City of Gulfport, Mississippi

Agenda

City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, November 5, 2019 | **1:30 PM** | ***Gulfport City Hall Council Chambers***

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

Agenda Order Confirmation or adjustment of the agenda order

Presentation Agenda

- **Mayor's Report**

Policy Issues

Code Enforcement / Planning

1 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.

2 Certificate of Resubdivision - divide one parcel into six zoned I-2 (Heavy Industrial) on Reichold Rd - Case # 1911PC142 - Ward 5

3 Certificate of Resubdivision - divide two parcels zoned I-2 (Heavy Industrial) on Seaway Rd and Logan Cline Drive - Case # 1911PC144 - Ward 5

4 Final Plat (Short Form) - approval for 2019 Addition to Floral Hills Memorial Gardens on tax parcel zoned R-2 (Single-family) - Case # 1912PC151 - Ward 4

Ordinances

5 Ordinance - amending Section 4-218(b) and (c) of the Code of Ordinances of the City of Gulfport, Mississippi, and for related purposes.

6 Ordinance - amending Sections 11-68(a) of the Code of Ordinances of the City of Gulfport, Mississippi, and for related purposes.

7 Ordinance - amending the Tree Protection Ordinance, and for related purposes.

Resolutions

8 Resolution - approving Consolidated Rail Infrastructure and Safety Improvements Grant Agreement with Federal Railroad Administration for Quad Gates at Highway 49 & CSX Railroad, authorizing the Mayor to execute the same, and for related purposes.

9 Resolution - approving Memorandum of Understanding between the City of Gulfport, Mississippi, and U.S. Immigration and Customs Enforcement Homeland Security Investigations, authorizing the Mayor to execute the same, and for related purposes.

10 Resolution - approving Memorandum of Understanding (MOU) between Immigration and Customs Enforcement and the City of Gulfport for the Reimbursement of Joint Operations Expenses from the Treasury Forfeiture Fund, authorizing the Mayor and Police Chief to execute the same, and for related purposes.

11 Resolution - approving Sub-Recipient Public Service Agreement Contract for FY 2018 for the Community Development Block Grant Program with Catholic Social and Community Services, Inc. in the amount of $15,000, authorizing the Mayor to execute the same, and for related purposes.

12 Resolution - approving Sub-Recipient Public Service Agreement Contract for FY 2018 for the Community Development Block Grant Program with De L'Epee Deaf Center, Inc. in the amount of $15,000, authorizing the Mayor to execute the same, and for related purposes.

13 Resolution - approving Sub-Recipient Public Service Agreement Contract for FY 2018 for the Community Development Block Grant Program with Gulf Coast Center for Nonviolence in the amount of $30,000, authorizing the Mayor to execute the same, and for related purposes.

14 Resolution - approving Sub-Recipient Public Service Agreement Contract for FY 2018 for the Community Development Block Grant Program with Gulf Coast Community Ministries in the amount of $15,000, authorizing the Mayor to execute the same, and for related purposes.

15 Resolution - approving Tenth Amendment to the City's Contract with Utility Partners, LLC, to add four (4) Meter Labor Positions to the Contract, authorizing the Mayor (or designee) to execute said Contract Amendment, and for related purposes.

16 Resolution - approving Waiver of Thirty (30) Day Review Period provided for in that certain Memorandum of Agreement among the City of Gulfport and the U.S. Department of Labor (DOL) and other parties pertaining to the site of the existing former 33rd Avenue High School, and for related purposes.

17 Resolution - approving sale of sidearm to Officer Ronald A. Roe upon his retirement from the City of Gulfport and setting the amount to be paid for said firearm pursuant to Miss. Code Ann. § 45-9-131 (rev. 2014).

18 Resolution - authorizing acceptance of the FY19 Homeland Security Grant Award Number 19-LE-202, authorizing the execution of any and all documents required to accept the same, and for related purposes.

19 Resolution - authorizing the filing of an Application for Federal Surface Transportation Program (STP) Funding for the Pavement Management Plan Project and committing the necessary Non-Federal Match for the Project and stating the Assurance of the City of Gulfport to activate the Project in FY 2020 and begin construction by FY2021, and for related purposes.

20 Resolution - authorizing, nunc pro tunc, 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.

21 Resolution - authorizing an expenditure (in the form of a fee waiver) for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with the 2020-2022 SWAC Women's Softball Conference Tournament, and for related purposes.

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

23 Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport at the 2020 Krewe of Gemini Mardi Gras Parades, and for related purposes.

24 Resolution - approving temporary closure of municipal right of way for for the 2020 Krewe of Gemini Parades, and for related purposes.

Budget Amendments / Docket of Claims

25 Budget Amendment #9 - to increase 213 Fingerprinting/Photo from funds received from propertyroom.com.

26 Budget Amendment #10 - to increase County/Local capital from fund received as restitution.

27 Budget Amendment #11 - to budget FY19 Homeland Security Grant Award 19-LE-202.

28 Budget Amendment #12 - to fund Quad Gates at Hwy 49/CSX Railroad Project.

29 Docket of Claims - to be approved through November 6, 2019.

Routine Agenda

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

31 Privilege License Report - for the month of September, 2019 - to be made a part of the minutes.

32 Letter - regarding bid awarded by Purchasing to Universal Concepts for Mini Lights - Gulfport Harbor Lights Winter Festival - to be made a part of the minutes.

33 Letter - regarding bid awarded by Purchasing to Landmark Contracting Inc. for 6" Concrete Pathway Westside of Jones Park - Leisure Services - to be made a part of the minutes.

34 Letter - regarding bid awarded by Purchasing to Waste Pro of Mississippi for Portable Restrooms - Leisure Services - to be made a part of the minutes.

35 Letter - regarding bid awarded by Purchasing to Clay's Print Shop for Envelopes - Utility Billing - to be made a part of the minutes.

36 Ratification - of Easements for Laurelwood Sewer Improvements Project - to be made a part of the minutes.

37 Ratification - of Easements for Three Rivers Road/Mays Road Sewer Improvements Project - to be made a part of the minutes.

38 Ratification - of Easements for Three Rivers Road/Clifford Road Sewer Improvements Project - to be made a part of the minutes.

39 Request - for 2019 Gulfport Harbor Lights Winter Festival Change Fund.

Public Agenda

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

Council Comments

Memorial Adjournment

Executive Session

Setting of Next Meeting and Adjournment

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 **5th** day of **November, 2019**, 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: 0711G-05-040.000. LOT 15 BLK 10 JONESTOWN MCCAUGHAN ADD. 0 49TH AVE. CUT & CLEAN THE PROPERTY, REMOVE ALL WEEDS & VINES, REMOVE & HAUL OFF ALL TRASH AND DEBRIS. (CASEY CLAUDETTE) Case: 4703

PARCEL 2: 0710O-02-100.000. LOTS 1 TO 3 BLK 19 GULFPORT HEIGHTS. 2800 49TH AVE. REMOVE & HAUL OFF CONCRETE, REMOVE ALL WEEDS & VINES, REMOVE & HAUL OFF ALL TRASH AND DEBRIS. (JACOBS HORACE) Case: 4816

PARCEL 3: 0711H-02-028.000. LOTS 21 - 22 BLK 14 SEA VIEW ADD. 3604 18TH ST. REMOVE & HAUL OFF ALL TRASH AND DEBRIS. (GOLIDAY ETHEL L MASTERS) Case: 4837

PARCEL 4: 0711H-05-050.000. W 80 FT OF LOTS 6 & 7 & N 34 FT OF W 80 FT OF LOT 8 BLK 10 SOUTHMOOR HEIGHTS RESURVEY. 1710 41ST AVE. CUT & CLEAN THE PROPERTY, REMOVE ALL WEEDS & VINES, REMOVE & HAUL OFF ALL TRASH AND DEBRIS. (RIVERA PAULINO MORALES) Case: 4898

PARCEL 5: 0711H-05-058.000. LOTS 1 & 2 & N 26 FT OF LOT 3 BLK 12 RESURVEY OF SOUTHMOOR HEIGHTS SUBD SEC 5-8-11. 1717 41ST AVE. CUT & CLEAN THE PROPERTY, REMOVE ALL WEEDS & VINES, REMOVE & HAUL OFF ALL TRASH AND DEBRIS. (FORREST HOLDINGS INC) Case: 4779

PARCEL 6: 0711J-02-024.000. LOTS 3 & 4 BLK 5 WEST SIDE ADD. 1017 43RD AVE. CUT & CLEAN THE PROPERTY, REMOVE ALL WEEDS & VINES, REMOVE & HAUL OFF ALL TRASH AND DEBRIS. (PICKERING JAMES) Case: 4684

PARCEL 7: 0711J-07-022.000. LOTS 27 & 28 LESS N 8.3 FT & ALL LOTS 29 & 30 BLK 3 HINESTOWN. 1017 CAMP AVE. CUT & CLEAN THE PROPERTY, REMOVE ALL WEEDS & VINES, REMOVE & HAUL OFF ALL TRASH AND DEBRIS. (BROWN FANNIE E) Case: 4953

PARCEL 8: 0711J-07-023.000. LOTS 25 & 26 & N 8.3 FT OF LOTS 27 & 28 BLK 3 HINESTOWN. 1019 CAMP AVE. CUT & CLEAN THE PROPERTY, REMOVE ALL WEEDS & VINES, REMOVE & HAUL OFF ALL TRASH AND DEBRIS. (FANNIE BROWN) Case: 4949

PARCEL 9: 0711J-07-026.000. S 40 FT LOT 20 & N 30 FT OF LOT 21 BLK 3 HINESTOWN. 1027 CAMP AVE. CUT & CLEAN THE PROPERTY, REMOVE ALL WEEDS & VINES, REMOVE & HAUL OFF ALL TRASH AND DEBRIS. (STATE OF MS) Case: 4948

PARCEL 10: 0711J-07-051.000. W 15 FT OF LOT 34 & ALL LOT 35 BLK 5 GASTON POINT ADD. 4422 WEST RAILROAD ST. CUT & CLEAN THE PROPERTY, CUT/TRIM ANY VEGETATION OBSTRUCTING VIEW OF TRAFFIC, REMOVE & HAUL OFF ALL TRASH AND DEBRIS. (JOHNSTON JAMES W TRUST) Case: 4785

PARCEL 11: 0711K-03-082.000. LOT 2 BLK 2 EXT OF STOKES SUBD. 1204 HARDY AVE. CUT & CLEAN THE PROPERTY, REMOVE ALL WEEDS & VINES, REMOVE & HAUL OFF ALL TRASH AND DEBRIS. (MCINTOSH KEISHA) Case: 4981

PARCEL 12: 0711K-04-068.000. LOTS 33 & 34 BLK 2 DIXIE ADD. 0 DIXIE AVE. CUT & CLEAN THE PROPERTY, REMOVE ALL WEEDS & VINES, REMOVE & HAUL OFF ALL TRASH AND DEBRIS. (STATE OF MISSISSIPPI) Case: 4959

PARCEL 13: 0711L-02-001.000. BEG NE COR OF LOT 22 GOTTSCHALK SURVEY ON W MAR OF ALLEY S 28 DG E 100 FT S 62 DG W 96 FT TO E LINE OF STEWART SUBD N 28 DG W ALONG SUBD 100 FT TO NW COR OF LOT 22 N 62 DG E 96 FT TO POB BEING PART OF LOT 22 GOTTSCHALK SURVEY PART OF NE 1/4 OF NW 1/4 OF S. 4919 17TH ST. CUT & CLEAN THE PROPERTY, REMOVE ALL WEEDS & VINES, REMOVE & HAUL OFF ALL TRASH AND DEBRIS. (WESTLEY JAMES & DELPHINE) Case: 4522

PARCEL 14: 0711N-02-070.000. BEG ON E LINE OF LOT 22 GOTTSCHALK SURVEY 990 FT S OF R/W OF L&N RR & RUN S 83 FT W 96.7 FT N 75 FT E 96 FT TO BEG GOTTSCHALK SURVEY. 615 RUTH AVE. CUT & CLEAN THE PROPERTY, REMOVE ALL WEEDS & VINES, REMOVE & HAUL OFF ALL TRASH AND DEBRIS. (SANDERS TIMOTHY) Case: 4963

PARCEL 15: 0811A-02-083.000. LOT 6 BLK 8 BROADMOORE PLACE. 2310 MAGNOLIA PL. CUT & CLEAN THE PROPERTY, REMOVE ALL WEEDS & VINES, REMOVE & HAUL OFF ALL TRASH AND DEBRIS, CLEAN AND SANITIZE POOL. (SPRUILL LINDA E) Case: 4694

PARCEL 16: 0811A-04-095.000. LOT 8 & N1/2 OF LOT 9 BLK 12 BROAD ACRES. 2612 JOAN AVE. CUT & CLEAN THE PROPERTY, REMOVE ALL WEEDS & VINES, REMOVE & HAUL OFF ALL TRASH AND DEBRIS. (HGM HOLDINGS LLC) Case: 4895

PARCEL 17: 0910M-03-006.000. LOTS 7 - 9 BLK 17 MYRTLE RESURVEY. 2917 GULF AVE. CUT & CLEAN THE PROPERTY, REMOVE ALL WEEDS & VINES, REMOVE & HAUL OFF ALL TRASH AND DEBRIS. (BRESCHER HEIDI CHRISTIN) Case: 4975

PARCEL 18: 1010L-02-044.000. LOT 170 SHERWOOD EST SUBD. 624 NORTH FOREST DR. BRING BLDG UP TO CODE OR DEMO, REMOVE ALL WEEDS & VINES, REMOVE & HAUL OFF ALL TRASH AND DEBRIS. (SALAAM RASHID ABDUL) Case: 4954

PARCEL 19: 0911C-01-003.000. LOTS 5 TO 8 INC BLK 11 LIVE OAK. 211 28TH ST. CUT & CLEAN THE PROPERTY, REMOVE ALL WEEDS & VINES, REMOVE & HAUL OFF ALL TRASH AND DEBRIS. (ESPINOZA SAMUEL SANTOS) Case: 4321

PARCEL 20: 0910K-01-051.000. LOT 51 BELMEDE SUBD. 3902 BELMEDE PL. CUT & CLEAN THE PROPERTY, REMOVE ALL WEEDS & VINES, REMOVE & HAUL OFF ALL TRASH AND DEBRIS. (EMPIRE INVESTMENTS #2 LLC) Case: 4700

PARCEL 21: 0808I-03-143.000. LOT 10 BLK 8 NORWOOD SUBD. 712 BEVERLY DR. CUT & CLEAN THE PROPERTY, REMOVE ALL WEEDS & VINES, REMOVE & HAUL OFF ALL TRASH AND DEBRIS. (ENGLEBRETSEN MITSUKO) Case: 4971

PARCEL 22: 0908E-01-041.000. LOT 38 RESERVATION EST UNIT 2 PART 1. 129 RESERVATION DR. CUT & CLEAN THE PROPERTY, REMOVE ALL WEEDS & VINES, REMOVE & HAUL OFF ALL TRASH AND DEBRIS. (HUEBNER JON T & MARCIA L) Case: 4941

PARCEL 23: 0807M-03-048.000. LOT 102 NORTHWOOD HILLS NORTH SUBD. 15283 NORTHWOOD HILLS DR. CUT & CLEAN THE PROPERTY, REMOVE ALL WEEDS & VINES, REMOVE & HAUL OFF ALL TRASH AND DEBRIS. (SCHMALL ERIC S) Case: 4930

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 _____, 2019.

(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 _____, 2019.

APPROVED:

_____

MAYOR

MEMORANDUM – CITY OF GULFPORT

Date: **OCTOBER 25, 2019**

To: **Mayor Billy Hewes**
City Council Members

From: **Greg Pietrangelo, Director**
Department of Urban Development

Re: **Code Enforcement 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 5th Day Of November, 2019.**

Please place the attached item on the above referenced council agenda for approval/authorization to advertise.

MEMORANDUM – CITY OF GULFPORT

Date: **OCTOBER 21, 2019**

To: **Mayor Billy Hewes**
City Council Members

From: **Department of Urban Development**
Code Enforcement

Subject: **Approval To Advertise**

RE: **Resolutions Declaring Property In A State Of Uncleanliness To Be A Menace To The Public Health And Safety Of The Community And Authorizing Lot Clean-Up and/or Demolitions And For The Approval To Advertise For Bids To Be Presented On The 5th Day Of November, 2019, To The City Council:**

WARD 1

Parcel 1: **0711G-05-040.000. LOT 15 BLK 10 JONESTOWN MCCAUGHAN ADD. 0 49TH AVE. CUT & CLEAN THE PROPERTY, REMOVE ALL WEEDS & VINES, REMOVE & HAUL OFF ALL TRASH AND DEBRIS. (CASEY CLAUDETTE) (CASE: 4703)**

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Parcel 14: **0711N-02-070.000. BEG ON E LINE OF LOT 22 GOTTSCHALK SURVEY 990 FT S OF R/W OF L&N RR & RUN S 83 FT W 96.7 FT N 75 FT E 96 FT TO BEG GOTTSCHALK SURVEY. 615 RUTH AVE. CUT & CLEAN THE PROPERTY, REMOVE ALL WEEDS & VINES, REMOVE & HAUL OFF ALL TRASH AND DEBRIS. (SANDERS TIMOTHY) (CASE: 4963)**

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WEEDS & VINES, REMOVE & HAUL OFF ALL TRASH AND DEBRIS, CLEAN AND SANITIZE POOL. (SPRUILL LINDA E) (CASE: 4694)

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Parcel 17: **0910M-03-006.000. LOTS 7 - 9 BLK 17 MYRTLE RESURVEY. 2917 GULF AVE. CUT & CLEAN THE PROPERTY, REMOVE ALL WEEDS & VINES, REMOVE & HAUL OFF ALL TRASH AND DEBRIS. (BRESCHER HEIDI CHRISTIN) (CASE: 4975)**

Parcel 18: **1010L-02-044.000. LOT 170 SHERWOOD EST SUBD. 624 NORTH FOREST DR. BRING BLDG UP TO CODE OR DEMO, REMOVE ALL WEEDS & VINES, REMOVE & HAUL OFF ALL TRASH AND DEBRIS. (SALAAM RASHID ABDUL) (CASE: 4954)**

WARD 3

Parcel 19: **0911C-01-003.000. LOTS 5 TO 8 INC BLK 11 LIVE OAK. 211 28TH ST. CUT & CLEAN THE PROPERTY, REMOVE ALL WEEDS & VINES, REMOVE & HAUL OFF ALL TRASH AND DEBRIS. (ESPINOZA SAMUEL SANTOS) (CASE: 4321)**

WARD 4

Parcel 20: **0910K-01-051.000. LOT 51 BELMEDE SUBD. 3902 BELMEDE PL. CUT & CLEAN THE PROPERTY, REMOVE ALL WEEDS & VINES, REMOVE & HAUL OFF ALL TRASH AND DEBRIS. (EMPIRE INVESTMENTS #2 LLC) (CASE: 4700)**

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WARD 6

Parcel 22: **0908E-01-041.000. LOT 38 RESERVATION EST UNIT 2 PART 1. 129 RESERVATION DR. CUT & CLEAN THE PROPERTY, REMOVE ALL WEEDS & VINES, REMOVE & HAUL OFF ALL TRASH AND DEBRIS. (HUEBNER JON T & MARCIA L) (CASE: 4941)**

WARD 7

Parcel 23: **0807M-03-048.000. LOT 102 NORTHWOOD HILLS NORTH SUBD. 15283 NORTHWOOD HILLS DR. CUT & CLEAN THE PROPERTY, REMOVE ALL WEEDS & VINES, REMOVE & HAUL OFF ALL TRASH AND DEBRIS. (SCHMALL ERIC S) (CASE: 4930)**

CITY OF GULFPORT
URBAN DEVELOPMENT
CODE ENFORCEMENT
POSTINGS

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WARD 1

0711G-05-040.000 - 0 49TH AVE - CASEY CLAUDETTE
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0711H-02-028.000 - 3604 18TH ST - GOLIDAY ETHEL L MASTERS
0711H-05-050.000 - 1710 41ST AVE - RIVERA PAULINO MORALES
0711H-05-058.000 - 1717 41ST AVE - FORREST HOLDINGS INC
0711J-02-024.000 - 1017 43RD AVE - PICKERING JAMES
0711J-07-022.000 - 1017 CAMP AVE - BROWN FANNIE E
0711J-07-023.000 - 1019 CAMP AVE - FANNIE BROWN
0711J-07-026.000 - 1027 CAMP AVE - STATE OF MS
0711J-07-051.000 - 4422 WEST RAILROAD ST - JOHNSTON JAMES W TRUST
0711K-03-082.000 - 1204 HARDY AVE - MCINTOSH KEISHA
0711K-04-068.000 - 0 DIXIE AVE - STATE OF MISSISSIPPI
0711L-02-001.000 - 4919 17TH ST - WESTLEY JAMES & DELPHINE

WARD 2

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WARD 3

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WARD 4

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WARD 7

0807M-03-048.000 - 15283 NORTHWOOD HILLS DR - SCHMALL ERIC S

CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5718
Fax: 228-214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

October 4, 2019

CASEY CLAUDETTE
1322 BEACH AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0711G-05-040.000
49TH AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances.

The violations are as follows: OVERGROWN PROPERTY, IPMC 302.4
TRASH & DEBRIS, IPMC 308.1

Based on the violations identified, the City requests that you take the following corrective

CUT & CLEAN THE PROPERTY
REMOVE ALL TRASH AND DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 11/05/2019 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Robert Beaugez

Robert Beaugez
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR

Case Number: 4703

CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5718
Fax: 228-214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

October 2, 2019

JACOBS HORACE
2800 49TH AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0710O-02-100.000
2800 49TH AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances.

The violations are as follows: TRASH & DEBRIS, IPMC 308.1

Based on the violations identified, the City requests that you take the following corrective

REMOVE ALL TRASH AND DEBRIS
REMOVE CONCRETE

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 11/05/2019 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Robert Beaugez

Robert Beaugez
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR

Case Number: 4816

CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5718
Fax: 228-214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

October 4, 2019

GOLIDAY ETHEL L MASTERS
8139 S STEWART
CHICAGO, IL 60620

Reference: Tax Parcel Number: 0711H-02-028.000
3604 18TH ST

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances.

The violations are as follows: TRASH & DEBRIS, IPMC 308.1

Based on the violations identified, the City requests that you take the following corrective
REMOVE ALL TRASH AND DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 11/05/2019 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Robert Beaugez

Robert Beaugez
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR

Case Number: 4837

CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5718
Fax: 228-214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

October 11, 2019

RIVERA PAULINO MORALES
2105 DEERFIELD RD
TERRYTOWN, LA 70056

Reference: Tax Parcel Number: 0711H-05-050.000
1710 41ST AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances.

The violations are as follows: OVERGROWN PROPERTY, IPMC 302.4
TRASH & DEBRIS, IPMC 308.1

Based on the violations identified, the City requests that you take the following corrective

CUT & CLEAN THE PROPERTY
REMOVE ALL TRASH AND DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 11/05/2019 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Robert Beaugez

Robert Beaugez
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR

Case Number: 4898

CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5718
Fax: 228-214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

October 4, 2019

FORREST HOLDINGS INC
45 3RD AVE SE
LEMARS, IA 51031

Reference: Tax Parcel Number: 0711H-05-058.000
1717 41ST AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances.

The violations are as follows: OVERGROWN PROPERTY, IPMC 302.4
TRASH & DEBRIS, IPMC 308.1

Based on the violations identified, the City requests that you take the following corrective

CUT & CLEAN THE PROPERTY
REMOVE ALL TRASH AND DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 11/05/2019 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Robert Beaugez

Robert Beaugez
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR

Case Number: 4779

CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5718
Fax: 228-214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

October 4, 2019

PICKERING JAMES
P O BOX 9
Gulfport, MS 39502

Reference: Tax Parcel Number: 0711J-02-024.000
1017 43RD AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances.

The violations are as follows: OVERGROWN PROPERTY, IPMC 302.4
TRASH & DEBRIS, IPMC 308.1

Based on the violations identified, the City requests that you take the following corrective

CUT & CLEAN THE PROPERTY
REMOVE ALL TRASH AND DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 11/05/2019 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Robert Beaugez

Robert Beaugez
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR

Case Number: 4684

CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5718
Fax: 228-214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

October 3, 2019

BROWN FANNIE E
1017 CAMP AVE
LONG BEACH, MS 39565

Reference: Tax Parcel Number: 0711J-07-022.000
1017 CAMP AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances.

The violations are as follows: OVERGROWN PROPERTY, IPMC 302.4
TRASH & DEBRIS, IPMC 308.1

Based on the violations identified, the City requests that you take the following corrective

CUT & CLEAN THE PROPERTY
REMOVE ALL TRASH AND DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 11/05/2019 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Robert Beaugez

Robert Beaugez
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR

Case Number: 4953

CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5718
Fax: 228-214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

October 3, 2019

FANNIE BROWN
1019 Camp Ave
Gulfport, MS 39501

Reference: Tax Parcel Number: 0711J-07-023.000
1019 CAMP AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances.

The violations are as follows: OVERGROWN PROPERTY, IPMC 302.4
TRASH & DEBRIS, IPMC 308.1

Based on the violations identified, the City requests that you take the following corrective

CUT & CLEAN THE PROPERTY
REMOVE ALL TRASH AND DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 11/05/2019 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Robert Beaugez

Robert Beaugez
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR

Case Number: 4949

CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5718
Fax: 228-214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

October 3, 2019

STATE OF MS
P O Box 136
Jackson, MS 39205

Reference: Tax Parcel Number: 0711J-07-026.000
1027 CAMP AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances.

The violations are as follows: OVERGROWN PROPERTY, IPMC 302.4
TRASH & DEBRIS, IPMC 308.1

Based on the violations identified, the City requests that you take the following corrective

CUT & CLEAN THE PROPERTY
REMOVE ALL TRASH AND DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 11/05/2019 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Robert Beaugez

Robert Beaugez
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR

Case Number: 4948

CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5718
Fax: 228-214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

October 4, 2019

JAMES JOHNSTON
1922 23rd Ave
Gulfport, MS 39501

Reference: Tax Parcel Number: 0711J-07-051.000
4422 WEST RAILROAD ST

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances.

The violations are as follows:

OVERGROWN PROPERTY, IPMC 302.4
TRASH & DEBRIS, IPMC 308.1
VISUAL OBSTRUCTION, SEC IV D 4

Based on the violations identified, the City requests that you take the following corrective

CUT & CLEAN THE PROPERTY
REMOVE ALL TRASH AND DEBRIS
REMOVE OBSTRUCTION

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 11/05/2019 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Robert Beaugez

Robert Beaugez
CODE ENFORCEMENT
cc: Mayor Billy Hewes

CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5718
Fax: 228-214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

October 10, 2019

MCINTOSH KEISHA
1204 HARDY AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0711K-03-082.000
1204 HARDY AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances.

The violations are as follows: OVERGROWN PROPERTY, IPMC 302.4
TRASH & DEBRIS, IPMC 308.1

Based on the violations identified, the City requests that you take the following corrective

CUT & CLEAN THE PROPERTY
REMOVE ALL TRASH AND DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 11/05/2019 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Robert Beaugez

Robert Beaugez
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR

Case Number: 4981

CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5718
Fax: 228-214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

October 3, 2019

STATE OF MS
P O Box 136
Jackson, MS 39205

Reference: Tax Parcel Number: 0711K-04-068.000
DIXIE AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances.

The violations are as follows: OVERGROWN PROPERTY, IPMC 302.4
TRASH & DEBRIS, IPMC 308.1

Based on the violations identified, the City requests that you take the following corrective

CUT & CLEAN THE PROPERTY
REMOVE ALL TRASH AND DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 11/05/2019 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Robert Beaugez

Robert Beaugez
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR

Case Number: 4959

CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5718
Fax: 228-214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

October 2, 2019

WESTLEY JAMES & DELPHINE
5185 MAPLERIDGE DR
COLUMBUS, OH 43232

Reference: Tax Parcel Number: 0711L-02-001.000
4919 17TH ST

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances.

The violations are as follows: OVERGROWN PROPERTY, IPMC 302.4
TRASH & DEBRIS, IPMC 308.1

Based on the violations identified, the City requests that you take the following corrective

CUT & CLEAN THE PROPERTY
REMOVE ALL TRASH AND DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 11/05/2019 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Robert Beaugez

Robert Beaugez
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR

Case Number: 4522

CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5718
Fax: 228-214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

October 7, 2019

SANDERS TIMOTHY
11 CLIFTON AVE
RIVERSIDE, RI 02915

Reference: Tax Parcel Number: 0711N-02-070.000
615 RUTH AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances.

The violations are as follows: OVERGROWN PROPERTY, IPMC 302.4

Based on the violations identified, the City requests that you take the following corrective
CUT & CLEAN THE PROPERTY

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 11/05/2019 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Robert Beaugez

Robert Beaugez
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND

Case Number: 4963

CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5718
Fax: 228-214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

October 4, 2019

SPRUILL LINDA E
2310 MAGNOLIA PL
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811A-02-083.000
2310 MAGNOLIA PL

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances.

The violations are as follows:

OVERGROWN PROPERTY, IPMC 302.4
WEEDS & VINES, IPMC 302.4
TRASH & DEBRIS, IPMC 308.1
UNSANITARY POOL, IPMC 303.1
CLUTTER, IPMC 302.10

Based on the violations identified, the City requests that you take the following corrective

CUT & CLEAN THE PROPERTY
REMOVE WEEDS & VINES
REMOVE ALL TRASH AND DEBRIS
CLEAN AND SANITIZE POOL
REMOVE CLUTTER AND DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 11/05/2019 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5718
Fax: 228-214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

October 11, 2019

HGM HOLDINGS LLC
575 E Locust Ave STE 120
Fresno, CA 93720

Reference: Tax Parcel Number: 0811A-04-095.000
2612 JOAN AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances.

The violations are as follows: OVERGROWN PROPERTY, IPMC 302.4
TRASH & DEBRIS, IPMC 308.1

Based on the violations identified, the City requests that you take the following corrective

CUT & CLEAN THE PROPERTY
REMOVE ALL TRASH AND DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 11/05/2019 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Robert Beaugez

Robert Beaugez
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND

Case Number: 4895

CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5718
Fax: 228-214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

October 9, 2019

BRESCHER HEIDI CHRISTIN
1750 PASS RD
BILOXI, MS 39531

Reference: Tax Parcel Number: 0910M-03-006.000
2917 GULF AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances.

The violations are as follows: OVERGROWN PROPERTY, IPMC 302.4
TRASH & DEBRIS, IPMC 308.1

Based on the violations identified, the City requests that you take the following corrective

CUT & CLEAN THE PROPERTY
REMOVE ALL TRASH AND DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 11/05/2019 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Robert Beaugez

Robert Beaugez
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND

Case Number: 4975

CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5718
Fax: 228-214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

October 7, 2019

SALAAM RASHID ABDUL
631 N FOREST DR
GULFPORT, MS 39507

Reference: Tax Parcel Number: 1010L-02-044.000 / 624 NORTH FOREST DR

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances.

The violations are as follows: UNSAFE STRUCTURE, IPMC 108.1.1

Based on the violations identified, the City requests that you take the following corrective action:

DEMOLISH STRUCTURE AND HAUL OFF ALL DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 11/05/2019 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Linda Allen

Linda Allen
CODE ENFORCEMENT

cc: Mayor Billy Hewes
KALE Farms LLC, 557 Windwood Lake Drive, Cape Girardeau, MO 63701
Long Land Investments Inc., 9581 Highway 45 North, Lauderdale, MS 39335

Council Member: RON ROLAND Case Number: 4954

CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5718
Fax: 228-214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

October 2, 2019

ESPINOZA SAMUEL SANTOS
2915 SE MONROE ST
MILWAUKEE, OR 97222

Reference: Tax Parcel Number: 0911C-01-003.000
211 28TH ST

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances.

The violations are as follows: OVERGROWN PROPERTY, IPMC 302.4
EXT MAINTENANCE, IPMC 304.1

Based on the violations identified, the City requests that you take the following corrective

CUT & CLEAN THE PROPERTY
MAKE NECESSARY REPAIRS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 11/05/2019 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

TRAVIS JOHNSON

TRAVIS JOHNSON
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES

Case Number: 4321

CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5718
Fax: 228-214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

October 2, 2019

EMPIRE INVESTMENTS #2 LLC
14630 ERNEST ST
BENNINGTON, NE 68007

Reference: Tax Parcel Number: 0910K-01-051.000
3902 BELMEDE PL

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances.

The violations are as follows: OVERGROWN PROPERTY, IPMC 302.4

Based on the violations identified, the City requests that you take the following corrective
CUT & CLEAN THE PROPERTY

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 11/05/2019 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

TRAVIS JOHNSON

TRAVIS JOHNSON
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RUSTY WALKER

Case Number: 4700

CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5718
Fax: 228-214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

October 7, 2019

ENGLEBRETSEN MITSUKO
118 MITZI DR
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0808I-03-143.000
712 BEVERLY DR

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances.

The violations are as follows: OVERGROWN PROPERTY, IPMC 302.4

Based on the violations identified, the City requests that you take the following corrective
CUT & CLEAN THE PROPERTY

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on 11/05/2019 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Ted Molesworth

Ted Molesworth
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: MYLES SHARP

Case Number: 4971

CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5718
Fax: 228-214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

October 9, 2019

HUEBNER JON T & MARCIA L
129 RESERVATION DR
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0908E-01-041.000
129 RESERVATION DR

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances.

The violations are as follows: OVERGROWN PROPERTY, IPMC 302.4

Based on the violations identified, the City requests that you take the following corrective
CUT & CLEAN THE PROPERTY

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on 11/05/2019 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Ted Molesworth

Ted Molesworth
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: R LEE FLOWERS

Case Number: 4941

CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5718
Fax: 228-214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

October 15, 2019

SCHMALL ERIC S
18134 SOUTH VILLAGE DRIVE
SAUCIER, MS 39574

Reference: Tax Parcel Number: 0807M-03-048.000
15283 NORTHWOOD HILLS DR

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances.

The violations are as follows: OVERGROWN PROPERTY, IPMC 302.4

Based on the violations identified, the City requests that you take the following corrective
CUT & CLEAN THE PROPERTY

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on NOVEMBER 5, 2019 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Ted Molesworth

Ted Molesworth
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: CARA PUCHEU

Case Number: 4930

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Gregory Holmes, Planning Administrator
Urban Development Department

Date: October 25, 2019

Re: **Short form Resubdivision Case 1911PC142:**
Harrison County Development Commission, property owner, requests to divide the 126.69-acre tax parcel 1009J-01-001.000 into six new parcels zoned I-2 (Heavy industrial): located north of and adjacent to the Industrial Waterway, south of the Biloxi River, east of and adjacent to Reichold Road, and west of Big Lake, in Ward 5.

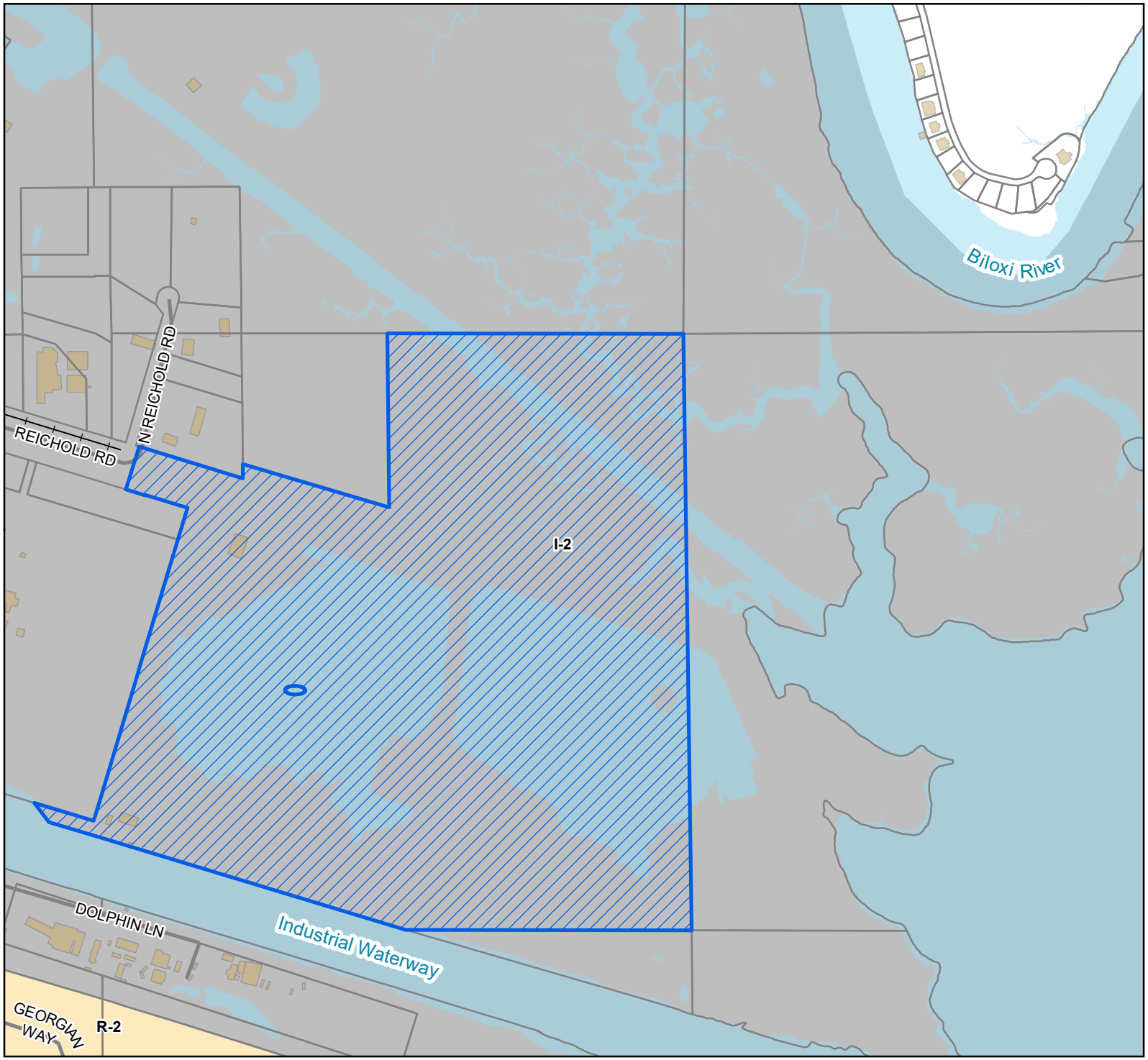
Subject: Resubdivision of tax parcel number 1009J-01-001.000

Recommendation: This re-subdivision was not reviewed by the Planning Commission and, therefore, does not include a recommendation of the Planning Commission. The request is being submitted directly to the City Council under Sec 9-48 (e) Special Provisions with a recommendation of approval by the Planning Administrator and Planning Commission Chairman.

Please place the attached item on the Council agenda for November 5, 2019.

1911PC142

Resubdivision



Legend

- Site
- Street
- Railroad
- Parcels
- Buildings

Zoning

- I-2 - Heavy Industry District
- R-2 - Single Family Residence District (Medium Density)
- Water Features

Site Information

1009J-01-001.000
Zoning: I-2 (Heavy industrial)
Size: 126.69 acres
Flood: X, AE

0 100 200 300
Yards

1 inch = 624 feet

N W E S

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

Revision date 11/29/17.

$205

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

APPLICATION FOR RESUBDIVISION

Property Information

For Staff Use Only

Case File #: 1911PC142

Date Received: 17 OCT ~~30 Sept~~ 2019

Receipt #:

Received By: ES CL

Zoning: I-2

Ward: W Flood: AE, X

Size:

(If necessary, use separate sheet of paper)

TAX PARCEL # 1009J - 01 - 001.000

Address of Property Involved: End of Reicold Rd.

Lot(s) , Block(s) , Subdivision Bernard Bayou Industrial Park

General Location:

GENERAL DESCRIPTION OF REQUEST:
To subdivide the larger parcel into smaller tracts survey provided
6 new Parcels

OWNERSHIP AND CERTIFICATION:

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

OWNER	AGENT
Harrison County Dev Comm	
Printed Name Of Owner	Printed Name Of Agent
12281 Intraplex Pkwy	
Mailing Address	Mailing Address
Gulfport MS 39503	
City State Zip code	City State Zip code
228-896-5020	
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
blavers@mscoast.org	
Email	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.

9/29/19

None of these resubdivisions are in any violation of restrictive covenants

Sincerely

Bill Lavers

Bill Lavers

Bill Lavers

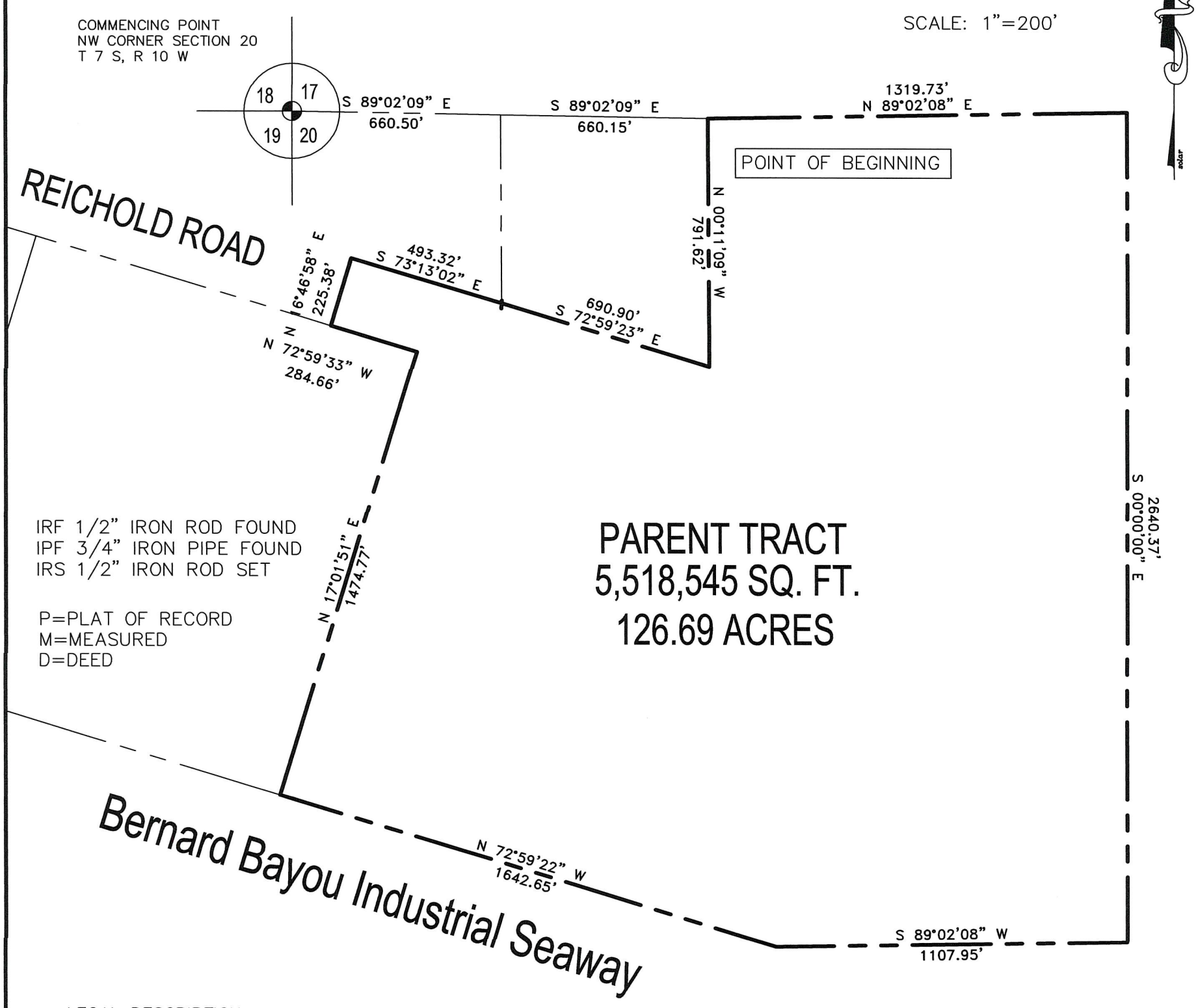
10/3/19

Sworn to and subscribed to me this 17th day of October 2019

Notary:

STATE OF MISSISSIPPI
THOMAS SCOTT LANE
ID NO. 92842
Commission Expires
04/23/2021
NOTARY PUBLIC
HARRISON COUNTY

CERTIFICATE OF RE-SUBDIVISION
RE-SUBDIVISION OF PARCEL #1009J-01-001.000
RE-SUBDIVISION OF PART OF SECTION 20, T 7 S, R 11 W
BERNARD BAYOU INDUSTRIAL PARK



IRF 1/2" IRON ROD FOUND
IPF 3/4" IRON PIPE FOUND
IRS 1/2" IRON ROD SET

P=PLAT OF RECORD
M=MEASURED
D=DEED

LEGAL DESCRIPTION
PARENT TRACT

A parcel of land situated in the Northwest 1/4 of Section 20, Township 7 South, Range 10 West, Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Commencing at the Northwest corner of Section 20, Township 7 South, Range 10 West, Gulfport, Mississippi, said corner having State Plane Coordinates of N 337495.32, E 925932.51, thence S 89°02'09" E 1320.65 feet, more or less, to the Point of Beginning, said point being the Northeast corner of the property of Senior's Seven LLC and lying on the North line of said Section 20, thence S 89°02'09" E 1319.73 feet, more or less, along said North line to the Northeast corner of the Northwest 1/4 , thence S 00°11'00" E 2640.37 feet, more or less, to the Southeast corner of the Northwest 1/4 , thence S 89°02'08" W 1107.95 feet, more or less, to the North shoreline of the Bernard Bayou Industrial Seaway, thence N 72°59'22" W 1642.65 feet, more or less, along said shoreline to the Southeast corner of the property now or formerly of Environmental Response Trust, thence N 17°01'51" E along the East line of said property 1474.77 feet, thence N 72°59'33" W 284.66 feet to the East margin of Reichold Road, thence N 16°46'58" E 225.38 feet along said East margin, thence S 73°13'02" E 493.32 feet along the South line of the property of Kappa Development & General Contracting, to the Southeast corner of said property, thence S 72°59'23" E along the South line of the property now or formerly of Senior's Seven LLC, to the southeast corner, thence N 00°11'09" W 791.62 feet along the East line of said property to the Point of Beginning. Said parcel contains 5,518,545 square feet or 126.69 acres, more or less.

This survey does not reflect a title search by Gary A. Durbin, P.L.S., nor should it be considered as such.

This is a Class "C" survey

Bearings based on GPS Observation, USM Network, Mississippi East Zone Grid, convergence angle -0.130449, scale factor 0.999960.

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

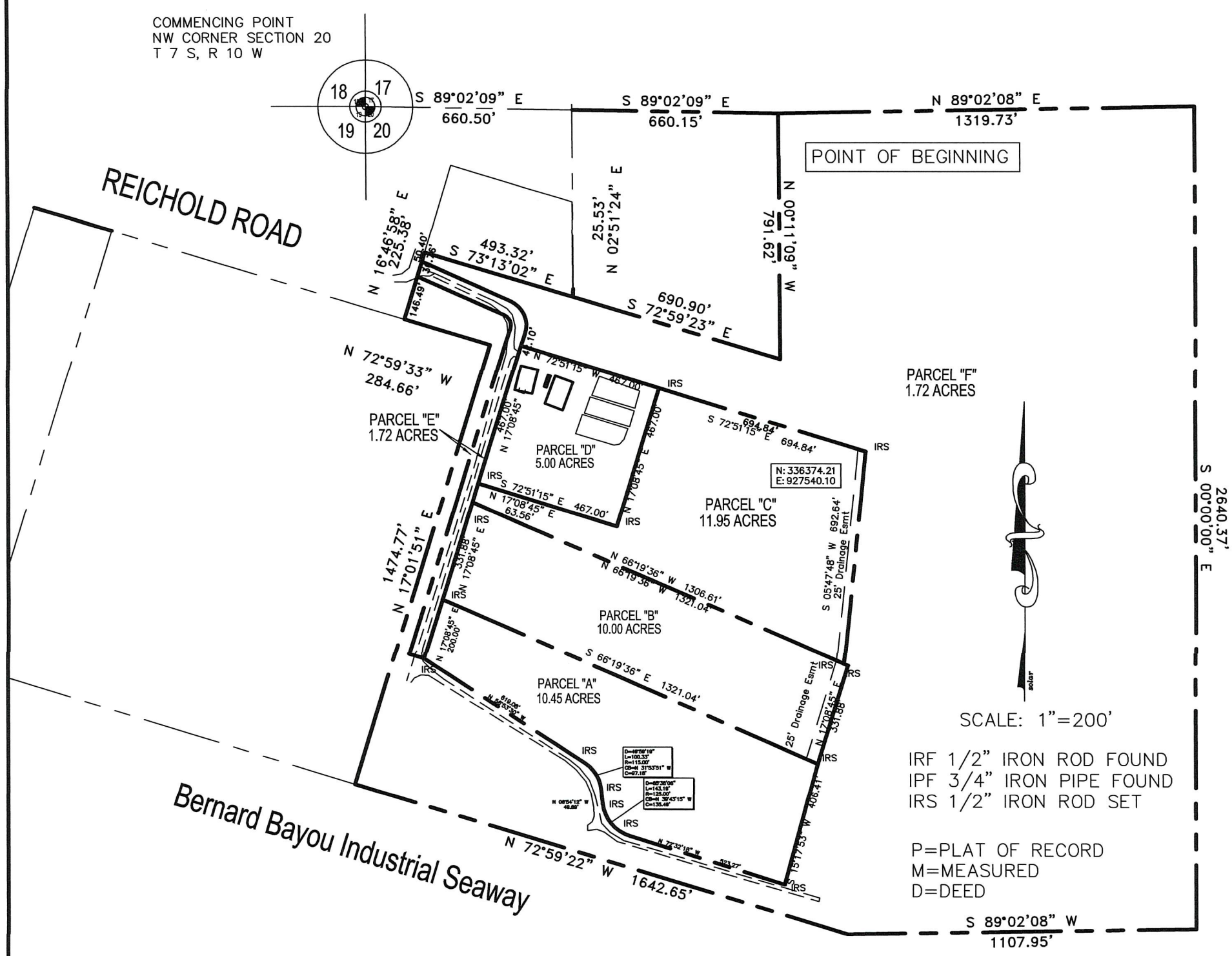
Gary A. Durbin, P.L.S. 2401
July 31, 2019
Revised: September 23, 2019
Revised: October 8, 2019

GARY A. DURBIN Licensed Professional Surveyor PS-2401 STATE OF MISSISSIPPI

SHEET 1 OF 4 10477b

GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
2081 TRAILWOOD DRIVE, BILOXI, MS. 39532
PH. (228) 365-3632

CERTIFICATE OF RE-SUBDIVISION
RE-SUBDIVISION OF PARCEL #1009J-01-001.000
RE-SUBDIVISION OF PART OF SECTION 20, T 7 S, R 11 W
BERNARD BAYOU INDUSTRIAL PARK



SEE SHEET 3 OF 4 FOR LEGALS

This survey does not reflect a title search by Gary A. Durbin, P.L.S., nor should it be considered as such.

This is a Class "C" survey

Bearings based on GPS Observation, USM Network, Mississippi East Zone Grid, convergence angle −0.130449, scale factor 0.999960.

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

Gary A. Durbin, P.L.S. 2401
July 31, 2019
Revised: September 23, 2019
Revised: October 8, 2019

GARY A. DURBIN
Licensed Professional Surveyor
PS-2401
STATE OF MISSISSIPPI

SHEET 2 OF 4 10477b

GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
2081 TRAILWOOD DRIVE, BILOXI, MS. 39532
PH. (228) 365-3632

CERTIFICATE OF RE-SUBDIVISION
RE-SUBDIVISION OF PARCEL #1009J-01-001.000
RE-SUBDIVISION OF PART OF SECTION 20, T 7 S, R 11 W
BERNARD BAYOU INDUSTRIAL PARK

LEGAL DESCRIPTION
PARCEL "A"

A parcel of land situated in the Southwest 1/4 of the Northwest 1/4 of Section 20, Township 7 South, Range 10 West, Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Commencing at the Northwest corner of Section 20, Township 7 South, Range 10 West, Gulfport, Mississippi, said corner having State Plane Coordinates of N 337495.32, E 925932.51, thence N 90°00'00" E 243.30 feet, thence S 00°00'00" E 1602.72 feet to an iron rod set and the Point of Beginning, said point having coordinates of N 335892.60, E 926175.64, thence, S 66°19'36" E 1321.04 feet to an iron rod set having coordinates of N 335362.28, E 927385.53, thence S 15°17'53" W 406.41 feet to an iron rod set, thence N 72°32'18" W 523.27 feet to an iron rod set, thence along a curve to the right having a radius of 125.00 feet for a distance of 143.19 feet to an iron rod set, said curve having a chord bearing of N 39°43'15" W for a distance of 135.49 feet, thence N 06°54'12" W 49.69 feet to an iron rod set, thence along a curve to the left having a radius of 115.00 for a distance of 100.33 feet to an iron rod set, having a chord bearing of N 31°53'51" W 97.18 feet, thence N 56°53'30" W 619.08 feet to an iron rod set, thence N 17°08'45" E 200.00 feet to the Point of Beginning. Said parcel contains 455326 square feet or 10.45 acres. Bearings based on GPS Observation, Mississippi East Zone, convergence angle -0.130449, scale factor 0.999960, per previous survey by Gary A. Durbin, P.L.S. 2401, dated: April 2, 2018.

LEGAL DESCRIPTION
PARCEL "B"

A parcel of land situated in the Southwest 1/4 of the Northwest 1/4 of Section 20, Township 7 South, Range 10 West, Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Commencing at the Northwest corner of Section 20, Township 7 South, Range 10 West, Gulfport, Mississippi, said corner having State Plane Coordinates of N 337495.32, E 925932.51, thence N 90°00'00" E 243.30 feet, thence S 00°00'00" E 1602.72 feet to an iron rod set and the Point of Beginning, said point having coordinates of N 335892.60, E 926175.64, thence, S 66°19'36" E 1321.04 feet to an iron rod set having coordinates of N 335362.18, E 927385.51, thence N 17°08'45" E 331.88 feet to an iron rod set, thence N 66°19'36" W 1321.04 feet to an iron rod set, thence S 17°08'45" W 331.88 feet to the Point of Beginning. Said parcel contains 435,600 square feet or 10.00 acres. Bearings based on GPS Observation, Mississippi East Zone, convergence angle -0.130449, scale factor 0.999960, per previous survey by Gary A. Durbin, P.L.S. 2401, dated: September 17, 2018. Subject to a 25 foot Drainage Easement along the East line.

LEGAL DESCRIPTION
PARCEL "C"

A parcel of land situated in the Southwest 1/4 of the Northwest 1/4 of Section 20, Township 7 South, Range 10 West, Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Commencing at the Northwest corner of Section 20, Township 7 South, Range 10 West, Gulfport, Mississippi, said corner having State Plane Coordinates of N 337495.32, E 925932.51, thence N 90°00'00" E 243.30 feet, thence S 00°00'00" E 1285.58 feet, thence N 90°00'00" E 97.84 feet to an iron rod set and the Point of Beginning, said point having coordinates of N 336209.74, E 926273.48, thence, S 66°19'36" E 1306.61 feet to an iron rod set having coordinates of N 335704.49, E 927437.85, thence N 05°47'48" W 692.64 feet to an iron rod set, thence N 72°51'15" W 694.84 feet to an iron rod set, thence S 17°08'45" W 467.00 feet to an iron rod set, thence N 72°51'15" W 467.00 feet to an iron rod set, thence S 17°08'45" W 63.56 feet to the Point Beginning. Said parcel contains 520,542 square feet or 11.95 acres. Bearings based on GPS Observation, Mississippi East Zone, convergence angle -0.130449, scale factor 0.999960, per previous survey by Gary A. Durbin, P.L.S. 2401, dated: December 6, 2018. Subject to a 40 foot Drainage Easement along the East line.

LEGAL DESCRIPTION
PARCEL "D"

A parcel of land situated in the Southwest 1/4 of the Northwest 1/4 of Section 20, Township 7 South, Range 10 West, Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Commencing at the Northwest corner of Section 20, Township 7 South, Range 10 West, Gulfport, Mississippi, said corner having State Plane Coordinates of N 337495.32, E 925932.51, thence N 90°00'00" E 243.30 feet, thence S 00°00'00" E 1224.84 feet, thence N 90°00'00" E 116.58 feet to an iron rod set and the Point of Beginning, thence S 72°51'15" E 467.00 feet to an iron rod set, thence N 17°08'45" E 467.00 feet to an iron rod set, thence N 72°51'15" W 467.00 feet to an iron rod set, thence S 17°08'45" W 467.00 feet to the Point Beginning. Said parcel contains 218,089 square feet or 5.00 acres. Bearings based on GPS Observation, Mississippi East Zone, convergence angle -0.130449, scale factor 0.999960, per previous survey by Gary A. Durbin, P.L.S. 2401, dated: December 6, 2018.

LEGAL DESCRIPTION
PARCEL "E"

A parcel of land situated in the Southwest 1/4 of the Northwest 1/4 of Section 20, Township 7 South, Range 10 West, Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Commencing at the Northwest corner of Section 20, Township 7 South, Range 10 West, Gulfport, Mississippi, said corner having State Plane Coordinates of N 337495.32, E 925932.51, thence N 90°00'00" E 182.56 feet, thence S 00°00'00" E 505.04 feet to an iron rod set and the Point of Beginning, said point having coordinates of N 336990.28, E 926115.07, and lying on the apparent East margin of Reichold Road, thence S 65°38'20" E 309.49 feet to a point, thence along a curve to the right having a radius of 86.28 feet for a distance of 126.70 feet, having a chord bearing of S 23°34'10" E for a chord distance of 115.62 feet, thence S 17°08'45" 1104.53 feet to an iron rod found, thence N 72°51'15" W 50.00 feet to a point, thence N 17°08'45" E 1105.72 feet, thence along a curve to the left having a radius of 36.28 feet for a distance of 52.28 feet, having a chord bearing of N 23°34'10" W for a chord distance of 48.62 feet, thence N 65°38'20" W 308.57 feet to the apparent East margin of Reichold Road, thence N 23°18'38" E 50.00 feet to the Point of Beginning. Said parcel contains 75,200 square feet or 1.72 acres. Bearings based on GPS Observation, Mississippi East Zone, convergence angle -0.130449, scale factor 0.999960, per previous survey by Gary A. Durbin, P.L.S. 2401, dated: September 17, 2018.

LEGAL DESCRIPTION
PARCEL "F"

A parcel of land situated in the Northwest 1/4 of Section 20, Township 7 South, Range 10 West, Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Commencing at the Northwest corner of Section 20, Township 7 South, Range 10 West, Gulfport, Mississippi, said corner having State Plane Coordinates of N 337495.32, E 925932.51, thence S 89°02'09" E 1320.65 feet, more or less, to the Point of Beginning, said point being the Northeast corner of the property of Senior's Seven LLC and lying on the North line of said Section 20, thence S 89°02'09" E 1319.73 feet, more or less, along said North line to the Northeast corner of the Northwest 1/4 , thence S 00°11'00" E 2640.37 feet, more or less, to the Southeast corner of the Northwest 1/4 , thence S 89°02'08" W 1107.95 feet, more or less, to the North shoreline of the Bernard Bayou Industrial Seaway, thence N 72°59'22" W 1642.65 feet, more or less, along said shoreline to the Southeast corner of the property now or formerly of Environmental Response Trust, thence N 17°01'51" E along the East line of said property 1474.77 feet, thence N 72°59'33" W 284.66 feet to the East margin of Reichold Road, thence N 16°46'58" E 146.49 feet along said East margin, thence S 65°38'20" E 308.57 feet, thence along a curve to the right having a radius of 36.28 feet for a distance of 52.28 feet, having a chord bearing of S 23°34'10" E for a chord distance of 48.62 feet, thence S 17°08'45" W 1105.72 feet, thence S 72°51'15" E 50.00 feet, thence S 56°53'30" E 619.08 feet, thence along a curve to the right having a radius of 115.00 feet for a distance of 100.33 feet, having a chord bearing of S 31°53'51" E for a chord distance of 97.18 feet, thence S 06°54'12" E 49.69 feet, thence along a curve to the left having a radius of 125.00 feet for a distance of 143.19 feet, having a chord bearing of S 39°43'15" E for a chord distance of 135.49 feet, thence S 72°32'18" E 523.27 feet, thence N 15°17'53" E 406.41 feet, thence N 17°08'45" E 331.88 feet, thence N 05°47'48" E 692.64 feet, thence N 72°51'15" W 1161.84 feet, thence N 17°08'45" E 42.10 feet, thence along a curve to the left having a radius of 86.28 feet for a distance of 126.70 feet, having a chord bearing of N 23°34'10" W for a chord distance of 115.62 feet, thence N 65°38'20" W 309.49 feet, htence N 16°46'58" E 30.76 feet, thence S 73°13'02" E 493.32 feet along the South line of the property of Kappa Development & General Contracting, to the Southeast corner of said property, thence S 72°59'23" E along the South line of the property now or formerly of Senior's Seven LLC, to the southeast corner, thence N 00°11'09" W 791.62 feet along the East line of said property to the Point of Beginning. Said parcel contains 3,813,788 square feet or 87.55 acres, more or less.

GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
2081 TRAILWOOD DRIVE, BILOXI, MS. 39532
PH. (228) 365-3632

CERTIFICATE OF RE-SUBDIVISION
RE-SUBDIVISION OF PARCEL #1009J-01-001.000
RE-SUBDIVISION OF PART OF SECTION 20, T 7 S, R 11 W
BERNARD BAYOU INDUSTRIAL PARK

In accordance with Section 9-48 of the Code of Ordinance (Subdivision Regulations) of the City of Gulfport as amended, it is hereby certified that the Gulfport City Planning Commission Chairman and Gulfport City Council have reviewed and approved this Final Plat for the Re-subdivision of Parcel #1009J-01-001.000 of land in Lots A, B, C, D AND E. Re-subdivision of part of Section 20, Township 7 South, Range 11 West, Bernard Bayou Industrial Park, City of Gulfport, First Judicial District of Harrison County, Mississippi. The subject property is generally described as being located at Reichold Road. The ad valorem tax parcel number of the subject property is 1009J-01-001.000. The case file number is _____.

LEGAL DESCRIPTION
PARENT TRACT

A parcel of land situated in the Northwest 1/4 of Section 20, Township 7 South, Range 10 West, Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Commencing at the Northwest corner of Section 20, Township 7 South, Range 10 West, Gulfport, Mississippi, said corner having State Plane Coordinates of N 337495.32, E 925932.51, thence S 89°02'09" E 1320.65 feet, more or less, to the Point of Beginning, said point being the Northeast corner of the property of Senior's Seven LLC and lying on the North line of said Section 20, thence S 89°02'09" E 1319.73 feet, more or less, along said North line to the Northeast corner of the Northwest 1/4 , thence S 00°11'00" E 2640.37 feet, more or less, to the Southeast corner of the Northwest 1/4 , thence S 89°02'08" W 1107.95 feet, more or less, to the North shoreline of the Bernard Bayou Industrial Seaway, thence N 72°59'22" W 1642.65 feet, more or less, along said shoreline to the Southeast corner of the property now or formerly of Environmental Response Trust, thence N 17°01'51" E along the East line of said property 1474.77 feet, thence N 72°59'33" W 284.66 feet to the East margin of Reichold Road, thence N 16°46'58" E 225.38 feet along said East margin, thence S 73°13'02" E 493.32 feet along the South line of the property of Kappa Development & General Contracting, to the Southeast corner of said property, thence S 72°59'23" E along the South line of the property now or formerly of Senior's Seven LLC, to the southeast corner, thence N 00°11'09" W 791.62 feet along the East line of said property to the Point of Beginning. Said parcel contains 5,518,545 square feet or 126.69 acres, more or less.

LEGAL DESCRIPTION

SEE SHEET 3 OF 4 FOR DESCRIPTIONS OF PARCELS "A", "B", "C", "D", "E" AND "F"

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

Ratified and Approved by:

_____
Bill Lavers, Executive Director,
Harrison County Development Commission

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 79282
MARCIA A. CRAWFORD
Commission Expires
Nov. 3, 2021
HARRISON COUNTY

This 16 day of October, 2019.

ACKNOWLEDGE

Before me, the undersigned, authorized in and for the State of Mississippi, County of Harrison, personally appeared the aforenamed Bill Lavers, who acknowledged that they accepted this plat and executed the foregoing certificate and dedication for the purpose therein set forth.

This 16 day of October, 2019.

Marcia A Crawford
Notary Public

My Commission Expires: Nov. 3, 2021

PLANNING COMMISSION

Submitted to and approved by the Gulfport City Planning Commission on the _____day of _____, 2019.

_____
Keith Williams, Chairman
Gulfport City Planning Commission

_____
Gregory Holmes
Planning Division Administrator

APPROVAL

Submitted to and approved by the City of Gulfport, City Council, at the regular meeting of said Council held on the _____day of _____, 2019.

ATTEST: _____ ADOPT: _____

Clerk of Council — President

This re-subdivision plat and certificate of Re-subdivision having been submitted and approved by the Mayor, this _____day of _____, 2019.

_____
Billy Hewes, Mayor

10477b

GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
2081 TRAILWOOD DRIVE, BILOXI, MS. 39532
PH. (228) 365-3632

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Gregory Holmes, Planning Administrator
Urban Development Department

Date: October 21, 2019

Re: **Short form Resubdivision Case 1911PC144:**
Harrison County Development Commission, property owner, requests to redivide 11 acres of two newly-platted parcels from parent tax parcel 0909G-01-001.007 into two new parcels zoned I-2 (Heavy industrial), on Seaway Rd and Logan Cline Dr, Ward 5

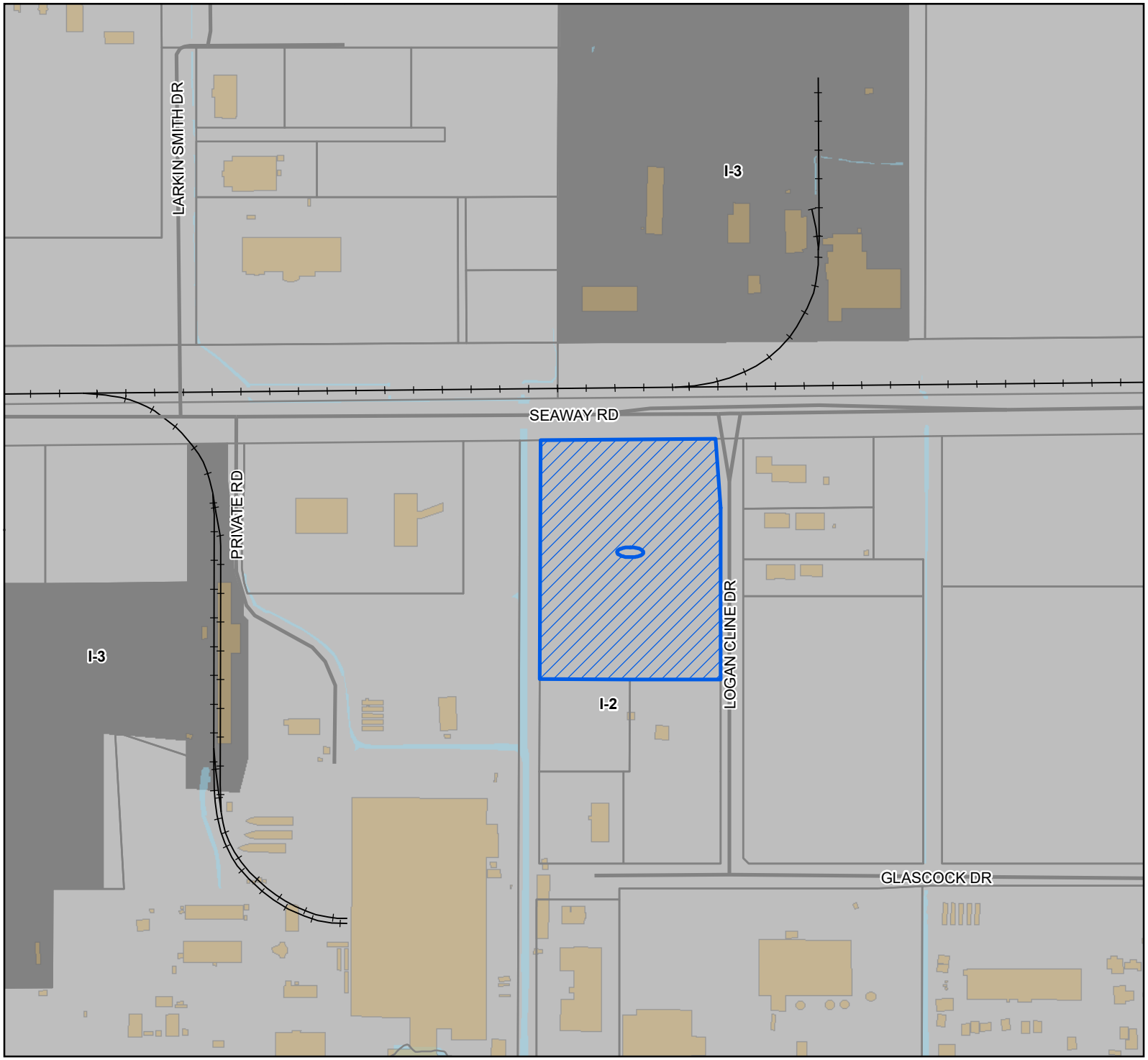
Subject: Resubdivision of tax parcel number 0909G-01-001.007

Recommendation: This re-subdivision was not reviewed by the Planning Commission and, therefore, does not include a recommendation of the Planning Commission. The request is being submitted directly to the City Council under Sec 9-48 (e) Special Provisions with a recommendation of approval by the Planning Administrator and Planning Commission Chairman.

Please place the attached item on the Council agenda for November 5, 2019.

1911PC144

Short-Form Resubdivision



Legend

- Site
- Street
- Railroad
- Parcels
- Buildings
- Water Features

Zoning

- I-2 - Heavy Industry District
- I-3 - Planned Industrial District

Site Information

0909G-01-001.007
Zoning: I-2 (Heavy Industrial)
Size: 11.0 acres
Flood: AE

0 80 160 240
Yards

1 inch = 500 feet

N W E S

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

$185

Revision date 11/29/17.

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

APPLICATION FOR RESUBDIVISION

Property Information

For Staff Use Only

Case File #: 1911 PC 144

Date Received: 17 Oct 2019

Receipt #:

Received By: ES

Zoning: I-2

Ward: 5 Flood: AE

Size:

(If necessary, use separate sheet of paper)

TAX PARCEL # 0 9 0 9 G – 0 1 – 0 0 1 . 0 0 7

Address of Property Involved: Seaway Rd

Lot(s) 7 and 8, Block(s) _____, Subdivision Sub 2 BBIP

General Location: Corner of Seaway Road and Logan Cline

GENERAL DESCRIPTION OF REQUEST:
To Change lot A to 6.0 acres from 5.5 acres lot B to 5 acres from 5.5 acres lot C remains the same. Survey provided

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
Harrison County Dev Comm	
Printed Name Of Owner	Printed Name Of Agent
12281 Intraplex Pkwy	
Mailing Address	Mailing Address
Gulfport MS 39503	
City State Zip code	City State Zip code
228-896-5020	
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
blavers@mscoast.org	
Email	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.

9/29/19

None of these resubdivisions are in any violation of restrictive covenants

Sincerely

Bill Lavers

Bill Lavers

Bill Lavers

10/7/19

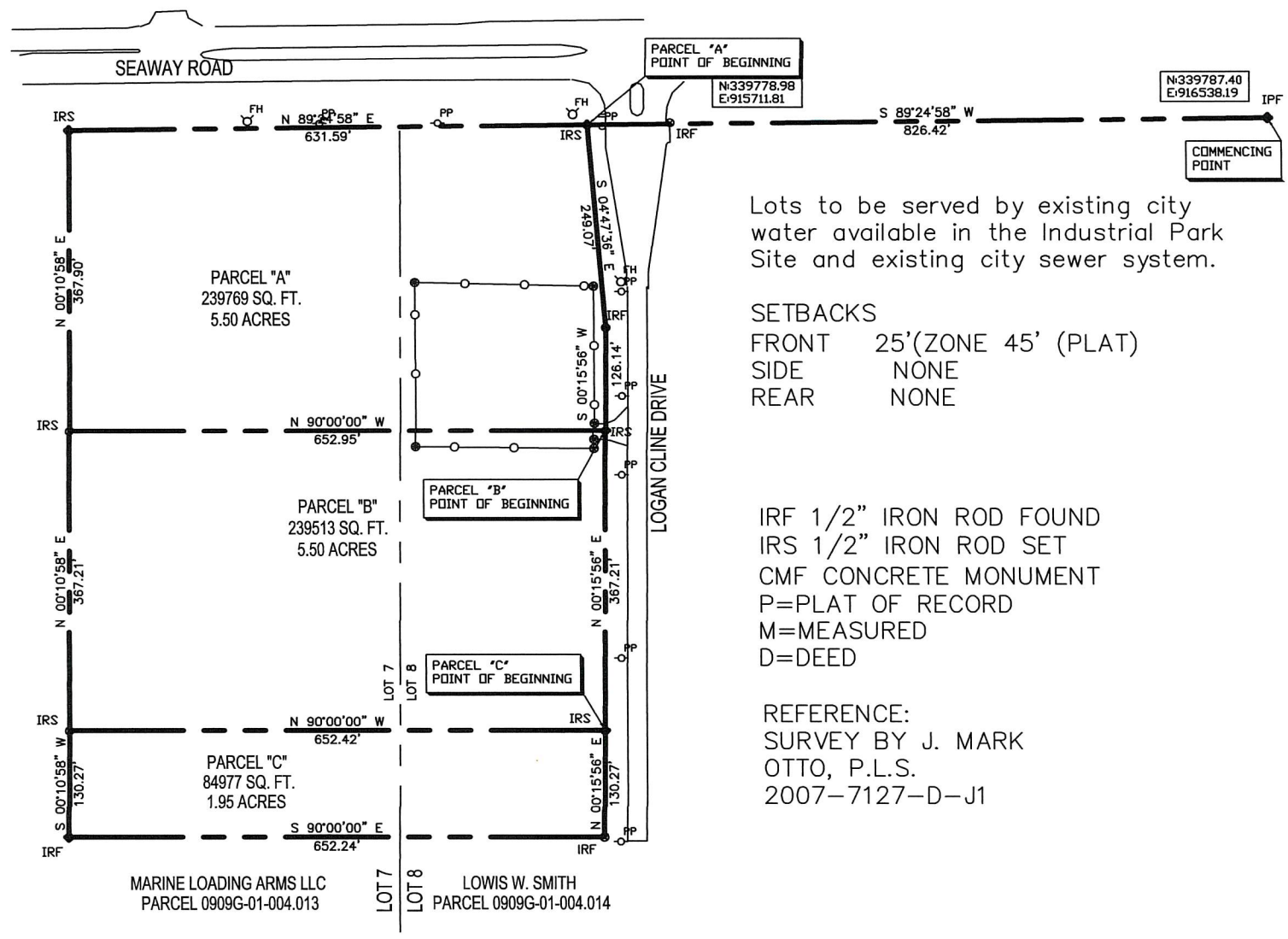
Sworn to and subscribed to me this 7th day of October 2019

Notary

STATE OF MISSISSIPPI
THOMAS SCOTT LANE
ID NO. 92842
Commission Expires
04/23/2021
NOTARY PUBLIC
HARRISON COUNTY

CERTIFICATE OF RE-SUBDIVISION
RE-SUBDIVISION OF PARCEL #0909G-01-001.007
RE-SUBDIVISION OF PART OF LOTS 7 AND 8
SUBDIVISION NO. 2, BERNARD BAYOU INDUSTRIAL PARK

SCALE: 1"=200'



Lots to be served by existing city water available in the Industrial Park Site and existing city sewer system.

SETBACKS
FRONT 25'(ZONE 45' (PLAT)
SIDE NONE
REAR NONE

IRF 1/2" IRON ROD FOUND
IRS 1/2" IRON ROD SET
CMF CONCRETE MONUMENT
P=PLAT OF RECORD
M=MEASURED
D=DEED

REFERENCE:
SURVEY BY J. MARK OTTO, P.L.S.
2007-7127-D-J1

LEGAL DESCRIPTION
PARCEL "A"

A parcel of land located in and being a part of Lots 7 and 8, Subdivision No. 2, Bernard Bayou Industrial District, City of Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Commencing at an iron pipe found, 55 feet East of the Northeast corner of Lot 8, Subdivision No. 2, Bernard Bayou Industrial District, as recorded in Plat Book 25, Page 26, said iron pipe also being the Northeast corner of a 75 foot wide drainage easement and being located on the south margin of Seaway Road, thence S 89°24'58" W 826.42 feet to an iron rod set on said south margin of Seaway Road and on the west margin of Logan Cline Drive and being the Point of Beginning, thence S 04°47'36" E along said west margin of Logan Cline Drive 249.07 feet to an iron rod found, thence S 00°15'56" W 126.14 feet to an iron rod set on said west margin of Logan Cline Drive, thence N 90°00'00" W 652.95 feet to an iron rod set on the East margin of a 75 foot drainage easement, thence N 00°10'58" E 367.90 feet to an iron rod set on the south margin of Seaway Road and the Northeast corner of said 75 foot drainage easement, thence N 89°24'58" E along said south margin 631.59 feet to the Point of Beginning. Said parcel contains 237,903 square feet or 5.50 acres. Bearings based on GPS Observation, Mississippi East Zone, convergence angle -0.130449, scale factor 0.999960, per previous survey by Gary A. Durbin, P.L.S. dated: June 19, 2018.

