ware, President, for and on behalf of **TEDDY BEARS RESTORATION AND CARPET CLEANING, INC.** who acknowledged to me that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed after first being duly authorized to do so.


NOTARY PUBLIC

My Commission Expires:

3/9/2021

(SEAL)



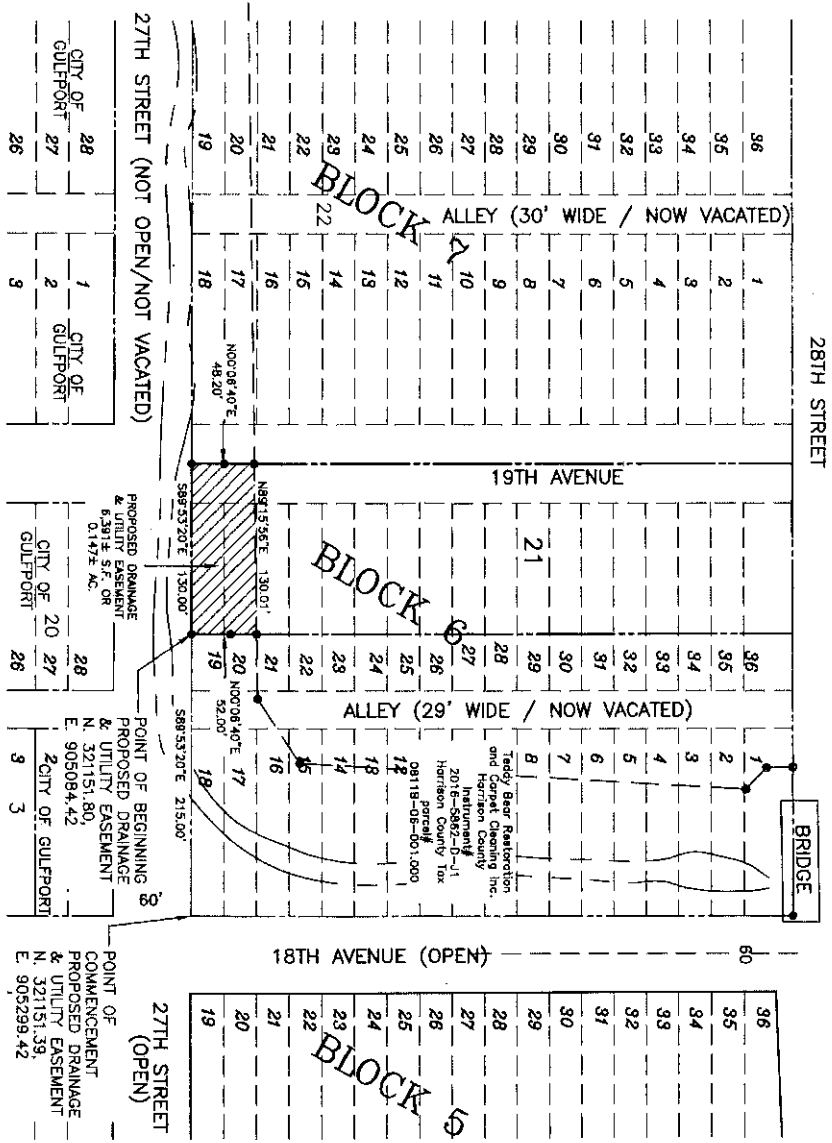
Exhibit "A"

Drainage and Utility Easement

A parcel of land (Drainage & Utility Easement) located in and being a portion of Lots 19, 20 and 21, Block 6; also being a portion of the East 1/2 of 19th Avenue (now partly vacated) lying west of and contiguous with said Lots 19, 20 and 21, Block 6, ARLINGTON HEIGHTS ADDITION (Plat Book 3, Page 57; City of Gulfport, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

Commence at a 1/2" iron rod set at the southeast corner of Lot 18, Block 6, ARLINGTON HEIGHTS ADDITION (said Point Of Commencement having grid coördinates N. 321151.39 and E. 905299.42 based on the Mississippi State Plane Coordinate System, East Zone, NAD 83 (in feet), coordinates and courses herein are grid values based on said coordinate system using a combined factor of (scale) 0.999957141 with a convergence angle of -00°07'36" (at the Point Of Commencement); thence N 89°53'20" W 215.00 feet along the south line of Lots 18 and 19, Block 6, ARLINGTON HEIGHTS ADDITION and also along the north right-of-way of 27th Street to the southwest corner of property now or formerly to Teddy Bear Restoration and Carpet Cleaning Inc. (Harrison County Instrument# 2016-5862-D-J1), said point being referenced by a 1/2" iron rod set N 00°06'40" E 30.00 feet from said point, said point being the Point Of Beginning; thence continue S 89°53'20" W 130.00 feet along the south line of said Lot 19, Block 6, ARLINGTON HEIGHTS ADDITION and also along said north right-of-way of 27th Street to a point being located on the center of right-of-way of 19th Avenue (now partly vacated) being referenced by a 1/2" iron rod set at N 00°06'40" E 25.00 feet from said point; thence from said point N 00°06'40" E 50.00 feet along said center of right-of-way of 19th Avenue (now partly vacated) to a 1/2" iron rod set; thence N 89°15'56" E 130.01 feet to a 1/2" iron rod set on the west boundary of said property now or formerly to Teddy Bear Restoration and Carpet Cleaning Inc.; thence S 00°06'40" W 52.00 feet to the said Point Of Beginning.

Said parcel of land (Drainage & Utility Easement) contains 6,391 square feet or 0.147 acre, more or less.

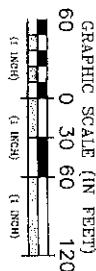
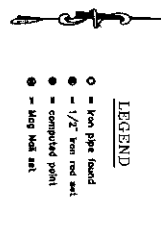


Legal Description: Drainage & Utility Easement 18

A parcel of land (Drainage & Utility Easement) located in and being a portion of Lots 19, 20 and 21, Block 6; also being a portion of the East 1/2 of 19th Avenue (now partly vacated) lying west of and contiguous with said Lots 19, 20 and 21, Block 6, ARLINGTON HEIGHTS ADDITION (Plot Book 3, Page 57; City of Gulfport, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

Commence at a 1/2" iron rod set at the southeast corner of Lot 18, Block 6, ARLINGTON HEIGHTS ADDITION (said Point of Commencement having grid coordinates N. 321151.39 and E. 905299.42 based on the Mississippi State Plane Coordinate System, East Zone, NAD 83 (in feet), coordinates and courses herein are grid values based on said coordinate system using a combined factor of (scale) 0.999957141 with a convergence angle of -00°07'36" (at the Point of Commencement); thence N 89°53'20" W 215.00 feet along the south line of Lots 18 and 19, Block 6, ARLINGTON HEIGHTS ADDITION and also along the north right-of-way of 27th Street; to the southwest corner of property now or formerly to Teddy Bear Restoration and Carpet Cleaning Inc. (Harrison County Instrument# 2016-5862-D-J1), said point being referenced by a 1/2" iron rod set N 00°06'40" E 30.00 feet from said point, said point being the Point of Beginning; thence continue S 89°53'20" W 130.00 feet along the south line of said Lot 19, Block 6, ARLINGTON HEIGHTS ADDITION and also along said north right-of-way of 27th Street to a point being located on the center of right-of-way of 19th Avenue (now partly vacated) being referenced by a 1/2" iron rod set at N 00°06'40" E 25.00 feet from said point; thence from said point N 00°06'40" E 50.00 feet along said center of right-of-way of 19th Avenue (now partly vacated) to a 1/2" iron rod set; thence N 89°15'56" E 130.01 feet to a 1/2" iron rod set on the west boundary of said property now or formerly to Teddy Bear Restoration and Carpet Cleaning Inc.; thence S 00°06'40" W 52.00 feet to the said Point of Beginning.

Said parcel of land (Drainage & Utility Easement) contains 6,391 square feet or 0.147 acre, more or less.



Beings for this survey are grid bearings based on the following datum: NAD83 Mississippi State Plane Coordinates East Zone, US Survey Foot, 1200 feet per inch, 1 inch = 100 feet. Series C.P.S. Reader with an in house fixed base station. Scale Factor = 0.999957141. Convergence Angle = -00°07'36" (at Point of Commencement) N. 321151.39, E. 905299.42

Subject parcel ownership information: Teddy Bear Restoration and Carpet Cleaning Inc. Overall area: 60112±SF or 1.380±AC. Harrison County Instrument# 2016-5721-D-J1. Harrison County Tax parcel# 0811B-06-021.000

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

NOTE: By graphical plotting only, this easement parcel is located in "ZONE: FLOODWAY" and "Zone AE" (EL 13) of the flood hazard boundary and flood insurance rate map. Community Panel No.: 28047002646. Map revised: June 16, 2009

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

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

John Mark Otto
JOHN MARK OTTO
REGISTERED PROFESSIONAL SURVEYOR
PLS. #860
MS. P.L.S. No. 02868
January 31, 2017 (Revised)
February 21, 2017

SHEET	CAD	J.M.O.
1	SURVEYOR	J.M.O.
OF	DATE	02-21-17
1	SCALE	SHOWN
	BMA#	3383-04
	FILE	3383-04-E18

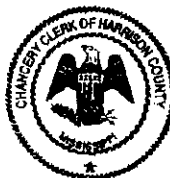
BRICKYARD BAYOU
TAX PARCEL #0811B-06-021.000
CITY OF GULFPORT, FIRST JUDICIAL DIST. OF HARRISON CO., MS
DRAINAGE & UTILITY EASEMENT SURVEY (E-18)

bma BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
www.bmaengineers.com

521 34th Street,
Gulfport, MS 39507
(228) 864-7412
Fax (228) 864-7676
794 Vieux Marche,
2nd Floor,
Biloxi, MS 39530
(228) 436-7612
Fax (228) 436-7676



SCANNED



J. H. H. H. 1st Judicial District
 Instrument 2017 5582 D - J1
 Filed/Recorded 8/16/2017 11:18 A
 Total Fees \$ 12.00
 4 Pages Recorded



This Instrument prepared by and to be returned to:

Margaret Murdock, Esq., MSB #9824
 City of Gulfport
 P.O. Box 1780
 Gulfport, Mississippi 39502
 (228) 868-5811



PERPETUAL DRAINAGE AND UTILITY EASEMENT

FOR AND IN CONSIDERATION of the sum of TWENTY-SEVEN THOUSAND, TWO HUNDRED and NO/100 Dollars (\$27,200.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned **Grantor**,

TRUAX INVESTMENTS, LLC
 P.O. Box 96
 Gulfport, MS 39502
 Telephone: (228) 863-8620

does hereby grant, convey, assign, and transfer unto **Grantee**,

CITY OF GULFPORT, MISSISSIPPI
 A Mississippi Municipal Corporation
 2309 15th Street
 Gulfport, Mississippi 39501
 Telephone (228) 868-5811

a perpetual easement for construction, installation, operation and maintenance of drainage and utility systems over, across, and under the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

See Exhibit "A" and Exhibit "B" attached.

