City of Gulfport, Mississippi

Agenda

City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, December 3, 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

Minutes

1 Approval of Minutes - for October 22, 2019.

2 Approval of Minutes - for October 25, 2019 SCM.

Code Enforcement / Planning

3 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.

4 Final Plat - approval of a 3-lot subdivision (Gulfport Promenade) on a tax parcel zoned B-2 - Lorraine Road - Case # 1910PC116 - Ward 6

Ordinances

5 Ordinance - amending Chapter 5, Article IV of the City of Gulfport Code of Ordinances, and for related purposes.

Resolutions

6 Resolution - appointing Hearing Officer pursuant to House Bill 991 (2019 Regular Legislative Session, Mississippi Legislature), and for related purposes.

7 Resolution - authorizing and approving a Ground Lease between Memorial Hospital at Gulfport and the Mississippi State Port Authority, and for related purposes.

8 Resolution – approving Eleventh Amendment to the City's Contract with Utility Partners, LLC, to add Utility Service Positions to the Contract, authorizing the Mayor (or designee) to execute the same, and for related purposes.

9 Resolution - approving One for One Register Exchange Agreement Between the City of Gulfport and Master Meter, Inc., authorizing the Mayor (or designee) to execute the same, and for related purposes.

10 Resolution - approving three (3) "Standard Commercial Security Agreements" between the City of Gulfport and All Safe Technologies, LLC, authorizing the Mayor to execute the same, and for related purposes.

11 Resolution - approving Temporary Use Access License Agreement with Azteca Systems, LLC, authorizing the Mayor to execute the same, and for related purposes.

12 Resolution - approving Right of Entry in favor of the Mississippi Department of Marine Resources (and others), authorizing the Mayor to execute the same, and for related purposes.

13 Resolution - authorizing Vacation and Release of Easement, authorizing the Mayor to execute Instrument effectuating said Release, and for related purposes.

14 Resolution - authorizing a Donation of Funds to Gulf Coast Center for Nonviolence, Inc., pursuant to Miss Code Ann. § 21-19-65 and 21-17-1(8) (rev. 2015), and for related purposes.

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

16 Resolution - authorizing a Donation of Funds to the Gulfport School District pursuant to Miss. Code Ann. §§ 21-19-49(4), 17-3-1 and 17-3-3, and for related purposes.

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

18 Resolution - authorizing an expenditure of funds in support of the Harrison County Motor Vehicles for Hire Authority, pursuant to Interlocal Agreement, and for related purposes.

Budget Amendments / Docket of Claims

19 Budget Amendment #15 - to accept donation check for S.W.A.T. Team.

20 Budget Amendment #16 - to increase County/Local from restitution and forfeiture on drug cases.

21 Budget Amendment #17 - to fund the purchase of 2 new Trailers - Litter Crew & Traffic.

22 Docket of Claims - to be approved through December 4, 2019.

Routine Agenda

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

24 Approval - of Engagement Letter with Mauldin & Jenkins for auditing services for the City of Gulfport for FYE September 30, 2019.

25 Legal Notice - advertisement for RFP - City of Gulfport Wellness Clinic Service Provider.

26 Letter - regarding bid awarded by Purchasing to Ludwig Building Enterprises for a metal building - Fire Station 3 - to be made a part of the minutes.

27 Letter - regarding bid awarded by Purchasing to Kustom Signals, Inc., for Directional Radar Units - Police Department - to be made a part of the minutes.

28 Letter - regarding bid awarded by Purchasing to Turf Masters Lawn Care, Inc., for Mini Lights - Gulfport Harbor Lights Winter Festival - to be made a part of the minutes.

29 Ratification - of Easements and Deed for Three Rivers Road/Duckworth Road Sewer Improvements Project - to be made a part of the minutes.

Public Agenda

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

Council Comments

Memorial Adjournment

Executive Session

Setting of Next Meeting and Adjournment

City of Gulfport, Mississippi

Minutes

City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, October 22, 2019	**1:30 PM**	***Gulfport City Hall Council Chambers***

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

The Mayor and Members of Council met at City Hall at 1:30 P.M., on the above date, same being an adjourned meeting from a Regular Meeting on October 8, 2019 at 1:30 P.M.