LEGAL DESCRIPTION
PARCEL "B"

A parcel of land located in and being a part of Lots 7 and 8, Subdivision No. 2, Bernard Bayou Industrial District, City of Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Commencing at an iron pipe found, 55 feet East of the Northeast corner of Lot 8, Subdivision No. 2, Bernard Bayou Industrial District, as recorded in Plat Book 25, Page 26, said iron pipe also being the Northeast corner of a 75 foot wide drainage easement and being located on the south margin of Seaway Road, thence S 89°24'58" W 826.42 feet to an iron rod set on said south margin of Seaway Road and on the west margin of Logan Cline Drive, thence S 04°47'36" E along said west margin of Logan Cline Drive 249.07 feet to an iron rod found, thence S 00°15'56" W 126.14 feet to an iron rod set on said west margin of Logan Cline Drive and the Point of Beginning, thence continue along said west margin S 00°15'56" W 367.21 feet to an iron rod set, N 90°00'00" W 652.42 feet to an iron rod set on the East margin of a 75 foot drainage easement, thence N 00°10'58" E 367.21 feet to an iron rod set, thence S 90°00'00" E 652.95 feet to the Point of Beginning. Said parcel contains 239,769 square feet or 5.50 acres. Bearings based on GPS Observation, Mississippi East Zone, convergence angle -0.130449, scale factor 0.999960, per previous survey by Gary A. Durbin, P.L.S. dated: June 19, 2018.

LEGAL DESCRIPTION
PARCEL "C"

A parcel of land located in and being a part of Lots 7 and 8, Subdivision No. 2, Bernard Bayou Industrial District, City of Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Commencing at an iron pipe found, 55 feet East of the Northeast corner of Lot 8, Subdivision No. 2, Bernard Bayou Industrial District, as recorded in Plat Book 25, Page 26, said iron pipe also being the Northeast corner of a 75 foot wide drainage easement and being located on the south margin of Seaway Road, thence S 89°24'58" W 826.42 feet to an iron rod set on said south margin of Seaway Road and on the west margin of Logan Cline Drive, thence S 04°47'36" E along said west margin of Logan Cline Drive 249.07 feet to an iron rod found, thence S 00°15'56" W 126.14 feet to an iron rod set on said west margin of Logan Cline Drive, thence continue along said west margin S 00°15'56" W 367.21 feet to an iron rod set and the Point of Beginning, thence continue along said west margin S 00°15'56" W 130.27 feet to an iron rod found rod, thence N 90°00'00" W 652.24 feet to an iron rod found on the East margin of a 75 foot drainage easement, thence N 00°10'58" E 130.27 feet to an iron rod set, thence S 90°00'00" E 652.42 feet to the Point of Beginning. Said parcel contains 84,977 square feet or 1.95 acres. Bearings based on GPS Observation, Mississippi East Zone, convergence angle -0.130449, scale factor 0.999960, per previous survey by Gary A. Durbin, P.L.S. dated: June 19, 2018.

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

Gary A. Durbin, P.L.S. 2401
June 19, 2018
Revised: August 7, 2019
Revised: October 16, 2019

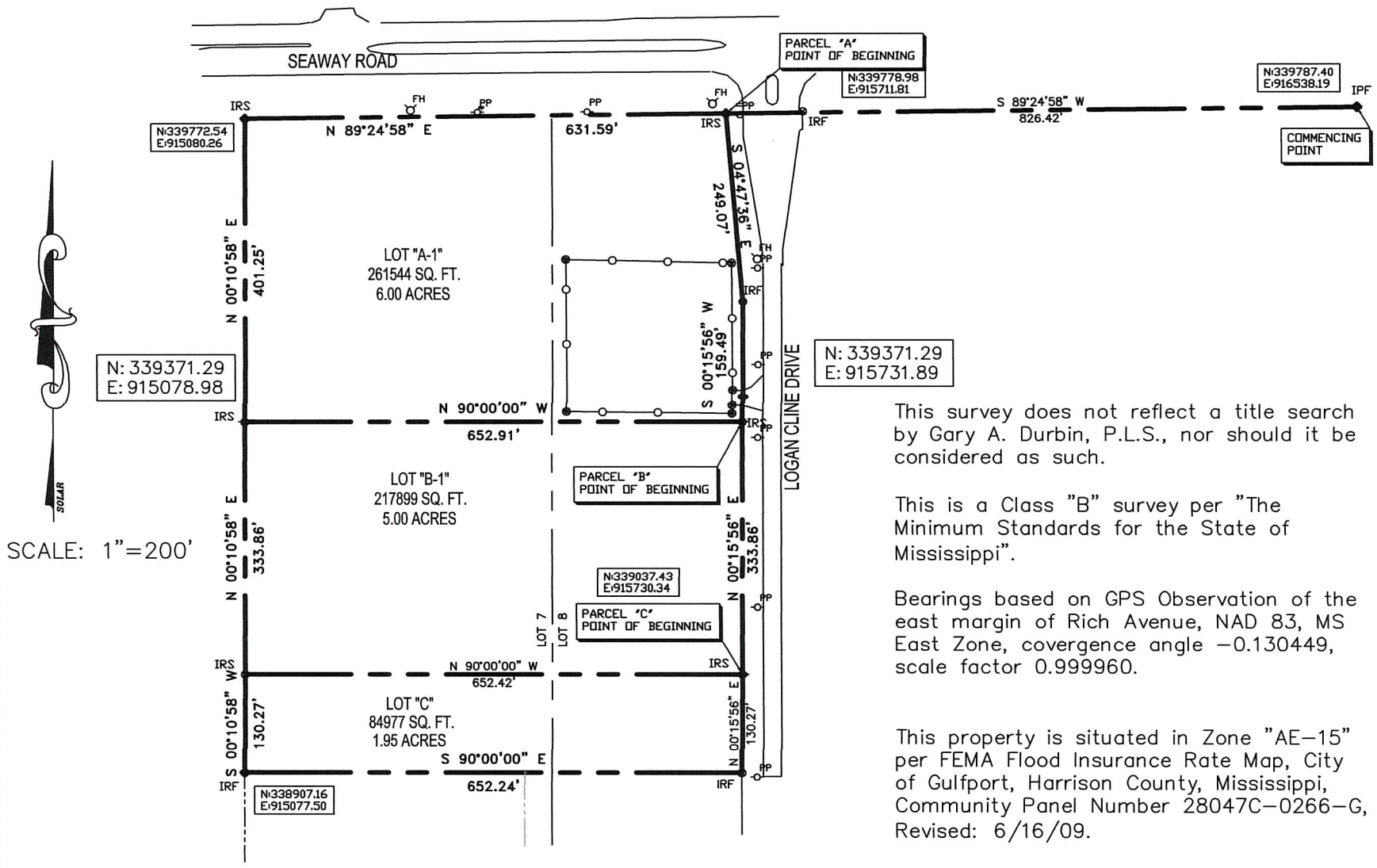
GARY A. DURBIN
Licensed Professional Surveyor
PS-2401
STATE OF MISSISSIPPI

SHEET 1 OF 3

10300a

GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
2081 TRAILWOOD DRIVE, BILOXI, MS. 39532
PH. (228) 365-3632

CERTIFICATE OF RE-SUBDIVISION
RE-SUBDIVISION OF PARCEL #0909G-01-001.007
RE-SUBDIVISION OF PART OF LOTS 7 AND 8
SUBDIVISION NO. 2, BERNARD BAYOU INDUSTRIAL PARK



This survey does not reflect a title search by Gary A. Durbin, P.L.S., nor should it be considered as such.

This is a Class "B" survey per "The Minimum Standards for the State of Mississippi".

Bearings based on GPS Observation of the east margin of Rich Avenue, NAD 83, MS East Zone, covergence angle −0.130449, scale factor 0.999960.

This property is situated in Zone "AE−15" per FEMA Flood Insurance Rate Map, City of Gulfport, Harrison County, Mississippi, Community Panel Number 28047C−0266−G, Revised: 6/16/09.

LEGAL DESCRIPTION
LOT "A−1"

A parcel of land located in and being a part of Lots 7 and 8, Subdivision No. 2, Bernard Bayou Industrial District, City of Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to−wit:

Commencing at an iron pipe found, 55 feet East of the Northeast corner of Lot 8, Subdivision No. 2, Bernard Bayou Industrial District, as recorded in Plat Book 25, Page 26, said iron pipe also being the Northeast corner of a 75 foot wide drainage easement and being located on the south margin of Seaway Road, thence S 89°24'58" W 826.42 feet to an iron rod set on said south margin of Seaway Road and on the west margin of Logan Cline Drive and being the Point of Beginning, thence S 04°47'36" E along said west margin of Logan Cline Drive 249.07 feet to an iron rod found, thence S 00°15'56" W 159.49 feet to an iron rod set on said west margin of Logan Cline Drive, thence N 90°00'00" W 652.91 feet to an iron rod set on the East margin of a 75 foot drainage easement, thence N 00°10'58" E 401.25 feet to an iron rod set on the south margin of Seaway Road and the Northeast corner of said 75 foot drainage easement, thence N 89°24'58" E along said south margin 631.59 feet to the Point of Beginning. Said parcel contains 261544 square feet or 6.00 acres. Bearings based on GPS Observation, Mississippi East Zone, convergence angle −0.130449, scale factor 0.999960, per previous survey by Gary A. Durbin, P.L.S. dated: June 19, 2018.

LEGAL DESCRIPTION
LOT "B−1"

A parcel of land located in and being a part of Lots 7 and 8, Subdivision No. 2, Bernard Bayou Industrial District, City of Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to−wit:

Commencing at an iron pipe found, 55 feet East of the Northeast corner of Lot 8, Subdivision No. 2, Bernard Bayou Industrial District, as recorded in Plat Book 25, Page 26, said iron pipe also being the Northeast corner of a 75 foot wide drainage easement and being located on the south margin of Seaway Road, thence S 89°24'58" W 826.42 feet to an iron rod set on said south margin of Seaway Road and on the west margin of Logan Cline Drive, thence S 04°47'36" E along said west margin of Logan Cline Drive 249.07 feet to an iron rod found, thence S 00°15'56" W 159.49 feet to an iron rod set on said west margin of Logan Cline Drive and the Point of Beginning, thence continue along said west margin S 00°15'56" W 333.86 feet to an iron rod set, N 90°00'00" W 652.42 feet to an iron rod set on the East margin of a 75 foot drainage easement, thence N 00°10'58" E 333.86 feet to an iron rod set, thence S 90°00'00" E 652.91 feet to the Point of Beginning. Said parcel contains 217899 square feet or 5.00 acres. Bearings based on GPS Observation, Mississippi East Zone, convergence angle −0.130449, scale factor 0.999960, per previous survey by Gary A. Durbin, P.L.S. dated: June 19, 2018.

LEGAL DESCRIPTION
LOT "C"

A parcel of land located in and being a part of Lots 7 and 8, Subdivision No. 2, Bernard Bayou Industrial District, City of Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to−wit:

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

Gary A. Durbin, P.L.S. 2401
June 19, 2018
Revised: August 7, 2019
Revised: October 16, 2019

GARY A. DURBIN
Licensed Professional Surveyor
PS-2401
STATE OF MISSISSIPPI

SHEET 2 OF 3 10300a

GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
2081 TRAILWOOD DRIVE, BILOXI, MS. 39532
PH. (228) 365−3632

CERTIFICATE OF RE-SUBDIVISION
RE-SUBDIVISION OF PARCEL #0909G-01-001.007
RE-SUBDIVISION OF PART OF LOTS 7 AND 8
SUBDIVISION NO. 2, BERNARD BAYOU INDUSTRIAL PARK

In accordance with Section 9-48 of the Code of Ordinance (Subdivision Regulations) of the City of Gulfport as amended, it is hereby certified that the Gulfport City Planning Commission Chairman and Gulfport City Council have reviewed and approved this Final Plat for the Re-subdivision of Parcel #0909G-01-001.007 of land in Lots A.B. AND C, Re-subdivision of part of Lots 7 and 8, Subdivision No. 2, Bernard Bayou Industrial Park, City of Gulfport, First Judicial District of Harrison County, Mississippi. The subject property is generally described as being located at Seaway Road and Logan Cline Drive. The ad valorem tax parcel number of the subject property is 0909G-01-001.007. The case file number is _____.

PARENT LEGALS SEE SHEET 1 OF 3

LEGAL DESCRIPTION
LOT "A-1"

A parcel of land located in and being a part of Lots 7 and 8, Subdivision No. 2, Bernard Bayou Industrial District, City of Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

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LEGAL DESCRIPTION
LOT "B-1"

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LEGAL DESCRIPTION
LOT "C"

A parcel of land located in and being a part of Lots 7 and 8, Subdivision No. 2, Bernard Bayou Industrial District, City of Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

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

Ratified and Approved by:

_____
Bill Lavers, Executive Director,
Harrison County Development Commission

This 17 day of October, 2019.

ACKNOWLEDGE

Before me, the undersigned, authorized in and for the State of Mississippi, County of Harrison, personally appeared the aforenamed Bill Lavers, who acknowledged that they accepted this plat and executed the foregoing certificate and dedication for the purpose therein set forth.

This 17th day of October, 2019.

Michelle McGraw
Notary Public My Commission Expires: 8-19-2023

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 113474 MICHELLE McGRAW Commission Expires Aug. 19, 2023 HARRISON COUNTY

PLANNING COMMISSION

Submitted to and approved by the Gulfport City Planning Commission on the _____day of _____, 2019.

_____
Keith Williams, Chairman
Gulfport City Planning Commission

_____
Gregory Holmes
Planning Division Administrator

APPROVAL

Submitted to and approved by the City of Gulfport, City Council, at the regular meeting of said Council held on the _____day of _____, 2019.

ATTEST: _____ ADOPT: _____

Clerk of Council President

This re-subdivision plat and certificate of Re-subdivision having been submitted and approved by the Mayor, this _____day of _____, 2019.

_____
Billy Hewes, Mayor

10300a
rev 8/19

SHEET 3 OF 3 GARY A. DURBIN, P.L.S.

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Gregory Holmes, Planning Administrator
Urban Development Department

Date: October 25, 2019

Re: **Short form Final Plat 1912PC151:**
Jacques Pucheu, agent, requests a final plat for a cemetery zoned R-2 (Single-family): located north of Sundown Drive, south of West Taylor Road, east of and adjacent to Carl Legett Road, and west of Lorraine Road, in Ward 4.

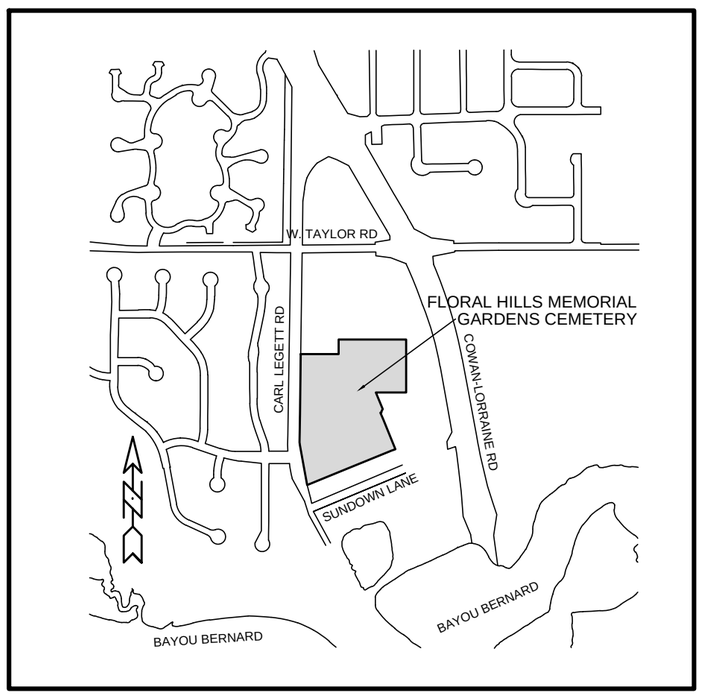
Subject: Final Plat of tax parcel number 1010D-01-009.001, 1010D-01-002.000, 1010D-01-003.000, 1010D-01-004.000

Recommendation: This re-subdivision was not reviewed by the Planning Commission and, therefore, does not include a recommendation of the Planning Commission. The request is being submitted directly to the City Council under Sec 9-48 (e) Special Provisions with a recommendation of approval by the Planning Administrator and Planning Commission Chairman.

Please place the attached item on the Council agenda for November 5, 2019.

2019 ADDITION TO FLORAL HILLS MEMORIAL GARDENS

SITUATED IN SECTION 30, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI



VICINITY MAP
NOT TO SCALE

OWNER'S CERTIFICATE AND DEDICATION

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF RECORD OF THE LAND SHOWN ON THIS PLAT AND DECLARES THIS TO BE A CORRECT PLAT OF THE 2019 ADDITION TO FLORAL HILLS MEMORIAL GARDENS CEMETERY AND THAT SAID OWNER HEREBY DEDICATES THE RIGHTS-OF-WAY, UTILITIES AND EASEMENTS UNTO THE CITY OF GULFPORT, HARRISON COUNTY FOR PUBLIC USE FOREVER.

WITNESS MY SIGNATURE ON THIS _____ DAY OF _____ 2019.

5P EXEQUY HOLDING, LLC BY IT'S MANAGING MEMBER JACQUES PUCHEU

_____

BY: JACQUES PUCHEU
MANAGING MEMBER

ACKNOWLEDGMENT

STATE OF MISSISSIPPI, COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the _____ day of _____, 2019, within my jurisdiction, the within named Jacques Pucheu, who acknowledged to me that he is managing member of 5P Exequy Holding, LLC, a limited liability company, and that for and on behalf of said corporation as member of said limited liability company, and as the act and deed of said corporation as member of said limited liability company, he executed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation and said limited liability company so to do.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____ , 2019.

_____ _____

NOTARY PUBLIC MY COMMISSION EXPIRES:

SURVEYOR'S CERTIFICATE

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

WITNESS MY SIGNATURE ON THIS _____ DAY OF _____ 2019.

_____

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

CERTIFICATE OF APPROVAL AND ACCEPTANCE

THIS CEMETERY PLAT HAS BEEN SUBMITTED TO AND APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI BY ORDER DULY ADOPTED ON THE _____ DAY OF _____, 2019, AND ENTERED IN THE OFFICIAL MINUTES OF THE CITY OF GULFPORT IN MINUTE BOOK NO.: _____ PAGES _____.

CITY OF GULFPORT

BY: _____ _____
BILLY HEWES, MAYOR DATE OF EXECUTION

BY: _____ _____
F.B. 'RUSTY' WALKER, IV, COUNCIL PRESIDENT DATE OF EXECUTION

CERTIFICATE OF COMPARISON

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE HAVE COMPARED THIS DUPLICATE PLAT OF THE 2019 ADDITION TO FLORAL HILLS MEMORIAL GARDENS CEMETERY WITH THE ORIGINAL PLAT HEREOF AND FIND THE SAME TO BE AN EXACT COPY THEREFORE.

WITNESS OUR SIGNATURES ON THIS _____ DAY OF _____ 2019.

_____ _____

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

RECORDING CERTIFICATE

FILED AND RECORDED IN DUPLICATE ON THIS _____DAY OF _____ 2019, IN THE RECORD OF PLATS OF HARRISON COUNTY, MISSISSIPPI IN PLAT BOOK _____ , ON PAGE _____.

_____

JOHN MCADAMS, CHANCERY CLERK

BY: _____ D.C.

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

EMAIL: cliffordcrosby@cableone.net

CROSBY JOB NUMBER- 15339

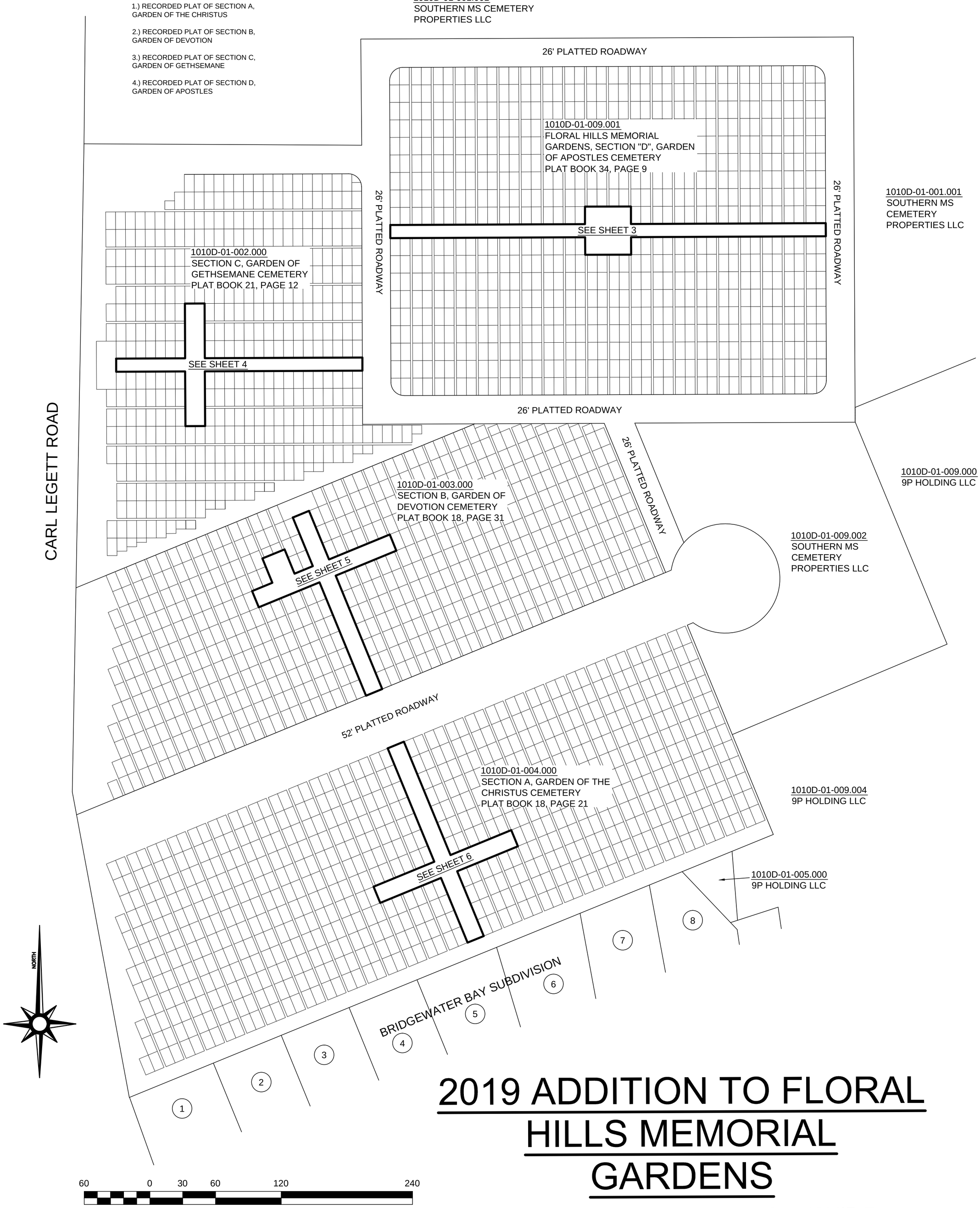
REFERENCE MATERIALS:

1.) RECORDED PLAT OF SECTION A, GARDEN OF THE CHRISTUS

2.) RECORDED PLAT OF SECTION B, GARDEN OF DEVOTION

3.) RECORDED PLAT OF SECTION C, GARDEN OF GETHSEMANE

4.) RECORDED PLAT OF SECTION D, GARDEN OF APOSTLES



2019 ADDITION TO FLORAL HILLS MEMORIAL GARDENS

SITUATED IN SECTION 30, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI

CROSBY SURVEYING
PROFESSIONAL LAND SURVEYING
716 LIVE OAK DRIVE
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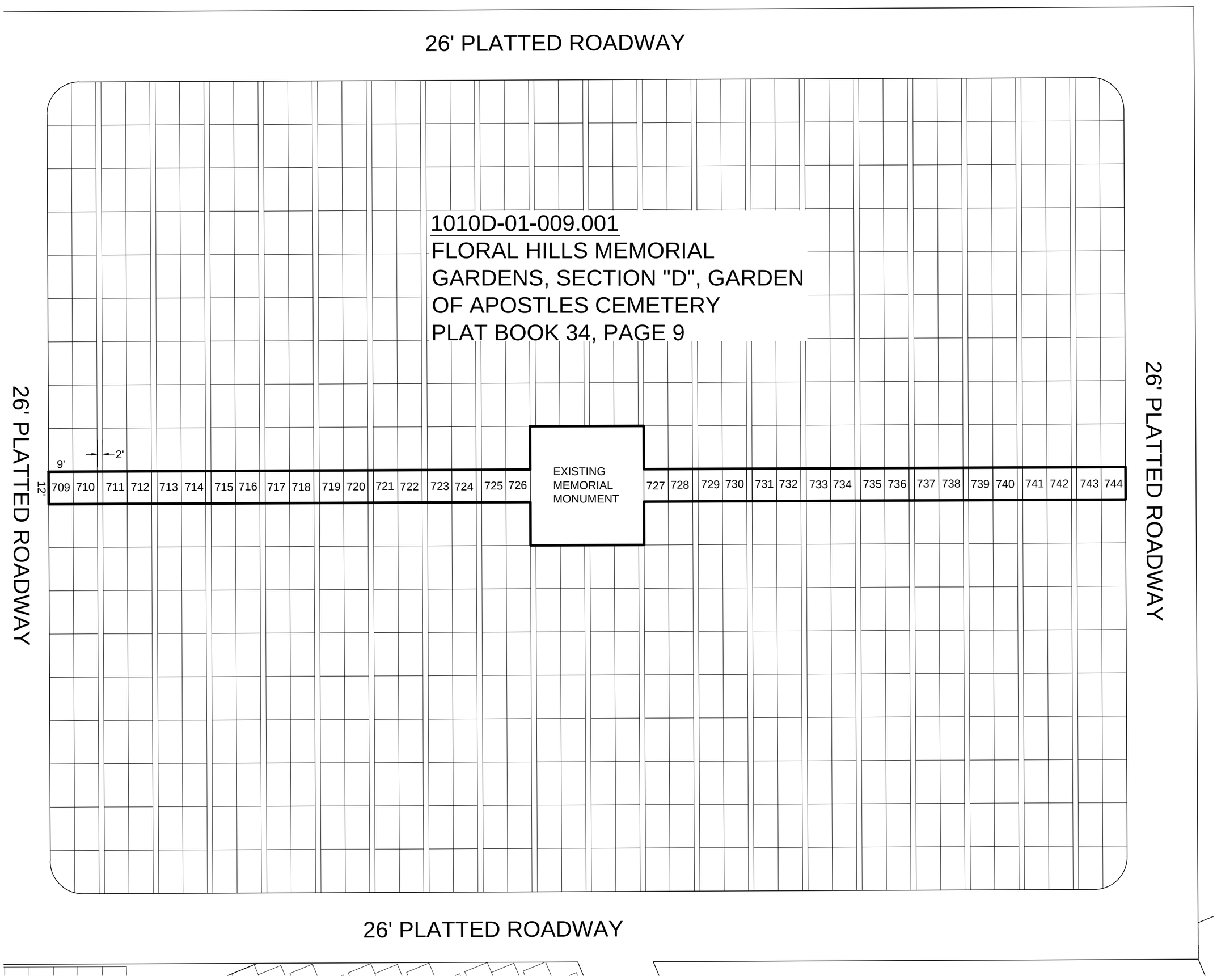
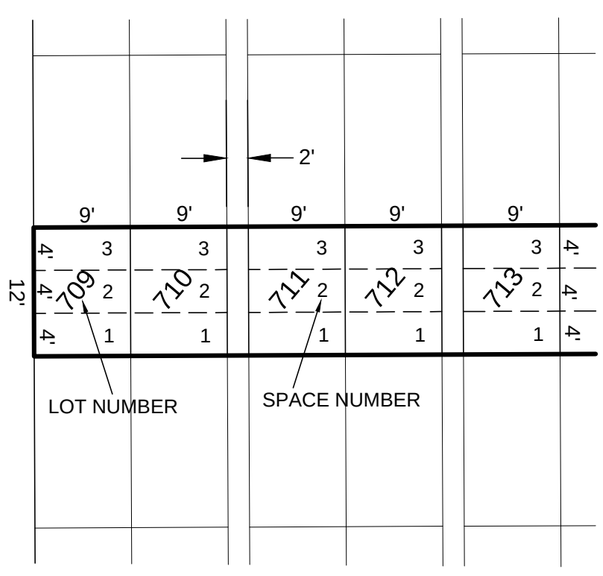
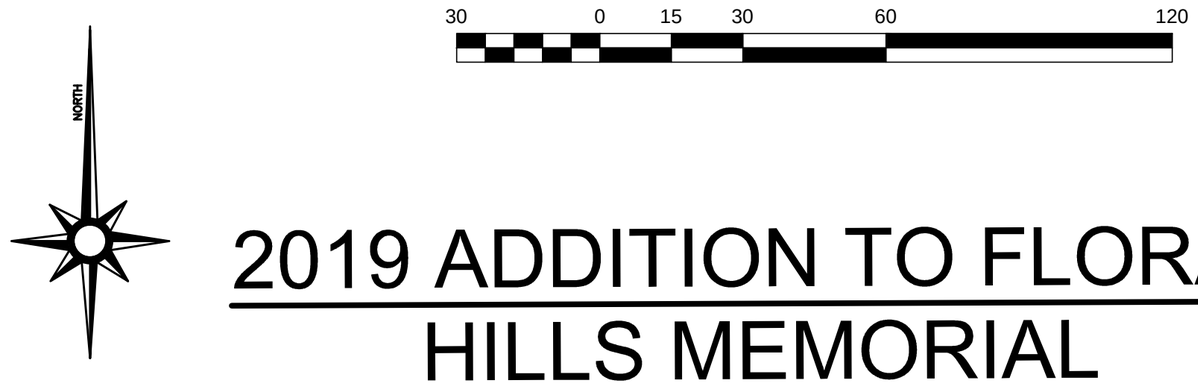




LOT AND SPACE DETAIL



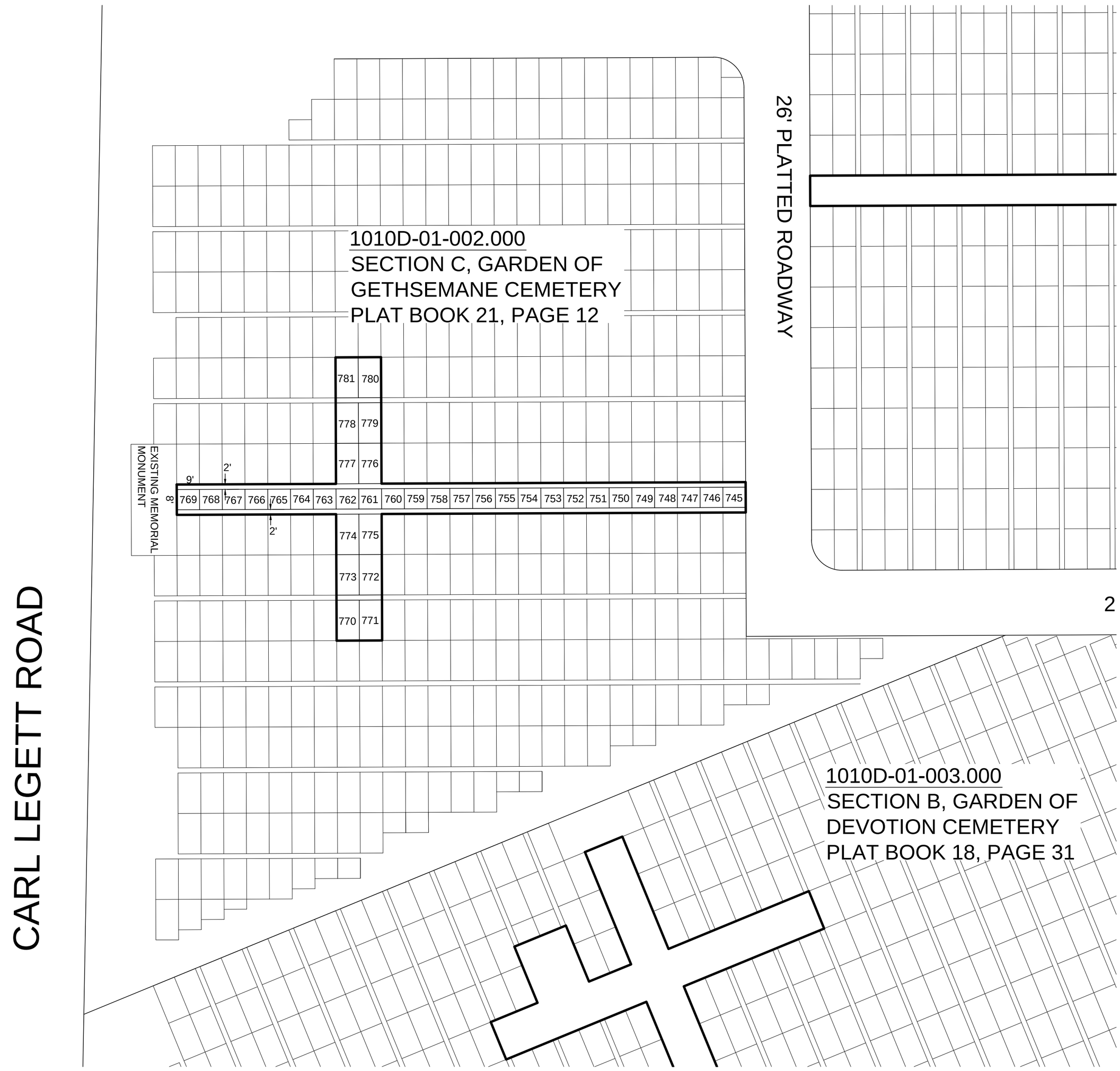
2019 ADDITION TO FLORAL HILLS MEMORIAL GARDENS

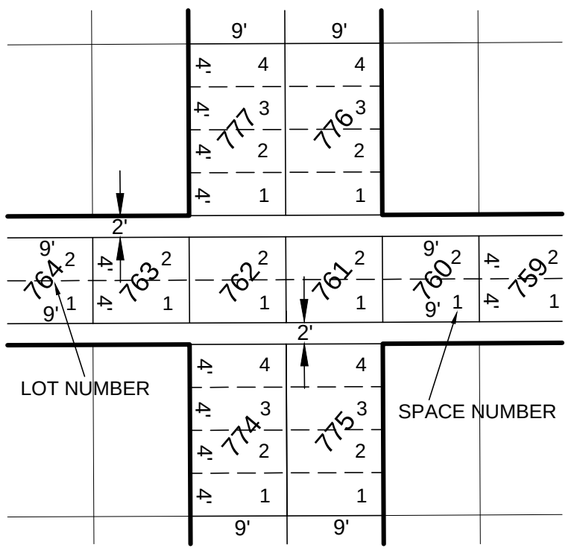
SITUATED IN SECTION 30, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI

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

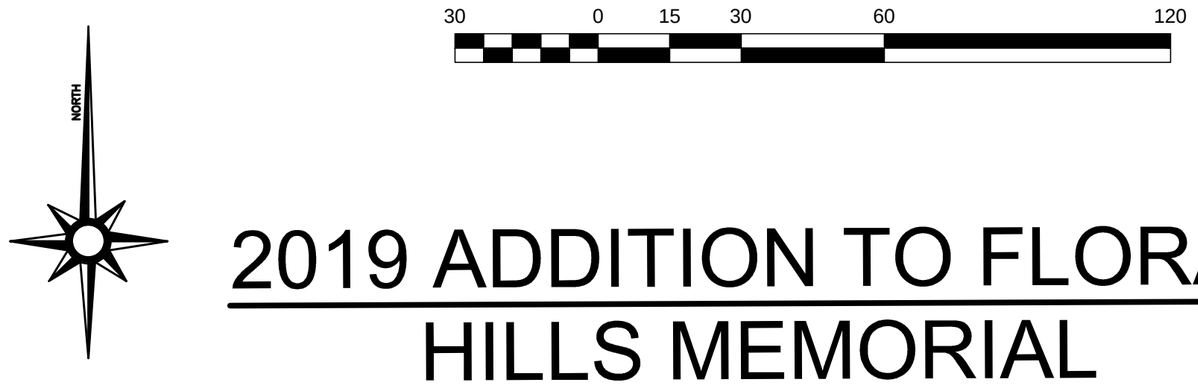
EMAIL: cliffordcrosby@cableone.net

CROSBY JOB NUMBER- 15339





LOT AND SPACE DETAIL



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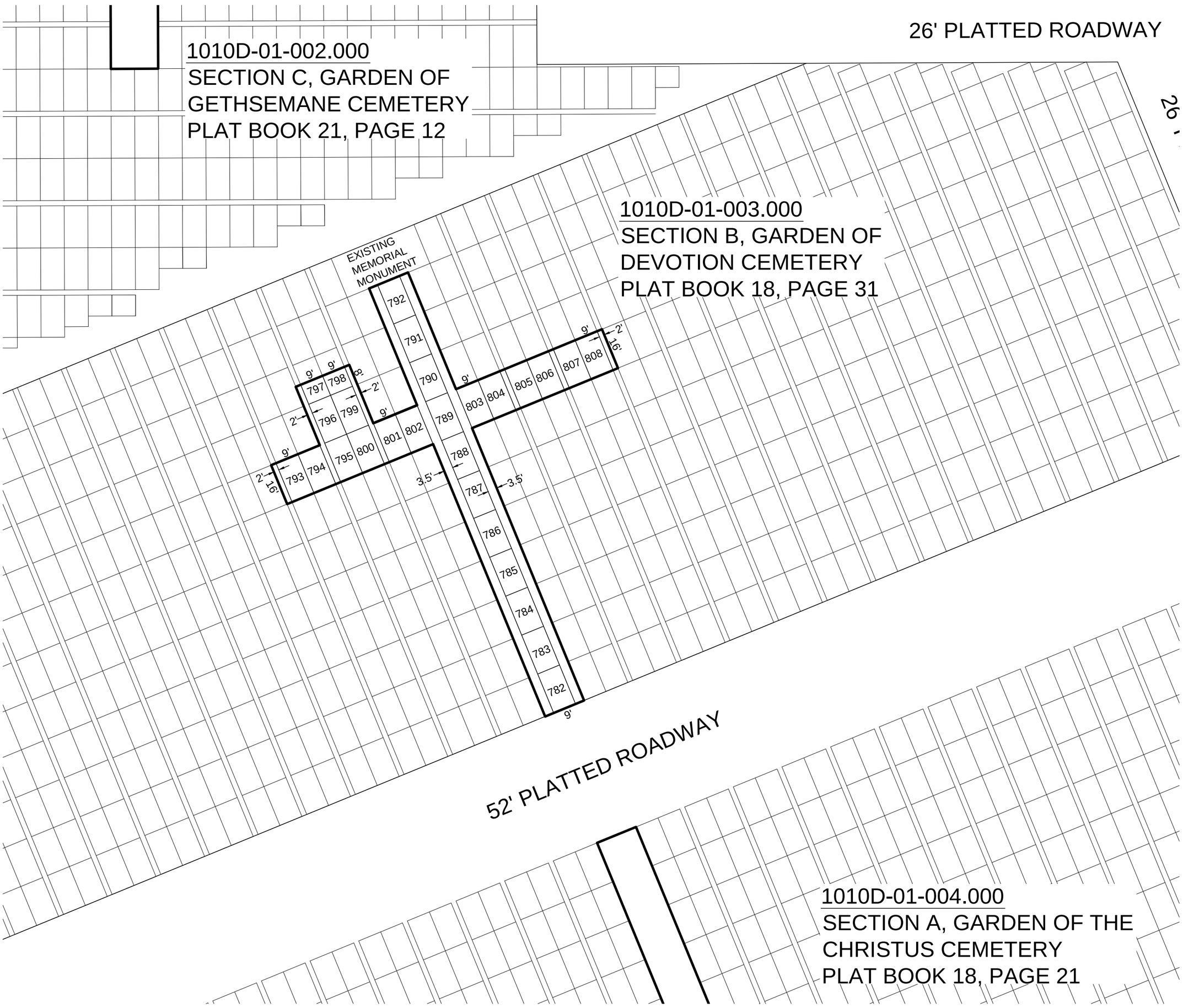

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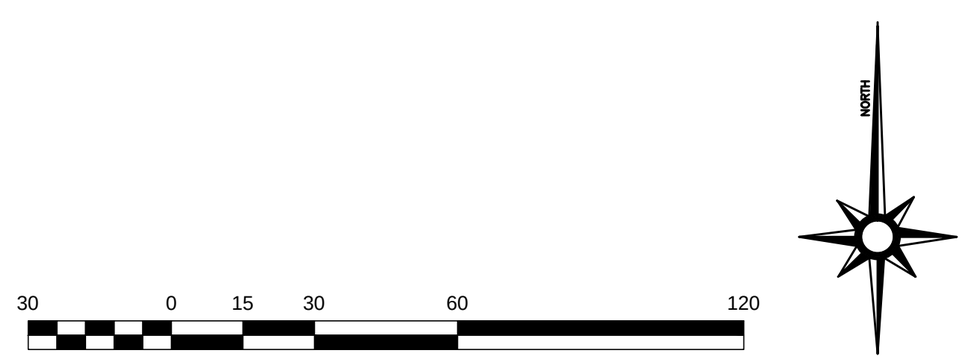

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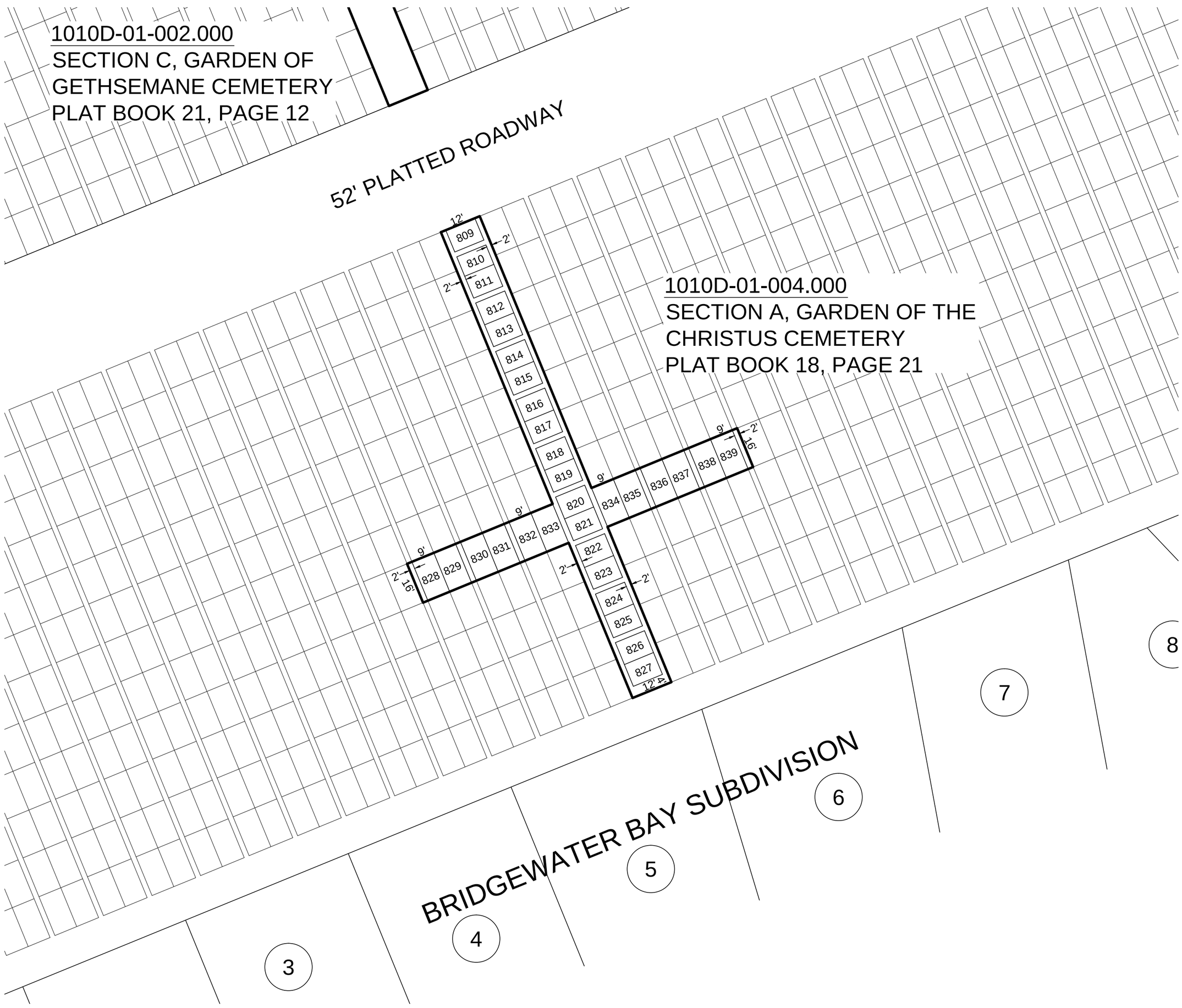

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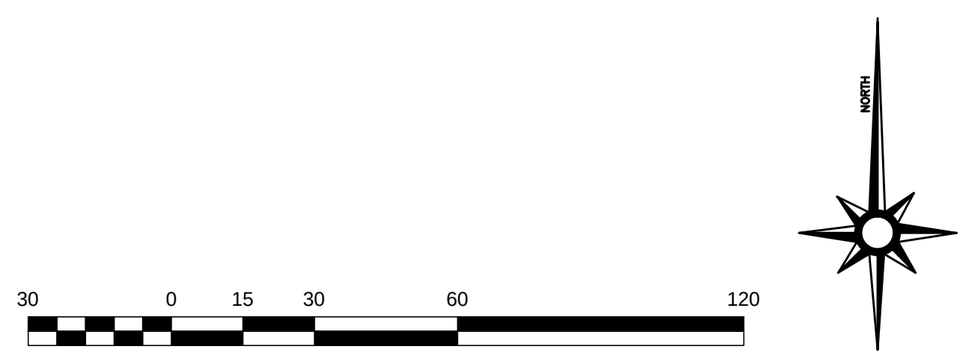

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PHONE: 228-234-1649

EMAIL: cliffordcrosby@cableone.net

CROSBY JOB NUMBER- 15339

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 Ordinance:

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 4-218(b) and (c)
OF THE CODE OF ORDINANCES OF
THE CITY OF GULFPORT, MISSISSIPPI, AND FOR RELATED PURPOSES**

WHEREAS, the Gulfport City Council has enacted various ordinances over time regulating the storage, transport and disposal/dumping of tires in the City of Gulfport; and

WHEREAS, the unlawful dumping of tires continues to occur at an alarming rate and such dumping causes damage to private and public property across the City and creates an eyesore that is difficult to remediate and it is necessary to amend the language of the specified paragraph to adjust the penalty for improper storage and transport of tires; and

WHEREAS, Section 4-218(b) and (c), which is contained within Chapter 4, Article IX, establishes the penalty for the improper storage and transport of tires in the City of Gulfport and is in need of amendment for the purpose of adjusting the penalties therefore.

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

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

SECTION 2. That Chapter 4, Article IX, Section 4-218(b), of the Code of Ordinances of the City of Gulfport, Mississippi, which currently reads:

> The improper storage of one (1) or more tires shall constitute a separate offense per tire and be punishable by a fine of fifty dollars ($50.00) per improperly stored tire. Each day of continued violation of this subsection constitutes a separate offense.

should be amended to read:

> The improper storage of one (1) or more tires shall constitute a separate offense per tire and be punishable by a fine of <u>up to</u> fifty dollars ($50.00) per improperly stored tire. Each day of continued violation of this subsection constitutes a separate offense.
>
> [Underlined language is added.]

SECTION 3. That Chapter 4, Article IX, Section 4-218(c), of the Code of Ordinances of the City of Gulfport, Mississippi, which currently reads:

> The transport of one (1) or more tires without the required permit and decal shall constitute a separate offense per tire and be punishable by a fine of fifty dollars ($50.00) for each tire being transported in violation of this article. Each day of continued violation of this subsection constitutes a separate offense.

should be amended to read:

> The transport of one (1) or more tires without the required permit and decal shall constitute a separate offense per tire and be punishable by a fine of <u>up to</u> fifty dollars ($50.00) for each tire being transported in violation of this article. Each day of continued violation of this subsection constitutes a separate offense.
>
> [Underlined language is added.]

SECTION 4. All provisions of Chapter 4, Title IX, of the Code of Ordinances of the City of Gulfport, Mississippi, not in conflict herewith shall remain in full force and effect as heretofore provided.

SECTION 5. This ordinance shall be in full force and effect thirty (30) days after the date of passage, except where this ordinances passes by a unanimous vote, in which case, for the immediate and temporary preservation of the public peace, health or safety or for other good cause, it shall become effective immediately. It shall be published according to law and shall be spread on the minutes of the Gulfport City Council.

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

AYES	**NAYS**	**ABSENT/ABSTAIN**

WHEREUPON, the President declared the motion carried and the Ordinance adopted, this the _____ day of _____, 2019.

(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 _____, 2019.

APPROVED:

_____

MAYOR

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 Ordinance:

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTIONS 11-68(a)
OF THE CODE OF ORDINANCES OF
THE CITY OF GULFPORT, MISSISSIPPI,
AND FOR RELATED PURPOSES**

WHEREAS, the Gulfport City Council has enacted various ordinances over time regulating water and sewers in the City of Gulfport and the rates to be charged by the City of Gulfport for water, sewer collection, sewer treatment and wastewater debt, which ordinances have been codified as Chapter 11, Articles I, II, III, IV, V, and VI of the Code of Ordinances of the City of Gulfport, Mississippi; and

WHEREAS, certain sections contained within Chapter 11, Article III, which regulate the charges for late payments for water, sewer collection, sewer treatment and garbage collection are in need of amendment for purposes of granting waiver authority, in limited circumstances, to the Chief Administrative Officer or his designee and for other purposes.

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

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

SECTION 2. That Chapter 11, Article III, Section 11-68(a) of the Code of Ordinances of the City of Gulfport, Mississippi, should be and hereby is revised and amended as set forth below (with the deleted language being shown to be stricken through and the added language being shown to be underlined and in bold):

a. Past due/delinquent charges. Each bill covering water and/or sewer services not paid by the **fifteenth (15) consecutive day following the issuance of a bill, regardless of when issued,** ~~due date set forth in this paragraph and reflected on the bill~~ shall be considered past due and delinquent. The city shall charge [a] one-time fee to be assessed on any past due or delinquent bill, said fee to be the greater of five dollars ($5.00) or ten (10) percent of any payment not received by the due date established herein. Additionally, a one (1) percent penalty shall be applied monthly to the total past due (i.e., not received by the due date established herein) balance on the account. **The chief administrative officer or his/her designee(s) shall have the authority to waive late fees in those instances where the length of time between meter readings is thirty-four (34) days or greater.**

(1~~) Bills issued on or about the fifth of the month shall be due on or before the twentieth day of the same month such bill was issued.~~

~~(2) Bills issued on or about the tenth of the month shall be due on or before the twenty-fifth day of the same month such bill was issued.~~

~~(3) Bills issued on or about the fifteenth of the month shall be due on or before the thirtieth day of the same month such bill was issued.~~

~~(4) Bills issued on or about the twentieth of the month shall be due on or before the fifth day of the month following the month such bill was issued.~~

~~(5) Bills issued on or about the twenty-fifth of the month shall be due on or before the tenth of the month following the month such bill was issued.~~

~~(6) Bills issued on the thirtieth of the month shall be due on or before the fifteenth of the month following the month such bill was issued~~

SECTION 3. All provisions of Chapter 11 of the Code of Ordinances of the City of Gulfport, Mississippi, not in conflict herewith shall remain in full force and effect as heretofore provided.

SECTION 4. This ordinance shall be in full force and effect thirty (30) days after the date of passage, except where this ordinances passes by a unanimous vote, in which case, for the immediate and temporary preservation of the public peace, health or safety or for other good cause, it shall become effective immediately. It shall be published according to law and shall be spread on the minutes of the Gulfport City Council.

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

AYES **NAYS** **ABSENT/ABSTAIN**

WHEREUPON, the President declared the motion carried and the Ordinance adopted, this the _____ day of _____, 2019.

(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 _____, 2019.

APPROVED:

_____
MAYOR

Memorandum – City of Gulfport

To: Connie Debenport, Purchasing

CC: Mayor Billy Hewes
Gerard Bellocq, Finance
Dr. John Kelly, CAO
Wayne Miller, P.E., Public Works

From: Kris Riemann, P.E. RKR

Date: 10/23/19

Re: **Recommendation to Approve Consolidated Rail Infrastructure and Safety Improvements Grant Agreement with Federal Railroad Administration - Quad Gates at Highway 49 and CSX Railroad**

Attached for your consideration is the above referenced Grant Agreement from the Federal Rail Administration(FRA) for the above referenced project. The amount of the FRA grant is $58,800.00 and will pay a portion of the project administration, environmental review (NEPA), and the preliminary engineering (PE).

The project will complete PE and NEPA for a new four quadrant gate with a concrete median crossing signal system and separate pedestrian gate. If built, the new gate system will improve the safety of the nearly 49,000 vehicles that travel this route daily and the increasing number of pedestrians that walk the downtown area. This gate system, if constructed, would also be a critical step in implementing a "quiet zone", a long-awaited goal for the Grantee and its residents that live along this railway.

The total cost of the engineering for this project is $120,000.00. The project is funded 49.0% or $58,800.00 by the Federal Railroad Administration with the remaining 51.0% or $61,200.00 being funded by the City. According to the Public Works Director, these funds are already allocated.

I recommend approval, contingent on the approval of the Federal Railroad Administration. Please place this item on the November 5, 2019 Council Agenda.

Attachments:
1. Marc Dixon (FRA), Email dated 9/20/19
2. FRA Grant Agreement

Kris Riemann

From: Dixon, Marc (FRA) <marc.dixon@dot.gov>
Sent: Friday, September 20, 2019 8:15 AM
To: Kris Riemann
Cc: Winkle, John (FRA)
Subject: RE: RE: Update on grant agreement execution process | Gulfport, MS FY17 CRISI Grant
Attachments: 2019-09-17_Final Draft Attach. 2-5_Gulfport FY17CRISI.DOCX; FRA General Grants - Attach 1 - Standard Terms and Conditions (4.4.2019 Final).pdf; FRA CRISI Grants - Attach 1A - CRISI Clauses (2.7.19 Final).pdf

Caution! This message was sent from outside the City of Gulfport email system. Be careful where you click.

Kris –

Following up on our conversation yesterday, I want to clarify some things. On Oct. 1, we'll upload the grant agreement documents in the GrantSolutions (GS) system to start the grant agreement execution process, since you said the next City Council meeting is on Oct. 8 and the Council's and Mayor Hewes' approval is needed before the Mayor Hewes can sign. If we upload them now and don't execute the agreement by Sept. 30 (the end of the federal fiscal year), the system essentially deletes it and we have to upload it again and restart the process.

So, if your city attorney needs to/wants to review the draft agreement, you can send him/her the attached files now, which are all the components <u>except</u> the cover page (we can't draft that outside of the GS system):

- Attachment 1: Grant Agreement – STANDARD TERMS AND CONDITIONS
- Attachment 1A: Consolidated Rail Infrastructure and Safety Improvements Clauses
- Attachment 2: Statement of Work *(in attached MS Word file)*
- Attachment 3: Deliverables and Approved Project Schedule *(in attached MS Word file)*
- Attachment 4: Approved Project Budget *(in attached MS Word file)*
- Attachment 5: Performance Measures *(in attached MS Word file)*

Lastly, if we upload the files into GS on Oct. 1, the draft agreement could possibly *(no guarantees since a handful of FRA management and Office of Finance staff have to review and approve it first)* reach the Mayor's/City's queue by Oct. 8. **BUT, in case it doesn't, you have the draft grant agreement components to present to the Council/Mayor at the Oct. 8 meeting.**

Let us know if you have any questions.

Thanks,

Marc Dixon
South Central Regional Manager
Federal Railroad Administration
Office of Railroad Policy and Development
Work phone: 202-493-0614
Cell phone: 202-380-6981

From: Kris Riemann [mailto:kriemann@gulfport-ms.gov]
Sent: Wednesday, September 18, 2019 4:50 PM

DEPARTMENT OF TRANSPORTATION
FEDERAL RAILROAD ADMINISTRATION

Grant Agreement – Attachment 1

STANDARD TERMS AND CONDITIONS

April 2019

PART I. ATTACHMENT OVERVIEW AND DEFINITIONS

Attachment 1 is part of the Agreement and contains the standard terms and conditions governing the execution of the Project and the administration of the Agreement. By entering into this Agreement with the Federal Railroad Administration (FRA), the Grantee agrees to comply with these terms and conditions and all applicable Federal laws and regulations, including those discussed in this Agreement. Terms that appear frequently throughout the Agreement are defined, as follows:

a. **Agreement** means this Grant Agreement, including all attachments and amendments. As used on the Agreement cover sheet, section 9 "Previous Agreements" refers to the amount of the original Agreement, together with, if applicable, all amounts from amendments to the Agreement that precede the current amendment. As used on the Agreement cover sheet, section 10 "This Agreement" refers to the amount being added or subtracted with the current amendment, if applicable, or the original Agreement. As used on the Agreement cover sheet, and section 11 "Total Agreement" refers to the combined amounts of Section 9 "Previous Agreements" and Section 10 "This Agreement".

b. **Application** means the signed and dated application submitted by or on behalf of the Grantee, as may be amended, seeking Federal financial assistance for the Project, together with all explanatory, supporting, and supplementary documents, assurances and certifications filed with and accepted by FRA or DOT.

c. **Approved Project Budget** is in Attachment 4 to this Agreement and means the most recently dated written statement, approved in writing by FRA, of the estimated total cost of the Project. The term "Approved Project Budget" also includes "Financial Plan" as used in 2 C.F.R. § 200.308.

d. **Approved Project Schedule** is in Attachment 3 to this Agreement.

e. **Authorized Representative** means the person(s) at FRA or the Grantee who is able and approved to communicate on behalf of the organization, perform the referenced action, or commit the organization to the referenced action, pursuant to the organization's internal policies, procedures, or reporting structure.

f. **DOT** means the United States Department of Transportation, including its operating administrations.

g. **Effective Date** means the earlier of the federal award date and the beginning of the Project Performance Period.

h. **Federal Contribution** means the amounts obligated, whether paid or not, by FRA to the Grantee under this Agreement as shown in the "Federal" column in sections 9, 10 and 11 of the Agreement cover sheet.

i. **Federal Funding Period** means the period that FRA provides funds under this

Agreement as shown in section 5 of the Agreement cover sheet.

j. **Federal Government** means the United States of America and any executive department or agency thereof.

k. **Federal Railroad Administration or FRA** is an operating administration of the DOT and the Federal Awarding Agency for this Agreement.

l. **Grantee** means the entity identified on the Agreement cover sheet that receives Federal grant assistance directly from FRA for the accomplishment of the Project referenced in this Agreement.

m. **Grant** as used in this Agreement means funding awarded through a grant agreement as well as funding awarded through a cooperative agreement as each of those terms is defined in 2 C.F.R. Part 200.

n. **Non-Federal Contribution** means any amount, as shown under the "Non-Federal" column in sections 9, 10 and 11 of the Agreement cover sheet, including matching funds as used in 2 C.F.R. Part 200, not funded by FRA under this Agreement, regardless of whether the source of any or all of such contribution is a Federal source.

o. **Pre-Agreement Costs** means "pre-award costs," as that term is defined in 2 C.F.R. § 200.458.

p. **Project** means the task or set of tasks set forth in the Statement of Work.

q. **Project Performance Period** means "period of performance" as defined in 2 C.F.R. § 200.77 and described in 2 C.F.R. § 200.309, and is shown in section 4 of the Agreement cover sheet.

r. **Statement of Work** means a detailed description of the work the Grantee will complete with the grant funding from this Agreement, and appears in Attachment 2 to this Agreement.

s. **Total Federal Assistance** means the combined total of the Federal Contribution and the portion, if any, of the Non-Federal Contribution that is from a Federal source.

Additional definitions are found in 2 C.F.R. Part 200, Subpart A, and these Subpart A definitions are incorporated herein by reference and made a part hereof. Subpart A definitions incorporated herein are not capitalized in this Agreement.

PART II. GENERAL TERMS AND CONDITIONS

1. Grant Agreement:

This Agreement constitutes the entire agreement between the Grantee and FRA. All prior discussions and understandings concerning such scope and subject matter are superseded by this Agreement. This Agreement is governed by and subject to 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and DOT's implementing regulations at 2 C.F.R. Part 1201.

2. FRA Role:

This Agreement is between FRA and the Grantee. FRA is responsible for funding disbursements to the Grantee under this Agreement. FRA will also conduct oversight and monitoring activities to assess Grantee progress against established performance goals and the Statement of Work, as well as to assess compliance with terms and conditions and other requirements of this Agreement.

If this award is made as a Cooperative Agreement, FRA will have substantial programmatic involvement. Substantial involvement means that, after award, technical, administrative, or programmatic staff will assist, guide, coordinate, or otherwise participate with the Grantee in Project activities.

FRA may provide professional staff to review work in progress, completed products, and to provide or facilitate access to technical assistance when it is available, feasible, and appropriate, which may include the following:

a. Financial Analyst. The Financial Analyst will serve as the Grantee's point of contact for systems (e.g., GrantSolutions and the Delphi eInvoicing System) access and troubleshooting as well as for financial monitoring. The Financial Analyst is not authorized to unilaterally change the Statement of Work, make any changes which affect this Agreement's monetary amount, the delivery schedule, Project Performance Period or other terms or conditions.

b. Grant Manager. The Grant Manager will serve as the Grantee's point of contact for grant administration and will oversee compliance with the terms and conditions in this Agreement. The Grant Manager reviews financial reports, performance reports, and works with the Regional Manager to facilitate effective Project delivery. The Grant Manager is not authorized to unilaterally change the Statement of Work, make any changes which affect this Agreement's monetary amount, Project Performance Period, or other terms and conditions.

c. Regional Manager. The Regional Manager will be the Grantee's point of contact for the technical aspects of Project delivery. The Regional Manager coordinates Project deliverable review, evaluates Grantee technical assistance needs, and generally assesses Project progress and performance. The Regional Manager is not authorized to unilaterally change the Statement of Work, make any changes which affect this

Agreement's monetary amount, Project Performance Period, or other terms and conditions.

d. Contact Information. FRA strongly prefers electronic submission of most documents (instructions for electronic submission are included under various requirements outlined in Part II of this attachment). If the Grantee must mail documentation, that documentation should be delivered to the Grant Manager at:

Federal Railroad Administration
Office of Railroad Policy and Development
Mail Stop 20
1200 New Jersey, SE
Washington, DC 20590
ATTN: (ASSIGNED GRANT MANAGER)

3. Grantee Responsibility and Authority:

The Grantee affirms that it had and has, as applicable, the legal authority to apply for the Grant, to enter into this Agreement, and to finance and carry out the proposed Project. The Grantee further affirms that any required resolution, motion or similar action has been duly adopted or passed as an official act authorizing the filing of the Application, where applicable, including all understandings and assurances contained therein, and the entering into of this Agreement. The Grantee will not take or permit any action that would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Agreement without the written approval of the FRA, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with such performance by the Grantee. The Grantee agrees that this will be done in a manner acceptable to the FRA.

4. Project Scope, Schedule, and Budget:

The Grantee agrees to carry out, complete and ensure the use of the Project in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement, including the Approved Project Budget, the Statement of Work, the Approved Project Schedule, grant guidance, the Application as applicable, and all applicable laws, regulations, and published policies.

a. Scope. The Grantee will furnish all personnel, facilities, equipment, and other materials and services, except as otherwise specified herein, that are necessary to complete the approved Project, in accordance with the representations, certifications and assurances set forth in the Grantee's Applications(s) as applicable, and any amendments thereto, incorporated herein by reference and made a part hereof.

b. Schedule. The Grantee will complete this Project, as documented in the Statement of Work, within the Project Performance Period. Schedule and Project Performance

Period extension requests may be permitted, at the discretion of the FRA, subject to applicable law. The Grantee should request such an extension no later than 90 days prior to the Project Performance Period end date.

c. Budget. The Grantee will complete the Project within the funding limits and parameters specified on the Agreement cover sheet and the Statement of Work.

   1) Project Costs and Funding Contributions. The Federal Contribution, Non-Federal Contribution and total estimated Project costs toward this Project are documented in sections 9, 10 and 11 of the Agreement cover sheet and may not be changed without a written request and justification from the Grantee, written approval from FRA, and an amendment or closeout to the Agreement. FRA will fund the Project at the lesser of the Federal Contribution or the Federal Contribution percentage of total Project costs, as reflected in sections 9, 10 and 11 of the Agreement cover sheet and the Statement of Work.

   2) Non-Federal Contribution. The Grantee is responsible for completing the Project, including providing the Non-Federal Contribution and any other funds necessary for completing the Project. The Grantee affirms that it will complete all actions necessary to provide the Non-Federal Contribution at or before the time that such funds are needed to meet Project expenses. The Grantee also affirms that it has sufficient funds available to assure operation and maintenance of items funded under this Agreement that it will own or control.

   3) Project Budget Detail. The Grantee agrees to carry out the Project according to the Approved Project Budget. The Grantee agrees to obtain the prior written approval from FRA for any revisions to this Approved Project Budget that equal or cumulatively exceed 10 percent of any budget line item (or pertain to a cost category involving contingency or miscellaneous costs), or amount to a reallocation of 10 percent or more of the total Approved Project Budget across cost categories.

d. Property and Equipment.

   1) The Grantee will operate the property and equipment funded with this Agreement for the originally authorized purpose.

   2) If the Grantee is not the entity operating the property and/or equipment funded with this Agreement, then the Grantee represents that it will ensure the property and equipment funded with this Agreement will be used for the originally authorized purpose, if necessary, through appropriate arrangements with:

      i. The entity or entities operating the property and/or equipment funded with this Agreement; and

ii. If applicable, the owner of right-of-way used by the property and/or equipment funded with this Agreement.

e. Pre-Agreement Costs. Grantee may request approval of Pre-Agreement costs incurred after the date of selection. Such a request must demonstrate the purpose and amount of the costs, and whether such costs serve as cost-sharing or matching funds. If FRA approves Pre-Agreement Costs, within the constraints described in the Statement of Work, the Grantee may seek reimbursement for these costs on or after the start of the Federal Funding Period specified on the Agreement cover sheet. Such costs are allowable for reimbursement only to the extent that they are otherwise allowable under the terms of this Agreement, and are consistent with 2 C.F.R § 200.458.

5. Grant Amendments:

Other than close-out, modifications to this Agreement may be made only in writing, signed by an Authorized Representative for FRA and the Grantee, and specifically referred to as an amendment to this Agreement.

6. Flow Down Provisions:

The Grantee will ensure persons or entities that perform any part of the work under this Agreement, including Subrecipients, as defined in 2 C.F.R. § 200.93, or Contractors, as defined in 2 C.F.R. § 200.23, will comply with applicable federal requirements and federal guidance, and the applicable requirements of this Agreement. Grantee agrees that flowing down such requirements does not relieve it of any obligation to comply with the requirements itself.

For each of the Grantee's subawards or contracts to perform all or part of the work under this Agreement:

a. The Grantee must include applicable grant regulations in the subaward or contract and ensure compliance with these provisions, including applicable provisions of 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and DOT's implementing regulations at 2 C.F.R. Part 1201 *See* 2 C.F.R. § 200.101.

b. The Grantee must include applicable federal statutory and regulatory requirements in the subaward or contract and ensure compliance with these requirements, including applicable limitations on use of federal funds.

c. The Grantee must include any other applicable requirements of this Agreement in the subaward or contract and ensure compliance with these requirements.

d. There will be provisions for the further flow down of the regulations and requirements in subsections (A) and (B) of this section to each subsequent subaward or subcontract, as required.

7. **Successors and Assigns:**

The Grantee is not authorized to assign this Agreement without FRA's express prior written consent.

8. **Execution:**

This Agreement may be executed by the Grantee and FRA in separate counterparts, each of which when so executed and delivered will be deemed an original.

9. **Changed Conditions of Performance (Including Litigation):**

The Grantee agrees to immediately notify FRA, in a written statement to the FRA Grant Manager, of any change in local law, conditions, or any other event that may affect its ability to perform the Project in accordance with the terms of this Agreement. In addition, the Grantee agrees to immediately notify the FRA Grant Manager of any decision pertaining to the Grantee's conduct of litigation that may affect FRA's interests in the Project or FRA's administration or enforcement of applicable federal laws or regulations. Before the Grantee may name FRA as a party to litigation for any reason, the Grantee agrees first to inform the FRA Grant Manager in writing; this proviso applies to any type of litigation whatsoever, in any forum.

10. **Severability:**

If any provision of this Agreement is held invalid, all remaining provisions of this Agreement will continue in full force and effect to the extent not inconsistent with such holding.

11. **Right of FRA to Terminate:**

a. The Grantee agrees that, upon written notice, FRA may suspend and/or terminate all or part of the Federal Contribution if:

   1. Grantee fails to meet or violates the terms, conditions and obligations specified under this Agreement;
   2. Grantee fails to make reasonable progress on the Project;
   3. Grantee fails to provide the Non-Federal Contribution;
   4. Grantee violates any other provision of this Agreement that significantly endangers substantial performance of the Project;
   5. FRA determines that the purposes of the statute(s) under which the Project is authorized or funded would not be adequately served by continuation of the Federal Contribution; or
   6. FRA determines that termination of this Agreement is in the public interest.

b. In general, suspension and/or termination of any part of the Federal Contribution will not invalidate obligations properly incurred by the Grantee and concurred in by FRA

before the termination date; to the extent those obligations cannot be canceled. However, FRA reserves the right to require the Grantee to refund the entire amount of the Federal Contribution provided under this Agreement or any lesser amount as may be determined by FRA in its sole discretion, if FRA determines that the Grantee has willfully misused the Federal Contribution, including by:

1. Failing to make adequate progress
2. Failing to make reasonable use of the Project property, facilities, or equipment, or
3. Failing to adhere to the terms of this Agreement.

12. Term

This Agreement is in effect from the Effective Date until the end of the closeout period, regardless of whether FRA suspends or terminates all or part of the Federal Contribution provided herein. The expiration of any time period for performance or funding established for this Project does not, by itself, constitute an expiration or termination of this Agreement.

The end of the closeout period of this Agreement does not affect continuing obligations under 2 C.F.R. Part 200, including those in 2 C.F.R. § 200.344. Any right or obligation of the parties in this Agreement or the closeout notification which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

PART III. GRANT MANAGEMENT TERMS AND CONDITIONS

Performance and Reporting Provisions

13. Deliverables and Products:

The Grantee will submit deliverables, including publications or other products, to FRA as stipulated in this Agreement. Substantive changes to the nature of the deliverables or significant timeline modifications require advanced written approval and may require an Amendment to this Agreement.

The Grantee will submit deliverables that adhere to all applicable laws, regulations, and FRA guidance within the timeframes established. In some instances, as articulated in the Statement of Work, the Grantee may be required to submit deliverables and obtain approval from FRA prior to continuing all or a portion of the work on the Project. Accordingly, the Grantee must account for FRA deliverable review time when planning work or submissions.

Whether for technical examination, administrative review, publication, or approval, all deliverable submissions will be of a professional quality and suitable for their intended purpose.

14. Quarterly Progress Reports:

The Grantee will submit one completed progress report quarterly (totaling four annually), in the form/format provided by FRA at http://www.fra.dot.gov/Page/P0274. For the duration of the Project Performance Period, the Grantee must report for the periods of: January 1 – March 31; April 1 – June 30; July 1 – September 30; and October 1 – December 31. The Grantee will furnish one copy of the completed progress report to the assigned FRA Grant Manager on or before the thirtieth (30th) calendar day of the month following the end of the quarter for which the report is submitted.

The Grantee will complete the report in its entirety with the most accurate information available at the time of reporting. The Grantee must be able to support the information contained in its progress reports and ensure that the activities described in the report are commensurate with reimbursement requests and/or outlay figures reported for the quarter. This report will be consistent with 2 C.F.R. § 200.301

15. Quarterly Federal Financial Reports:

The Grantee will submit the Federal Financial Report (Standard Form 425) on the same schedule as the required quarterly progress report (listed above). Reports should be submitted online through GrantSolutions. Reports will be submitted in accordance with the form's instructions. The final SF-425 is due within 90 days after the end of the Project Performance Period, but may be submitted as soon as all outstanding expenditures have been completed. The Grantee must be able to support the information contained in its financial reports and will ensure that all data included in the reports is accurate and consistent.

16. Interim and Final Performance Reports:

If required by the Statement of Work, the Grantee will submit interim reports at the intervals specified in the Statement of Work. The Grantee must submit a Final Performance Report via email to the FRA Grant Manager when the Project(s)funded through this Agreement are completed. The Grantee must complete closeout activities and submit reports, no later than 90 days after the end of the Project Performance Period for this Agreement or the FRA termination date.

17. Project Completion and Closeout:

a. Final Documentation. As soon as the funded Project(s) are complete, the Grantee will submit a final SF-425, a final Progress Report, a final Performance Report, and a final payment request. Closeout activities by Grantee, including submission of the referenced documents, must be completed no later than 90 days after the end of the Project Performance Period for this Agreement or the FRA termination date.

b. Excess Payments. If FRA has made payments to the Grantee in excess of the total amount of FRA funding due, the Grantee will promptly remit that excess and interest

as may be required by section 20(f) of this Attachment.

c. Closeout. Grantees should begin closeout procedures when their Project(s) is complete. The Project closeout period is complete when all of the following is complete: 1) the required Project work is complete; 2) all administrative procedures described in 2 C.F.R. Part 200 (all sections), as applicable, have been completed; and 3) when FRA either notifies the Grantee of closeout or when FRA acknowledges the Grantee's remittance of a proper refund. Project closeout will not invalidate any continuing obligations imposed on the Grantee by this Agreement, including 2 C.F.R. § 200.344, or by the FRA's final notification or acknowledgment.

18. Transparency Act Requirements—Reporting Subawards and Executive Compensation:

The Grantee will comply with the provisions of the Federal Funding Transparency and Accountability Act of 2006 (Pub. L. 109-282) and 2 C.F.R Part 170, incorporated herein by reference and made part hereof. For more information, visit https://www.fsrs.gov/.

19. Recipient Integrity and Performance Matters

a. General Reporting Requirement. If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the Project Performance Period, then the Grantee during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in subsection (b) of this section. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available.

b. Proceedings About Which the Grantee Must Report.

Submit the information required about each proceeding that:

1) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal government;

2) Reached its final disposition during the most recent five-year period; and

3) Is one of the following:

- A criminal proceeding that resulted in a conviction, as defined in subsection (e) of this section;

- A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

- An administrative proceeding, as defined in subsection (e) of this section, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

- Any other criminal, civil, or administrative proceeding if:

  - It could have led to an outcome described in subsection (b)(3) of this section;

  - It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and

  - The requirement in this section to disclose information about the proceeding does not conflict with applicable laws and regulations.

c. Reporting Procedures. Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in section (b) of this section. The Grantee does not need to submit the same information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under federal procurement contracts that the Grantee was awarded.

d. Reporting Frequency. During any period of time when the Grantee is subject to the requirement in subsection (a) of this section, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

e. Definitions. For purposes of this section:

   1) Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

2) Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

3) Total value of currently active grants, cooperative agreements, and procurement contracts includes—

- Only the federal share of the funding under any federal award with a Grantee; and

- The value of all expected funding increments under a federal award and options, even if not yet exercised.

Financial Management Provisions

20. Payments:

a. Request by the Grantee for Payment. The Grantee's request for payment of the Federal Contribution of allowable costs will be made to FRA and will be acted upon by FRA as set forth in this section. For states, payments are governed by Treasury/State CMIA agreements, and default procedures codified at 31 C.F.R. Part 205 "Rules and Procedures for Efficient Federal-State Funds Transfers" and TFM 4A-2000 Overall Disbursing Rules for All Federal Agencies. Non-states must comply with the provisions of 2 C.F.R. §200.305(b). To receive a Federal Contribution payment, the Grantee must:

1) Demonstrate or certify that it has made a binding commitment of the Non-Federal Contribution, if applicable, adequate when combined with the Federal Contribution, to cover all costs to be incurred under the Project as of the date of the request. A Grantee required by federal statute or this Agreement to provide Non-Federal Contribution for the Project agrees:

   i. to refrain from requesting or obtaining any Federal Contribution that is more than the amount justified by the Non-Federal Contribution that has been provided; and

   ii. to refrain from taking any action that would cause the proportion of the Federal Contribution at any time to exceed the percentages authorized under this Agreement. The phasing or expenditure rate of the Non-Federal Contribution may be temporarily adjusted only to the extent expressly provided in writing by an Authorized Representative of FRA.

2) Submit to FRA all financial and progress reports required to date under this Agreement; and

3) Identify the funding source(s) provided under this Project, if applicable, from which the payment is to be derived.

b. Reimbursement Payment by FRA. Unless otherwise approved by FRA, FRA will disburse funds to the Grantee on a reimbursable basis, whereby the Grantee will be reimbursed for actual expenses incurred and paid, after the submission of complete and accurate invoices and payment records. The Grantee's request for payment will be made to FRA through the Department of Transportation's Delphi eInvoicing System and will be acted upon as set forth in this section.

1) Delphi eInvoicing System first-time users must obtain access to the System by contacting the Financial Analyst. Additional information on the System can be found at www.dot.gov/cfo/delphi-einvoicing-system.html.

2) Upon receipt of a payment request and adequate accompanying information (invoices in accordance with applicable cost principles), FRA will authorize payment by direct deposit, provided the Grantee: (i) is complying with its obligations under this Agreement; (ii) has satisfied FRA that it needs the requested Federal Contribution for the period covered by the payment request (as identified on the Standard Form 270 Request for Advance or Reimbursement (SF-270)); and (iii) is making adequate and timely progress toward Project completion. If all these circumstances are present, FRA may reimburse allowable costs incurred by the Grantee up to the maximum amount of the Federal Contribution.

The Grantee agrees to give a written, five-day notice to the assigned FRA Grant Manager for any payment request totaling $50 million or more. Grantees should note that FRA is unable to process single payment requests greater than $99,999,999. The Grantee agrees to adhere to and impose upon its subrecipients all applicable foregoing "Reimbursement Payment by FRA" requirements of this Agreement.