Grantor further grants unto the City of Gulfport and its employees and contractors a Right of Entry on Grantors' remaining and adjacent property for the purpose of construction and maintenance of said drainage and utility systems. Any damage caused to Grantor's remaining and adjacent property or the



easement property as a direct result of the City's use of the Right of Entry will be repaired, as reasonably possible, to, at a minimum, pre-damage condition.

INDEXING INSTRUCTIONS:

**Block 46, ORIGINAL GULFPORT, City of Gulfport,
First Judicial District, Harrison County, Mississippi**

WITNESS OUR SIGNATURES on this the 2nd day of AUGUST, 2017.

William F. Truax, President

William F. Truax, President

For and on behalf of Truax Investments, LLC

STATE OF Nebraska
COUNTY OF Buffalo

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 2 day of August, 2017, William F. Truax, President, for and on behalf of Truax Investments, LLC, who acknowledged to me that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed after first being duly authorized to do so.

Tonya Skiles

NOTARY PUBLIC

My Commission Expires:

9/20/2019

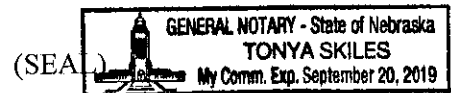


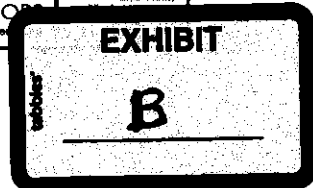
Exhibit "A"

Drainage and Utility Easement

A parcel of land (Drainage & Utility Easement) located in and being a portion of the property now or formerly to Truax Investments, LLC., described in Harrison County Instrument 2007-10915-D-J1, said parcel located in and being a portion of now vacated 27th Avenue, City of Gulfport, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

Commence at 1/2" iron rod set at northeast corner of Lot 28, Block 46, ORIGINAL GULFPORT (Plat Book 11, Page 9; Copy Plat Book 4A, Page 368) said point also being located on the south right-of-way of Pass Road; thence N 89°58'58" W 106.28 feet along the north line of said Lot 28 and also along said south right-of-way of Pass Road to a 1/2" iron rod set, said point also being the Point Of Beginning, (said Point Of Beginning having grid coordinates N. 320174.65 and E. 901761.92 based on the Mississippi State Plane Coordinate System, East Zone, NAD 83 (in feet), coordinates and courses herein are grid values based on said coordinate system using a combined factor of (scale) 0.999957795 with a convergence angle of -00°07'56" (at the Point Of Beginning); thence S 02°08'56" W 294.15 feet to a 1/2" iron rod set; thence S 30°56'41" W 39.84 feet to a 1/2" iron rod set; thence S 38°23'59" E 26.57 feet to a 1/2" iron rod set; thence S 51°36'01" W 31.84 feet to a 1/2" iron rod set on the west boundary of said property now or formerly to Truax Investments, LLC.; thence N 00°35'06" W 368.75 feet along said west boundary of property now or formerly to Truax Investments, LLC. to a 1/2" iron rod set at the northwest corner of said property now or formerly to Truax Investments, LLC, said point also being located on said south right-of-way of Pass Road; thence S 89°58'58" E 43.73 feet along said south right-of-way of Pass Road to the said Point Of Beginning.

Said parcel of land (Drainage & Utility Easement) contains 12,054 square feet or 0.277 acre, more or less.



SCANNED



John H. Williams 1st Judicial District
 Instrument 2018 1110 D - J1
 Filed/Recorded 2/26/2018 10:46 A
 Total Fees \$ 12.00
 4 Pages Recorded

This Instrument prepared by and to be returned to:

Margaret Murdock, Esq., MSB #9824
 City of Gulfport
 P.O. Box 1780
 Gulfport, Mississippi 39502
 (228) 868-5811



PERPETUAL DRAINAGE AND UTILITY EASEMENT

FOR AND IN CONSIDERATION of the sum of FIVE THOUSAND, FIVE HUNDRED and NO/100 Dollars (\$5,500.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned **Grantors**,

BERNICE WILLIAMS
 10815 South Normal Avenue
 Chicago, Illinois 60628
 Telephone: (773)928-8946

do hereby grant, convey, assign, and transfer unto **Grantee**,

CITY OF GULFPORT, MISSISSIPPI
 A Mississippi Municipal Corporation
 2309 15th Street
 Gulfport, Mississippi 39501
 Telephone (228) 868-5811

a perpetual easement for construction, installation, operation and maintenance of drainage and utility systems over, across, and under the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

See Exhibit "A" and Exhibit "B" attached.

Grantors further grant unto the City of Gulfport and its employees and contractors a Right of Entry on Grantors' remaining and adjacent property for the purpose of construction and maintenance of said drainage and utility systems. Any damage caused to Grantors' remaining and adjacent property or the

easement property as a direct result of the City's use of the Right of Entry will be repaired, as reasonably possible, to, at a minimum, pre-damage condition.

INDEXING INSTRUCTIONS:

**Block 21, Original Gulfport, City of Gulfport,
First Judicial District, Harrison County, Mississippi**

WITNESS OUR SIGNATURES on this the 21 day of FEB, 2018.

Bernice Williams
BERNICE WILLIAMS

**STATE OF ILLINOIS
COUNTY OF COOK**

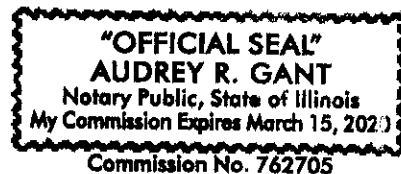
PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 21 day of FEB, 2018, BERNICE WILLIAMS, who acknowledged to me that she signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as her free and voluntary act and deed.

Audrey R. Gant
NOTARY PUBLIC

My Commission Expires:

3/15/2020

(SEAL)



[REST OF PAGE LEFT BLANK INTENTIONALLY.]

Exhibit "A"

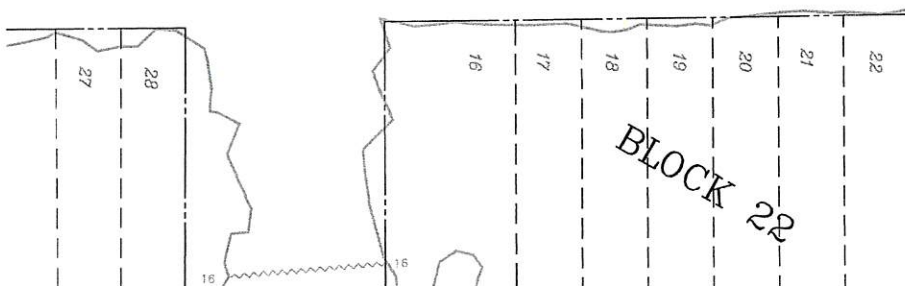
Drainage and Utility Easement

A parcel of land (Drainage & Utility Easement) being the south 15 feet of the property described in Harrison County Instrument No. 2009-5508-D-J1, said parcel located in and being a portion of a platted 20 foot alley, vacated by the City of Gulfport, Minute Book 22 at Page 183, and a portion of Lot 14, Block 21, ORIGINAL GULFPORT (Plat Book 11, Page 9; Copy Plat Book 4A, Page 368), City of Gulfport, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

For the Point Of Beginning, Commence at a 1/2" iron rod found at the southeast corner of said Lot 14, Block 20, said point also being the intersection of the west right-of-way of 25th Avenue (also known as U.S. Highway 49) and the North right-of-way of 26th Street, (said Point Of Beginning having grid coordinates N. 320722.49 and E. 902282.70 based on the Mississippi State Plane Coordinate System, East Zone, NAD 83 (in feet), coordinates and courses herein are grid values based on said coordinate system using a combined factor of (scale) 0.999957697 with a convergence angle of -00°07'53" (at the Point Of Beginning); thence N 89°55'38" W 111.94 feet along said North right-of-way of 26th Street to a 1/2" iron rod found on a portion of the east boundary of property now or formerly to Humane Society of South Mississippi (HSSM) (Deed Book 1612, Page 332); thence N 01°17'35" W 15.00 feet to a point along said portion of the east boundary of property now or formerly to HSSM to a point; thence

S 89°55'38" E 112.12 feet to a point located on said west right-of-way of 25th Avenue (also known as U.S. Highway 49); thence S 00°36'43" E 15.00 feet along said west right-of-way of 25th Avenue (also known as U.S. Highway 49) to the said Point Of Beginning.

Said parcel of land (Drainage & Utility Easement) contains 1,680 square feet or 0.039 acre, more or less.