Present: Mayor Billy Hewes, CAO John Kelly, General Counsel Hugh Keating, Clerk of Council Brittany Rodgers, **Councilmembers:** Kenneth Casey, Ron Roland, Ella Holmes-Hines (in at 1:35 P.M.), Rusty Walker, Myles Sharp, R.Lee Flowers, and Cara Pucheu.

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

Agenda Order

Motion to Accept the Agenda with the following adjustments; amend item 24's title to read "Gulfport Police and Fire Departments", and add as item 29 - A - "Resolution - supporting the use of the City's 19th Street Community Center for use for Out of School Programming by the Boys and Girls Clubs of the Gulf Coast, and for related purposes.", Moved By Myles Sharp, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu
Absent: Ella Holmes-Hines

Presentation Agenda

Policy Issues

Minutes / Appointment

1 Approval of Minutes - for September 17, 2019.

Motion to Approve Minutes for September 17, 2019, Moved By Cara Pucheu, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, R.Lee Flowers, Cara Pucheu
Absent: Myles Sharp (out of room)

Attachment(s):
September 17, 2019 - Minutes

2 Ratification - of re-appointment to the Planning Commission.

Motion to Ratify re-appointment to the Planning Commission, Moved By Cara Pucheu, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, R.Lee Flowers, Cara Pucheu
Absent: Myles Sharp (out of room)

Attachment(s):
Brandon Elliott - PC
Prince Jones - PC

3 Ratification - of re-appointment to the Zoning Board of Adjustments and Appeals.

Motion to Ratify re-appointment to the Zoning Board of Adjustments and Appeals, Moved By R.Lee Flowers, **Seconded by** Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, R.Lee Flowers, Cara Pucheu
Absent: Myles Sharp

Attachment(s):
Mary Ann Wiginton - ZB

Code Enforcement / Planning

4 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.

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

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, R.Lee Flowers, Cara Pucheu
Absent: Myles Sharp (out of room)

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

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, R.Lee Flowers, Cara Pucheu
Absent: Myles Sharp (out of room)

Attachment(s):
Proof - Notice of Hearing
Resolution - Authorizing Advertisement for Bids - Signed

5 Certificate of Resubdivision - divide seven parcels into three parcels zoned R-1-15 (Single-family): located on West Dedeaux Road - Case # 1909PC107 - Ward 7.

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

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, R.Lee Flowers, Cara Pucheu
Absent: Myles Sharp (out of room)

Attachment(s):
Certificate of Resubdivision - 1909PC107 - Signed

6 Certificate of Resubdivision - divide one parcel into three new parcels zoned T4+ (General Urban Zone "Plus"): located at 1391 Broad Avenue - Case # 1909PC111 - Ward 1.

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

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, R.Lee Flowers, Cara Pucheu
Absent: Myles Sharp (out of room)

Attachment(s):
Certificate of Resubdivision - 1909PC111 - Signed

7 Final Plat (Short Form) - approval for fourth replat of Pineridge Gardens Cemetery on tax parcel zoned R-2 (Single-family) - Case # 1906PC066 - Ward 1

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

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, R.Lee Flowers, Cara Pucheu
Absent: Myles Sharp (out of room)

Attachment(s):
Final Plat - 1906PC066

8 Final Plat - approval of a 24-lot subdivision (Water Sound) on a tax parcel zoned T4L - Fournier Ave - Case # 1910PC117 - Ward 2

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

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, R.Lee Flowers, Cara Pucheu
Absent: Myles Sharp (out of room)

Attachment(s):
Final Plat - 1910PC117

9 Final Plat - approval for a 13-lot 2-out-parcel subdivision (Florence Gardens Phase 5-B) zoned R-1-7.5 (Single-family) - Case # 1910PC126 - Ward 6

Motion to Approve Final Plat, Moved By R.Lee Flowers, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, R.Lee Flowers, Cara Pucheu
Absent: Myles Sharp (out of room)

Attachment(s):
Final Plat - 1910PC126

Ordinances

10 Ordinance - rezoning a tax parcel from B-2 (General business) to R-B (Residence-business): located at 1509 25th Street - Case # 1907PC083 - Ward 3.