If the Grantee fails to adhere to the foregoing "Reimbursement Payment by FRA" requirements of this Agreement, FRA may withhold funding disbursements.

c. Allowable Costs. FRA will reimburse the Grantee's expenditures, within the Federal Funding Period, only if they meet all of these requirements:

1) Conform to the Project description, the Statement of Work, the Approved Project Budget, and all other terms of this Agreement;

2) Be necessary in order to accomplish the Project;

3) Be reasonable for the goods or services purchased;

4) Be actual net costs to the Grantee (i.e., the price paid minus any applicable

credits, refunds, rebates, or other items of value received by the Grantee that have the effect of reducing the cost actually incurred);

5) Be incurred (and be for work performed) within the Project Performance Period, unless specific authorization from FRA to the contrary is received in writing;

6) Unless permitted otherwise by federal statutes or regulation, conform to federal guidelines or regulations and federal cost principles, as set forth in 2 C.F.R. Subpart E § 200.400 – 200.475.

7) Be satisfactorily documented; and

8) Be treated uniformly and consistently under accounting principles and procedures approved and prescribed by FRA for the Grantee, and those approved or prescribed by the Grantee for its subrecipients and contractors.

d. Disallowed Costs. Disallowed costs include the following:

1) Any Project costs incurred, activities undertaken, or work performed outside of the Project Performance Period, unless specifically authorized by FRA in writing, allowed by this Agreement, or otherwise permitted by federal law or regulation;

2) Any costs incurred by the Grantee that are not included in the latest Approved Project Budget; and

3) Any costs attributable to goods or services received under a contract or other arrangement that is required to be, but has not been, concurred in or approved in writing by FRA.

The Grantee agrees that reimbursement of any cost under this section does not constitute a final FRA decision about the allowability of that cost and does not constitute a waiver of any violation by the Grantee of the terms of this Agreement. The Grantee understands that FRA will not make a final determination about the allowability of any cost until an audit of the Project has been completed. If FRA determines that the Grantee is not entitled to receive any part of the Federal Contribution requested, FRA will notify the Grantee stating the reasons therefor. Project closeout will not alter the Grantee's obligation to return any funds due to FRA as a result of later refunds, corrections, or other transactions. Project closeout will not alter FRA's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by law, FRA may offset any Federal Contribution to be made available under this Agreement, as needed, to satisfy any outstanding monetary claims that the federal government may have against the Grantee. Exceptions pertaining to disallowed costs will be assessed based on their applicability, as set forth in the applicable federal cost principals or other written

federal guidance.

e. Bond Interest and Other Financing Costs. To the extent permitted in writing by FRA and consistent with 2 C.F.R. § 200.449, bond interest and other financing costs are allowable.

f. Requirement to Remit Interest. The Grantee agrees that any interest earned by the Grantee on the Federal Contribution must be handled in accordance with 2 C.F.R. §200.305, and remittance back to the federal government must be made in accordance with the provisions thereof.

21. Accounting Procedures:

a. Project Accounts. The Grantee will establish and maintain for the Project either a separate set of accounts or accounts within the framework of an established accounting system, in a manner consistent with 2 C.F.R. §§ 200.302, 200.303, and 200.305.

b. Funds Received or Made Available for the Project. Grantees other than states will follow the provisions of 2 C.F.R. § 200.305(b)(7) with respect to the use of banks and other institutions as depositories of any advance payments that may be received under this Agreement. States will follow the provisions of 2 C.F.R. §200.305(a).

c. Documentation of Project Costs and program income. All costs charged to the Project, including any approved services contributed by the Grantee or others, will be supported by properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The Grantee will also maintain accurate records of all program income derived from Project implementation.

d. Checks, Orders, and Vouchers. The Grantee will ensure that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project are clearly identified with a Grant Agreement number, readily accessible, and, to the extent feasible, kept separate from documents not pertaining to the Project.

22. Program Income:

The Grantee is encouraged to earn income to defray Project costs, where appropriate, and should work with the assigned FRA Grant Manager to determine how this income may be applied to the grant, in accordance with 2 C.F.R § 200.307 and 2 C.F.R. § 1201.80. Program income not deducted from total allowable costs may be used only for the purposes and under the terms and conditions established in this Agreement. Records of program income should be maintained consistent with subsection 21(c) of this Agreement.

Project Management Provisions

23. Environmental Protection:

a. Grantee Assistance. Grantees must comply with the governing laws and regulations referenced in section 44(c) of this Attachment and may also be required to assist with FRA's compliance with applicable Federal laws, regulations, executive orders, and policies related to environmental review under the National Environmental Policy Act (NEPA), 42 U.S.C. § 4321 *et seq.*, and its implementing regulations (40 C.F.R. Part 1500 et seq.); FRA's "Procedures for Considering Environmental Impacts" (45 Fed. Reg. 40854, June 16, 1980), as revised May 26, 1999, 64 Fed. Reg. 28545, and as updated in 78 FR 2713, January 14, 2013) or 23 C.F.R. Part 771, as applicable; Section 106 of the National Historic Preservation Act (NHPA) (54 U.S.C. § 300101 et seq.) and its implementing regulations (36 C.F.R. Part 800); Executive Order No. 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations; Section 4(f) of the Department of Transportation Act of 1966 (49 U.S.C. § 303(c)), and its implementing regulations (23 C.F.R. Part 774). In providing such assistance, FRA may require that the Grantee conduct environmental and/or historic preservation analyses and to submit documentation to FRA.

b. Timing of Grantee Action. The Grantee may not expend any of the funds provided in this Agreement on construction activities or other activities that represent an irretrievable commitment of resources to a particular course of action affecting the environment until FRA has provided the Grantee with a written notice authorizing the Grantee to proceed. See 23 C.F.R. 771.113(a).

c. Minimization, Avoidance and Mitigation Measures. The Grantee must implement all measures to minimize, avoid, or mitigate adverse environmental impacts identified by FRA in the categorical exclusion, Finding of No Significant Impact, or Record of Decision for the Project. The Grantee must also implement any additional measures identified through all other environmental or historic preservation review processes conducted to support Project construction and operation (e.g., any commitments included in a Memorandum of Agreement executed pursuant to Section 106 of the NHPA).

d. Revisions to Minimization, Avoidance or Mitigation Measures. The Grantee must provide FRA with written notice if it has not, or cannot, implement any of the minimization, avoidance or mitigation measures identified in subsection (c). Upon receiving such notice, FRA will provide the Grantee direction in writing, which may include substitute mitigation measures. FRA may also revise its categorical exclusion, Finding of No Significant Impact, or Record of Decision.

24. Property, Equipment and Supplies:

Unless otherwise approved by FRA, the following terms and conditions apply to property, equipment, and supplies funded under this Agreement:

a. General Federal Requirements. The Grantee will comply with the property management standards of 2 C.F.R. §§ 200.310 through 200.316, including any amendments thereto, and other applicable guidelines or regulations. Exceptions to the requirements must be specifically approved by FRA in writing. The Grantee will use Project real property, as defined by 2 C.F.R. § 200.85, in accordance with the Property Standards of 2 C.F.R. § 200.211. Notwithstanding 2 C.F.R. § 200.313, subrecipients of states will comply with 2 C.F.R. § 1201.313 with respect to the use, management and disposal of equipment acquired under this Agreement.

b. Maintenance. The Grantee agrees to maintain the Project property and equipment in good operating order, and in accordance with any guidelines, directives, or regulations that FRA may issue.

c. Records. The Grantee agrees to keep satisfactory records with regard to the use of the property, equipment, and supplies, and submit to FRA, upon request, such information as may be required to assure compliance with this section of this Agreement.

d. Transfer of Project Property, Equipment or Supplies. The Grantee agrees that FRA may require the Grantee to transfer title to, or direct the disposition of, any property, equipment, or supplies financed with FRA assistance made available by this Agreement, as required by 2 C.F.R. §§ 200.311 – 200.316.

e. Withdrawn Property, Equipment or Supplies. If any Project property, equipment, or supplies are not used for the Project for the duration of their useful lives, as determined by FRA, whether by planned withdrawal, misuse or casualty loss, the Grantee agrees to notify FRA immediately. Disposition of withdrawn property, equipment, or supplies will be in accordance with 2 C.F.R. §§ 200.311 – 200.316.

f. Encumbrance of Project Property or Equipment. Unless expressly authorized in writing by FRA, the Grantee agrees not to:

1) Execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would dispose of or encumber the Grantee's title or other interest in any Project property or equipment; or

2) Obligate itself in any manner to any third party with respect to Project property or equipment. The Grantee will refrain from taking any action or acting in a manner that would adversely affect FRA's interest or impair the Grantee's continuing control over the use of Project property or equipment.

25. Relocation and Land Acquisition:

The Grantee agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §§ 4601 *et seq.* and the U.S. DOT implementing regulations, 49 C.F.R. Part 24.

26. Flood Hazards:

The Grantee agrees to comply with the flood insurance purchase requirements of section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), with respect to any construction or acquisition project.

27. Procurement:

a. Federal Standards. The Grantee may acquire property, goods or services in connection the Project. If the Grantee is a state, then it will use its own procurement procedures that reflect applicable state laws and regulations in compliance with 2 C.F.R. § 200.317. A subrecipient of a state will follow such policies and procedures allowed by that state when procuring property and services under this award consistent with 2 C.F.R. § 1201.317, notwithstanding 2 C.F.R. § 200.317. An entity that is not a state or a subrecipient will comply with 2 C.F.R. §§ 200.318 – 200.326, and applicable supplementary U.S. DOT or FRA directives and regulations. If determined necessary for proper Project administration, FRA reserves the right to review the Grantee's technical specifications and requirements.

b. Cargo Preference – Grantee will comply with the U.S. DOT Maritime Administration regulations, 46 C.F.R. Part 381 as follows:

1) Use of United States-flag vessels:

- Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this Agreement, and which may be transported by ocean vessel, will be transported on privately owned United States-flag commercial vessels, if available.
- Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section will be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

2) The Grantee will insert the following clauses in contracts let by the Grantee in which equipment, materials or commodities may be transported by ocean vessel in carrying out the Project.

"Use of United States-flag vessels: The contractor agrees -

1) To utilize privately owned United States-flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this contract to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

2) To furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside the United States, a legible coy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in subsection (1) above to the recipient (through the prime contractor in the case of subcontractor bills-of lading) and to the Division of Cargo Preference and Domestic Trade, Maritime Administration, 1200 New Jersey Avenue, SE, Washington, D.C. 20590, marked with appropriate identification of the Project.

3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

c. Notification Requirement. With respect to any procurement for goods and services (including construction services) having an aggregate value of $500,000 or more, the Grantee agrees to:

1) specify in any announcement of the awarding of the contract for such goods or services the amount of Federal Contribution that will be used to finance the acquisition; and

2) express said amount as a percentage of the total costs of the planned acquisition.

d. Debarment and Suspension; and Drug-Free Work Place. The Grantee agrees to obtain certifications on debarment and suspension from its third-party contractors and subrecipients and otherwise comply with U.S. DOT regulations, Nonprocurement Suspension and Debarment, 2 C.F.R. Part 1200, and Government-wide Requirements for Drug-Free Workplace (Grants), 49 C.F.R. Part 32.

e. Participation by Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals.

1) agrees to: (a) provide maximum practicable opportunities for small businesses, including veteran-owned small businesses and service disabled veteran-owned small businesses; and (b) implement best practices, consistent with our nation's civil rights and equal opportunity laws, for ensuring that all individuals – regardless of race, gender, age, disability, and national origin – benefit from activities funded through this Agreement.

2) An example of a best practice under (b) above would be to incorporate key elements of the Department's Disadvantage Business Enterprise (DBE) program (see 49 C.F.R. Part 26) in contracts under this Agreement. This practice would involve setting a DBE contract goal on contracts funded under this Agreement that have subcontracting possibilities. The goal would reflect the amount of DBE participation on the contract that the Grantee would expect to obtain absent the effects of discrimination and consistent with the availability of certified DBE firms to perform work under the contract. When a DBE contract goal has been established by a Grantee, the contract would be awarded only to a bidder/offer that has met or made (or in the case of a design/build project, is committed to meeting or making) documented, good faith efforts to reach the goal. Good faith efforts are defined as efforts to achieve a DBE goal or other requirement of this Agreement which, by their scope, intensity, and appropriateness to the objective can reasonably be expected to achieve the goal or other requirement.

3) The Grantee must provide FRA a plan, using guidance provided by FRA, for incorporating the above best practice into its implementation of the Project within 60 days following execution of this Agreement. If the Grantee is not able to substantially incorporate Part 26 elements, in accordance with the above-described best practice, the Grantee agrees to provide the FRA with a written explanation and an alternative program for ensuring the use of contractors owned and controlled by socially and economically disadvantaged individuals.

28. Rights in Intangible Property:

a. Title to Intangible Property. Intangible property, as defined in 2 C.F.R. § 200.59, acquired in the performance of this Agreement vests upon acquisition in the Grantee. The Grantee must use that property for the originally-authorized purpose, and must not encumber the property without approval of FRA. When no longer needed for the originally-authorized purpose, disposition of the intangible property must occur in accordance with the provisions of 2 C.F.R. § 200.313(e).

b. Copyright. The Grantee may copyright any work that is subject to copyright and was developed or for which ownership was acquired under this Agreement. FRA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so.

c. Patents. The following provisions will apply to patents under this Agreement:

   1) The Grantee is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements".

   2) If the Grantee secures a patent with respect to any invention, improvement, or discovery of the Grantee or any of its subrecipients or contractors conceived or first actually reduced to practice in the course of or under this Project, the Grantee agrees to grant to FRA a royalty-free, nonexclusive, and irrevocable license to use and to authorize others to use the patented device or process.

d. Research Data. For any research data (as defined in 2 C.F.R. § 200.315(e)(3)) acquired under a grant or contract, FRA has the right to:

   1) Obtain, reproduce, publish, or otherwise use the research data produced under this Agreement; and

   2) Authorize others to receive reproduce, publish, or otherwise use such data.

e. Freedom of Information Act (FOIA). Responding to a FOIA request under this Agreement will be handled in accordance with the provisions of 2 C.F.R. § 200.315(e), including any definitional provisions set forth therein. The "Federal awarding agency" is FRA, and the "non-Federal entity" is the Grantee for purposes of this clause.

29. Acknowledgment of Support and Disclaimer:

a. Acknowledgement and Disclaimer. An acknowledgment of FRA support and a disclaimer of said support must appear in any Grantee publication developed under a research and development grant, or any other product based on or developed under the Agreement as directed by FRA, whether copyrighted or not, in the following terms:

   1) "This material is based upon work supported by the Federal Railroad Administration under [Grant/Cooperative Agreement number], [date of award]."

   2) "Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the Federal Railroad Administration and/or U.S. DOT."

b. Signs. The Grantee is encouraged to erect at the site of any construction, and to maintain during construction, signs identifying the Project and indicating that FRA is participating in the development of the Project.

30. Reprints of Publications:

At such time as any article resulting from work under this Agreement is published in a scientific, technical, or professional journal or publication, two reprints of the publication should be sent to the FRA Grant Manager, clearly referenced with the appropriate identifying information.

Documentation and Oversight Provisions

31. Record Retention:

During the course of the Project and for three years after notification of grant closeout, the Grantee agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as FRA may require. In cases where litigation, a claim, or an audit is initiated prior to the expiration of the record retention period, records must be retained until completion of the action and resolution of issues or the end of the record retention period, whichever is later. Reporting and record-keeping requirements are set forth in 2 C.F.R. §§ 200.333 – 200.337. Project closeout does not alter these requirements.

32. Audit and Inspection.

a. General Audit Requirements. The Grantee will comply with all audit requirements of 2 C.F.R. §§ 200.500 – 200.512.

b. Inspection by Federal Officials. The Grantee agrees to permit the Secretary and the Comptroller General of the United States, or their Authorized Representatives, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Grantee and its contractors and subrecipients pertaining to the Project.

33. Fraud, Waste or Abuse:

The Grantee agrees to take all steps, including initiating litigation, if necessary, to recover the Federal Contribution if the FRA determines, after consultation with the Grantee, that all or a portion of such funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner in undertaking the Project.

34. Site Visits:

FRA, through its Authorized Representatives, has the right, at all reasonable times, to make site visits to review Project activities, accomplishments, and management control systems and to provide such technical assistance as may be required. If any site visit is made by FRA under this Agreement on the premises of the Grantee, contractor, beneficiary or subrecipient, the Grantee will provide, or will ensure the provision of all reasonable facilities and assistance for the safety and convenience of FRA representatives in the performance of their duties. All site visits and evaluations will be performed in such a manner as will not unduly delay work being conducted by the Grantee or any subrecipient.

35. Safety Compliance:

To the extent applicable, the Grantee agrees to comply with any Federal regulations, laws, or policy and other guidance that FRA or U.S. DOT may issue pertaining to safety in general, and in the performance of this Agreement, in particular.

36. Electronic and Information Technology:

The Grantee agrees that reports or information it provides to or on behalf of FRA will use electronic or information technology that complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794d, and "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194.

Other Legislative and Regulatory Provisions

37. Buy American:

The Grantee's acquisition of steel, iron and manufactured goods with funding provided through this Agreement is subject to the requirements set forth in the Buy American Act, 41 U.S.C. §§ 8301-8305, if applicable. The Grantee also represents that it has never been convicted of violating the Buy American Act nor will it make funding received under this Agreement available to any person or entity who has been convicted of violating the Buy American Act.

38. Ethics:

a. Standards of Conduct. The Grantee will maintain a written code or standards of conduct governing the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts or agreements supported by the Federal Contribution provided through this Agreement. The code or standards will provide that the Grantee's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subrecipients or contractors. The Grantee may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. As permitted by state or local law or regulations, such code or standards will provide for penalties, sanctions, or other disciplinary actions for violations by the Grantee's officers, employees, board members, or agents, or by subrecipients or their agents.

1) Personal Conflict of Interest. The Grantee's code or standards must provide that no employee, officer, board member, or agent of the Grantee may participate in the selection, award, or administration of a contract supported by the Federal Contribution if a real or apparent conflict of interest would be involved. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

2) Organizational Conflicts of Interest. The Grantee's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interests. An organizational conflict of interest exists when the nature of the work to be performed under a proposed contract, may, without some restrictions on future activities, result in an unfair competitive advantage to the contractor or impair the contractor's objectivity in performing the contract work.

b. Existing Codes or Standards. This section does not require the Grantee to

implement a new code or standards of conduct where a state statute, or written code or standards of conduct, already effectively covers all of the elements of Section 38(a) of this Attachment.

39. Civil Rights:

The Grantee agrees to comply with all civil rights laws and regulations, in accordance with applicable Federal directives. These include, but are not limited to, the following: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, 42 U.S.C. § 2000d *et seq.*, the DOT Title VI regulations at 49 C.F.R. part 21, which prohibits discrimination on the basis of race, color or national origin; (b) the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101 *et seq.*, the DOT ADA regulations at 49 C.F.R. parts 37-38, section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and the DOT regulations at 49 C.F.R. part 27, which prohibits discrimination of the basis of disability; (c) the Age Discrimination in Employment Act, as amended (42 U.S.C. §§ 621 – 634), and the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 1601-1607), which prohibits discrimination on the basis of age; (d) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 *et seq.*), which prohibits discrimination on the basis of sex; (e) 49 U.S.C. § 306, which prohibits discrimination on the basis of race, color, national origin, or sex in railroad financial assistance programs; (f) any nondiscrimination regulation implemented relating to the above stated statutes; (g) any nondiscrimination Executive Order implemented relating to the above stated statutes; (h) any U.S. DOT Order implemented relating to nondiscrimination, and (i) any other applicable federal laws, regulations, requirements, and guidance prohibiting discrimination.

40. SAM Registration and DUNS Number:

The Grantee is responsible for maintaining an active SAM Registration and Data Universal Numbering System (DUNS) Number and ensuring that all SAM/DUNS information is current throughout the lifecycle of this Agreement, in accordance with 2 C.F.R. § 25.200(a)(2). If SAM/DUNS information becomes inactive, expired, or incorrect, the Grantee will not be able to do any grant-related business with FRA, including the obligation and/or payment of Federal grant funds, and FRA may take appropriate action to terminate this Agreement, in accordance with the terms of this Agreement.

41. Freedom of Information Act:

The FRA is subject to the Freedom of Information Act (FOIA). The Grantee should, therefore, be aware that all applications and related materials submitted by the Grantee related to this Agreement will become agency records and thus are subject to FOIA and to public release through individual FOIA requests.

42. Text Messaging While Driving:

The Grantee is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies that bar text messaging while driving company-owned or –rented vehicles, or government-owned, leased, or rented vehicles or privately-owned vehicles when on official government business or when performing any work for or on behalf of the government. *See* Executive Order 13513 "Federal Leadership on Reducing Text Messaging While Driving," Oct. 1, 2009 (available at http://www.gpo.gov/fdsys/pkg/FR-2009-10-06/pdf/E9-24203.pdf) and DOT Order 3902.10 "Text Messaging While Driving," Dec. 30, 2009, as implemented by Financial Assistance Policy Letter (No. FAP- 2010-01, Feb. 2, 2010, available at http://www.dot.gov/sites/dot.dev/files/docs/FAPL_2010-01.pdf. This includes, but is not limited to, the Grantee:

- considering new rules and programs or re-evaluating existing programs to prohibit text messaging while driving;
- conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving; and
- encouraging voluntary compliance with the agency's text messaging policy while off duty.

The Grantee is encouraged to insert the substance of this clause in all assistance awards.

Where a Grantee is located within a state that already has enacted legislation regarding texting while driving, that state's law controls and the requirements of this section will not apply to or be a part of this Agreement.

PART IV. GOVERNING LAWS AND REGULATIONS

43. Governing Laws and Regulations:

a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The Grantee acknowledges and agrees that its performance will be governed by and in compliance with this Agreement, 2 C.F.R. §§ 200 – 200.521, including Appendices I – XI, and DOT's implementing regulations at 2 C.F.R. Part 1201.

b. Application of Federal, State, and Local Laws and Regulations.

   1) Federal Laws and Regulations. The Grantee understands that Federal laws, regulations, policies, and related administrative practices in place on the date this

Agreement was executed may be modified from time to time. The Grantee agrees that the most recent of such Federal requirements will govern the administration of this Agreement at any particular time, except if there is sufficient evidence in this Agreement of a contrary intent. Likewise, new Federal laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed and may apply to this Agreement. To achieve compliance with changing federal requirements, the Grantee agrees to include in all subawards and contracts financed with all or part of the Federal Contribution under this Agreement, specific notice that Federal requirements may change and the changed requirements will apply to the Project, as required. All limits or standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements.

2) State, Territorial Law and Local Law. Except to the extent that a Federal statute or regulation preempts state, territorial, or local law, nothing in this Agreement will require the Grantee to observe or enforce compliance with any provision thereof, perform any other act, or do any other thing in contravention of any applicable state, territorial, or local law; however, if any of the provisions of this Agreement violate any applicable state, territorial, or local law, or if compliance with the provisions of this Agreement would require the Grantee to violate any applicable state, territorial, or local law, the Grantee agrees to notify the FRA immediately in writing in order that FRA and the Grantee may make appropriate arrangements to proceed with the Project.

3) The Grantee is required to comply with all applicable Federal laws, regulations, executive orders, policies, guidance, and requirements as they relate to the application, acceptance, and/or use of funds under this Agreement which may include, but are not limited to those referenced in this Agreement.

c. Environmental Protection. In addition to complying with the requirements described in Section 23 of this Attachment, the Grantee will ensure that all work conducted under this Agreement complies with all applicable laws, regulations, executive orders, and policies related to environmental protection and historic preservation, including, but not limited to: Section 114 of the Clean Air Act (42 U.S.C. § 7414); and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. § 1318).

Consolidated Rail Infrastructure and Safety Improvements Clauses
Attachment 1A

The Grantee agrees to comply with the clauses in this Attachment 1A according to its terms. Consistent with 49 U.S.C. § 22905(e), clauses (c) through (h) do not apply to: 1) commuter rail passenger transportation (as defined in 49 U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right of way and facilities under current law.

a. Federal Contribution

The Federal share of total Project costs shall not exceed 80 percent.

b. Performance Measures

Grantee agrees to measure and report on the performance measures as stated in Attachment 5.

c. Buy America

In lieu of Section 37 of Attachment 1 to this Agreement, the Grantee agrees to comply with the Buy America provisions set forth in 49 U.S.C. § 22905(a) for the Project.

Additional guidance on compliance with the Buy America provisions is available on FRA's website at: http://www.fra.dot.gov/Page/P0185.

d. Operators Deemed Rail Carriers

The Grantee recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided by this Agreement will be considered a "rail carrier" as defined by 49 U.S.C. § 10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 *et seq.*); the Railway Labor Act (45 U.S.C. § 151 *et seq.*); and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 *et seq.*). The Grantee agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

e. Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1):

(1) If Grantee is the railroad that owns the rights-of-way used by the Project funded by this Agreement, then Grantee agrees that: the infrastructure capacity is adequate to accommodate both existing and future freight and passenger rail operations resulting from the Project, as applicable; railroad collective bargaining agreements with the Grantee's employees

(including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the Grantee on the Project; and the Grantee will comply with liability requirements consistent with 49 U.S.C. § 28103.

(2) If Grantee is not the railroad owning all of the rights-of-way used by the Project funded by this Agreement, then Grantee represents that it has entered into a written agreement with the railroad(s) owning rights-of-way used by the Project funded by this Agreement, which includes: compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations resulting from the Project; an assurance by the railroad(s) that collective bargaining agreements with the railroad's employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance of compliance with liability requirements consistent with 49 U.S.C. § 28103.

f. Labor Protective Arrangements

In accordance with 49 U.S.C. § 22905(c)(2)(B), if the Project uses rights-of-way owned by a railroad, then Grantee will ensure compliance with the protective arrangements that are equivalent to the protective arrangements established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 45 U.S.C. § 836, with respect to employees affected by actions taken in connection with the Project financed in whole or in part by this Agreement.

g. Davis-Bacon and Related Acts Provisions

In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project uses rights-of-way owned by a railroad, then, the Grantee will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C.§ 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

h. Replacement of Existing Intercity Passenger Rail Service

If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

Attachment 2

STATEMENT OF WORK

City of Gulfport, Mississippi

All Aboard the Safety Train PE/NEPA Project
Consolidated Rail Infrastructure and Safety Improvements (CRISI) Grant Program, Fiscal Year 2017

1.0 AUTHORITY

Authorization	Section 11301 of the Fixing America's Surface Transportation Act, Public Law 114–94 (2015); 49 U.S.C. 22907
Funding Authority/Appropriation	Consolidated Appropriations Act, 2017, Div. K, Tit I, Public Law 115–31
Notice of Funding Opportunity (NOFO)	Notice of Funding Opportunity for Consolidated Rail Infrastructure and Safety Improvements for Fiscal Year 2017, 83 FR 7528 (February 21, 2018)

2.0 BACKGROUND

This Agreement funds the development and completion of preliminary engineering and National Environmental Policy Act (NEPA) documents for the replacement of the dual gate configuration with a four-quadrant gate, a concrete median crossing signal system, and separate pedestrian gate at the U.S. Highway 49 (a.k.a 25th Avenue) - 15th Street grade crossing (the "Project" as further described herein). To the extent there is a conflict between Attachment 1 and this Attachment 2, Attachment 1 governs.

In response to the NOFO, the City of Gulfport ("City" or "Grantee") submitted an application requesting $58,800 to supplement the $61,200 in funds from the City that was pledged to complete the Project. On February 8, 2019, FRA announced up to $58,800 would be available for the Project.

If constructed, the grade crossing improvements would enhance the safety of vehicular and pedestrian traffic in the City. The U.S. 49 - 15TH Street grade crossing has 23 train routes scheduled to run across it each day with 4 trains running during the day and 19 trains during the night. Furthermore, there are 25 active crossings throughout the City, and the U.S. 49 – 15th Street crossing experiences the heaviest traffic.

In the last ten years, 44 accidents occurred at this highway-rail grade crossing resulting in a cost of $9.3 million to the Grantee and CSX Transportation (CSX), the Class I owner and operator of the rail line, and hours of delays for CSX. A four-quadrant gate with a concrete median crossing system and separate pedestrian gate would ensure a safer crossing for vehicular and pedestrian traffic by eliminating the ability for cars to go around lowered gates.

The crossing is about one block east of the Gulfport Depot (built in 1904), the train station that formerly served intercity passenger rail service. The most recent passenger rail service was terminated in August 2005 when the tri-weekly Los Angeles-New Orleans-Orlando Sunset Limited route was suspended as a result of the damage to the rail line caused by Hurricane Katrina. The Project location and Depot are within the Gulfport Harbor Square Commercial Historic District (District), which contains many retail establishments and businesses in a pedestrian-friendly environment. The District is within the Gulfport Main Street District, the City's thriving entertainment district which covers the waterfront from just east of 18th Avenue to 36th Avenue, including the Jones Park area, and north to Pass Road.

3.0 GENERAL OBJECTIVE

The objective of the Project is to complete PE and NEPA for a new four quadrant gate with a concrete median crossing signal system and separate pedestrian gate. If built, the new gate system will improve the safety of the nearly 49,000 vehicles that travel this route daily and the increasing number of pedestrians that walk the downtown area. This gate system, if constructed, would also be a critical step in implementing a "quiet zone", a long-awaited goal for the Grantee and its residents that live along this railway.

Through this Project, the City will complete the initial work necessary to progress to final design and construction of grade crossing improvements that will address the following safety concerns:

- Prevent motorists driving around crossing arms;
- Eliminate risky behavior and motor vehicle violations;
- Improve occasional inconsistent or excessively long advance warning times; Limit motorists bypassing the crossing via north alley and 15th Street parallel and adjacent to tracks; and,
- Improve line of sight for vehicles where existing conditions currently limit line of sight.

4.0 PROJECT LOCATION

The crossing that is the subject of the Project is located at the intersection of U.S. 49 and 15th Street. This US DOT Crossing Inventory number is 340235X, and the railroad milepost is 000-0739.280.

5.0 DESCRIPTION OF WORK

Task 1: Project Administration

Project Administration includes work that is necessary for the Grantee to manage this Project. The Grantee intends to procure and execute an agreement with a contractor to complete Tasks 2 and 3 described below.

For this initial task, the Grantee will prepare a detailed project work plan, budget, and schedule (Work Plan) for the following tasks, which may result in amendments to this Agreement. The Work Plan will describe, in detail, the activities and steps necessary to complete the tasks outlined in the

Statement of Work. In addition, the Work Plan will include the Project schedule (with Grantee and agency review durations), and it will be consistent with the Approved Project Budget but will provide a greater level of detail. The Work Plan will also include information about the project management approach (including team organization, team decision-making, roles and responsibilities and interaction with FRA), as well as address quality assurance and quality control procedures. The Work Plan will also identify any studies to be conducted as part of the environmental review and evaluation process. The Work Plan will be reviewed and approved by the FRA.

The Grantee will perform the close-out process for the Project. This process includes making the final checks on contractor work, if applicable, collecting and checking final documentation, and making final payment. The Grantee will submit a Final Performance Report, along with other final reports as required under this Agreement, to the FRA within 90 days of the Project Performance Period end date. The Final Performance Report will describe the cumulative activities of the project, including a complete description of the Grantee's achievements with respect to the project objectives and milestones, overall budget/financial status, benefits obtained from the grant, and service outcomes.

Task 1 Deliverables:

- Detailed Work Plan
- Final Performance Report

Task 2: Environmental Review

The Grantee will complete, and submit to FRA for approval, the documentation FRA determines is necessary to comply with the National Environmental Policy Act (NEPA) and related environmental laws (collectively, "environmental documentation"). The Grantee will submit to FRA a Project description, appropriate Project maps, and any other relevant background information, which will later be incorporated into the environmental documentation. This information may be submitted with the Work Plan described in Task 1 above. FRA will use this documentation to make a NEPA class of action determination and provide the Grantee with additional direction regarding the required environmental documentation. The Grantee will submit for FRA approval an environmental schedule for the completion of the environmental documentation. Once FRA approves the environmental schedule, the Grantee will complete all required environmental documentation.

Task 2 Deliverables:

- Environmental Schedule
- Draft NEPA documentation
- Final NEPA documentation
- Environmental Permits, if applicable

Task 3: Preliminary Engineering (PE) (30% Design)

The Grantee will prepare, or cause to be prepared, the 30% PE documents described below for FRA approval. The PE will consist of all steps required to develop construction plans, specifications, and engineer's construction cost estimate and construction schedule (schedule can be general, in Month 1, Month 2, etc. format since this is not a construction project).

- The Grantee will prepare design plan drawings showing, as applicable, existing right-of-way limits along with railroad ownership; a statement (on the construction plan set) that describes what design criteria and specifications the project is constructed to; track centers, track speeds; and public and private at-grade crossings. For additional quiet zone preparation, the Grantee should include in the plan consideration of Constant Warning Time and the Power-off Indicating Light components which will be required as part of the future signaling upgrade, per FRA's Quiet Zone requirements for use of locomotive horns at public crossings as stated in 49 CFR Part 222.
    - For four-quad gates, Grantee will install separate pedestrian gates at each respective quadrant that lower simultaneously with the vehicular and pedestrian entrance gates. Using the vehicular exiting gate as a pedestrian function for sidewalks is not recommended due to engineering best practices.
    - The Grantee will document consideration of supplementing the crossing with the installation of pedestrian swing gates to enable pedestrians on the crossing a means of egress to exit the crossing.
    - The Grantee will document consideration of the installation of fencing or other means of channelization to deter pedestrians from circumventing the gates.
    - The Grantee will take into consideration any highway-rail grade crossing track circuit systems on Kansas City Southern's (KCS) railroads, which are in the vicinity, to ensure compatibility.
- The Grantee will ensure that design submittals include: a title sheet identified with a drawing revision number or date; an index identifying various plan sheets comprising the drawing set; and a legend of symbols or abbreviations.
- The Grantee will conduct a full topographic and property survey noting all the physical characteristics and types and condition of equipment within the proposed project limits. right-of-way and adjacent property ownership will be identified.
- The Grantee will coordinate an onsite diagnostic assessment with representatives from the Mississippi DOT (MDOT), FRA's Region 3 Safety Office, the City's Engineering and Public Works Departments, CSX, KCS, and all other stakeholders. The Grantee will prepare a Diagnostic Safety Report that is based on the onsite assessment and will submit a copy to FRA. The topographic and property survey and onsite diagnostic assessment will evaluate characteristics of the crossing including all records for the crossing, including accident history. Any deficiencies or needs for upgrades in advance warning devices, pavement markings, pedestrian sidewalks, fencing from the sidewalks along the alley ways, consideration for median crossing gates, and crossing surfaces will be noted. Consideration for dynamic mode exit gate management system should be discussed.
- Design plan development will be based on the recommendations and findings from the onsite diagnostic assessment and topographic survey. The governing standard specifications will be as approved by FRA, and project specific supplement provision will be developed for incorporation into the contract documents.

- The Grantee must submit to FRA for review and comment the 30% design phase for the grade crossing design plan, including the railroad signal circuitry plans. The typical layout of the grade crossing design plans is scaled maps or aerial photography of existing conditions with proposed improvements shown at a scale of one inch = 100 ft.
- The Grantee will obtain signature approval on the PE cover sheet by all stakeholders (Grantee, MDOT, CSX, and KCS as necessary), or another concurrence notification deemed appropriate by FRA, impacted by the Project. The PE cover sheet must be stamped by a professionally licensed engineer in the state of Mississippi.

Task 3 Deliverables:

- 30% PE Set that includes Diagnostic Survey; Topographic and Property Survey; and Construction Plans, Specifications, Schedule and Cost Estimates
- Onsite Diagnostic Safety Report

6.0 PROJECT COORDINATION

The Grantee will perform all tasks required for the Project through a coordinated process, including all railroad owners, operators, and funding partners:

- CSX
- KCS
- MDOT
- Gulf Regional Planning Commission
- FRA

7.0 PROJECT MANAGEMENT

The Grantee is responsible for facilitating the coordination of all activities necessary for implementation of the Project. Upon award of the Project, the Grantee will monitor and evaluate the Project's progress through regular progress meetings scheduled throughout the Project's duration. The Grantee will:

- Participate in a project kickoff meeting with FRA
- Hold regularly scheduled Project meetings with FRA
- Review and approve, as specified in Section 5 above, work as it is completed
- Review and approve invoices as appropriate for completed work
- Perform Project close-out audit to ensure contractual compliance and issue close-out report
- Submit to FRA all required Project deliverables and documentation on-time and according to schedule, including periodic receipts and invoices
- Comply with all FRA Project reporting requirements, including, but not limited to, providing the following information in the quarterly progress reports, which may also address performance measurement reporting:
    a. Status of project by task breakdown and percent complete
    b. Changes and reason for change in project's scope, schedule and/or budget
    c. Description of unanticipated problems and any resolution since the immediately preceding progress report
    d. Summary of work scheduled for the next quarter
    e. Updated Project schedule

- Read and understand the Terms and Conditions of this Agreement (Attachment 1)
- Notify FRA of changes to this Agreement that require written approval or modification to the Agreement

Attachment 3

DELIVERABLES AND APPROVED PROJECT SCHEDULE

City of Gulfport, Mississippi
All Aboard the Safety Train PE/NEPA Project

The Project Performance Period will be as indicated in sections 4 and 5 on the Grant Agreement cover page (page 1). Unless otherwise approved, requests for extensions of the Project Performance Period must be submitted not later than 90 days before the end of the Project Performance Period, consistent with Section 4(b) of Attachment 1.

APPROVED PROJECT SCHEDULE			
TASK #	**ACTIVITY**	**ESTIMATED START DATE**	**ESTIMATED COMPLETION DATE**
1	Project Administration	Continuous for the Grant Duration	
1	Final Performance Report	Within 90 days of grant closeout period	
2	Environmental Review	11/01/2019	7/31/2020
3	Preliminary Engineering	11/01/2019	7/31/2021

The deliverables associated with this Agreement are listed below. The Grantee must complete these deliverables to FRA's satisfaction in order to be authorized for funding reimbursement and for the Project to be considered complete.

Task#/ Subtask #	DELIVERABLE NAME	DUE DATE
1	Detailed Project Work Plan and Project Agreement, and Project Agreement	Within 30 days of agreement execution date
1	Final Performance Report	Submitted within 90-day closeout period
2	Draft NEPA document	5/01/2020
2	Final NEPA document	7/31/2020
3	Onsite Diagnostic Safety Report	11/30/2020
3	30% PE Set (Diagnostic Survey, Topographic Survey, Design	4/30/2021

Attachment 4

APPROVED PROJECT BUDGET

City of Gulfport, Mississippi
All Aboard the Safety Train PE/NEPA Project

The total estimated cost of the Project is $120,000, for which the FRA grant will contribute up to 49% of the total Project cost, not to exceed $58,800. The Grantee's Non-Federal Contribution is comprised of cash contributions only. Any additional expense required beyond that provided in this Agreement to complete the Project will be borne by the Grantee.

Project Estimate by Task

Task #	Task Name	Federal (FRA) Contribution	Non-Federal Contribution	Total Cost
1	Project Administration	$2,940	$3,060	$6,000
2	Environmental Review	$5,880	$6,120	$12,000
3	Preliminary Engineering	$49,980	$52,020	$102,000
	Total Project Cost	**$58,800**	**$61,200**	**$120,000**

Revisions to the Approved Project Budget will be made in compliance with Attachment 1 of this Agreement. The Grantee will allocate expenditures, by Federal and Non-Federal Contributions, when seeking reimbursement from FRA.

Project Budget by Source

.Funding Source	Project Contribution Amount	Percentage of Total Project Cost
Federal Contribution	$58,800	49.00%
Non-Federal Contribution	$61,200	51.00%
TOTAL PROJECT COST	**$120,000**	**100.00%**

Attachment 5

PERFORMANCE MEASURES

City of Gulfport, Mississippi

All Aboard the Safety Train PE/NEPA Project

The table below contains the performance measures that this Project is expected to achieve. These performance measures will enable FRA to assess Grantee's progress in achieving strategic goals and objectives. The Grantee will report on these performance measures per the frequency and duration specified in the table.

Upon Project completion, Grantee will submit reports comparing the Actual Project Performance of the new and or improved asset(s) against the Pre-Project (Baseline) Performance and Expected Post-Project Performance as described in Table 1 below. Grantee need not include any analysis in addition to the described data; however, Grantee is welcome to provide information explaining the reported data. Grantee will submit the performance measures report to the Regional Manager in accordance with Table 1 below.

Performance Measure	Description of Measure	Measurement	Reporting
Completion of NEPA documents/deliverables (Task 3)	Grantee completes all environmental documentation funded by the Project according to the timeframes established in the environmental schedule.	**Pre-Project (Baseline) Performance as Project performance period start date (see page 1 of this Agreement):** Not applicable, since no document completed.	**Actual Project Performance After Project Completion:** Completion of the environmental documents consistent with the environmental schedule.
			Frequency: At applicable milestones, as defined in the project schedule.
		Expected Post-Project Performance: Yes; document completed	**Duration:** Through completion of the environmental documentation.

		according to environmental schedule	

Performance Measure	Description of Measure	Measurement	Reporting
Completion of PE and Design documents/deliverables (Task 4)	PE and design materials funded by the Project contains the information described in Attachment 2 – Statement of Work and all related deliverables are successfully completed and accepted by FRA	**Pre-Project (Baseline) Performance as Project performance period start date (see page 1 of this Agreement):** Not applicable, since no document completed.	**Actual Project Performance After Project Completion:** Acceptance of the PE deliverable consistent with requirements of the grant agreement. **Frequency:** During period of performance
		Expected Post-Project Performance: Yes; document completed.	**Duration:** One time

MEMORANDUM OF UNDERSTANDING

between

U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
HOMELAND SECURITY INVESTIGATIONS

and

City of Gulfport

regarding

THE DESIGNATION OF City of Gulfport Police Department **EMPLOYEES**

AS CUSTOMS OFFICERS (EXCEPTED)

1. **PARTIES.** The Parties to this Memorandum of Understanding (MOU) are U.S. Immigration and Customs Enforcement (ICE) Homeland Security Investigations (HSI) and The City of Gulfport .

2. **AUTHORITY.** Title 19, United States Code (U.S.C.), Section 1401(i); 19 U.S.C. § 1589a. This MOU is also authorized under the provisions of Mississippi statutes/law .

3. **PURPOSE.** The Parties agree that effective enforcement of the laws relating to HSI jurisdiction requires close cooperation and coordination between the two Parties. The Parties have therefore entered into this MOU to govern the use of HSI designations by certain employees of The City of Gulfport Police Department .

   Pursuant to section 401(i), Tariff Act of 1930, as amended (19 U.S.C. § 1401(i)), the Secretary of Homeland Security is authorized to designate persons as Customs Officers (Excepted) to perform the duties of a Customs Officer. Within ICE, this authority has been delegated to the HSI Special Agents in Charge. Pursuant to 19 U.S.C. § 1589a, customs officers are authorized to enforce the full range of federal offenses. However, in designating Customs Officers (Excepted), *HSI is not conveying the authority to enforce administrative violations of immigration law.*

   There may be instances when HSI determines that it is desirable for certain sworn law enforcement employees of Gulfport Police Department to perform certain HSI duties. This MOU sets forth the agreement and relationship between the Parties with respect to this determination.

4. **RESPONSIBILITIES.**

   The Parties agree as follows:

   HSI agrees to:

   a. Designate certain employees of Gulfport Police Department as Customs Officers (Excepted), without additional compensation, to perform the duties as noted on the "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001). This form is attached and is hereby made part of this MOU;

   b. Issue a "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001) to each qualified and designated employee;

   c. Provide appropriate training in laws, policies, and procedures to each designated employee;

d. Advise the designated Customs Officers (Excepted) about court proceedings concerning seizures or arrests made by them in accordance with the authorities granted by HSI contemplated under this MOU; and

e. Process, under appropriate regulations, any injury claim submitted as a result of injuries occurring to the designated Customs Officers (Excepted) while such individuals are acting pursuant to this MOU, for compensation under the Federal Employee Workers Compensation Act (5 U.S.C. § 8101, *et seq*.).

The City of Gulfport agrees:

a. That only sworn law enforcement officers of The Gulfport Police Department who successfully complete the appropriate HSI Task Force Officer cross-designation Training Course and receive an approved "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001) will be designated as Customs Officers (Excepted);

b. That each law enforcement officer will be bound by the Authorities Granted and the Endorsements and Restrictions as noted on the "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001);

c. To advise HSI of each court proceeding in which the validity of a Customs Officer (Excepted)'s enforcement authority becomes an issue, and allow HSI to provide legal memoranda or other assistance as deemed necessary by HSI;

d. That agency employees designated as Customs Officers (Excepted) will follow HSI directives and instructions when utilizing enforcement authority conveyed by HSI;

e. To provide to HSI, before designation of each officer and on an ongoing basis, any derogatory information, or information that may call into question the officer's truthfulness or ability to testify in court; and

f. To return all HSI-issued equipment and identification when a cross-designated officer terminates employment or when his or her cross-designation expires.

Both Parties agree:

a. That any abuse of HSI cross-designation authority may lead to the revocation of such cross-designations by HSI; and

b. To schedule periodic meetings to review this MOU, as required.

5. REPORTING AND DOCUMENTATION. HSI SAC offices will maintain the original signed "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001). Copies of this form will be held by the Contraband Smuggling Unit at HSI Headquarters, the designated Customs Officer (Excepted), and The Gulfport Police Department .

If applicable, the HSI office will maintain documentation of designated Customs Officers (Excepted) approved to use HSI vehicles and certification that the designated Customs Officers (Excepted) have completed the ICE Fleet Card Training in Virtual University and any other fleet related training.

6. POINTS OF CONTACT.

HSI Office: HSI Gulfport, Mississippi

Name: Glen R. Comesanas

Title: Resident Agent in Charge

Address: 14091 Customs Blvd.

Suite 100

Telephone Number: +1 (228) 214-7001

Fax Number: +1 (228) 217-7019

E-mail Address: glen.r.comesanas@ice.dhs.gov

Gulfport Police Dept :

Name: Lieutenant Tony Alves

Title: Administrative Services OIC

Address: 2220 15th Street

Gulfport Ms 39501

Telephone Number: +1 (228) 868-5823

Fax Number: +1 (228) 868-5837

E-mail Address: talves@gulfport-ms.gov

7. OTHER PROVISIONS. This MOU is an internal agreement between the Parties and does not confer any rights, privileges, or benefits to any other party or the public.

Nothing in this MOU is intended to conflict with current laws, regulations, or policies of either Party. If a term of this MOU is inconsistent with such authority, that term shall be invalid but the remaining terms and conditions of this MOU shall remain in full force and effect.

Nothing in this MOU is intended or shall be construed to require the obligation, appropriation, or expenditure of any money from the U.S. Treasury in violation of the Anti-Deficiency Act, 31 U.S.C. §§ 1341-1519.

The forms and authorities referenced herein may be renamed or replaced by HSI without prejudice to this MOU.

8. EFFECTIVE DATE. The terms of this MOU will become effective on the date the last Party signs the MOU. The Designation Form of each Customs Officer (Excepted) is effective per the date on that document.

9. MODIFICATION. This MOU may be amended by the written concurrence of both Parties.

10. TERMINATION. This MOU may be terminated by either Party upon a 30-day written notification to the other Party.

APPROVED BY:

Jere T. Miles
Name of HSI Official

Special Agent in Charge/New Orleans
Title of HSI Official
Homeland Security Investigations
U.S. Immigration and Customs Enforcement

Date: _____

Leonard J. Papania
Name of City 's Official

Chief of Police
Title of Other Party 's Official
Name of Other Party 's Agency

Date: _____

COMMUNITY DEVELOPMENT FUNDING AGREEMENT
BETWEEN
THE CITY OF GULFPORT AND
CATHOLIC SOCIAL & COMMUNITY SERVICES, INC.

STATE OF MISSISSIPPI **CFDA NUMBER 14.218**
COUNTY OF HARRISON

THIS AGREEMENT, entered this **5th day of November 2019** by and between the CITY of **GULFPORT** (herein called the "Grantee") and the **CATHOLIC SOCIAL & COMMUNITY SERVICES, INC.**, (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

WHEREAS, the Grantee is obligated to do and perform certain services in its undertaking of a Community Development Block Grant Program pursuant to the Housing and Development Act of 1975, as amended; and

WHEREAS, the services provided by the Subrecipient benefit low and moderate-income citizens of the City of Gulfport and constitute a valuable public service; and

WHEREAS, the City Council of the City of Gulfport has declared programs of the Subrecipient to be a public purpose and the provision of these services to be a predominate purpose of this transaction; and

WHEREAS, the Subrecipient and the services it provides have been found to meet the criteria for funding under provision 24 CFR 570.201; and

WHEREAS, the accomplishment of the above public purpose is the predominant purpose of this transaction, continuing supervision by the Grantee together with statutory and contractual requirements provide sufficient assurance that this public purpose will be accomplished; and an audit provides sufficient protection of the handling of public money; and

WHEREAS, the City Council has found that the subrecipient has the special expertise, knowledge and experience necessary for the Morning Star Pregnancy Care Center and that the Grantee will receive adequate consideration in the form of substantial public benefit; and

WHEREAS, the Grantee desires to contract with the subrecipient to make available funds for the Morning Star Pregnancy Care Center Program.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering a **CDBG Year 2018** Program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these

funds. Such program will include the activities eligible under the Community Development Block Grant Program. CDBG funds received will be used to purchase diapers, baby food, and formula for low income women and parents/guardians of children under the age of three. The Center also provides additional services such as pregnancy testing and free abstinence counseling as well as monetary assistance for rent and utilities on a limited basis.

B. National Objectives

The Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this contract meet one or more of the CDBG program's national objectives – 1) benefit low/moderate income persons, 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency – as defined in 24CFR Part 570.208.

C. Grantee's Responsibilities

1. Grantee agrees to provide Subrecipient assistance from Department of Housing and Urban Development funds in an amount not to exceed **$15,000.00** in return for Subrecipient performing the activities set forth in this Agreement as consideration for said funds.

2. It is expressly understood and agreed by the parties hereto that Grantee's responsibilities are contingent upon the actual receipt of adequate federal funds to meet Grantee's liabilities under this agreement. If adequate funds are not available to make payments under this agreement, Grantee shall notify Subrecipient in writing within a reasonable time after such fact is determined. Grantee shall terminate this agreement and will not be liable for failure to make payments to Subrecipient under this agreement.

3. Grantee shall not be liable to Subrecipient for any costs incurred by Subrecipient, or any portions thereof, which have been paid to Subrecipient or which are subject to payment to Subrecipient, or which have been reimbursed to Subrecipient or which are subject to reimbursement to Subrecipient by any source other than Grantee or Subrecipient.

4. Grantee shall not be liable to Subrecipient for any costs incurred by Subrecipient which are not allowable costs as set forth in 24 CFR Part 570.207.

5. Grantee shall not be liable to Subrecipient for any costs incurred by Subrecipient or for any performances rendered by Subrecipient which are not strictly in accordance with the terms of this agreement.

6. Grantee shall not be liable to Subrecipient for any costs incurred by Subrecipient in the performance of this agreement which have not been billed to Grantee by Subrecipient within (90) days.

7. Grantee shall not be liable for costs incurred or performances rendered by Subrecipient before commencement of this agreement or after termination of this agreement.

D. Subrecipient's Responsibilities

1. Subrecipient shall perform all activities in accordance with their budget, the applicable laws and regulations set forth herein; the assurance, certifications, and all other terms, provisions, and requirements set forth in this agreement.

2. Subrecipient shall submit to Grantee such reports on the operation and performance of this agreement on a quarterly basis, first report due the last day of the last week of that reporting quarter; with a comprehensive annual report required at contract expiration.

3. In addition to the limitations on liability otherwise specified in this Agreement, it is expressly understood and agreed by the parties hereto that if Subrecipient fails to submit to Grantee in a timely and satisfactory manner any report required by this agreement, Grantee may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by Subrecipient hereunder. If Grantee withholds such payments, it shall notify Subrecipient in writing of its decision and the reasons therefore. Payments withheld pursuant to this paragraph may be held by Grantee until such time as the delinquent obligations for which funds are withheld are fulfilled by Subrecipient.

4. Subrecipient shall refund to Grantee any sum of money which has been paid to Subrecipient by Grantee which Grantee determines has resulted in overpayment to Subrecipient, or which Grantee determines has not been spent by Subrecipient strictly in accordance with the terms of this agreement. Such refund shall be made by Subrecipient to Grantee within thirty (30) working days after such refund is requested by Grantee.

5. Subrecipient agrees to comply with applicable uniform administrative requirements, as described in 24 CRF 570.502.

6. Subrecipient agrees to carry out the activities under this agreement in compliance with all Federal laws and regulations described in 24 CFR Chapter 570 subpart K except Subrecipient does not assume the Grantee's responsibility for initiating the review process under the provisions of 24 CFR part 52.

E. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to provide the following levels of program services:

Activity	Total Units/Year
Morning Star Pregnancy Center	200

Note: Units means the number of unduplicated participants that will benefit from the program.

F. Staffing

Staff related to the entire project:

Staff Member	General Program Duties
Director of Catholic social and Community services, Inc. – Jennifer C. Williams	
Office Manager of Morning Star Pregnancy Care Center	
Case Manager, Morning Star Pregnancy Care Center – Rachel Alston	

G. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient for compliance with goals and requirements as required herein once annually or as it deems necessary in accordance with the

regulations. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee in writing, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the ***1st day of January, 2019, and terminate on the 31st day of December 2019.*** The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including program income.

III. BUDGET

Line Item: Goods for Distribution	**Amount:**
Bassinets, Infant Formula, Diapers	$15,000.00
TOTAL:	**$15,000.00**

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any changes to this budget must be approved in writing by the Grantee.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed **$15,000.00.** Payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

The subrecipient will submit invoices to the grantee for reimbursement. Said invoices shall be accompanied by canceled checks, time sheets, travel vouchers, invoices, and other documentation of expenditures.

Payments may be contingent upon certification of the Grantee's financial management system in accordance with the standards specified in OMB Circular A-110.

V. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee
Karen B. McCarty
CD Federal Programs Administrator
P. O. Box 59
Gulfport, MS 39502
(228) 868-5705, Ext: 6545

Subrecipient
Jennifer C. Williams, LSW, Executive Director
Catholic Social and Community Services, Inc.
2204 24th Avenue
Gulfport, MS 39501
(228) 701-0555

VI. SPECIAL CONDITIONS

The Subrecipient agrees to comply with the requirements of Title 24 Code of Federal Regulations, Part 570 of the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) and all federal regulations and policies issued pursuant to these regulations. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG). The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation insurance, as the Subrecipient is an independent contractor.

C. Indemnity and Release

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this agreement.

The indemnity and release provided herein shall survive the termination or voidance of this agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation insurance coverage for all of its employees involved in the performance of this contract, as applicable by state law.

E. Insurance

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage.

F. Subrecipient Recognition

The Subrecipient shall insure recognition of the role of the Subrecipient agency in providing services through this contract. All activities, facilities, and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a

reference to the support provided herein in all publications made possible with funds made available under this contract.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both organizations and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination of the Scope of Service in Paragraph I. A. above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulation, the Grantee may withhold up to fifteen percent (15%) of said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

The Grantee may also terminate this agreement in the event of an emergency or disaster, whether acts of God, natural or manmade, by giving twenty-four (24) hours notice. The Grantee may give said notice verbally to Subrecipient. Any expenditure incurred prior to receiving notice will be reimbursed; however, in no event shall the Grantee pay any expenses incurred after notice of termination is received by Subrecipient.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required herein, utilizing adequate internal controls, and maintaining necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations", or "cost Principles for Educational Institutions," as applicable; (and if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 86, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments") for all costs incurred whether charged on a direct or indirect basis.

3. Reasonable Costs

A cost is reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs. The question of the reasonableness of specific costs must be scrutinized with particular care in connection with organizations or separate divisions thereof which receive the preponderance of their support from awards made by Federal agencies. In determining the reasonableness of a given cost, consideration shall be given to:

a. Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the organization or the performance of the award.

b. The restraints or requirements imposed by such factors as generally accepted sound business practices, arm's length bargaining, Federal and State laws and regulations, and terms and conditions of the award.

c. Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the Federal Government.

d. Significant deviations from the established practices of the organization, which may unjustifiably increase the award costs.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, which are pertinent to the activities to be funded under this Agreement. Such records shall include but not to be limited to:

- Records providing a full description of each activity undertaken;
- Records demonstrating that each activity undertaken meet the National Objective of the CDBG program of benefiting low/moderate income persons.
- Records required to determine the eligibility of activities;
- Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

- Records documenting compliance with the fair Housing and equal opportunity components of the CDBG program;
- Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
- Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this contract for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this contract shall be retained for five (5) years after final disposition of such property.

Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private, and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in case of a minor, that of a responsible parent/guardian, unless otherwise required by law.

5. Property Records

The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503 (b)(8), as applicable.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), final close-out reports and determining the custodianship of records.

7. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable, OMB Circular A-133.

C. Reporting and Payment Procedures

1. Budgets/Use of CDBG Funds

The Subrecipient will submit a detailed contract budget for approval by the Grantee. The Grantee and the Subrecipient may agree to revise the budget from time to time. The budget attached hereto and made a part hereof sets forth the proposed use of CDBG funding by the Subrecipient.

2. Program Income

The Subrecipient shall report on a quarterly basis all program income as defined at 24 CFR 570.500 (a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

3. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

4. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this contract, based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payment. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

5. **Performance Reports**

Subrecipient shall submit to Grantee a Quarterly Performance Report in a format prescribed by Grantee and shall include the amount of funds obligated and expended for each of the eligible activity.

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content and frequency as required by the Grantee.

D. Procurement

1. **Compliance**
The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain an inventory record of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets purchased with such funds (unexpended program income, property, equipment, etc.) may revert to the Grantee upon termination of this contract. The Grantee may at its option allow subrecipient continued use of some or all of programmed assets. In the event that the subrecipient is allowed to maintain program assets, an inventory as outlined here and above shall be maintained by subrecipient.

2. **OMB Standards**

The Subrecipient shall procure all materials, property, or services in accordance with the requirements of OMB Circular A-110, Procurement Standards, and shall subsequently follow Property Management Standards as modified by 24 CFR 570.502 (b) (6), covering utilization and disposal of property.

3. **Travel**

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this contract.

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606 (b); (b) the requirements of 24 CFR 570.606 (c) governing the Residential Anti displacement and Relocation Assistance Plan under Section 104 (d) of the HCD Act; and (c) the requirements in 570.606 (d) governing optional relocation policies. (The Grantee may preempt the optional policies.) The Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. **Compliance**

The Subrecipient agrees to comply and to require all subcontractors to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. **Nondiscrimination**

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. **Land Covenants**

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use of occupancy of such land, or in any improvements erected or to be_erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. **Section 504**

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.706), which prohibits discrimination against the handicapped in any Federally-assisted program. The Grantee shall provide the Subrecipient with any guidelines in force during the term of this contract.

B. Affirmative Action

1. **Approved Plan**

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided

in the President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. W/MBE

The Subrecipient will use its best efforts to afford minority-and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish-surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs S.A., Civil Rights, and B., Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; and lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C.276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request. The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1,3,5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. OSHA

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall no be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

4. Right to Know

Participants employed or trained for inherently dangerous occupations, e.g., fire or police jobs, shall be assigned to work in accordance with reasonable safety practices. The Subrecipient will comply with the Minnesota Right to Know Act.

5. "Section 3" Clause

A. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The

Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 (of the Housing and Urban Development Act of 1968), as amended, 12 U.S.C.1701. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low-and very low-income residents of the project area, and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low-and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low-and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low-and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low-and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low-and very low-income residents within the service area or the neighborhood in which the project is located, and to low-and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

B. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract of understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

C. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract

unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this contract without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

c. Suspension/Disbarment

The Subrecipient shall not enter into any subcontracts with an agency, business or individual that has been suspended or disbarred by the Department of Housing and Urban Development.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that, in the performance of this Agreement, no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person, who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or sub-recipients which are receiving funds under the CDBG Entitlement Program.

5. Lobbying

The Subrecipient hereby certifies that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly, and;

d. Lobbying Certification – Paragraph d
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200 (j).

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this contract:

Clean Air Act, 42 U.S.C., 7401, et seq.
Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Grantee shall assure that, for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD Lead-Based Paint Regulations at 24CFR 570608, and 24 CFR Part 35 and will comply with all applicable requirements.

D. Asbestos

Grantee agrees to comply with the Texas Asbestos Health Protection Act set forth at Article 4477-3a Section 12 of the Texas Civil Statutes and the National Emission Standard for Asbestos Regulations set forth at 40 CFR Part 61.

E. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedure set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, THE Parties have executed this contract as of the date first written above.

CITY OF GULFPORT

_____

Billy Hewes, Mayor of Gulfport

_____

Date

Catholic Social & Community Services, Inc.

Jennifer Williams

Jennifer C. Williams, LSW, Ex. Dir.

10-17-19

Date

FED. I.D. # 64-0506632

DUNS # 172387875

ATTEST:

_____

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 APPROVE SUB-RECIPIENT PUBLIC SERVICE AGREEMENT CONTRACT FOR FISCAL YEAR 2018 FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT

WHEREAS, on January 8, 2019, the Gulfport City Council approved the initial Action Plan and funding for the FY 2018 Community Development Block Grant Programs ("CBDG") for the City of Gulfport; and

WHEREAS, the City of Gulfport has been advised that HUD has approved the 2018 funding for the public service programs; and

WHEREAS, each Sub-Recipient in the public service programs must execute a contract with the City prior to receiving the approved funding, a contract between the City of Gulfport and Catholic Social & Community Services, Inc. is attached hereto as Exhibit "A" for your review and approval.

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

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

SECTION 2. That the contract between the City of Gulfport and the CDBG public service programs Sub-Recipient Catholic Social & Community Services, Inc. be and the same is hereby approved in the form as is found in Exhibit "A" to this resolution, and the Mayor is, hereby, authorized to execute the same on behalf of the City of Gulfport.

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

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

AYES	**NAYS**	**ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2019.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT**

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2019.

_____

MAYOR

COMMUNITY DEVELOPMENT FUNDING AGREEMENT
BETWEEN
THE CITY OF GULFPORT AND
DE L'EPEE DEAF CENTER, INC.

STATE OF MISSISSIPPI **CFDA NUMBER 14.218**
COUNTY OF HARRISON

THIS AGREEMENT, entered this **5th day of November 2019** by and between the CITY of **GULFPORT** (herein called the "Grantee") and the **DE L'EPEE DEAF CENTER, INC.** (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

WHEREAS, the Grantee is obligated to do and perform certain services in its undertaking of a Community Development Block Grant Program pursuant to the Housing and Development Act of 1975, as amended; and

WHEREAS, the services provided by the Subrecipient benefit low and moderate-income citizens of the City of Gulfport and constitute a valuable public service; and

WHEREAS, the City Council of the City of Gulfport has declared programs of the Subrecipient to be a public purpose and the provision of these services to be a predominate purpose of this transaction; and

WHEREAS, the Subrecipient and the services it provides have been found to meet the criteria for funding under provision 24 CFR 570.201; and

WHEREAS, the accomplishment of the above public purpose is the predominant purpose of this transaction, continuing supervision by the Grantee together with statutory and contractual requirements provide sufficient assurance that this public purpose will be accomplished; and an audit provides sufficient protection of the handling of public money; and

WHEREAS, the City Council has found that the subrecipient has the special expertise, knowledge and experience necessary for the Morning Star Pregnancy Care Center and that the Grantee will receive adequate consideration in the form of substantial public benefit; and

WHEREAS, the Grantee desires to contract with the subrecipient to make available funds for the Morning Star Pregnancy Care Center Program.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering a **CDBG Year 2018** Program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these

funds. Such program will include the activities eligible under the Community Development Block Grant Program. CDBG funds received will be used to help subsidize operational expenses of the Center which houses the organization and the many services it provides for the deaf and hard of hearing in the city of Gulfport. These activities include but are not limited to Interpreting Services (24/7), emergency services, community series identification, job placement assistance, message relay via telephone/TTY, food pantry, disaster service, supply distribution, severe weather interpreting on TV. The Center also provides a summer camp for children in grades K-12 who are deaf, hard of hearing or who have parents or siblings who are hearing impaired.

B. National Objectives

The Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this contract meet one or more of the CDBG program's national objectives – 1) benefit low/moderate income persons, 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency – as defined in 24CFR Part 570.208.

C. Grantee's Responsibilities

1. Grantee agrees to provide Subrecipient assistance from Department of Housing and Urban Development funds in an amount not to exceed **$15,000.00** in return for Subrecipient performing the activities set forth in this Agreement as consideration for said funds.

2. It is expressly understood and agreed by the parties hereto that Grantee's responsibilities are contingent upon the actual receipt of adequate federal funds to meet Grantee's liabilities under this agreement. If adequate funds are not available to make payments under this agreement, Grantee shall notify Subrecipient in writing within a reasonable time after such fact is determined. Grantee shall terminate this agreement and will not be liable for failure to make payments to Subrecipient under this agreement.

3. Grantee shall not be liable to Subrecipient for any costs incurred by Subrecipient, or any portions thereof, which have been paid to Subrecipient or which are subject to payment to Subrecipient, or which have been reimbursed to Subrecipient or which are subject to reimbursement to Subrecipient by any source other than Grantee or Subrecipient.

4. Grantee shall not be liable to Subrecipient for any costs incurred by Subrecipient which are not allowable costs as set forth in 24 CFR Part 570.207.

5. Grantee shall not be liable to Subrecipient for any costs incurred by Subrecipient or for any performances rendered by Subrecipient which are not strictly in accordance with the terms of this agreement.

6. Grantee shall not be liable to Subrecipient for any costs incurred by Subrecipient in the performance of this agreement which have not been billed to Grantee by Subrecipient within (90) days.

7. Grantee shall not be liable for costs incurred or performances rendered by Subrecipient before commencement of this agreement or after termination of this agreement.

D. Subrecipient's Responsibilities

1. Subrecipient shall perform all activities in accordance with their budget, the applicable laws and regulations set forth herein; the assurance, certifications, and all other terms, provisions, and requirements set forth in this agreement.

2. Subrecipient shall submit to Grantee such reports on the operation and performance of this agreement on a quarterly basis, first report due the last day of the last week of that reporting quarter; with a comprehensive annual report required at contract expiration.

3. In addition to the limitations on liability otherwise specified in this Agreement, it is expressly understood and agreed by the parties hereto that if Subrecipient fails to submit to Grantee in a timely and satisfactory manner any report required by this agreement, Grantee may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by Subrecipient hereunder. If Grantee withholds such payments, it shall notify Subrecipient in writing of its decision and the reasons therefore. Payments withheld pursuant to this paragraph may be held by Grantee until such time as the delinquent obligations for which funds are withheld are fulfilled by Subrecipient.

4. Subrecipient shall refund to Grantee any sum of money which has been paid to Subrecipient by Grantee which Grantee determines has resulted in overpayment to Subrecipient, or which Grantee determines has not been spent by Subrecipient strictly in accordance with the terms of this agreement. Such refund shall be made by Subrecipient to Grantee within thirty (30) working days after such refund is requested by Grantee.

5. Subrecipient agrees to comply with applicable uniform administrative requirements, as described in 24 CRF 570.502.

6. Subrecipient agrees to carry out the activities under this agreement in compliance with all Federal laws and regulations described in 24 CFR Chapter 570 subpart K except Subrecipient does not assume the Grantee's responsibility for initiating the review process under the provisions of 24 CFR part 52.

E. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to provide the following levels of program services:

Activity	Total Units/Year
Operational Cost Utilities of Deaf Center	1500
Sign Language Interpreting for Deaf Public Service Meetings	

Note: Units means the number of unduplicated participants that will benefit from the program.

F. Staffing

Staff related to the entire project:

Staff Member	General Program Duties
Gregory Crapo,	Executive Director
Ms. Jill, Hagler, Sarah Francis,	On call 24/7 for emergencies at the hospital, police Station, public service meetings.

G. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient for compliance with goals and requirements as required herein once annually or as it deems necessary in accordance with the regulations. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee in writing, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the ***1st day of January, 2019, and terminate on the 31st day of December 2019.*** The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including program income.

III. BUDGET

Line Item: Goods for Distribution	**Amount:**
Center Operating Expenses (utilities)	$4,500.00
Interpreting Services	$10,500.00
TOTAL:	**$15,000.00**

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any changes to this budget must be approved in writing by the Grantee

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed **$15,000.00.** Payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

The subrecipient will submit invoices to the grantee for reimbursement. Said invoices shall be accompanied by canceled checks, time sheets, travel vouchers, invoices, and other documentation of expenditures.

Payments may be contingent upon certification of the Grantee's financial management system in accordance with the standards specified in OMB Circular A-110.

V. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee
Karen B. McCarty
CD Federal Programs Administrator
P. O. Box 59

Subrecipient
Gregory Crapo, Executive Director
de L'Epee Deaf Center, Inc..
1450 North Street

Gulfport, MS 39502
(228) 868-5705, Ext: 6545

Gulfport, MS 39507
(228) 897-2280

VI. SPECIAL CONDITIONS

The Subrecipient agrees to comply with the requirements of Title 24 Code of Federal Regulations, Part 570 of the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) and all federal regulations and policies issued pursuant to these regulations. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG). The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation insurance, as the Subrecipient is an independent contractor.

C. Indemnity and Release

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this agreement.

The indemnity and release provided herein shall survive the termination or voidance of this agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation insurance coverage for all of its employees involved in the performance of this contract, as applicable by state law.

E. Insurance

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage.

F. Subrecipient Recognition

The Subrecipient shall insure recognition of the role of the Subrecipient agency in providing services through this contract. All activities, facilities, and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both organizations and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination of the Scope of Service in Paragraph I. A. above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulation, the Grantee may withhold up to fifteen percent (15%) of said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

The Grantee may also terminate this agreement in the event of an emergency or disaster, whether acts of God, natural or manmade, by giving twenty-four (24) hours notice. The Grantee may give said notice verbally to Subrecipient. Any expenditure incurred prior to receiving notice will be reimbursed; however, in no event shall the Grantee pay any expenses incurred after notice of termination is received by Subrecipient.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required herein, utilizing adequate internal controls, and maintaining necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations", or "cost Principles for Educational Institutions," as applicable; (and if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 86, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments") for all costs incurred whether charged on a direct or indirect basis.

3. Reasonable Costs

A cost is reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs. The question of the reasonableness of specific costs must be scrutinized with particular care in connection with organizations or separate divisions thereof which receive the preponderance of their support from awards made by Federal agencies. In determining the reasonableness of a given cost, consideration shall be given to:

a. Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the organization or the performance of the award.

b. The restraints or requirements imposed by such factors as generally accepted sound business practices, arm's length bargaining, Federal and State laws and regulations, and terms and conditions of the award.

c. Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the Federal Government.

d. Significant deviations from the established practices of the organization, which may unjustifiably increase the award costs.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, which are pertinent to the activities to be funded under this Agreement. Such records shall include but not to be limited to:

- Records providing a full description of each activity undertaken;

- Records demonstrating that each activity undertaken meet the National Objective of the CDBG program of benefiting low/moderate income persons.
- Records required to determine the eligibility of activities;
- Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- Records documenting compliance with the fair Housing and equal opportunity components of the CDBG program;
- Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
- Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this contract for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this contract shall be retained for five (5) years after final disposition of such property.

Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private, and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in case of a minor, that of a responsible parent/guardian, unless otherwise required by law.

5. Property Records

The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503 (b)(8), as applicable.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), final close-out reports and determining the custodianship of records.

7. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable, OMB Circular A-133.

C. Reporting and Payment Procedures

1. Budgets/Use of CDBG Funds

The Subrecipient will submit a detailed contract budget for approval by the Grantee. The Grantee and the Subrecipient may agree to revise the budget from time to time. The budget attached hereto and made a part hereof sets forth the proposed use of CDBG funding by the subrecipient.

2. Program Income

The Subrecipient shall report on a quarterly basis all program income as defined at 24 CFR 570.500 (a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

3. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

4. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this contract, based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payment. With the exception of certain advances, payments

will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

5. Performance Reports

Subrecipient shall submit to Grantee a Quarterly Performance Report in a format prescribed by Grantee and shall include the amount of funds obligated and expended for each of the eligible activity.

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content and frequency as required by the Grantee.

D. <u>Procurement</u>

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain an inventory record of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets purchased with such funds (unexpended program income, property, equipment, etc.) may revert to the Grantee upon termination of this contract. The Grantee may at its option allow subrecipient continued use of some or all of programmed assets. In the event that the subrecipient is allowed to maintain program assets, an inventory as outlined here and above shall be maintained by subrecipient.

2. OMB Standards

The Subrecipient shall procure all materials, property, or services in accordance with the requirements of OMB Circular A-110, Procurement Standards, and shall subsequently follow Property Management Standards as modified by 24 CFR 570.502 (b) (6), covering utilization and disposal of property.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this contract.

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606 (b); (b) the requirements of 24 CFR 570.606 (c) governing the Residential Anti displacement and Relocation Assistance Plan under Section 104 (d) of the HCD Act; and (c) the requirements in 570.606 (d) governing optional relocation policies. (The Grantee may preempt the optional policies.) The Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted

project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply and to require all subcontractors to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use of occupancy of such land, or in any improvements erected or to be_erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.706), which prohibits discrimination against the handicapped in any Federally-assisted program. The Grantee shall provide the Subrecipient with any guidelines in force during the term of this contract.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. W/MBE

The Subrecipient will use its best efforts to afford minority-and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish-surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs S.A., Civil Rights, and B., Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; and lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C.276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request. The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1,3,5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. OSHA

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall no be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

4. Right to Know

Participants employed or trained for inherently dangerous occupations, e.g., fire or police jobs, shall be assigned to work in accordance with reasonable safety practices. The Subrecipient will comply with the Minnesota Right to Know Act.

5. "Section 3" Clause

A. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and

binding upon the Grantee, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 (of the Housing and Urban Development Act of 1968), as amended, 12 U.S.C.1701. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low-and very low-income residents of the project area, and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low-and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low-and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low-and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low-and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low-and very low-income residents within the service area or the neighborhood in which the project is located, and to low-and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

B. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract of understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

C. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this contract without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

e. Suspension/Disbarment

The Subrecipient shall not enter into any subcontracts with an agency, business or individual that has been suspended or disbarred by the Department of Housing and Urban Development.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that, in the performance of this Agreement, no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person, who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or sub-recipients which are receiving funds under the CDBG Entitlement Program.

5. Lobbying

The Subrecipient hereby certifies that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly, and;

d. Lobbying Certification – Paragraph d
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200 (j).

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this contract:

Clean Air Act, 42 U.S.C., 7401, et seq.
Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Grantee shall assure that, for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD Lead-Based Paint Regulations at 24CFR 570608, and 24 CFR Part 35 and will comply with all applicable requirements.

D. Asbestos

Grantee agrees to comply with the Texas Asbestos Health Protection Act set forth at Article 4477-3a Section 12 of the Texas Civil Statutes and the National Emission Standard for Asbestos Regulations set forth at 40 CFR Part 61.

E. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedure set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation

Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, THE Parties have executed this contract as of the date first written above.

CITY OF GULFPORT

_____

Billy Hewes, Mayor of Gulfport

_____

Date

de L'Epee Deaf Center, Inc.

_____

Gregory K Crapo, Director

10-18-19

Date

FED. I.D. # 64-0612093

DUNS # 121403864

ATTEST:

_____

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 APPROVE SUB-RECIPIENT PUBLIC SERVICE AGREEMENT CONTRACT FOR FISCAL YEAR 2018 FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT

WHEREAS, on January 8, 2019, the Gulfport City Council approved the initial Action Plan and funding for the FY 2018 Community Development Block Grant Programs ("CBDG") for the City of Gulfport; and

WHEREAS, the City of Gulfport has been advised that HUD has approved the 2018 funding for the public service programs; and

WHEREAS, each Sub-Recipient in the public service programs must execute a contract with the City prior to receiving the approved funding, a contract between the City of Gulfport and De L'Epee Deaf Center, Inc. is attached hereto as Exhibit "A" for your review and approval.

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

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

SECTION 2. That the contract between the City of Gulfport and the CDBG public service programs Sub-Recipient De L'Epee Deaf Center, Inc. be and the same is hereby approved in the form as is found in Exhibit "A" to this resolution, and the Mayor is, hereby, authorized to execute the same on behalf of the City of Gulfport.

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

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

AYES	**NAYS**	**ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2019.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT**

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2019.

_____

MAYOR

COMMUNITY DEVELOPMENT FUNDING AGREEMENT
BETWEEN
THE CITY OF GULFPORT AND
GULF COAST CENTER FOR NONVIOLENCE, INC.

STATE OF MISSISSIPPI **CFDA NUMBER 14.218**
COUNTY OF HARRISON

THIS AGREEMENT, entered this **_ 5th day of November, 2019 _** by and between the CITY of **GULFPORT** (herein called the "Grantee") and the **GULF COAST CENTER FOR NONVIOLENCE** (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

WHEREAS, the Grantee is obligated to do and perform certain services in its undertaking of a Community Development Block Grant Program pursuant to the Housing and Development Act of 1975, as amended; and

WHEREAS, the services provided by the Subrecipient benefit low and moderate-income citizens of the City of Gulfport and constitute a valuable public service; and

WHEREAS, the City Council of the City of Gulfport has declared programs of the Subrecipient to be a public purpose and the provision of these services to be a predominate purpose of this transaction; and

WHEREAS, the Subrecipient and the services it provides have been found to meet the criteria for funding under provision 24 CFR 570.201; and

WHEREAS, the accomplishment of the above public purpose is the predominant purpose of this transaction, continuing supervision by the Grantee together with statutory and contractual requirements provide sufficient assurance that this public purpose will be accomplished; and an audit provides sufficient protection of the handling of public money; and

WHEREAS, the City Council has found that the subrecipient has the special expertise, knowledge and experience necessary for the Gulfport Community Outreach Program and that the Grantee will receive adequate consideration in the form of substantial public benefit; and

WHEREAS, the Grantee desires to contract with the subrecipient to make available funds for the Gulf Coast Center for Nonviolence, Inc. Gulfport Community Outreach Program.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering a **CDBG Year 2018** Program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these

funds. Such program will include the activities eligible under the Community Development Block Grant Program. The CDBG project assists in providing Center services in Gulfport which includes nonresidential counseling for victims of domestic violence, sexual assault, and family members of homicide victims, court advocacy, prevention education programs; services for perpetrators of domestic violence, and the Coordinate Community Response program.