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

NOTE: By graphical plotting only, this assessment parcel is located in "Zone AE" base flood elevation 17 and "Zone AE" between base flood elevation the 16 and 17 of the flood hazard boundary and flood insurance rate map. Community Parcel No. 2004702264C Map revised: June 16, 2004

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

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

Subject parcel ownership information:
Bernice Williams
Overall acre: 15857-SF or 0.3642AC
Harrison County Instrument:
2009-5508-0-11
Harrison County Tax parcel#
0811C-05-017.001

Scale Factor = 0.999957687
Convergence Angle = -0°07'53"
(at Point Of Beginning)
N. 320722.49, E. 902282.70

GRAPHIC SCALE (IN FEET)

30 0 15 30 60

(1 INCH) (1 INCH) (1 INCH)

○ = 1/2" iron rod found (unless otherwise noted)
⊗ = 1/2" iron rod set
● = computed point

LEGEND

1 OF 1

CAD	DBT
SURVEYOR	JMO
DATE	05-11-17
SCALE	SHOWN
BMA #	3383-06
FILE	3383-06-E26

BRICKYARD BAYOU
TAX PARCEL #0811C-05-017.001
CITY OF GULFPORT, FIRST JUDICIAL DIST. OF HARRISON CO., MS

DRAINAGE & UTILITY EASEMENT SURVEY (E-26)

bma BROWN, MITCHELL
& ALEXANDER, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
www.bmaengineers.com

401 Cowan Road,
Suite A,
Gulfport, MS 39507
(228)864-7612
Fax(228)864-7676

796 Vieux Marche,
2nd Floor,
Biloxi, MS 39530
(228)436-7612
Fax.(228)436-7676

EXHIBIT
B

SCANNED



J. H. H. 1st Judicial District
Instrument 2017 6441 D -J1
Filed/Recorded 9/19/2017 12:00 N
Total Fees \$ 12.00
5 Pages Recorded

This Instrument prepared by and to be returned to:

Margaret Murdock, Esq., MS Bar #9824
City of Gulfport
Post Office Box 1780
Gulfport, Mississippi 39502-1780
(228) 868-5811



SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of SEVENTEEN THOUSAND, EIGHT HUNDRED and NO/100 (\$17,800.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **Grantors,**

LARRY L. and PATRICIA K. WILSON

13 Mockingbird Land
Gulfport, MS 39507
Telephone (228) 326-9750

do hereby sell, convey and specially warrant unto **Grantee,**

CITY OF GULFPORT, MISSISSIPPI

A Mississippi Municipal Corporation
Post Office Box 1780
Gulfport, Mississippi 39502-1780
Telephone (228) 868-5811

the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, to-wit:

See Exhibit "A" and Exhibit "B" attached.

INDEXING INSTRUCTIONS: Block 19, STANDARD LAND COMPANY ADDITION,
City of Gulfport, First Judicial District
Harrison County, Mississippi

This conveyance is less and except any and all recorded oil, gas or other mineral rights granted, reserved or excepted by former owners, and is subject to any and all recorded restrictions or covenants and any and all presently existing or recorded easements or rights-of-way affecting said property.

WITNESS MY SIGNATURE on this the 1st day of SEPTEMBER, 2017.


LARRY L. WILSON


PATRICIA K. WILSON

[REST OF PAGE LEFT BLANK INTENTIONALLY]

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 1st day of September, 2017, LARRY L. WILSON, who acknowledged to me that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed.

Ruth E. Rock
NOTARY PUBLIC

My Commission Expires:

3/9/2021

(SEAL)



STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 1st day of September, 2017, PATRICIA K. WILSON, who acknowledged to me that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed.

Ruth E. Rock
NOTARY PUBLIC

My Commission Expires:

3/9/2021

(SEAL)



Exhibit "A"

A parcel of land located in and being a portion of Lots 1 and 2, and a portion of now vacated 17th avenue and the south 1/2 of vacated 29th Street, Block 19, STANDARD LAND COMPANY ADDITION (Subdivision Plat Book 2, Page 14), being the property now or formerly to Larry L. Wilson and Patricia K. Wilson (hereafter Wilson),(D.B. 1661, PG. 458); City of Gulfport, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

Commence at a railroad spike found at the southwest corner of Lot 23, Block 19, said STANDARD LAND COMPANY ADDITION; thence N 00°13'49" W 201.48 feet along the west boundary of said Lot 23 and the northerly extension thereof to a 1/2" iron rod found at the southwest corner of said property now or formerly to Wilson; thence N 00°20'09" W 115.69 feet along the west boundary of said property now or formerly Wilson, to a 1/2" iron rod set at the Point Of Beginning, (said Point Of Beginning having grid coordinates N. 321979.51 and E. 905592.52 based on the Mississippi State Plane Coordinate System, East Zone, NAD 83 (in feet), coordinates and courses herein are grid values based on said coordinate system using a combined factor of (scale) 0.999957088 with a convergence angle of -00°07'34" (at the Point Of Beginning); thence N 00°20'09" W 84.31 feet to a 1/2" iron rod set at the northeast corner of said property now or formerly to Wilson; thence S 89°39'11" E 140.96 feet along the north boundary of said property now or formerly to Wilson to a point located at the northeast corner of said property now or formerly to Wilson; thence S 00°04'44" E 39.45 feet along the east boundary of said property now or formerly to Wilson to a 1/2" iron rod set; thence S 71°28'21" W 138.84 feet to a 1/2" iron rod set; thence N 89°16'12" W 8.87 feet to a point on the west boundary of Lot 2, said Block 19, said point being the Point Of Beginning,

Said parcel of land contains 8,917 square feet or 0.205 acre, more or less

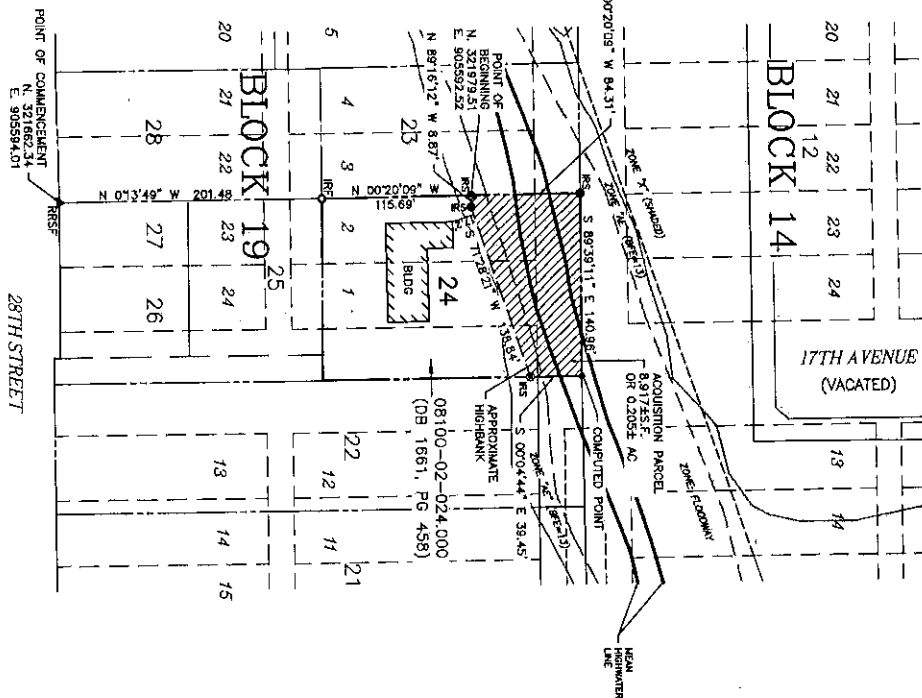
SL 1385-06/1385-06-E12.dwg/Plotted 06.15.2017/DBT

Legal Description: Acquisition Parcel (Wilson)

A parcel of land located in and being a portion of Lots 1 and 2, and a portion of now vacated 17th Avenue and the south 1/2 of vacated 28th Street, Block 19, STANDARD LAND COMPANY ADDITION (Subdivision Plat Book 2, Page 14), being the property now or formerly to Larry L. Wilson and Patricia K. Wilson (hereinafter "Wilson"), (DB, 1661, Pg. 458); City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows:

Commence at a railroad spike found at the southwest corner of Lot 23, Block 19, said STANDARD LAND COMPANY ADDITION; thence N 00°13'48" W 201.48 feet along the west boundary of said Lot 23 and the northerly extension thereof to a 1/2" iron rod found at the southwest corner of said property now or formerly to Wilson; thence N 00°20'09" W 115.69 feet along the west boundary of said property now or formerly Wilson, to a 1/2" iron rod set at the Point Of Beginning, (beginning and courses being grid coordinates N. 321879.51 and E. 905592.52 based on the Mississippi State Plane Coordinate System, East Zone, NAD83, (at the Point Of Beginning); thence N 00°20'09" W 84.31 feet to a 1/2" iron rod set at the Point Of Beginning; thence S 89°39'11" E 140.96 feet along the north boundary of said property now or formerly to Wilson; thence S 71°28'21" W 138.84 feet to a 1/2" iron rod set; thence S 89°39'11" E 140.96 feet to a point on the west boundary of Lot 2, said Block 19, said point being the Point Of Beginning.

Said parcel of land contains 8,917 square feet or 0.205 acre, more or less



- LEGEND**
- = iron rod / pipe found
 - = 1/2" iron rod set
 - = completed point
 - ▲ = RT water found

Bearings for this survey are grid bearings based on the following datum: NAD83 Mississippi State Plane Coordinates East Zone, US Foot, derived by a Leica TRK 1200 total station. The survey was run in house fixed base station. Scale Factor = 0.999970988. Convergence Angle = -00°07'34" (at Point Of Beginning). N. 321879.51, E. 905592.52

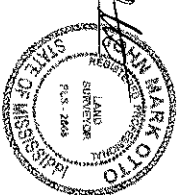
Subject parcel ownership information: Larry L. Wilson and Patricia K. Wilson Overall area: 26,195.55 square feet. Harrison County Plat Book 1661, Page 458-459. Harrison County Tax Parcel # 08100-02-024.000

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

NOTE: By graphical plotting only, this easement parcel is located in ZONE: FLOODWAY and ZONE: METEL 15) of the flood hazard boundary and flood insurance rate map. Community Panel No.: 28047C02849 Effective Date: June 16, 2009

NOTE: This survey "Done By" was made in accordance with the Standards of Practice for Surveying in the State of Mississippi, August 2015. This is to CERTIFY that I have surveyed the property described and delineated the same, and that the measurements and data obtained are correct to the best of my knowledge and belief.