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

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Attachment(s):
Ordinance 3017 - Signed

11 Ordinance - amending the Official Text of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi adopted the 29th Day of June, 1979, as amended, Section III. District Regulations (J) Chart of Permitted Uses: to amend the Zoning Ordinance index to (K) Chart of Permitted Uses, and to amend Section III. District Regulations: to add Subsection (J) Naval Construction Battalion Center Military Influence Overlay District - Case # 1910PC127.

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

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Attachment(s):
Ordinance 3018 - Signed

12 Ordinance - adopting a Naval Construction Battalion Center Military Influence Overlay District (NCBC MIOD).

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

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Attachment(s):
Ordinance 3019 - Signed

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

Motion to Adopt Ordinance, Moved By Ella Holmes-Hines, **Seconded by** R.Lee Flowers

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Attachment(s):
Ordinance 3020 - Signed

Resolutions

14 Order - by the Gulfport City Council, pursuant to Miss. Code Ann. §17-21-5(2), (rev. 2003, as amended), authorizing an exemption from municipal ad valorem taxes, excluding school district taxes, based on the increase in assessed value for qualifying capital improvement investments in qualifying structures in the designated redevelopment district, south of the CSX railroad tracks extending from the western city boundary to the eastern city boundary of the newly constructed structure located at 1500 Alfonso Drive, Gulfport, Mississippi, in the First Judicial District of Harrison County, and identified as parcel number 0911F-01-037.000.

Motion to Approve Order, Moved By Ron Roland, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Attachment(s):
Order - 1500 Alfonso Drive - Bertucci - Signed

15 Resolution - adopting a Memorandum of Understanding with other Coast City and County Governments to form a Mississippi Sound Coalition, authorizing the Mayor to execute the same on behalf of the City of Gulfport, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Attachment(s):
Resolution - MS Sound Coalition - Signed

16 Resolution - approving Agreement with Municipal Intercept Company, LLC ("MIC") to collect the City's debt as authorized by the Local Government Debt Collection Setoff Act, authorizing the Mayor to execute the same, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Attachment(s):
Resolution - MIC Agreement - Signed

17 Resolution - approving Award to Samuel B. Day Construction, Inc., for the Katie Patterson Booth Community Center Roof Replacement Project, approving Contract between the City of Gulfport and Samuel B. Day Construction, Inc., authorizing the Mayor (or designee) to execute the same, and for related purposes.

Motion to Suspend the Rules, for previously heard item 15, Moved By Myles Sharp, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

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

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Attachment(s):
Resolution - Samuel B Day - Katie Patterson Booth Community Center Roof Replacement - Signed

18 Resolution - approving Commercial Property Contract, authorizing the Mayor to execute and deliver the same, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu
Nay: Ella Holmes-Hines

Attachment(s):
Resolution - Commercial Property Contract - Signed

19 Resolution - approving extension of Engagement Agreement with Hugh Keating, Esq., and Dukes, Dukes, Keating & Faneca, PA, as General Counsel for the City of Gulfport, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Attachment(s):
Resolution - Extension of Engagement - Hugh Keating - Signed

20 Resolution - approving Sub-Award Agreement relating to the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2019, authorizing the Mayor to execute the same, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Attachment(s):
Resolution - Sub Award FY19 JAG - Signed

21 Resolution - authorizing the Gulfport Police Department to participate in the 2019 Bulletproof Vest Program through the Department of Justice, Office of Justice Programs, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Attachment(s):
Resolution - GPD 2019 Bulletproof Vest Program - Signed

22 Resolution - authorizing an in kind expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport at the University of Southern Mississippi's 2020 Jazz and Blues Festival, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Attachment(s):
Resolution - USM 2020 Jazz and Blues Fest Expenditure - Signed

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

Motion to Approve, Moved By Myles Sharp, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Attachment(s):
Resolution - LSD Expenditure - Signed

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

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

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Attachment(s):
Resolution - GPD Expenditure - Signed
Resolution - GFD Expenditure - Signed