B. National Objectives

The Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this contract meet one or more of the CDBG program's national objectives – 1) benefit low/moderate income persons, 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency – as defined in 24CFR Part 570.208.

C. Grantee's Responsibilities

1. Grantee agrees to provide Subrecipient assistance from Department of Housing and Urban Development funds in an amount not to exceed **$30,000.00** in return for Subrecipient performing the activities set forth in this Agreement as consideration for said funds.

2. It is expressly understood and agreed by the parties hereto that Grantee's responsibilities are contingent upon the actual receipt of adequate federal funds to meet Grantee's liabilities under this agreement. If adequate funds are not available to make payments under this agreement, Grantee shall notify Subrecipient in writing within a reasonable time after such fact is determined. Grantee shall terminate this agreement and will not be liable for failure to make payments to Subrecipient under this agreement.

3. Grantee shall not be liable to Subrecipient for any costs incurred by Subrecipient, or any portions thereof, which have been paid to Subrecipient or which are subject to payment to Subrecipient, or which have been reimbursed to Subrecipient or which are subject to reimbursement to Subrecipient by any source other than Grantee or Subrecipient.

4. Grantee shall not be liable to Subrecipient for any costs incurred by Subrecipient which are not allowable costs as set forth in 24 CFR Part 570.207.

5. Grantee shall not be liable to Subrecipient for any costs incurred by Subrecipient or for any performances rendered by Subrecipient which are not strictly in accordance with the terms of this agreement.

6. Grantee shall not be liable to Subrecipient for any costs incurred by Subrecipient in the performance of this agreement which have not been billed to Grantee by Subrecipient within (90) days.

7. Grantee shall not be liable for costs incurred or performances rendered by Subrecipient before commencement of this agreement or after termination of this agreement.

D. Subrecipient's Responsibilities

1. Subrecipient shall perform all activities in accordance with their budget, the applicable laws and regulations set forth herein; the assurance, certifications, and all other terms, provisions, and requirements set forth in this agreement.

2. Subrecipient shall submit to Grantee such reports on the operation and performance of this agreement on a quarterly basis, first report due the last day of the last week of that reporting quarter; with a comprehensive annual report required at contract expiration.

3. In addition to the limitations on liability otherwise specified in this Agreement, it is expressly understood and agreed by the parties hereto that if Subrecipient fails to submit to Grantee in a timely and satisfactory manner any report required by this agreement, Grantee may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by Subrecipient hereunder. If Grantee withholds such payments, it shall notify Subrecipient in writing of its decision and the reasons therefore. Payments withheld pursuant to this paragraph may be held by Grantee until such time as the delinquent obligations for which funds are withheld are fulfilled by Subrecipient.

4. Subrecipient shall refund to Grantee any sum of money which has been paid to Subrecipient by Grantee which Grantee determines has resulted in overpayment to Subrecipient, or which Grantee determines has not been spent by Subrecipient strictly in accordance with the terms of this agreement. Such refund shall be made by Subrecipient to Grantee within thirty (30) working days after such refund is requested by Grantee.

5. Subrecipient agrees to comply with applicable uniform administrative requirements, as described in 24 CRF 570.502.

6. Subrecipient agrees to carry out the activities under this agreement in compliance with all Federal laws and regulations described in 24 CFR Chapter 570 subpart K except Subrecipient does not assume the Grantee's responsibility for initiating the review process under the provisions of 24 CFR part 52.

E. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to provide the following levels of program services:

Activity	**Total Units/Year**
Services includes counseling services Victims of sexual abuse, homicide victims, Domestic violence, free legal services,	2,000

Note: Units means the number of unduplicated participants that will benefit from the program.

F. Staffing

Staff related to the entire project:

Staff Member	**General Program Duties**
Executive Director. – Stacey Riley	
Criminal Justice Program Director – Sarah Jones	
Resource Development Director – Kelly Hawkins	
Staff Accountant – Becky Ezell	

G. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient for compliance with goals and requirements as required herein once annually or as it deems necessary in accordance with the regulations. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee in writing, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the ***1st day of January, 2017, and terminate on the 31st day of December 2019.*** The term of this agreement shall end upon full payment of budgeted funds if prior to end of time of performance.

III. BUDGET

Line Items:	Amount:	Funding Source
Personnel Expenses	$11,303.00	CDBG 2017
Supplies	$ 1,197.00	CDBG 2017
DVIP Facilitators	$ 2,500.00	CDBG 2017
Personnel Expenses	$10,074.00	CDBG 2018
Supplies	$ 66.00	CDBG 2018
DVIP Facilitators	$ 4,860.00	CDBG 2018
TOTAL:	**$30,000.00**	

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any changes to this budget must be approved in writing by the Grantee.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed **$30,000.00.** Payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

The subrecipient will submit invoices to the grantee for reimbursement. Said invoices shall be accompanied by canceled checks, time sheets, travel vouchers, invoices, and other documentation of expenditures.

Payments may be contingent upon certification of the Grantee's financial management system in accordance with the standards specified in OMB Circular A-110.

V. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee	**Subrecipient**
Karen B. McCarty	Stacey Riley, Executive Director
CD Federal Programs Administrator	Gulf Coast Center for Nonviolence, Inc..
P. O. Box 59	P.O. Box 333
Gulfport, MS 39502	Biloxi, MS 39533
(228) 868-5705, Ext: 6545	(228) 436-3809

VI. SPECIAL CONDITIONS

The Subrecipient agrees to comply with the requirements of Title 24 Code of Federal Regulations, Part 570 of the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) and all federal regulations and policies issued pursuant to these regulations. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG). The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation insurance, as the Subrecipient is an independent contractor.

C. Indemnity and Release

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this agreement.

The indemnity and release provided herein shall survive the termination or voidance of this agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation insurance coverage for all of its employees involved in the performance of this contract, as applicable by state law.

E. Insurance

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage.

F. Subrecipient Recognition

The Subrecipient shall insure recognition of the role of the Subrecipient agency in providing services through this contract. All activities, facilities, and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both organizations and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination of the Scope of Service in Paragraph I. A. above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulation, the Grantee may withhold up to fifteen percent (15%) of said contract funds

until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

The Grantee may also terminate this agreement in the event of an emergency or disaster, whether acts of God, natural or manmade, by giving twenty-four (24) hours notice. The Grantee may give said notice verbally to Subrecipient. Any expenditure incurred prior to receiving notice will be reimbursed; however, in no event shall the Grantee pay any expenses incurred after notice of termination is received by Subrecipient.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required herein, utilizing adequate internal controls, and maintaining necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations", or "cost Principles for Educational Institutions," as applicable; (and if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 86, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments") for all costs incurred whether charged on a direct or indirect basis.

3. Reasonable Costs

A cost is reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs. The question of the reasonableness of specific costs must be scrutinized with particular care in connection with organizations or separate divisions thereof which receive the preponderance of their support from awards made by Federal agencies. In determining the reasonableness of a given cost, consideration shall be given to:

a. Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the organization or the performance of the award.

b. The restraints or requirements imposed by such factors as generally accepted sound business practices, arm's length bargaining, Federal and State laws and regulations, and terms and conditions of the award.

c. Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the Federal Government.

d. Significant deviations from the established practices of the organization, which may unjustifiably increase the award costs.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, which are pertinent to the activities to be funded under this Agreement. Such records shall include but not to be limited to:

- Records providing a full description of each activity undertaken;
- Records demonstrating that each activity undertaken meet the National Objective of the CDBG program of benefiting low/moderate income persons.
- Records required to determine the eligibility of activities;
- Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- Records documenting compliance with the fair Housing and equal opportunity components of the CDBG program;
- Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
- Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this contract for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this contract shall be retained for five (5) years after final disposition of such property.

Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private, and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in case of a minor, that of a responsible parent/guardian, unless otherwise required by law.

5. Property Records

The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503 (b)(8), as applicable.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), final close-out reports and determining the custodianship of records.

7. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable, OMB Circular A-133.

C. Reporting and Payment Procedures

1. Budgets/Use of CDBG Funds

The Subrecipient will submit a detailed contract budget for approval by the Grantee. The Grantee and the Subrecipient may agree to revise the budget from time to time. The budget attached hereto and made a part hereof sets forth the proposed use of CDBG funding by the subrecipient.

2. Program Income

The Subrecipient shall report on a quarterly basis all program income as defined at 24 CFR 570.500 (a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

3. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

4. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this contract, based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payment. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

5. Performance Reports

Subrecipient shall submit to Grantee a Quarterly Performance Report in a format prescribed by Grantee and shall include the amount of funds obligated and expended for each of the eligible activity.

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content and frequency as required by the Grantee.

D. <u>Procurement</u>

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain an inventory record of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets purchased with such funds (unexpended program income, property, equipment, etc.) may revert to the Grantee upon termination of this contract. The Grantee may at its option allow subrecipient continued use of some or all of programmed assets. In the event that the subrecipient is allowed to maintain program assets, an inventory as outlined here and above shall be maintained by subrecipient.

2. OMB Standards

The Subrecipient shall procure all materials, property, or services in accordance with the requirements of OMB Circular A-110, Procurement Standards, and shall subsequently follow Property Management Standards as modified by 24 CFR 570.502 (b) (6), covering utilization and disposal of property.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this contract.

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606 (b); (b) the requirements of 24 CFR 570.606 (c) governing the Residential Anti displacement and Relocation Assistance Plan under Section 104 (d) of the HCD Act; and (c) the requirements in 570.606 (d) governing optional relocation policies. (The Grantee may preempt the optional policies.) The Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply and to require all subcontractors to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use of occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.706), which prohibits discrimination against the handicapped in any Federally-assisted program. The Grantee shall provide the Subrecipient with any guidelines in force during the term of this contract.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. W/MBE

The Subrecipient will use its best efforts to afford minority-and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish-surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs S.A., Civil Rights, and B., Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; and lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C.276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request. The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1,3,5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. OSHA

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall no be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

4. Right to Know

Participants employed or trained for inherently dangerous occupations, e.g., fire or police jobs, shall be assigned to work in accordance with reasonable safety practices. The Subrecipient will comply with the Minnesota Right to Know Act.

5. "Section 3" Clause

A. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 (of the Housing and Urban Development Act of 1968), as amended, 12 U.S.C.1701. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low-and very low-income residents of the project area, and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low-and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low-and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low-and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low-and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low-and very low-income residents within the service area or the neighborhood in which the project is located, and to low-and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

B. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract of understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

C. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this contract without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

c. Suspension/Disbarment

The Subrecipient shall not enter into any subcontracts with an agency, business or individual that has been suspended or disbarred by the Department of Housing and Urban Development.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that, in the performance of this Agreement, no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person, who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or sub-recipients which are receiving funds under the CDBG Entitlement Program.

5. Lobbying

The Subrecipient hereby certifies that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;

c. It will require that the language of paragraph (d) of this certification be included

in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly, and;

d. Lobbying Certification – Paragraph d
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200 (j).

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this contract:

Clean Air Act, 42 U.S.C., 7401, et seq.
Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Grantee shall assure that, for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD Lead-Based Paint Regulations at 24CFR 570608, and 24 CFR Part 35 and will comply with all applicable requirements.

D. Asbestos

Grantee agrees to comply with the Texas Asbestos Health Protection Act set forth at Article 4477-3a Section 12 of the Texas Civil Statutes and the National Emission Standard for Asbestos Regulations set forth at 40 CFR Part 61.

E. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedure set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, THE Parties have executed this contract as of the date first written above.

CITY OF GULFPORT	**Gulf Coast Center for Nonviolence, Inc.**
_____	_____
Billy Hewes, Mayor of Gulfport	**Stacey Riley, Executive Director**
_____	_____
Date	**Date**

FED. I.D. #_64-0634613_____

DUNS # _154890776_____

ATTEST:

_____

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 APPROVE SUB-RECIPIENT PUBLIC SERVICE AGREEMENT CONTRACT FOR FISCAL YEAR 2018 FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT

WHEREAS, on January 8, 2019, the Gulfport City Council approved the initial Action Plan and funding for the FY 2018 Community Development Block Grant Programs ("CBDG") for the City of Gulfport; and

WHEREAS, the City of Gulfport has been advised that HUD has approved the 2018 funding for the public service programs; and

WHEREAS, each Sub-Recipient in the public service programs must execute a contract with the City prior to receiving the approved funding, a contract between the City of Gulfport and Gulf Coast Center for Nonviolence, Inc. is attached hereto as Exhibit "A" for your review and approval.

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

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

SECTION 2. That the contract between the City of Gulfport and the CDBG public service programs Sub-Recipient Gulf Coast Center for Nonviolence, Inc. be and the same is hereby approved in the form as is found in Exhibit "A" to this resolution, and the Mayor is, hereby, authorized to execute the same on behalf of the City of Gulfport.

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

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

AYES	**NAYS**	**ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2019.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT**

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2019.

_____

MAYOR

COMMUNITY DEVELOPMENT FUNDING AGREEMENT
BETWEEN
THE CITY OF GULFPORT AND
GULF COAST COMMUNITY MINISTRIES

STATE OF MISSISSIPPI **CFDA NUMBER 14.218**
COUNTY OF HARRISON

THIS AGREEMENT, entered this **_ 5th day of November, 2019 _** by and between the CITY of **GULFPORT** (herein called the "Grantee") and the **GULF COAST COMMUNITY MINISTRIES** (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

WHEREAS, the Grantee is obligated to do and perform certain services in its undertaking of a Community Development Block Grant Program pursuant to the Housing and Development Act of 1975, as amended; and

WHEREAS, the services provided by the Subrecipient benefit low and moderate-income citizens of the City of Gulfport and constitute a valuable public service; and

WHEREAS, the City Council of the City of Gulfport has declared programs of the Subrecipient to be a public purpose and the provision of these services to be a predominate purpose of this transaction; and

WHEREAS, the Subrecipient and the services it provides have been found to meet the criteria for funding under provision 24 CFR 570.201; and

WHEREAS, the accomplishment of the above public purpose is the predominant purpose of this transaction, continuing supervision by the Grantee together with statutory and contractual requirements provide sufficient assurance that this public purpose will be accomplished; and an audit provides sufficient protection of the handling of public money; and

WHEREAS, the City Council has found that the subrecipient has the special expertise, knowledge and experience necessary for the Promoting Nutritional and Physical Wellness Program and that the Grantee will receive adequate consideration in the form of substantial public benefit; and

WHEREAS, the Grantee desires to contract with the subrecipient to make available funds for the Gulf Coast Community Ministries Nutritional and Physical Wellness Program.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering a **CDBG Year 2018** Program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these

funds. Such program will include the activities eligible under the Community Development Block Grant Program. CDBG funds received will be used to help subsidize operational expenses for the Center in addition to purchasing food, medicine, and medical test for low income residents of Gulfport to help meet their basic needs, food, and healthcare. The GCCM Food Pantry serves as a "stopgap" for families in the City of Gulfport. The GCCM Free Clinic serves uninsured, adult resident in the City of Gulfport.

B. National Objectives

The Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this contract meet one or more of the CDBG program's national objectives – 1) benefit low/moderate income persons, 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency – as defined in 24CFR Part 570.208.

C. Grantee's Responsibilities

1. Grantee agrees to provide Subrecipient assistance from Department of Housing and Urban Development funds in an amount not to exceed **$15,000.00** in return for Subrecipient performing the activities set forth in this Agreement as consideration for said funds.

2. It is expressly understood and agreed by the parties hereto that Grantee's responsibilities are contingent upon the actual receipt of adequate federal funds to meet Grantee's liabilities under this agreement. If adequate funds are not available to make payments under this agreement, Grantee shall notify Subrecipient in writing within a reasonable time after such fact is determined. Grantee shall terminate this agreement and will not be liable for failure to make payments to Subrecipient under this agreement.

3. Grantee shall not be liable to Subrecipient for any costs incurred by Subrecipient, or any portions thereof, which have been paid to Subrecipient or which are subject to payment to Subrecipient, or which have been reimbursed to Subrecipient or which are subject to reimbursement to Subrecipient by any source other than Grantee or Subrecipient.

4. Grantee shall not be liable to Subrecipient for any costs incurred by Subrecipient which are not allowable costs as set forth in 24 CFR Part 570.207.

5. Grantee shall not be liable to Subrecipient for any costs incurred by Subrecipient or for any performances rendered by Subrecipient which are not strictly in accordance with the terms of this agreement.

6. Grantee shall not be liable to Subrecipient for any costs incurred by Subrecipient in the performance of this agreement which have not been billed to Grantee by Subrecipient within (90) days.

7. Grantee shall not be liable for costs incurred or performances rendered by Subrecipient before commencement of this agreement or after termination of this agreement.

D. Subrecipient's Responsibilities

1. Subrecipient shall perform all activities in accordance with their budget, the applicable laws and regulations set forth herein; the assurance, certifications, and all other terms, provisions, and requirements set forth in this agreement.

2. Subrecipient shall submit to Grantee such reports on the operation and performance of this agreement on a quarterly basis, first report due the last day of the last week of that reporting quarter; with a comprehensive annual report required at contract expiration.

3. In addition to the limitations on liability otherwise specified in this Agreement, it is expressly understood and agreed by the parties hereto that if Subrecipient fails to submit to Grantee in a timely and satisfactory manner any report required by this agreement, Grantee may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by Subrecipient hereunder. If Grantee withholds such payments, it shall notify Subrecipient in writing of its decision and the reasons therefore. Payments withheld pursuant to this paragraph may be held by Grantee until such time as the delinquent obligations for which funds are withheld are fulfilled by Subrecipient.

4. Subrecipient shall refund to Grantee any sum of money which has been paid to Subrecipient by Grantee which Grantee determines has resulted in overpayment to Subrecipient, or which Grantee determines has not been spent by Subrecipient strictly in accordance with the terms of this agreement. Such refund shall be made by Subrecipient to Grantee within thirty (30) working days after such refund is requested by Grantee.

5. Subrecipient agrees to comply with applicable uniform administrative requirements, as described in 24 CRF 570.502.

6. Subrecipient agrees to carry out the activities under this agreement in compliance with all Federal laws and regulations described in 24 CFR Chapter 570 subpart K except Subrecipient does not assume the Grantee's responsibility for initiating the review process under the provisions of 24 CFR part 52.

E. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to provide the following levels of program services:

Activity	Total Units/Year
Services includes food and free health clinic	1,500

Note: Units means the number of unduplicated participants that will benefit from the program.

F. Staffing

Staff related to the entire project:

Staff Member	General Program Duties
Executive Director – Natalie Atkins	
Medical Director (volunteer) – Dr. Belinda Alexander	
Food Pantry & Homeless Outreach Coordinator (volunteer) – Virginia Cooley	

G. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient for compliance with goals and requirements as required herein once annually or as it deems necessary in accordance with the

regulations. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee in writing, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the ***1st day of January, 2019, and terminate on the 31st day of December 2019.*** The term of this agreement shall end upon full payment of budgeted funds if prior to end of time of performance.

III. BUDGET

Line Item: Goods for Distribution	**Amount:**
Center Operating Expenses (utilities)	$3,500.00
Food	$7,500.00
Medicine/Medical Tests	$4,000.00
TOTAL:	**$15,000.00**

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any changes to this budget must be approved in writing by the Grantee.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed **$15,000.00.** Payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

The subrecipient will submit invoices to the grantee for reimbursement. Said invoices shall be accompanied by canceled checks, time sheets, travel vouchers, invoices, and other documentation of expenditures.

Payments may be contingent upon certification of the Grantee's financial management system in accordance with the standards specified in OMB Circular A-110.

V. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee
Karen B. McCarty
CD Federal Programs Administrator
P. O. Box 59
Gulfport, MS 39502
(228) 868-5705, Ext: 6545

Subrecipient
Natalie Atkins, Executive Director
Gulf Coast Community Ministries
3914 15th Street
Gulfport, MS 39501
(228) 868-8202

VI. SPECIAL CONDITIONS

The Subrecipient agrees to comply with the requirements of Title 24 Code of Federal Regulations, Part 570 of the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) and all federal regulations and policies issued pursuant to these regulations. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG). The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation insurance, as the Subrecipient is an independent contractor.

C. Indemnity and Release

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this agreement.

The indemnity and release provided herein shall survive the termination or voidance of this agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation insurance coverage for all of its employees involved in the performance of this contract, as applicable by state law.

E. Insurance

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage.

F. Subrecipient Recognition

The Subrecipient shall insure recognition of the role of the Subrecipient agency in providing services through this contract. All activities, facilities, and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both organizations and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination of the Scope of Service in Paragraph I. A. above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulation, the Grantee may withhold up to fifteen percent (15%) of said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

The Grantee may also terminate this agreement in the event of an emergency or disaster, whether acts of God, natural or manmade, by giving twenty-four (24) hours notice. The Grantee may give said notice verbally to Subrecipient. Any expenditure incurred prior to receiving notice will be reimbursed; however, in no event shall the Grantee pay any expenses incurred after notice of termination is received by Subrecipient.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required herein, utilizing adequate internal controls, and maintaining necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations", or "cost Principles for Educational Institutions," as applicable; (and if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 86, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments") for all costs incurred whether charged on a direct or indirect basis.

3. Reasonable Costs

A cost is reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs. The question of the reasonableness of specific costs must be scrutinized with particular care in connection with organizations or separate divisions thereof which receive the preponderance of their support from awards made by Federal agencies. In determining the reasonableness of a given cost, consideration shall be given to:

a. Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the organization or the performance of the award.

b. The restraints or requirements imposed by such factors as generally accepted sound business practices, arm's length bargaining, Federal and State laws and regulations, and terms and conditions of the award.

c. Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the Federal Government.

d. Significant deviations from the established practices of the organization, which may unjustifiably increase the award costs.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, which are pertinent to the activities to be funded under this Agreement. Such records shall include but not to be limited to:

- Records providing a full description of each activity undertaken;
- Records demonstrating that each activity undertaken meet the National Objective of the CDBG program of benefiting low/moderate income persons.

- Records required to determine the eligibility of activities;
- Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- Records documenting compliance with the fair Housing and equal opportunity components of the CDBG program;
- Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
- Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this contract for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this contract shall be retained for five (5) years after final disposition of such property.

Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private, and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in case of a minor, that of a responsible parent/guardian, unless otherwise required by law.

5. Property Records

The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503 (b)(8), as applicable.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to:

making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), final close-out reports and determining the custodianship of records.

7. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable, OMB Circular A-133.

C. Reporting and Payment Procedures

1. Budgets/Use of CDBG Funds

The Subrecipient will submit a detailed contract budget for approval by the Grantee. The Grantee and the Subrecipient may agree to revise the budget from time to time. The budget attached hereto and made a part hereof sets forth the proposed use of CDBG funding by the subrecipient.

2. Program Income

The Subrecipient shall report on a quarterly basis all program income as defined at 24 CFR 570.500 (a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

3. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

4. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this contract, based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payment. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance

fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

5. Performance Reports

Subrecipient shall submit to Grantee a Quarterly Performance Report in a format prescribed by Grantee and shall include the amount of funds obligated and expended for each of the eligible activity.

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content and frequency as required by the Grantee.

D. <u>Procurement</u>

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain an inventory record of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets purchased with such funds (unexpended program income, property, equipment, etc.) may revert to the Grantee upon termination of this contract. The Grantee may at its option allow subrecipient continued use of some or all of programmed assets. In the event that the subrecipient is allowed to maintain program assets, an inventory as outlined here and above shall be maintained by subrecipient.

2. OMB Standards

The Subrecipient shall procure all materials, property, or services in accordance with the requirements of OMB Circular A-110, Procurement Standards, and shall subsequently follow Property Management Standards as modified by 24 CFR 570.502 (b) (6), covering utilization and disposal of property.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this contract.

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606 (b); (b) the requirements of 24 CFR 570.606 (c) governing the Residential Anti displacement and Relocation Assistance Plan under Section 104 (d) of the HCD Act; and (c) the requirements in 570.606 (d) governing optional relocation policies. (The Grantee may preempt the optional policies.) The Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply and to require all subcontractors to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use of occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.706), which prohibits discrimination against the handicapped in any Federally-assisted program. The Grantee shall provide the Subrecipient with any guidelines in force during the term of this contract.

B. Affirmative Action

1. **Approved Plan**

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. **W/MBE**

The Subrecipient will use its best efforts to afford minority-and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish-surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. **Access to Records**

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. **Notifications**

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. **EEO/AA Statement**

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. **Subcontract Provisions**

The Subrecipient will include the provisions of Paragraphs S.A., Civil Rights, and B., Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. **Prohibited Activity**

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; and lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C.276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request. The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1,3,5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. OSHA

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall no be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

4. Right to Know

Participants employed or trained for inherently dangerous occupations, e.g., fire or police jobs, shall be assigned to work in accordance with reasonable safety practices. The Subrecipient will comply with the Minnesota Right to Know Act.

5. "Section 3" Clause

A. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subcontractors, their successors and assigns, to those sanctions specified by

the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 (of the Housing and Urban Development Act of 1968), as amended, 12 U.S.C.1701. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low-and very low-income residents of the project area, and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low-and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low-and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low-and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low-and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low-and very low-income residents within the service area or the neighborhood in which the project is located, and to low-and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

B. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract of understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

C. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found

in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this contract without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

c. Suspension/Disbarment

The Subrecipient shall not enter into any subcontracts with an agency, business or individual that has been suspended or disbarred by the Department of Housing and Urban Development.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that, in the performance of this Agreement, no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person, who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or sub-recipients which are receiving funds under the CDBG Entitlement Program.

5. Lobbying

The Subrecipient hereby certifies that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly, and;

d. Lobbying Certification – Paragraph d
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200 (j).

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this contract:

Clean Air Act, 42 U.S.C., 7401, et seq.
Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Grantee shall assure that, for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD Lead-Based Paint Regulations at 24CFR 570608, and 24 CFR Part 35 and will comply with all applicable requirements.

D. Asbestos

Grantee agrees to comply with the Texas Asbestos Health Protection Act set forth at Article 4477-3a Section 12 of the Texas Civil Statutes and the National Emission Standard for Asbestos Regulations set forth at 40 CFR Part 61.

E. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedure set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, THE Parties have executed this contract as of the date first written above.

CITY OF GULFPORT	**Gulf Coast Center for Nonviolence, Inc.**
_____	_____
Billy Hewes, Mayor of Gulfport	**Natalie Atkins, Executive Director**
_____	_____
Date	**Date**

FED. I.D. #_30-0225661_____

DUNS # _824962570_____

ATTEST:

_____

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 APPROVE SUB-RECIPIENT PUBLIC SERVICE AGREEMENT CONTRACT FOR FISCAL YEAR 2018 FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT

WHEREAS, on January 8, 2019, the Gulfport City Council approved the initial Action Plan and funding for the FY 2018 Community Development Block Grant Programs ("CBDG") for the City of Gulfport; and

WHEREAS, the City of Gulfport has been advised that HUD has approved the 2018 funding for the public service programs; and

WHEREAS, each Sub-Recipient in the public service programs must execute a contract with the City prior to receiving the approved funding, a contract between the City of Gulfport and Gulf Coast Community Ministries is attached hereto as Exhibit "A" for your review and approval.

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

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

SECTION 2. That the contract between the City of Gulfport and the CDBG public service programs Sub-Recipient Gulf Coast Community Ministries be and the same is hereby approved in the form as is found in Exhibit "A" to this resolution, and the Mayor is, hereby, authorized to execute the same on behalf of the City of Gulfport.

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

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

AYES	**NAYS**	**ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2019.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT**

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2019.

_____

MAYOR

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 APPROVE TENTH AMENDMENT TO THE CITY'S CONTRACT WITH UTILITY PARTNERS, LLC, TO ADD FOUR (4) METER LABOR POSITIONS TO THE CONTRACT, TO AUTHORIZE THE MAYOR OR DESIGNEE TO EXECUTE SAID CONTRACT AMENDMENT, AND FOR RELATED PURPOSES

WHEREAS, the City has contracted with Utility Partners, LLC, to provide various services in connection with water, sewer, streets and drainage in and for the City of Gulfport; and

WHEREAS, by mutual agreement, the City of Gulfport and Utility Partners, LLC, desire to add four (4) meter labor positions to the Contract; and

WHEREAS, it is necessary to add the cost of the said meter labor positions to the contract; and

WHEREAS, by mutual agreement, the City of Gulfport and Utility Partners, LLC, desire to make such contract amendments as are necessary to add the aforementioned positions; and

WHEREAS, a proposed TENTH AMENDMENT TO THE CONTRACT FOR OPERATIONS AND MAINTENANCE OF THE WATER AND SEWER SYSTEMS AS WELL AS THE STREETS AND DRAINAGE SYSTEMS FOR THE CITY OF GULFPORT is attached hereto as Exhibit "A".

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

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

SECTION 2. That the Tenth Amendment to the contract with Utility Partners, LLC, be and the same is hereby approved in the form as is found in Exhibit "A" to this resolution, and the Mayor is, hereby, authorized to execute the same on behalf of the City of Gulfport.

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

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

AYES	**NAYS**	**ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2019.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT**

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2019.

_____

MAYOR

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT
CITY OF GULFPORT

TENTH AMENDMENT TO THE CONTRACT FOR OPERATIONS AND MAINTENANCE OF THE WATER AND SEWER SYSTEMS AS WELL AS THE STREETS AND DRAINAGE SYSTEMS FOR THE CITY OF GULFPORT

THIS TENTH AMENDMENT to Contract is hereby entered into and agreed to by and between the **CITY OF GULFPORT, MISSISSIPPI** ("**City**" or "**Owner**") and **UTILITY PARTNERS, LLC.** ("**UP**" or "**Operator**") on the dates hereinafter set forth for the purpose of amending in writing certain covenants and conditions of that certain CONTRACT FOR OPERATIONS AND MAINTENANCE OF THE WATER AND SEWER SYSTEMS AS WELL AS THE STREETS AND DRAINAGE SYSTEMS FOR THE CITY OF GULFPORT (herein "**the Contract**"), approved by the Gulfport City Council and signed by the Mayor on or about October 4, 2011, and subsequently signed and executed by the authorized representative of UP, and the Contract is hereby further amended by this TENTH AMENDMENT, as follows:

WITNESSETH THAT:

WHEREAS, the City of Gulfport has approved the Fiscal Year 2019-2020 budget; and

WHEREAS, subsequent to the adoption of the budget, the City identified the need to put additional resources, including manpower, to meter replacement and, in order to meet that need, it was agreed by the parties that four (4) meter labor positions would be added to the contract; and

NOW THEREFORE, for the purposes hereinabove set forth, it is hereby agreed by and between the parties that the Contract shall be hereby amended effective and commencing November 6, 2019, as follows:

A. That the Contract shall be amended to reflect an increase in staffing by four (4) meter labor positions, and that the total contract amount shall be increased by ONE HUNDRED EIGHTY FOUR THOUSAND, NINE HUNDRED SIXTY AND NO/100 DOLLARS ($184,960.00), which represents the cost associated with the increase in the staff as listed herein.

Except as specifically amended and stated above, said CONTRACT FOR OPERATIONS AND MAINTENANCE OF THE WATER AND SEWER SYSTEMS AS WELL AS THE STREETS AND DRAINAGE SYSTEMS FOR THE CITY OF GULFPORT (as amended) is not hereby amended, modified or changed, and shall remain in full force and effect.

IN WITNESS WHEREOF, each of the Owner and Operator has caused this Tenth Amendment to Contract to be signed, executed and delivered by its duly authorized representative on the day and date hereinafter stated, having been first duly authorized so to act.

OWNER:

CITY OF GULFPORT, MISSISSIPPI

By: _____
Mayor

ATTESTED BY:

_____
City Clerk

_____, 2019

OPERATOR:

UTILITY PARTNERS, LLC.

By: _____
Authorized Representative

ATTESTED BY

_____
Secretary

_____, 2019

Memorandum – City of Gulfport

To: Mayor Billy Hewes

CC: Dr. John Kelly, CAO

Gerard Bellocq, Finance

From: Wayne E. Miller, P.E. WEM

Date: 10/29/19

Re: Tenth Amendment
- Contract for Operations and Maintenance of the Water and Sewer Systems, as well as, the Streets and Drainage Systems for the City of Gulfport

- Utility Partners, LLC.

Attached for your consideration is the referenced Tenth Amendment, which will add four (4) meter labor positions. These positions will assist with the Water Meter Register Head Replacement Project. The total cost for these new positions will be $184,960.00/year.

Please place this item on the November 5, 2019 Council Agenda.

This item has been approved by:

Mayor or C.A.O. _____

Attachments:
1. Tenth Amendment
2. Letter from Utility Partners, LLC dated October 23, 2019

UTILITY PARTNERS
City of Gulfport
Public Works

4050 Hewes Avenue
Gulfport, Mississippi 39507
Office: (228)868-5740
Fax: (228) 868-5743

October 23, 2019

To: Wayne Miller

From: Brian Nelson

Subject: Addition of Meter Labor Staff

Mr. Miller,

Utility Partners is pleased to provide a cost for the addition of Four Meter Laborers the City of Gulfport contract in order to assist the City in repairing and replacing components of water meters. The cost for this proposed work is below:

Four Meter Labor Positions- $184,960.00 / Year.

Proposed cost includes all labor costs, vehicle insurance, plus benefits such as bonuses, health insurance, uniforms, safety training and supplies as well as eligibility for our 401-K program. Fuel for City vehicles is not included in our price, as consistent with our existing contract.

We understand these positions may be reduced or eliminated once the proposed work is completed. We ask that the City amendment provide Utility Partners 30 days' notice prior to reduction in staff so we may transition these employees to other permanent positions within our organization.

If you have any questions or need further information, please let me know.

Sincerely,

Brian Nelson
Vice President of Public Works
Utility Partners, LLC

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 APPROVE WAIVER OF THIRTY (30) DAY REVIEW PERIOD PROVIDED FOR IN THAT CERTAIN MEMORANDUM OF AGREEMENT AMONG THE CITY OF GULFPORT AND THE U.S. DEPARTMENT OF LABOR (DOL) AND OTHER PARTIES PERTAINING TO THE SITE OF THE EXISTING FORMER 33RD AVENUE HIGH SCHOOL, AND FOR RELATED PURPOSES

WHEREAS, in 2017, following a special called meeting on May 27, 2017, the City of Gulfport approved and authorized execution of a Memorandum of Agreement (hereinafter, MOA) to which the City of Gulfport, by the terms of the Agreement, was an Invited Signatory; and

WHEREAS, the aforementioned MOA established a path forward for the restoration and renovation of the former 33rd Avenue High School (or parts thereof as set forth therein) in order to preserve the historic nature of the property and ensure its feasible use in the future by the City's tenant, the United States Department of Labor and the Job Corps; and

WHEREAS, among the provisions of the MOA was a clause that provided that at the 15% design phase, renderings of the design would be made available to all signatories and concurring parties to the MOA for a 30-day review period; and

WHEREAS, as required, at the 15% design phase, renderings of the design were, in fact, made available to all signatories and concurring parties to the MOA during a public meeting held on September 12, 2019, in the Council Chambers at Gulfport City Hall; and

WHEREAS, the signatories and concurring parties to the MOA were each and all very pleased with the progress of the design efforts and, in an effort to enable the design work to continue forward without delay, the aforementioned parties agreed to waive the 30-day review period; and

WHEREAS, concurrence of the City's Governing Authority is needed to memorialize the City's agreement to waive the 30-day review period.

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 30-day review period required by the MOA at the 15% design phase be and the same is hereby waived by the City of Gulfport.

SECTION 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law. A copy hereof shall be provided to the Department of Labor or its designee or representative.

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 _____, 2019.

(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 _____, 2019.

APPROVED:

_____

MAYOR

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 APPROVING SALE OF SIDEARM TO OFFICER RONALD A. ROE 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 Ronald A. Roe, of the Gulfport Police Department, has retired from the City of Gulfport, effective October 1, 2019, and his retirement is pursuant to a state or state-approved retirement system; and

WHEREAS, Officer Roe 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 $3.78.

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 Ronald A. Roe, in light of his retirement, his personal sidearm at a cost to Officer Roe of $3.78.

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 _____, 2019.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT**

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2019.

_____

MAYOR

Gulfport Police Department

Memorandum

To: Mayor Bill Hewes

From: Chief Leonard Papania

Date: Friday, September 27, 2019

Re: **Purchase of Duty Weapon for Retired Officer: Ronald A. Roe**

I am requesting that the City Council authorize the Gulfport Police Department to sell the below described handgun to Officer Ronald A. Roe, who will retire from the Gulfport Police Department, effective October 1, 2019. This action is in compliance with **MS Code § 45-9-131.** Based on the fee previously approved, the charge will be $3.78. Please place this item on the next council agenda.

(1) Glock 21 Serial #ASR 383 / Asset #0004725

I appreciate your consideration of this request.

Comptroller _____

Director of Police _____

CAO _____ Mayor _____

Ronald a. Roe

ASSET # 000000000004725
CLASS M1 MACHINERY & EQU
SUBCL E04 WEAPONS
COMMODITY 68052
DEPT 213 Police
LOC CODE 2001 POLICE HEADQUAR
LOC MEMO
ROOM 4776
STORAGE LOC

STATUS A ACTIVE
CONDITION U USED
CUSTODIAN POLICE CHIEF
TITLEHOLDER

TAG # 0005392
SERIAL # ASR383
MANUFACTURER GLOCK GLOCK INC.
MODEL 21
MODEL YEAR
LICENSE #

MASTER ASSET
FUND SOURCE
ACQUIS METH GF GENERAL F

ACQUIS DATE 06/07/1996
ACQUIS COST 378.00
ACRES 0.000
QTY 1
UNIT PRICE 0.00
PURCH MEMO

SOY BOOK 378.00
CURRENT BOOK 378.00
EST SALVAGE 37.80
REPL COST 378.00
LAST INVENT 08/26/2019
IMPROVE MEMO

RETIRE DATE
DISP CODE
DISP PRICE
SALE PRICE 0.00

DESCRIPTION WEAPON PISTOL GLOCK 21 .45 CAL SEMI AUTO

MAINT CONT N INSURED N
VENDOR DESC Vendor Name Mi CARRIER
TYPE G INSURED VAL 0.00
EXPIRE DATE EXPIRE DATE
ANNUAL COST 0.00 POLICY CST 0.00
MEMO MEMO

DEPRECIATE N
DEPREC PRIN 0.00
FIRST YR/PR 1996/09 LAST YR/PR /00
EST LIFE 10
PERIODS TAKEN 0
ACCUM DEPREC 0.00

VEND #	PO #	DOCUMENT #	INVOICE #	INV DATE	INV AMT

User-Defined Fields

Field Name	Value

G/L Accounts

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

$3.78

PO Accounts

ORG	OBJ	PROJ	AMOUNT

Ronald a. Roe

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 form 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.

For General Finance Office Only

Date Entered: _____
Entered By: _____

City of Gulfport
Fixed Asset
Transfer / Disposal Form

Date of Transaction: 9/27/2019

Transaction Type: (Please Circle) Retire/Dispose Auction Transfer Adjust 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 # 0004725

Asset Description: Glock - 21

Serial Number or VIN: ASR 383

Mileage (if applicable): _____

Reason for Transaction: Retirement of Law Enforcement Officer (Ronald A. Roe)

Update Location Memo: _____

Date of Auction (if auction): _____

Other Information: _____

LEONARD J. PAPANIA
Chief of Police
Gulfport Police Department

SEP 30 2019

Directors Signature (or Agent) of Transferring Dept. Date

Directors Signature (or Agent) of Transferring Dept. Date

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2019, 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 19-LE-202, 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 2019 Mississippi Department of Public Safety, Office of Homeland Security Grant Number 19-LE-202; 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 2019 Mississippi Department of Public Safety Office of Homeland Security Grant in the amount of $27,156.00 for the purchase of Radios and accessories; 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 2019 Homeland Security Grant Number 19-LE-202 in the amount of $27,156.00 (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 2019 Homeland Security Grant Number 19-LE-202 in the amount of $27,156.00, 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 _____, 2019.

(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 _____, 2019.

APPROVED:

_____

MAYOR

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HOMELAND SECURITY

PHIL BRYANT
GOVERNOR

MARSHALL L. FISHER
COMMISSIONER

October 28, 2019

Lieutenant Tony Alves
City of Gulfport Police Department
P O Drawer "S"
Gulfport, MS 39501

Dear State Homeland Security Grant Recipient:

Enclosed you will find your Homeland Security Grant Program Award Letter and Grant Recipient Agreement for the Fiscal Year 2019. These funds in the amount of $27,156.00 are for the purpose of purchasing a Portable Radios with Accessories 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
8. 2019 Nationwide Cybersecurity Review Completion Verification

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 15, 2019.** Failure to return all signed and required documentation 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

Marsha Manuel, Grants Director

MM/rds

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**
(10 Portable Radios with Accessories)

Project Title(s): Homeland Security Grant Program

Grant Period: 10-01-19 – 06-30-20 Date of Award: 09-24-19

Total Amount of Award: **$27,156.00** Grant No.: **19LE202**

In accordance with the provisions of Federal Fiscal Year 2019 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-2019-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 15, 2019**. **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

Jerry Williams
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: October 29, 2019

Re: Permission to Accept FY19 Homeland Security Grant

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

Subject: Permission to accept the Fiscal Year 2019 Homeland Security Grant Number 19-LE-202 in the amount of $ 27,156.

Mississippi Department of Public Safety, Office of Homeland Security awarded this grant to the Gulfport Police Department. The funds will be used to purchase Radio's and Accessories for our officers. This program is funded 100% by federal funds. No city/local matching funds are required.

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 OF THE GULFPORT CITY COUNCIL AUTHORIZING THE FILING OF AN APPLICATION FOR FEDERAL SURFACE TRANSPORTATION PROGRAM (STP) FUNDING FOR THE PAVEMENT MANAGEMENT PLAN PROJECT AND COMMITTING THE NECESSARY NON-FEDERAL MATCH FOR THE PROJECT AND STATING THE ASSURANCE OF THE CITY OF GULFPORT TO ACTIVATE THE PROJECT IN FY 2020 AND BEGIN CONSTRUCTION BY FY2021, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, Mississippi (applicant) is submitting an application to the Mississippi Gulf Coast MPO for Eighty Thousand and no/100 Dollars ($80,000.00) (combined with a $20,000.00 local match for a total of $100,000.00 cost for the project) n funding from the federal Surface Transportation Program (STP) for the Pavement Management Plan Project (herein referred to as PROJECT); and

WHEREAS, the Gulf Regional Planning Commission is the Metropolitan Planning Organization (MPO) for the Gulfport, MS and Pascagoula, MS urbanized areas; and

WHEREAS, Gulf Regional Planning Commission administers Surface Transportation Block Grant funds (STBG) to the local jurisdictions within the MPO's designated urbanized area and under the guidance and direction of the Mississippi Gulf Coast MPO's Technical Coordinating Committee and the Transportation Policy Committee; and

WHEREAS, on September 24, 2015 the Transportation Policy Committee of the Mississippi Gulf Coast MPO adopted a Complete Streets policy for the region that includes firm, but reasonable, language that requires both new and reconstruction roadway projects utilizing federal transportation funds on the Mississippi Gulf Coast, to include measures to accommodate bicycles, pedestrians and transit to the extent possible; and

WHEREAS, Gulf Regional Planning Commission will review and evaluate said PROJECT based on goals set by Mississippi Gulf Coast MPO and rank against other projects submitted for funding consideration; and

WHEREAS, the commitment of local matching funds of at least 20% is required for STBG funding; and

WHEREAS, STBG funding is limited and any cost increase cannot be expected or be more than 20%; and

WHEREAS, STBG funded projects must comply with the Mississippi Department of Transportation (MDOT) Project Development Manual for Local Public Agencies.

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, Mississippi, by and through the Mayor and the Departments of Public Works and Engineerg, is authorized to execute and file a project application for funding under the Surface Transportation Block Grant (STBG).

Section 3. That if approved for funding, APPLICANT will provide $20,000.00 in non-federal matching funds.

Section 4. That if approved for funding, APPLICANT must complete PROJECT as described in the project application.

Section 5. That if approved for funding, APPLICANT understands that PROJECT must be activated as indicated on this resolution and the project application and that construction begin as indicated on this resolution and the project application.

Section 6. That a copy of this resolution will be transmitted to the Mississippi Gulf Coast MPO in conjunction with the filing of the project application for funding.

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 _____, 2019.

(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 _____, 2019.

APPROVED:

_____

MAYOR

Memorandum – City of Gulfport

To: Mayor Billy Hewes

CC: Dr. John Kelly, CAO

Gulfport City Council Members

Wayne Miller, Public Works

Gerard Bellocq, Finance

From: Kris Riemann, P.E. RKR

Date: 10/25/19

Re: **Recommendation to Approve an Application to Gulf Regional Planning Commission to Fund a Pavement Management Plan for Gulfport - City-Wide**

Attached for your consideration is the above referenced application for submittal to Gulf Regional Planning Commission. The City of Gulfport wants to implement a pavement management plan via a software application. This application will allow Gulfport staff to instantly see current road conditions throughout the city via GIS-based imagery and color scoring. Given the great detail and analytics an application like this will provide, we anticipate being able to better allocate funding and project requirements and/or constraints for future paving projects.

The proposed project will be to determine a paving priority listing of the streets in the City and use funding either from City or grants to pave the streets according to that priority.

No funding is currently needed. This is just to submit the application. The cost of the study, if approved, will be $100,000.00. The Federal Highway Administration/MDOT funds used for studies through Gulf Regional Planning Commission will pay for 80% or $80,000.00. The remaining 20% or $20,000.00 would be paid by the City.

I recommend approval of this application. Please place this item on the November 5, 2019 Council Agenda. Thank you for your consideration in this matter.

Attachments: 1. Application

MPO TECHNICAL REPORT AND STUDIES APPLICATION

Jurisdiction/agency: City of Gulfport, MS	Date: 10-18-2019
Study/report name: Pavement Management Plan	
Study area: To put a pavement management plan in-place for Gulfport to determine when and how often our roadways are to be paved.	
Project contact person: Ryan D. Merrill, M.S.	

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

DESCRIBE STUDY PURPOSE: Define the transportation issue to be solved.

The City of Gulfport wants to implement a pavement management plan via a software application. This application will allow Gulfport staff to instantly see current road conditions throughout the city via GIS-based imagery and color scoring. Given the great detail and analytics an application like this will provide, we anticipate being able to better allocate funding and project requirements and/or constraints for future paving projects.

PROJECT COST:

Federal Share	$80,000.00
Local Share	$20,000.00
Total	$100,000.00

SUBMIT TO: Kenneth Yarrow, GRPC, 1635 Popps Ferry Road, Suite G, Biloxi, MS 39532.
Email: kyarrow@grpc.com

Gulf Regional Planning Commission

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 5th day of November, 2019, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE, NUNC PRO TUNC, 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

WHEREAS, the Gulfport Police Department regularly participates in recruiting and community outreach efforts to assist in both identifying quality candidates to join the Department and promoting a good relationship between the Department and the community that it serves; and

WHEREAS, the City of Gulfport receives advertising thru the recruiting and community outreach efforts of the Department; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising in the event by having an opportunity to promote the City of Gulfport to individuals from around the Gulf South; and it finds that pursuant to the authority of Miss. Code Ann. §17-3-1 (Rev. 2003) and Miss. Code Ann. §17-3-3 (Rev.2003) that an expenditure of $1,135.00 for the purchase of the items identified in the attached documentation hereto serves the purposes of advertising and bringing into favorable notice the opportunities, possibilities and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

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

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

Section 2. That the City of Gulfport, by and through the Gulfport Police Department, is hereby authorized, nunc pro tunc, to expend municipal funds in the amount of $1,135.00.

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

YEAS: **NAYS:** **ABSENT:**

WHEREUPON the President declared the motion carried and the Resolution adopted, this the 5th day of November, 2019.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

Brittany Rodgers, Clerk of Council **F.B. "Rusty" Walker, IV, President**

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of November, 2019.

APPROVED:

_____

Billy Hewes, Mayor

GULFPORT POLICE DEPARTMENT

MAYOR COUNCIL FORM OF GOVERNMENT
2220 15TH STREET
P.O. BOX "S"
GULFPORT, MISSISSIPPI 39501
228.868.5959

Billy Hewes
MAYOR

Leonard Papania
CHIEF OF POLICE

To: The Honorable Mayor and City Council

From: Heather Dailey, Gulfport Police

Date: October 30, 2019

Re: Request Permission for Promotional Items for the Police Department

The Gulfport Police Department frequently participates in activities for the citizens of Gulfport and conducts outreach programs within the City of Gulfport, other cities, and agencies. The Police Department recognizes Breast Cancer Awareness Month. This year in support of those families and individuals that have been impacted by cancer the department purchased pink patches to show support.

The Gulfport Police Department is requesting approval to use the promotional items to promote the agency. The total cost was approximately $1,135.00.

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 is the judgement of such board or boards will be helpful toward advancing the moral, financial and other interest 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 _____, 2019, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AN EXPENDITURE (IN THE FORM OF A FEE WAIVER) FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT IN CONNECTION WITH THE 2020-2022 SWAC WOMEN'S SOFTBALL CONFERENCE TOURNAMENT

WHEREAS, the Southwestern Athletic Conference ("SWAC") Women's Softball Conference Tournament will be hosted by the City of Gulfport at the Gulfport Sportsplex in May for the years 2020 – 2022; and

WHEREAS, Sideline Sports, the promoter of the event, has requested that the City provide an in-kind contribution in benefit of the Championship Tournament in the form of a fee waiver for the use of the Sportsplex for the collegiate tournaments for years 2020, 2021 and 2022; and

WHEREAS, City of Gulfport receives advertising thru the advance promotion of and substantial press coverage afforded this event which is expected to receive regional and national attention; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising 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 in the form of an in-kind donation of the use of the Gulfport Sportsplex to the SWAC Women's Softball Conference Championship Tournament for the years 2020, 2021 and 2022 serves the purposes of advertising and bringing into favorable notice the opportunities, possibilities and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

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

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

Section 2. That the City of Gulfport, by and through its Mayor, is hereby authorized to expend municipal funds in the form of an in-kind donation of the use of the Gulfport Sportsplex to the SWAC Women's Softball Conference Championship Tournament for the years 2020, 2021 and 2022 to be used to advertise the 2020-2022 SWAC Women's Softball Conference Championship Tournaments and the City of Gulfport.

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

AYES	**NAYS**	**ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2019.

(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 _____, 2019.

APPROVED:

_____

MAYOR

DEPARTMENT OF LEISURE SERVICES

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5881
Fax: 228-868-5883

Joseph T. Jones
1422 23rd Avenue
Gulfport, MS 39502

To: Mayor Billy Hewes
Dr. John Kelly, CAO
City Council

From: Gus Wesson, Director
Department of Leisure Services

Date: October 24, 2019

Re: Field Rental Waiver Request for SWAC Girls Softball Conference Tournament.

For your review and consideration, please see the attached Sportsplex Facility Use Agreement for the Southwestern Athletic Girls Softball Conference Tournament. This tournament will involve 8 teams competing for the SWAC Conference Championship and is expected to receive regional and national attention. The requested dates in this agreement are for 2020, 2021, and 2022. Due to the type, size, and special nature of this tournament, our department is respectfully requesting the field rental fee of $4,200 (annually) be waived. We continue to work closely with the promoter, SideLine Sports, in all aspects of planning and are honored to have the opportunity to host such an outstanding collegiate tournament.

Thank you for your consideration and please feel free to contact me with any questions.

Gus Wesson

DEPARTMENT OF LEISURE SERVICES

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5881
Fax: 228-868-5883

Joseph T. Jones Building
1422 23rd Ave.
Gulfport, MS 39501

October 24, 2019

Sideline Sports
ATTN: Carlos Bell
15014 S White Swan Dr.
Gulfport, MS 39503

Mr. Bell,

Please accept this as a formal Letter of Intent for the City of Gulfport to host the 2020 - 2022 SWAC Women's Softball Conference Championship. We have blocked off the following dates for this tournament:

May 6 – 9, 2020 | May 5 – 9, 2021 | May 11 – 14, 2022

We are thrilled to be hosting this tournament in Gulfport and have been strategizing on our end to ensure we provide a championship environment for years to come.

The Facility Use Application for the above dates is set to run through the minutes at the City Council meeting on November 5, 2019. Please feel free to reach out to our office with any questions in the meantime. Again, we are thrilled to serve as host for the SWAC Women's Softball Conference Championship.

Sincerely,

Gus Wesson
Director of Leisure Services

GULFPORT SPORTSPLEX
TOURNAMENT RENTAL CONTRACT

Group Name: Carlos Bell DBA - Sideline Sports Date Completed/Filed 24 Oct 19

Contact Person: Carlos Bell E-Mail carlosbell@cablerone.net

Name of Tournament: SWAC Women's Softball Conference Sanctioning Body: NCAA

Address: 15014 S white Swan Dr. City: Gulfport State: MS Zip: 39503

Phone (Hm) 228-206-6491 Phone (Wk) _____ Cell: 228-263-1112 Fax: _____

Alternate Contact Person: Joseph Johnson Sr.

Address: 14038 Gladys St. City: Gulfport State: MS Zip: 39503

Phone (Hm) _____ Phone (Wk) _____ Cell: 228-314-4450 Fax: _____

Facility Requested: $150/field per day (Fields 1-9) $150/field per day (Goldin Complex)
$225/field per day (Fields 10-15)

DATE	FIELDS	DATE	FIELDS	DATE	FIELDS
May 6-9 2020	10, 11, 14, 15	May 5-8 2021	10, 11, 14, 15	May 11-14 2022	10, 11, 14, 15

PROOF OF INSURANCE

Lessee shall provide, and pay all premiums when due to maintain public liability insurance coverage in effect during the term of this Lease, specifically naming the City as an insured. The Lessee shall furnish a copy of the policy, as proof of insurance coverage to the City of Gulfport in sufficient time in advance of the event for review by the City Attorney and/or the City's insurance advisors. Minimum liability insurance coverage limits shall be $2,000,000.00 "per occurrence".

Upon approval of this agreement, the Lessee agrees to abide by the terms and conditions herein described. If for any reason Lessee violates any part of this agreement, Lessor has authority to cancel all or remainder of event or function. In case of cancellation due to default of contract, Lessee may forfeit any deposits or rents paid to offset costs of cancellation. I have read and understand all of above items and statements in this agreement and attest that all are true.

AGREEMENT

I undersigned does hereby agree to indemnify and save harmless the City of Gulfport for any damages incurred by the City of Gulfport resulting directly or indirectly from use by the undersigned of the facility.

This indemnification shall include not only physical damage to property or equipment of the city, but also any claims by third persons for injuries or property damage resulting from such use due to negligence or intentional acts of the undersigned, its agents, employees, workers, heirs, invitees, administrators or assigns. Any tournament that is cancelled after the tournament contract is approved and signed by both parties, the $500 deposit will be retained in addition to the cancellation fee as shown in the Facility Use Agreement. If payment not made within the allotted time, the city attorney will be notified for appropriate action and collection.

LESSEE: _____ DATE: 24 Oct 19

CONTRACT APPROVED BY: _____ DATE: 24 Oct 19

Deposit Amount Received: _____

Enclosure (a)

FACILITY USE AGREEMENT (TOURNAMENT)

GULFPORT SPORTSPLEX – GOLDIN PARK

THIS AGREEMENT is dated as of the 24 day of Oct, 20 19, by and between the CITY of Gulfport, Mississippi (hereinafter called City) and Carlos Bell DBA Sideline Sports (hereinafter called Promoter) for the use of the facilities located in and/or near the City of Gulfport's Sportsplex or Goldin Park as more fully identified in Promoter's Facility Use Application which is attached hereto as Exhibit "A" an incorporated herein by reference (hereinafter, "Requested Facilities"), pursuant to the terms and conditions and under the authority hereinafter set forth:

IT IS HEREBY AGREED:

1. SCOPE OF AGREEMENT: City shall permit Promoter exclusive use of the Requested Facilities for the date/s set forth in the Application for Use only and solely for the Tournament (hereinafter, the "Tournament") identified in the Facility Use Application and further in accord with the terms and conditions contained herein. Should Promoter expand or change the scope of the Tournament or secure a sponsor for the Tournament without first obtaining the written approval of City, said expansion or change or securing of sponsor shall constitute a default under this Agreement and shall be ground for immediate termination of the Tournament by the City of Gulfport by and through its Director of Leisure Services or its Sportsplex Manager.
2. USE FEE. The fee to use the Requested Facilities on the dates and at the times set forth in Exhibit A hereto shall be (please check applicable):
   A. Softball
      4 Artificial turf fields (at Sportsplex) - $225/field/day
      _____Grass fields (at Sportsplex and Goldin) - $150.00/field/day
   B. Baseball
      _____Artificial turf fields (at Sportsplex) - $225/field/day
      _____Grass fields (at Sportsplex and Goldin) - $150.00/field/day
   C. Soccer
      1 Grass fields (at Sportsplex and Goldin) - $150.00/field/day

   The fee includes preparation and lining of fields (if necessary) by the City prior to the Tournament and is based on the Tournament schedule provided by Promoter. The fee noted herein may be adjusted based on the final Tournament schedule.

   A. To reserve the fields noted in the Facility Use Application on the dates and at the times set forth therein, the Facility Use Application must be submitted and the Agreement executed by the Promoter and the City. Additionally, a $500.00 deposit must be submitted at least ninety (90) days prior to the start of the Tournament. The deposit shall be applied to the Use and/or Cancellation Fee and noted on the invoice. This Agreement shall not be valid

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unless the Facility Use Application is attached hereto as Exhibit "A" and the $500.00 deposit is received by the City at least ninety (90) days prior to the start of the Tournament.

B. An invoice for the balance of the Use Fee shall be mailed or e-mailed to the Promoter within two (2) week days of the conclusion of the Tournament. Promoter shall reimburse the City for the City's costs associated with any damaged or lost equipment and such costs will be billed separately upon completion of repairs or purchase of replacement equipment. Payment is due to the City from the Promoter within thirty (30) days of invoice date.

C. Any invoices not paid within thirty (30) days of invoice date will be turned over for collection and the City reserves the right to cancel any or all other Tournaments currently contracted with the City by Promoter.

D. Each tournament shall be on a separate Facility Use Application.

3. RULES AND REGULATIONS. Promoter shall strictly enforce the "Rules and Regulations" set forth in Exhibit "B" hereto. Failure of Promoter to strictly enforce the same shall constitute a breach of this Agreement.

4. SPONSORS. Promoter agrees and understands that the City has entered into certain "exclusive rights" agreements or contracts including, but not limited to, agreements or contracts concerning food and/or beverage. As a result, Promoter shall advise the City, in writing, of any sponsors of or associated with the Tournament on the Facility Use Application or immediately upon tentatively securing a sponsor for an already scheduled Tournament. No Tournament or other sponsor shall be in conflict, direct or otherwise, with any exclusive rights sponsor or contractor of the City. The City reserves the sole discretion to determine if a proposed sponsor would conflict, direct or otherwise, with any exclusive rights sponsor or contractor of the City. Should a sponsor conflict, directly or otherwise, with a City "exclusive rights" agreement or contract, the City has the sole discretion to advise the Promoter to drop the sponsor and/or to cancel the tournament without recourse by Promoter.

5. CANCELLATION. Promoter must advise the City of Tournament or field cancellation no less than ten (10) days prior to the scheduled start of a Tournament. If Tournament is cancelled less than ten (10) days prior to the schedule start of a Tournament, Promoter shall pay a $75.00 per grass field per day cancellation fee or $100.00 per artificial turf field per day cancellation fee, whichever is applicable.

6. CITY RIGHTS AND RESPONSIBILITIES.

A. The City (i.e., any City employee) has the right to remove any team, player, vendor, or group from the Sportsplex due to misconduct or infraction of rules.

B. The City shall provide trash pick up.

C. The City's decision on playability of the fields due to inclement weather or any other circumstances prior to or during a Tournament shall be final.

D. The City has the right to remove any person, team, player, vendor, group or spectator from the complex due to misconduct or infraction of rules.

E. The City shall provide contract concession operation for the hours of the Tournament.

F. The City shall prepare contracted fields per specifications prior to first game.

G. The City shall inspect and clean restrooms (replace toilet paper, trash bags, and cleaning supplies.

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H. The City shall open and secure facility entrance gates daily.
I. The City shall provide access to scoreboard towers and field lights as requested.
J. The City shall provide emergency call list.

7. PROMOTER RIGHTS AND RESPONSIBILITIES.
   A. Promoter may coordinate motel arrangements and retain any revenue.
   B. Promoter may sell t-shirts and other non-food or non-beverage merchandise via a City approved vendor. Promoter shall compensate the City $75/day for each merchandise vendor. Vendors must work under Promoter's Mississippi Sales Tax number or under the Vendors' own Mississippi Sales Tax numbers. Vendors shall contact the Sportsplex Manager at least three (3) weeks prior to scheduled Tournament.
   C. Promoter shall obtain a Mississippi Sales Tax number to collect gate admissions or sell non-food and non-beverage merchandise. The Mississippi Sales Tax number must either be on file with the City or be provided to the Sportsplex Manager at least one week prior to Tournament or Tournament. Promoter and any approved vendors are responsible for reporting to the Mississippi Department of Revenue.
   D. Food Vendors may be allowed ONLY with written approval from the City's concessions contractor and the City. A $50.00 per day per food vendor charge shall be paid to the City.
   E. Promoter is responsible for marking and dragging fields during the Tournament. The City will provide rakes, shovels, line, lime and line marker. After any rain, a Sportsplex representative must be contacted before any work will be done to the fields. No trench digging allowed.
   F. Promoter must vacate the fields at the designated time.
   G. Promoter may charge an entry fee and retain all revenues and may charge a gate admission fee into its Tournament and shall have full rights to gate admission during the Tournament.
   H. Promoter shall contact the Sportsplex Manager for vendor approval if any merchandise vendors are planned for a Tournament. Food and beverage vendors are not allowed.
   I. Promoter will be responsible for the conduct of all players and spectators attending the Tournament and shall enforce all applicable rules and regulations as may, from time to time, be promulgated by the City of Gulfport.
   J. Promoter shall ensure that all Tournaments held at the complex are sanctioned through a governing body.
   K. Promoter shall provide a final Tournament scheduled at least three (3) days prior to the start of the Tournament.
   L. Promoter shall complete a field specification form and advise the Sportsplex Manager of the name of the Tournament Director at least five (5) days prior to the start of the Tournament.
   M. Promoter shall provide proof of sanctioning organization.
   N. Promoter shall secure light and score towers each night during the Tournament.

8. UTILITY VEHICLE. The City, upon request of Promoter, may provide utility vehicles to Promoter to maintain fields, empty trash and as a means of transportation. The following rules shall be enforced by Promoter with regard to use of the City owned utility vehicles:
   A. All drivers must be at least 16 years of age and possess a valid driver license.
   B. Only employees or contractors of Promoter are authorized to use the utility vehicles.

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C. Drivers must obey all traffic rules and regulations.
D. No more than one passenger allowed in seat during movement.
E. No persons allowed in truck bed.
F. Utility vehicles must be returned clean.
G. Any accident no matter how small must be report to the Sportsplex staff immediately and an incident report completed.
H. Utility vehicle must be properly secured when not in use (lock and cable provided by City).
I. Utility vehicle will not be used when fields are too we to drag mat.
J. Should overloading or heavy pulling cause damage to rear end or transmission, Promoter shall be responsible for repairs to the utility vehicle.
K. No more than 150 pounds allowed in truck bed.
L. Promoter must furnish a copy of an insurance policy as proof of insurance coverage for any property or equipment damage for duration of Tournament.

9. INDEMNIFICATION AND LIABILITY INSURANCE

A. Possession and control of the lease premises. The Promoter assumes full possession and control of the lease premises to be exercised according to the Rental Agreement, the rules and regulations of the City and standards of care legally enforceable against the property, equipment, or Promoter, and the Promoter assumes full responsibility for the Tournament and any and all accidents on the premises, and liability for all losses, expenses, damages, demands and claims, if any, in connection with or arising out of any personal injury, including death, or damage or claims of damage to property sustained or claims to have been sustained in connection with or to have arisen out of conduct of the business or activity by the Promoter on or about the property leased herein during the term of this Lease, and the Promoter agrees to take all reasonable steps to avoid creation of a hazard.

B. Indemnification. Promoter and its agents, servants, employees, and representatives agree to fully defend, indemnify, and hold harmless the City and its employees, agents, and officials with respect to and from and against any and all claims, demands, causes of actions, damages, injuries, fees, expenses, penalties, lawsuits, judgments, and orders, including, without limitation, attorneys' fees, which in any way arise out of or relate to any acts of omission or commission of or attributed to Promoter and/or its agents, servants, employees, visitors, invites, guests, and representatives, including, but not limited to, those asserted as negligent, gross negligent, and/or intentional. Liability Insurance.

i. Proof of Insurance. Promoter shall provide, and pay all premiums when due, to maintain public liability insurance coverage in effect during the term of this Lease, specifically naming the City as an insured. Promoter shall furnish a copy of the policy, as proof of insurance coverage to the City in sufficient time in advance of the Tournament for review by the City Attorney and/or the City's Insurance advisors.

ii. Coverage requirements. The City requires that said liability insurance coverage shall be by a carrier having a rating of no less than "B-10". A lesser rating shall be accepted only after upon recommendation of the City Attorney after consideration of the company's reputation, reserves, and other factors deemed important, and the special

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circumstances of the Tournament. Minimum liability coverage limits shall be $2,000,000.00 "per occurrence".

iii. Special Tournaments or Hazards. Promoter shall furnish a list of all Tournaments or activities to be staged on the leased premises, or otherwise to be sponsored as a part of the Tournament staged on the leased premises. No special Tournaments or activities shall be held in connection with the Tournament that are excluded from the Promoter's public liability insurance coverage, unless a separate policy is furnished for the excluded activities naming the City as insured and fulfilling the same requirements and limits or liability as specified for Promoter's public liability insurance. Holding of any such activities excluded from the coverage and not specifically approved by the City for the Tournament by the City of Gulfport shall void this Agreement and permit the City to terminate the Tournament immediately.

iv. Additional requirements. The City shall have the right to refuse to allow any special activity deemed by the City to be extra hazardous in nature. The City shall further have the right to require as a condition precedent to all other requirements hereof, additional insurance (increased coverage) shall be furnished to cover the Tournament or activity, or that the Promoter's public liability over and above the insurance coverage for the special Tournament. The City shall have the unconditional right to refuse to approve any policy of insurance, or the holding of any Tournament, where in its sole discretion, the City is not adequately insured against the risk involved.

v. Contingency Provision. The City reserves the right to cancel this lease agreement or make substitute facilities available if implementation or change of the City's Master Plan should cause said facilities to be moved or to no longer be available for short term rental purposes, or in the Tournament of an unforeseen emergency or disaster.

10. NOTICE. Any official written notices required to be given under this Contract shall be hand delivered or mailed by U.S. Mail to the following:

City:
City of Gulfport
Attention: Mayor
2309 15th Street
Gulfport, Mississippi 39501

With a copy to:
City of Gulfport
Attn: City Attorney's Office
2309 15th Street
Gulfport, MS 39501

Promoter: Carlos Bell DBA Sideline Sports (Name of Promoter)
15014 S. White Swan Dr (Address)
Gulfport MS 39503 (City, State and Zip)

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Also, for unofficial notices, and requests, Promoter may notify City by contacting the Office of the Chief Administrative Officer, telephone number 868-5770.

11. SEVERABILITY; NON-ENDORSEMENT. If any word, clause, sentence, paragraph, condition, provision, or term of this Contract is or hereafter becomes legally unenforceable, the same shall be severed from this Contract, and all remaining provisions of this Contract shall be unaffected, and shall be interpreted in accordance with the express written intention of this Contract. It is further understood by the parties that City exercises no view or position concerning and does not sponsor, endorse, or adopt the beliefs, opinions, or philosophies of Promoter and the execution, enforcement, and administration of, or any performance in accordance with this Contract, and/or any use or occupancy of the leased premises by City, Promoter, or any other person or entity shall not in any way be construed or interpreted as City's sponsorship, endorsement, or adoption of such beliefs, opinions, or philosophies.
12. NON-WAIVER. In the Tournament City fails to enforce any provision of this Lease, it shall not thereby be construed to waive its right of enforcement thereof at some later time.
13. AMENDMENT. This Contract may be amended only by written instrument approved by City and Promoter. Amendments hereto shall be effective as of the date of passage by the municipal governing authority.
14. ENTIRE CONTRACT. This Contract constitutes the entire Contract between City and Promoter relating to signage on the Marquee sign reference herein and no prior written or oral covenants or representations relating thereto and not set forth herein shall be binding on either party hereto. This Contract supersedes any prior covenants, appurtenant to or involving the Marquee sign or advertising thereon.
15. AUTHORITY AND GUARANTEE. The Undersigned represent that they have full power and authority to enter into this Contract on behalf of the City and Promoter and that they enter into this Contract, on behalf of said entities, with full knowledge and understanding of the terms and conditions contained herein. The undersigned for and on behalf of Promoter further represents and agrees that they personally guarantee the payments specified herein and agree that they shall be jointly and severally liable for the same along with Promoter.
16. CHOICE OF LAW. This contract shall be interpreted according to the laws of the State of Mississippi. Any and all lawsuits brought against the City of Gulfport that arise out of this Agreement or the Tournament which is the subject of this agreement shall be brought in the courts of Harrison County, Mississippi, First Judicial District.

[REST OF PAGE LEFT BLANK INTENTIONALLY]

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EXHIBIT "B"

RULES AND REGULATIONS

1. Campers, RVs, motor homes or pull behinds are only allowed to "set up" in designated parking areas (soccer field parking lot).
2. No overnight parking allowed.
3. No personal coolers or ice chests allowed and should be left in private vehicles.
4. Issue team cooker tags to each coach. Cooler tags shall be issued for **team use only.**
5. No alcoholic beverages , firearms, tobacco products, barbecue grills or other cooking apparatus, pets are permitted at the complex, including parking lots.
6. Individuals are not allowed to bring any outside food or beverage into the complex, including parking lots.
7. No tobacco or smoking within the complex.
8. No pets or animals allowed.
9. No profanity or foul language allowed.
10. No bicycles, skateboards, rollerblades, scooters or motorcycles allowed.
11. No glass containers or bottles.
12. All persons shall wear shirts, pants or shores and shoes at all times.
13. Graffiti or defacing City property will not be tolerated.
14. Children must have adult supervision at all times.
15. Picnic tables, ramps or other equipment shall not be used as "grinding" or "jumping" areas.
16. No soft toss against fence.
17. No tents or canopies allowed on fields.
18. Any EZ up tents or canopies must use sandbags – no anchors in asphalt.
19. Sportsplex guests, spectators, or any individual violating any rule will be asked to comply with these rules and regulations. Anyone not complying with the Sportsplex Rules will be reported to the Gulfport Police Department for appropriate action.
20. Promoter must provide a sketch with location of vendors, stage, etc., two weeks prior to scheduled Tournament.
21. No additional electrical support will be provided.
22. Overnight security requires Sportsplex Manager approval. If approved, only the Promoter and one (1) other person are authorized to stay on premises.
23. All gates will be secured one hour after the end of daily Tournament.
24. No game can start after 12:30 AM.
25. The City reserves the right to change and/or amend these Rules and Regulations at any time. Notice of changes will be provided to all Promoters with pending Facility Use Agreements.

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IN WITNESS WHEREOF as duly authorized:

City:

CITY OF GULFPORT, MISSISSIPPI

By: _____

Gus Wesson or Rusty Ramage for Billy Hewes, Mayor

Attest: _____

~~Linda Elias, Clerk~~
GERARD BELLOLG

Dated: _____, 201__

Promoter:

_____ (Name of Promoter)

By: Carlos Bell

Sideline Sports Owner (Printed name and title of person signing)

Dated: 24 Oct, 2019

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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 FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT AT THE GULF COAST SYMPHONY ORCHESTRA, INC., AND THE BARBEQUE UNDER THE OAKS, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport is proud to support the Gulf Coast Symphony Orchestra, Inc., which brings music of all genre and enjoyment of the arts to many residents of the City of Gulfport and the entire Gulf Coast and to visitors to our area with such events as concerts, Peppermint Pops and the annual Memorial Day weekend concert held at the City's Jones Park; and

WHEREAS, the Gulf Coast Symphony Orchestra will host its annual fundraiser, Barbeque Under the Oaks on the campus of the University of Southern Mississippi, in Long Beach, Mississippi; and

WHEREAS, the Gulf Coast Symphony Orchestra has solicited a sponsorship donation from the City of Gulfport to serve as an official sponsor of the Gulf Coast Symphony Orchestra's 2020 Barbeque Under the Oaks which will promote the City of Gulfport to individuals from around the United States who attend their various musical offerings; and it finds that pursuant to the authority of Miss. Code Ann. §17-3-1 (Rev. 2003) and Miss. Code Ann. §17-3-3 (Rev.2003) that an expenditures to provide a sponsorship donation to the Barbeque Under the Oaks, as a sponsor of the Gulf Coast Symphony Orchestra's 2020 Barbeque Under the Oaks, serves the purposes of advertising and bringing into favorable notice the opportunities, possibilities and resources of the municipality, and constitutes a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

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

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

Section 2. That the City of Gulfport, by and through its Mayor, is hereby authorized to expend municipal funds, via special check, if necessary, in the amount of $1,629.50 hereto to sponsor the Gulf Coast Symphony Orchestra's 2020 Barbeque Under the Oaks and to advertise the City of Gulfport.

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

AYES	**NAYS**	**ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2019.

(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 _____, 2019.

APPROVED:

_____

MAYOR

Exhibit A

- 3-4 officers (approximate cost is $900.00)
- 2 portable light plants (in house items)

- additional barricades that are placed out on grounds at centennial plaza for event (in house items)
- 8 standard portolets at $110 each
- 2 handicap portolets at $123 each
- 6 handwash stations at $85 each
- 1 – 30 yd roll off dumpster at $290

Overall Cost = $1,926.00

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 _____, 2019, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AN EXPENDITURE FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT AT THE 2020 KREWE OF GEMINI MARDI GRAS PARADES, AND FOR RELATED PURPOSES

WHEREAS, the Gulfport based Krewe of Gemini, which has recently celebrated its 50th Anniversary, will once again hit the streets of Gulfport, Mississippi, on Mardi Gras weekend of 2020; and

WHEREAS, the City of Gulfport receives valuable advertising thru the advance public relations and press coverage afforded these annual parades, which attract tens of thousands to downtown Gulfport each year during the Saturday Day and Tuesday Night parades; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising of 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 $840.00 to the Krewe of Gemini in support of the 2020 Mardi Gras Weekend parades serves the purposes of advertising and bringing into favorable notice the opportunities, possibilities and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

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

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

Section 2. That the City of Gulfport, by and through its Mayor, is hereby authorized to expend, via special check, if necessary, municipal funds in the amount of Eight Hundred and Forty Dollars ($840.00) payable to the Krewe of Gemini to be used to advertise the City of Gulfport at the 2020 Krewe of Gemini Mardi Gras parade.

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 _____, 2019.

(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 _____, 2019.

APPROVED:

_____

MAYOR

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 TO APPROVE THE TEMPORARY CLOSURE OF MUNICIPAL RIGHT OF WAY FOR A LIMITED PERIOD FOR 2020 KREWE OF GEMINI MARDI GRAS PARADES, AND FOR RELATED PURPOSES

WHEREAS, Miss. Code Ann. § 21-19-15 provides that "[t]he governing authorities of municipalities shall have power to make all needful police regulations necessary for the preservation of good order and peace of the municipality and to prevent injury to, destruction of, or interference with public or private property"; and

WHEREAS, pursuant, therefore to Miss. Code Ann. § 21-19-15 and numerous Mississippi Attorney General opinions concerning the same, the City of Gulfport, Mississippi, may temporary close a municipal right of way for public purposes and/or public events, in order to preserve "good order" and prevent damage to public or private property, so long as alternative means of ingress and egress to the affected areas are available to the public; and

WHEREAS, from time to time, public events are held around the City, including the event which is the subject of the street closure request letter/memo attached hereto as Exhibit A, which require temporary closure of a public street in order to preserve "good order" and prevent damage to public or private property and where alternative means of ingress and egress to the affected areas are available to the public; and

WHEREAS, the street closure request letter/memo contains specific and necessary information regarding the portion of public rights of way to be closed temporarily, and the date/s and time/s of said closure so as to allow the City to make an informed decision about the need for the closure; and

WHEREAS, the Mayor and City Council are of the opinion that the right of way closure requested in Exhibit "A" hereto is in the best interest of the City so as to preserve "good order" and to prevent damage to public or private property and that alternative means of ingress/egress to the affected areas are available to the public.

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 portion of street identified in Exhibit "A" hereto shall be closed for the date/times identified in Exhibit "A" (or for other city approved date/times as may be required due to rescheduling of the event due to weather or other unforeseen circumstances) in order to preserve "good order" and to prevent damage to public or private property and that alternative means of ingress/egress to the affected areas shall be made available to the public.

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 _____, 2019.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT**

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2019.

_____

MAYOR

DEPARTMENT OF LEISURE SERVICES

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5881
Fax: 228-868-5883

Joseph T. Jones
1422 23rd Avenue
Gulfport, MS 39502

To: Mayor Billy Hewes
Dr. John Kelly, CAO
City Council

From: Gus Wesson, Director of Leisure Services

Date: October 25, 2019

Re: Letter Requesting Road Closure Approval for 2020 Krewe of Gemini Mardi Gras Parades

---

The Krewe of Gemini Day and Night Parades are scheduled for Saturday, February 22nd, 2020, and Tuesday, February 25th, 2020. The day parade will start promptly at 2pm and the night parade will start promptly at 5:30pm. We are requesting a road closure for the parade route on both dates, which will include the following streets:

- Staging will be on 19th Street (west of 25th Avenue). Saturday February 22nd the roadway will close to all vehicular traffic at 10:00 am and Tuesday February 25th the roadway will close at 2:00 pm. All businesses along the 19th Street corridor between Hwy 49 and 30 Avenue will be advised of the upcoming road closure.