John Mark Otto
John Mark Otto, P.S.
MS, P.S. No. 02888
May 30, 2017
(Revised June 15, 2017)



SHEET	CAD	DBT
1	SURVEYOR	JMO
OF	DATE	06.15.2017
1	SCALE	SHOWN
	BMA#	3383-06
	FILE	3383-06-E12

BRICKYARD BAYOU
TAX PARCEL #08100-02-024.000
CITY OF GULFPORT, FIRST JUDICIAL DIST. OF HARRISON CO., MS
ACQUISITION PARCEL SURVEY

bma **BROWN, MITCHELL & ALEXANDER, INC.**
CONSULTING ENGINEERS & LAND SURVEYORS
www.bmaengineers.com

401 Cowan Road
Suite A
Gulfport, MS 39507
(228)844-7412
Fax (228)844-7574
794 Vieux Marche,
2nd Floor,
Biloxi, MS 39530
(228)436-7612
Fax (228)436-7676

EXHIBIT

A

SCANNED



J. H. H. H. 1st Judicial District
 Instrument 2017 4185 D -J1
 Filed/Recorded 6/27/2017 01:51 P
 Total Fees \$ 33.00
 4 Pages Recorded

REVIEWED

This Instrument prepared by and to be returned to:

Margaret Murdock, Esq., MSB #9824
 City of Gulfport
 P.O. Box 1780
 Gulfport, Mississippi 39502
 (228) 868-5811

PERPETUAL DRAINAGE AND UTILITY EASEMENT

FOR AND IN CONSIDERATION of the sum of FOURTEEN THOUSAND, ONE HUNDRED and NO/100 Dollars (\$14,100.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned **Grantor**,

TEDDY BEARS RESTORATION AND CARPET CLEANING, INC.

1899 28th Street
 Gulfport, MS 39501
 Telephone: (228) 896-8446

does hereby grant, convey, assign, and transfer unto **Grantee**,

CITY OF GULFPORT, MISSISSIPPI

A Mississippi Municipal Corporation
 2309 15th Street
 Gulfport, Mississippi 39501
 Telephone (228) 868-5811

a perpetual easement for construction, installation, operation and maintenance of drainage and utility systems over, across, and under the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

See Exhibit "A" and Exhibit "B" attached.

Grantor further grants unto the City of Gulfport and its employees and contractors a Right of Entry on Grantors' remaining and adjacent property for the purpose of construction and maintenance of said drainage and utility systems. Any damage caused to Grantor's remaining and adjacent property or the

easement property as a direct result of the City's use of the Right of Entry will be repaired, as reasonably possible, to, at a minimum, pre-damage condition.

INDEXING INSTRUCTIONS: Block 6, ARLINGTON HEIGHTS ADDITION, City of Gulfport, First Judicial District, Harrison County, Mississippi

WITNESS OUR SIGNATURES on this the 22nd day of JUNE, 2017.

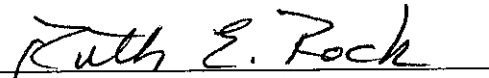


Bobby Ware, President

For and on behalf of Teddy Bears Restoration and Carpet Cleaning, Inc.

**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 22nd day of JUNE, 2017, Bobby Ware, President, for and on behalf of **TEDDY BEARS RESTORATION AND CARPET CLEANING, INC.** who acknowledged to me that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed after first being duly authorized to do so.



NOTARY PUBLIC

My Commission Expires:

3-9-2021

(SEAL)



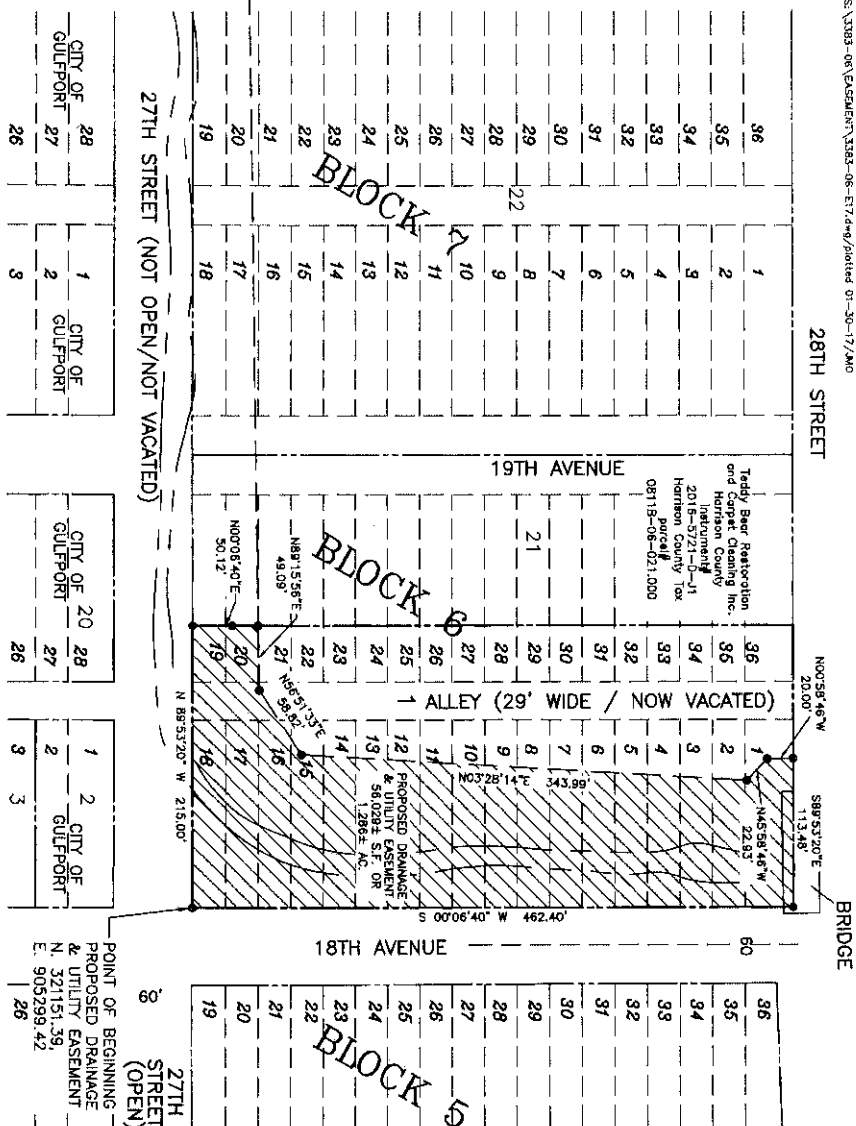
Exhibit "A"

Drainage and Utility Easement

A parcel of land (Drainage & Utility Easement) being all of Lots 17 and 18 Block 6; also being located in and a portion of Lots 1 through 16 inclusive, Block 6; also being located in and a portion of Lots 19, 20 and 21, Block 6; also being a portion of a vacated alley lying between said Lots 16 through 21 inclusive, Block 6, ARLINGTON HEIGHTS ADDITION (Plat Book 3, Page 57; City of Gulfport, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

For the Point Of Beginning, Commence at a 1/2" iron rod set at the southeast corner of said Lot 18, Block 6, ARLINGTON HEIGHTS ADDITION (said Point Of Beginning having grid coordinates N. 321151.39 and E. 905299.42 based on the Mississippi State Plane Coordinate System, East Zone, NAD 83 (in feet), coordinates and courses herein are grid values based on said coordinate system using a combined factor of (scale) 0.999957141 with a convergence angle of -00°07'36" (at the Point Of Beginning); thence N 89°53'20" W 215.00 feet along the south line of said Lots 18 and 19, Block 6, ARLINGTON HEIGHTS ADDITION and along the north right-of-way of 27th Street to the southeast corner of property now or formerly to Teddy Bear Restoration and Carpet Cleaning Inc. (Harrison County Instrument# 2016-5721-D-J1), said point being referenced by a 1/2" iron rod set N 00°06'40" E 30.00 feet from said point; thence from said point N 00°06'40" E 50.12 feet along the east boundary of said property now or formerly to Teddy Bear Restoration and Carpet Cleaning Inc. to a 1/2" iron rod set; thence N 89°15'56" E 49.09 feet to a 1/2" iron rod set; thence N 56°51'33" E 58.82 feet to a 1/2" iron rod set; thence N 03°28'14" E 343.99 feet to a 1/2" iron rod set; thence N 45°58'46" W 22.93 feet to a 1/2" iron rod set; thence N 00°58'46" W 20.00 feet to a Mag Nail set in asphalt on the north line of Lot 1, Block 6, ARLINGTON HEIGHTS ADDITION; thence S 89°53'20" E 113.48 feet along the north line of said lot 1 to the northeast corner of said Lot 1, Block 6, ARLINGTON HEIGHTS ADDITION; thence S 00°06'40" W 462.40 feet along the east line of said Lots 1 through 18 inclusive, Block 6, ARLINGTON HEIGHTS ADDITION to the said Point Of Beginning.

Said parcel of land (Drainage & Utility Easement) contains 56,029 square feet or 1.286 acre, more or less.