25 Resolution - authorizing negotiations to acquire Real Property Interests and Easements and to do any acts necessary and legal, including prosecution in Special Court of Eminent Domain, to obtain title for the City under Miss. Code Ann. § 11-27-81, et seq., and, if necessary, to expedite the “Mill Road Sewer Improvements Project”, authorizing special checks to acquire the property interests stated herein, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Attachment(s):
Resolution - ED Mill Road Sewer Improvements Project - Prichard - Signed

26 Resolution - approving temporary closure of municipal right of way for the 3rd Annual Halloween Trunk or Treat Event to be held on October 26, 2019, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Attachment(s):
Resolution - 3rd Annual Halloween Trunk or Treat Road Closure - Signed

27 Resolution - approving public display of fireworks as a part of Gulfport High School Football Senior Night, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Attachment(s):
Resolution - GHS Senior Night Fireworks - Signed

28 Resolution - concurring with the action by the Gulfport Redevelopment Commission to approve Amendment No. 1 to Lease and Management Agreement with Mississippi Aquarium to Lease and Manage the Mississippi Aquarium, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Attachment(s):
Resolution - GRC - MSAQ Amendment 1 to Lease and Management Agreement - Signed

29 Resolution - concurring with the action by the Gulfport Redevelopment Commission to Approve First Amendment to Second Amended and Restated Ground Lease with Centennial Plaza, LLC, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Attachment(s):
Resolution - GRC - Centennial Plaza First Amendment to Second Amended and Restated Ground Lease - Signed

29 – A Resolution - supporting the use of the City's 19th Street Community Center for use for Out of School Programming by The Boys and Girls Clubs of the Gulf Coast, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Attachment(s):
Resolution - BGCGC - 19th Street Community Center - Signed

30 Request - approval for special check payable to Jay Bearden Construction Inc. in connection with Pay Application #21 related to the Courthouse Road Improvements Project.

Motion to Approve Request for special check payable to Jay Bearden Construction Inc. in connection with Pay Application #21 related to the Courthouse Road Improvements Project, Moved By Myles Sharp, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Attachment(s):
Request - Approval for Special Check to Jay Bearden for Pay App #21 for the Courthouse Road project
BAPW - COURTHOUSE RD - FUND SA 3 FOR JAY BEARDEN
Pay Est 21 - Jay Bearden - Courthouse Rd Improvements

31 Request - to eliminate three (3) temporary positions, and create two (2) full time positions - Utility Billing.

Motion to Approve Request to eliminate three (3) temporary positions, and create two (2) full time positions - Utility Billing, Moved By Cara Pucheu, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Attachment(s):
Request - 2 Full Time positions in Utility Billing
Customer Service Representative 8-16-19

Budget Amendments / Docket of Claims

32 Budget Amendment #6 - to fund the purchase of replacement of F-250 - Traffic.

Motion to Approve Budget Amendment #6, Moved By Cara Pucheu, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Attachment(s):
BAPW - REPLACEMENT OF TRUCK 1170 TRAFFIC DEPT - 10-8-19
Budget Amendments - FYE 2020 - 06

33 Budget Amendment #7 - to budget the 2019 Bulletproof Vest Program.

Motion to Approve Budget Amendment #7, Moved By Cara Pucheu, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Attachment(s):
Budget Amendment - 2019 Bulletproof Vest Program
Budget Amendments - FYE 2020 - 07

34 Budget Amendment #8 - to fund Supplemental Agreement #3 with Jay Bearden Construction Inc. related to the Courthouse Road Improvements Project.

Motion to Approve Budget Amendment #8, Moved By Cara Pucheu, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Attachment(s):
BAPW - COURTHOUSE RD - FUND SA 3 FOR JAY BEARDEN
Budget Amendments - FYE 2020 - 08

35 Docket of Claims - to be approved through October 23, 2019.

Motion to Approve Docket of Claims, in the amount of $6,139,302.05, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Attachment(s):
Docket
Docket by Vendor
Docket by Org-Obj-Proj
Resolution - Docket of Claims - Signed

Routine Agenda

Motion to Approve Routine Agenda, as presented, Moved By Ella Holmes-Hines, **Seconded by** Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

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

Attachment(s):
Resolution - Awarding Rejecting Bids - Signed

37 Associated Adjusters Check Registers - for workers' comp and general liability claims paid during September, 2019 - to be made a part of the minutes.