- Parade will proceed South on 25th Avenue; Turn Westbound on 14th Street; Turn Southbound on 27th Avenue; Turn Eastbound on 13th Street; Turn Northbound on 24th Avenue; Turn Eastbound 14th Street; Turn Northbound 22nd Avenue; Turn Westbound 15th Street; Turn Southbound 24th Avenue; Turn Westbound 14th Street; Turn Northbound 25th Avenue; Disband at 25th Avenue and 19th Street

*Parade route map is attached

*Gulfport Police Department has approved of this parade route and the Special Event Permit Application has been approved by all City Departments and Dr. Kelly

Gus Wesson

Department	LEISURE SERVICES
Reviewing Director	Gus Wesson
Recommendation	☑ Approve As Is ☐ Approve with Changes (see notes)
	☐ Not Recommended (see notes)
Projected Cost for Department	$

Notes

Event promoter must sign/date a new Hold Harmless Agreement; must provide renewed certificate of liability insurance coverage, naming COG as additional insured in amount of $1million; once special event permit application is approved, then memo/letter/route must go before council for road closure approval; will ask Dr Kelly if city will be sponsor of event like have done in past couple of years.

Date Application Received by Dept: 09/09/2019 Date Completed/Forwarded: 09/09/2019	Gus Wesson Directors Signature	09/09/2019 Date of Signature

Department	HARBOR
Reviewing Director	
Recommendation	☐ Approve As Is ☐ Approve with Changes (see notes)
	☐ Not Recommended (see notes)
Total Projected Cost for City of Gulfport	$

Notes

Date Application Received by Dept: Date Completed/Forwarded:	Directors Signature	Date of Signature

Department	POLICE DEPARTMENT
Reviewing Director	Chief Leonard Papania
Recommendation	☐ Approve As Is ☑ Approve with Changes (see notes)
	☐ Not Recommended (see notes)
Projected Cost for Department	$ 25,610.50

Notes

The projected cost for police personnel for both parades will be approximately $25,610.50 ($13,619.70 for the day parade and $11,990.80 for the night parade). The Krewe of Gemini must be ready to roll at each start time without delay. It is recommended that all floats have spotters for each float especially when making turns along the parade route to prevent any mishaps. The police department reserves the right to cancel either parade and/or alter the parade route due to poor attendance, safety concerns or inclement weather.

Date Application Received by Dept: Date Completed/Forwarded:	Leonard J. Papania Directors Signature	Oct 21 2019 Date of Signature

Department	FIRE DEPARTMENT
Reviewing Director	Michael Beyerstedt
Recommendation	☑ Approve As Is ☐ Approve with Changes (see notes)
	☐ Not Recommended (see notes)
Projected Cost for Department	$ 0

Notes

Will provide EMS with on duty crews.

Date Application Received by Dept: 9/11/2019 Date Completed/Forwarded: 9/11/2019	MDB Directors Signature	9/11/2019 Date of Signature

Department	PUBLIC WORKS
Reviewing Director	
Recommendation	☑ Approve As Is ☐ Approve with Changes (see notes)
	☐ Not Recommended (see notes)
Projected Cost for Department	$ $6,100.94

Notes

This cost covers both parades. The cost includes all equipment and personnel needed for cleanup.

Date Application Received by Dept: 09/19/19 Date Completed/Forwarded: 09/19/19	WEM Directors Signature	09/19/19 Date of Signature

Department	URBAN DEVELOPMENT/BUILDING CODE
Reviewing Director	Greg Pietreangelo
Recommendation	☑ Approve As Is ☐ Approve with Changes (see notes)
	☐ Not Recommended (see notes)
Projected Cost for Department	$

Notes

Date Application Received by Dept: 9/9/19 Date Completed/Forwarded: 9/9/19	Greg Pietrangelo Directors Signature	9/9/19 Date of Signature

Department	GENERAL FINANCE
Reviewing Director	
Recommendation	☐ Approve As Is ☐ Approve with Changes (see notes)
	☐ Not Recommended (see notes)
Total Projected Cost for City of Gulfport	$
Notes	

Date Application Received by Dept: _____ Date Completed/Forwarded: _____	Directors Signature	Date of Signature

Department	MAIN STREET ASSOCIATION
Reviewing Director	Laurie Toups
Recommendation	☑ Approve As Is ☐ Approve with Changes (see notes)
	☐ Not Recommended (see notes)
Projected Cost for Department	$
Notes	

Date Application Received by Dept: 9.9.19 Date Completed/Forwarded: 9.9.19	Laurie Toups Directors Signature	9.9.19 Date of Signature

Department	LEGAL DEPARTMENT
Reviewing Director	Margaret Murdock
Recommendation	☐ Approve As Is ☑ Approve with Changes (see notes)
	☐ Not Recommended (see notes)
Projected Cost for Department	$0.00
Notes	

Date Application Received by Dept: 090919 Date Completed/Forwarded: 091019	Margaret Murdock Directors Signature	091019 Date of Signature

Department	FINANCE
Reviewing Director	
Recommendation	☐ Approve As Is ☐ Approve with Changes (see notes)
	☐ Not Recommended (see notes)
Total Projected Cost for City of Gulfport	$
Notes	

Date Application Received by Dept:_____ Date Completed/Forwarded: _____	Directors Signature	Date of Signature

Chief Administrative Officer	
Recommendation	☐ Approve As Is ☐ Approve with Changes (see notes)
	☐ Not Recommended (see notes)
Total Projected Cost for City of Gulfport	$
Notes	

Date Application Received by Dept:_____ Date Completed/Forwarded: _____	CAO Signature	Date of Signature

Routing Instructions. The Original Application must be routed in hardcopy:

1. *Completed Application received by Leisure Services*
2. *Leisure Services evaluates for Departmental Impact and forwards*
3. *Harbor evaluates for Departmental Impact and forwards*
4. *Police Department evaluates for Departmental Impact and forwards*
5. *Fire Department evaluates for Departmental Impact and forwards*
6. *Public Works evaluates for Departmental Impact and forwards*
7. *Urban Development evaluates for Departmental Impact and forwards*
8. *General Finance evaluates for Departmental Impact and forwards*
9. *Main Street Association evaluates for Departmental Impact and forwards*
10. *Legal Department evaluates for Departmental Impact and forwards*
11. *Finance evaluates for Departmental Impact and forwards*
12. *CAO evaluates and returns Application to Leisure Services for determination with Applicant*
13. *Leisure Services coordinates Council review of any needed matters (i.e. road closures, etc.)*

Each Department has two working days to complete the Application Review; extensions must be granted by the CAO.

09/19/19
Scanned

SPECIAL EVENT PERMIT APPLICATION

THE CITY OF GULFPORT OFFICE OF SPECIAL EVENTS

The City of Gulfport is committed to promoting responsible economic development and entertainment, preserving our heritage, enhancing our quality of life, and creating a better community for our families. The City of Gulfport operates a number of facilities/properties and at each one the following standards will be upheld to include all applicable City Ordinances, State and Federal laws.

SUMMARY OF EVENT

Event Title: Krewe of Gemini Annual Mardi Gras Parades

Description (This should be promotional in nature and can not exceed visible area)

Krewe of Gemini will be celebrating our 51st Annual Carnival Season. This family oriented parade will roll down the streets of downtown Gulfport on Saturday, February 22, 2020 and again to close our the carnival season with a night parade on Fat Tuesday, February, 25, 2020

Admission

How many points of entry: _____ Entry Times: _____

Cost per person- Adult: _____ Child: _____ VIP: _____ Proof of payment: _____

Open or Closed Event: Open If a closed event, times closed: _____

Are attendees subject to a weapons search? _____ Screening for weapons: _____

If screening for weapons, how will this be conducted:

Comments:
Parade that will be open to the public to attend.

Event Category

- [ ] Athletic/Recreation
- [ ] Concert/Performance
- [ ] Circus
- [ ] Exhibits/Misc.
- [ ] Farmer/Outdoor Market
- [ ] Carnival
- [ ] Festival/Celebration
- [ ] Museum Special Attraction
- [x] Parade/Procession/March
- [ ] Dance

Anticipated Attendance Total: 10,000 Per Day: 1

Anticipated Participants Total: 6,000 Per Day: 2

	Date	Time
Setup	2/22/20 & 2/25/20	8:30am & 1:30pm
Event Starts	2/22/20 & 2/25/20	2pm & 5:30pm
Event Ends	2/22/20 & 2/25/20	5pm & 7:30pm
Dismantle		

LOCATION

Location Description

Downtown Gulfport - staging to begin & end on 19th Street See approved 2019 map for route for 2020

SUMMARY OF EVENT

CONTACTS

Host Organization Krewe of Gemini Carnival Organization (KOG)

Professional Organizer Krewe of Gemini

Primary Contact
(Required)
Name: Jason Bell
Phone Number (228) 348-3357

Secondary Contact
(Required for internal use only)
Name: Chase Moses
(228) 547-4744

Other Contact
(If different than Primary Contact)
Shellie Moses
Phone Number (228) 547-3744
Phone Number

Other Contact
(If different than Primary Contact
Name:TBD
Name:Shellie

Web Address www.gulfporttkreweofgemini.com

Yes	No	
☒	☐	Is this an annual event? How many years have you been holding this event? 51
☐	☒	Were there any problems at the last event? If so, please list:

How many people attended the last event? 10,000

Where was the last time the event was held? 2019

Please list a reference or contact information of a person you dealt with from the last city administration:
Brittany Dyess

☐	☒	Is your event part of a larger marketing campaign (i.e. Harbor Fest, Cruisin the Coast, Music Fest etc.)? If yes, please list:

Clear Entire Form

APPLICANT AND HOST ORGANIZATION INFORMATION

A written communication from the Chief Officer of the Host Organization authorizing the applicant and/or professional event organizer to apply for this Special Event Permit on their behalf must be submitted with your permit application.

Host Organization Krewe of Gemini

Chief Officer of Host Organization Chase Moses

Applicant Name Shellie Marengo Moses

Address 4007 Searle Ave

City Gulfport State MS Zip Code 39507

Telephone: Day (228) 547-3744 Evening ____ Fax ____ Cell (228) 547-4744

Please list any professional event organizer, event service provider, or commercial fund-raiser hired by you that is authorized to work on your behalf to plan, produce and/or manage your event.

Applicant Name N/A

Address ____

City ____ State ____ Zip Code ____

Telephone: Day ____ Evening ____ Fax ____ Cell ____

ORGANIZATION STATUS/PROCEEDS/REPORTING

Yes	No	
☐	☒	Is the Host Organization a commercial entity?
☒	☐	Is the Host Organization a bona fide tax exempt, nonprofit entity? If yes, you must attach your IRS 501(C) tax exemption letter providing proof and certifying your current tax exempt, nonprofit status.
☐	☒	Are vendor or other fees required? If yes please provide amounts: ____

$7,500 Estimated gross receipts including ticket, entry, vendor, product and sponsorship sales from this event.
Please explain how this amount was computed:
Est. based on entry fees for floats/units past year

$8,500 Estimated expenses for this event.

$0.00 What is the projected distribution or net dollar amount the Host Organization will receive from this event?

☒ ☐ Do you have a State Tax ID Number? If yes, what is the number? 72-1391370

Clear Entire Form

SITE PLAN/ROUTE

Your event site plan/route map should be submitted in blueprint or CAD format and include but not be limited to:

- [x] An outline of the entire event venue including the names of all streets or areas that are part of the venue and the surrounding area. If the event involves amoving route of any kinds, indicate the directions of travel and street or lanes closures.
- [x] The locations of fencing, barriers and/or barricades. Indicate any removable fencing for emergency access.
- [ ] The provision of minimum twenty foot (20') emergency access lanes throughout the event venue.
- [ ] The location of first aid facilities and ambulances.
- [ ] The location of all stages, platforms, scaffolding, bleachers, grandstands, canopies, tents, portable toilets, booths, beer gardens, cooking areas, trash containers and dumpsters, Carnival rides and other temporary structures.
- [ ] A detail or close-up of the food booth and cooking area configuration including booth identification of all vendors cooking with flammable gases or barbecue grills
- [ ] Generator locations and/or source of electricity.
- [ ] Placement of vehicles and/or trailers.
- [ ] Exit locations for outdoor events that are fenced and/or locations within tents and tent structures.
- [ ] Identification of all event components that meet accessibility standards.
- [ ] Other related event components not listed above.

NARRATIVE

Please provide a narrative and time-line of your event. You may provide this information as an attachment if necessary.
Krewe of Gemini floats arrive to the staging area at approximately 8:30am with the remainder of participant floats arriving approximately 2 hrs. prior to the start of the parade on Saturday, February 22, 2020. On Fat Tuesday, February 25, 2020, Krewe of Gemini floats arrive at approximately 3pm with all participant floats arriving at 3:30pm. Staging for both parades takes place on 19th Street and will disband on 19th Street upon conclusion of parade. See attached route. The reviewing stand will continue to be at City Hall.

Clear Entire Form

SECURITY

Yes **No**

☐ ☒ Have you hired a licensed professional security company to develop and manage your event's security plan? If yes, you are required to provide a copy of the security company's bonding license issued by the State of Mississippi.

☐ ☐ On site supervisor: Name and phone #: _____

Security Organization Gulfport Police Department - possibly Harrison County Sheriff's Dept. (as in previous yrs)

Address _____

City _____ State _____ Zip Code _____

Telephone: Day _____ Evening _____ Fax _____ Cell _____

License / Bond # _____

Please describe your security plan including crowd control, internal security or venue safety, or attach the plan to this application.

See attached plan ☐

MEDICAL

Yes **No**

☐ ☒ Have you hired a licensed professional emergency medical services provider to develop and manage your event's medical plan? If yes, please complete following medical fields

☐ ☐ On site supervisor: Name and phone #: _____

Medical Services Provider City of Gulfport EMT (same as previous yrs)

Address _____

City _____ State _____ Zip Code _____

Telephone: Day _____ Evening _____ Fax _____ Cell _____

Please describe your medical plan including your communications plan, the number, certification levels (MD, RN, Paramedic, EMT) and types of resources that will be at your event and the manner in which they will be managed and deployed. Your plan should include hours of setup and dismantle of medial aid area. You may attach the plan to this application if necessary.

See attached plan ☐

Clear Entire Form

ACCESSEBILITY

This checklist is intended to serve as a planning guideline and may not be inclusive of all City, County, State and Federal access requirements. You may attach more detailed information if necessary.

Yes	No	
☒	☐	Will there be a Clear Path of Travel throughout your event venue? Please describe. Barricades are set up at intersections and throughout the parade.
☐	☒	Have you developed a Disable Parking and/or Transportation Plan (including the use of public transportation or shuttle services) for your event? Please describe.
☒	☐	Will a minimum of 10% of portable rest rooms at your event be accessible? Please describe. Portable rest rooms are located throughout the parade route as in previous years.
☒	☐	Will all food, beverage and vending areas be accessible? Please describe Attendees will be able to use food & beverage establishments that are located in Downtown Gulfport & parade route.
☐	☒	Will all signage be provided in highly constrasting colors and placed so pedestrian flow will not obstruct its visibility? Please describe N//A
☒	☐	Will a Public Announcement (PA) System be used to broadcast announcements, locate parents of missing children, etc? Please describe. A PA system is located at City Hall on the Reviewing stand.
☐	☒	If an information center is provided at your event will customer service representatives be available to assist disabled individuals? Please describe N/A
☐	☒	If all areas of your event venue can not be made accessible will maps or programs be made available to show the location of accessible rest room, parking, drinking fountain, and first aid station? Please describe N/A

PARKING AND SHUTTLE PLAN

Yes	No	
☐	☒	Will your event involve the use of a parking and/or shuttle plan? If yes, please describe or provide an attachment of your plan.

See attached plan ☐

Clear Entire Form

SAFETY

Yes No

☐ ☒ Will your event involve the use of traffic safety equipment? If yes, please list:

Equipment Company _____

Address _____

City _____ State _____ Zip Code _____

Telephone: Day _____ Evening _____ Fax _____ Cell _____

Equipment Setup: Date _____ Time _____

Equipment Pickup: Date _____ Time _____

ENTERTAINMENT AND RELATED ACTIVITIES

Yes No

☐ ☒ Are there any musical entertainment features related to your event? If yes, complete the following information or provide an attachment listing all bands/performers, type of music, sound check and performance schedule.

Number of Stages _____

Number of Performers/Bands _____

Performer/Band name and music type _____

☐ ☒ Will sound checks be conducted prior to the event?

If yes, Start time _____ Finish time _____

☒ ☐ Will sound amplification be used?

If yes, Start time 10:30am & 3pm Finish time 5:30pm & 8pm

Please describe the sound equipment that will be used for your event

Individual floats will have music & a PA System to announce participants/toasts/announcements will be located at City Hall.

☐ ☒ Will inflatables, hot air balloons or similar devices be used at your event?

If yes, please describe

☐ ☒ Does your event include the use of fireworks, rockets, lasers, or other pyrotechnics?

If yes, please describe

☐ ☒ Will your event include the use of any signs, banners, decorations, or special lighting?

If yes, please describe

TBD - but we have not in the past

☐ ☒ Do your event plans include any casino games, bingo games, drawings or lottery opportunities?

If yes, please describe

Complete Schedule of events attached ☐

ALCOHOL

Yes **No**

☒ ☐ Does your event involve the use of alcoholic beverages?

If yes, please check all that apply:

- ☐ Free Alcohol
- ☐ No Alcohol will be permitted on site
- ☒ Brown Bag / Carry in
- ☐ Alcohol sales by Event Promoter
- ☐ 3rd Party Vendor

Type

- ☐ Beer
- ☐ Beer and Wine
- ☒ Beer, Wine and Distilled Spirits

ABC Permit # _____ Date your event met ABC Approval: _____

Approved by: _____

Please describe your plan to ensure the safe sale or distribution of alcohol at your event:

We do not sale or distribute alcohol at our parades. However, parade participants & those viewing the parade/ bystanders may bring their own or purchase from a local establishment in the entertainment district. Gemini does provide champagne at the reviewing stand for the toast to those in attendance. Must be 21 or over to be on reviewing stand.

FOOD CONCESSIONS OR PREPARATION

Yes **No**

☐ ☒ Does your event include food concession and/or preparation areas?

If yes, please describe how food will be served and /or prepared:

☐ ☒ Do you intend to cook food in the event area?

If yes, please specify method:

- ☐ Gas
- ☐ Electric
- ☐ Charcoal
- ☐ Other (specify): _____

Clear Entire Form

CONCESSIONAIRE

Yes **No**

☐ ☒ Will items or services be sold at your event?

If yes, please describe or attach a complete list of vendors and include a sample of the vendor pass that will be used.

We do not, however all vendors are directed to the City of Gulfport to obtain a permit.

☐ ☒ Will items or services sold at your event present unique liability issues (e.g. body piercing, massage, animal rides, etc.)?

If yes, please describe or attach a complete list of vendors.

Complete list of vendors attached ☐

☐ ☒ Do you intend for you or your vendor to sell / giveaway adult novelties or paraphernalia commonly used to ingest illegal substances?

PORTABLE REST ROOMS

You are required to provide portable rest room facilities at your event, unless you can substantiate the sufficient availability of both ADA accessible and nonaccessible facilities in the immediate area of the event site which will be available to the public during your event.

Yes **No**

☐X ☐ Do you plan to provide portable rest room facilities at your event?

If yes: Total number of portable toilets. TBD

Number of ADA accessible portable toilets. TBD

If no: Please explain:

We will coordinate with the City of Gulfport on this as in past years.

Rest Room Company: _____

Address _____

City _____ State _____ Zip Code _____

Telephone: Day _____ Evening _____ Fax _____ Cell _____

Equipment Setup: Date _____ Time _____

Equipment Pickup: Date _____ Time _____

Clear Entire Form

SANITATION AND RECYCLING

Number of Trash Cans with Lids _____ Number of Dumpsters with Lids _____
(One for every increment of 400 people)

Number of Recycling Containers _____

Sanitation Company: _____

Address _____

City _____ State _____ Zip Code _____

Telephone: Day _____ Evening _____ Fax _____ Cell _____

Equipment Setup: Date _____ Time _____

Equipment Pickup: Date _____ Time _____

Please describe your plan for cleanup and removal of recyclable goods, waste and garbage during and after your event.

PW/Utility Partners has provided street cleanup
Following parade - street sweeper & mud wacs

MITIGATION OF IMPACT

Yes	No	
☐	☒	Is there anything about your event that may cause issues to local residents / businesses in proximity to your event? Please explain:
☐	☒	Have you met with the residents, businesses, places of worship, schools and other entities that may be directly impacted by your event? If yes, please attach a complete list of these entities. If no, please explain: N/A
☐	☒	Do you have a sample of the notice that you propose to distribute two weeks prior to your event? If yes, please attach. If no, please explain: N/A

Clear Entire Form

MARKETING AND PUBLIC RELATIONS

Yes	No	
☒	☐	Will this event be marketed, promoted, or advertised in any manner? If yes, please describe: WLOX, WXXV, Sun Herald, South MS Living, Radio
☒	☐	Will there by live media coverage during the event? If yes, please describe: Both WLOX & WXXV provide live coverage.
☒	☐	Will media vehicles be parked within the event venue? If yes, please describe safety plan: Media generally parks at the staging area or at City Hall. Others participate in the parade itself.
☐	☒	Do you have a plan to control or limit the placement and/or distribution of promotional signage, stickers, and other items? If yes please describe: N/A

INSURANCE

Name of Insurance Agency: Beacon Insurance

Address 1009 Howard Ave

City Biloxi State MS Zip Code 39530

Telephone: Day (228) 374-0067 Evening _____ Fax _____ Cell _____

Contact Name: Stacey Johnson

Policy Type: Mardi Gras Parade Insurance

Policy Amount: 3,000,000.00

Policy Number: KKO0000007607500

Clear Entire Form

AFFIDAVIT OF APPLICANT

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event under the City of Gulfport Municipal Code and I understand that this application is made subject to the rules and regulations established by the City Council and/or the City Manager or the City Manager's designee. Applicant agrees to comply will all other requirements of the City, County, State, Unified Port District, MTDB, Federal Government, and any other applicable entity which may pertain to the use of the Event venue and the conduct of the Event. In the event that a possessory interest subject to property taxation is created by virtue of this use permit, I agree to pay all possessory interest taxes and the City shall not be liable for the payment of such taxes. I further agree that the payment of any such taxes shall not reduce any consideration paid to the City pursuant to this use permit. I agree to abide by these rules, and further certify that I, on behalf of the Host Organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the Event to the City of Gulfport.

Print Name of Applicant/Host Organization Krewe of Gemini

Title President

Signature

Date Sep 4, 2019

Print Name of Professional Event Organizer N/A

Title

Signature

Date

Clear Entire Form

Thank you for completing your Special Event Permit Application.

Before you submit your application to the City of Gulfport, please *make sure that the following steps have been completed:*

Have you:

- ☐ Signed and dated your application?
- ☐ Attached your event site plan?
- ☐ Attached your event security plan?
- ☐ Provided a copy of your security company's license and bonding paperwork?
- ☐ Attached your event medical plan?
- ☐ Attached a copy of your accessibility Plan?
- ☐ Attached your event parking and shuttle plan?
- ☐ Attached a complete entertainment list and schedule?
- ☐ Included letters of support or endorsement from impacted entities and community groups within your venue area.
- ☐ Provided samples of communications that will be distributed to impacted residents, businesses, schools, places of worship and other entities?
- ☐ Attached your certificate of insurance?
- ☐ Attached a copy of your IRS 501(C) tax exemption letter?
- ☐ Included any County, State, Federal or City Permits that may be required to hold your event in the selected venue.
- ☐ Applied for a Police Noise Ordinance Variance Permit. if applicable?

Submit your completed permit application to:

City of Gulfport Leisure Services Department
Joseph T. Jones Bldg, Attn: Office of Special Events
1422 23rd Avenue (2nd Floor)
Gulfport, MS 39501

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

FOR AND IN CONSIDERATION OF THE City's approval of its Special Event Application, KREWE OF GEMINI (hereinafter, "EVENT SPONSOR") and its agents, servants, employees, and representatives agree to fully defend, indemnify, and hold harmless the City and its employees, agents, and officials with respect to and from and against any and all claims, demands, causes of actions, damages, injuries, fees, expenses, penalties, lawsuits, judgments, and orders, including, without limitation, attorneys' fees, which in any way arise out of or relate to any acts of omission or commission of or attributed to EVENT SPONSOR and/or its agents, servants, employees, visitors, invites, guests, and representatives, including, but not limited to, those asserted as negligent, gross negligent, and/or intentional and with respect to any and all claims made against the City of Gulfport that may arise out of or relate in any way to the event outlined in the application submitted for the KREWE OF GEMINI MARDI GRAS PARADES 2019.

By execution of this HOLD HARMLESS AND INDEMNIFICATION AGREEMENT, the undersigned affirms that he/she is fully and duly authorized to execute the same on behalf of the EVENT SPONSOR.

EVENT SPONSOR: Krewe of Gemini

BY: _____ Chase Moses

TITLE: President

DATE: 9/4/19

Krewe of Gemini
P.O. Box 6374
Gulfport, MS 39506

The Honorable Billy Hewes
Gulfport City Council
P.O. Box 1780
Gulfport, MS 39501

RE: Parade Road Closures

Dear Mayor Hewes and City Council,

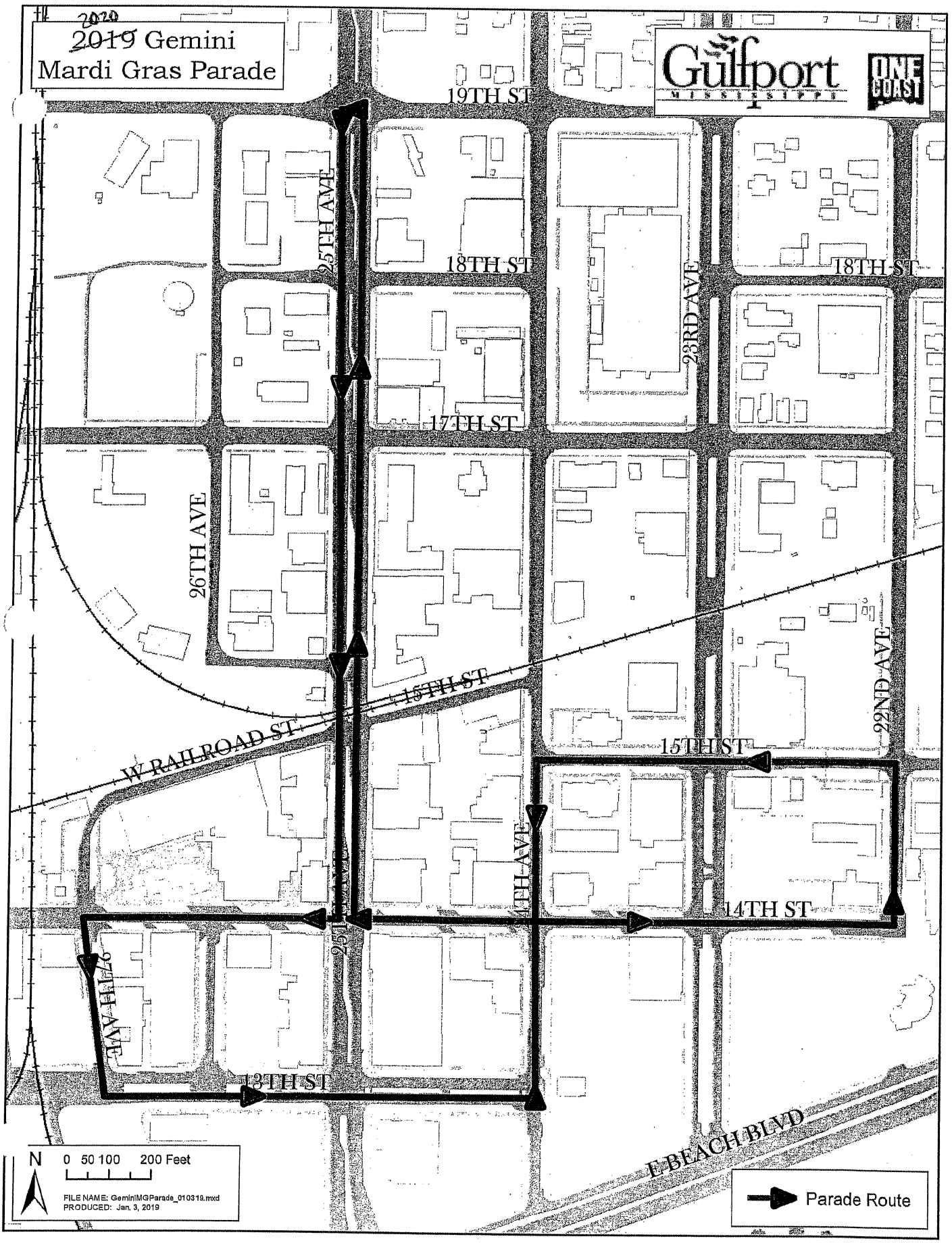
The Krewe of Gemini would like to submit a request for road closures for the Mardi Gras parades for two days Saturday, February 22, 2020 and Tuesday, February 25, 2020. The Saturday Day parade will begin setting up at 10:30am at the staging area and the Tuesday Night parade will have the same staging area and will begin set up at 2:00pm.

I thank you for you and the council's time and we await your response.

Laisse les bons temps rouler,

Chase Moses
President
Krewe of Gemini

Attachment


2020
~~2019~~ Gemini
Mardi Gras Parade
Gulfport
MISSISSIPPI
ONE COAST
19TH ST
25TH AVE
18TH ST
23RD AVE
18TH ST
17TH ST
26TH AVE
15TH ST
W RAILROAD ST
22ND AVE
15TH ST
24TH AVE
14TH ST
25TH
27TH AVE
13TH ST
E BEACH BLVD
N
0 50 100 200 Feet
FILE NAME: GeminiMGParade_010319.mxd
PRODUCED: Jan. 3, 2019
Parade Route

Nationwide®

Underwritten by: National Casualty Company
Home Office: 8877 North Gainey Center Drive • Scottsdale, Arizona 85258
Administrative Office: 8877 North Gainey Center Drive • Scottsdale, Arizona 85258
1-800-423-7675 • A Stock Company

In Witness Whereof, the Company has caused this policy to be executed and attested.

Secretary

President

The information contained herein replaces any similar information contained elsewhere in the policy.

Policy No. KKO0000007607500

Declarations Extension

The Named Insured, wherever it may appear throughout the policy, shall read as follows:

KREWE OF GEMINI, INC.

"A MEMBER OF THE SPORTS, LEISURE AND ENTERTAINMENT RISK PURCHASING GROUP"

COMMON CERTIFICATE CONDITIONS

All coverage parts included in this certificate are subject to the following conditions.

A. Cancellation

1. The Named Insured shown on the Certificate may cancel this certificate by mailing or delivering to us advance written notice of cancellation.
2. Cancellation of certificates in Effect

   a. 90 days or less

   If a certificate has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the named insured written notice of cancellation at least:

   (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium

   (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or

   (3) 30 days before the effective date of cancellation if we cancel for any other reason.

   b. More than 90 Days

   If this certificate has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons listed below, by mailing or delivering to the named insured written notice of cancellation at least:

   (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium

   (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or

   (3) 45 days before the effective date of cancellation if:

   (a) There is a substantial change in scale of risk covered by this certificate.

   (b) Reinsurance of the risk associated with this certificate has been cancelled; or

   (c) You have failed to comply with reasonable safety recommendations
3. We will mail or deliver our notice to the named insured's last mailing address know to us.
4. Notice of cancellation will state the effective date of cancellation. The coverage period will end on that said date.
5. If this certificate is cancelled, we will send the named insured any premium refund due. If we cancel, the refund will be pro rate. If the first named insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This certificate contains all the agreements between you and us concerning the insurance afforded. The named insured shown on the certificate is authorized to make changes in the terms of the certificate with our consent. This certificate's terms can be amended or waived only by endorsement issued by us and made a part of this certificate.

C. Examination of Your Books and Records

We may examine and audit your books and records as they relate to this certificate at any time during the policy period and up to three years afterward.

D. Inspections and Surveys

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes
2. We are not obligated to make any inspections, surveys, reports, or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. And 2. Of this condition apply not only to us, but also to any rating, advisory, rate service, or similar organization which makes insurance inspections, surveys, reports, or recommendations.
4. Paragraph 2. Of this condition does not apply to any inspects, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances, or regulations, or boilers, pressure vessels, or elevators.

E. Premiums

The named insured show in the Certificate:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer of your rights and Duties under this certificate

Your rights and duties under this certificate may not be transferred without our written consent except in the case of death of an individual named insured. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respects to that property.

G. Nonrenewal

1. If we elect to not renew this policy, we will mail or deliver to the named Insured written notice of nonrenewal at least 45 days before:
   a. The expiration date of this certificate, if the certificate is written for a term of one year or less; or
   b. The anniversary date of this certificate, if the policy is written for a term of more than one year.
2. We will mail or deliver our notice to the named insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

THE FOLLOWING INTERLINE FORMS APPLY TO THE COVERAGE PART IDENTIFIED:

FORM NUMBER	COVERAGE PART
UT-3G(03/92)	COMMERCIAL GENERAL LIABILITY
IL0021(09/08)	COMMERCIAL GENERAL LIABILITY
IL0282(09/08)	COMMERCIAL GENERAL LIABILITY
UT-131G(03/92)	COMMERCIAL GENERAL LIABILITY

National Casualty Company

Home Office
Madison, Wisconsin
Administrative Office:
8877 North Gainey Center Drive • Scottsdale, Arizona 85258
1-800-423-7675
A STOCK COMPANY

Certificate of Insurance

This certificate of insurance is issued in conjunction with the policy written through the Sports, Leisure and Entertainment Risk Purchasing Group 1712 Magnavox Way, Fort Wayne, IN 46804

Certificate Number: KKO0000007607500

Named Insured and Mailing Address: KREWE OF GEMINI, INC.
PO BOX 6374
GULFPORT, MS 39505

Business Description: PARADE

Coverage Period:
From 12:01 am on 09/15/18 to 12:01 am on 09/15/19

This certificate consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment:

Commercial General Liability	$ 2,973
Hired Auto and Employers' Nonownership Liability	
Total Premium *	$ 2,973

*Premium earned at inception

We certify that the insured shown above has coverage under Policy Number: KKO73030-00

In return for the payment of premium and subject to all the terms of the certificate and its corresponding policy, we agree to provide the insurance as stated.

Scott Turnbull
Authorized Representative

Form(s) and Endorsement(s) made a part of this certificate at time of issue*:
UT-COVPG(01/16) KR-SP-1(04/07) KR-2(04/07)

*Omits applicable forms and endorsements if shown on specific Coverage Part/Coverage Form Declarations.

Nationwide®

Underwritten by: National Casualty Company
Home Office: 8877 North Gainey Center Drive • Scottsdale, Arizona 85258
Administrative Office: 8877 North Gainey Center Drive • Scottsdale, Arizona 85258
1-800-423-7675 • A Stock Company

In Witness Whereof, the Company has caused this policy to be executed and attested.

Secretary

President

The information contained herein replaces any similar information contained elsewhere in the policy.

UT-COVPG (1-16)

Gulfport Police Department

Memo

To: Mayor Billy Hewes

From: Chief Leonard Papania

Date: October 24, 2019

Re: **Budget Amendment**

The following check was issued to the City of Gulfport from Property Room.com and I request your permission to place these funds in the account below.

Check number (42204) amount of $208.98

.

Line Item	Increase	Increase
Police Revenue 010-502500	208.98	
Photo & Fingerprint 213-615200		208.98
Total	**208.98**	**208.98**

I appreciate your help. If you have any questions, please call.

City of Gulfport

Budget Amendment Request

Fund Name	General	Date	10/24/19
Department #	010/213	Budget Entry #	2020-09
Department Name	Police Department		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel	-	-	-	-
Supplies	1,414,000	6,158	209	1,420,367
Other Services	-	-	-	-
Capital	-	-	-	-
Total	1,414,000	6,158	209	1,420,367
Revenue 010-502500	68,884	2,512	209	71,605

A check was issued to the City of Gulfport from PropertyRoom.com and permission is requested to place these funds in the Photo and Fingerprint account.

Amendment # 2020-09

Gulfport Police Department

Memo

To: Mayor Billy Hewes

From: Chief Leonard Papania

Date: October 18, 2019

Re: Increase Line Item

The following check was issued by Connie Ladner office Circuit Clerk of Harrison County for Restitution on several drug related arrest.

Check number (44719) amount of $280.59 (GPD case)

I request your permission to place these funds in the account below:

Account Number	Increase Amount	Increase Amount
Forfeiture and Seizure County and Local Shared **Capital -- 277-*630100***		280.59
County/Local Shared Revenue 275-493100	280.59	

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	General	Date	10/29/19
Department #	275/277	Budget Entry #	2020-10
Department Name	Police Department		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel	-	-	-	-
Supplies	-	-	-	-
Other Services	-	-	-	-
Capital	52,230	389	281	52,899
Total	52,230	389	281	52,899
Revenue 275-493100	-	389	281	669

A check was issued by Circuit Clerk of Harrison County for Restitution on several drug related arrest. Permission is requested to place these funds in the presented accounts.

Amendment # 2020-10

Memo

Gulfport Police Department

To: Travis Hart, Comptroller

Cc: Leonard Papania, Chief of Police

From: Pam Winston,

Date: October 29, 2019

Re: New Budget Amendment

Grant Identifier: 19-LE-202 (EMW-2019-SS-00009)
MS Office of Homeland Security
Contact: Marsha Manuel (601-346-1504)

Line Item	Expenses	Revenue
214-630100 – Capital	27,156.00	
010-214-450100- Revenue		27,156.00
Totals	**26,156.00**	**27,156.00**

City of Gulfport

Budget Amendment Request

Fund Name	General	Date	10/29/19
Department #	214	Budget Entry #	2020-11
Department Name	Police Department		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel	-	-	-	-
Supplies	-	-	-	-
Other Services	-	-	-	-
Capital	34,580	39,026	27,156	100,762
Total	34,580	39,026	27,156	100,762
Revenue 214-450100	-	71,994	27,156	99,150

Permission is requested to accept the grant from the MS Office of Homeland Security 19-LE-202 and place the amount of the award in the proper accounts.

Amendment # 2020-11

DEPARTMENT OF
PUBLIC WORKS

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5740
Fax: 228-214-2238

Public Works & Engineering
4050 Hewes Ave
Gulfport, MS 39507

Budget Amendment

To: Jerry Bellocq, CPA, Comptroller
Travis Hart, CPA, Finance

CC: Mayor Billy Hewes
Dr. John Kelly, CAO
Kris Riemann, P.E., Director of Engineering

From: Wayne Miller, P.E., Director of Public Works WSM

Date: October 29th, 2019

Subject: Budget Amendment to Fund Quad Gates at Hwy 49/CSX Railroad project

AMOUNT	FROM	TO
$11,200.00	345-640200-01008 (Downtown Gulfport Train Depot)	345-640200-02119 (Quad Gates at Hwy 49 and CSX Railroad)
$11,200.00	**TOTAL**	

The Department of Public Works is requesting a Budget Amendment to internally transfer $11,200.00 from the amount budgeted for the Downtown Gulfport Train Depot project to the Quad Gates at Highway 49 and CSX Railroad project.

At the beginning of Fiscal Year 2020, City Council budgeted $50,000.00 for the city portion of the Quad Gates at Highway 49 and CSX Railroad project. However, the grant agreement with the Federal Railroad Administration came back with a total cost of $120,000.00, of which the FRA is funding $58,800.00 leaving the remaining $61,200.00 to be funded by the City. Since only $50,000.00 was budgeted for this project, we need $11,200.00 additional money.

At the beginning of Fiscal Year 2020, City Council budgeted $250,000.00 for the Downtown Gulfport Train Depot project. It is estimated that the City portion will be about $200,000.00. Therefore, we would like to internally transfer the required additional $11,200.00 from the Downtown Gulfport Train Depot project to the Quad Gates at Highway 49 and CSX Railroad project.

Please note that an official agreement with the FRA has not yet been reached for the Downtown Gulfport Train Depot project. If this project overruns initial estimates, and all $250,000.00 that was originally budgeted is required, the City would need to fund the remaining needed monies at that time.

I hereby recommend this budget amendment.

Please place on the November 19th, 2019 City Council Agenda.

Memorandum – City of Gulfport

To: Connie Debenport, Purchasing

CC: Mayor Billy Hewes
Gerard Bellocq, Finance
Dr. John Kelly, CAO
Wayne Miller, P.E., Public Works

From: Kris Riemann, P.E. RKR

Date: 10/23/19

Re: **Recommendation to Approve Consolidated Rail Infrastructure and Safety Improvements Grant Agreement with Federal Railroad Administration - Quad Gates at Highway 49 and CSX Railroad**

Attached for your consideration is the above referenced Grant Agreement from the Federal Rail Administration(FRA) for the above referenced project. The amount of the FRA grant is $58,800.00 and will pay a portion of the project administration, environmental review (NEPA), and the preliminary engineering (PE).

The project will complete PE and NEPA for a new four quadrant gate with a concrete median crossing signal system and separate pedestrian gate. If built, the new gate system will improve the safety of the nearly 49,000 vehicles that travel this route daily and the increasing number of pedestrians that walk the downtown area. This gate system, if constructed, would also be a critical step in implementing a "quiet zone", a long-awaited goal for the Grantee and its residents that live along this railway.

The total cost of the engineering for this project is $120,000.00. The project is funded 49.0% or $58,800.00 by the Federal Railroad Administration with the remaining 51.0% or $61,200.00 being funded by the City. According to the Public Works Director, these funds are already allocated.

I recommend approval, contingent on the approval of the Federal Railroad Administration. Please place this item on the November 5, 2019 Council Agenda.

Attachments:
1. Marc Dixon (FRA), Email dated 9/20/19
2. FRA Grant Agreement

Kris Riemann

From: Dixon, Marc (FRA) <marc.dixon@dot.gov>
Sent: Friday, September 20, 2019 8:15 AM
To: Kris Riemann
Cc: Winkle, John (FRA)
Subject: RE: RE: Update on grant agreement execution process | Gulfport, MS FY17 CRISI Grant
Attachments: 2019-09-17_Final Draft Attach. 2-5_Gulfport FY17CRISI.DOCX; FRA General Grants - Attach 1 - Standard Terms and Conditions (4.4.2019 Final).pdf; FRA CRISI Grants - Attach 1A - CRISI Clauses (2.7.19 Final).pdf

Caution! This message was sent from outside the City of Gulfport email system. Be careful where you click.

Kris –

Following up on our conversation yesterday, I want to clarify some things. On Oct. 1, we'll upload the grant agreement documents in the GrantSolutions (GS) system to start the grant agreement execution process, since you said the next City Council meeting is on Oct. 8 and the Council's and Mayor Hewes' approval is needed before the Mayor Hewes can sign. If we upload them now and don't execute the agreement by Sept. 30 (the end of the federal fiscal year), the system essentially deletes it and we have to upload it again and restart the process.

So, if your city attorney needs to/wants to review the draft agreement, you can send him/her the attached files now, which are all the components <u>except</u> the cover page (we can't draft that outside of the GS system):

- Attachment 1: Grant Agreement – STANDARD TERMS AND CONDITIONS
- Attachment 1A: Consolidated Rail Infrastructure and Safety Improvements Clauses
- Attachment 2: Statement of Work *(in attached MS Word file)*
- Attachment 3: Deliverables and Approved Project Schedule *(in attached MS Word file)*
- Attachment 4: Approved Project Budget *(in attached MS Word file)*
- Attachment 5: Performance Measures *(in attached MS Word file)*

Lastly, if we upload the files into GS on Oct. 1, the draft agreement could possibly *(no guarantees since a handful of FRA management and Office of Finance staff have to review and approve it first)* reach the Mayor's/City's queue by Oct. 8. **BUT, in case it doesn't, you have the draft grant agreement components to present to the Council/Mayor at the Oct. 8 meeting.**

Let us know if you have any questions.

Thanks,

Marc Dixon
South Central Regional Manager
Federal Railroad Administration
Office of Railroad Policy and Development
Work phone: 202-493-0614
Cell phone: 202-380-6981

From: Kris Riemann [mailto:kriemann@gulfport-ms.gov]
Sent: Wednesday, September 18, 2019 4:50 PM

DEPARTMENT OF TRANSPORTATION
FEDERAL RAILROAD ADMINISTRATION

Grant Agreement – Attachment 1

STANDARD TERMS AND CONDITIONS

April 2019

PART I. ATTACHMENT OVERVIEW AND DEFINITIONS

Attachment 1 is part of the Agreement and contains the standard terms and conditions governing the execution of the Project and the administration of the Agreement. By entering into this Agreement with the Federal Railroad Administration (FRA), the Grantee agrees to comply with these terms and conditions and all applicable Federal laws and regulations, including those discussed in this Agreement. Terms that appear frequently throughout the Agreement are defined, as follows:

a. **Agreement** means this Grant Agreement, including all attachments and amendments. As used on the Agreement cover sheet, section 9 "Previous Agreements" refers to the amount of the original Agreement, together with, if applicable, all amounts from amendments to the Agreement that precede the current amendment. As used on the Agreement cover sheet, section 10 "This Agreement" refers to the amount being added or subtracted with the current amendment, if applicable, or the original Agreement. As used on the Agreement cover sheet, and section 11 "Total Agreement" refers to the combined amounts of Section 9 "Previous Agreements" and Section 10 "This Agreement".

b. **Application** means the signed and dated application submitted by or on behalf of the Grantee, as may be amended, seeking Federal financial assistance for the Project, together with all explanatory, supporting, and supplementary documents, assurances and certifications filed with and accepted by FRA or DOT.

c. **Approved Project Budget** is in Attachment 4 to this Agreement and means the most recently dated written statement, approved in writing by FRA, of the estimated total cost of the Project. The term "Approved Project Budget" also includes "Financial Plan" as used in 2 C.F.R. § 200.308.

d. **Approved Project Schedule** is in Attachment 3 to this Agreement.

e. **Authorized Representative** means the person(s) at FRA or the Grantee who is able and approved to communicate on behalf of the organization, perform the referenced action, or commit the organization to the referenced action, pursuant to the organization's internal policies, procedures, or reporting structure.

f. **DOT** means the United States Department of Transportation, including its operating administrations.

g. **Effective Date** means the earlier of the federal award date and the beginning of the Project Performance Period.

h. **Federal Contribution** means the amounts obligated, whether paid or not, by FRA to the Grantee under this Agreement as shown in the "Federal" column in sections 9, 10 and 11 of the Agreement cover sheet.

i. **Federal Funding Period** means the period that FRA provides funds under this

Agreement as shown in section 5 of the Agreement cover sheet.

j. **Federal Government** means the United States of America and any executive department or agency thereof.

k. **Federal Railroad Administration or FRA** is an operating administration of the DOT and the Federal Awarding Agency for this Agreement.

l. **Grantee** means the entity identified on the Agreement cover sheet that receives Federal grant assistance directly from FRA for the accomplishment of the Project referenced in this Agreement.

m. **Grant** as used in this Agreement means funding awarded through a grant agreement as well as funding awarded through a cooperative agreement as each of those terms is defined in 2 C.F.R. Part 200.

n. **Non-Federal Contribution** means any amount, as shown under the "Non-Federal" column in sections 9, 10 and 11 of the Agreement cover sheet, including matching funds as used in 2 C.F.R. Part 200, not funded by FRA under this Agreement, regardless of whether the source of any or all of such contribution is a Federal source.

o. **Pre-Agreement Costs** means "pre-award costs," as that term is defined in 2 C.F.R. § 200.458.

p. **Project** means the task or set of tasks set forth in the Statement of Work.

q. **Project Performance Period** means "period of performance" as defined in 2 C.F.R. § 200.77 and described in 2 C.F.R. § 200.309, and is shown in section 4 of the Agreement cover sheet.

r. **Statement of Work** means a detailed description of the work the Grantee will complete with the grant funding from this Agreement, and appears in Attachment 2 to this Agreement.

s. **Total Federal Assistance** means the combined total of the Federal Contribution and the portion, if any, of the Non-Federal Contribution that is from a Federal source.

Additional definitions are found in 2 C.F.R. Part 200, Subpart A, and these Subpart A definitions are incorporated herein by reference and made a part hereof. Subpart A definitions incorporated herein are not capitalized in this Agreement.

PART II. GENERAL TERMS AND CONDITIONS

1. Grant Agreement:

This Agreement constitutes the entire agreement between the Grantee and FRA. All prior discussions and understandings concerning such scope and subject matter are superseded by this Agreement. This Agreement is governed by and subject to 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and DOT's implementing regulations at 2 C.F.R. Part 1201.

2. FRA Role:

This Agreement is between FRA and the Grantee. FRA is responsible for funding disbursements to the Grantee under this Agreement. FRA will also conduct oversight and monitoring activities to assess Grantee progress against established performance goals and the Statement of Work, as well as to assess compliance with terms and conditions and other requirements of this Agreement.

If this award is made as a Cooperative Agreement, FRA will have substantial programmatic involvement. Substantial involvement means that, after award, technical, administrative, or programmatic staff will assist, guide, coordinate, or otherwise participate with the Grantee in Project activities.

FRA may provide professional staff to review work in progress, completed products, and to provide or facilitate access to technical assistance when it is available, feasible, and appropriate, which may include the following:

a. Financial Analyst. The Financial Analyst will serve as the Grantee's point of contact for systems (e.g., GrantSolutions and the Delphi eInvoicing System) access and troubleshooting as well as for financial monitoring. The Financial Analyst is not authorized to unilaterally change the Statement of Work, make any changes which affect this Agreement's monetary amount, the delivery schedule, Project Performance Period or other terms or conditions.

b. Grant Manager. The Grant Manager will serve as the Grantee's point of contact for grant administration and will oversee compliance with the terms and conditions in this Agreement. The Grant Manager reviews financial reports, performance reports, and works with the Regional Manager to facilitate effective Project delivery. The Grant Manager is not authorized to unilaterally change the Statement of Work, make any changes which affect this Agreement's monetary amount, Project Performance Period, or other terms and conditions.

c. Regional Manager. The Regional Manager will be the Grantee's point of contact for the technical aspects of Project delivery. The Regional Manager coordinates Project deliverable review, evaluates Grantee technical assistance needs, and generally assesses Project progress and performance. The Regional Manager is not authorized to unilaterally change the Statement of Work, make any changes which affect this

Agreement's monetary amount, Project Performance Period, or other terms and conditions.

d. Contact Information. FRA strongly prefers electronic submission of most documents (instructions for electronic submission are included under various requirements outlined in Part II of this attachment). If the Grantee must mail documentation, that documentation should be delivered to the Grant Manager at:

Federal Railroad Administration
Office of Railroad Policy and Development
Mail Stop 20
1200 New Jersey, SE
Washington, DC 20590
ATTN: (ASSIGNED GRANT MANAGER)

3. Grantee Responsibility and Authority:

The Grantee affirms that it had and has, as applicable, the legal authority to apply for the Grant, to enter into this Agreement, and to finance and carry out the proposed Project. The Grantee further affirms that any required resolution, motion or similar action has been duly adopted or passed as an official act authorizing the filing of the Application, where applicable, including all understandings and assurances contained therein, and the entering into of this Agreement. The Grantee will not take or permit any action that would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Agreement without the written approval of the FRA, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with such performance by the Grantee. The Grantee agrees that this will be done in a manner acceptable to the FRA.

4. Project Scope, Schedule, and Budget:

The Grantee agrees to carry out, complete and ensure the use of the Project in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement, including the Approved Project Budget, the Statement of Work, the Approved Project Schedule, grant guidance, the Application as applicable, and all applicable laws, regulations, and published policies.

a. Scope. The Grantee will furnish all personnel, facilities, equipment, and other materials and services, except as otherwise specified herein, that are necessary to complete the approved Project, in accordance with the representations, certifications and assurances set forth in the Grantee's Applications(s) as applicable, and any amendments thereto, incorporated herein by reference and made a part hereof.

b. Schedule. The Grantee will complete this Project, as documented in the Statement of Work, within the Project Performance Period. Schedule and Project Performance

Period extension requests may be permitted, at the discretion of the FRA, subject to applicable law. The Grantee should request such an extension no later than 90 days prior to the Project Performance Period end date.

c. Budget. The Grantee will complete the Project within the funding limits and parameters specified on the Agreement cover sheet and the Statement of Work.

   1) Project Costs and Funding Contributions. The Federal Contribution, Non-Federal Contribution and total estimated Project costs toward this Project are documented in sections 9, 10 and 11 of the Agreement cover sheet and may not be changed without a written request and justification from the Grantee, written approval from FRA, and an amendment or closeout to the Agreement. FRA will fund the Project at the lesser of the Federal Contribution or the Federal Contribution percentage of total Project costs, as reflected in sections 9, 10 and 11 of the Agreement cover sheet and the Statement of Work.

   2) Non-Federal Contribution. The Grantee is responsible for completing the Project, including providing the Non-Federal Contribution and any other funds necessary for completing the Project. The Grantee affirms that it will complete all actions necessary to provide the Non-Federal Contribution at or before the time that such funds are needed to meet Project expenses. The Grantee also affirms that it has sufficient funds available to assure operation and maintenance of items funded under this Agreement that it will own or control.

   3) Project Budget Detail. The Grantee agrees to carry out the Project according to the Approved Project Budget. The Grantee agrees to obtain the prior written approval from FRA for any revisions to this Approved Project Budget that equal or cumulatively exceed 10 percent of any budget line item (or pertain to a cost category involving contingency or miscellaneous costs), or amount to a reallocation of 10 percent or more of the total Approved Project Budget across cost categories.

d. Property and Equipment.

   1) The Grantee will operate the property and equipment funded with this Agreement for the originally authorized purpose.

   2) If the Grantee is not the entity operating the property and/or equipment funded with this Agreement, then the Grantee represents that it will ensure the property and equipment funded with this Agreement will be used for the originally authorized purpose, if necessary, through appropriate arrangements with:

      i. The entity or entities operating the property and/or equipment funded with this Agreement; and

ii. If applicable, the owner of right-of-way used by the property and/or equipment funded with this Agreement.

e. Pre-Agreement Costs. Grantee may request approval of Pre-Agreement costs incurred after the date of selection. Such a request must demonstrate the purpose and amount of the costs, and whether such costs serve as cost-sharing or matching funds. If FRA approves Pre-Agreement Costs, within the constraints described in the Statement of Work, the Grantee may seek reimbursement for these costs on or after the start of the Federal Funding Period specified on the Agreement cover sheet. Such costs are allowable for reimbursement only to the extent that they are otherwise allowable under the terms of this Agreement, and are consistent with 2 C.F.R § 200.458.

5. Grant Amendments:

Other than close-out, modifications to this Agreement may be made only in writing, signed by an Authorized Representative for FRA and the Grantee, and specifically referred to as an amendment to this Agreement.

6. Flow Down Provisions:

The Grantee will ensure persons or entities that perform any part of the work under this Agreement, including Subrecipients, as defined in 2 C.F.R. § 200.93, or Contractors, as defined in 2 C.F.R. § 200.23, will comply with applicable federal requirements and federal guidance, and the applicable requirements of this Agreement. Grantee agrees that flowing down such requirements does not relieve it of any obligation to comply with the requirements itself.

For each of the Grantee's subawards or contracts to perform all or part of the work under this Agreement:

a. The Grantee must include applicable grant regulations in the subaward or contract and ensure compliance with these provisions, including applicable provisions of 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and DOT's implementing regulations at 2 C.F.R. Part 1201 *See* 2 C.F.R. § 200.101.

b. The Grantee must include applicable federal statutory and regulatory requirements in the subaward or contract and ensure compliance with these requirements, including applicable limitations on use of federal funds.

c. The Grantee must include any other applicable requirements of this Agreement in the subaward or contract and ensure compliance with these requirements.

d. There will be provisions for the further flow down of the regulations and requirements in subsections (A) and (B) of this section to each subsequent subaward or subcontract, as required.

7. **Successors and Assigns:**

The Grantee is not authorized to assign this Agreement without FRA's express prior written consent.

8. **Execution:**

This Agreement may be executed by the Grantee and FRA in separate counterparts, each of which when so executed and delivered will be deemed an original.

9. **Changed Conditions of Performance (Including Litigation):**

The Grantee agrees to immediately notify FRA, in a written statement to the FRA Grant Manager, of any change in local law, conditions, or any other event that may affect its ability to perform the Project in accordance with the terms of this Agreement. In addition, the Grantee agrees to immediately notify the FRA Grant Manager of any decision pertaining to the Grantee's conduct of litigation that may affect FRA's interests in the Project or FRA's administration or enforcement of applicable federal laws or regulations. Before the Grantee may name FRA as a party to litigation for any reason, the Grantee agrees first to inform the FRA Grant Manager in writing; this proviso applies to any type of litigation whatsoever, in any forum.

10. **Severability:**

If any provision of this Agreement is held invalid, all remaining provisions of this Agreement will continue in full force and effect to the extent not inconsistent with such holding.

11. **Right of FRA to Terminate:**

a. The Grantee agrees that, upon written notice, FRA may suspend and/or terminate all or part of the Federal Contribution if:

   1. Grantee fails to meet or violates the terms, conditions and obligations specified under this Agreement;
   2. Grantee fails to make reasonable progress on the Project;
   3. Grantee fails to provide the Non-Federal Contribution;
   4. Grantee violates any other provision of this Agreement that significantly endangers substantial performance of the Project;
   5. FRA determines that the purposes of the statute(s) under which the Project is authorized or funded would not be adequately served by continuation of the Federal Contribution; or
   6. FRA determines that termination of this Agreement is in the public interest.

b. In general, suspension and/or termination of any part of the Federal Contribution will not invalidate obligations properly incurred by the Grantee and concurred in by FRA

before the termination date; to the extent those obligations cannot be canceled. However, FRA reserves the right to require the Grantee to refund the entire amount of the Federal Contribution provided under this Agreement or any lesser amount as may be determined by FRA in its sole discretion, if FRA determines that the Grantee has willfully misused the Federal Contribution, including by:

1. Failing to make adequate progress
2. Failing to make reasonable use of the Project property, facilities, or equipment, or
3. Failing to adhere to the terms of this Agreement.

12. Term

This Agreement is in effect from the Effective Date until the end of the closeout period, regardless of whether FRA suspends or terminates all or part of the Federal Contribution provided herein. The expiration of any time period for performance or funding established for this Project does not, by itself, constitute an expiration or termination of this Agreement.

The end of the closeout period of this Agreement does not affect continuing obligations under 2 C.F.R. Part 200, including those in 2 C.F.R. § 200.344. Any right or obligation of the parties in this Agreement or the closeout notification which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

PART III. GRANT MANAGEMENT TERMS AND CONDITIONS

Performance and Reporting Provisions

13. Deliverables and Products:

The Grantee will submit deliverables, including publications or other products, to FRA as stipulated in this Agreement. Substantive changes to the nature of the deliverables or significant timeline modifications require advanced written approval and may require an Amendment to this Agreement.

The Grantee will submit deliverables that adhere to all applicable laws, regulations, and FRA guidance within the timeframes established. In some instances, as articulated in the Statement of Work, the Grantee may be required to submit deliverables and obtain approval from FRA prior to continuing all or a portion of the work on the Project. Accordingly, the Grantee must account for FRA deliverable review time when planning work or submissions.

Whether for technical examination, administrative review, publication, or approval, all deliverable submissions will be of a professional quality and suitable for their intended purpose.

14. Quarterly Progress Reports:

The Grantee will submit one completed progress report quarterly (totaling four annually), in the form/format provided by FRA at http://www.fra.dot.gov/Page/P0274. For the duration of the Project Performance Period, the Grantee must report for the periods of: January 1 – March 31; April 1 – June 30; July 1 – September 30; and October 1 – December 31. The Grantee will furnish one copy of the completed progress report to the assigned FRA Grant Manager on or before the thirtieth (30th) calendar day of the month following the end of the quarter for which the report is submitted.

The Grantee will complete the report in its entirety with the most accurate information available at the time of reporting. The Grantee must be able to support the information contained in its progress reports and ensure that the activities described in the report are commensurate with reimbursement requests and/or outlay figures reported for the quarter. This report will be consistent with 2 C.F.R. § 200.301

15. Quarterly Federal Financial Reports:

The Grantee will submit the Federal Financial Report (Standard Form 425) on the same schedule as the required quarterly progress report (listed above). Reports should be submitted online through GrantSolutions. Reports will be submitted in accordance with the form's instructions. The final SF-425 is due within 90 days after the end of the Project Performance Period, but may be submitted as soon as all outstanding expenditures have been completed. The Grantee must be able to support the information contained in its financial reports and will ensure that all data included in the reports is accurate and consistent.

16. Interim and Final Performance Reports:

If required by the Statement of Work, the Grantee will submit interim reports at the intervals specified in the Statement of Work. The Grantee must submit a Final Performance Report via email to the FRA Grant Manager when the Project(s)funded through this Agreement are completed. The Grantee must complete closeout activities and submit reports, no later than 90 days after the end of the Project Performance Period for this Agreement or the FRA termination date.

17. Project Completion and Closeout:

a. Final Documentation. As soon as the funded Project(s) are complete, the Grantee will submit a final SF-425, a final Progress Report, a final Performance Report, and a final payment request. Closeout activities by Grantee, including submission of the referenced documents, must be completed no later than 90 days after the end of the Project Performance Period for this Agreement or the FRA termination date.

b. Excess Payments. If FRA has made payments to the Grantee in excess of the total amount of FRA funding due, the Grantee will promptly remit that excess and interest

as may be required by section 20(f) of this Attachment.

c. Closeout. Grantees should begin closeout procedures when their Project(s) is complete. The Project closeout period is complete when all of the following is complete: 1) the required Project work is complete; 2) all administrative procedures described in 2 C.F.R. Part 200 (all sections), as applicable, have been completed; and 3) when FRA either notifies the Grantee of closeout or when FRA acknowledges the Grantee's remittance of a proper refund. Project closeout will not invalidate any continuing obligations imposed on the Grantee by this Agreement, including 2 C.F.R. § 200.344, or by the FRA's final notification or acknowledgment.

18. Transparency Act Requirements—Reporting Subawards and Executive Compensation:

The Grantee will comply with the provisions of the Federal Funding Transparency and Accountability Act of 2006 (Pub. L. 109-282) and 2 C.F.R Part 170, incorporated herein by reference and made part hereof. For more information, visit https://www.fsrs.gov/.

19. Recipient Integrity and Performance Matters

a. General Reporting Requirement. If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the Project Performance Period, then the Grantee during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in subsection (b) of this section. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available.

b. Proceedings About Which the Grantee Must Report.

Submit the information required about each proceeding that:

1) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal government;

2) Reached its final disposition during the most recent five-year period; and

3) Is one of the following:

- A criminal proceeding that resulted in a conviction, as defined in subsection (e) of this section;

- A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

- An administrative proceeding, as defined in subsection (e) of this section, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

- Any other criminal, civil, or administrative proceeding if:

  - It could have led to an outcome described in subsection (b)(3) of this section;

  - It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and

  - The requirement in this section to disclose information about the proceeding does not conflict with applicable laws and regulations.

c. Reporting Procedures. Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in section (b) of this section. The Grantee does not need to submit the same information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under federal procurement contracts that the Grantee was awarded.

d. Reporting Frequency. During any period of time when the Grantee is subject to the requirement in subsection (a) of this section, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

e. Definitions. For purposes of this section:

   1) Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

2) Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

3) Total value of currently active grants, cooperative agreements, and procurement contracts includes—

- Only the federal share of the funding under any federal award with a Grantee; and

- The value of all expected funding increments under a federal award and options, even if not yet exercised.

Financial Management Provisions

20. Payments:

a. Request by the Grantee for Payment. The Grantee's request for payment of the Federal Contribution of allowable costs will be made to FRA and will be acted upon by FRA as set forth in this section. For states, payments are governed by Treasury/State CMIA agreements, and default procedures codified at 31 C.F.R. Part 205 "Rules and Procedures for Efficient Federal-State Funds Transfers" and TFM 4A-2000 Overall Disbursing Rules for All Federal Agencies. Non-states must comply with the provisions of 2 C.F.R. §200.305(b). To receive a Federal Contribution payment, the Grantee must:

1) Demonstrate or certify that it has made a binding commitment of the Non-Federal Contribution, if applicable, adequate when combined with the Federal Contribution, to cover all costs to be incurred under the Project as of the date of the request. A Grantee required by federal statute or this Agreement to provide Non-Federal Contribution for the Project agrees:

   i. to refrain from requesting or obtaining any Federal Contribution that is more than the amount justified by the Non-Federal Contribution that has been provided; and

   ii. to refrain from taking any action that would cause the proportion of the Federal Contribution at any time to exceed the percentages authorized under this Agreement. The phasing or expenditure rate of the Non-Federal Contribution may be temporarily adjusted only to the extent expressly provided in writing by an Authorized Representative of FRA.

2) Submit to FRA all financial and progress reports required to date under this Agreement; and

3) Identify the funding source(s) provided under this Project, if applicable, from which the payment is to be derived.

b. Reimbursement Payment by FRA. Unless otherwise approved by FRA, FRA will disburse funds to the Grantee on a reimbursable basis, whereby the Grantee will be reimbursed for actual expenses incurred and paid, after the submission of complete and accurate invoices and payment records. The Grantee's request for payment will be made to FRA through the Department of Transportation's Delphi eInvoicing System and will be acted upon as set forth in this section.

1) Delphi eInvoicing System first-time users must obtain access to the System by contacting the Financial Analyst. Additional information on the System can be found at www.dot.gov/cfo/delphi-einvoicing-system.html.

2) Upon receipt of a payment request and adequate accompanying information (invoices in accordance with applicable cost principles), FRA will authorize payment by direct deposit, provided the Grantee: (i) is complying with its obligations under this Agreement; (ii) has satisfied FRA that it needs the requested Federal Contribution for the period covered by the payment request (as identified on the Standard Form 270 Request for Advance or Reimbursement (SF-270)); and (iii) is making adequate and timely progress toward Project completion. If all these circumstances are present, FRA may reimburse allowable costs incurred by the Grantee up to the maximum amount of the Federal Contribution.

The Grantee agrees to give a written, five-day notice to the assigned FRA Grant Manager for any payment request totaling $50 million or more. Grantees should note that FRA is unable to process single payment requests greater than $99,999,999. The Grantee agrees to adhere to and impose upon its subrecipients all applicable foregoing "Reimbursement Payment by FRA" requirements of this Agreement.

If the Grantee fails to adhere to the foregoing "Reimbursement Payment by FRA" requirements of this Agreement, FRA may withhold funding disbursements.

c. Allowable Costs. FRA will reimburse the Grantee's expenditures, within the Federal Funding Period, only if they meet all of these requirements:

1) Conform to the Project description, the Statement of Work, the Approved Project Budget, and all other terms of this Agreement;

2) Be necessary in order to accomplish the Project;

3) Be reasonable for the goods or services purchased;

4) Be actual net costs to the Grantee (i.e., the price paid minus any applicable

credits, refunds, rebates, or other items of value received by the Grantee that have the effect of reducing the cost actually incurred);

5) Be incurred (and be for work performed) within the Project Performance Period, unless specific authorization from FRA to the contrary is received in writing;

6) Unless permitted otherwise by federal statutes or regulation, conform to federal guidelines or regulations and federal cost principles, as set forth in 2 C.F.R. Subpart E § 200.400 – 200.475.

7) Be satisfactorily documented; and

8) Be treated uniformly and consistently under accounting principles and procedures approved and prescribed by FRA for the Grantee, and those approved or prescribed by the Grantee for its subrecipients and contractors.

d. Disallowed Costs. Disallowed costs include the following:

1) Any Project costs incurred, activities undertaken, or work performed outside of the Project Performance Period, unless specifically authorized by FRA in writing, allowed by this Agreement, or otherwise permitted by federal law or regulation;

2) Any costs incurred by the Grantee that are not included in the latest Approved Project Budget; and

3) Any costs attributable to goods or services received under a contract or other arrangement that is required to be, but has not been, concurred in or approved in writing by FRA.

The Grantee agrees that reimbursement of any cost under this section does not constitute a final FRA decision about the allowability of that cost and does not constitute a waiver of any violation by the Grantee of the terms of this Agreement. The Grantee understands that FRA will not make a final determination about the allowability of any cost until an audit of the Project has been completed. If FRA determines that the Grantee is not entitled to receive any part of the Federal Contribution requested, FRA will notify the Grantee stating the reasons therefor. Project closeout will not alter the Grantee's obligation to return any funds due to FRA as a result of later refunds, corrections, or other transactions. Project closeout will not alter FRA's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by law, FRA may offset any Federal Contribution to be made available under this Agreement, as needed, to satisfy any outstanding monetary claims that the federal government may have against the Grantee. Exceptions pertaining to disallowed costs will be assessed based on their applicability, as set forth in the applicable federal cost principals or other written

federal guidance.

e. Bond Interest and Other Financing Costs. To the extent permitted in writing by FRA and consistent with 2 C.F.R. § 200.449, bond interest and other financing costs are allowable.

f. Requirement to Remit Interest. The Grantee agrees that any interest earned by the Grantee on the Federal Contribution must be handled in accordance with 2 C.F.R. §200.305, and remittance back to the federal government must be made in accordance with the provisions thereof.

21. Accounting Procedures:

a. Project Accounts. The Grantee will establish and maintain for the Project either a separate set of accounts or accounts within the framework of an established accounting system, in a manner consistent with 2 C.F.R. §§ 200.302, 200.303, and 200.305.

b. Funds Received or Made Available for the Project. Grantees other than states will follow the provisions of 2 C.F.R. § 200.305(b)(7) with respect to the use of banks and other institutions as depositories of any advance payments that may be received under this Agreement. States will follow the provisions of 2 C.F.R. §200.305(a).

c. Documentation of Project Costs and program income. All costs charged to the Project, including any approved services contributed by the Grantee or others, will be supported by properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The Grantee will also maintain accurate records of all program income derived from Project implementation.

d. Checks, Orders, and Vouchers. The Grantee will ensure that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project are clearly identified with a Grant Agreement number, readily accessible, and, to the extent feasible, kept separate from documents not pertaining to the Project.

22. Program Income:

The Grantee is encouraged to earn income to defray Project costs, where appropriate, and should work with the assigned FRA Grant Manager to determine how this income may be applied to the grant, in accordance with 2 C.F.R § 200.307 and 2 C.F.R. § 1201.80. Program income not deducted from total allowable costs may be used only for the purposes and under the terms and conditions established in this Agreement. Records of program income should be maintained consistent with subsection 21(c) of this Agreement.

Project Management Provisions

23. Environmental Protection:

a. Grantee Assistance. Grantees must comply with the governing laws and regulations referenced in section 44(c) of this Attachment and may also be required to assist with FRA's compliance with applicable Federal laws, regulations, executive orders, and policies related to environmental review under the National Environmental Policy Act (NEPA), 42 U.S.C. § 4321 *et seq.*, and its implementing regulations (40 C.F.R. Part 1500 et seq.); FRA's "Procedures for Considering Environmental Impacts" (45 Fed. Reg. 40854, June 16, 1980), as revised May 26, 1999, 64 Fed. Reg. 28545, and as updated in 78 FR 2713, January 14, 2013) or 23 C.F.R. Part 771, as applicable; Section 106 of the National Historic Preservation Act (NHPA) (54 U.S.C. § 300101 et seq.) and its implementing regulations (36 C.F.R. Part 800); Executive Order No. 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations; Section 4(f) of the Department of Transportation Act of 1966 (49 U.S.C. § 303(c)), and its implementing regulations (23 C.F.R. Part 774). In providing such assistance, FRA may require that the Grantee conduct environmental and/or historic preservation analyses and to submit documentation to FRA.

b. Timing of Grantee Action. The Grantee may not expend any of the funds provided in this Agreement on construction activities or other activities that represent an irretrievable commitment of resources to a particular course of action affecting the environment until FRA has provided the Grantee with a written notice authorizing the Grantee to proceed. See 23 C.F.R. 771.113(a).

c. Minimization, Avoidance and Mitigation Measures. The Grantee must implement all measures to minimize, avoid, or mitigate adverse environmental impacts identified by FRA in the categorical exclusion, Finding of No Significant Impact, or Record of Decision for the Project. The Grantee must also implement any additional measures identified through all other environmental or historic preservation review processes conducted to support Project construction and operation (e.g., any commitments included in a Memorandum of Agreement executed pursuant to Section 106 of the NHPA).

d. Revisions to Minimization, Avoidance or Mitigation Measures. The Grantee must provide FRA with written notice if it has not, or cannot, implement any of the minimization, avoidance or mitigation measures identified in subsection (c). Upon receiving such notice, FRA will provide the Grantee direction in writing, which may include substitute mitigation measures. FRA may also revise its categorical exclusion, Finding of No Significant Impact, or Record of Decision.

24. Property, Equipment and Supplies:

Unless otherwise approved by FRA, the following terms and conditions apply to property, equipment, and supplies funded under this Agreement:

a. General Federal Requirements. The Grantee will comply with the property management standards of 2 C.F.R. §§ 200.310 through 200.316, including any amendments thereto, and other applicable guidelines or regulations. Exceptions to the requirements must be specifically approved by FRA in writing. The Grantee will use Project real property, as defined by 2 C.F.R. § 200.85, in accordance with the Property Standards of 2 C.F.R. § 200.211. Notwithstanding 2 C.F.R. § 200.313, subrecipients of states will comply with 2 C.F.R. § 1201.313 with respect to the use, management and disposal of equipment acquired under this Agreement.

b. Maintenance. The Grantee agrees to maintain the Project property and equipment in good operating order, and in accordance with any guidelines, directives, or regulations that FRA may issue.

c. Records. The Grantee agrees to keep satisfactory records with regard to the use of the property, equipment, and supplies, and submit to FRA, upon request, such information as may be required to assure compliance with this section of this Agreement.

d. Transfer of Project Property, Equipment or Supplies. The Grantee agrees that FRA may require the Grantee to transfer title to, or direct the disposition of, any property, equipment, or supplies financed with FRA assistance made available by this Agreement, as required by 2 C.F.R. §§ 200.311 – 200.316.

e. Withdrawn Property, Equipment or Supplies. If any Project property, equipment, or supplies are not used for the Project for the duration of their useful lives, as determined by FRA, whether by planned withdrawal, misuse or casualty loss, the Grantee agrees to notify FRA immediately. Disposition of withdrawn property, equipment, or supplies will be in accordance with 2 C.F.R. §§ 200.311 – 200.316.

f. Encumbrance of Project Property or Equipment. Unless expressly authorized in writing by FRA, the Grantee agrees not to:

1) Execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would dispose of or encumber the Grantee's title or other interest in any Project property or equipment; or

2) Obligate itself in any manner to any third party with respect to Project property or equipment. The Grantee will refrain from taking any action or acting in a manner that would adversely affect FRA's interest or impair the Grantee's continuing control over the use of Project property or equipment.

25. Relocation and Land Acquisition:

The Grantee agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §§ 4601 *et seq.* and the U.S. DOT implementing regulations, 49 C.F.R. Part 24.

26. Flood Hazards:

The Grantee agrees to comply with the flood insurance purchase requirements of section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), with respect to any construction or acquisition project.

27. Procurement:

a. Federal Standards. The Grantee may acquire property, goods or services in connection the Project. If the Grantee is a state, then it will use its own procurement procedures that reflect applicable state laws and regulations in compliance with 2 C.F.R. § 200.317. A subrecipient of a state will follow such policies and procedures allowed by that state when procuring property and services under this award consistent with 2 C.F.R. § 1201.317, notwithstanding 2 C.F.R. § 200.317. An entity that is not a state or a subrecipient will comply with 2 C.F.R. §§ 200.318 – 200.326, and applicable supplementary U.S. DOT or FRA directives and regulations. If determined necessary for proper Project administration, FRA reserves the right to review the Grantee's technical specifications and requirements.

b. Cargo Preference – Grantee will comply with the U.S. DOT Maritime Administration regulations, 46 C.F.R. Part 381 as follows:

1) Use of United States-flag vessels:

- Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this Agreement, and which may be transported by ocean vessel, will be transported on privately owned United States-flag commercial vessels, if available.
- Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section will be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

2) The Grantee will insert the following clauses in contracts let by the Grantee in which equipment, materials or commodities may be transported by ocean vessel in carrying out the Project.

"Use of United States-flag vessels: The contractor agrees -

1) To utilize privately owned United States-flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this contract to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

2) To furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside the United States, a legible coy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in subsection (1) above to the recipient (through the prime contractor in the case of subcontractor bills-of lading) and to the Division of Cargo Preference and Domestic Trade, Maritime Administration, 1200 New Jersey Avenue, SE, Washington, D.C. 20590, marked with appropriate identification of the Project.

3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

c. Notification Requirement. With respect to any procurement for goods and services (including construction services) having an aggregate value of $500,000 or more, the Grantee agrees to:

1) specify in any announcement of the awarding of the contract for such goods or services the amount of Federal Contribution that will be used to finance the acquisition; and

2) express said amount as a percentage of the total costs of the planned acquisition.

d. Debarment and Suspension; and Drug-Free Work Place. The Grantee agrees to obtain certifications on debarment and suspension from its third-party contractors and subrecipients and otherwise comply with U.S. DOT regulations, Nonprocurement Suspension and Debarment, 2 C.F.R. Part 1200, and Government-wide Requirements for Drug-Free Workplace (Grants), 49 C.F.R. Part 32.

e. Participation by Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals.

1) agrees to: (a) provide maximum practicable opportunities for small businesses, including veteran-owned small businesses and service disabled veteran-owned small businesses; and (b) implement best practices, consistent with our nation's civil rights and equal opportunity laws, for ensuring that all individuals – regardless of race, gender, age, disability, and national origin – benefit from activities funded through this Agreement.