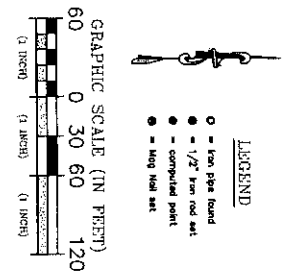
Local Description: Drainage & Utility Easement 17

A parcel of land (Drainage & Utility Easement) being all of Lots 17 and 18, Block 6, Arlington Heights Addition, inclusive, Block 6; also being located in and a portion of Lots 19, 20 and 21, Block 6; also being a portion of a vacated alley lying between said Lots 18 through 21 inclusive, Block 6, ARLINGTON HEIGHTS ADDITION (Plot Block 3, Page 57; City of Gulfport, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

For the Point Of Beginning, Commence at a 1/2" iron rod set at the southeast corner of said Lot 18, Block 6, ARLINGTON HEIGHTS ADDITION (said Point Of Beginning having grid coordinates N. 321151.39 and E. 905299.42 based on the Mississippi State Plane Coordinate System, East Zone, NAD 83 (in feet), coordinates and courses herein are grid values based on said coordinate system using a combined factor of (scale) 0.999957141 with a convergence angle of -0007'36" (at the Point Of Beginning, thence N. 89'53'20" W. 215.00 feet along the south line of said Lot 18 and 19, Block 6, ARLINGTON HEIGHTS ADDITION and along the north right-of-way of 27th Street to the southeast corner of property now or formerly to Teddy Bear Restoration and Carpet Cleaning Inc. (Harrison County Instrument# 2016-5721-D-J), said point being referenced by a 1/2" iron rod set N. 00'06'40" E. 30.00 feet from said point; thence from said point N. 00'06'40" E. 50.12 feet along the east boundary of said property now or formerly to Teddy Bear Restoration and Carpet Cleaning Inc. to a 1/2" iron rod set; thence S. 45'58'46" E. 45.09 feet to a 1/2" iron rod set; thence N. 56'51'33" E. 58.62 feet to a 1/2" iron rod set; thence N. 03'28'14" E. 34.59 feet to a 1/2" iron rod set; thence N. 45'58'46" W. 22.53 feet to a 1/2" iron rod set; thence N. 00'56'46" W. 20.00 feet to a Mag Nail set in asphalt on the north line of Lot 1, Block 6, ARLINGTON HEIGHTS ADDITION; thence S. 89'53'20" E. 113.48 feet along the north line of said lot 1 to the northeast corner of said Lot 1, Block 6, ARLINGTON HEIGHTS ADDITION; thence S. 00'06'40" W. 462.40 feet along the east line of said Lot 1 through 18 inclusive, Block 6, ARLINGTON HEIGHTS ADDITION to the said Point Of Beginning.

CITY OF GULFPORT	28	1	CITY OF GULFPORT	20	28	1	2	CITY OF GULFPORT
	27	2		27		2		
	26	3		26		3		

POINT OF BEGINNING - PROPOSED DRAINAGE & UTILITY EASEMENT - N. 321151.39, E. 905299.42



Bearings for this survey are grid bearings based on the following datum: NAD83 Mississippi State Plane Coordinate System, East Zone, NAD 83 (in feet), coordinates and courses herein are grid values based on said coordinate system using a combined factor of (scale) 0.999957141 with a convergence angle of -0007'36" (at the Point Of Beginning, thence N. 89'53'20" W. 215.00 feet along the south line of said Lot 18 and 19, Block 6, ARLINGTON HEIGHTS ADDITION and along the north right-of-way of 27th Street to the southeast corner of property now or formerly to Teddy Bear Restoration and Carpet Cleaning Inc. (Harrison County Instrument# 2016-5721-D-J), said point being referenced by a 1/2" iron rod set N. 00'06'40" E. 30.00 feet from said point; thence from said point N. 00'06'40" E. 50.12 feet along the east boundary of said property now or formerly to Teddy Bear Restoration and Carpet Cleaning Inc. to a 1/2" iron rod set; thence S. 45'58'46" E. 45.09 feet to a 1/2" iron rod set; thence N. 56'51'33" E. 58.62 feet to a 1/2" iron rod set; thence N. 03'28'14" E. 34.59 feet to a 1/2" iron rod set; thence N. 45'58'46" W. 22.53 feet to a 1/2" iron rod set; thence N. 00'56'46" W. 20.00 feet to a Mag Nail set in asphalt on the north line of Lot 1, Block 6, ARLINGTON HEIGHTS ADDITION; thence S. 89'53'20" E. 113.48 feet along the north line of said lot 1 to the northeast corner of said Lot 1, Block 6, ARLINGTON HEIGHTS ADDITION; thence S. 00'06'40" W. 462.40 feet along the east line of said Lot 1 through 18 inclusive, Block 6, ARLINGTON HEIGHTS ADDITION to the said Point Of Beginning.

Subject parcel ownership information: Teddy Bear Restoration and Carpet Cleaning Inc. Overall area: 99416±SF or 2.282±AC Harrison County Instrument# 2016-5682-D-J1 Harrison County Tax parcel# 0811B-06-001.000

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

NOTE: By graphical plotting only, this easement parcel is located in "ZONE: FLOODWAY" and "Zone AE" (EL. 13) of the flood hazard boundary and flood insurance rate map. Community Panel No.: 28047C0264G Map revised: June 16, 2009

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

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

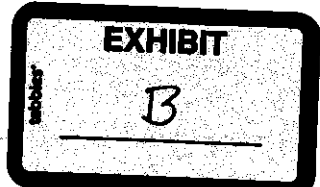
John Mark Otto
JOHN MARK OTTO
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF MISSISSIPPI
P.S. - 2835
January 30, 2017

SHEET	CAD	G.M.H.
1	SURVEYOR	G.M.H.
OF	DATE	01-30-17
1	SCALE	SHOWN
	BMA#	3363-06
	FILE	3363-06-E17

BRICKYARD BAYOU
TAX PARCEL #0811B-06-001.000
CITY OF GULFPORT, FIRST JUDICIAL DIST. OF HARRISON CO., MS
DRAINAGE & UTILITY EASEMENT SURVEY (E-17)

bma BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
www.bmaengineers.com

521 34th Street,
Gulfport, MS 39507
(228)644-7612
Fax (228)644-7676
796 Vieux Marche,
2nd Floor,
Biloxi, MS 39530
(228)436-7612
Fax (228)436-7676



SCANNED



[Signature] 1st Judicial District
Instrument 2017 3305 D - J1
Filed/Recorded 5/24/2017 04:00 P
Total Fees \$ 43.00
7 Pages Recorded

This Instrument prepared by and to be returned to:

Margaret Murdock, Esq., MSB #9824
City of Gulfport
P.O. Box 1780
Gulfport, Mississippi 39502
(228) 868-5811



PERPETUAL DRAINAGE AND UTILITY EASEMENT

FOR AND IN CONSIDERATION of the sum of FOURTEEN THOUSAND, NINE HUNDRED and NO/100 Dollars (\$14,900.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned **Grantor**,

SAFE HARBOR, LLC ✓
P.O. Box 850
Gulfport, MS 39502-0850
Telephone: (228) 864-4520

does hereby grant, convey, assign, and transfer unto **Grantee**,

CITY OF GULFPORT, MISSISSIPPI ✓
A Mississippi Municipal Corporation
2309 15th Street
Gulfport, Mississippi 39501
Telephone (228) 868-5811

perpetual easements for construction, installation, operation and maintenance of drainage and utility systems over, across, and under the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

See Exhibit "A", Exhibit "B" and Exhibit "C" attached.

Grantor further grants unto the City of Gulfport and its employees and contractors a Right of Entry on Grantors' remaining and adjacent property for the purpose of construction and maintenance of said

drainage and utility systems. Any damage caused to Grantor's remaining and adjacent property as a direct result of the City's use of the Right of Entry will be repaired, as reasonably possible, to pre-damage condition.

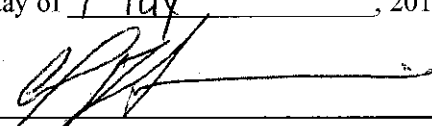
INDEXING INSTRUCTIONS:

Blocks 1 and 26, ORIGINAL GULFPORT,
City of Gulfport, First Judicial District, Harrison County,
Mississippi

WITNESS OUR SIGNATURES on this the 18th day of May, 2017.



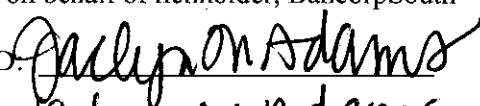
Virgil G. Gillespie, Co-Owner and Co-Manager
For and on behalf of Safe Harbor, LLC ✓



Alan Simmons, Co-Owner and Co-Manager
For and on behalf of Safe Harbor, LLC

RATIFIED AND APPROVED:

For and on behalf of lienholder, BancorpSouth

SIGNED: 
NAME: Jaclyn M. Adams

DATE: 5/22/2017
TITLE: VP / commercial lender

**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 16th day of May, 2017, Virgil G. Gillespie, Co-Owner and Co-Manager, for and on behalf of Safe Harbor, LLC, who acknowledged to me that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed after first being duly authorized to do so.

My Commission Expires: _____



Sharon M. Barnes
NOTARY PUBLIC

(SEAL)

**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 18th day of May, 2017, Alan Simmons, Co-Owner and Co-Manager, for and on behalf of Safe Harbor, LLC, who acknowledged to me that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed after first being duly authorized to do so.

My Commission Expires: _____



Sharon M. Barnes
NOTARY PUBLIC

(SEAL)

Exhibit "A"

Drainage and Utility Easements

Easement 1

A parcel of land (Drainage & Utility Easement) being all of Lots 15 and 16, Block 1, also being located in and a portion of Lots 14 and 17, Block 1, also being a portion of a vacated alley lying between said Lots 14, 15, 16 and 17, Block 1 and also being a portion of the East 1/2 of 21st Avenue (now partly vacated) lying west of and contiguous with said Lots 16 and 17, Block 1, ORIGINAL GULFPORT (Plat Book 11, Page 9; Copy Plat Book 4A, Page 368), City of Gulfport, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

For the Point Of Beginning, Commence at a 1/2" iron rod set at the southeast corner of said Lot 15, Block 1, ORIGINAL GULFPORT (said Point Of Beginning having grid coordinates N. 321154.64 & E. 904522.02 based on the Mississippi State Plane Coordinate System, East Zone, NAD 83 (in feet), coordinates and courses herein are grid values based on said coordinate system using a combined factor of (scale) 0.999957283 with a convergence angle of -00°07'40" (at the Point Of Beginning); thence S 89°59'26" W 400.12 feet along the south line of said Lots 15 and 16, Block 1 and along the north right-of-way of 27th Street to a 1/2" iron rod set on the center of right-of-way for 21st Avenue (now partly vacated); thence North 35.00 feet along said center of right-of-way of 21st Avenue (now partly vacated) to a 1/2" iron rod set; thence N 89°16'28" E 400.15 feet to a 1/2" iron rod set on the east line of said Lot 14, Block 1, ORIGINAL GULFPORT; thence South 40.00 feet along the east line of said Lot 14 and Lot 15, Block 1 to the said Point Of Beginning.