Attachment(s):
Memorandum - Associated Adjusters
Associated Adjusters Check Registers - September 2019

38 Bi-Weekly Payroll Report - for the month of September, 2019 - to be made a part of the minutes.

Attachment(s):
Bi-Weekly Payroll Report - September 2019
Memorandum - Payroll Journals

39 Public Records Request - for the month on September, 2019 - to be made a part of the minutes.

Attachment(s):
Public Records Requests - September 2019

40 Year-To-Date Budget Report - for the month of September, 2019 - to be made a part of the minutes.

Attachment(s):
Year-To-Date Budget Report - September 2019

41 Approval - of 2020 City of Gulfport Calendar.

Attachment(s):
2020 Calendars

42 Approval - of final renewal period for City-Wide Electrical Unit Price Contract with Weaver Electric.

Attachment(s):
Weaver Electric - Unit Price Renewal

43 Approval - of job descriptions for the positions of Parts Room Assistant and Specification Technician/Administrative Assistant.

Attachment(s):
2020 Departments or Public Works and Engineering Additional Positions
Parts Room Assistant
Specification Technician Job Description

44 Letter - regarding bid awarded by Purchasing to McKinney Petroleum for repairs to the Fuel Dock - Leisure Services - to be made a part of the minutes.

Attachment(s):
McKinney Petroleum - Fuel Dock Repairs

45 Letter - regarding bid awarded by Purchasing to McKinney Petroleum Equipment for Labor & Materials for Fuel Dock - Leisure Services - to be made a part of the minutes.

Attachment(s):
McKinney Petroleum Equipment - Fuel Dock

46 Letter - regarding bid awarded by Purchasing to MidSouth Solutions for Blauer Softshell Fleece Jackets - Police Department - to be made a part of the minutes.

Attachment(s):
MidSouth Solutions - Blauer Softshell Fleece Jackets - Police Department

47 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.

Attachment(s):
Mini Lights - Gulfport Harbor Lights Winter Festival

48 Ratification - Easements - O'Neal Road Apartments and Gulf Coast Apartments - to be made a part of the minutes.

Attachment(s):
Easement - O'Neal Road Apartments
Easement - Gulf Coast Apartments

49 Ratification - Facility Use Agreement - to be made a part of the minutes.

Attachment(s):
Facility Use Agreement - Cross Fire Softball May 4-5

50 Ratification - Supplemental Agreement #3 with Jay Bearden Construction Inc. related to Courthouse Road Improvements Project - to be made a part of the minutes.

Attachment(s):
Supplemental Agreement #3 - Jay Bearden - Courthouse Road

Public Agenda

The President called for comments during the Public Agenda.

The following Citizen(s) addressed the Council:

- Jerome Tott - 63 Holly Circle
- Nateshia Stubbs - MSU Head Start - Gaston Point
- Mary Spinks Thigpen - 199 Holly Circle
- Kealvin Barnett - 129 Holly Circle
- Glenn Cobb - 3709 Reynosa Drive

This concluded the Public Agenda.

Council Comments

Memorial Adjournment

Mr. Dwight L. Rat Day

Mr. Earnest Sugar Clark, Sr.

Executive Session

Upon the advice of General Counsel, Motion to Enter Closed Session to make a preliminary determination of the necessity for Executive Session at 3:03 P.M., Moved By Kenneth Casey**, Seconded by** Myles Sharp

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

The Council entered Closed Session at 3:04 P.M. In attendance: Councilmembers: Kenneth Casey, Rusty Walker, Myles Sharp, R.Lee Flowers, and Cara Pucheu, Mayor Billy Hewes, CAO Dr. John Kelly, General Counsel Hugh Keating, Comptroller/City Clerk Gerard Bellocq, Director of Public Works Wayne Miller, City Attorney Jeff Bruni, and Clerk of Council Brittany Rodgers. Absent: Ron Roland and Ella Holmes-Hines.

Motion to Exit Closed Session at 3:08 P.M., Moved By Myles Sharp, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu
Absent: Ron Roland, Ella Holmes-Hines

No official action was taken during Closed Session.