2) An example of a best practice under (b) above would be to incorporate key elements of the Department's Disadvantage Business Enterprise (DBE) program (see 49 C.F.R. Part 26) in contracts under this Agreement. This practice would involve setting a DBE contract goal on contracts funded under this Agreement that have subcontracting possibilities. The goal would reflect the amount of DBE participation on the contract that the Grantee would expect to obtain absent the effects of discrimination and consistent with the availability of certified DBE firms to perform work under the contract. When a DBE contract goal has been established by a Grantee, the contract would be awarded only to a bidder/offer that has met or made (or in the case of a design/build project, is committed to meeting or making) documented, good faith efforts to reach the goal. Good faith efforts are defined as efforts to achieve a DBE goal or other requirement of this Agreement which, by their scope, intensity, and appropriateness to the objective can reasonably be expected to achieve the goal or other requirement.

3) The Grantee must provide FRA a plan, using guidance provided by FRA, for incorporating the above best practice into its implementation of the Project within 60 days following execution of this Agreement. If the Grantee is not able to substantially incorporate Part 26 elements, in accordance with the above-described best practice, the Grantee agrees to provide the FRA with a written explanation and an alternative program for ensuring the use of contractors owned and controlled by socially and economically disadvantaged individuals.

28. Rights in Intangible Property:

a. Title to Intangible Property. Intangible property, as defined in 2 C.F.R. § 200.59, acquired in the performance of this Agreement vests upon acquisition in the Grantee. The Grantee must use that property for the originally-authorized purpose, and must not encumber the property without approval of FRA. When no longer needed for the originally-authorized purpose, disposition of the intangible property must occur in accordance with the provisions of 2 C.F.R. § 200.313(e).

b. Copyright. The Grantee may copyright any work that is subject to copyright and was developed or for which ownership was acquired under this Agreement. FRA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so.

c. Patents. The following provisions will apply to patents under this Agreement:

   1) The Grantee is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements".

   2) If the Grantee secures a patent with respect to any invention, improvement, or discovery of the Grantee or any of its subrecipients or contractors conceived or first actually reduced to practice in the course of or under this Project, the Grantee agrees to grant to FRA a royalty-free, nonexclusive, and irrevocable license to use and to authorize others to use the patented device or process.

d. Research Data. For any research data (as defined in 2 C.F.R. § 200.315(e)(3)) acquired under a grant or contract, FRA has the right to:

   1) Obtain, reproduce, publish, or otherwise use the research data produced under this Agreement; and

   2) Authorize others to receive reproduce, publish, or otherwise use such data.

e. Freedom of Information Act (FOIA). Responding to a FOIA request under this Agreement will be handled in accordance with the provisions of 2 C.F.R. § 200.315(e), including any definitional provisions set forth therein. The "Federal awarding agency" is FRA, and the "non-Federal entity" is the Grantee for purposes of this clause.

29. Acknowledgment of Support and Disclaimer:

a. Acknowledgement and Disclaimer. An acknowledgment of FRA support and a disclaimer of said support must appear in any Grantee publication developed under a research and development grant, or any other product based on or developed under the Agreement as directed by FRA, whether copyrighted or not, in the following terms:

   1) "This material is based upon work supported by the Federal Railroad Administration under [Grant/Cooperative Agreement number], [date of award]."

   2) "Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the Federal Railroad Administration and/or U.S. DOT."

b. Signs. The Grantee is encouraged to erect at the site of any construction, and to maintain during construction, signs identifying the Project and indicating that FRA is participating in the development of the Project.

30. Reprints of Publications:

At such time as any article resulting from work under this Agreement is published in a scientific, technical, or professional journal or publication, two reprints of the publication should be sent to the FRA Grant Manager, clearly referenced with the appropriate identifying information.

Documentation and Oversight Provisions

31. Record Retention:

During the course of the Project and for three years after notification of grant closeout, the Grantee agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as FRA may require. In cases where litigation, a claim, or an audit is initiated prior to the expiration of the record retention period, records must be retained until completion of the action and resolution of issues or the end of the record retention period, whichever is later. Reporting and record-keeping requirements are set forth in 2 C.F.R. §§ 200.333 – 200.337. Project closeout does not alter these requirements.

32. Audit and Inspection.

a. General Audit Requirements. The Grantee will comply with all audit requirements of 2 C.F.R. §§ 200.500 – 200.512.

b. Inspection by Federal Officials. The Grantee agrees to permit the Secretary and the Comptroller General of the United States, or their Authorized Representatives, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Grantee and its contractors and subrecipients pertaining to the Project.

33. Fraud, Waste or Abuse:

The Grantee agrees to take all steps, including initiating litigation, if necessary, to recover the Federal Contribution if the FRA determines, after consultation with the Grantee, that all or a portion of such funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner in undertaking the Project.

34. Site Visits:

FRA, through its Authorized Representatives, has the right, at all reasonable times, to make site visits to review Project activities, accomplishments, and management control systems and to provide such technical assistance as may be required. If any site visit is made by FRA under this Agreement on the premises of the Grantee, contractor, beneficiary or subrecipient, the Grantee will provide, or will ensure the provision of all reasonable facilities and assistance for the safety and convenience of FRA representatives in the performance of their duties. All site visits and evaluations will be performed in such a manner as will not unduly delay work being conducted by the Grantee or any subrecipient.

35. Safety Compliance:

To the extent applicable, the Grantee agrees to comply with any Federal regulations, laws, or policy and other guidance that FRA or U.S. DOT may issue pertaining to safety in general, and in the performance of this Agreement, in particular.

36. Electronic and Information Technology:

The Grantee agrees that reports or information it provides to or on behalf of FRA will use electronic or information technology that complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794d, and "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194.

Other Legislative and Regulatory Provisions

37. Buy American:

The Grantee's acquisition of steel, iron and manufactured goods with funding provided through this Agreement is subject to the requirements set forth in the Buy American Act, 41 U.S.C. §§ 8301-8305, if applicable. The Grantee also represents that it has never been convicted of violating the Buy American Act nor will it make funding received under this Agreement available to any person or entity who has been convicted of violating the Buy American Act.

38. Ethics:

a. Standards of Conduct. The Grantee will maintain a written code or standards of conduct governing the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts or agreements supported by the Federal Contribution provided through this Agreement. The code or standards will provide that the Grantee's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subrecipients or contractors. The Grantee may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. As permitted by state or local law or regulations, such code or standards will provide for penalties, sanctions, or other disciplinary actions for violations by the Grantee's officers, employees, board members, or agents, or by subrecipients or their agents.

1) Personal Conflict of Interest. The Grantee's code or standards must provide that no employee, officer, board member, or agent of the Grantee may participate in the selection, award, or administration of a contract supported by the Federal Contribution if a real or apparent conflict of interest would be involved. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

2) Organizational Conflicts of Interest. The Grantee's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interests. An organizational conflict of interest exists when the nature of the work to be performed under a proposed contract, may, without some restrictions on future activities, result in an unfair competitive advantage to the contractor or impair the contractor's objectivity in performing the contract work.

b. Existing Codes or Standards. This section does not require the Grantee to

implement a new code or standards of conduct where a state statute, or written code or standards of conduct, already effectively covers all of the elements of Section 38(a) of this Attachment.

39. Civil Rights:

The Grantee agrees to comply with all civil rights laws and regulations, in accordance with applicable Federal directives. These include, but are not limited to, the following: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, 42 U.S.C. § 2000d *et seq.*, the DOT Title VI regulations at 49 C.F.R. part 21, which prohibits discrimination on the basis of race, color or national origin; (b) the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101 *et seq.*, the DOT ADA regulations at 49 C.F.R. parts 37-38, section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and the DOT regulations at 49 C.F.R. part 27, which prohibits discrimination of the basis of disability; (c) the Age Discrimination in Employment Act, as amended (42 U.S.C. §§ 621 – 634), and the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 1601-1607), which prohibits discrimination on the basis of age; (d) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 *et seq.*), which prohibits discrimination on the basis of sex; (e) 49 U.S.C. § 306, which prohibits discrimination on the basis of race, color, national origin, or sex in railroad financial assistance programs; (f) any nondiscrimination regulation implemented relating to the above stated statutes; (g) any nondiscrimination Executive Order implemented relating to the above stated statutes; (h) any U.S. DOT Order implemented relating to nondiscrimination, and (i) any other applicable federal laws, regulations, requirements, and guidance prohibiting discrimination.

40. SAM Registration and DUNS Number:

The Grantee is responsible for maintaining an active SAM Registration and Data Universal Numbering System (DUNS) Number and ensuring that all SAM/DUNS information is current throughout the lifecycle of this Agreement, in accordance with 2 C.F.R. § 25.200(a)(2). If SAM/DUNS information becomes inactive, expired, or incorrect, the Grantee will not be able to do any grant-related business with FRA, including the obligation and/or payment of Federal grant funds, and FRA may take appropriate action to terminate this Agreement, in accordance with the terms of this Agreement.

41. Freedom of Information Act:

The FRA is subject to the Freedom of Information Act (FOIA). The Grantee should, therefore, be aware that all applications and related materials submitted by the Grantee related to this Agreement will become agency records and thus are subject to FOIA and to public release through individual FOIA requests.

42. Text Messaging While Driving:

The Grantee is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies that bar text messaging while driving company-owned or –rented vehicles, or government-owned, leased, or rented vehicles or privately-owned vehicles when on official government business or when performing any work for or on behalf of the government. *See* Executive Order 13513 "Federal Leadership on Reducing Text Messaging While Driving," Oct. 1, 2009 (available at http://www.gpo.gov/fdsys/pkg/FR-2009-10-06/pdf/E9-24203.pdf) and DOT Order 3902.10 "Text Messaging While Driving," Dec. 30, 2009, as implemented by Financial Assistance Policy Letter (No. FAP- 2010-01, Feb. 2, 2010, available at http://www.dot.gov/sites/dot.dev/files/docs/FAPL_2010-01.pdf. This includes, but is not limited to, the Grantee:

- considering new rules and programs or re-evaluating existing programs to prohibit text messaging while driving;
- conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving; and
- encouraging voluntary compliance with the agency's text messaging policy while off duty.

The Grantee is encouraged to insert the substance of this clause in all assistance awards.

Where a Grantee is located within a state that already has enacted legislation regarding texting while driving, that state's law controls and the requirements of this section will not apply to or be a part of this Agreement.

PART IV. GOVERNING LAWS AND REGULATIONS

43. Governing Laws and Regulations:

a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The Grantee acknowledges and agrees that its performance will be governed by and in compliance with this Agreement, 2 C.F.R. §§ 200 – 200.521, including Appendices I – XI, and DOT's implementing regulations at 2 C.F.R. Part 1201.

b. Application of Federal, State, and Local Laws and Regulations.

   1) Federal Laws and Regulations. The Grantee understands that Federal laws, regulations, policies, and related administrative practices in place on the date this

Agreement was executed may be modified from time to time. The Grantee agrees that the most recent of such Federal requirements will govern the administration of this Agreement at any particular time, except if there is sufficient evidence in this Agreement of a contrary intent. Likewise, new Federal laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed and may apply to this Agreement. To achieve compliance with changing federal requirements, the Grantee agrees to include in all subawards and contracts financed with all or part of the Federal Contribution under this Agreement, specific notice that Federal requirements may change and the changed requirements will apply to the Project, as required. All limits or standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements.

2) State, Territorial Law and Local Law. Except to the extent that a Federal statute or regulation preempts state, territorial, or local law, nothing in this Agreement will require the Grantee to observe or enforce compliance with any provision thereof, perform any other act, or do any other thing in contravention of any applicable state, territorial, or local law; however, if any of the provisions of this Agreement violate any applicable state, territorial, or local law, or if compliance with the provisions of this Agreement would require the Grantee to violate any applicable state, territorial, or local law, the Grantee agrees to notify the FRA immediately in writing in order that FRA and the Grantee may make appropriate arrangements to proceed with the Project.

3) The Grantee is required to comply with all applicable Federal laws, regulations, executive orders, policies, guidance, and requirements as they relate to the application, acceptance, and/or use of funds under this Agreement which may include, but are not limited to those referenced in this Agreement.

c. Environmental Protection. In addition to complying with the requirements described in Section 23 of this Attachment, the Grantee will ensure that all work conducted under this Agreement complies with all applicable laws, regulations, executive orders, and policies related to environmental protection and historic preservation, including, but not limited to: Section 114 of the Clean Air Act (42 U.S.C. § 7414); and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. § 1318).

Consolidated Rail Infrastructure and Safety Improvements Clauses
Attachment 1A

The Grantee agrees to comply with the clauses in this Attachment 1A according to its terms. Consistent with 49 U.S.C. § 22905(e), clauses (c) through (h) do not apply to: 1) commuter rail passenger transportation (as defined in 49 U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right of way and facilities under current law.

a. Federal Contribution

The Federal share of total Project costs shall not exceed 80 percent.

b. Performance Measures

Grantee agrees to measure and report on the performance measures as stated in Attachment 5.

c. Buy America

In lieu of Section 37 of Attachment 1 to this Agreement, the Grantee agrees to comply with the Buy America provisions set forth in 49 U.S.C. § 22905(a) for the Project.

Additional guidance on compliance with the Buy America provisions is available on FRA's website at: http://www.fra.dot.gov/Page/P0185.

d. Operators Deemed Rail Carriers

The Grantee recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided by this Agreement will be considered a "rail carrier" as defined by 49 U.S.C. § 10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 *et seq.*); the Railway Labor Act (45 U.S.C. § 151 *et seq.*); and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 *et seq.*). The Grantee agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

e. Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1):

(1) If Grantee is the railroad that owns the rights-of-way used by the Project funded by this Agreement, then Grantee agrees that: the infrastructure capacity is adequate to accommodate both existing and future freight and passenger rail operations resulting from the Project, as applicable; railroad collective bargaining agreements with the Grantee's employees

(including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the Grantee on the Project; and the Grantee will comply with liability requirements consistent with 49 U.S.C. § 28103.

(2) If Grantee is not the railroad owning all of the rights-of-way used by the Project funded by this Agreement, then Grantee represents that it has entered into a written agreement with the railroad(s) owning rights-of-way used by the Project funded by this Agreement, which includes: compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations resulting from the Project; an assurance by the railroad(s) that collective bargaining agreements with the railroad's employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance of compliance with liability requirements consistent with 49 U.S.C. § 28103.

f. Labor Protective Arrangements

In accordance with 49 U.S.C. § 22905(c)(2)(B), if the Project uses rights-of-way owned by a railroad, then Grantee will ensure compliance with the protective arrangements that are equivalent to the protective arrangements established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 45 U.S.C. § 836, with respect to employees affected by actions taken in connection with the Project financed in whole or in part by this Agreement.

g. Davis-Bacon and Related Acts Provisions

In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project uses rights-of-way owned by a railroad, then, the Grantee will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C.§ 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

h. Replacement of Existing Intercity Passenger Rail Service

If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

Attachment 2

STATEMENT OF WORK

City of Gulfport, Mississippi

All Aboard the Safety Train PE/NEPA Project
Consolidated Rail Infrastructure and Safety Improvements (CRISI) Grant Program, Fiscal Year 2017

1.0 AUTHORITY

Authorization	Section 11301 of the Fixing America's Surface Transportation Act, Public Law 114–94 (2015); 49 U.S.C. 22907
Funding Authority/Appropriation	Consolidated Appropriations Act, 2017, Div. K, Tit I, Public Law 115–31
Notice of Funding Opportunity (NOFO)	Notice of Funding Opportunity for Consolidated Rail Infrastructure and Safety Improvements for Fiscal Year 2017, 83 FR 7528 (February 21, 2018)

2.0 BACKGROUND

This Agreement funds the development and completion of preliminary engineering and National Environmental Policy Act (NEPA) documents for the replacement of the dual gate configuration with a four-quadrant gate, a concrete median crossing signal system, and separate pedestrian gate at the U.S. Highway 49 (a.k.a 25th Avenue) - 15th Street grade crossing (the "Project" as further described herein). To the extent there is a conflict between Attachment 1 and this Attachment 2, Attachment 1 governs.

In response to the NOFO, the City of Gulfport ("City" or "Grantee") submitted an application requesting $58,800 to supplement the $61,200 in funds from the City that was pledged to complete the Project. On February 8, 2019, FRA announced up to $58,800 would be available for the Project.

If constructed, the grade crossing improvements would enhance the safety of vehicular and pedestrian traffic in the City. The U.S. 49 - 15TH Street grade crossing has 23 train routes scheduled to run across it each day with 4 trains running during the day and 19 trains during the night. Furthermore, there are 25 active crossings throughout the City, and the U.S. 49 – 15th Street crossing experiences the heaviest traffic.

In the last ten years, 44 accidents occurred at this highway-rail grade crossing resulting in a cost of $9.3 million to the Grantee and CSX Transportation (CSX), the Class I owner and operator of the rail line, and hours of delays for CSX. A four-quadrant gate with a concrete median crossing system and separate pedestrian gate would ensure a safer crossing for vehicular and pedestrian traffic by eliminating the ability for cars to go around lowered gates.

The crossing is about one block east of the Gulfport Depot (built in 1904), the train station that formerly served intercity passenger rail service. The most recent passenger rail service was terminated in August 2005 when the tri-weekly Los Angeles-New Orleans-Orlando Sunset Limited route was suspended as a result of the damage to the rail line caused by Hurricane Katrina. The Project location and Depot are within the Gulfport Harbor Square Commercial Historic District (District), which contains many retail establishments and businesses in a pedestrian-friendly environment. The District is within the Gulfport Main Street District, the City's thriving entertainment district which covers the waterfront from just east of 18th Avenue to 36th Avenue, including the Jones Park area, and north to Pass Road.

3.0 GENERAL OBJECTIVE

The objective of the Project is to complete PE and NEPA for a new four quadrant gate with a concrete median crossing signal system and separate pedestrian gate. If built, the new gate system will improve the safety of the nearly 49,000 vehicles that travel this route daily and the increasing number of pedestrians that walk the downtown area. This gate system, if constructed, would also be a critical step in implementing a "quiet zone", a long-awaited goal for the Grantee and its residents that live along this railway.

Through this Project, the City will complete the initial work necessary to progress to final design and construction of grade crossing improvements that will address the following safety concerns:

- Prevent motorists driving around crossing arms;
- Eliminate risky behavior and motor vehicle violations;
- Improve occasional inconsistent or excessively long advance warning times; Limit motorists bypassing the crossing via north alley and 15th Street parallel and adjacent to tracks; and,
- Improve line of sight for vehicles where existing conditions currently limit line of sight.

4.0 PROJECT LOCATION

The crossing that is the subject of the Project is located at the intersection of U.S. 49 and 15th Street. This US DOT Crossing Inventory number is 340235X, and the railroad milepost is 000-0739.280.

5.0 DESCRIPTION OF WORK

Task 1: Project Administration

Project Administration includes work that is necessary for the Grantee to manage this Project. The Grantee intends to procure and execute an agreement with a contractor to complete Tasks 2 and 3 described below.

For this initial task, the Grantee will prepare a detailed project work plan, budget, and schedule (Work Plan) for the following tasks, which may result in amendments to this Agreement. The Work Plan will describe, in detail, the activities and steps necessary to complete the tasks outlined in the

Statement of Work. In addition, the Work Plan will include the Project schedule (with Grantee and agency review durations), and it will be consistent with the Approved Project Budget but will provide a greater level of detail. The Work Plan will also include information about the project management approach (including team organization, team decision-making, roles and responsibilities and interaction with FRA), as well as address quality assurance and quality control procedures. The Work Plan will also identify any studies to be conducted as part of the environmental review and evaluation process. The Work Plan will be reviewed and approved by the FRA.

The Grantee will perform the close-out process for the Project. This process includes making the final checks on contractor work, if applicable, collecting and checking final documentation, and making final payment. The Grantee will submit a Final Performance Report, along with other final reports as required under this Agreement, to the FRA within 90 days of the Project Performance Period end date. The Final Performance Report will describe the cumulative activities of the project, including a complete description of the Grantee's achievements with respect to the project objectives and milestones, overall budget/financial status, benefits obtained from the grant, and service outcomes.

Task 1 Deliverables:

- Detailed Work Plan
- Final Performance Report

Task 2: Environmental Review

The Grantee will complete, and submit to FRA for approval, the documentation FRA determines is necessary to comply with the National Environmental Policy Act (NEPA) and related environmental laws (collectively, "environmental documentation"). The Grantee will submit to FRA a Project description, appropriate Project maps, and any other relevant background information, which will later be incorporated into the environmental documentation. This information may be submitted with the Work Plan described in Task 1 above. FRA will use this documentation to make a NEPA class of action determination and provide the Grantee with additional direction regarding the required environmental documentation. The Grantee will submit for FRA approval an environmental schedule for the completion of the environmental documentation. Once FRA approves the environmental schedule, the Grantee will complete all required environmental documentation.

Task 2 Deliverables:

- Environmental Schedule
- Draft NEPA documentation
- Final NEPA documentation
- Environmental Permits, if applicable

Task 3: Preliminary Engineering (PE) (30% Design)

The Grantee will prepare, or cause to be prepared, the 30% PE documents described below for FRA approval. The PE will consist of all steps required to develop construction plans, specifications, and engineer's construction cost estimate and construction schedule (schedule can be general, in Month 1, Month 2, etc. format since this is not a construction project).

- The Grantee will prepare design plan drawings showing, as applicable, existing right-of-way limits along with railroad ownership; a statement (on the construction plan set) that describes what design criteria and specifications the project is constructed to; track centers, track speeds; and public and private at-grade crossings. For additional quiet zone preparation, the Grantee should include in the plan consideration of Constant Warning Time and the Power-off Indicating Light components which will be required as part of the future signaling upgrade, per FRA's Quiet Zone requirements for use of locomotive horns at public crossings as stated in 49 CFR Part 222.
    - For four-quad gates, Grantee will install separate pedestrian gates at each respective quadrant that lower simultaneously with the vehicular and pedestrian entrance gates. Using the vehicular exiting gate as a pedestrian function for sidewalks is not recommended due to engineering best practices.
    - The Grantee will document consideration of supplementing the crossing with the installation of pedestrian swing gates to enable pedestrians on the crossing a means of egress to exit the crossing.
    - The Grantee will document consideration of the installation of fencing or other means of channelization to deter pedestrians from circumventing the gates.
    - The Grantee will take into consideration any highway-rail grade crossing track circuit systems on Kansas City Southern's (KCS) railroads, which are in the vicinity, to ensure compatibility.
- The Grantee will ensure that design submittals include: a title sheet identified with a drawing revision number or date; an index identifying various plan sheets comprising the drawing set; and a legend of symbols or abbreviations.
- The Grantee will conduct a full topographic and property survey noting all the physical characteristics and types and condition of equipment within the proposed project limits. right-of-way and adjacent property ownership will be identified.
- The Grantee will coordinate an onsite diagnostic assessment with representatives from the Mississippi DOT (MDOT), FRA's Region 3 Safety Office, the City's Engineering and Public Works Departments, CSX, KCS, and all other stakeholders. The Grantee will prepare a Diagnostic Safety Report that is based on the onsite assessment and will submit a copy to FRA. The topographic and property survey and onsite diagnostic assessment will evaluate characteristics of the crossing including all records for the crossing, including accident history. Any deficiencies or needs for upgrades in advance warning devices, pavement markings, pedestrian sidewalks, fencing from the sidewalks along the alley ways, consideration for median crossing gates, and crossing surfaces will be noted. Consideration for dynamic mode exit gate management system should be discussed.
- Design plan development will be based on the recommendations and findings from the onsite diagnostic assessment and topographic survey. The governing standard specifications will be as approved by FRA, and project specific supplement provision will be developed for incorporation into the contract documents.

- The Grantee must submit to FRA for review and comment the 30% design phase for the grade crossing design plan, including the railroad signal circuitry plans. The typical layout of the grade crossing design plans is scaled maps or aerial photography of existing conditions with proposed improvements shown at a scale of one inch = 100 ft.
- The Grantee will obtain signature approval on the PE cover sheet by all stakeholders (Grantee, MDOT, CSX, and KCS as necessary), or another concurrence notification deemed appropriate by FRA, impacted by the Project. The PE cover sheet must be stamped by a professionally licensed engineer in the state of Mississippi.

Task 3 Deliverables:

- 30% PE Set that includes Diagnostic Survey; Topographic and Property Survey; and Construction Plans, Specifications, Schedule and Cost Estimates
- Onsite Diagnostic Safety Report

6.0 PROJECT COORDINATION

The Grantee will perform all tasks required for the Project through a coordinated process, including all railroad owners, operators, and funding partners:

- CSX
- KCS
- MDOT
- Gulf Regional Planning Commission
- FRA

7.0 PROJECT MANAGEMENT

The Grantee is responsible for facilitating the coordination of all activities necessary for implementation of the Project. Upon award of the Project, the Grantee will monitor and evaluate the Project's progress through regular progress meetings scheduled throughout the Project's duration. The Grantee will:

- Participate in a project kickoff meeting with FRA
- Hold regularly scheduled Project meetings with FRA
- Review and approve, as specified in Section 5 above, work as it is completed
- Review and approve invoices as appropriate for completed work
- Perform Project close-out audit to ensure contractual compliance and issue close-out report
- Submit to FRA all required Project deliverables and documentation on-time and according to schedule, including periodic receipts and invoices
- Comply with all FRA Project reporting requirements, including, but not limited to, providing the following information in the quarterly progress reports, which may also address performance measurement reporting:
    a. Status of project by task breakdown and percent complete
    b. Changes and reason for change in project's scope, schedule and/or budget
    c. Description of unanticipated problems and any resolution since the immediately preceding progress report
    d. Summary of work scheduled for the next quarter
    e. Updated Project schedule

- Read and understand the Terms and Conditions of this Agreement (Attachment 1)
- Notify FRA of changes to this Agreement that require written approval or modification to the Agreement

Attachment 3

DELIVERABLES AND APPROVED PROJECT SCHEDULE

City of Gulfport, Mississippi
All Aboard the Safety Train PE/NEPA Project

The Project Performance Period will be as indicated in sections 4 and 5 on the Grant Agreement cover page (page 1). Unless otherwise approved, requests for extensions of the Project Performance Period must be submitted not later than 90 days before the end of the Project Performance Period, consistent with Section 4(b) of Attachment 1.

APPROVED PROJECT SCHEDULE			
TASK #	**ACTIVITY**	**ESTIMATED START DATE**	**ESTIMATED COMPLETION DATE**
1	Project Administration	Continuous for the Grant Duration	
1	Final Performance Report	Within 90 days of grant closeout period	
2	Environmental Review	11/01/2019	7/31/2020
3	Preliminary Engineering	11/01/2019	7/31/2021

The deliverables associated with this Agreement are listed below. The Grantee must complete these deliverables to FRA's satisfaction in order to be authorized for funding reimbursement and for the Project to be considered complete.

Task#/ Subtask #	DELIVERABLE NAME	DUE DATE
1	Detailed Project Work Plan and Project Agreement, and Project Agreement	Within 30 days of agreement execution date
1	Final Performance Report	Submitted within 90-day closeout period
2	Draft NEPA document	5/01/2020
2	Final NEPA document	7/31/2020
3	Onsite Diagnostic Safety Report	11/30/2020
3	30% PE Set (Diagnostic Survey, Topographic Survey, Design	4/30/2021

Attachment 4

APPROVED PROJECT BUDGET

City of Gulfport, Mississippi
All Aboard the Safety Train PE/NEPA Project

The total estimated cost of the Project is $120,000, for which the FRA grant will contribute up to 49% of the total Project cost, not to exceed $58,800. The Grantee's Non-Federal Contribution is comprised of cash contributions only. Any additional expense required beyond that provided in this Agreement to complete the Project will be borne by the Grantee.

Project Estimate by Task

Task #	Task Name	Federal (FRA) Contribution	Non-Federal Contribution	Total Cost
1	Project Administration	$2,940	$3,060	$6,000
2	Environmental Review	$5,880	$6,120	$12,000
3	Preliminary Engineering	$49,980	$52,020	$102,000
	Total Project Cost	**$58,800**	**$61,200**	**$120,000**

Revisions to the Approved Project Budget will be made in compliance with Attachment 1 of this Agreement. The Grantee will allocate expenditures, by Federal and Non-Federal Contributions, when seeking reimbursement from FRA.

Project Budget by Source

.Funding Source	Project Contribution Amount	Percentage of Total Project Cost
Federal Contribution	$58,800	49.00%
Non-Federal Contribution	$61,200	51.00%
TOTAL PROJECT COST	**$120,000**	**100.00%**

Attachment 5

PERFORMANCE MEASURES

City of Gulfport, Mississippi

All Aboard the Safety Train PE/NEPA Project

The table below contains the performance measures that this Project is expected to achieve. These performance measures will enable FRA to assess Grantee's progress in achieving strategic goals and objectives. The Grantee will report on these performance measures per the frequency and duration specified in the table.

Upon Project completion, Grantee will submit reports comparing the Actual Project Performance of the new and or improved asset(s) against the Pre-Project (Baseline) Performance and Expected Post-Project Performance as described in Table 1 below. Grantee need not include any analysis in addition to the described data; however, Grantee is welcome to provide information explaining the reported data. Grantee will submit the performance measures report to the Regional Manager in accordance with Table 1 below.

Performance Measure	Description of Measure	Measurement	Reporting
Completion of NEPA documents/deliverables (Task 3)	Grantee completes all environmental documentation funded by the Project according to the timeframes established in the environmental schedule.	**Pre-Project (Baseline) Performance as Project performance period start date (see page 1 of this Agreement):** Not applicable, since no document completed.	**Actual Project Performance After Project Completion:** Completion of the environmental documents consistent with the environmental schedule.
			Frequency: At applicable milestones, as defined in the project schedule.
		Expected Post-Project Performance: Yes; document completed	**Duration:** Through completion of the environmental documentation.

		according to environmental schedule	

Performance Measure	Description of Measure	Measurement	Reporting
Completion of PE and Design documents/deliverables (Task 4)	PE and design materials funded by the Project contains the information described in Attachment 2 – Statement of Work and all related deliverables are successfully completed and accepted by FRA	**Pre-Project (Baseline) Performance as Project performance period start date (see page 1 of this Agreement):** Not applicable, since no document completed.	**Actual Project Performance After Project Completion:** Acceptance of the PE deliverable consistent with requirements of the grant agreement. **Frequency:** During period of performance
		Expected Post-Project Performance: Yes; document completed.	**Duration:** One time

City of Gulfport

Budget Amendment Request

Fund Name	General	Date	10/29/19
Department #	345	Budget Entry #	2020-12
Department Name	Public Works		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel	-	-	-	-
Supplies	-	-	-	-
Other Services	-	-	-	-
Capital	24,119,894	(3,786,407)	-	20,333,487
Total	24,119,894	(3,786,407)	-	20,333,487

The Department of Public Works is requesting a Budget Amendment to internally transfer $11,200 from the amount budgeted for the Downtown Gulfport Train Depot project to the Quad Gates at Highway 49 and CSX Railroad project.

Amendment # 2020-12

MEMORANDUM – CITY OF GULFPORT

Date: **OCTOBER 25, 2019**

To: **Mayor Billy Hewes**
City Council Members

From: **Greg Pietrangelo, Director**
Department of Urban Development

Re: **Resolutions Awarding Bids For Lot Clean-Up and/or Demolitions 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 5th Day Of November, 2019.**

Please place the attached item on the above referenced council agenda for resolutions awarding bids.

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Mary Collins, Procurement Specialist

Date: October 29, 2019

Re: Privilege Licenses Issued
September 1-30, 2019

Attached is a report of the privilege licenses issued by the City of Gulfport for the period of September 1-30, 2019 per Mississippi Code §Ann.27-17-501 to be spread on the minutes

It is my recommendation to accept this report. Thank you for your consideration

PRIVILEGE LICENSE ISSUED
SEPTEMBER 1-30, 2019

Customer	Customer Address	Amount	Post Date
TAX ENTERPRISE	11340 THREE RIVERS RD #B	$1.60	09/04/2019
PAUL MATHERNE MD	1924 E PASS RD	$2.40	09/10/2019
J'S CLEANING SERVICE	102 FORE ST	$1.60	09/10/2019
POSTWOOD HOMES	P O BOX 4984	$1.60	09/10/2019
SNOW BOOGERS	964 CITY BRIDGE RD	$25.00	09/12/2019
SNOW BOOGERS	964 CITY BRIDGE RD	$25.00	09/12/2019
CARTERS PAINTING & DRYWALL	24 YORKSHIRE PKWY	$22.00	09/13/2019
RHODES REALTY	P O BOX 762	$20.00	09/13/2019
GRAYSTONE LOCKSMITHS & SAFE CO	P O BOX 8062	$1.60	09/13/2019
GRAYSTONE LOCKSMITHS & SAFE CO	P O BOX 8062	($1.60)	09/13/2019
GRAYSTONE LOCKSMITHS & SAFE CO	P O BOX 8062	$1.60	09/13/2019
AFFORDABLE DENTURES DENTAL LABORATORIES	629 DAVIS DR STE 300	$33.00	09/14/2019
COOPER'S BAYOU VIEW SERVICE STATION	P O BOX 6266	$33.00	09/14/2019
HUMAN RESOURCES ONE LLC	12469 RED FOX DRIVE	$22.00	09/14/2019
JOHNSON PAINT BODY & COLLISION	1701 28TH ST UNIT J	$20.00	09/14/2019
KRISPY KREME DOUGHNUT	9347 HIGHWAY 49	$108.90	09/14/2019
M K BATTERY	14231 SEAWAY RD BLDG C # 4	$62.50	09/14/2019
PERFECTION BARBER & BEAUTY	P O BOX 8522	$20.00	09/14/2019
CGR ENTERPRISE LLC	832 MAMIE DR	$10.00	09/14/2019
GLASS SOLUTIONS	1621 29TH AVE	$24.90	09/14/2019
SNYDERS REEFER & TRAILER REPAIR	2809 34TH AVE STE C	$11.60	09/14/2019
VENICE BOUTIQUE	10000 FACTORY SHOPS BLVD #770	$11.60	09/14/2019
DEES SPOT LLC	828 PASS RD UNIT C	$11.60	09/14/2019
PYRAMID RENOVATIONS	1120 36TH ST	$11.60	09/14/2019
CYPRESS BAY MOBILE HOME PARK	P.O. BOX 6220	$10.00	09/14/2019
CARDINAL OAKS MOBILE HOME PARK	P.O. BOX 6220	$10.00	09/14/2019
CARDINAL OAKS MOBILE HOME PARK	P.O. BOX 6220	$10.00	09/14/2019
DSLD TITLE	14231 SEAWAY RD #5002	$10.00	09/14/2019
VERA BRADLEY AT GULFPORT PREMIUM OUTLETS	10560 FACTORY SHOP BLVD	$74.42	09/14/2019
Z TRIP	109 E 34TH ST	$5.00	09/14/2019
ENCOMPASS HEALTH HOSPICE OF THE GULF COA	P O BOX 380546	$8.25	09/14/2019
PAT PECK NISSAN	9480 HIGHWAY 49	$150.00	09/17/2019
CONTRACT SERVICES	2820 20TH AVE UNIT 7	$1.60	09/17/2019

PRIVILEGE LICENSE ISSUED

SEPTEMBER 1-30, 2019

LEE LEE HANDMAN SERVICE	12462 ONEAL RD	$1.60	09/19/2019
BOOSE BROTHERS CONSTRUCTION	2506 MLK BLVD	$1.60	09/19/2019
BLUSH BOUTIQUE	4613 REDSTART DR	$1.60	09/19/2019
MONET ON THE ROCKS	2224 17TH ST	$1.60	09/19/2019
BY THE SLICE	14086 DEDEAUX RD	$1.60	09/19/2019
COASTAL REALTY GROUP	9230 OLD LORRAINE RD	$1.60	09/19/2019
DISCOUNT EVENT WAREHOUSE	1807 PASS RD	$1.60	09/19/2019
UNITED RENTALS	14411 CREOSOTE RD	$1.60	09/23/2019
CHEERS LOUNGE II	2 LEXINGTON PL	$1.60	09/23/2019
DOLCE CAFE	112 W 3RD ST	$1.60	09/23/2019
TWO DAMES & A DUSTER	15397 WOODY DR	$1.60	09/23/2019
HEALING GARDEN THERAPIES	12100 HWY 49, BLDG 705 & 706	$1.60	09/24/2019
T SMITH REAL ESTATE	15 SHADY LANE	$1.60	09/24/2019
T SMITH REAL ESTATE	15 SHADY LANE	$20.00	09/24/2019
COASTAL TAX SERVICE	1302 PASS ROAD	$20.00	09/24/2019
H & M INVESTIGATIONS	632 SOUTH SHERWOOD DR	$20.00	09/25/2019
TERESA TIDY CLEANING	1614 RICH AVE	$22.00	09/25/2019
GOOD SHEPHERD CHRISTIAN ACADEMY	80 48TH ST	$6.00	09/25/2019
FLORAL HILLS MEMORIAL GARDENS	P O BOX 10080	$2.40	09/26/2019
HPI PLANTATION	2 HUNTLEY RD	$2.40	09/27/2019
HPI PLANTATION	2 HUNTLEY RD	($2.40)	09/27/2019
HPI PLANTATION	2 HUNTLEY RD	$2.40	09/27/2019
CLIFFANN ENTERPRISES	2401 33RD STREET	$20.00	09/27/2019
B & B LOUNGE	4709 ARKANSAS AVE	$2.80	09/30/2019
TERROR ON THE COAST	3920 GILES RD	$1.60	09/30/2019
METRO WINGS	157 HARDY COURT	$1.60	09/30/2019
MARKS 247 LAUNDRY	1719 N 9TH AVE	$1.60	09/30/2019
PATHGROUP NASHVILLE LLC	3451 C WASHINGTON AVE	$1.60	09/30/2019
ALL PURPOSE CLEANING SERVICE	921 MONET STREET	$20.00	09/30/2019
TOTAL		$923.57	

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Mary Collins, Procurement Specialist

Date: October 22, 2019

Re: Mini Lights
Leisure Services Department / Harbor Lights Winter Festival
Bids Received in Purchasing 10/16/19

I have reviewed the bids received on the above referenced item and recommend acceptance of the lowest and best bid as submitted by Universal Concepts for a total bid amount of $11,869.20.

I have issued Purchase Order #207244 accordingly and respectfully request you make this a part of the minutes.

Thank you for your consideration.

Mini Lights /Harbor Lights Winter Fesitval

10/16/2019

PO #207244

Leisure Services Department

Description	QTY	Universal Concepts		Elysium Services		LGF Enterprises	
		UNIT	*EXT.*	*UNIT*	*EXT.*	*UNIT*	*EXT.*
Mini Lights Led 5MM-70SWW							
Mini Lights, Led, Green Wire w/Rectifier	1080	$10.99	$11,869.20	$12.25	$13,230.00	$12.50	$13,500.00
5MM, 70LITE, Warm White, 4"Spacing							
TOTAL:			$11,869.20		$13,230.00		$13,500.00

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Terri Goad, Procurement Specialist

Date: October 16, 2019

Re: 6 "Concrete Pathway Westside of Jones Park
Leisure Services Department
Bids Received in Purchasing 10/11/19

I have reviewed the bids received on the above referenced item and recommend acceptance of the lowest and best bid as submitted by Landmark Contracting Inc. for a total bid amount of $17,833.05.

I have issued Purchase Order #207158 accordingly and respectfully request you make this a part of the minutes.

Thank you for your consideration.

6 " Concrete Pathway on Westside

10/16/2019

PO # 207158

Leisure Services Department/Gulfport Harbor Jones Park

Description	Landmark Contracting Inc.	Mike Holmes Construction	Gibson Maintenance LLC.
6" Concrete Pathway Reinforced with thick edges, Prepare Area for Pathway to include removal of Brick, Pavers, cutting of brick pavers, strip grade and backfill, Site Work Excavate and Place Fill as Needed, Demo existing pavers and concrete include removal of materials, form, pour, finish and curing of concrete.	$ 17,230.00	$ 19,000.00	$ 19,760.00
MPC TAX:	$ 603.05	$ 1,330.00	$ 691.60
TOTAL:	**$ 17,833.05**	**$ 20,330.00**	**$ 20,451.60**

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Mary Collins, Procurement Specialist

Date: October 29, 2019

Re: Portable Restrooms
Leisure Services Department / Harbor Lights Winter Festival
Bids Received in Purchasing 10/25/2019

I have reviewed the bids received on the above referenced item and recommend acceptance of the lowest and best bid as submitted by Waste Pro Of Mississippi for a total bid amount of $31,077.20.

I have issued Purchase Order #207345 accordingly and respectfully request you make this a part of the minutes.

Thank you for your consideration.

PO #207345

Quotes Received: 10/25/2019

Portable Restrooms- Harbor Christmas Lights Show

		Waste Pro of Mississippi		Jazzy Johnz		United Rentals Reliable Onsite Services	
Description	**Qty**	**Unit Price**	**Ext. Price**	**Unit Price**	**Ext. Price**	**Unit Price**	**Ext. Price**
Portable Restrooms for Women-Men & Handicap accessible units, with handwashing stations - Pumped out and cleaned daily - Technician on site Thursday, Friday & Saturday - Delivery November 29, 2019 & picked up January 2, 2020.	1	$ 31,077.00	$ 31,077.00	$ 51,440.25	$ 51,440.25	$ 102,050.00	$ 102,050.00
FREIGHT							
TOTALS			**$ 31,077.00**		**$ 51,440.25**	**$ -**	**$ 102,050.00**

10/29/201910:00 AM

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Mary Collins, Procurement Specialist

Date: October 23, 2019

Re: Envelopes
Water Department-Utility Billing
Bids Received in Purchasing 10/22/2019

I have reviewed the bids received on the above referenced item and find Clay's Print Shop to be the lowest and best bid as submitted for a total bid amount of $12,212.00.

I have issued Purchase Order #207278 accordingly and respectfully request you make this a part of the minutes. Please see attached tabulation sheet for your review

Thank you for your consideration.

Envelopes

Water Dept -Utility Billing

Bid Date: October 22, 2019

PO# 207278

Clay's Print Shop	
	Total Price
190,000 #9-24 Envelopes	$12,212.00
170,000 #10-24 Window Envelopes	
Total Cost	$12,212.00

Coast Printing Company	
	Total Price
190,000 #9-24 Envelopes	$13,057.00
170,000 #10-24 Window Envelopes	
Total Cost	$13,057.00

Competitve Printing	
	Total Price
190,000 #9-24 Envelopes	$13,321.00
170,000 #10-24 Window Envelopes	
Total Cost	$13,321.00

I certify that the above bid tabulation is a true and correct representation of the bid opening above time, date and place stated herein.

SCANNED

1st Judicial District
Instrument 2019 3854 D – J1
Filed/Recorded 6/ 7/2019 02:57 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

PERPETUAL DRAINAGE AND UTILITY EASEMENT

FOR AND IN CONSIDERATION of the sum of ONE and NO/100 Dollars ($1.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned **Grantors,**

ELLIS J. and JIMMIE E. CARTEE
10592 Laurelwood Drive
Gulfport, MS 39503
(228) 328-0338

do hereby grant, convey, assign, and transfer unto **Grantee,**

CITY OF GULFPORT, MISSISSIPPI
A Mississippi Municipal Corporation
2309 15th Street
Gulfport, Mississippi 39501
Telephone (228) 868-5811

a perpetual easement for construction, installation, operation and maintenance of a drainage and/or utility system over, across, and under the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

See Exhibit "A" and Exhibit "B" attached.

Grantors further grant unto the City of Gulfport and its employees and contractors a Right of Entry on Grantors' remaining and adjacent property for the purpose of construction and maintenance of said drainage and/or utility system. Any damage caused to Grantors' remaining and adjacent property as a direct result of the City's use of the Right of Entry will be repaired, as reasonably possible, to pre-damage condition.

INDEXING INSTRUCTIONS: **Lot 5, South Swam Country Estates, 2nd Addition**
First Judicial District, Harrison County, Mississippi

WITNESS MY SIGNATURE on this the 17th day of MAY, 2019.

Ellis J. Cartee
ELLIS J. CARTEE

Jimmie E. Cartee
JIMMIE E. CARTEE

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 17th day of MAY, 2019, ELLIS J. CARTEE, 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
RUTH E. ROCK
ID NO 119445
Commission Expires
03/09/2021
NOTARY PUBLIC
HARRISON COUNTY

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 17th day of MAY, 2019, JIMMIE E. CARTEE, 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)

STATE OF MISSISSIPPI
RUTH E. ROCK
ID NO 119445
Commission Expires
03/09/2021
NOTARY PUBLIC
HARRISON COUNTY

Exhibit "A"

Drainage and Utility Easement

AN EASEMENT SITUATED IN LOT 5, SOUTH SWAN COUNTRY ESTATES 2ND ADDITION, AS RECORDED IN PLAT BOOK 36, PAGE 57 AND SAID SUBDIVISON BEING WITHIN THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 28,TOWNSHIP 6 SOUTH, RANGE 11 WEST, CITY OF GULFPORT,FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND MORE PARTICULARILY DESCRIBED AS FOLLOWS:

POINT OF COMMENCMENT AND POINT OF BEGINNING BEING AN IRON ROD FOUND AT THE NORTHEAST CORNER OF LOT 5, SOUTH SWAN COUNTRY ESTATES,2ND ADDITION; THENCE SOUTH 00° 42' 00" EAST A DISTANCE OF 372.16 FEET TO AN IRON ROD FOUND AT THE ROAD RIGHT OF WAY OF LAURELWOOD DRIVE; THENCE ALONG SAID RIGHT OF WAY ON A CURVE TO THE RIGHT HAVING A CHORD BEARING NORTH 78° 37' 19" WEST, CHORD DISTANCE OF 15.34 FEET, RADIUS OF 94.0 FEET, AND A CURVE LENGTH OF 15.36 FEET, TO AN IRON ROD SET; THENCE NORTH 00° 42' 04" WEST A DISTANCE OF 369.07 FEET TO AN IRON ROD SET; THENCE NORTH 89° 44' 06" EAST A DISTANCE 15.0 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 0.13 ACRES +/-.

4

NOTES:

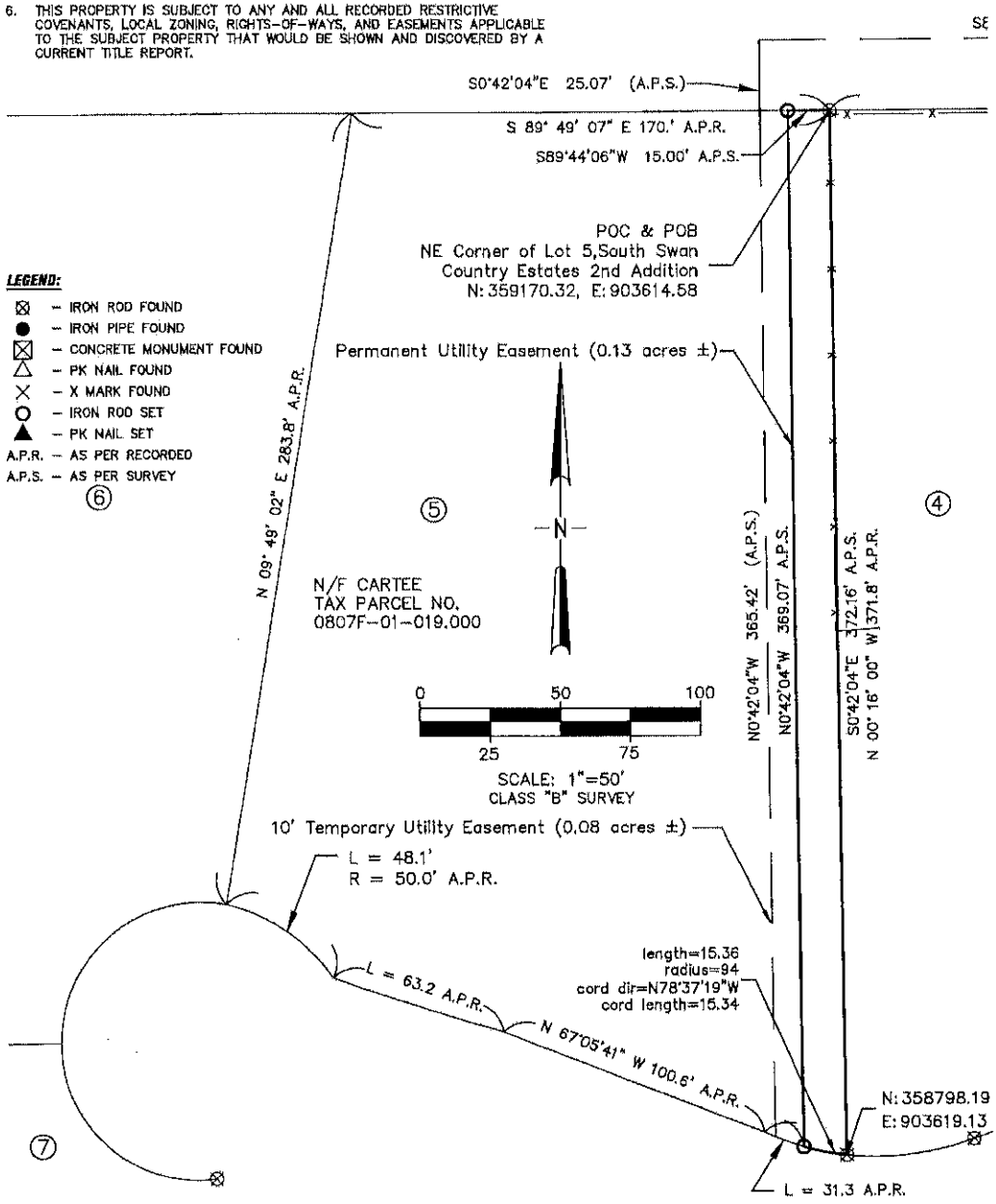
1. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT.
2. BEARINGS SHOWN HERON ARE DERIVED BY: GPS OBSERVATION.
3. COORDINATES HORIZONTAL DATUM: MISSISSIPPI STATE PLANE, EAST ZONE, NAD83
4. THIS SURVEY DOES NOT REFLECT THE EXISTENCE OR NON EXISTENCE OF WETLANDS.
5. THIS SURVEY FOR USE BY CITY OF GULFPORT TO ACQUIRE EASEMENT SHOWN.
6. THIS PROPERTY IS SUBJECT TO ANY AND ALL RECORDED RESTRICTIVE COVENANTS, LOCAL ZONING, RIGHTS-OF-WAYS, AND EASEMENTS APPLICABLE TO THE SUBJECT PROPERTY THAT WOULD BE SHOWN AND DISCOVERED BY A CURRENT TITLE REPORT.

REFERENCE MATERIAL:

1. SOUTH SWAN COUNTRY ESTATES, 2ND ADDITION PLAT BK 36, PAGE 57
2. SOUTH SWAN COUNTRY ESTATES, 3RD ADDITION PLAT BK 37, PAGE 52
3. DEED BK 1244 / PG 193

LEGEND:

- ⊠ – IRON ROD FOUND
- ● – IRON PIPE FOUND
- ⊠ – CONCRETE MONUMENT FOUND
- △ – PK NAIL FOUND
- × – X MARK FOUND
- O – IRON ROD SET
- ▲ – PK NAIL SET
- A.P.R. – AS PER RECORDED
- A.P.S. – AS PER SURVEY



THIS IS TO CERTIFY THAT I HAVE CAUSED A SURVEY TO BE MADE ON THE ABOVE DESCRIBED PROPERTY AND THAT SAID SURVEY TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DANIEL A. OVERSTREET
LICENSED PROFESSIONAL SURVEYOR
PS-3126
STATE OF MISSISSIPPI

8-1-2018

DANIEL A. OVERSTREET
MISSISSIPPI P.S. -3126
A. GARNER RUSSELL & ASSOCIATES
520 33RD STREET
GULFPORT, MS 39507
228-863-0667

DATE OF FIELD SURVEY: July 16, 21018

GARNER RUSSELL & ASSOCIATES, INC.
CONSULTING ENGINEERS
GULFPORT, MISSISSIPPI

DRAWN BY: KCP	
CHECKED BY: DO	
DATE: July 30, 2015	
FILE: 2070/easements	

EXHIBIT
B

1st Judicial District
Instrument 2019 1211 D – J1
Filed/Recorded 2/28/2019 03:25 P
Total Fees $ 12.00
4 Pages Recorded

REVIEWED

This Instrument prepared by and to be returned to:
Margaret Murdock, Esq.
City Attorney's Office
P.O. Box 1780
Gulfport, Mississippi 39502
(228) 868-5811

PERPETUAL DRAINAGE AND UTILITY EASEMENT

FOR AND IN CONSIDERATION of the sum of ONE and NO/100 Dollars ($1.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned **Grantor,**

GILLISPIE FAMILY REVOCABLE TRUST
15053 Whisperwood Drive
Gulfport, MS 39503
(228) 284-5793

does hereby grant, convey, assign, and transfer unto **Grantee,**

CITY OF GULFPORT, MISSISSIPPI
A Mississippi Municipal Corporation
2309 15th Street
Gulfport, Mississippi 39501
Telephone (228) 868-5811

a perpetual easement for construction, installation, operation and maintenance of a drainage and/or utility system over, across, and under the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

See Exhibit "A" and Exhibit "B" attached.

Grantor further grants unto the City of Gulfport and its employees and contractors a Right of Entry on Grantor's remaining and adjacent property for the purpose of construction and maintenance of said drainage and/or utility system. 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: **SE ¼ OF THE SE ¼ OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 11 WEST**, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI

WITNESS MY SIGNATURE on this the 28th day of FEBRUARY, 2019.

MICHAEL S. GILLISPIE, TRUSTEE **VICKY D. GILLISPIE, TRUSTEE**

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 28th day of FEBRUARY, 2019, MICHAEL S. GILLISPIE, Trustee, for and on behalf of the Gillispie Family Revocable Trust, 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)

STATE OF MISSISSIPPI
RUTH E. ROCK
ID NO. 119445
Commission Expires
03.09.2021
NOTARY PUBLIC
HARRISON COUNTY

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 28th day of FEBRUARY, 2019, VICKY D. GILLISPIE, Trustee, for and on behalf of the Gillispie Family Revocable Trust, 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:

3/9/2021

(SEAL)

STATE OF MISSISSIPPI
RUTH E. ROCK
ID NO 119445
Commission Expires
03.09.2021
NOTARY PUBLIC
HARRISON COUNTY

Exhibit "A"

Drainage and Utility Easement

A PARCEL OF LAND SITUATED IN THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND MORE PARTICULARILY DESCRIBED AS FOLLOWS:

POINT OF COMMENCMENT AND **POINT OF BEGINNING** BEING AN IRON ROD FOUND AT THE SOUTHWEST CORNER OF LOT 9, SOUTH SWAN COUNTRY ESTATES, 3RD ADDITION; THENCE SOUTH 89° 42' 32" WEST 210.19 FEET TO AN IRON ROD FOUND; THENCE SOUTH 89° 44' 06" WEST A DISTANCE OF 15.00 FEET TO AN IRON ROD SET; THENCE NORTH 00° 42' 04" WEST A DISTANCE OF 14.99 FEET; THENCE NORTH 89° 42' 32" EAST A DISTANCE 210.24 FEET TO AN IRON ROD SET; THENCE NORTH 00° 32' 45" WEST A DISTANCE OF 226.83 FEET TO AN IRON ROD SET; THENCE NORTH 34° 47' 36" WEST A DISTANCE OF 70.70 FEET TO AN IRON ROD SET; THENCE NORTH 55° 12' 24" EAST A DISTANCE OF 13.71 TO AN IRON ROD SET ON THE ROAD RIGHT OF WAY OF WHISPERWOOD DRIVE; THENCE ALONG SAID RIGHT OF WAY ON A CURVE TO THE LEFT HAVING A CHORD BEARING SOUTH 58° 50' 51" EAST, CHORD DISTANCE OF 51.07 FEET, RADIUS OF 50 FEET, AND A CURVE LENGTH OF 53.60 FEET, TO AN IRON ROD FOUND; THENCE SOUTH 00° 32' 45" EAST 281.22 A DISTANCE OF 281.22 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.19 ACRES +/-.

NOTES:

1. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT.
2. BEARINGS SHOWN HEREON ARE DERIVED BY: GPS OBSERVATION.
3. COORDINATES HORIZONTAL DATUM: MISSISSIPPI STATE PLANE, EAST ZONE, NAD83
4. THIS SURVEY DOES NOT REFLECT THE EXISTENCE OR NON EXISTENCE OF WETLANDS.
5. THIS SURVEY FOR USE BY CITY OF GULFPORT TO ACQUIRE EASEMENT SHOWN.
6. THIS PROPERTY IS SUBJECT TO ANY AND ALL RECORDED RESTRICTIVE COVENANTS, LOCAL ZONING, RIGHTS-OF-WAYS, AND EASEMENTS APPLICABLE TO THE SUBJECT PROPERTY THAT WOULD BE SHOWN AND DISCOVERED BY A CURRENT TITLE REPORT.

LEGEND:

- IRON ROD FOUND
- IRON PIPE FOUND
- CONCRETE MONUMENT FOUND
- PK NAIL FOUND
- X MARK FOUND
- IRON ROD SET
- PK NAIL SET

A.P.R. – AS PER RECORDED
A.P.S. – AS PER SURVEY

REFERENCE MATERIAL:

1. SOUTH SWAN COUNTRY ESTATES, 2ND ADDITION PLAT BK 36, PAGE 87
2. SOUTH SWAN COUNTRY ESTATES, 3RD ADDITION PLAT BK 37, PAGE 82
3. INSTRUMENT #2017-4800-9-J1

THIS IS TO CERTIFY THAT I HAVE CAUSED A SURVEY TO BE MADE ON THE ABOVE DESCRIBED PROPERTY AND THAT SAID SURVEY TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DANIEL A. OVERSTREET
PS 3126
STATE OF MISSISSIPPI

8-1-2018

DANIEL A. OVERSTREET
MISSISSIPPI P.S. -3126
A. GARNER RUSSELL & ASSOCIATES
520 33RD STREET
GULFPORT, MS 39507
228-863-0887
DATE OF FIELD SURVEY: July 18, 2018

N/F GILLISPIE FAMILY REVOCABLE TRUST
TAX PARCEL NO. 08D7F-01-006.002

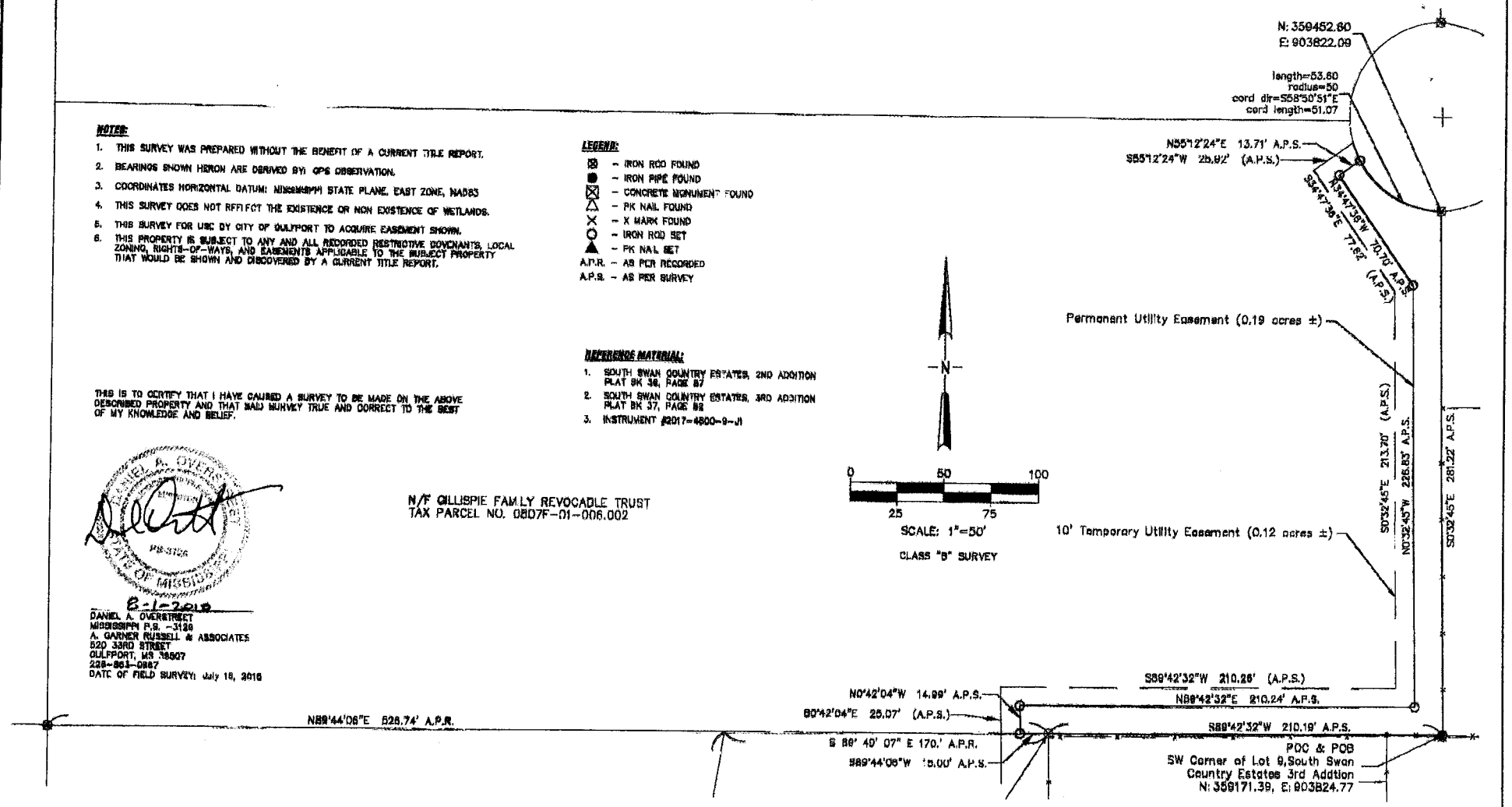


EXHIBIT B

GARNER RUSSELL & ASSOCIATES, INC.
CONSULTING ENGINEERS
GULFPORT, MISSISSIPPI

DRAWN BY: KCP	
CHECKED BY: DO	
DATE: 7-31-2018	
FILE: 2070/EASEMENTS	

4

1st Judicial District
Instrument 2018 8176 D –J1
Filed/Recorded 11/14/2018 01:30 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

UTILITY (WATER, SEWER, DRAINAGE) EASEMENT

FOR AND IN CONSIDERATION of the sum of THREE THOUSAND, SEVEN HUNDRED and NO/100 Dollars ($3,700.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned **Grantor,**

M&D, LLC
2555 Audubon Place
Biloxi, MS 39531
Telephone (228) 702-1065

does hereby grant, convey, assign, and transfer unto **Grantee,**

CITY OF GULFPORT, MISSISSIPPI
A Mississippi Municipal Corporation
2309 15th Street
Gulfport, Mississippi 39501
Telephone (228) 868-5811

a perpetual easement for construction, installation, operation and maintenance of a utility (water, sewer, 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.

Grantor further grants unto the City of Gulfport and its employees and contractors a Right of Entry on Grantor's remaining and adjacent property for the purpose of construction and maintenance of said utility system. 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: **NE ¼ of the SE ¼ of the NE ¼ of Section 3, Township 7 South, Range 11 West**, City of Gulfport, First Judicial District of Harrison County, Mississippi

WITNESS OUR SIGNATURES on this the 31st day of October, 2018.

MATTHEW McVADON, MEMBER

CHARLES JOSEPH DUGGAN IV, MEMBER

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 31 day of OCTOBER, 2018, MATTHEW McVADON, who acknowledged to me he is a member of M&D, LLC, and that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed after first being duly authorized to do so.

NOTARY PUBLIC

My Commission Expires:

3/9/2021

(SEAL)

STATE OF MISSISSIPPI
RUTH E. ROCK
ID NO. 119445
Commission Expires
03/09/2021
NOTARY PUBLIC
HANCOCK COUNTY

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 October, 2018, CHARLES JOSEPH DUGGAN IV, who acknowledged to me he is a member of M&D, LLC, and that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed after first being duly authorized to do so.

NOTARY PUBLIC

My Commission Expires:

March 24, 2020

(SEAL)

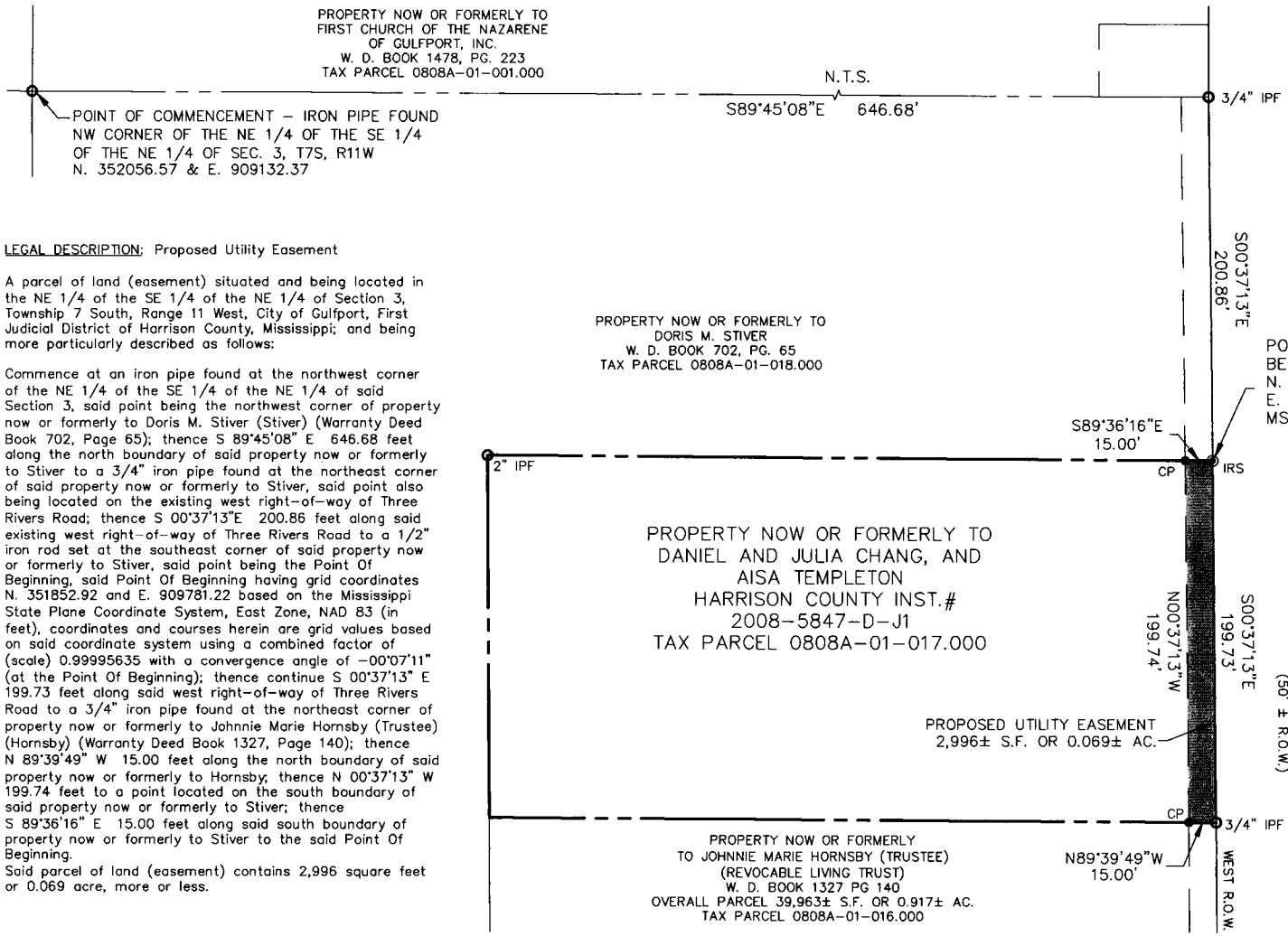
STATE OF MISSISSIPPI
PATTI G. PADGETT
ID NO. 115771
Commission Expires
03/24/2020
NOTARY PUBLIC
HARRISON COUNTY

Exhibit "A"

Utility (Water, sewer drainage) Easement

A parcel of land (easement) situated and being located in the NE 1/4 of the SE 1/4 of the NE 1/4 of Section 3, 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 iron pipe found at the northwest corner of the NE 1/4 of the SE 1/4 of the NE 1/4 of said Section 3, said point being the northwest corner of property now or formerly to Doris M. Stiver (Stiver) (Warranty Deed Book 702, Page 65); thence S 89°45'08" E 646.68 feet along the north boundary of said property now or formerly to Stiver to a 3/4" iron pipe found at the northeast corner of said property now or formerly to Stiver, said point also being located on the existing west right-of-way of Three Rivers Road; thence S 00°37'13"E 200.86 feet along said existing west right-of-way of Three Rivers Road to a 1/2" iron rod set at the southeast corner of said property now or formerly to Stiver, said point being the Point Of Beginning, said Point Of Beginning having grid coordinates N. 351852.92 and E. 909781.22 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) 0.99995635 with a convergence angle of -00°07'11" (at the Point Of Beginning); thence continue S 00°37'13" E 199.73 feet along said west right-of-way of Three Rivers Road to a 3/4" iron pipe found at the northeast corner of property now or formerly to Johnnie Marie Hornsby (Trustee) (Hornsby) (Warranty Deed Book 1327, Page 140); thence N 89°39'49" W 15.00 feet along the north boundary of said property now or formerly to Hornsby; thence N 00°37'13" W 199.74 feet to a point located on the south boundary of said property now or formerly to Stiver; thence S 89°36'16" E 15.00 feet along said south boundary of property now or formerly to Stiver to the said Point Of Beginning. Said parcel of land (easement) contains 2,996 square feet or 0.069 acre, more or less.



NORTH

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 = 0.99995635
Convergence Angle = −0°07'11"
(at the Point Of Beginning)

GRAPHIC SCALE

60 0 30 60

(IN FEET)
1 inch = 60 ft.

LEGAL DESCRIPTION: Proposed Utility Easement

A parcel of land (easement) situated and being located in the NE 1/4 of the SE 1/4 of the NE 1/4 of Section 3, 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 iron pipe found at the northwest corner of the NE 1/4 of the SE 1/4 of the NE 1/4 of said Section 3, said point being the northwest corner of property now or formerly to Doris M. Stiver (Stiver) (Warranty Deed Book 702, Page 65); thence S 89°45'08" E 646.68 feet along the north boundary of said property now or formerly to Stiver to a 3/4" iron pipe found at the northeast corner of said property now or formerly to Stiver, said point also being located on the existing west right-of-way of Three Rivers Road; thence S 00°37'13"E 200.86 feet along said existing west right-of-way of Three Rivers Road to a 1/2" iron rod set at the southeast corner of said property now or formerly to Stiver, said point being the Point Of Beginning, said Point Of Beginning having grid coordinates N. 351852.92 and E. 909781.22 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) 0.99995635 with a convergence angle of −00°07'11" (at the Point Of Beginning); thence continue S 00°37'13" E 199.73 feet along said west right-of-way of Three Rivers Road to a 3/4" iron pipe found at the northeast corner of property now or formerly to Johnnie Marie Hornsby (Trustee) (Hornsby) (Warranty Deed Book 1327, Page 140); thence N 89°39'49" W 15.00 feet along the north boundary of said property now or formerly to Hornsby; thence N 00°37'13" W 199.74 feet to a point located on the south boundary of said property now or formerly to Stiver; thence S 89°36'16" E 15.00 feet along said south boundary of property now or formerly to Stiver to the said Point Of Beginning.
Said parcel of land (easement) contains 2,996 square feet or 0.069 acre, more or less.

LEGEND

CP ● = computed point
IRF/IPF ○ = iron rod/pipe found
IRS ◉ = 1/2" iron rod set
N.T.S. = not to scale

NOTE: This survey "Class C" was made in accordance with the "Standards of Practice for Surveying in the State of Mississippi, August 1, 2015."

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

John Mark Otto
John Mark Otto, P.S.
MS. P.S. No. 02868
March 17, 2016

JOHN MARK OTTO
REGISTERED PROFESSIONAL
LAND SURVEYOR
PLS-2868
STATE OF MISSISSIPPI

THREE RIVERS & MAYS SEWER
DANIEL AND JULIA CHANG, AND AISA TEMPLETON
GULFPORT, MISSISSIPPI - DRAWING NAME: 3383-22-ES9N.DWG
PROPOSED UTILITY EASEMENT SURVEY

bma BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
www.bmaengineers.com

521 34th Street,
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

S:\3383\3383-22\ESMTS 2016\3383-22-ES9N.dwg/03-17-16/JMO

EXHIBIT
B

SCANNED

1st Judicial District
Instrument 2019 347 D – J1
Filed/Recorded 1/18/2019 11:46 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

REVIEWED

PERPETUAL UTILITY (WATER, SEWER, DRAINAGE) 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,**

CONGREGATION BETH ISRAEL
12277 Three Rivers Road
Gulfport, Mississippi 39503
Telephone: (228) 539-1655

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 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: South 1/2 of the SE 1/4 of the NE 1/4 of Section 3, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi

WITNESS MY SIGNATURE on this the 3 day of January, 2019.

LORI BETH SUSMAN, PRESIDENT
For and on behalf of Congregation Beth Israel

ATTEST:

RAYANNE WEISS, SECRETARY

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 3rd day of January, 2019, Lori Beth Susman, for and on behalf of Congregation Beth Israel, 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:
Feb. 22, 2019

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 111551
JESSICA WHITTINGTON
Commission Expires
Feb. 22, 2019
HANCOCK COUNTY

Exhibit "A"

Perpetual Utility Easement

A parcel of land (easement) situated and being located in the South 1/2 of the SE 1/4 of the NE 1/4 of Section 3, 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 iron pipe found at the southwest corner of the South 1/2 of the SE 1/4 of the NE 1/4 of said Section 3, said point also being the northwest corner of property now or formerly to Gallender Family Trust (Gallender) (Harrison County Instrument# 2014-10274-D-J1); thence N 89°37'15" E 1290.17 feet along the north boundary of said property now or formerly to Gallender to the Point Of Beginning, said Point Of Beginning having grid coordinates N. 350,728.97 and E. 909,770.00 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) 0.99995636 with a convergence angle of -00°07'11" (at the Point Of Beginning); thence N 00°08'13" W 250.01 feet to a point located on a portion of the south boundary of property now or formerly to Florence Gardens, LLC (Harrison County Instrument# 2009-9090-D-J1); thence N 89°37'07" E 15.00 feet along a portion of the south boundary of said property now or formerly to Florence Gardens, LLC to an iron rod found at the southeast corner of said property now or formerly to Florence Gardens, LLC, said point also being located on the existing west right-of-way of Three Rivers road; thence S 00°08'13" E 250.01 feet along said existing west right-of-way of Three Rivers Road to an iron pipe found at the northeast corner of said property now or formerly to Gallender; thence S 89°37'15" W 15.00 feet along the north boundary of said property now or formerly to Gallender to the said Point Of Beginning.

Said parcel of land (easement) contains 3,750 square feet or 0.086 acre, more or less.

EXHIBIT B

NORTH

GRAPHIC SCALE

80 0 40 80

(IN FEET)

1 inch = 80 ft.

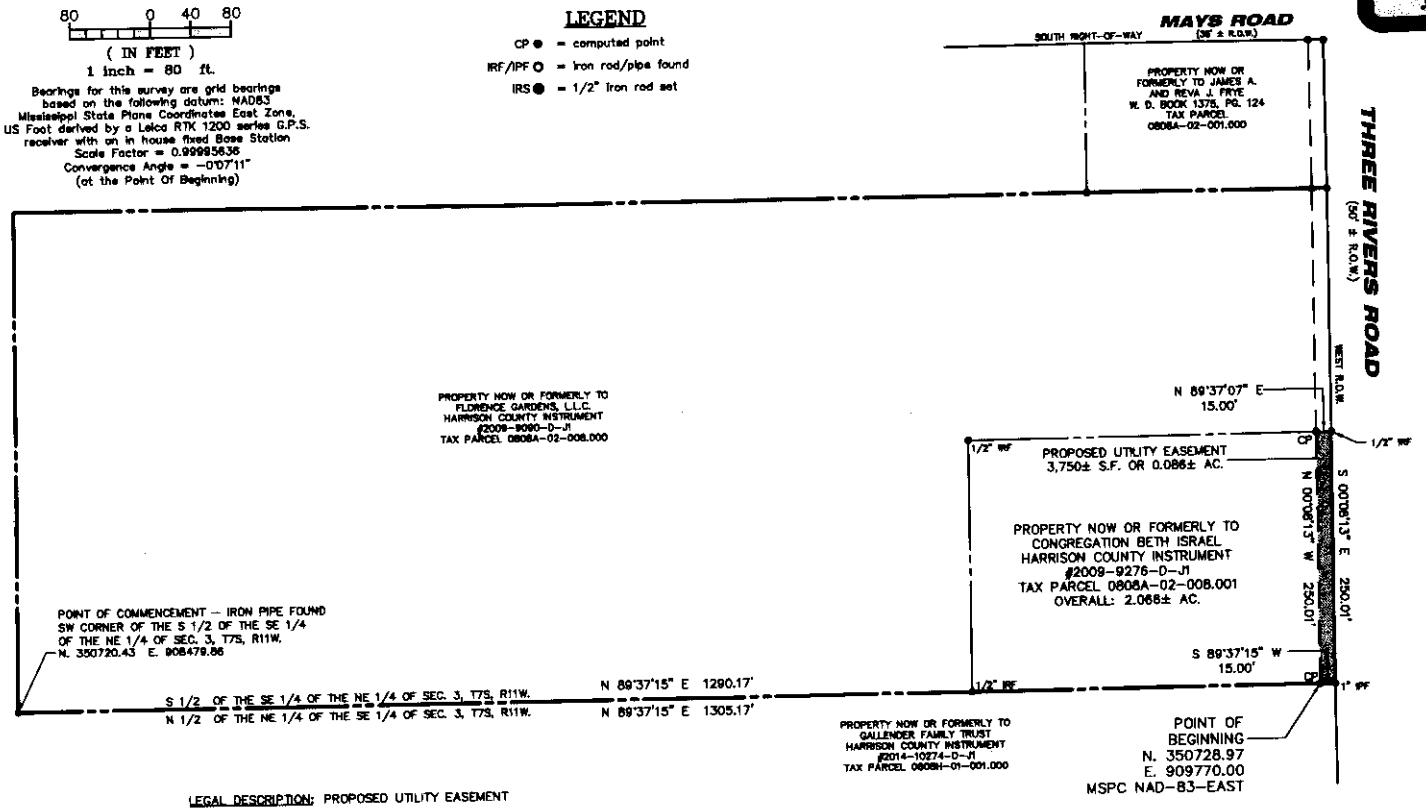
Bearings for this survey are grid bearings based on the following datum: NAD83 Mississippi State Plane Coordinates East Zone, US Foot derived by a Leica RTK 1200 series G.P.S. receiver with an in house fixed Base Station Scale Factor = 0.99995636 Convergence Angle = −0°07'11" (at the Point Of Beginning)

LEGEND

CP ● = computed point

IRF/IPF ○ = iron rod/pipe found

IRS ● = 1/2" iron rod set



LEGAL DESCRIPTION: PROPOSED UTILITY EASEMENT

A parcel of land (easement) situated and being located in the South 1/2 of the SE 1/4 of the NE 1/4 of Section 3, 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 iron pipe found at the southwest corner of the South 1/2 of the SE 1/4 of the NE 1/4 of said Section 3, said point also being the northwest corner of property now or formerly to Gallender Family Trust (Gallender) (Harrison County Instrument# 2014-10274-D-J1); thence N 89°37'15" E 1290.17 feet along the north boundary of said property now or formerly to Gallender to the Point Of Beginning, said Point Of Beginning having grid coordinates N. 350,728.97 and E. 909,770.00 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) 0.99995636 with a convergence angle of −00°07'11" (at the Point Of Beginning); thence N 00°08'13" W 250.01 feet to a point located on a portion of the south boundary of property now or formerly to Florence Gardens, LLC (Harrison County Instrument# 2009-9090-D-J1); thence N 89°37'07" E 15.00 feet along a portion of the south boundary of said property now or formerly to Florence Gardens, LLC to an iron rod found at the southeast corner of said property now or formerly to Florence Gardens, LLC, said point also being located on the existing west right-of-way of Three Rivers road; thence S 00°08'13" E 250.01 feet along said existing west right-of-way of Three Rivers Road to an iron pipe found at the northeast corner of said property now or formerly to Gallender; thence S 89°37'15" W 15.00 feet along the north boundary of said property now or formerly to Gallender to the said Point Of Beginning.