Said parcel of land (Drainage & Utility Easement) contains 15,005 square feet or 0.344 acre, more or less.

And

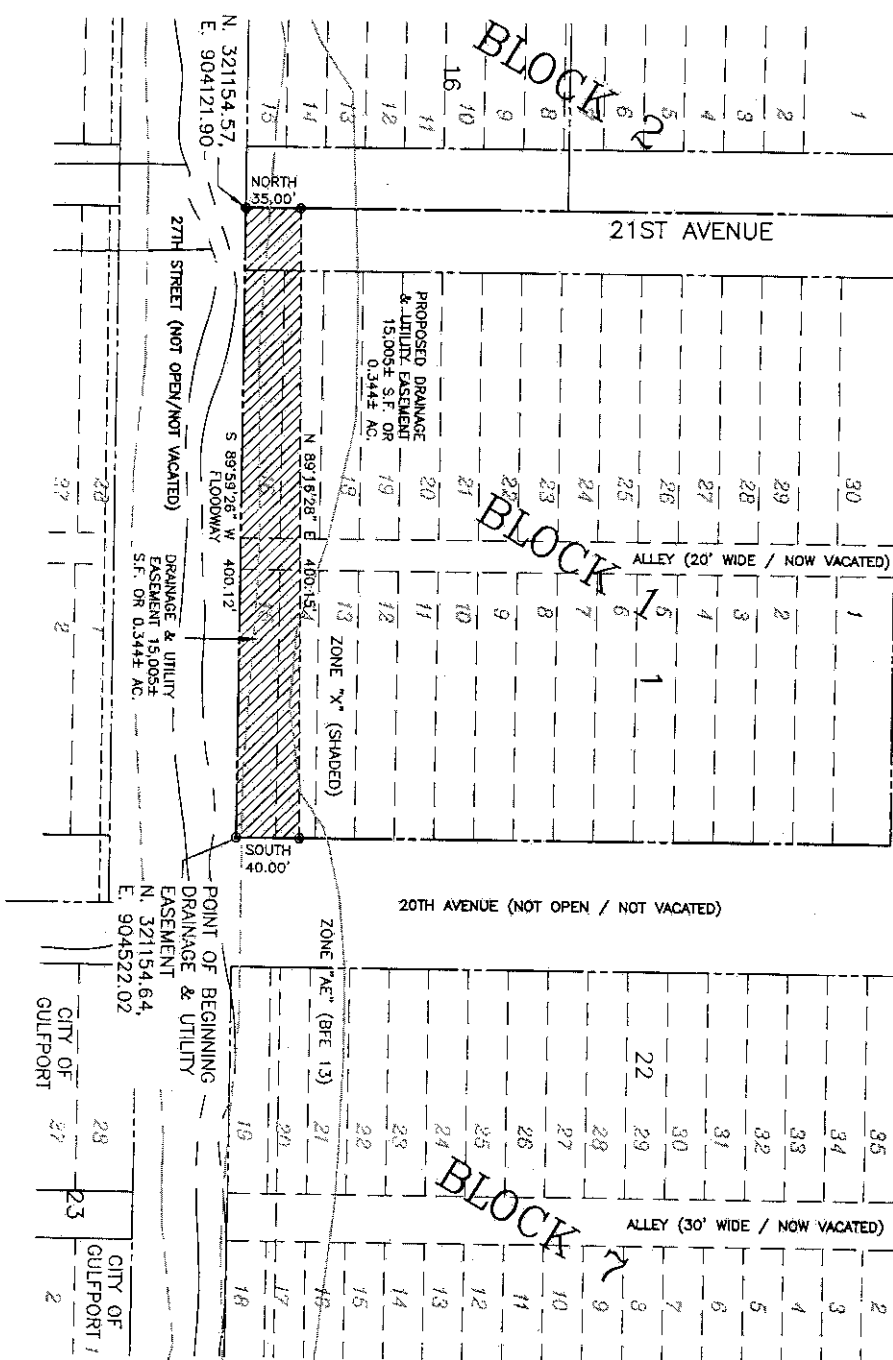
Easement 2

A parcel of land (Drainage & Utility Easement) located in and being a portion of Lots 1 and 28, Block 26, also being a portion of a vacated alley lying between said Lots 1 and 28, also being a

portion of 20th Avenue (now partly vacated) lying east of and contiguous with said Lot 1, Block 26, also being a portion of 21st Avenue (now partly vacated) lying west of and contiguous with said Lot 28, Block 26; ORIGINAL GULFPORT (Plat Book 11, Page 9; Copy Plat Book 4A, Page 368), City of Gulfport, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

For the Point Of Beginning, Commence at a 1/2" iron rod set at the northwest corner of said Lot 28, Block 26, ORIGINAL GULFPORT, said Point Of Beginning being reference by a 1/2" iron rod found 0.44' east and 0.37' south of the said Point Of Beginning, (said Point Of Beginning having grid coordinates N. 321074.58 and E. 904161.9 based on the Mississippi State Plane Coordinate System, East Zone, NAD 83 (in feet), coordinates and courses herein are grid values based on said coordinate system using a combined factor of (scale) 0.999957349 with a convergence angle of -00°07'42" (at the Point Of Beginning); thence N 89°59'26" E 402.37 feet along the north line of said Block 26 and also along the south right-of-way of 27th Street to a 1/2" iron rod set on the west boundary of property now or formerly to the City of Gulfport (Harrison County Tax Parcel 0811B-06-023.000); thence S 00°06'40" W 6.00 feet along said west boundary of property now or formerly to the City of Gulfport to a 1/2" iron rod set; thence S 89°59'26" W 442.36 feet to a 1/2" iron rod set on the center of right-of-way for 21st Avenue (now partly vacated); thence North 6.00 feet along said center of right-of-way of 21st Avenue (now partly vacated) to a 1/2" iron rod set on said south right-of-way of 27th Street; thence N 89°59'26" E 40.00 feet along said south right-of-way of 27th Street to the said Point Of Beginning.

Said parcel of land (Drainage & Utility Easement) contains 2,654 square feet or 0.061 acre, more or less.

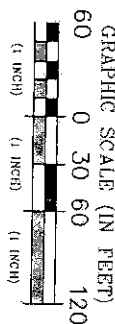


A parcel of land (Drainage & Utility Easement) being all of Lots 15 and 16, Block 1, also being located in and a portion of Lots 14 and 17, Block 1, also being a portion of a vacated alley lying between said Lots 14, 15, 16 and 17, Block 1 and also being a portion of the East 1/2 of 21st Avenue (now partly vacated) lying west of and contiguous with said Lots 16 and 17, Block 1, ORIGINAL GULFPORT (Plat Book 11, Page 9; Copy Plat Book 4A, Page 368), City of Gulfport, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

For the Point Of Beginning, Commence at a 1/2" iron rod set at the southeast corner of said Lot 15, Block 1, ORIGINAL GULFPORT (said Point Of Beginning having grid coordinates N. 32.1154-6-4 & E. 50.4522-02 based on the Mississippi State Plane Coordinate System, East Zone, NAD 83 (in feet), coordinates and courses herein are grid values based on said coordinate system using a combined factor of (scale) 0.999957283 with a convergence angle of -00°07'40" (at the Point Of Beginning); thence S 89°59'26" W 400.12 feet along the south line of said Lots 15 and 16, Block 1 and along the north right-of-way of 27th Street to a 1/2" iron rod set on the center of right-of-way for 21st Avenue (now partly vacated); thence North 35.00 feet along said center of right-of-way of 21st Avenue (now partly vacated) to a 1/2" iron rod set, there N 89°16'28" E 400.15 feet to a 1/2" iron rod set on the east line of said Lot 14, Block 1, ORIGINAL GULFPORT; thence South 40.00 feet along the east line of said Lot 14 and Lot 15, Block 1 to the said Point Of Beginning.

Said parcel of land (Drainage & Utility Easement) contains 15,005 square feet or 0.344 acre, more or less.

- = Iron pipe found
- = 1/2" Iron rod set
- = computed point
- ⊗ = Mag Nail set



Bearings for this survey are grid bearings based on the following datum: NAD83, Mississippi State Plane Coordinates East Zone, US Foot, derived by a Leica RTK 1200 series C.P.S. receiver with an in house fixed Base Station. Scale factor = 0.99997283. Convergence Angle = -00°07'40" (at Point Of Beginning).

N. 32°15'54.64", E. 90°45'22.02"

Overall area: 164426±SF or 3.774±AC
Harrison County Instrument#
Deed Book 1602, Pages 277-278
Harrison County Tax parcel#
0811C-01-001.000

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

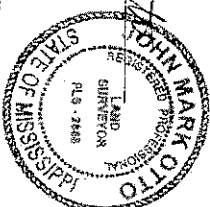
NOTE: By graphical plotting only, this easement parcel is located in "ZONE: FLOODWAY" and "Zone AE" (EL 13) of the flood hazard boundary and flood insurance rate map.