Upon hearing from General Counsel regarding the nature of the request for Executive Session, Motion to Enter Executive Session at 3:09 P.M. for strategy discussion involving current and prospective litigation associated with a case filed against City employees by Bruce Wooten, and potential litigation regarding Vendor Mater Meter related to breach of warranty, Moved By Kenneth Casey, **Seconded by** Myles Sharp

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

The Council entered Executive Session at 3:09 P.M. In attendance: Councilmembers: Kenneth Casey, Ron Roland (in at 3:14 P.M.), Ella Holmes-Hines (in at 3:14 P.M.), Rusty Walker, Myles Sharp, R.Lee Flowers, and Cara Pucheu, Mayor Billy Hewes, CAO Dr. John Kelly, General Counsel Hugh Keating, City Attorney Jeff Bruni, Comptroller/City Clerk Gerard Bellocq, Director of Public Works Wayne Miller, Director of Engineering Kris Riemann, and Clerk of Council Brittany Rodgers.

Motion to Exit Executive Session at 3:36 P.M., Moved By Ron Roland, **Seconded by** Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

No official action was taken during Executive Session.

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

Motion to retain the services of William E. Whitfield, III, Esq. and the law firm of Copeland, Cook, Taylor & Bush, P.A. to serve as counsel for and to represent the interests of the City of Gulfport and its employees and former employees identified as Defendants in a pending lawsuit filed by a Bruce Wooten and in all matters and proceedings in any way related thereto at hourly rates not to exceed $165.00 for partners, $145.00 for associates, and $80.00 for paralegals, Moved By Myles Sharp, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Setting of Next Meeting and Adjournment

There being no further business to come before the Council at this time, Motion to Adjourn in memory of Mr. Dwight L. "Rat" Day and Mr. Earnest "Sugar" Clark, Sr., until November 5, 2019 at 1:30 P.M. for a Regular Council Meeting, Moved By Myles Sharp, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

_____
City Clerk

_____
Mayor

Agenda Adjustments

29 – A Resolution - supporting the use of the City's 19th Street Community Center for use for Out of School Programming by The Boys and Girls Clubs of the Gulf Coast, and for related purposes.

City of Gulfport, Mississippi

Minutes

City Council

2309 15th Street
Gulfport, MS 39501

Friday, October 25, 2019	**11:30 AM**	***Gulfport City Hall Council Chambers***

11:30 A.M.

The Members of Council met at City Hall at 11:30 A.M., on the above date, same being an adjourned meeting from a Regular Council Meeting on October 22, 2019 at 1:30 P.M.

Present: CAO Dr. John Kelly, Assistant to the CAO Antoinette White, **Councilmembers:** Kenneth Casey, Ron Roland, Rusty Walker, R.Lee Flowers, and Cara Pucheu. **Absent:** Mayor Billy Hewes, Councilmembers: Ella Holmes-Hines and Myles Sharp.

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

Declaration of Special Call Meeting

Motion to Declare a Special Called Meeting and to have the meeting notice thereof appended as Exhibit "A" to these minutes, Moved By R.Lee Flowers, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Rusty Walker, R.Lee Flowers, Cara Pucheu
Absent: Ella Holmes-Hines, Myles Sharp

Policy Issues

1 Resolution - approving the temporary closure of municipal right of way for an event to be held on October 25, 2019, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Rusty Walker, R.Lee Flowers, Cara Pucheu
Absent: Ella Holmes-Hines, Myles Sharp

Attachment(s):
Resolution -MSBC Street Closure - Signed

Setting of Next Meeting and Adjournment

There being no further business to come before the Council at this time, Motion to Adjourn until November 5, 2019 at 1:30 P.M. for a Regular Council Meeting, Moved By Cara Pucheu, **Seconded by** R.Lee Flowers

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Rusty Walker, R.Lee Flowers, Cara Pucheu
Absent: Ella Holmes-Hines, Myles Sharp

_____
City Clerk

_____
Mayor

City of Gulfport, Mississippi

Agenda

City Council

2309 15th Street
Gulfport, MS 39501

Friday, October 25, 2019	**11:30 AM**	***Gulfport City Hall Council Chambers***

11:30 A.M.