Said parcel of land (easement) contains 3,750 square feet or 0.086 acre, more or less.

NOTE: This survey "Class C" was made in accordance with the "Standards of Practice for Surveying in the State of Mississippi, August 1, 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 17, 2016

JOHN MARK OTTO LICENSED PROFESSIONAL LAND SURVEYOR STATE OF MISSISSIPPI

521 34th Street, 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

bma BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
www.bmaengineers.com

THREE RIVERS & MAYS SEWER
CONGREGATION BETH ISRAEL
GULFPORT, MISSISSIPPI - DRAWING NAME: 3383-22-ES19N.DWG

PROPOSED UTILITY EASEMENT SURVEY

CAD	J.M.O.
SURVEYOR	J.M.O.
DATE	03.17.16
SCALE	SHOWN
BMA#	3383-22
FILE	3383-22-ES19N
SHEET	1 OF 1

S:\3383\3383-22\ESWTS-2016\3383-22-ES19N.dwg/03-17-16/J.M.O.

1st Judicial District
Instrument 2018 1463 D – J1
Filed/Recorded 3/13/2018 02:40 P
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 UTILITY (WATER, SEWER, DRAINAGE) EASEMENT

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND, EIGHT HUNDRED and NO/100 Dollars ($1,800.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned **Grantor,**

FIRST CHURCH OF THE NAZARENE OF GULFPORT, INC.,
D/B/A LIFELINE CHURCH OF THE NAZARENE
35 37th Street
Gulfport, MS 39507
Telephone: (228) 263-0238

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

REVIEWED

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: **NE ¼ of the NE ¼ of Section 3, Township 7 South, Range 11 West**, City of Gulfport, First Judicial District of Harrison County, Mississippi District, Harrison County, Mississippi

WITNESS OUR SIGNATURES on this the15th day of February, 2018.

Jeffrey A Sexton

Jeffrey Sexton A.Dist Sup/Vice Pres

For and on behalf of First Church of the Nazarene of Gulfport, Inc., d/b/a Lifeline Church of the Nazarene

RATIFIED AND APPROVED:
For and on behalf of lienholder, Wesleyan Investment Foundation, Inc.

BY: see attached DATE: _____

TITLE: _____

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 15TH day of February, 2018, Jeffrey A. Sexton (name), Assistant District Superintendent/Vice President(title), for and on behalf of First Church of the Nazarene of Gulfport, Inc., d/b/a Lifeline Church of the Nazarene, 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.

Sherri Simmons
NOTARY PUBLIC

My Commission Expires:
Jan. 25, 2022

(SEAL)

SHERRI SIMMONS
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

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: **NE ¼ of the NE ¼ of Section 3, Township 7 South, Range 11 West**, City of Gulfport, First Judicial District of Harrison County, Mississippi District, Harrison County, Mississippi

WITNESS OUR SIGNATURES on this the ___ day of _____, 2018.

see attached

_____, _____

For and on behalf of First Church of the Nazarene of Gulfport, Inc., d/b/a Lifeline Church of the Nazarene

RATIFIED AND APPROVED:
For and on behalf of lienholder, Wesleyan Investment Foundation, Inc.

BY: _____ DATE: January 29, 2018

TITLE: SVP of Church Loans

WESLEYAN INVESTMENT FOUNDATION, INC. CORPORATE SEAL 1960 INDIANA

Exhibit "A"

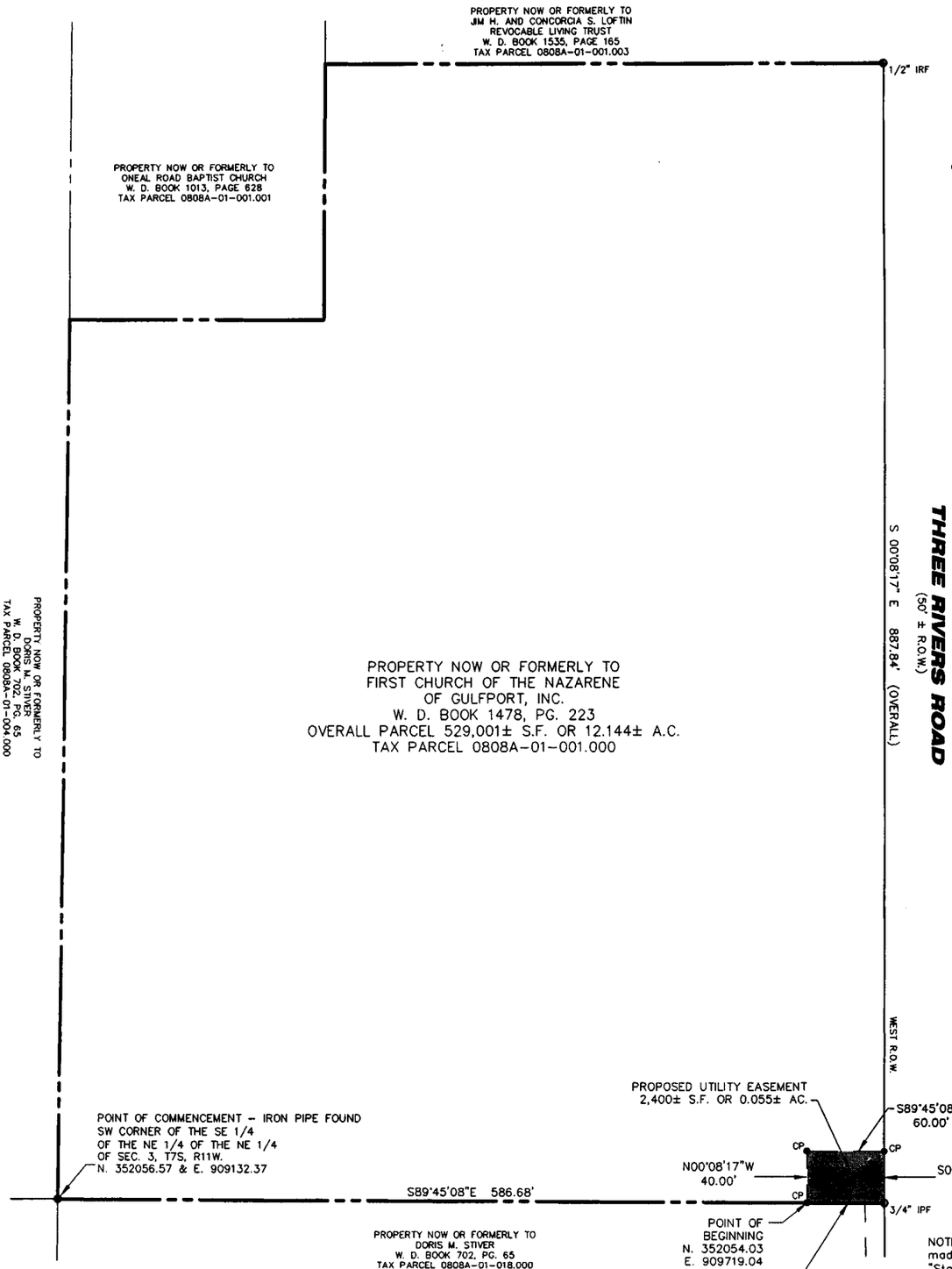
Drainage and Utility Easement

A parcel of land (easement) situated and being located in the NE 1/4 of the NE 1/4 of Section 3, 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 iron pipe found at the southwest corner of the SE 1/4 of the NE 1/4 of the NE 1/4 of said Section 3, said point also being the northwest corner of property now or formerly to Doris M. Stiver (Stiver) (Warranty Deed Book 702, page 65); thence S 89°45'08" E 586.68 feet along the north boundary of said property now or formerly to Stiver to the Point Of Beginning; said Point Of Beginning having grid coordinates N. 352053.84 and E. 909764.04 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) 0.99995636 with a convergence angle of -00°07'12" (at the Point Of Beginning); thence N 00°08'17" W 40.00 feet; thence S 89°45'08" E 60.00 feet to a point located on the existing west right-of-way of Three Rivers Road; thence S 00°08'17" E 40.00 feet along said existing west right-of-way of Three Rivers Road to a 3/4" iron pipe found at the northeast corner of said property now or formerly to Stiver; thence N 89°45'08" W 60.00 feet along the north boundary of said property now or formerly to Stiver to the said Point Of Beginning.

Said parcel of land (easement) contains 2,400 square feet or 0.055 acre more or less.

6



NORTH

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 = 0.99995636
Convergence Angle = -0°07'12"
(at the Point Of Beginning)

GRAPHIC SCALE

60 0 30 60

(IN FEET)
1 inch = 60 ft.

LEGEND

CP ● = computed point
IRF/IPF ○ = iron rod/pipe found
IRS ● = 1/2" iron rod set

NOTE: This survey "Class C" was made in accordance with the "Standards of Practice for Surveying in the State of Mississippi, August 1, 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 17, 2016

JOHN MARK OTTO
REGISTERED PROFESSIONAL
LAND SURVEYOR
PLS-2868
STATE OF MISSISSIPPI

LEGAL DESCRIPTION: Proposed Utility Easement

A parcel of land (easement) situated and being located in the NE 1/4 of the NE 1/4 of Section 3, 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 iron pipe found at the southwest corner of the SE 1/4 of the NE 1/4 of the NE 1/4 of said Section 3, said point also being the northwest corner of property now or formerly to Doris M. Stiver (Stiver) (Warranty Deed Book 702, page 65); thence S 89°45'08" E 586.68 feet along the north boundary of said property now or formerly to Stiver to the Point Of Beginning; said Point Of Beginning having grid coordinates N. 352053.84 and E. 909764.04 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) 0.99995636 with a convergence angle of -00°07'12" (at the Point Of Beginning); thence N 00°08'17" W 40.00 feet; thence S 89°45'08" E 60.00 feet to a point located on the existing west right-of-way of Three Rivers Road; thence S 00°08'17" E 40.00 feet along said existing west right-of-way of Three Rivers Road to a 3/4" iron pipe found at the northeast corner of said property now or formerly to Stiver; thence N 89°45'08" W 60.00 feet along the north boundary of said property now or formerly to Stiver to the said Point Of Beginning. Said parcel of land (easement) contains 2,400 square feet or 0.055 acre more or less.

S:\3383\3383-22\ES\ES-2016\3383-22-ES11N.dwg/03-17-16/J.M.O.

SHEET	1 OF 1
CAD	J.M.O.
SURVEYOR	J.M.O.
DATE	03.17.16
SCALE	SHOWN
BMA#	3383-22
FILE	3383-22-ES11N

THREE RIVERS & MAYS SEWER
FIRST CHURCH OF THE NAZARENE
OF GULFPORT, INC.
GULFPORT, MISSISIPPI - DRAWING NAME: 3383-22-ES11N.DWG
PROPOSED UTILITY EASMENT SURVEY

bma BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
www.bmaengineers.com
521 34th Street, 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

1st Judicial District
Instrument 2019 346 D – J1
Filed/Recorded 1/18/2019 11:45 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

REVIEWED

PERPETUAL UTILITY (WATER, SEWER, DRAINAGE) 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,**

FLORENCE GARDENS, LLC
12321 Preservation Drive
Gulfport, Mississippi 39503
Telephone: (228) 539-5039

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 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: South 1/2 of the SE 1/4 of the NE 1/4 of Section 3, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi

WITNESS MY SIGNATURE on this the 7th day of January, 2019.

MARTIN GOLDIN, PRESIDENT
For and on behalf of Florence Gardens, 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 7th day of January, 2019, Martin Goldin, President, for and on behalf of Florence Gardens, 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:
Feb. 22, 2019

(SEAL)
STATE OF MISSISSIPPI NOTARY PUBLIC ID # 111551 JESSICA WHITTINGTON Commission Expires Feb. 22, 2019 HANCOCK COUNTY

Exhibit "A"

Perpetual Utility Easement

A parcel of land (easement) situated and being located in the South 1/2 of the SE 1/4 of the NE 1/4 of Section 3, 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 iron pipe found at the southwest corner of the South 1/2 of the SE 1/4 of the NE 1/4 of said Section 3, said point also being the northwest corner of property now or formerly to Gallender Family Trust (Gallender) (Harrison County Instrument# 2014-10274-D-J1); thence N 89°37'15" E 1305.17 feet along the north boundary of said property now or formerly to Gallender to a 1" iron pipe found at the northeast corner of said property now or formerly to Gallender, said point also being located on the existing west right-of-way of Three Rivers Road; thence N 00°08'13" W 250.01 feet along said west right-of-way of Three Rivers Road to a 1/2" iron rod found at the northeast corner of property now or formerly to Congregation Beth Israel (Harrison County Instrument# 2009-9276-D-J1); said point being the Point Of Beginning, said Point Of Beginning having grid coordinates N. 350979.08 and E. 909784.40 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) 0.99995635 with a convergence angle of -00°07'11" (at the Point Of Beginning); thence S 89°37'07" W 15.00 feet along the north boundary of said property now or formerly to Congregation Beth Israel; thence N 00°08'20" W 242.83 feet to a point located on the south boundary of property now or formerly to James A. and Reva J. Frye (Frye) (Warranty Deed Book 1375, Page 124); thence S 89°54'13" E 15.00 feet along said south boundary of property now or formerly to Frye to an iron rod found at the southeast corner of said property now or formerly to Frye, said point also being located on said existing west right-of-way of Three Rivers Road; thence S 00°08'20" E 242.71 feet along said existing west right-of-way of Three Rivers Road to the said Point Of Beginning.

Said parcel of land (easement) contains 3,642 square feet or 0.084 acre, more or less.

EXHIBIT B

NORTH

GRAPHIC SCALE

80 0 40 80

(IN FEET)

1 inch = 80 ft.

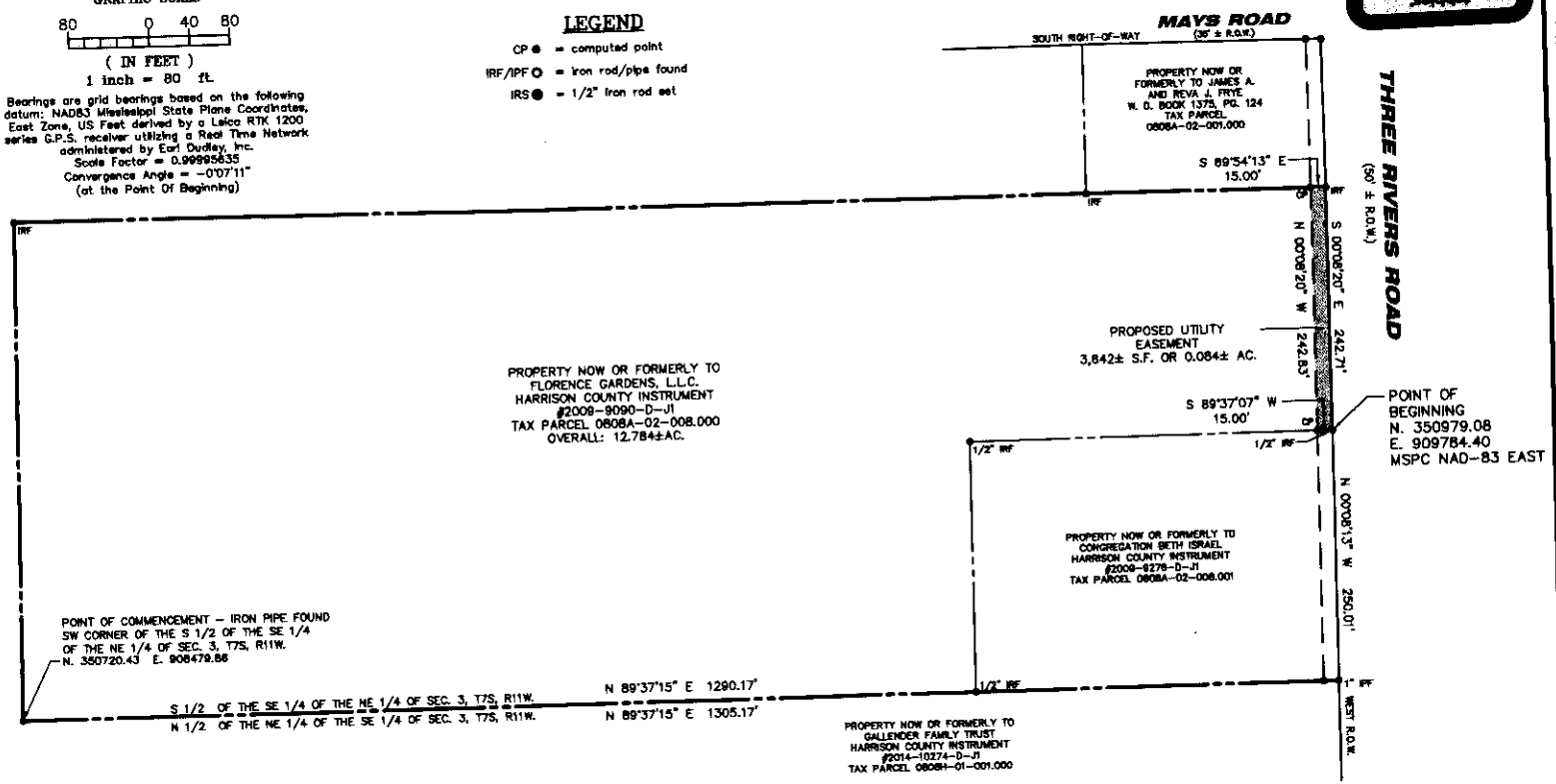
Bearings are grid bearings based on the following datum: NAD83 Mississippi State Plane Coordinates, East Zone, US Feet derived by a Leica RTK 1200 series G.P.S. receiver utilizing a Real Time Network administered by Earl Dudley, Inc.
Scale Factor = 0.99995635
Convergence Angle = −0°07'11"
(at the Point Of Beginning)

LEGEND

CP ● = computed point

IRF/IPF ○ = iron rod/pipe found

IRS ● = 1/2" iron rod set



LEGAL DESCRIPTION: PROPOSED UTILITY EASEMENT

A parcel of land (easement) situated and being located in the South 1/2 of the SE 1/4 of the NE 1/4 of Section 3, 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 iron pipe found at the southwest corner of the South 1/2 of the SE 1/4 of the NE 1/4 of said Section 3, said point also being the northwest corner of property now or formerly to Gallendar Family Trust (Gallendar) (Harrison County Instrument# 2014-10274-D-J1); thence N 89°37'15" E 1305.17 feet along the north boundary of said property now or formerly to Gallendar to a 1" iron pipe found at the northeast corner of said property now or formerly to Gallendar, said point also being located on the existing west right-of-way of Three Rivers Road; thence N 00°08'13" W 250.01 feet along said west right-of-way of Three Rivers Road to a 1/2" iron rod found at the northeast corner of property now or formerly to Congregation Beth Israel (Harrison County Instrument# 2009-9278-D-J1); said point being the Point Of Beginning, said Point Of Beginning having grid coordinates N. 350979.08 and E. 909784.40 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) 0.99995635 with a convergence angle of −00°07'11" (at the Point Of Beginning); thence S 89°37'07" W 15.00 feet along the north boundary of said property now or formerly to Congregation Beth Israel; thence N 00°08'20" W 242.83 feet to a point located on the south boundary of property now or formerly to James A. and Reva J. Frye (Frye) (Warranty Deed Book 1375, Page 124); thence S 89°54'13" E 15.00 feet along said south boundary of property now or formerly to Frye to an iron rod found at the southeast corner of said property now or formerly to Frye, said point also being located on said existing west right-of-way of Three Rivers Road; thence S 00°08'20" E 242.71 feet along said existing west right-of-way of Three Rivers Road to the said Point Of Beginning.
Said parcel of land (easement) contains 3,642 square feet or 0.084 acre, more or less.

NOTE: This survey "Class C" was made in accordance with the "Standards of Practice for Surveying in the State of Mississippi, August 1, 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 17, 2016

JOHN MARK OTTO REGISTERED PROFESSIONAL LAND SURVEYOR PLS-2868 STATE OF MISSISSIPPI

bma BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
www.bmaengineers.com
621 34th Street, 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

THREE RIVERS & MAYS SEWER
FLORENCE GARDENS, LLC
GULFPORT, MISSISSIPPI - DRAWING NAME: 3383-22-ES13N.DWG

PROPOSED UTILITY EASEMENT SURVEY

CAD	J.M.O.
SURVEYOR	J.M.O.
DATE	03.17.16
SCALE	SHOWN
BMA#	3383-22
FILE	3383-22-ES13N
SHEET	1 OF 1

S:\3383\3383-22\ESMTS-2016\3383-22-ES13N.dwg/03-17-16/J.M.O.

REVIEWED

SCANNED

1st Judicial District
Instrument 2017 9065 D – J1
Filed/Recorded 12/21/2017 11:45 A
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

UTILITY (WATER, SEWER, DRAINAGE) EASEMENT

FOR AND IN CONSIDERATION of the sum of SEVEN THOUSAND, EIGHT HUNDRED and NO/100 Dollars ($7,800.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned **Grantors,**

GERALD V. FOUNTAIN, JR. and MICHELLA G. FOUNTAIN
14010 Mays Road
Gulfport, MS 39503
Telephone (228) 832-0937

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 utility system over, across, and under the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

See Exhibit "A" and Exhibit "B" attached.

Grantor further grants unto the City of Gulfport and its employees and contractors a Right of Entry on Grantor's remaining and adjacent property for the purpose of construction and maintenance of said utility system. 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: **NE 1/4 of the SE 1/4 of the NE 1/4 of Section 3, Township 7 South, Range 11 West**, City of Gulfport, First Judicial District of Harrison County, Mississippi.

WITNESS OUR SIGNATURES on this the 20th day of DECEMBER, 2017.

GERALD V. FOUNTAIN, JR.

MICHELLA G. FOUNTAIN

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 20th day of DECEMBER, 2017, GERALD V. FOUNTAIN, JR., who acknowledged to me that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed.

NOTARY PUBLIC

My Commission Expires:

3/9/2021

(SEAL)

STATE OF MISSISSIPPI
RUTH E. ROCK
ID NO. 119445
Commission Expires
03/09/2021
NOTARY PUBLIC
HANCOCK COUNTY

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 20th day of DECEMBER, 2017, MICHELLA G. FOUNTAIN, 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:

3/9/2021

(SEAL)

STATE OF MISSISSIPPI
RUTH E. ROCK
ID NO. 119445
Commission Expires
03/09/2021
NOTARY PUBLIC
HANCOCK COUNTY

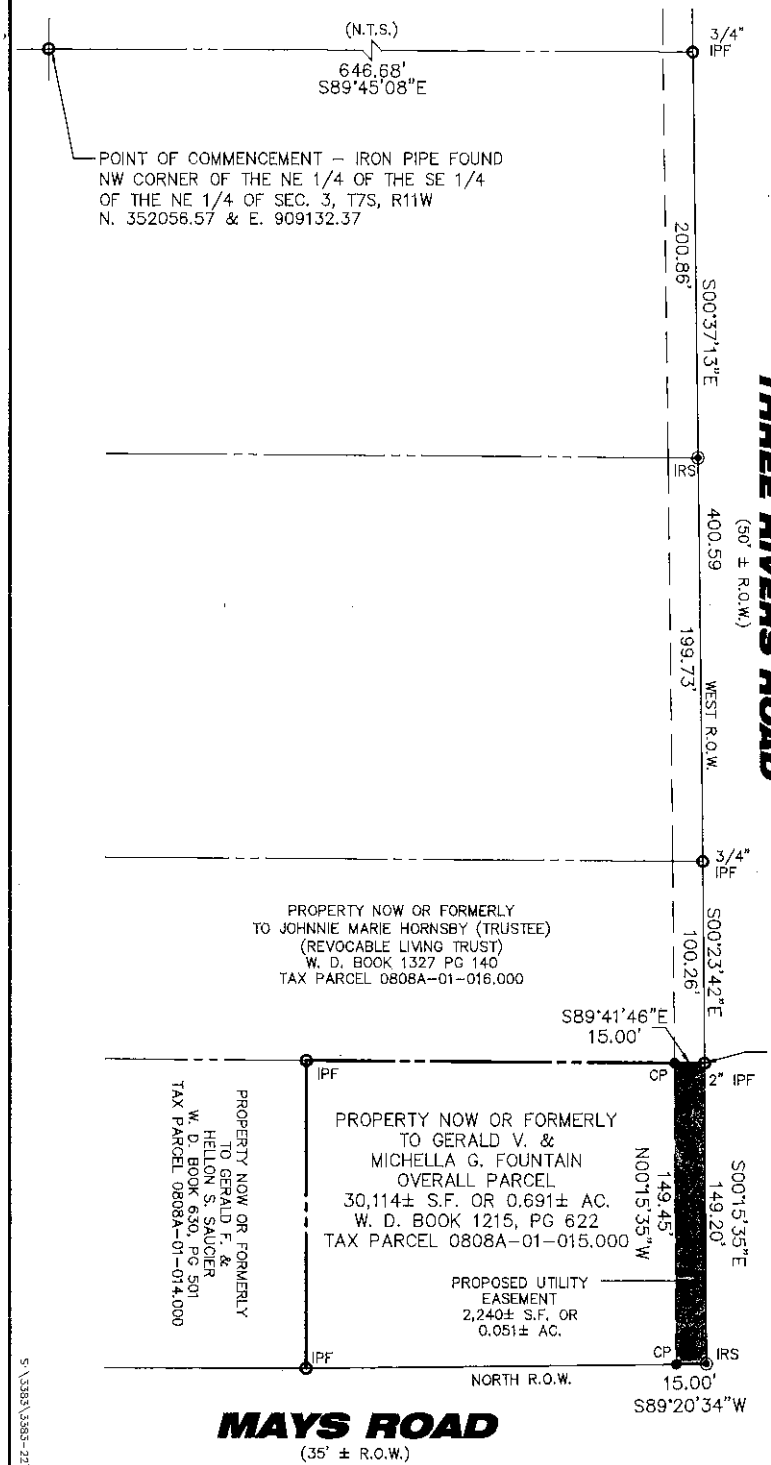
Exhibit "A"

Utility Easement

A parcel of land (easement) situated and being located in the NE 1/4 of the SE 1/4 of the NE 1/4 of Section 3, 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 iron pipe found at the northwest corner of the NE 1/4 of the SE 1/4 of the NE 1/4 of said Section 3, said point being the northwest corner of property now or formerly to Doris M. Stiver (Stiver) (Warranty Deed Book 702, Page 65); thence S 89°45'08" E 646.68 feet along the north boundary of said property now or formerly to Stiver to a 3/4" iron pipe found at the northeast corner of said property now or formerly to Stiver, said point also being located on the existing west right-of-way of Three Rivers Road; thence southerly along said west right-of-way of Three Rivers Road the following two courses, S 00°37'13" E 400.59 feet to a 3/4" iron pipe found, S 00°23'42" E 100.26 feet to a 2" iron pipe found at the southeast corner of property now or formerly to Johnnie Marie Hornsby (Trustee) (Hornsby) (Warranty Deed Book 1327, Page 140); said point being the Point Of Beginning, said Point Of Beginning having grid coordinates N. 351,552.95 and E. 909,784.07 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) 0.99995635 with a convergence angle of -00°07'11" (at the Point Of Beginning); thence S 00°15'35" E 149.20 feet along said west right-of-way of Three Rivers Road to a 1/2" iron rod set at the intersection with the existing north right-of-way of Mays Road; thence S 89°20'34" W 15.00 feet along said existing north right-of-way of Mays Road; thence N 00°15'35" W 149.45 feet to a point located on the south boundary of said property now or formerly to Hornsby; thence S 89°41'46" E 15.00 feet along said south boundary of property now or formerly to Hornsby to the said Point Of Beginning.

Said parcel of land (easement) contains 2,240 square feet or 0.051 acre, more or less.



LEGAL DESCRIPTION: Proposed Utility Easement

A parcel of land (easement) situated and being located in the NE 1/4 of the SE 1/4 of the NE 1/4 If Section 3, 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 iron pipe found at the northwest corner of the NE 1/4 of the SE 1/4 of the NE 1/4 of said Section 3, said point being the northwest corner of property now or formerly to Doris M. Stiver (Stiver) (Warranty Deed Book 702, Page 65); thence S 89°45'08" E 646.68 feet along the north boundary of said property now or formerly to Stiver to a 3/4" iron pipe found at the northeast corner of said property now or formerly to Stiver, said point also being located on the existing west right-of-way of Three Rivers Road; thence southerly along said west right-of-way of Three Rivers Road the following two courses, S 00°37'13" E 400.59 feet to a 3/4" iron pipe found, S 00°23'42" E 100.26 feet to a 2" iron pipe found at the southeast corner of property now or formerly to Johnnie Marie Hornsby (Trustee) (Hornsby) (Warranty Deed Book 1327, Page 140); said point being the Point Of Beginning, said Point Of Beginning having grid coordinates N. 351,552.95 and E. 909,784.07 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) 0.99995635 with a convergence angle of -00°07'11" (at the Point Of Beginning); thence S 00°15'35" E 149.20 feet along said west right-of-way of Three Rivers Road to to a 1/2" iron rod set at the intersection with the existing north right-of-way of Mays Road; thence S 89°20'34" W 15.00 feet along said existing north right-of-way of Mays Road; thence N 00°15'35" W 149.45 feet to a point located on the south boundary of said property now or formerly to Hornsby; thence S 89°41'46" E 15.00 feet along said south boundary of property now or formerly to Hornsby to the said Point Of Beginning.
Said parcel of land (easement) contains 2,240 square feet or 0.051 acre, more or less.

LEGEND

CP ● = computed point
IRF/IPF ○ = iron rod/pipe found
IRS ◉ = 1/2" iron rod set
N.T.S. = not to scale

NOTE: This survey "Class C" was made in accordance with the "Standards of Practice for Surveying in the State of Mississippi, August 1, 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.

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 = 0.99995635
Convergence Angle = -0°07'11"
(at the Point Of Beginning)

NORTH

GRAPHIC SCALE
60 0 30 60
(IN FEET)
1 inch = 60 ft.

John Mark Otto
John Mark Otto, P.S.
MS. P.S. No. 02868
March 17, 2016

JOHN MARK OTTO REGISTERED PROFESSIONAL LAND SURVEYOR PLS-2868 STATE OF MISSISSIPPI

S:\3383\3383-22\EMTS-2016\3383-ES7N.dwg/03-17-16/JMO

THREE RIVERS & MAYS SEWER
GERALD V. & MICHELLA G. FOUNTAIN
GULFPORT, MISSISSIPPI - DRAWING NAME: 3383-22-ES7N.DWG
PROPOSED UTILITY EASEMENT SURVEY

bma BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
www.bmaengineers.com

521 34th Street,
Gulfport, MS 39507
(228)864-7612
Fax(228)864-7676

EXHIBIT
B

SCANNED

1st Judicial District
Instrument 2019 4136 D – J1
Filed/Recorded 6/17/2019 11:25 A
Total Fees $ 12.00
5 Pages Recorded

This Instrument prepared by and to be returned to:
Margaret Murdock, Esq.
City Attorney's Office
P.O. Box 1780
Gulfport, Mississippi 39502
(228) 868-5811

REVIEWED

SEWER EASEMENT

FOR AND IN CONSIDERATION of the sum of ONE and NO/100 Dollars ($1.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned **Grantors,**

REVA J. FRYE
12323 Three Rivers Road
Gulfport, MS 39503
Telephone (228) 832-4793

and

TONY L. FRYE
12323 Three Rivers Road
Gulfport, MS 39503
Telephone (228) 832-4793

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 sewer 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.

Grantor further grants unto the City of Gulfport and its employees and contractors a Right of Entry on Grantor's remaining and adjacent property for the purpose of construction and maintenance of said sewer system. 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: **SE ½ of the SE ¼ of the NE ¼ of Section 3, Township 7 South, Range 11 West**, City of Gulfport, First Judicial District of Harrison County, Mississippi

WITNESS OUR SIGNATURES on this the 16th day of Feb., 2018.

Reva J. Frye
REVA J. FRYE

Tony L. Frye 20180215
TONY L. FRYE

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 February, 2018, REVA J. FRYE, 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.

Gloria Byrd
NOTARY PUBLIC

My Commission Expires:

2-8-19

(SEAL)

STATE OF MISSISSIPPI
GLORIA J. BYRD
ID NO. 68653
Commission Expires
02/08/2019
NOTARY PUBLIC
HARRISON COUNTY

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 FEBRUARY, 2018, TONY L. FRYE, 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 her free and voluntary act and deed.

Ruth E. Rock
NOTARY PUBLIC

My Commission Expires:

3/9/2021

(SEAL)

STATE OF MISSISSIPPI
RUTH E. ROCK
ID NO. 119446
Commission Expires
03/09/2021
NOTARY PUBLIC
HANCOCK COUNTY

Exhibit "A"

Utility Easement

A parcel of land (easement) situated and being located in the S 1/2 of the SE 1/4 of the NE 1/4 of Section 3, 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 iron pipe found at the southwest corner of the S 1/2 of the SE 1/4 of the NE 1/4 of said Section 3, said point also being the southwest corner of property now or formerly to Florence Gardens, L.L.C. (Instrument #2009-9090-D-J1); thence N 89°37'15" E 1305.17 feet along the south line of the S 1/2 of the SE 1/4 of the NE 1/4 of said Section 3 and also along the south boundary of said property now or formerly to Florence Gardens, L.L.C., and also along the south boundary of property now or formerly to Congregation Beth Israel (Harrison County Instrument# 2009-9276-D-J1) to a 1" iron pipe found at the southeast corner of said property now or formerly to Congregation Beth Israel, said point also being located on the existing west right-of-way of Three Rivers Road; thence northerly along said existing west right-of-way of Three Rivers Road the following two courses, N 00°08'13" W 250.01 feet to a 1/2" iron rod found, N 00°08'20" W 242.71 feet to an iron rod found at the northeast corner of said property now or formerly to Florence Gardens, L.L.C. said point being the Point Of Beginning, said Point Of Beginning having grid coordinates N. 351221.79 and E. 909783.81 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) 0.99995635 with a convergence angle of -00°07'11" (at the Point Of Beginning); thence N 89°54'13" W 15.00 feet along the north boundary of said property now or formerly to Florence Gardens L.L.C.; thence N 00°25'52" W 147.81 feet to a point located on the existing south right-of-way of Mays Road; thence S 89°43'05" E 15.00 feet along said existing south right-of-way of Mays Road to a 1/2" iron rod set at the intersection with said existing west right-of-way of Three Rivers Road; thence S 00°25'51" E 147.76 feet along said existing west right-of-way of Three Rivers Road to the said Point Of Beginning.

Said parcel of land (easement) contains 2,217 square feet or 0.051 acre, more or less.

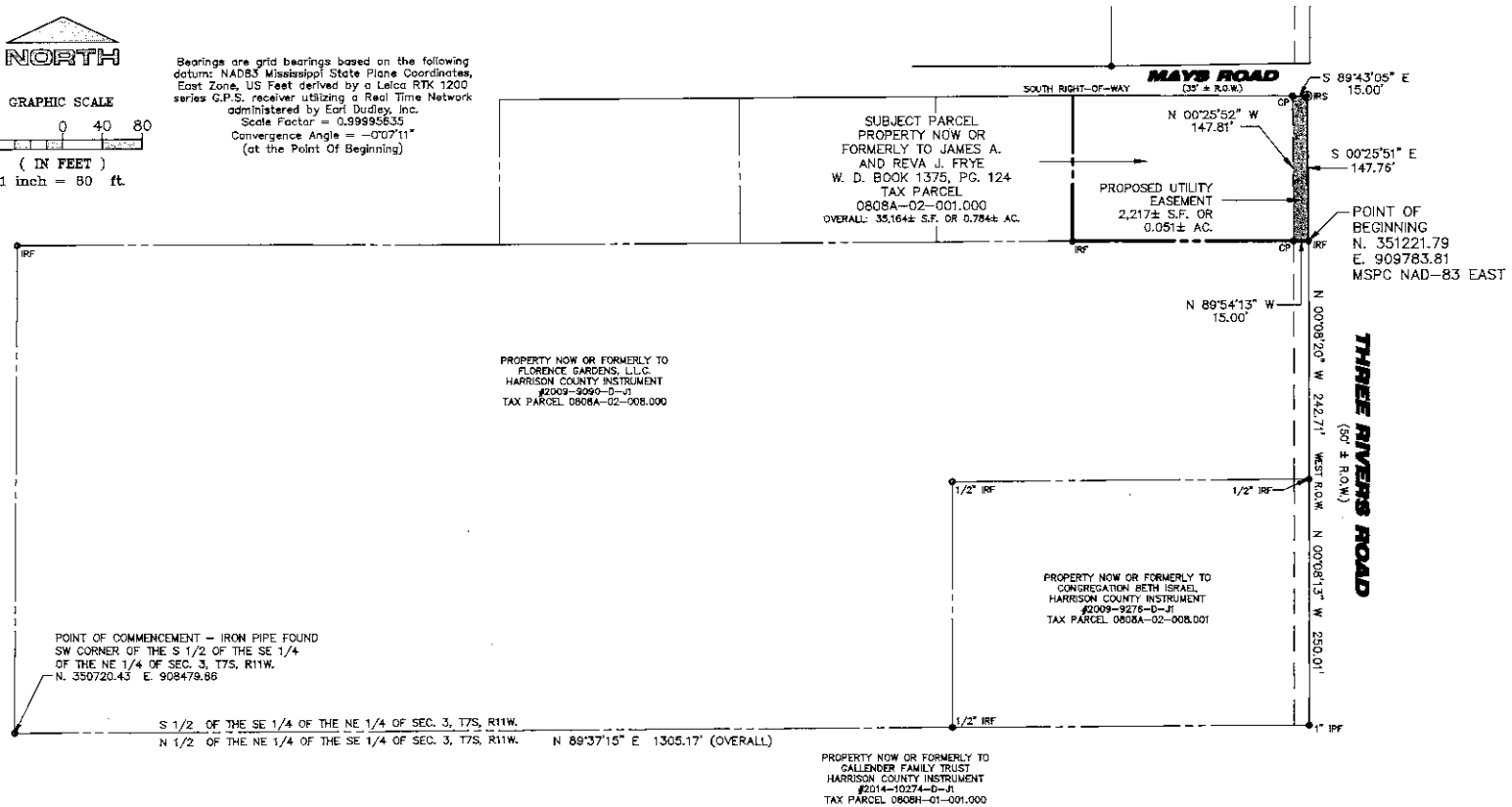
NORTH

GRAPHIC SCALE

80 0 40 80

(IN FEET)
1 inch = 80 ft.

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 = 0.99995635
Convergence Angle = −0°07'11"
(at the Point Of Beginning)



LEGAL DESCRIPTION: Proposed Utility Easement

A parcel of land (easement) situated and being located in the S 1/2 of the SE 1/4 of the NE 1/4 of Section 3, 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 iron pipe found at the southwest corner of the S 1/2 of the SE 1/4 of the NE 1/4 of said Section 3, said point also being the southwest corner of property now or formerly to Florence Gardens, L.L.C. (Instrument #2009-9090-D-J1); thence N 89°37'15" E 1305.17 feet along the south line of the S 1/2 of the SE 1/4 of the NE 1/4 of said Section 3 and also along the south boundary of said property now or formerly to Florence Gardens, L.L.C., and also along the south boundary of property now or formerly to Congregation Beth Israel (Harrison County Instrument# 2009-9275-D-J1) to a 1" iron pipe found at the southeast corner of said property now or formerly to Congregation Beth Israel, said point also being located on the existing west right-of-way of Three Rivers Road; thence northerly along said existing west right-of-way of Three Rivers Road the following two courses, N 00°08'13" W 250.01 feet to a 1/2" iron rod found, N 00°08'20" W 242.71 feet to an iron rod found at the northeast corner of said property now or formerly to Florence Gardens, L.L.C. said point being the Point Of Beginning, said Point Of Beginning having grid coordinates N. 351221.79 and E. 909783.81 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) 0.99995635 with a convergence angle of −00°07'11" (at the Point Of Beginning); thence N 89°54'13" W 15.00 feet along the north boundary of said property now or formerly to Florence Gardens L.L.C.; thence N 00°25'52" W 147.81 feet to a point located on the existing south right-of-way of Mays Road; thence S 89°43'05" E 15.00 feet along said existing south right-of-way of Mays Road to a 1/2" iron rod set at the intersection with said existing west right-of-way of Three Rivers Road; thence S 00°25'51" E 147.76 feet along said existing west right-of-way of Three Rivers Road to the said Point Of Beginning.
Said parcel of land (easement) contains 2,217 square feet or 0.051 acre, more of less.

LEGEND

CP ● = computed point
IRF/IPF ○ = iron rod/pipe found
IRS ◉ = 1/2" iron rod set

NOTE: This survey "Class C" was made in accordance with the "Standards of Practice for Surveying in the State of Mississippi, August 1, 2015."

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

John Mark Otto
John Mark Otto, P.S.
MS. P.S. No. 02868
March 17, 2016

JOHN MARK OTTO
REGISTERED PROFESSIONAL
LAND SURVEYOR
PLS-2868
STATE OF MISSISSIPPI

S:\3383\3383-22\ESMTS-2016\3383-22-ES12N.dwg/03-17-16/J.M.O.

bma BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
www.bmaengineers.com
821 34th Street, Gulfport, MS 39507 (228)864-7612 Fax:(228)864-7676
776 Viaux Marche, 2nd Floor, Biloxi, MS 39530 (228)436-7612 Fax:(228)436-7676

THREE RIVERS & MAYS SEWER
JAMES A. AND REVA J. FRYE
GULFPORT, MISSISSIPPI - DRAWING NAME: 3383-22-ES12N.DWG

PROPOSED UTILITY EASEMENT SURVEY

CAD	J.M.O.
SURVEYOR	J.M.O.
DATE	03.17.16
SCALE	SHOWN
BMA#	3383-22
FILE	3383-22-ES12N
SHEET	1 OF 1

EXHIBIT B

SCANNED

1st Judicial District
Instrument 2018 1018 D – J1
Filed/Recorded 2/21/2018 09:30 A
Total Fees $ 12.00
4 Pages Recorded

SCANNED

1st Judicial District
Instrument 2018 789 D – J1
Filed/Recorded 2/ 8/2018 01:25 P
Total Fees $ 12.00
4 Pages Recorded

This Instrument prepared by and to be returned to:
Margaret E. Murdock, Esq.
City Attorney's Office
P.O. Box 1780
Gulfport, Mississippi 39502
(228) 868-5811

CORRECTED

UTILITY AND 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,**

THE GALLENDER FAMILY TRUST,
UNDER AGREEMENT DATED JULY 24, 2014
12253 Three Rivers Road
Gulfport, MS 39503
(228)234-0456

REVIEWED

do hereby grant, convey, assign, and transfer unto **Grantee,**

REVIEWED

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 utility system over, across, and under the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

See Exhibit "A" and Exhibit "B" attached.

Grantor further grants unto the City of Gulfport and its employees and contractors a Right of Entry on Grantor's remaining and adjacent property for the purpose of construction and maintenance of said drainage system. 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: **N ½ of the NE ¼ of the SE ¼ of Section 3, Township 7 South, Range 11 West**, City of Gulfport, First Judicial District of Harrison County, Mississippi

WITNESS MY SIGNATURE on this the 8 day of February, 2018.

KENNETH JOE GALLENDER, TRUSTEE

Betty D Gallender

BETTY D. GALLENDER, TRUSTEE

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 8th day of FEBRUARY, 2018, **KENNETH JOE GALLENDER, TRUSTEE, THE GALLENDER FAMILY TRUST, UNDER AGREEMENT DATED JULY 24, 2014**, 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
RUTH E. ROCK
ID NO. 119445
Commission Expires
03/09/2021
NOTARY PUBLIC
HANCOCK COUNTY

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 8th day of FEBRUARY, 2018, **BETTY D. GALLENDER, TRUSTEE, THE GALLENDER FAMILY TRUST, UNDER AGREEMENT DATED JULY 24, 2014**, 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)

STATE OF MISSISSIPPI
RUTH E. ROCK
ID NO. 119445
Commission Expires
03/09/2021
NOTARY PUBLIC
HANCOCK COUNTY

Exhibit "A"

Utility and Drainage Easement

A parcel of land (easement) situated and being located in the North 1/2 of the NE 1/4 of the SE 1/4 of Section 3, 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 iron pipe found at the northwest corner of the North 1/2 of the NE 1/4 of the SE 1/4 of said Section 3, said point also being the southwest corner of property now or formerly to Florence Gardens, LLC (Harrison County Instrument #2009-9090-D-J1); thence N 89°37'15" E 1290.17 feet along the south boundary of said property now or formerly to Florence Gardens, L.L.C., and also along the south boundary of said property now or formerly to Congregation Beth Israel (Harrison County Instrument #2009-9276-D-J1) to the Point Of Beginning, said Point Of Beginning having grid coordinates N. 350,728.97 and E. 909,770.00 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) 0.99995636 with a convergence angle of -00°07'11" (at the Point Of Beginning); thence continue N 89°37'15" E 15.00 feet along said south boundary of property now or formerly to Congregation Beth Israel to a 1" iron pipe found at the southeast corner of said property now or formerly to Congregation Beth Israel, said point also being located on the existing west right-of-way of Three Rivers Road; thence S 00°13'14" E 320.99 feet along said existing west right-of-way of Three Rivers Road to a 1.5" iron pipe found at the northeast corner of property now or formerly to The Hansen Family Trust (Hansen) (Harrison County Instrument #2009-3793-D-J1); thence S 89°10'02" W 15.00 feet along the north boundary of said property now or formerly to Hansen; thence N 00°13'14" W 321.11 feet to the said Point Of Beginning.

Said parcel of land (easement) contains 4,816 square feet or 0.111 acre, more or less.

4

NORTH

GRAPHIC SCALE

80 0 40 80

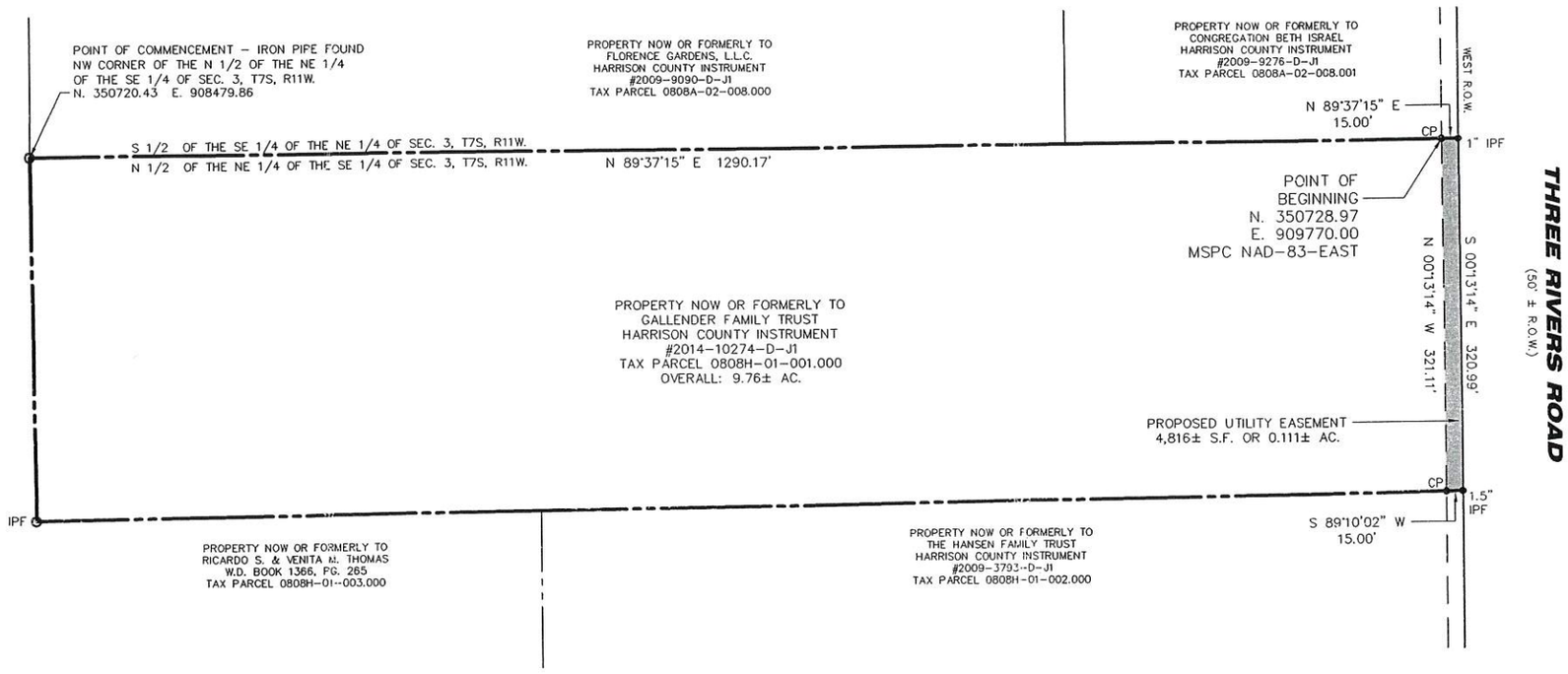
(IN FEET)
1 inch = 80 ft.

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 = 0.99995636
Convergence Angle = −0°07'11"
(at the Point Of Beginning)

LEGEND

CP ● = computed point
IRF/IPF ○ = iron rod/pipe found
IRS ◉ = 1/2" iron rod set

EXHIBIT B



LEGAL DESCRIPTION: PROPOSED UTILITY EASEMENT

A parcel of land (easement) situated and being located in the North 1/2 of the NE 1/4 of the SE 1/4 of Section 3, 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 iron pipe found at the northwest corner of the North 1/2 of the NE 1/4 of the SE 1/4 of said Section 3, said point also being the southwest corner of property now or formerly to Florence Gardens, LLC (Harrison County Instrument #2009-9090-D-J1); thence N 89°37'15" E 1290.17 feet along the south boundary of said property now or formerly to Florence Gardens, L.L.C., and also along the south boundary of said property now or formerly to Congregation Beth Israel (Harrison County Instrument #2009-9276-D-J1) to the Point Of Beginning, said Point Of Beginning having grid coordinates N. 350,728.97 and E. 909,770.00 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) 0.99995636 with a convergence angle of −00°07'11" (at the Point Of Beginning); thence continue N 89°37'15" E 15.00 feet along said south boundary of property now or formerly to Congregation Beth Israel to a 1" iron pipe found at the southeast corner of said property now or formerly to Congregation Beth Israel, said point also being located on the existing west right-of-way of Three Rivers Road; thence S 00°13'14" E 320.99 feet along said existing west right-of-way of Three Rivers Road to a 1.5" iron pipe found at the northeast corner of property now or formerly to The Hansen Family Trust (Hansen) (Harrison County Instrument #2009-3793-D-J1); thence S 89°10'02" W 15.00 feet along the north boundary of said property now or formerly to Hansen; thence N 00°13'14" W 321.11 feet to the said Point Of Beginning.
Said parcel of land (easement) contains 4,816 square feet or 0.111 acre, more or less.

NOTE: This survey "Class C" was made in accordance with the "Standards of Practice for Surveying in the State of Mississippi, August 1, 2015."

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

John Mark Otto
John Mark Otto, P.S.
MS. P.S. No. 02868
March 17, 2016

JOHN MARK OTTO
REGISTERED PROFESSIONAL
LAND SURVEYOR
PLS-2868
STATE OF MISSISSIPPI

521 34th Street,
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

bma BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
www.bmaengineers.com

THREE RIVERS & MAYS SEWER
GALLENDER FAMILY TRUST
GULFPORT, MISSISSIPPI - DRAWING NAME: 3383-22-ES14N.DWG
PROPOSED UTILITY EASEMENT SURVEY

CAD	J.M.O.
SURVEYOR	J.M.O.
DATE	03.17.16
SCALE	SHOWN
BMA#	3383-22
FILE	3383-22-ES14N

SHEET 1 OF 1

S:\3383\3383-22\ESMTS-2016\3383-22-ES14N.dwg/03-17-16/J.M.O.

SCANNED

1st Judicial District
Instrument 2018 891 D – J1
Filed/Recorded 2/14/2018 03:15 P
Total Fees $ 12.00
4 Pages Recorded

This Instrument prepared by and to be returned to:
Margaret E. Murdock, Esq.
City Attorney's Office
P.O. Box 1780
Gulfport, Mississippi 39502
(228) 868-5811

REVIEWED

UTILITY AND 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,**

THE HANSEN FAMILY TRUST,
UNDER AGREEMENT DATED MAY 27, 2009
12225 Three Rivers Road
Gulfport, MS 39503

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 utility system over, across, and under the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

See Exhibit "A" and Exhibit "B" attached.

Grantor further grants unto the City of Gulfport and its employees and contractors a Right of Entry on Grantor's remaining and adjacent property for the purpose of construction and maintenance of said drainage system. 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: **N ½ of the NE ¼ of the SE ¼ of Section 3, Township 7 South, Range 11 West**, City of Gulfport, First Judicial District of Harrison County, Mississippi

WITNESS MY SIGNATURE on this the 13th day of FEBRUARY, 2018.

Virdie L. Hansen, Trustee

VIRDIE L. HANSEN, TRUSTEE

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 13th day of FEBRUARY, 2018, **VIRDIE L. HANSEN, TRUSTEE, THE HANSEN FAMILY TRUST, UNDER AGREEMENT DATED MAY 27, 2009**, 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)

STATE OF MISSISSIPPI
RUTH E. ROCK
ID NO. 119445
Commission Expires
03/09/2021
NOTARY PUBLIC
HANCOCK COUNTY

Exhibit "A"

Utility & Drainage Easement

A parcel of land (easement) situated and being located in the North 1/2 of the NE 1/4 of the SE 1/4 of Section 3, 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 iron pipe found at the northwest corner of the North 1/2 of the NE 1/4 of the SE 1/4 of said Section 3, said point also being the northwest corner of property now or formerly to Gallender Family Trust (Gallender) (Harrison County Instrument #2014-10274-D-J1); thence S 00°35'43" E 331.30 feet along the west boundary of said property now or formerly to Gallender to an iron pipe found at the southwest corner of said property now or formerly to Gallender; thence N 89°10'02" E 1288.07 feet along the south boundary of said property now or formerly to Gallender to the Point Of Beginning, said Point Of Beginning having grid coordinates N. 350,407.86 and E. 909,771.24 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) 0.99995636 with a convergence angle of -00°07'11" (at the Point Of Beginning); thence continue N 89°10'02" E 15.00 feet along said south boundary of property now or formerly to Gallender to a 1.5" iron pipe found at the southeast corner of property now or formerly to Gallender, said point also being located on the existing west right-of-way of Three Rivers Road; thence S 00°00'50" W 141.99 feet along said existing west right-of-way of Three Rivers Road to a 1.25" iron pipe found at the northeast corner of property now or formerly to Ricardo S. and Venita M. Thomas (Thomas-PII) (Warranty Deed Book 1366, Page 265 - Parcel II); thence S 89°10'02" W 15.00 feet along the north boundary of said property now or formerly to Thomas-PII; thence N 00°00'50" E 141.99 feet to the said Point Of Beginning.

Said parcel of land (easement) contains 2,130 square feet or 0.049 acre, more or less.

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. D2401-19-0191

JAMES T. BAKER, EXECUTOR OF THE ESTATE OF JOHNNIE MARIE HORNSBY; THE ESTATE OF JOHNNIE MARIE HORNSBY; WANDA MARIE HORNSBY RAPIER; KANDANCE MARIE RAPIER AND ANY AND ALL OTHER UNKNOWN PERSONS HAVING OR CLAIMING ANY RIGHTS, TITLE OR INTEREST, LEGAL OR EQUITABLE, IN AND TO THE SUBJECT REAL PROPERTY DESCRIBED HEREIN — 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 April 3, 2019, according to §11-27-83, Miss. Code Ann. (1991 Supp.), and on Appraisal Report of J. Daniel Schroeder, Certified General Real Estate Appraiser #GA-150, dated May 8, 2019, evaluated as of May 3, 2019, duly filed herein pursuant to said §11-27-83, and on due notice from the Clerk dated June 12, 2019, 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 an easement across a parcel of land situated and being located in the NE ¼ of the SE ¼ of the NE ¼ of Section 3, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi (Tax Parcel No. 0808A-01-016.000), for completion of the Three Rivers Road/Mays Road Sewer Improvements

Project which is intended to provide sanitary sewer service to an unserved area of the City of Gulfport; 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 12, 2019, and appears to be proper according to law.

2. The Plaintiff, City of Gulfport, shall tender to the Clerk for deposit the sum of $902.00, which sum is equal to the "total just compensation" reported by the Court appointed independent appraiser and said amount is less than 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 an easement required for public convenience and necessity and for completion of the Three Rivers Road/Mays Road Sewer Improvements Project which is intended to provide sanitary sewer service to an unserved area of the City of Gulfport.

3. The Court finds that no person or party, including the Defendants, lawfully occupying the property contained in the 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 easement 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 an easement across a parcel of land situated and being located in the NE ¼ of the SE ¼ of the NE

¼ of Section 3, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi (Tax Parcel No. 0808A-01-016.000), for completion of the Three Rivers Road/Mays Road Sewer Improvements Project which is intended to provide sanitary sewer service to an unserved area of the City of Gulfport, 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 Plat 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 Defendant, Estate of Johnnie Marie Hornsby (James T. Baker, Executor) be, and it is hereby entitled under §11-27-85(2), to receive the amount paid to the Clerk of $902.00, for ultimate payment by the Estate either to Wanda Marie Hornsby Rapier Goff as trust beneficiary or to the heir or heirs of the estate, as may ultimately be determined by a court of competent jurisdiction, and 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 which amount has already been paid by the Plaintiff directly to J. Daniel Schroeder; 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 Defendants.

ORDERED AND ADJUDGED on this the 24 day of June, 2019.

Robin A. Milloy
COUNTY COURT JUDGE [Special Court of Eminent Domain]

FILED
JUN 24 2019
CONNIE LADNER
CIRCUIT CLERK
BY: Jakeisha Harper D.C.

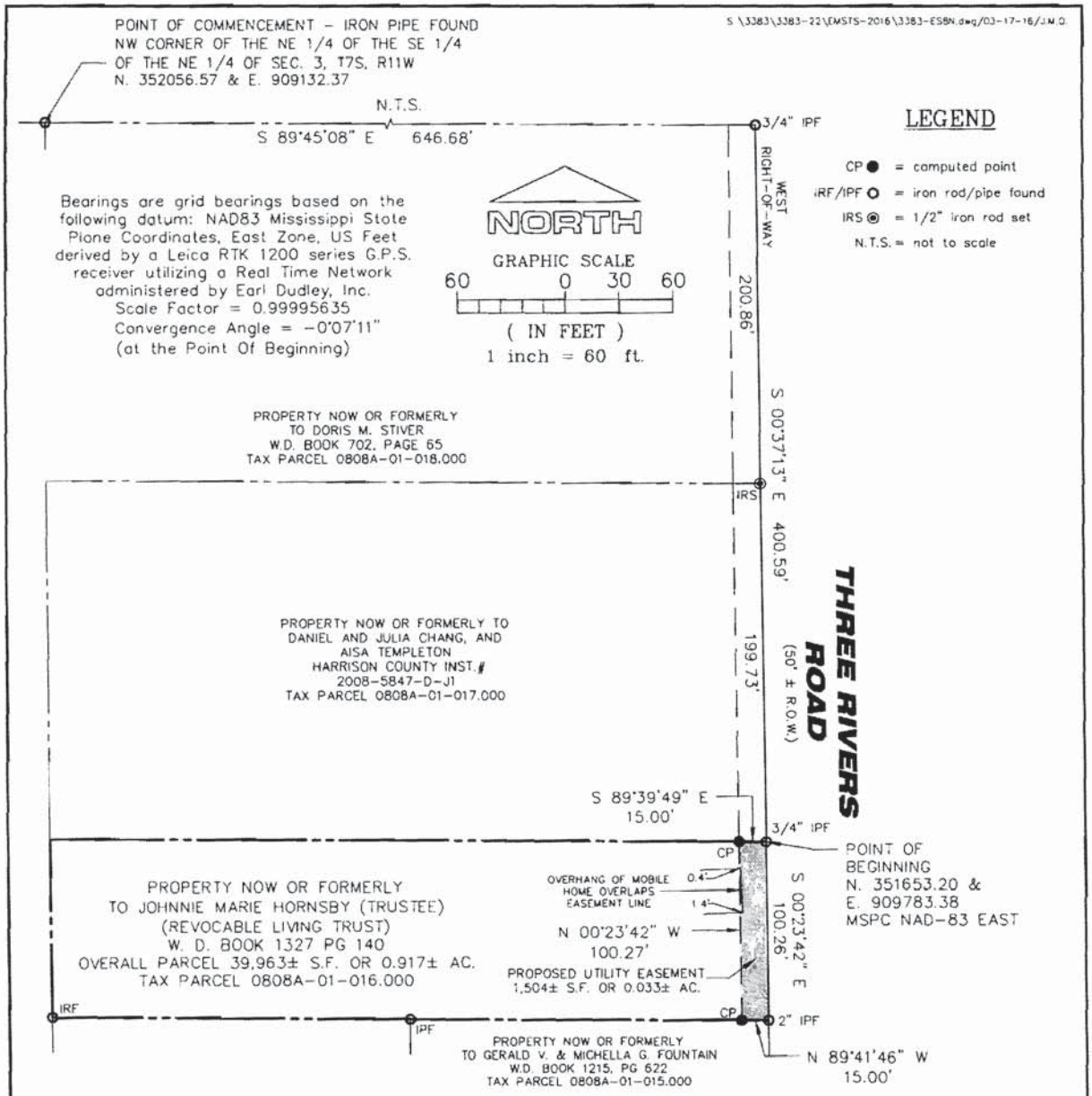
Submitted by:

Margaret Murdock, MS Bar #9824
Attorney for Plaintiff, City of Gulfport

Indexing Instructions: NE ¼ of the SE ¼ of the NE ¼ of Section 3, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi

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

S:\3383\3383-22\DMSTS-2016\3383-ES8N.dwg/03-17-16/J.M.O.



LEGAL DESCRIPTION: Proposed Utility Easement

A parcel of land (easement) situated and being located in the NE1/4 of the SE1/4 of the NE1/4 of Section 3, 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 iron pipe found at the northwest corner of the NE1/4 of the SE1/4 of the NE1/4 of said Section 3, said point being the northwest corner of property now or formerly to Doris M. Stiver (Stiver) (Warranty Deed Book 702, Page 65); thence S 89°45'08" E 646.68 feet along the north boundary of said property now or formerly to Stiver to a 3/4" iron pipe found at the northeast corner of said property now or formerly to Stiver, said point also being located on the existing west right-of-way of Three Rivers Road; thence S 00°37'13" E 400.59 feet along said west right-of-way of Three Rivers Road to a 3/4" iron pipe found at the southeast corner of property now or formerly to Daniel and Julia Chang, and Aisa Templeton (Chang/Templeton) (Harrison County Instrument# 2008-5847-D-J1), said point being the Point Of Beginning, said Point Of Beginning having grid coordinates N. 351653.20 and E. 909783.38 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) 0.99995635 with a convergence angle of -00°07'11" (at the Point Of Beginning); thence S 00°23'42" E 100.26 feet to a 2" iron pipe found at the northeast corner of property now or formerly to Gerald V. and Michella G. Fountain (Fountain) (Warranty Deed Book 1215, page 622); thence N 89°41'46" W 15.00 feet along the north boundary of said property now or formerly to Fountain; thence N 00°23'42" W 100.27 feet to a point located on the south boundary of said property now or formerly to Chang/Templeton; thence S 89°39'49" E 15.00 feet along said south boundary of property now or formerly to Chang/Templeton to the said Point Of Beginning.
Said parcel of land (easement) contains 1,504 square feet or 0.035 acre, more or less.

NOTE: This survey "Class C" was made in accordance with the "Standards of Practice for Surveying in the State of Mississippi, August 1, 2015."

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

John Mark Otto
John Mark Otto, P.S.
MS. P.S. No. 02868
March 17, 2016

JOHN MARK OTTO
REGISTERED PROFESSIONAL
LAND SURVEYOR
PLS-2868
STATE OF MISSISSIPPI

THREE RIVERS & MAYS SEWER
JOHNNIE MARIE HORNSBY - TRUSTEE
GULFPORT, MISSISSIPPI - DRAWING NAME: 3383-22-ES8N.DWG
DRAWING: 3383-22-UTILITY EASEMENT SURVEY

bma BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS & LAND SURVEYORS

521 34th Street,
Gulfport, MS 39507
(228)864-7612
Fax(228)864-7676

EXHIBIT
A

EXHIBIT "B"

Sewer Easement

A parcel of land (easement) situated and being located in the NE1/4 of the SE1/4 of the NE1/4 of Section 3, 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 iron pipe found at the northwest corner of the NE1/4 of the SE1/4 of the NE1/4 of said Section 3, said point being the northwest corner of property now or formerly to Doris M. Stiver (Stiver) (Warranty Deed Book 702, Page 65); thence S 89°45'08" E 646.68 feet along the north boundary of said property now or formerly to Stiver to a 3/4" iron pipe found at the northeast corner of said property now or formerly to Stiver, said point also being located on the existing west right-of-way of Three Rivers Road; thence S 00°37'13" E 400.59 feet along said west right-of-way of Three Rivers Road to a 3/4" iron pipe found at the southeast corner of property now or formerly to Daniel and Julia Chang, and Aisa Templeton (Chang/Templeton) (Harrison County Instrument# 2008-5847-D-J1), said point being the Point Of Beginning, said Point Of Beginning having grid coordinates N. 351653.20 and E. 909783.38 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) 0.99995635 with a convergence angle of -00°07'11" (at the Point Of Beginning); thence S 00°23'42" E 100.26 feet to a 2" iron pipe found at the northeast corner of property now or formerly to Gerald V. and Michella G. Fountain (Fountain) (Warranty Deed Book 1215, page 622); thence N 89°41'46" W 15.00 feet along the north boundary of said property now or formerly to Fountain; thence N 00°23'42" W 100.27 feet to a point located on the south boundary of said property now or formerly to Chang/Templeton; thence S 89°39'49" E 15.00 feet along said south boundary of property now or formerly to Chang/Templeton to the said Point Of Beginning.
Said parcel of land (easement) contains 1,504 square feet or 0.035 acre, more or less.

1st Judicial District
Instrument 2019 3080 D – J1
Filed/Recorded 5/ 8/2019 02:06 P
Total Fees $ 12.00
8 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

DRAINAGE AND UTILITY EASEMENT

FOR AND IN CONSIDERATION of the sum of ONE and NO/100 Dollars ($1.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned **Grantors,**

FARRELL LAMAR STIVER, JR.
GREGORY LEE STIVER
ROBERT STEPHEN STIVER
EDGAR MARK STIVER
MARDI STIVER O'NEAL
JOSEPH PAUL STIVER
12387 Three Rivers Road
Gulfport, Mississippi 39503

do hereby grant, convey, assign, and transfer unto **Grantee,**

CITY OF GULFPORT, MISSISSIPPI
A Mississippi Municipal Corporation
2309 15th Street
Gulfport, Mississippi 39501
Telephone (228) 868-5811

a perpetual easement for construction, installation, operation and maintenance of a drainage and utility system over, across, and under the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

See Exhibit "A" and Exhibit "B" attached.

Grantor further grants unto the City of Gulfport and its employees and contractors a Right of Entry on Grantor's remaining and adjacent property for the purpose of construction and maintenance of said drainage and utility system. 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: **East ½ of the SW ¼ of the NE ¼ being located in Section 3, Township 7 South, Range 11 West**, City of Gulfport, First Judicial District of Harrison County, Mississippi

WITNESS OUR SIGNATURES on this the ___ day of SEE BELOW, 2019.

FARRELL LAMAR STIVER, JR.

Farrell Lamar Stiver Jr.

GREGORY LEE STIVER

Gregory L Stiver

ROBERT STEPHEN STIVER

Robert Stephen Stiver

EDGAR MARK STIVER

Edgar Mark Stiver

MARDI STIVER O'NEAL

Mardi Stiver O'Neal

JOSEPH PAUL STIVER

Joseph P. Stiver

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 26th day of April, 2019, **FARRELL LAMAR STIVER, JR.**, 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.

Kathy Hale
NOTARY PUBLIC

My Commission Expires:
2/21/2021

STATE OF MISSISSIPPI
KATHY HALE
ID NO. 76963
Commission Expires
02/21/2021
NOTARY PUBLIC
HARRISON COUNTY

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 26th day of April, 2019, **ROBERT STEPHEN STIVER**, 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.

Kathy Hale
NOTARY PUBLIC

My Commission Expires:
2/21/21

(SEAL)

STATE OF MISSISSIPPI
KATHY HALE
ID NO. 76983
Commission Expires
02/21/2021
NOTARY PUBLIC
HARRISON COUNTY

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 3RD day of MAY, 2019, **EDGAR MARK STIVER**, 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)

STATE OF MISSISSIPPI
RUTH E. ROCK
ID NO 119445
Commission Expires
03/09/2021
NOTARY PUBLIC
HARRISON COUNTY

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 3RD day of MAY, 2019, **MARDI STIVER O'NEAL**, 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)

STATE OF MISSISSIPPI
RUTH E. ROCK
ID NO 119445
Commission Expires
03/09/2021
NOTARY PUBLIC
HARRISON COUNTY

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 6th day of May, 2019, **JOSEPH PAUL STIVER**, 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)

STATE OF MISSISSIPPI
RUTH E. ROCK
ID NO 119445
Commission Expires
03/09/2021
NOTARY PUBLIC
HARRISON COUNTY

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 26th day of April, 2019, **GREGORY LEE STIVER**, 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.

Kathy Hale
NOTARY PUBLIC

My Commission Expires:
2/21/2021

(SEAL)

STATE OF MISSISSIPPI
KATHY HALE
ID NO. 76983
Commission Expires
02/21/2021
NOTARY PUBLIC
HARRISON COUNTY

Exhibit "A"

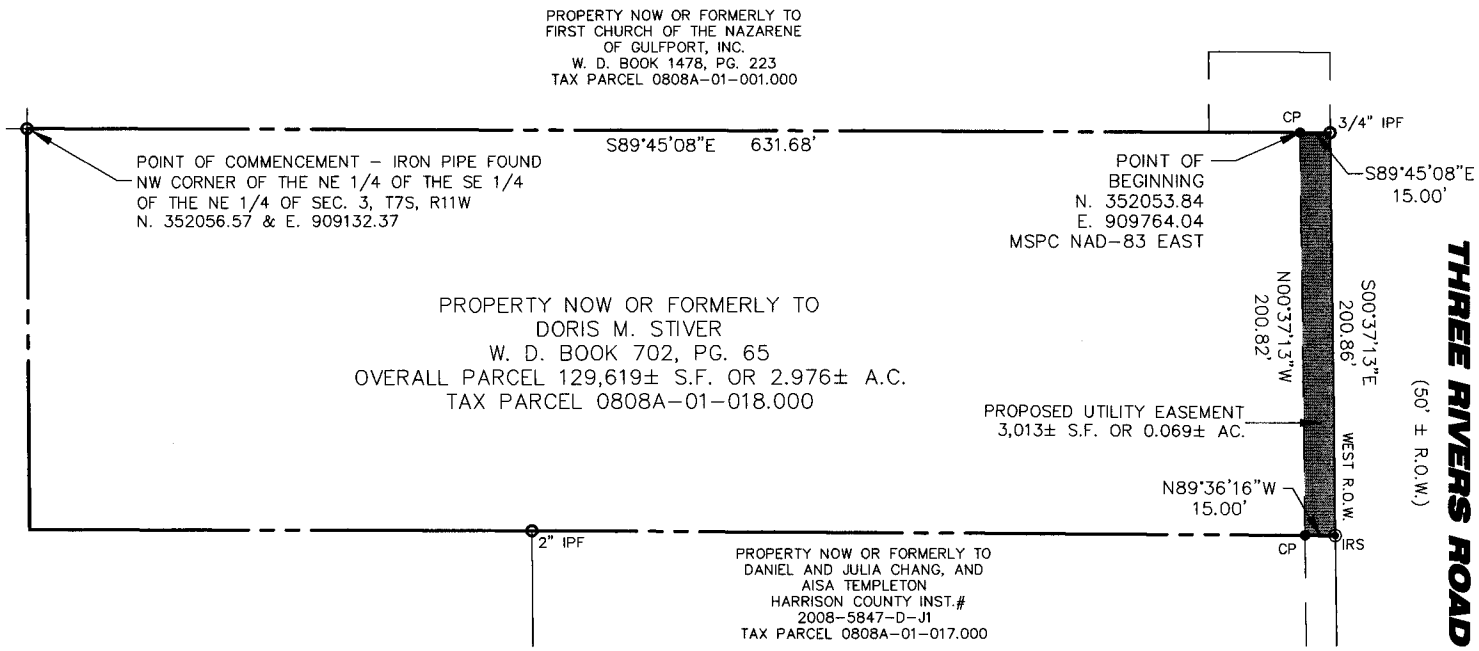
Utility and Drainage Easement

An easement situated and being located in the NE1/4 of the SE1/4 of the NE1/4 of Section 3, 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 iron pipe found at the northwest corner of the NE1/4 of the SE1/4 of the NE1/4 of said Section 3, said point being the southwest corner of property now or formerly to First Church of the Nazarene of Gulfport, Inc. (First Church of the Nazarene) (Warranty Deed Book 1478, page 223); thence S 89°45'08" E 631.68 feet along the south boundary of said property now or formerly to First Church of the Nazarene to the Point Of Beginning, said Point Of Beginning having grid coordinates N. 352053.84 and E. 909764.04 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) 0.99995636 with a convergence angle of -00°07'12" (at the Point Of Beginning); thence continue S 89°45'08" E 15.00 feet to a 3/4" iron pipe found at the southeast corner of said property now or formerly to First Church of the Nazarene, said point being located on the existing west right-of-way of Three Rivers Road; thence S 00°37'13" E 200.86 feet along said west right-of-way of Three Rivers Road to a 1/2" iron rod set at the northeast corner of property now or formerly to Daniel and Julia Chang, and Aisa Templeton (Chang/Templeton) (Harrison County Instrument# 2008-5847-D-J1); thence N 89°36'16" W 15.00 feet along the north boundary of said property now or formerly to Chang/Templeton; thence N 00°37'13" W 200.82 feet to the said Point Of Beginning.

Said parcel of land (easement) contains 3,013 square feet or 0.069 acre, more or less.

EXHIBIT B



GRAPHIC SCALE

60 0 30 60

(IN FEET)

1 inch = 60 ft.

LEGEND

CP ● = computed point

IRF/IPF ○ = iron rod/pipe found

IRS ◉ = 1/2" iron rod set

NORTH

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 = 0.99995636
Convergence Angle = -0°07'12"
(at the Point Of Beginning)

LEGAL DESCRIPTION: Proposed Utility Easement

A parcel of land (easement) situated and being located in the NE1/4 of the SE1/4 of the NE1/4 of Section 3, 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 iron pipe found at the northwest corner of the NE1/4 of the SE1/4 of the NE1/4 of said Section 3, said point being the southwest corner of property now or formerly to First Church of the Nazarene of Gulfport, Inc. (First Church of the Nazarene) (Warranty Deed Book 1478, page 223); thence S 89°45'08" E 631.68 feet along the south boundary of said property now or formerly to First Church of the Nazarene to the Point Of Beginning, said Point Of Beginning having grid coordinates N. 352053.84 and E. 909764.04 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) 0.99995636 with a convergence angle of -00°07'12" (at the Point Of Beginning); thence continue S 89°45'08" E 15.00 feet to a 3/4" iron pipe found at the southeast corner of said property now or formerly to First Church of the Nazarene, said point being located on the existing west right-of-way of Three Rivers Road; thence S 00°37'13" E 200.86 feet along said west right-of-way of Three Rivers Road to a 1/2" iron rod set at the northeast corner of property now or formerly to Daniel and Julia Chang, and Aisa Templeton (Chang/Templeton) (Harrison County Instrument# 2008-5847-D-J1); thence N 89°36'16" W 15.00 feet along the north boundary of said property now or formerly to Chang/Templeton; thence N 00°37'13" W 200.82 feet to the said Point Of Beginning. Said parcel of land (easement) contains 3,013 square feet or 0.069 acre, more or less.