Community Panel No.: 28047C0264C
Map revised: June 16, 2009

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

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

John Mark Otto, P.S.
MS. P.L.S. No. 02868
January 31, 2017



SHEET	CAD	DBT/JMO
1	SURVEYOR	JMO
OF	DATE	01-31-17
1	SCALE	SHOWN
	8MA#	3383-06
	FILE	3383-06-E20

BRICKYARD BAYOU
TAX PARCEL #0811C-01-001.000
CITY OF GULFPORT, FIRST JUDICIAL DIST. OF HARRISON CO., MS
DRAINAGE & UTILITY EASEMENT SURVEY | E-20

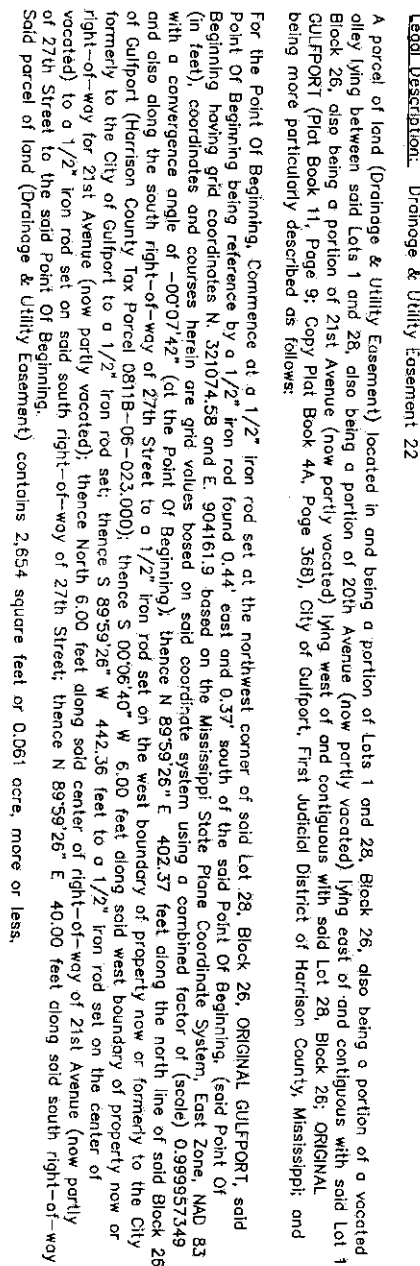
bma BROWN, MITCHELL
& ALEXANDER, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
www.bmaandalex.com

401 Cowan Road,
Suite A,
Gulfport, MS 39507
(228) 864-7612
Fax (228) 864-7676

796 Vieux Marche,
2nd Floor,
Biloxi, MS 39530
(228) 436-7612
Fax (228) 436-7676

EXHIBIT

B





John D. ... 1st Judicial District
Instrument 2017 3740 D - J1
Filed/Recorded 6/13/2017 09:00 A
Total Fees \$ 12.00
4 Pages Recorded

This Instrument prepared by and to be returned to:

Margaret Murdock, Esq., MS Bar #9824
City of Gulfport
Post Office Box 1780
Gulfport, Mississippi 39502-1780
(228) 868-5811

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of THIRTY-FOUR THOUSAND and NO/100 (\$34,000.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **Grantors,**

ROBERT M. DALEY AND JEREMIA R. DALEY, JTWROS

P.O. Box 4273
Gulfport, Mississippi 39502
Telephone (228) 234-1186

do hereby sell, convey and specially warrant unto **Grantee,**

CITY OF GULFPORT, MISSISSIPPI

A Mississippi Municipal Corporation

Post Office Box 1780

Gulfport, Mississippi 39502-1780

Telephone (228) 868-5811

the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, to-wit:

See Exhibit "A" attached.

INDEXING INSTRUCTIONS: Block 22, Original Gulfport Subdivision,
City of Gulfport, First Judicial District
Harrison County, Mississippi

This conveyance is less and except any and all recorded oil, gas or other mineral rights granted, reserved or excepted by former owners, and is subject to any and all recorded

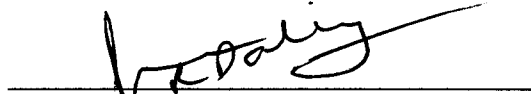
restrictions or covenants and any and all presently existing or recorded easements or rights-of-way affecting said property.

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

WITNESS MY SIGNATURE on this the 7th day of June, 2017.



ROBERT M. DALEY



JEREMIA R. DALEY

[REST OF PAGE LEFT BLANK INTENTIONALLY]

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 9th day of June, 2017, ROBERT M. DALEY, who acknowledged to me that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed.

Staci Frederick
NOTARY PUBLIC

My Commission Expires:

4/4/18



STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 9th day of June, 2017, JEREMIA R. DALEY, who acknowledged to me that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed.

Staci Frederick
NOTARY PUBLIC

My Commission Expires:

4/4/18

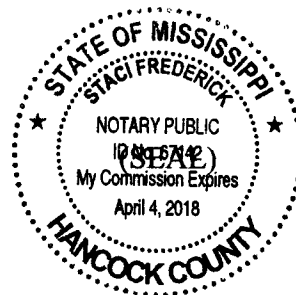


Exhibit "A"

Lots Nine (9) to Fourteen (14), inclusive, Block Twenty-Two (22), ORIGINAL GULFPORT, a subdivision according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 11 at Page 9, Copy Book 4A at Page 368 thereof, reference to which is hereby made in aid of and as a part of this description.



John D. ... 1st Judicial District
Instrument 2017 6754 D - J1
Filed/Recorded 9/25/2017 01:30 P
Total Fees \$ 12.00
4 Pages Recorded



This Instrument prepared by and to be returned to:

Margaret Murdock, Esq., MSB #9824
City of Gulfport
P.O. Box 1780
Gulfport, Mississippi 39502
(228) 868-5811

PERPETUAL DRAINAGE AND UTILITY EASEMENT

FOR AND IN CONSIDERATION of the sum of THIRTEEN THOUSAND, ONE HUNDRED and NO/100 Dollars (\$13,100.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned **Grantor**,

FRANCES C. WALROTH
9113 Clubhouse Road
Moss Point, Mississippi 39562
Telephone: (228) 383-2821

does hereby grant, convey, assign, and transfer unto **Grantee**,

CITY OF GULFPORT, MISSISSIPPI
A Mississippi Municipal Corporation
2309 15th Street
Gulfport, Mississippi 39501
Telephone (228) 868-5811

a perpetual easement for construction, installation, operation and maintenance of drainage and utility systems over, across, and under the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

See Exhibit "A" and Exhibit "B" attached.

Grantor further grants unto the City of Gulfport and its employees and contractors a Right of Entry on Grantors' remaining and adjacent property for the purpose of construction and maintenance of said drainage and utility systems. Any damage caused to Grantor's remaining and adjacent property or the

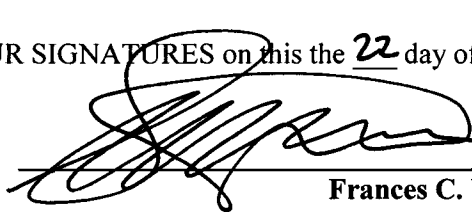


easement property as a direct result of the City's use of the Right of Entry will be repaired, as reasonably possible, to, at a minimum, pre-damage condition.

INDEXING INSTRUCTIONS:

Block 33, ORIGINAL GULFPORT, City of Gulfport,
First Judicial District, Harrison County, Mississippi

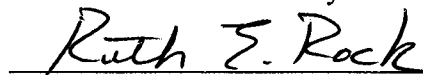
WITNESS OUR SIGNATURES on this the 22 day of September, 2017.



Frances C. Walroth

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 22ND day of SEPTEMBER, 2017, Frances C. Walroth, who acknowledged to me that she signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as her free and voluntary act and deed.



NOTARY PUBLIC

My Commission Expires:

(SEAL)



Exhibit "A"

Drainage and Utility Easement

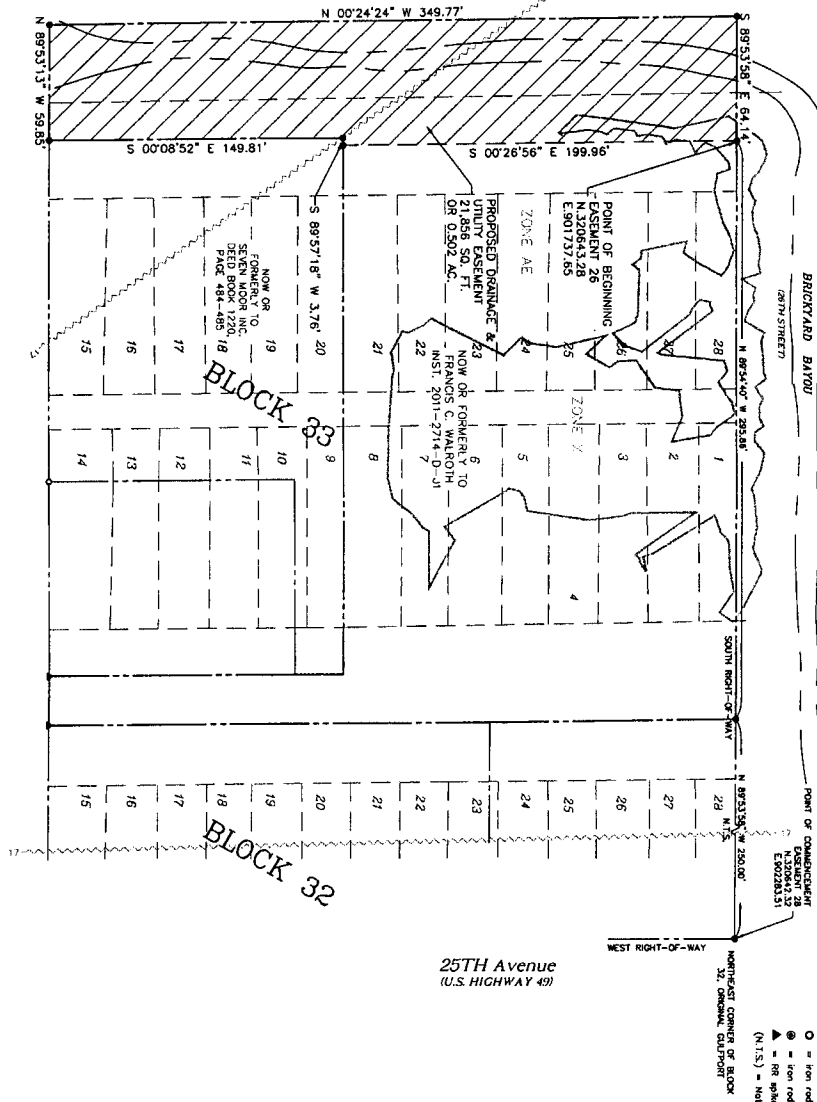
A parcel of land (Drainage & Utility Easement) located in and being a portion of the property described in Harrison County Instrument 2011-2714-D-J1, said parcel located in and being a portion of now vacated 27th Avenue, ORIGINAL GULFPORT (Plat Book 11, Page 9; Copy Plat Book 4A, Page 368) City of Gulfport, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

Commence at 1/2" iron rod set at the intersection of the west right-of-way of 25th Avenue (also known as U.S. Highway 49) and the south right-of-way of 26th Street, said point also being the northeast corner of Block 32, ORIGINAL GULFPORT; thence N 89°53'58" W 250.00 feet along said south right-of-way of 26th street to a 1/2" iron rod set; thence N 89°54'40" W 295.86 feet to a 1/2" iron rod set, said point being the Point of Beginning; (said Point Of Beginning having grid coordinates N. 320643.28 and

E. 901737.65 based on the Mississippi State Plane Coordinate System, East Zone, NAD 83 (in feet), coordinates and courses herein are grid values based on said coordinate system using a combined factor of (scale) 0.999957800 with a convergence angle of -00°07'56" (at the Point Of Beginning); thence

S 00°26'56" E 199.96 feet to a 1/2" iron rod set on the north boundary of property now or formerly to Seven Moore, Inc. (Deed Book 1220, Page 484-485); thence S 89°57'18" W 3.76 feet along the north boundary of said property now or formerly to Seven Moore, Inc. to a 1/2" iron rod set at the northwest corner of said property now or formerly to Seven Moore, Inc.; thence S 00°08'52" E 149.81 feet along the west boundary of said property now or formerly to Seven Moore, Inc. to a 1/2" iron rod set on the north right-of-way of Pass Road; thence N 89°53'13" W 59.85 feet along said north right-of-way of Pass Road to a 1/2" iron rod set at the southwest corner of property now or formerly to Francis C. Walroth (Harrison County Instrument 2011-2714-D-J1) ; thence N 00°24'24" W 349.77 feet to a 1/2" iron rod set on the south right-of-way of 26th street, said point also being the northwest corner of said property now or formerly to Francis C. Walroth; thence S 89°53'58" E 64.14 feet along said south right-of-way of 26th street to the Point of Beginning.

Said parcel of land (Drainage & Utility Easement) contains 21,856 square feet or 0.502 acre, more or less.



Legend: Drainage & Utility Easement 28

A portion of land (Drainage & Utility Easement 28) located in and being a portion of the property described in Harrison County Instrument 2011-2714-D-11, said parcel located in and being a portion of new located 27th Avenue, ORIGINAL GULFPORT (Prel Book 11, Page 9; Copy Prel Book 4A, Page 368) City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows:

Commence at 1/2" iron rod set at the intersection of the west right-of-way of 28th Avenue (also known as U.S. Highway 49) and the south right-of-way of 28th Street, said point also being the northeast corner of Block 32, ORIGINAL GULFPORT; thence N 89°53'56" W 250.00 feet along said south right-of-way of 28th Street to a 1/2" iron rod set; thence N 89°54'40" W 295.86 feet to a 1/2" iron rod set, said point being the Point of Beginning; (said Point of Beginning having grid coordinates N. 320643.28 and E. 901737.65 based on the Mississippi State Plane Coordinate System, East Zone, NAD 83 (in feet), coordinates and courses herein are grid values based on said coordinate system using a combined factor of (scale) 0.999957800 with a convergence angle of -00°07'56" (at the Point of Beginning); thence S 00°26'56" E 199.96 feet to a 1/2" iron rod set on the north boundary of property now or formerly to Seven Moore, Inc. (Deed Book 1220, Page 484-485); thence S 89°57'18" W 3.76 feet along the north boundary of said property now or formerly to Seven Moore, Inc. to a 1/2" iron rod set of the northwest corner of said property now or formerly to Seven Moore, Inc.; thence S 00°08'52" E 149.81 feet along the west boundary of said property now or formerly to Seven Moore, Inc. to a 1/2" iron rod set on the north right-of-way of Pass Road; thence S 00°08'52" E 149.81 feet along the west boundary of said property now or formerly to Seven Moore, Inc. to a 1/2" iron rod set on the north right-of-way of Pass Road; thence S 00°08'52" E 149.81 feet along the west boundary of said property now or formerly to Seven Moore, Inc. to a 1/2" iron rod set on the north right-of-way of 28th Street, said point also being the northeast corner of said property now or formerly to Francis C. Walcott; thence S 89°53'56" E 64.14 feet along said south right-of-way of 28th Street to the Point of Beginning.

Said parcel of land (Drainage & Utility Easement) contains 21,856 square feet or 0.502 acre, more or less.

LEGEND

- = iron rod/pipe found
- = iron rod set
- ▲ = well to source
- (N.T.S.) = Not to Scale

GRAPHIC SCALE (IN FEET)

40 0 20 40 80

(1 INCH) (1 INCH) (1 INCH)

Bearings for this survey are grid bearings based on the following datum: NAD83 Mississippi State Plane Coordinates East Zone, US Foot derived by a Leica RTX 1200 series GPS; receiver with on in scale factor = 0.999957800; Convergence Angle = -00°07'56" (at Point of Beginning) N. 320643.28, E. 901737.65

Subject parcel ownership information:
Francis C. Walcott
Overall area: 84,714.4 SF or 1.9455AC
Harrison County Instrument: 2011-2714-D-11
Harrison County Tax parcel# 0811C-05-022.000

The following flood zone statement is for information purposes only, and this survey is not intended to represent the correctness of the referenced flood map. In addition, the following flood zone statement does not represent the surveyor's opinion of the probability of flooding.

NOTE: By graphical plotting only, this easement parcel is located in "Zone X" and "Zone AE" between base flood elevation line 17 and 18 of the flood record boundary and flood insurance Community Panel No. 28047C0283G Map revised: June 16, 2009

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

This is to CERTIFY that I have surveyed the property described and delineated hereon, and that the measurements were made, and the information is correct to the best of my knowledge and belief.

John M. Otto
JUL 10 2017
OFFICE OF THE SURVEYOR
MISSISSIPPI

SHEET 1 OF 1

CAD SURVEYOR DATE 03.10.17 SCALE SHOWN 3363-06 BMAN FILE 3363-06-028

BRICKYARD BAYOU
TAX PARCEL #0811C-05-022.000
CITY OF GULFPORT, FIRST JUDICIAL DIST. OF HARRISON CO., MS
DRAINAGE & UTILITY EASEMENT SURVEY (E-28)

bma **BROWN, MITCHELL & ALEXANDER, INC.**
CONSULTING ENGINEERS & LAND SURVEYORS
www.bmaengineers.com

401 Cowan Road, Suite A, Gulfport, MS 39507
(228)864-7612 Fax(228)864-7676
796 Vieux Marche, 2nd Floor, Biloxi, MS 39530
(228)436-7612

EXHIBIT
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Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Purchasing

Date: 11/13/2018

Subject: Request - one-year renewal period for the Unit Price Electrical Services Contract with Weaver Electric - City Wide - to be made a part of the minutes.

Recommendation:



Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, CPPB

Date: November 7, 2018

Re: Unit Price Electrical Services
Renewal Request
Weaver Electric

The City of Gulfport is exercising the right to request a one-year renewal period for the City Wide Unit Price Electrical Services effective 11-21-18.

Respectfully request you make this a part of the minutes and we thank you for your consideration.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Cory Long, Planner III
Planning & Zoning

Date: 11/09/2018

Subject: Request - a Change Fund (Petty Cash) for the Urban Development Clerks

Recommendation:



DEPARTMENT OF URBAN
DEVELOPMENT

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

William H. Hardy Building
1410 24th Ave.
Gulfport, MS 39501

Memorandum

To: The Honorable Mayor and City Council
CC: Linda Elias, Comptroller
From: Greg Pietrangelo, Director of Urban Development 
Date: November 9, 2018
Re: Increase Petty Cash Fund

I am requesting an increase in the petty cash fund of \$400.00 for the Clerks. Currently they each have a bank of \$100, the additional dollars will increase each bank to \$200.

I greatly appreciate your consideration.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Mary Collins, Procurement Specialist
Purchasing

Date: 11/09/2018

Subject: Letter - regarding bid awarded by Purchasing to Chancellor Supply, Inc. for Street Light and Pole Replacements - Public Works/Engineering Department - to be made a part of the minutes.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Mary Collins, Procurement Specialist

Date: November 8, 2018

Re: Replacement Street Light
Engineering Department
Bids Received in Purchasing 11/06/2018

I have reviewed the bids received on the above referenced item and recommend acceptance of the lowest and best bid as submitted by Chancellor Supply, Inc. for a total bid amount of \$31,780.27.

I have issued Purchase Order #201847 accordingly and respectfully request you make this a part of the minutes.

Thank you for your consideration.

Street Light Replacements

Dept of Public Works

Bid Date: November 6, 2018

PO# 201847

CHANCELLOR SUPPLY, INC.			
	Qty	Unit Price	Total Price
Valmont single arm/with pole	8	\$1,681.18	\$13,449.47
Valmont hardware (less anchor bolts)	5	\$42.47	\$210.59
Valmont double arm/with pole	8	\$2,087.27	\$16,698.19
Valmont hardware (less anchor bolts)	5	\$44.26	\$221.33
Valmont-set of 4 BAC couplings	4	\$300.17	1,200.69
TOTAL			\$31,780.27

IRBY			
	Qty	Unit Price	Total Price
Valmont single arm/with pole	8	\$1,700.00	\$13,600.00
Valmont hardware (less anchor bolts)	5	\$43.00	\$215.00
Valmont double arm/with pole	8	\$2,100.00	\$16,800.00
Valmont hardware (less anchor bolts)	5	\$45.00	\$225.00
Valmont-set of 4 BAC couplings	4	\$300.00	1,200.00
TOTAL			\$32,040.00

ALL PHASE ELECTRIC			
	Qty	Unit Price	Total Price
Valmont single arm/with pole	8	\$1,708.33	\$13,666.64
Valmont hardware (less anchor bolts)	5	\$42.80	\$214.00
Valmont double arm/with pole	8	\$2,120.86	\$16,966.88
Valmont hardware (less anchor bolts)	5	\$44.98	\$224.90
Valmont-set of 4 BAC couplings	4	\$305.01	1,220.04
TOTAL			\$32,292.46

I certify that the above bid tabulation is a true
and correct representation of the bid opening
above time, date and place stated herein.