NOTE: This survey "Class C" was made in accordance with the "Standards of Practice for Surveying in the State of Mississippi, August 1, 2015."

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

John Mark Otto
John Mark Otto, P.S.
MS. P.S. No. 02868
March 17, 2016

JOHN MARK OTTO
REGISTERED PROFESSIONAL
LAND SURVEYOR
PLS-2868
STATE OF MISSISSIPPI

THREE RIVERS & MAYS SEWER
DORIS M. STIVER
GULFPORT, MISSISSIPPI - DRAWING NAME: 3383-22-ES10N.DWG
PROPOSED UTILITY EASEMENT SURVEY

bma BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
www.bmaengineers.com
521 34th Street, 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

S:\3383\3383-22\ESMTS-2016\3383-22-ES10N.dwg/03-17-16/J.M.O.

STATE OF MISSISSIPPI
COUNTY OF HARRISON

AFFIDAVIT

PERSONALLY appeared before me, the undersigned authority in and for the aforesaid jurisdiction, Ellis T. Bond, who, being by me first duly sworn, upon oath deposed and said as follows:

1. That he/she is an adult citizen of the City of Gulfport, County of Harrison, State of Mississippi.

2. That he/she has firsthand knowledge of facts and matters set forth in this Affidavit.

3. That DORIS MAXINE HOLMES STIVER died on February 8, 2015, in Biloxi, Mississippi.

4. That DORIS MAXINE HOLMES STIVER was married but once, and then to Farrell Lamar Stiver, who predeceased her.

5. That DORIS MAXINE HOLMES STIVER died intestate, leaving as her sole and only heirs-at-law, six (6) living children: Farrell Lamar, Jr., Gregory Lee Stiver, Robert Stephen Stiver, Joseph Paul Stiver, Mardi Stiver O'Neal, Edgar Mark Stiver. She was predeceased by three (3) children: Patricia Elaine Stiver (no children), Vickie Lynn Stiver (no children), and Patrick Michael Stiver (no children).

6. That she had no other surviving heirs-at-law at the time of her death.

7. That Ellis T. Bond is a disinterested party in that ~~she~~ he is not an heir of DORIS MAXINE HOLMES STIVER, but has knowledge of who her heirs are.

8. That there was not an adjudication of heirs done, and this affidavit is for the purpose of enabling a clear chain of title to certain real property.

WITNESS MY SIGNATURE on this the 3rd day of May, 2019.

_____

_____

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority, in and for the aforesaid County and State, on this the 3rd day of May, 2019, the within named Ellis T Bond, who acknowledged that he/she executed the above and foregoing instrument.

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 83082 CONNIE L. YOUNG Commission Expires Oct. 22, 2022 HARRISON COUNTY

Connie L. Young
NOTARY PUBLIC

My commission expires: 10/22/2022

SCANNED

1st Judicial District
Instrument 2019 866 D – J1
Filed/Recorded 2/14/2019 11:50 A
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

UTILITY AND 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 **Grantors,**

RICARDO S. and VENITA M. THOMAS
12223 Three Rivers Road
Gulfport, Mississippi 39503

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 sewer 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.

Grantor further grants unto the City of Gulfport and its employees and contractors a Right of Entry on Grantor's remaining and adjacent property for the purpose of construction and maintenance of said drainage system. 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: **North ½ of the NE ¼ of the SE ¼ of Section 3, Township 7 South, Range 11 West**, City of Gulfport, First Judicial District of Harrison County, Mississippi

WITNESS OUR SIGNATURES on this the 13th day of FEBRUARY, 2019.

RICARDO S. THOMAS

VENITA M. THOMAS

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 13th day of FEBRUARY, 2019, RICHARDO S. THOMAS, 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)

STATE OF MISSISSIPPI
RUTH E. ROCK
ID NO. 119445
Commission Expires
03/09/2021
NOTARY PUBLIC
HANCOCK COUNTY

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 13th day of FEBRUARY, 2019, VENITA M. THOMAS, 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:

3/9/2021

(SEAL)

STATE OF MISSISSIPPI
RUTH E. ROCK
ID NO. 119445
Commission Expires
03/09/2021
NOTARY PUBLIC
HANCOCK COUNTY

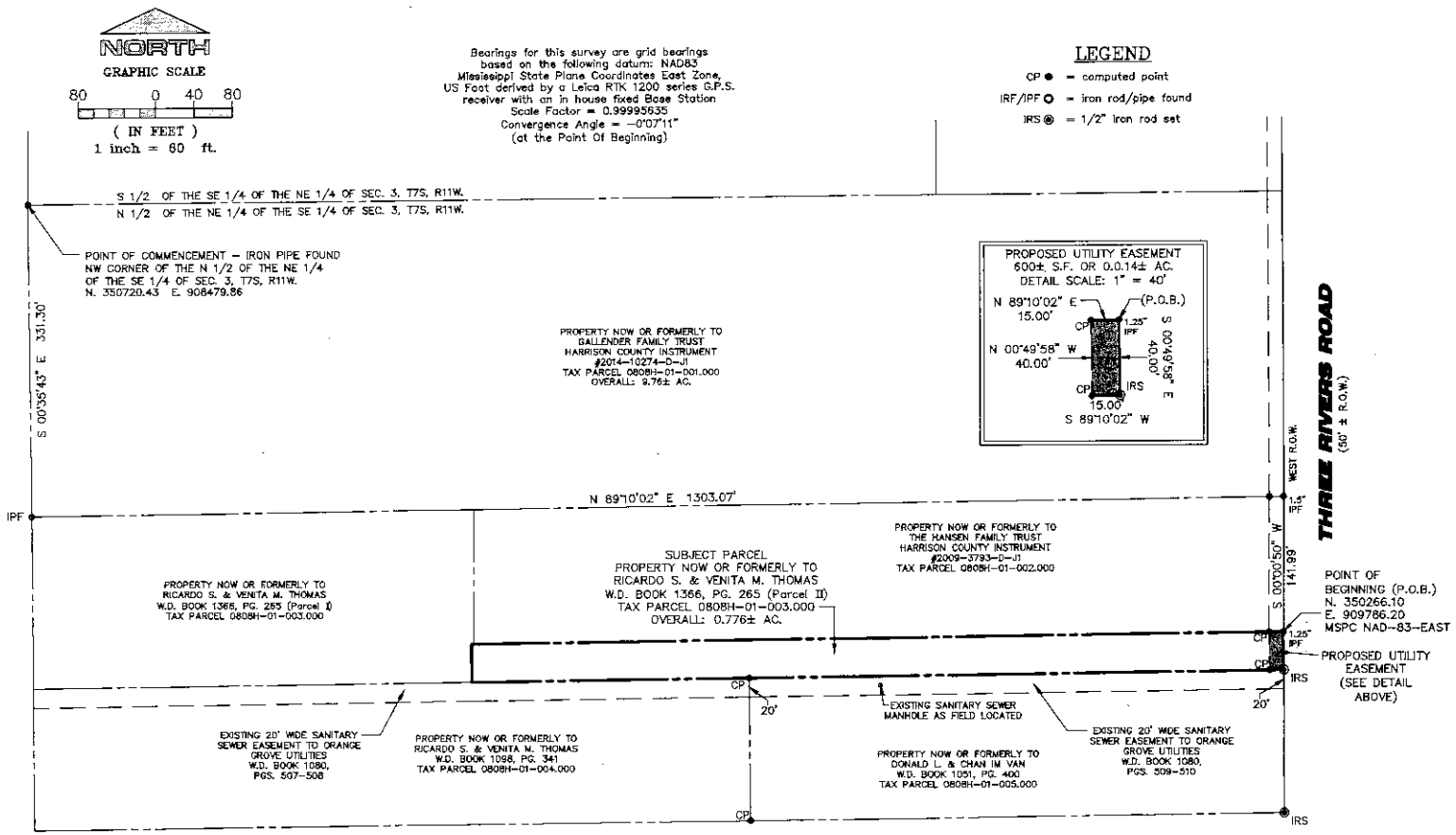
Exhibit "A"

Utility and Drainage Easement

A parcel of land (easement) situated and being located in the North 1/2 of the NE 1/4 of the SE 1/4 of Section 3, 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 iron pipe found at the northwest corner of the North 1/2 of the NE 1/4 of the SE 1/4 of said Section 3, said point also being the northwest corner of property now or formerly to Gallender Family Trust (Gallender) (Harrison County Instrument #2014-10274-D-J1); thence S 00°35'43" E 331.30 feet along the west boundary of said property now or formerly to Gallender to an iron pipe found at the southwest corner of said property now or formerly to Gallender; thence N 89°10'02" E 1303.07 feet along the south boundary of said property now or formerly to Gallender to an iron pipe found at the southeast corner of property now or formerly to Gallender, said point also being located on the existing west right-of-way of Three Rivers Road; thence S 00°00'50" W 141.99 feet along said existing west right-of-way of Three Rivers Road to an iron pipe found at the southeast corner of property now or formerly to The Hansen Family Trust (Hansen) (Harrison County Instrument #2009-3793-D-J1), said point also being the Point Of Beginning, said Point Of Beginning having grid coordinates N. 350,266.10 and E. 909,786.20 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) 0.99995635 with a convergence angle of -00°07'11" (at the Point Of Beginning); thence S 00°49'58" E 40.00 feet along said existing west right-of-way of Three Rivers Road to the northeast corner of property now or formerly to Donald L. and Chan Im Van (Van) (Warranty Deed Book 1051, Page 400); thence S 89°10'02" W 15.00 feet along the south boundary of said property now or formerly to Van; thence N 00°49'58" W 40.00 feet to a point located on the south boundary of said property now or formerly to Hansen; thence N 89°10'02" E 15.00 feet along said south boundary of property now or formerly to Hansen to the said Point Of Beginning.

Said parcel of land (easement) contains 600 square feet or 0.014 acre, more or less.



LEGAL DESCRIPTION: PROPOSED UTILITY EASEMENT

A parcel of land (easement) situated and being located in the North 1/2 of the NE 1/4 of the SE 1/4 of Section 3, 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 iron pipe found at the northwest corner of the North 1/2 of the NE 1/4 of the SE 1/4 of said Section 3, said point also being the northwest corner of property now or formerly to Gallender Family Trust (Gallender) (Harrison County Instrument #2014-10274-D-J1); thence S 00°35'43" E 331.30 feet along the west boundary of said property now or formerly to Gallender to an iron pipe found at the southwest corner of said property now or formerly to Gallender; thence N 89°10'02" E 1303.07 feet along the south boundary of said property now or formerly to Gallender to an iron pipe found at the southeast corner of property now or formerly to Gallender, said point also being located on the existing west right-of-way of Three Rivers Road; thence S 00°00'50" W 141.99 feet along said existing west right-of-way of Three Rivers Road to an iron pipe found at the southeast corner of property now or formerly to The Hansen Family Trust (Hansen) (Harrison County Instrument #2009-3793-D-J1), said point also being the Point Of Beginning, said Point Of Beginning having grid coordinates N. 350,266.10 and E. 909,786.20 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) 0.99995635 with a convergence angle of -00°07'11" (at the Point Of Beginning); thence S 00°49'58" E 40.00 feet along said existing west right-of-way of Three Rivers Road to the northeast corner of property now or formerly to Donald L. and Chan Im Van (Van) (Warranty Deed Book 1051, Page 400); thence S 89°10'02" W 15.00 feet along the south boundary of said property now or formerly to Van; thence N 00°49'58" W 40.00 feet to a point located on the south boundary of said property now or formerly to Hansen; thence N 89°10'02" E 15.00 feet along said south boundary of property now or formerly to Hansen to the said Point Of Beginning.

Said parcel of land (easement) contains 600 square feet or 0.014 acre, more or less.

NOTE: This survey "Class C" was made in accordance with the "Standards of Practice for Surveying in the State of Mississippi, August 1, 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 16, 2016

JOHN MARK OTTO REGISTERED PROFESSIONAL LAND SURVEYOR PLS-2868 STATE OF MISSISSIPPI

S:\3383\3383-22\ESMTS-2016\3383-22-ES17N.dwg/03-16-16/J.M.O.

521 34th Street, Gulfport, MS 39507 (228)864-7612 Fax:(228)864-7676
776 Vieux Marche, 2nd Floor, Biloxi, MS 39530 (228)436-7612 Fax:(228)436-7676
bma BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
www.bmaengineers.com

EXHIBIT B

THREE RIVERS & MAYS SEWER
RICARDO S. & VENITA M. THOMAS
GULFPORT, MISSISSIPPI - DRAWING NAME: 3383-22-ES17N.DWG

PROPOSED UTILITY EASEMENT SURVEY

CAD	J.M.O.
SURVEYOR	J.M.O.
DATE	03.16.16
SCALE	SHOWN
BMA#	3383-22
FILE	3383-22-ES17N
SHEET	1 OF 1

1st Judicial District
Instrument 2019 977 D – J1
Filed/Recorded 2/20/2019 10:21 A
Total Fees $ 16.00
5 Pages Recorded

This Instrument prepared by and to be returned to:
Margaret Murdock, Esq.
City Attorney's Office
P.O. Box 1780
Gulfport, Mississippi 39502
(228) 868-5811

REVIEWED

UTILITY AND DRAINAGE EASEMENT

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR 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,**

JOE GRAHAM POST #119, AMERICAN LEGION
12320 Ashley Drive, Suite A
Gulfport, MS 39503
Telephone (228) 206-3201

does hereby grant, convey, assign, and transfer unto **Grantee,**

CITY OF GULFPORT, MISSISSIPPI
A Mississippi Municipal Corporation
2309 15th Street
Gulfport, Mississippi 39501
Telephone (228) 868-5811

a perpetual easement for construction, installation, operation and maintenance of a utility (water, sewer, 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.

Grantor further grants unto the City of Gulfport and its employees and contractors a Right of Entry on Grantor's remaining and adjacent property for the purpose of construction and maintenance of said utility system. 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: **NE ¼ of the NE ¼ of Section 10, Township 7 South, Range 11 West,** City of Gulfport, First Judicial District of Harrison County, Mississippi

WITNESS OUR SIGNATURES on this the 19th day of FEBRUARY, 2019.

Terry W. Applebee, Jr., Commander
FOR AND ON BEHALF OF JOE GRAHAM POST
#119, AMERICAN LEGION

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 FEBRUARY, 2019, TERRY W. APPLEBEE, who acknowledged to me that he is the COMMANDER of JOE GRAHAM POST #119, AMERICAN LEGION, and that he/she signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned, for an on behalf of HARRISON FINANCE COMPANY, as his/her free and voluntary act and deed after first being duly authorized to do so.

Ruth Rock
NOTARY PUBLIC

My Commission Expires:

3/9/2021

(SEAL)

STATE OF MISSISSIPPI
RUTH E. ROCK
ID NO. 119446
Commission Expires
03/09/2021
NOTARY PUBLIC
HANCOCK COUNTY

Exhibit "A"

Utility Easement

A Utility Easement being 15 feet wide and running with and along the east right-of-way of Three Rivers Road and being a part of the same parcels or tracts of land described and recorded in the Office of Harrison County Chancery Clerk in Instrument No. 2005-21407-D-J1 and located in the NE ¼ of the NE ¼ Section 10, Township 7 South, Range 11 West, Harrison County, Mississippi and being more particularly described as follows:

Commence at the Northeast Corner of the NE ¼ of the NE ¼ of Section 10, Township 7 South, Range 11 West, Thence South 89 Degrees 56 Minutes 00 Seconds West along the North Boundary of said Section 10, Township 7 South, Range 11 West, a distance of 35.51 feet to a point;

Thence South 00 Degrees 04 Minutes 00 Seconds West, a distance of 50.47 feet to a found rebar on the east right-of-way of Three Rivers Road

Thence along and with the east right-of-way of Three Rivers Road for a distance of 198.07 feet along the arc of curve to the right with a radius of 918.95 feet and a chord bearing and length of South 25 Degrees 04 Minutes 30 Seconds West, 197.69 feet to a found iron pipe;

Thence South 32 Degrees 26 Minutes 17 Seconds West along the east right-of-way of Three Rivers Road, a distance of 78.09 feet to a found rebar at the corner of the parcel described in Instrument No. 2013-8842-D-J1 and also being the corner of the parcel described in Instrument No. 2012-848-D-J1;

Thence South 33 Degrees 30 Minutes 25 Seconds West along the east right-of-way of Three Rivers Road, a distance of 318.38 feet to a found rebar at the corner of the parcel described in Instrument No. 2012-848-D-J1 and also being the corner of the parcel described in Instrument No. 2009-6840-D-J1;

Thence South 32 Degrees 56 Minutes 02 Seconds West along the east right-of-way of Three Rivers Road, a distance of 174.84 feet to a found iron pipe at the southwest corner of the property described in Instrument No. 2009-6840-D-J1 and also being the northwest corner of Parcel "A" of the property described in Instrument No. 2016-4637-D-J1;

Thence South 34 Degrees 26 Minutes 48 Seconds West along the east righ-of-way of Three Rivers Road and also being the northwest margin of Parcels "A" and "B" as shown on Certificate of Re-Subdivision on file in Deed Book 1602 at Page No. 3, a distance of 121.05 feet to a found rebar at the southwest corner of the property described in Instrument No. 2016-4637-D-J1 and the southwest corner of said Parcel "B" for the POINT OF BEGINNING;

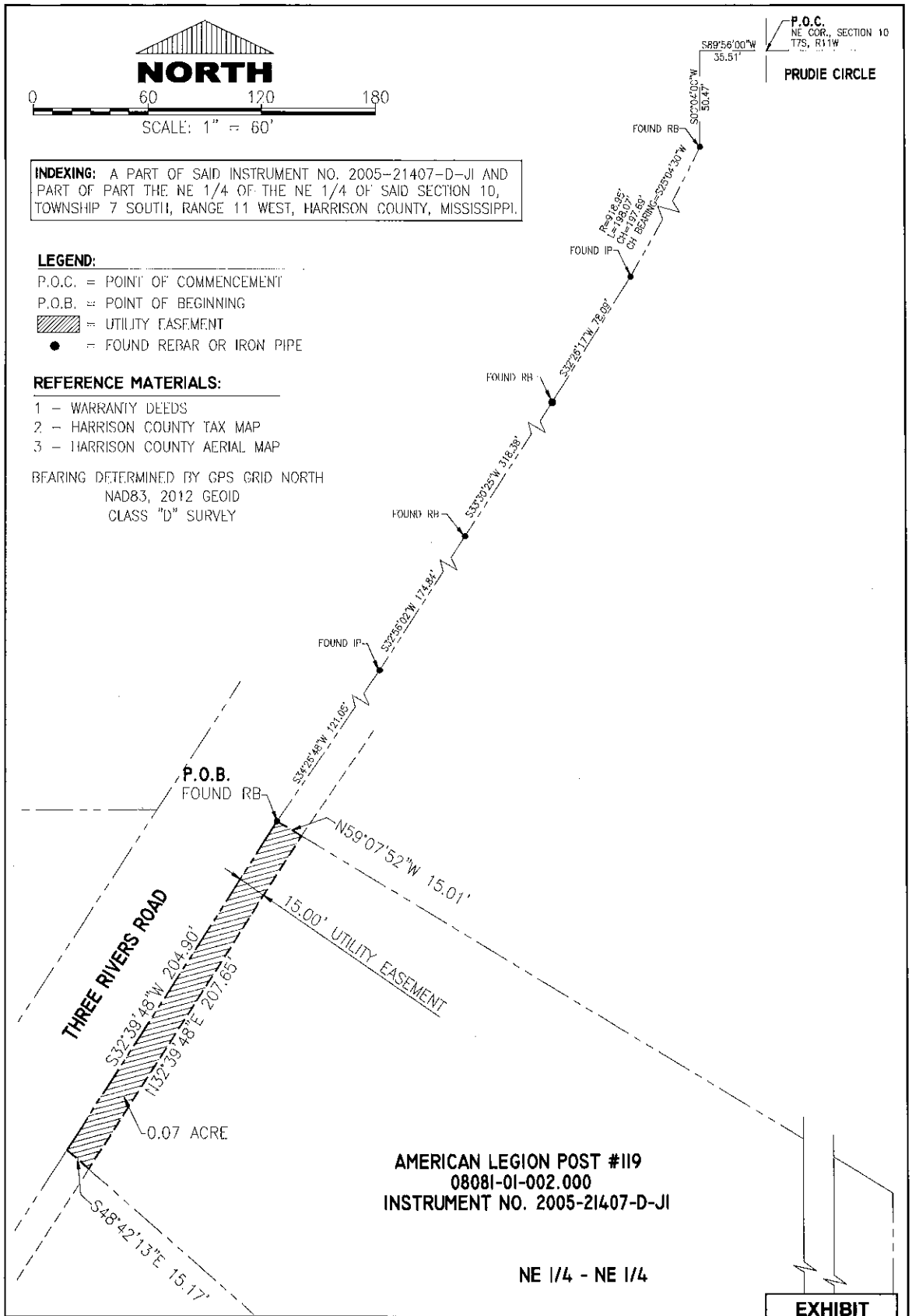
Thence South 32 Degrees 39 Minutes 48 Seconds West along the east right-of-way of Three Rivers Road, a distance of 204.90 feet, more or less to the southwest corner of the property described in Instrument No. 2005-21407-D-J1;

Thence South 48 Degrees 42 Minutes 13 Seconds East along a part of the south margin of the property described in Instrument No. 2005-21407-D-J1, a distance of 15.17 feet, more or less, to a point;

Thence North 32 Degrees 39 Minutes 48 Seconds East, a distance of 207.65 feet, more or less to a point on the north property line of the property described in said Instrument No. 2005-21407-D-J1;

Thence North 59 Degrees 07 Minutes 52 Seconds West along the said north property line of the property described in said Instrument No. 2005-21407-D-J1, a distance of 15.01 feet, more or less to the POINT OF BEGINNING.

The easement contains 0.07 of an acre, more or less and is a part of said Instrument No. 2005-21407-D-J1 and part of the NE ¼ of the NE 1/4 of said Section 10, Township 7 South, Range 11 West, Harrison County, Mississippi.



INDEXING: A PART OF SAID INSTRUMENT NO. 2005-21407-D-JI AND PART OF PART THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 10, TOWNSHIP 7 SOUTH, RANGE 11 WEST, HARRISON COUNTY, MISSISSIPPI.

LEGEND:

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
= UTILITY EASEMENT
● = FOUND REBAR OR IRON PIPE

REFERENCE MATERIALS:

1 – WARRANTY DEEDS
2 – HARRISON COUNTY TAX MAP
3 – HARRISON COUNTY AERIAL MAP

BEARING DETERMINED BY GPS GRID NORTH
NAD83, 2012 GEOID
CLASS "D" SURVEY

EXHIBIT B

GULFPORT

15 FOOT WIDE UTILITY EASEMENT
AMERICAN LEGION POST #119
PARCEL NUMBER 08081-01-002.000

SCALE: 1" = 60'	APPROVED:	DRAWN BY: D. BELL
DATE: NOVEMBER 30, 2017		REVISION NO.:

CITY OF GULFPORT ENGINEERING DEPARTMENT
4050 HEWES AVENUE, GULFPORT, MS 39507

JOB CREW:		DRAWING NUMBER
BOOK NO.:		1 OF 1

SCANNED

1st Judicial District
Instrument 2019 262 D -J1
Filed/Recorded 1/14/2019 03:05 P
Total Fees $ 12.00
6 Pages Recorded

REVIEWED

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

UTILITY (WATER, SEWER, DRAINAGE) EASEMENT

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR 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,**

KATHRINE (KATHY) BOSARGE
BRUCE EARL BOSARGE, DECEASED
11508 Three Rivers Road
Gulfport, MS 39503
Telephone (228) 324-2720

does hereby grant, convey, assign, and transfer unto **Grantee,**

CITY OF GULFPORT, MISSISSIPPI
A Mississippi Municipal Corporation
2309 15th Street
Gulfport, Mississippi 39501
Telephone (228) 868-5811

a perpetual easement for construction, installation, operation and maintenance of a utility (water, sewer, 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.

Grantor further grants unto the City of Gulfport and its employees and contractors a Right of Entry on Grantor's remaining and adjacent property for the purpose of construction and maintenance of said utility system. Any damage caused to Grantors' property as a direct result of the City's use of the Right of Entry will be repaired, as reasonably possible, to pre-damage condition.

INDEXING INSTRUCTIONS: **NE ¼ of the NE ¼ of Section 10, Township 7 South, Range 11 West,** City of Gulfport, First Judicial District of Harrison County, Mississippi

WITNESS MY SIGNATURE on this the 14th day of JANUARY, 2019.

KATHRINE (KATHY) BOSARGE

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 14th day of JANUARY, 2019, KATHRINE (KATHY) BOSARGE, 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:

3/9/2021

(SEAL)

STATE OF MISSISSIPPI
RUTH E. ROCK
ID NO. 119445
Commission Expires
03/09/2021
NOTARY PUBLIC
HANCOCK COUNTY

Exhibit "A"

Utility Easement

A Utility Easement being 15 feet wide and running with and along the east right-of-way of Three Rivers Road and being a part of the same parcel or tract of land described and recorded in the Office of Harrison County Chancery Clerk in Deed Book 1155 at Page 147 and located in the NE ¼ of the NE ¼ Section 10, Township 7 South, Range 11 West, Harrison County, Mississippi and being more particularly described as follows:

Commence at the Northeast Corner of the NE ¼ of the NE ¼ of Section 10, Township 7 South, Range 11 West, Thence South 89 Degrees 56 Minutes 00 Seconds West along the North Boundary of said Section 10, Township 7 South, Range 11 West, a distance of 35.51 feet to a point;

Thence South 00 Degrees 04 Minutes 00 Seconds West, a distance of 50.47 feet to a found rebar on the east right-of-way of Three Rivers Road;

Thence along and with the east right-of-way of Three Rivers Road for a distance of 198.07 feet along the arc of curve to the right with a radius of 918.95 feet and a chord bearing and length of South 25 Degrees 04 Minutes 30 Seconds West, 197.69 feet to a found iron pipe;

Thence South 32 Degrees 26 Minutes 17 Seconds West along the east right-of-way of Three Rivers Road, a distance of 78.09 feet to a found rebar at the corner of the parcel described in Instrument No. 2013-8842-D-J1 and also being the corner of the parcel described in Instrument No. 2012-848-D-J1;

Thence South 33 Degrees 30 Minutes 25 Seconds West along the east right-of-way of Three Rivers Road, a distance of 318.38 feet to a found rebar at the corner of the parcel described in Instrument No. 2012-848-D-J1 and also being the corner of the parcel described in Instrument No. 2009-6840-D-J1;

Thence South 32 Degrees 56 Minutes 02 Seconds West along the east right-of-way of Three Rivers Road, a distance of 174.84 feet to a found iron pipe at the southwest corner of the property described in Instrument No. 2009-6840-D-J1 and also being the northwest corner of Parcel "A" of the property described in Instrument No. 2016-4637-D-J1;

Thence South 34 Degrees 26 Minutes 48 Seconds West along the east right-of-way of Three Rivers Road and also being the northwest margin of Parcels "A" and "B" as shown on Certificate of Re-Subdivision on file in Deed Book 1602 at Page No. 3, a distance of 121.05 feet to a found rebar at the southwest corner of the property described in Instrument No. 2016-4637-D-J1 and the southwest corner of said Parcel "B";

Thence South 32 Degrees 39 Minutes 48 Seconds West along the east right-of-way of Three Rivers Road, a distance of 204.90 feet, more or less to the southwest corner of the property described in Instrument No. 2005-21407-D-J1 and also being the northwest corner of the property described in Deed Book 1155 at Page No. 147 for the POINT OF BEGINNING;

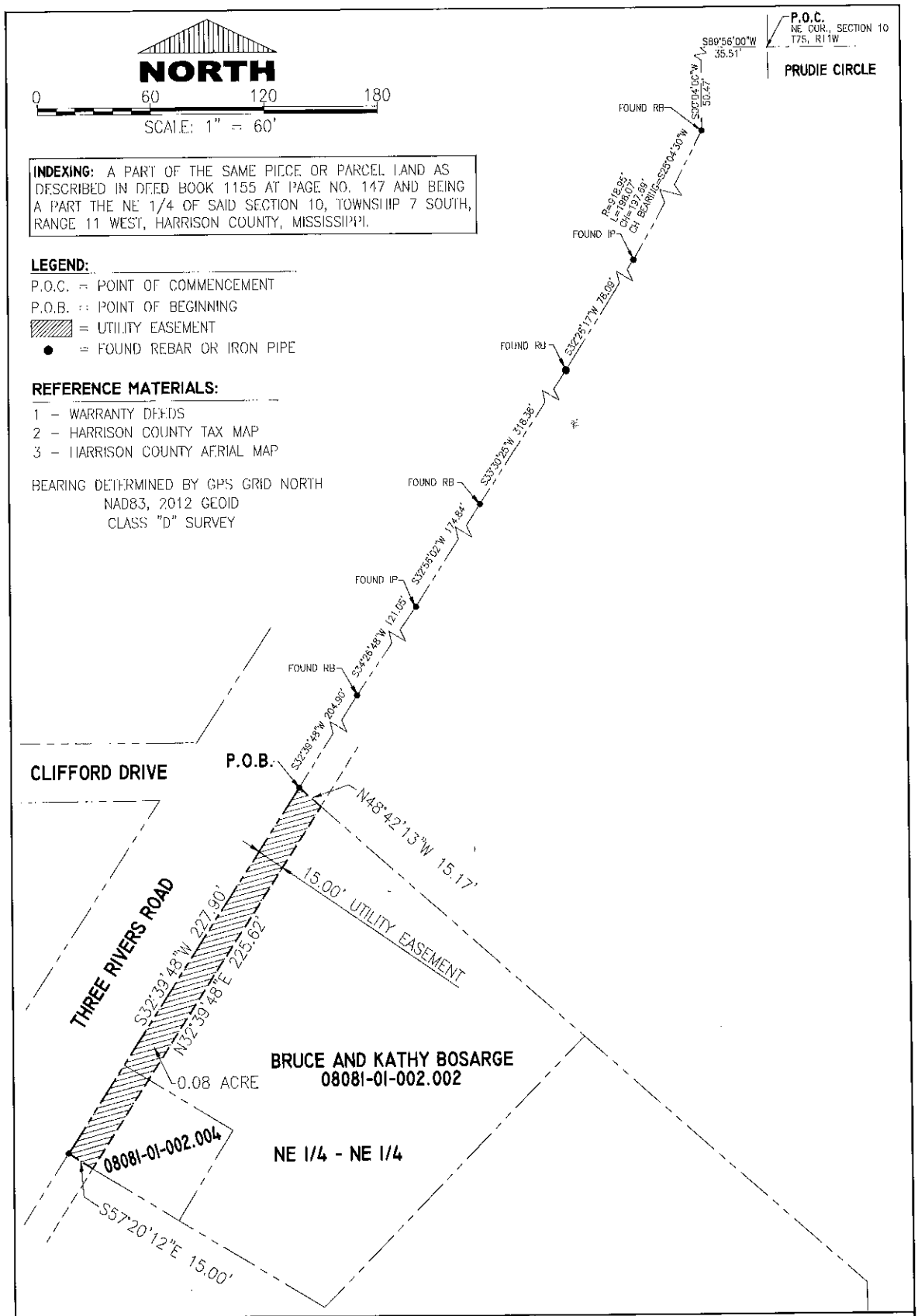
Thence South 32 Degrees 39 Minutes 48 Seconds West along the east right-of-way of Three Rivers Road, a distance of 227.90 feet, more or less, to the southwest corner of the property described in Deed Book 1155 at Page No. 147;

Thence South 57 Degrees 20 Minutes 12 Seconds East along a part of the south margin of the property described in Deed Book 1155 at Page No. 147, a distance of 15.00 feet, more or less;

Thence North 32 Degrees 39 Minutes 48 Seconds East, a distance of 225.62 feet, more or less to a point on the north property line of the property described in said Deed Book 1155 at Page No. 147;

Thence North 48 Degrees 42 Minutes 13 Seconds West along a part of the north margin of the property described in Deed Book 1155 at Page No. 147, a distance of 15.17 feet, more or less to the POINT OF BEGINNING.

The easement contains 0.08 of an acre, more or less and is a part of the same piece or parcel land as described in Deed Book 1155 at Page No. 147 and being a part of the NE ¼ of the NE 1/4 of said Section 10, Township 7 South, Range 11 West, Harrison County, Mississippi.



INDEXING: A PART OF THE SAME PIECE OR PARCEL LAND AS DESCRIBED IN DEED BOOK 1155 AT PAGE NO. 147 AND BEING A PART THE NE 1/4 OF SAID SECTION 10, TOWNSHIP 7 SOUTH, RANGE 11 WEST, HARRISON COUNTY, MISSISSIPPI.

LEGEND:

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
= UTILITY EASEMENT
● = FOUND REBAR OR IRON PIPE

REFERENCE MATERIALS:

1 – WARRANTY DEEDS
2 – HARRISON COUNTY TAX MAP
3 – HARRISON COUNTY AERIAL MAP

BEARING DETERMINED BY GPS GRID NORTH
NAD83, 2012 GEOID
CLASS "D" SURVEY

GULFPORT

15 FOOT WIDE UTILITY EASEMENT
BRUCE AND KATHY BOSARGE
PARCEL NUMBERS 08081-01-002.002 AND 08081-01-002.004

SCALE: 1" = 60'	APPROVED:	DRAWN BY: D. BELL
DATE: NOVEMBER 30, 2017		REVISION NO.:

CITY OF GULFPORT ENGINEERING DEPARTMENT
4050 HEWES AVENUE, GULFPORT, MS 39507

JOB CREW:	**EXHIBIT B**	DRAWING NUMBER
BOOK NO.:		1 OF 1

THE FRONT OF THIS DOCUMENT IS PINK - THE BACK OF THIS DOCUMENT IS BLUE AND HAS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

6

ALABAMA
Center for Health Statistics

VTA

TYPE IN PERMANENT BLACK INK. DO NOT USE GREEN, RED, OR BLUE INK

ALABAMA
CERTIFICATE OF DEATH

County File Number 10-18050

State File Number 101

3. 09902
6. 101
19. 25
20. 125014
26.
27.
34. 00000

DECEASED

1. DECEASED—NAME First: Bruce Middle: Earl Last (Type last name all capitals): Bosarge
2. DATE OF DEATH (Month, Day, Year): May 3, 2010
3. COUNTY OF DEATH: Mobile
4. CITY, TOWN, OR LOCATION OF DEATH AND ZIP CODE: Mobile
5. INSIDE CITY LIMITS (Specify Yes or No):
6. PLACE OF DEATH—HOSPITAL OR OTHER INSTITUTION—(If not in either, give street and number): Mobile Infirmary
7. IF HOSPITAL (Specify Inpatient, ER or Outpatient, DOA):
8. OF HISPANIC ORIGIN (Specify Yes or No) If Yes, Specify Cuban, Mexican, Puerto Rican, etc.: No
9. RACE—(Specify American Indian, Black, White, etc.): White
10. SEX: Male
11. AGE: 62 YRS.
12. UNDER 1 YEAR: MOS. DAYS
UNDER 1 DAY: HOURS. MINS.
13. DATE OF BIRTH (Month, Day, Year): August 10, 1947
14. DECEASED'S SOCIAL SECURITY NUMBER: 426-98-2940
15. EDUCATION (Specify Only highest grade completed below): Elementary or High School (0-12): 10 College (1-4 or 5+):
16. MARITAL STATUS (Specify Married, Never Married, Widowed, Divorced): Married
17. SURVIVING SPOUSE (If wife, give maiden name): Katherine Engdorf
18. Was Deceased ever in Armed Forces (Specify Yes or No): No
19. STATE OF BIRTH (If not in USA, name country): Mississippi
20. RESIDENCE—STATE: Mississippi
21. COUNTY: Harrison
22. CITY, TOWN, OR LOCATION AND ZIP CODE: Gulfport
23. INSIDE CITY LIMITS (Specify Yes or No): Yes
24. STREET AND NUMBER: 11508 Three Rivers Rd.
25. INFORMANT—Name and Address: 11508 Three Rivers Rd. Kathrine Bosarge-Gulfport, MS 39503
26. USUAL OCCUPATION (Give kind of work done during most of working life even if retired): Owner/Operator
27. KIND OF BUSINESS OR INDUSTRY: Candle Manufacturing
28. FATHER—NAME First: Leonard Middle: Rodolph Last: Bosarge
29. MAIDEN NAME OF MOTHER— First: Gladys Middle: Last: Ladner

BURIAL

30. DISPOSITION OF BODY (Specify Burial, Cremation, Medical Donation, Hospital Disposal, Other): Cremation
31. DATE OF DISPOSITION (Month, Day, Year): 5-6-2010
32. CEMETERY OR CREMATORY—Name: So. MS Crematory
33. LOCATION—(City or Town—State): Gulfport, Mississippi
34. FUNERAL HOME—Name and Address: P.O. Box 2188 Riemann Funeral Home-Gulfport, MS 39505
35. FUNERAL DIRECTOR—Signature:
36. DATE SIGNED BY FUNERAL DIRECTOR: 5/28/2010

CERTIFIER

37. Certifying Physician (Physician certifying cause of death) "To the best of my knowledge death occurred at the time and date, and due to the cause(s) and manner stated." — Medical Examiner — Coroner "On the basis of examination and/or investigation, in my opinion, death occurred at the time, date, place, and due to the cause(s) and manner stated."
Signature:
38. DATE SIGNED (Month, Day, Year): 05/17/2010
39. TIME AND DATE OF DEATH: 0055 May 03, 2010
40. DATE AND TIME PRONOUNCED DEAD (For Coroner/M.E. use only):
41. NAME AND TITLE OF PERSON WHO COMPLETED CAUSE OF DEATH (Item 46): Anthony M. Martino, M.D.
42. ADDRESS OF PERSON WHO COMPLETED CAUSE OF DEATH (Item 46): 3 Mobile Infirmary Circle, Suite 312, Mobile, Alabama 36607
43. CERTIFIER LICENSE NUMBER: 26336
44. REGISTRAR—Signature: Catherine M. Donald
For State or County use only
45. DATE FILED (Month, Day, Year): JUN 03 2010

MEDICAL CERTIFICATION

CAUSE

46. PART I. Enter the diseases, injuries, or complications that caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. LIST ONLY ONE CAUSE ON EACH LINE.

IMMEDIATE CAUSE (Final disease or condition resulting in death) → a. Cardiac arrest — APPROXIMATE INTERVAL BETWEEN ONSET AND DEATH: 12 hrs

DUE TO (OR AS A CONSEQUENCE OF): b. pulmonary emboli — 4 days

DUE TO (OR AS A CONSEQUENCE OF): c. brain tumor

DUE TO (OR AS A CONSEQUENCE OF): d.

Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury that initiated events resulting in death) LAST.

47. PART II. Other significant conditions contributing to death but not resulting in the underlying cause given in Part I.
48. WAS THERE A PREGNANCY IN LAST 42 DAYS? (Specify Yes, No, or Unk.): NO
49. MANNER OF DEATH (Specify—Accident, Homicide, Suicide, Undetermined Circumstances, Pending Investigation, Natural Cause): Natural cause
50. AUTOPSY (Specify Yes or No): NO
51. If yes, were findings considered in determining cause of death? (Specify Yes or No):
52. HOW INJURY OCCURRED (Enter nature of injury in Item 46, Part I or Item 47, Part II):
53. DATE OF INJURY (Month, Day, Year):
54. HOUR OF INJURY: M
55. INJURY AT WORK (Specify Yes or No):
56. PLACE OF INJURY—(Specify at home, farm, street, factory, office building, etc.):
57. LOCATION OF INJURY (Street or R.F.D. No., City or Town, State):

This is a legal record and must be filed within five (5) days after death.

JUN 03 2010

ADPH-HS 2/Rev. 11-93

ANY ALTERATIONS VOID THIS DOCUMENT

SSN: 426 98 2940

NAME OF DECEASED: Bosarge, Bruce E.

This is an official certified copy of the original record filed in the Center of Health Statistics, Alabama Department of Public Health, Montgomery, Alabama. 2010-262-494-0

Catherine M. Donald

June 3, 2010

Catherine Molchan Donald
State Registrar of Vital Statistics

SCANNED

1st Judicial District
Instrument 2018 8545 D -J1
Filed/Recorded 12/ 3/2018 03:30 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

REVIEWED

PERPETUAL UTILITY (WATER, SEWER, DRAINAGE) 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,**

CABLE ONE, INC.
19201 Pineville Road
Long Beach, MS 39560
Telephone: (228) 867-6930

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: NE ¼ of the NE ¼ Section 10, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi District, Harrison County, Mississippi

WITNESS OUR SIGNATURES on this the 27th day of November, 2018.

Signature

James F. Duck, G.M
Printed Name Title

For and on behalf of Cable One, 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 27th day of November, 2018, James Duck (name), General Manager (title), for and on behalf of Cable One, Inc., 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:
August 16, 2019

(SEAL)

JESSICA FOWLER
NOTARY PUBLIC
ID No. 113429
My Comm Expires
Aug 16, 2019
HARRISON COUNTY
STATE OF MISSISSIPPI

Exhibit "A"

Perpetual Utility Easement

A Utility Easement being 15 feet wide and running with and along the east right-of-way of Three Rivers Road and being a part of the same parcel or tract of land described and recorded in the Office of Harrison County Chancery Clerk in Instrument No. 2009-6840-D-J1 and located in the NE ¼ of the NE ¼ Section 10, Township 7 South, Range 11 West, Harrison County, Mississippi and being more particularly described as follows:

Commence at the Northeast Corner of the NE ¼ of the NE ¼ of Section 10, Township 7 South, Range 11 West, Thence South 89 Degrees 56 Minutes 00 Seconds West along the North Boundary of said Section 10, Township 7 South, Range 11 West, a distance of 35.51 feet to a point;

Thence South 00 Degrees 04 Minutes 00 Seconds West, a distance of 50.47 feet to a found rebar on the east right-of-way of Three Rivers Road

Thence along and with the east right-of-way of Three Rivers Road for a distance of 198.07 feet along the arc of curve to the right with a radius of 918.95 feet and a chord bearing and length of South 25 Degrees 04 Minutes 30 Seconds West, 197.69 feet to a found iron pipe;

Thence South 32 Degrees 26 Minutes 17 Seconds West along the east right-of-way of Three Rivers Road, a distance of 78.09 feet to a found rebar at the corner of the parcel described in Instrument No. 2013-8842-D-J1 and also being the corner of the parcel described in Instrument No. 2012-848-D-J1;

Thence South 33 Degrees 30 Minutes 25 Seconds West along the east right-of-way of Three Rivers Road, a distance of 318.38 feet to a found rebar for the POINT OF BEGINNING, said found rebar being a corner of the parcel described in Instrument No. 2012-848-D-J1 and also being the corner of the parcel described in Instrument No. 2009-6840-D-J1;

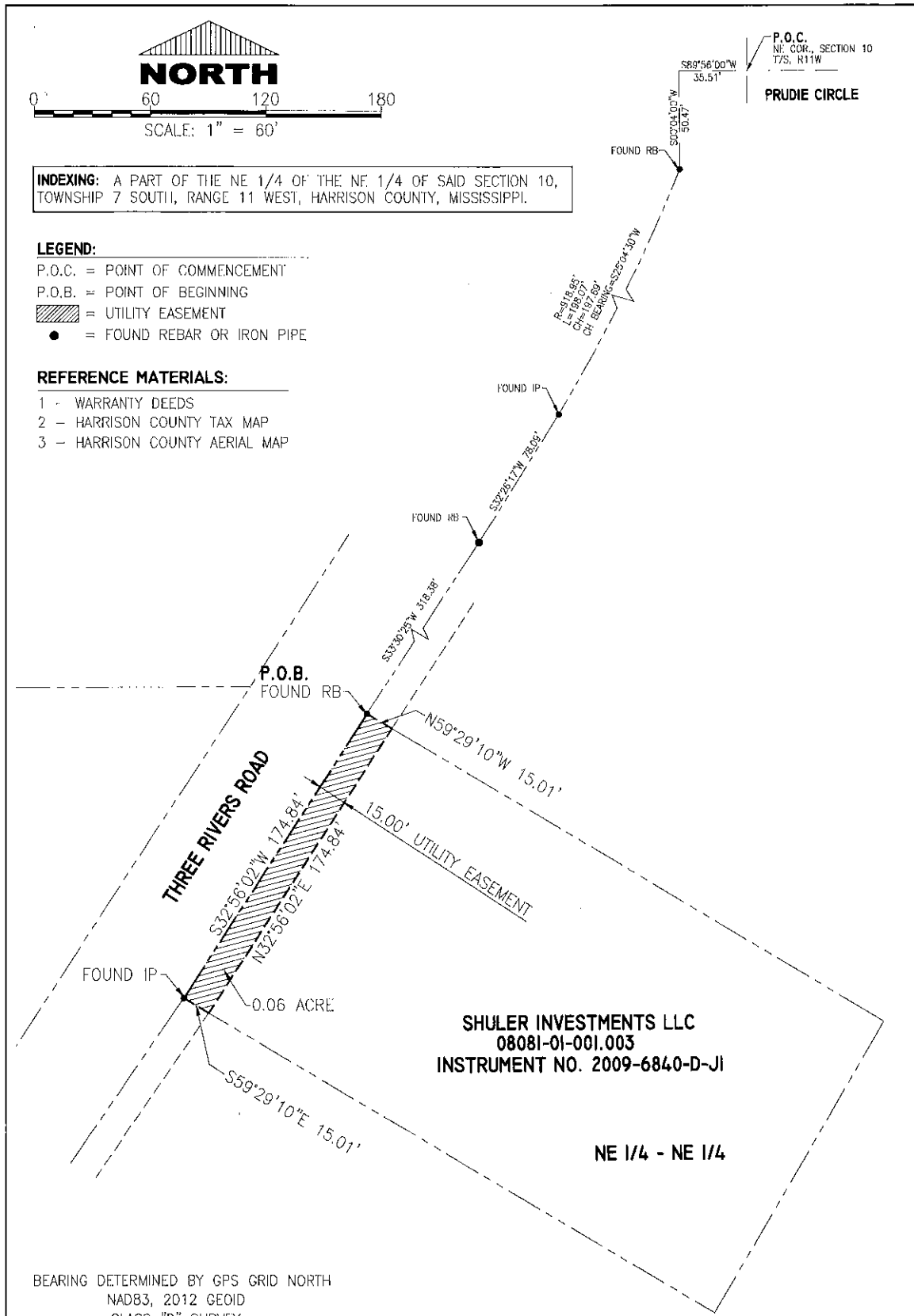
Thence South 32 Degrees 56 Minutes 02 Seconds West along the east right-of-way of Three Rivers Road, a distance of 174.84 feet to a found iron pipe at the southwest corner of the property described in Instrument No. 2009-6840-D-J1;

Thence South 59 Degrees 29 Minutes 10 Seconds East along the south boundary of the property described in Instrument No. 2009-6840-D-J1, a distance of 15.01 feet to a point;

Thence North 32 Degrees 56 Minutes 02 Seconds East, a distance of 174.84 feet to a point on the north margin of the property described in Instrument No. 2009-6840-D-J1;

Thence North 59 Degrees 29 Minutes 10 Seconds West along a part of the north property described in said Instrument No. 2009-6840-D-J1, a distance of 15.01 feet to the POINT OF BEGINNING.

The easement contains 0.06 of an acre, more or less and is a part of the NE ¼ of the NE 1/4 of said Section 10, Township 7 South, Range 11 West, Harrison County, Mississippi.



INDEXING: A PART OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 10, TOWNSHIP 7 SOUTH, RANGE 11 WEST, HARRISON COUNTY, MISSISSIPPI.

LEGEND:

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
▨ = UTILITY EASEMENT
● = FOUND REBAR OR IRON PIPE

REFERENCE MATERIALS:

1 - WARRANTY DEEDS
2 – HARRISON COUNTY TAX MAP
3 – HARRISON COUNTY AERIAL MAP

BEARING DETERMINED BY GPS GRID NORTH
NAD83, 2012 GEOID
CLASS "D" SURVEY

GULFPORT	15 FOOT WIDE UTILITY EASEMENT SHULER INVESTMENTS, LLC PARCEL NUMBER 08081-01-003	**EXHIBIT B**
SCALE: 1" = 60'	APPROVED:	DRAWN BY: D. BELL
DATE: NOVEMBER 30, 2017		REVISION NO.:
	CITY OF GULFPORT ENGINEERING DEPARTMENT 4050 HEWES AVENUE, GULFPORT, MS 39507	
JOB CREW:		DRAWING NUMBER
BOOK NO.:		1 OF 1

1st Judicial District
Instrument 2019 976 D – J1
Filed/Recorded 2/20/2019 10:20 A
Total Fees $ 12.00
5 Pages Recorded

This Instrument prepared by and to be returned to:
Margaret Murdock, Esq.
City Attorney's Office
P.O. Box 1780
Gulfport, Mississippi 39502
(228) 868-5811

REVIEWED

UTILITY AND DRAINAGE EASEMENT

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR 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,**

VONNIE L. HOLLIMAN
11550 Three Rivers Road
Gulfport, MS 39503
Telephone (228) 313-4854

does hereby grant, convey, assign, and transfer unto **Grantee,**

CITY OF GULFPORT, MISSISSIPPI
A Mississippi Municipal Corporation
2309 15th Street
Gulfport, Mississippi 39501
Telephone (228) 868-5811

a perpetual easement for construction, installation, operation and maintenance of a utility (water, sewer, 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 Grantor's remaining and adjacent property for the purpose of construction and maintenance of said utility system. 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: **NE ¼ of the NE ¼ of Section 10, Township 7 South, Range 11 West,** City of Gulfport, First Judicial District of Harrison County, Mississippi

WITNESS OUR SIGNATURES on this the 14th day of FEBRUARY, 2019.

Vonnie Holliman
VONNIE L. HOLLIMAN

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 14th day of FEBRUARY, 2019, VONNIE L. HOLLIMAN, 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
RUTH E. ROCK
ID NO. 119445
Commission Expires
03/09/2021
NOTARY PUBLIC
HANCOCK COUNTY

Exhibit "A"

Utility and Drainage Easement

A Utility and Drainage Easement being 15 feet wide and running with and along the east right-of-way of Three Rivers Road and being a part of the same parcels or tracts of land described and recorded in the Office of Harrison County Chancery Clerk in Instrument No. 2016-4637-D-J1 and located in the NE ¼ of the NE ¼ Section 10, Township 7 South, Range 11 West, Harrison County, Mississippi and also being a part of Parcels "A" and "B" that is recorded in Deed Book 1602 at Page No. 3 as a "Certificate of Re-Subdivision" in said office of the Harrison County Chancery Clerk and being more particularly described as follows:

Commence at the Northeast Corner of the NE ¼ of the NE ¼ of Section 10, Township 7 South, Range 11 West, Thence South 89 Degrees 56 Minutes 00 Seconds West along the North Boundary of said Section 10, Township 7 South, Range 11 West, a distance of 35.51 feet to a point;

Thence South 00 Degrees 04 Minutes 00 Seconds West, a distance of 50.47 feet to a found rebar on the east right-of-way of Three Rivers Road

Thence along and with the east right-of-way of Three Rivers Road for a distance of 198.07 feet along the arc of curve to the right with a radius of 918.95 feet and a chord bearing and length of South 25 Degrees 04 Minutes 30 Seconds West, 197.69 feet to a found iron pipe;

Thence South 32 Degrees 26 Minutes 17 Seconds West along the east right-of-way of Three Rivers Road, a distance of 78.09 feet to a found rebar at the corner of the parcel described in Instrument No. 2013-8842-D-J1 and also being the corner of the parcel described in Instrument No. 2012-848-D-J1;

Thence South 33 Degrees 30 Minutes 25 Seconds West along the east right-of-way of Three Rivers Road, a distance of 318.38 feet to a found rebar at the corner of the parcel described in Instrument No. 2012-848-D-J1 and also being the corner of the parcel described in Instrument No. 2009-6840-D-J1;

Thence South 32 Degrees 56 Minutes 02 Seconds West along the east right-of-way of Three Rivers Road, a distance of 174.84 feet to a found iron pipe at the southwest corner of the property described in Instrument No. 2009-6840-D-J1 and also being the northwest corner of Parcel "A" of the property described in Instrument No. 2016-4637-D-J1 for the POINT OF BEGINNING;

Thence South 34 Degrees 26 Minutes 48 Seconds West along the east right-of-way of Three Rivers Road and also being the northwest margin of Parcels "A" and "B" as shown on Certificate of Re-Subdivision on file in Deed Book 1602 at Page No. 3, a distance of 121.05 feet to a found rebar at the southwest corner of the property described in Instrument No. 2016-4637-D-J1 and the southwest corner of said Parcel "B";

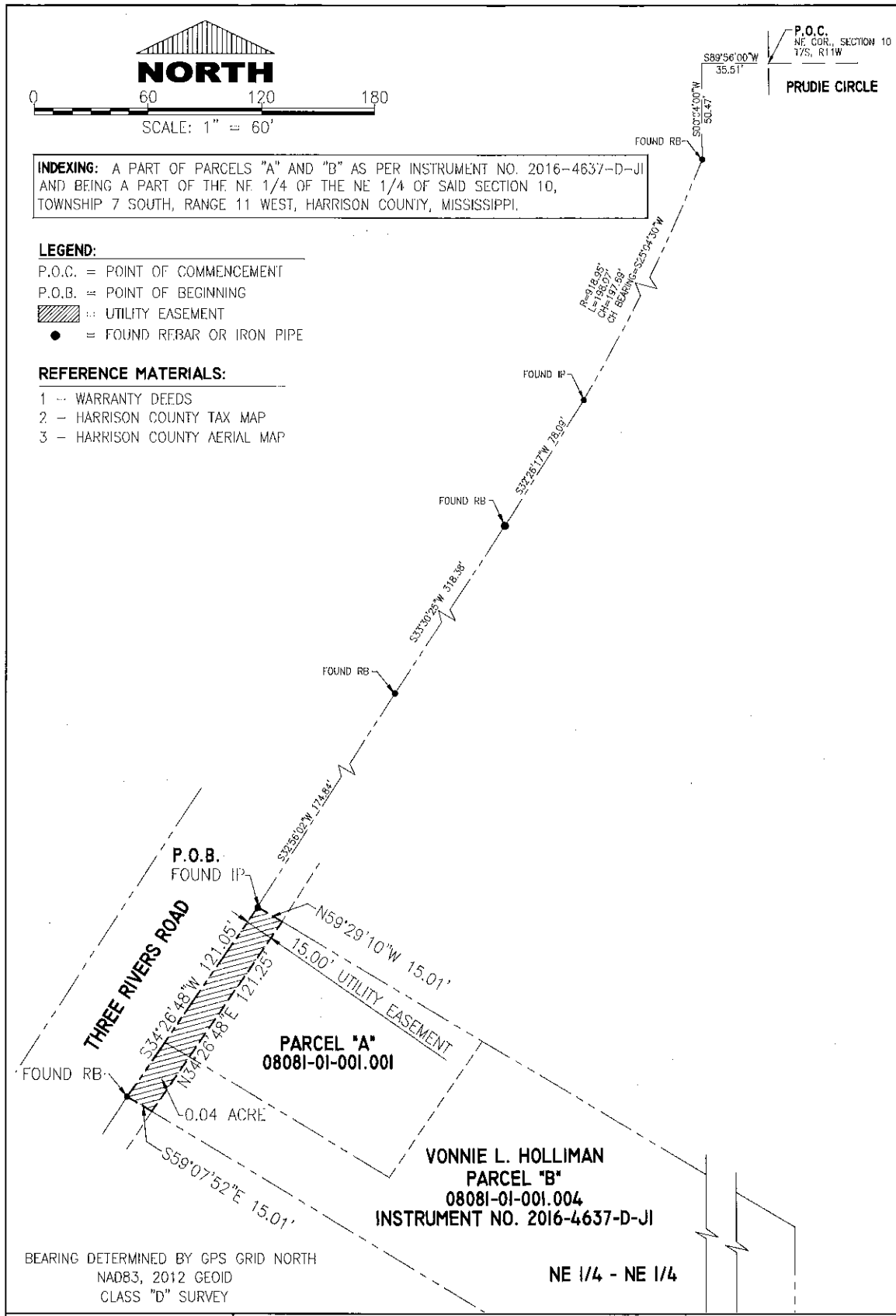
Thence South 59 Degrees 07 Minutes 52 Seconds East along the south boundary of Parcel "B" of the property described in Instrument No. 2016-4637-D-J1, a distance of 15.01 feet to a point;

Thence North 34 Degrees 26 Minutes 48 Seconds East over and across said Parcels "A" and "B", a distance of 121.25 feet to a point on the north property of Parcel "A" as described in Instrument No. 2016-4637-D-J1;

Thence North 59 Degrees 29 Minutes 10 Seconds West along a part of the north property of said Parcel "A" as described in said Instrument No. 2016-4637-D-J1, a distance of 15.01 feet to the POINT OF BEGINNING.

The easement contains 0.04 of an acre, more or less and is a part of Parcels "A" and "B" as per Instrument No. 2016-4637-D-J1 and being a part of the NE ¼ of the NE 1/4 of said Section 10, Township 7 South, Range 11 West, Harrison County, Mississippi.

5



INDEXING: A PART OF PARCELS "A" AND "B" AS PER INSTRUMENT NO. 2016-4637-D-JI AND BEING A PART OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 10, TOWNSHIP 7 SOUTH, RANGE 11 WEST, HARRISON COUNTY, MISSISSIPPI.

LEGEND:

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
▨ = UTILITY EASEMENT
● = FOUND REBAR OR IRON PIPE

REFERENCE MATERIALS:

1 – WARRANTY DEEDS
2 – HARRISON COUNTY TAX MAP
3 – HARRISON COUNTY AERIAL MAP

BEARING DETERMINED BY GPS GRID NORTH
NAD83, 2012 GEOID
CLASS "D" SURVEY

GULFPORT

15 FOOT WIDE UTILITY EASEMENT
VONNIE L. HOLLIMAN
PARCEL NUMBERS 08081-01.001 AND 08081-01-001.004

SCALE: 1" = 60'	APPROVED:	DRAWN BY: D. BELL
DATE: NOVEMBER 30, 2017		REVISION NO.:

CITY OF GULFPORT ENGINEERING DEPARTMENT
4050 HEWES AVENUE, GULFPORT, MS 39507

JOB CREW:	**EXHIBIT B**	DRAWING NUMBER
BOOK NO.:		1 OF 1

1st Judicial District
Instrument 2019 1477 D – J1
Filed/Recorded 3/11/2019 03:40 P
Total Fees $ 12.00
4 Pages Recorded

REVIEWED

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

UTILITY AND DRAINAGE EASEMENT

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR 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,**

NEW LIFE WORSHIP CENTER
11606 Three Rivers Road
Gulfport, MS 39503
Telephone (228) 596-9992

does hereby grant, convey, assign, and transfer unto **Grantee,**

CITY OF GULFPORT, MISSISSIPPI
A Mississippi Municipal Corporation
2309 15th Street
Gulfport, Mississippi 39501
Telephone (228) 868-5811

a perpetual easement for construction, installation, operation and maintenance of a utility and 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 Grantor's remaining and adjacent property for the purpose of construction and maintenance of said utility system. 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: **NE ¼ of the NE ¼ of Section 10, Township 7 South, Range 11 West,** City of Gulfport, First Judicial District of Harrison County, Mississippi

WITNESS OUR SIGNATURES on this the 5 day of March, 2019.

Caleb Moses

BY: Caleb Moses

FOR AND ON BEHALF OF NEW LIFE WORSHIP CENTER

APPROVED:

Mike Pigg, VP

For and on behalf of Community Bank

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 5 day of March, 2019, Caleb Moses, who acknowledged to me that he/she is the duly elected or appointed Pastor of New Life Worship Center and 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.

Eden Lockett

NOTARY PUBLIC

My Commission Expires:

9.3.22

(SEAL)

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 125280 EDEN LOCKETT Commission Expires Sept. 3, 2022 HARRISON COUNTY

Exhibit "A"

Utility and Drainage Easement

A Utility Easement being 15 feet wide and running with and along the east right-of-way of Three Rivers Road and being a part of the same parcel or tract of land described and recorded in the Office of Harrison County Chancery Clerk in Instrument No. 2013-8842-D-J1 and located in the NE ¼ of the NE ¼ Section 10, Township 7 South, Range 11 West, Harrison County, Mississippi and being more particularly described as follows:

Commence at the Northeast Corner of the NE ¼ of the NE ¼ of Section 10, Township 7 South, Range 11 West, Thence South 89 Degrees 56 Minutes 00 Seconds West along the North Boundary of said Section 10, Township 7 South, Range 11 West, a distance of 35.51 feet to a point;

Thence South 00 Degrees 04 Minutes 00 Seconds West, a distance of 50.47 feet to a found rebar on the east right-of-way of Three Rivers Road for the Point of Beginning;

Thence along and with the east right-of-way of Three Rivers Road for a distance of 198.07 feet along the arc of curve to the right with a radius of 918.95 feet and a chord bearing and length of South 25 Degrees 04 Minutes 30 Seconds West, 197.69 feet to a found iron pipe;

Thence South 32 Degrees 26 Minutes 17 Seconds West along the east right-of-way of Three Rivers Road, a distance of 78.09 feet to a found rebar at the southwest corner of the parcel described in Instrument No. 2013-8842-D-J1;

Thence South 62 Degrees 57 Minutes 12 Seconds East along a part of the south margin of said parcel and described in said Instrument No. 2013-8842-D-J1, a distance of 15.09 feet to a point;

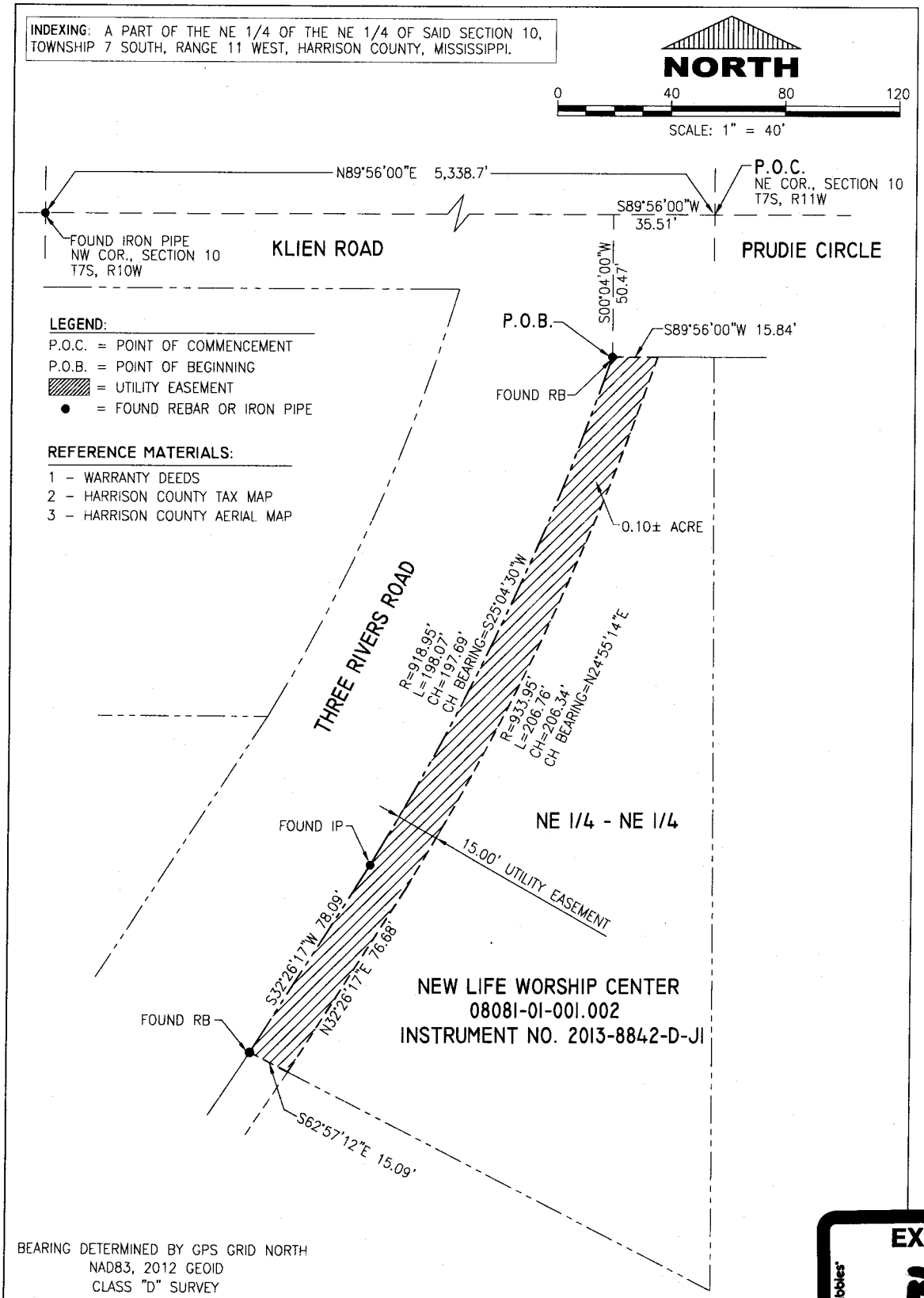
Thence being 15.00 feet easterly and running parallel with the east right-of-way of Three Rivers Road, North 32 Degrees 26 Minutes 17 Seconds East, a distance of 76.68 feet to a point;

Thence 206.76 feet along the arc of a curve to the left with a radius of 933.95 feet and a chord bearing and length of North 24 Degrees 55 Minutes 14 Seconds East, a distance of 206.34 feet to a point on the north margin of said parcel of land described in said Instrument No. 2013-8842-D-J1;

Thence South 89 Degrees 56 Minutes 00 Seconds West along the north margin of said parcel of land described in said Instrument No. 2013-8842-D-J1, a distance of 15.84 feet, more or less to the POINT OF BEGINNING.

The easement contains 0.10 of an acre, more or less and is a part of the NE ¼ of the NE ¼ of said Section 10, Township 7 South, Range 11 West, Harrison County, Mississippi.

INDEXING: A PART OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 10, TOWNSHIP 7 SOUTH, RANGE 11 WEST, HARRISON COUNTY, MISSISSIPPI.



BEARING DETERMINED BY GPS GRID NORTH
NAD83, 2012 GEOID
CLASS "D" SURVEY

EXHIBIT
B

GULFPORT

15 FOOT WIDE UTILITY EASEMENT
NEW LIFE WORSHIP CENTER
PARCEL NUMBER 08081-01-002

SCALE: 1" = 40'	APPROVED:	DRAWN BY: D. BELL
DATE: NOVEMBER 30, 2017		REVISION NO.:

CITY OF GULFPORT ENGINEERING DEPARTMENT
4050 HEWES AVENUE, GULFPORT, MS 39507

JOB CREW:		DRAWING NUMBER
BOOK NO.:		1 OF 1

SCANNED

1st Judicial District
Instrument 2019 573 D -J1
Filed/Recorded 2/ 1/2019 01:55 P
Total Fees $ 12.00
6 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

UTILITY (WATER, SEWER, DRAINAGE) EASEMENT

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR 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,**

SOKHA THACH and BUNTHOEUM PHO
11594 Three Rivers Road
Gulfport, MS 39503
Telephone (~~228~~) 601-817-3056

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 utility (water, sewer, 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 utility system. 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: **NE ¼ of the NE ¼ of Section 10, Township 7 South, Range 11 West,** City of Gulfport, First Judicial District of Harrison County, Mississippi

WITNESS OUR SIGNATURES on this the 1st day of FEBRUARY, 2019.

SOKHA THACH

BUNTHOEUM PHO

CONSENTED TO AND AGREED TO:

See attached

STEPHEN G. SAUCIER, SR.,
Grantee/Beneficiary/Lender under Deed of Trust
Found at Instrument No. 2017 10712t-J1 in the Land Records
of Harrison County, Mississippi, First Judicial District

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 FEBRUARY, 2019, SOKHA THACH, 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
RUTH E. ROCK
ID NO. 119445
Commission Expires
03/09/2021
NOTARY PUBLIC
HANCOCK COUNTY

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 FEBRUARY, 2018, BUNTHOEUM PHO, 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)

STATE OF MISSISSIPPI
RUTH E. ROCK
ID NO. 119445
Commission Expires
03/09/2021
NOTARY PUBLIC
HANCOCK COUNTY

Exhibit "A"

Utility Easement

A Utility Easement being 15 feet wide and running with and along the east right-of-way of Three Rivers Road and being a part of the same parcel or tract of land described and recorded in the Office of Harrison County Chancery Clerk in Instrument No. 2012-848-D-J1 and located in the NE ¼ of the NE ¼ Section 10, Township 7 South, Range 11 West, Harrison County, Mississippi and being more particularly described as follows:

Commence at the Northeast Corner of the NE ¼ of the NE ¼ of Section 10, Township 7 South, Range 11 West, Thence South 89 Degrees 56 Minutes 00 Seconds West along the North Boundary of said Section 10, Township 7 South, Range 11 West, a distance of 35.51 feet to a point;

Thence South 00 Degrees 04 Minutes 00 Seconds West, a distance of 50.47 feet to a found rebar on the east right-of-way of Three Rivers Road

Thence along and with the east right-of-way of Three Rivers Road for a distance of 198.07 feet along the arc of curve to the right with a radius of 918.95 feet and a chord bearing and length of South 25 Degrees 04 Minutes 30 Seconds West, 197.69 feet to a found iron pipe;

Thence South 32 Degrees 26 Minutes 17 Seconds West along the east right-of-way of Three Rivers Road, a distance of 78.09 feet to a found rebar for the POINT OF BEGINNING and said found rebar being the southwest corner of the parcel described in Instrument No. 2013-8842-D-J1 and also being the northwest corner of the parcel described in Instrument No. 2012-848-D-J1;

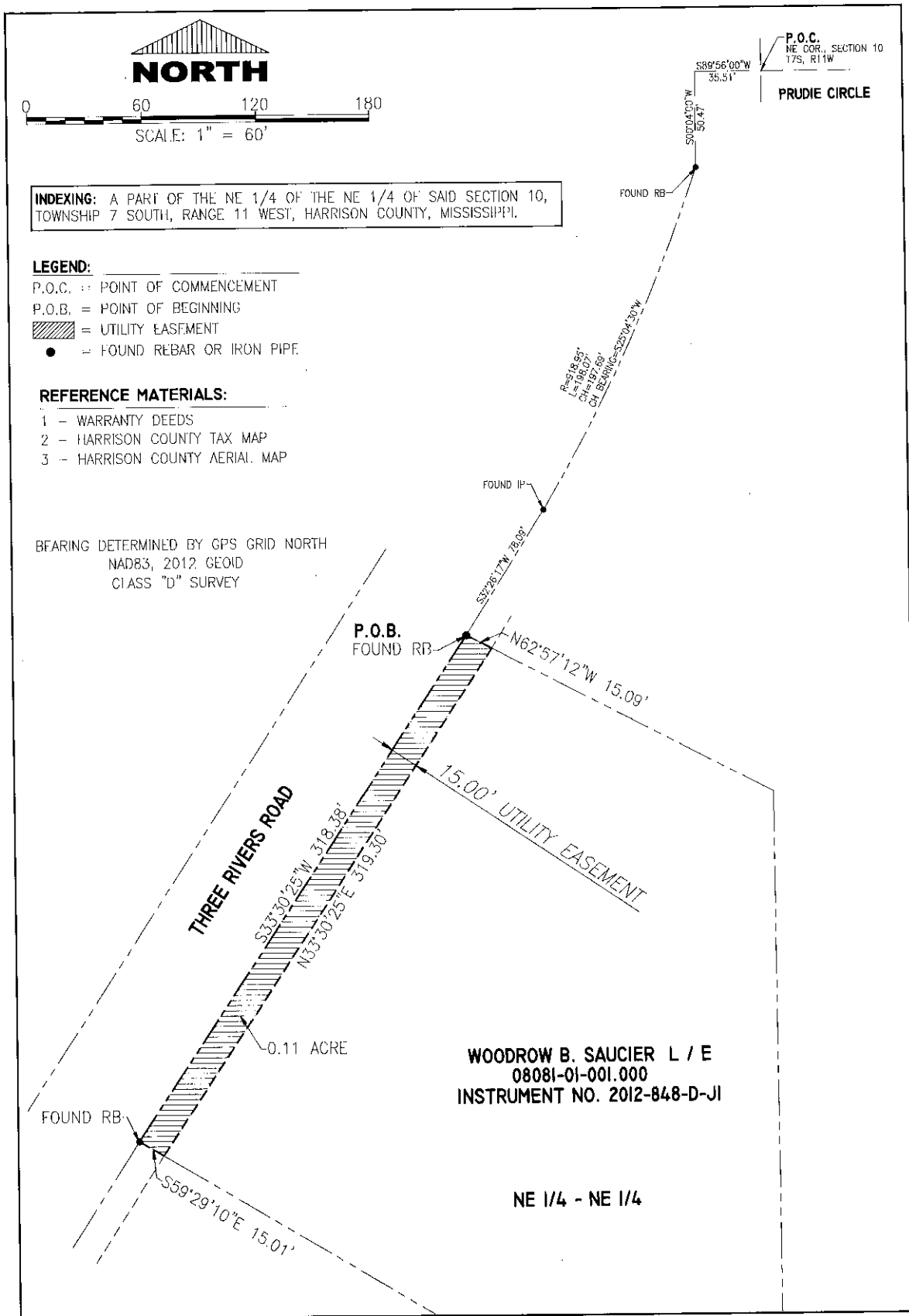
Thence South 33 Degrees 30 Minutes 25 Seconds West along the east right-of-way of Three Rivers Road, a distance of 318.38 feet to a found rebar at the southwest corner of the parcel described in Instrument No. 2012-848-D-J1;

Thence South 59 Degrees 29 Minutes 10 Seconds East along the common boundary of the property described in Instrument No. 2012-848-D-J1 and Instrument No. 2009-6840-D-J1, a distance of 15.01 feet to a point;

Thence North 33 Degrees 30 Minutes 25 Seconds East, a distance of 319.30 feet to a point on the north margin of the property described in Instrument No. 2012-848-D-J1;

Thence North 62 Degrees 57 Minutes 12 Seconds West along a part of the north margin of said parcel and described in said Instrument No. 2012-848-D-J1, a distance of 15.09 feet to the POINT OF BEGINNING.

The easement contains 0.11 of an acre, more or less and is a part of the NE ¼ of the NE 1/4 of said Section 10, Township 7 South, Range 11 West, Harrison County, Mississippi.



INDEXING: A PART OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 10, TOWNSHIP 7 SOUTH, RANGE 11 WEST, HARRISON COUNTY, MISSISSIPPI.

LEGEND:

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
▨ = UTILITY EASEMENT
● = FOUND REBAR OR IRON PIPE

REFERENCE MATERIALS:

1 – WARRANTY DEEDS
2 – HARRISON COUNTY TAX MAP
3 – HARRISON COUNTY AERIAL MAP

BEARING DETERMINED BY GPS GRID NORTH
NAD83, 2012 GEOID
CLASS "D" SURVEY

GULFPORT

15 FOOT WIDE UTILITY EASEMENT
WOODROW B, SAUCIER L/E
PARCEL NUMBER 08081-01-000

SCALE: 1" = 60'	APPROVED:	DRAWN BY: D, BELL
DATE: NOVEMBER 30, 2017		REVISION NO.:

CITY OF GULFPORT ENGINEERING DEPARTMENT
4050 HEWES AVENUE, GULFPORT, MS 39507

JOB CREW:		DRAWING NUMBER
BOOK NO.:	**EXHIBIT B**	1 OF 1

5

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

UTILITY (WATER, SEWER, DRAINAGE) EASEMENT

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR 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,**

STEPHEN G. SAUCIER, SR.
3103 East James Lee Blvd.
Crestview, FL 32539
Telephone ~~(228)~~ (850) 217-3850

does hereby grant, convey, assign, and transfer unto **Grantee,**

CITY OF GULFPORT, MISSISSIPPI
A Mississippi Municipal Corporation
2309 15th Street
Gulfport, Mississippi 39501
Telephone (228) 868-5811

a perpetual easement for construction, installation, operation and maintenance of a utility (water, sewer, 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 Grantor's remaining and adjacent property for the purpose of construction and maintenance of said utility system. 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.

6

INDEXING INSTRUCTIONS: **NE ¼ of the NE ¼ of Section 10, Township 7 South, Range 11 West,** City of Gulfport, First Judicial District of Harrison County, Mississippi

WITNESS OUR SIGNATURES on this the 24 day of JANUARY, 2019 UOF

STEPHEN G. SAUCIER, SR.

STATE OF Florida
COUNTY OF Okaloosa

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 24 day of January, 2019, UOF Stephen George Saucier, AKA Stephen G. Saucier Sr., 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:
Aug. 16 2021

(SEAL)
VICTORIA O FARACI
Notary Public - State of Florida
Commission # GG 122556
My Comm. Expires Aug 16, 2021

DEPARTMENT OF LEISURE SERVICES

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5881
Fax: 228-868-5883

Joseph T. Jones
1422 23rd Avenue
Gulfport, MS 39502

To: City Council

Cc: Mayor Billy Hewes
Dr. John Kelly

From: Gus Wesson, Director of Leisure Services

Date: October 21, 2019

Re: Change Fund for Gulfport Harbor Lights Winter Festival 2019

We would like to request a temporary Petty Cash fund in the amount of $6,000 for the purpose of change making for the Harbor Lights Festival. It will be closed out after the program is over. We would like a check to be issued in this amount for the change fund for the show. The custodian of this fund will be the Leisure Services Department and there will be no purchases made with these funds, only for making change.

Gus Wesson, Director