Declaration of Special Call Meeting

Policy Issues

1 Resolution - approving the temporary closure of municipal right of way for an event to be held on October 25, 2019, and for related purposes.

Setting of Next Meeting and Adjournment

Exhibit "A"

MEMORANDUM – CITY OF GULFPORT

Date: **NOVEMBER 21, 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 3rd Day Of December, 2019.**

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

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 **3rd** day of **December, 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: 1010L-02-044.000. LOT 170 SHERWOOD EST SUBD. 624 NORTH FOREST DR. BRING BLDG UP TO CODE OR DEMO. (SALAAM RASHID ABDUL)

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: **NOVEMBER 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 3rd Day Of December, 2019, To The City Council:**

WARD 2

Parcel 1: 1010L-02-044.000 LOT 170 SHERWOOD EST SUBD 624 NORTH FOREST DR BRING BLDG UP TO CODE OR DEMO (SALAAM RASHID ABDUL) 4954

WARD 3

Parcel 2: 0810B-02-037.000 LOTS 1 TO 10 INC BLK 108 NORTH GULFPORT SUBD PART OF W1/2 OF NW1/4 OF SEC 27-7-11 8407 VIRGINIA AVE CUT & CLEAN THE PROPERTY, REMOVE/HAUL OFF TRASH & DEBRIS (BRASLEY ROY L) 4300

Parcel 3: 0810B-02-021.000 LOTS 8 TO 10 INC BLK 73 NORTH GULFPORT SEC 27/28-7-11 8437 VIRGINIA AVE CUT & CLEAN THE PROPERTY (MAGEE ERIC C) 4823

Parcel 4: 0810C-03-060.000 THAT PART OF LOTS 9 TO 11 & N 5 FT OF LOT 8 BLK 196 NORTH GULFPORT SUBD LYING E OF HWY 49 PART OF SW1/4 OF NE1/4 OF SEC 28-7-11 8295 ALABAMA AVE CUT & CLEAN THE PROPERTY, REMOVE/HAUL OFF TRASH & DEBRIS (TTLBL LLC) 4881

Parcel 5: 0810C-03-056.000 LOTS 9 TO 16 LESS PART TO HWY BLK 153 NORTH GULFPORT SECS 27/28-7-11 8336 HWY 49 CUT & CLEAN THE PROPERTY (HUYNH LOI NGHIA) 4882

WARD 4

Parcel 6: 0910F-02-062.000 LOT 40 BLK 54 GULFPORT BAYOU VIEW SUBD 210 41ST ST REMOVE/DISCARD USED APPLIANCES (SENN BRAN DEE LEE) 4778

WARD 6

Parcel 7: 0908J-01-001.051 LOT 51 FAIRFIELD SUBD PART 1 4 HARVEST LN CUT & CLEAN THE PROPERTY (CARLANDER ALGOT G JR) 5029

WARD 7

Parcel 8: 0808L-04-007.000 1.3 AC COM AT INTER OF W MAR OF HWY 49 & N LINE OF SEC 9 S 6 DG E 451.4 FT TO POB S 7 DG E 35 FT W 35 FT N 1 DG E 18 FT N 88 DG W 115.2 FT S 1 DG W 160.5 FT N 87 DG W 308.2 FT N 161.1 FT E 457.9 FT TO POB PART OF NW 1/4 OF NW 1/4 OF SEC 9-7-11 11493 HWY 49 CUT & CLEAN THE PROPERTY, REMOVE/HAUL OFF TRASH & DEBRIS, BOARD UP AND SECURE OPENINGS, REPAIR, MAINTENANCE OR REMOVE (IRONS ROY) 5096

Parcel 9: 0808L-04-007.001 11487 HWY 49 CUT & CLEAN THE PROPERTY, REMOVE/HAUL OFF TRASH & DEBRIS, BOARD UP AND SECURE OPENINGS (IRONS ROY) 5108

TABLE OF CONTENTS

WARD 1

WARD 2

1010L-02-044.000 - 624 NORTH FOREST DR - SALAAM RASHID ABDUL - (CASE: 4954)

WARD 3

0810B-02-037.000 - 8407 VIRGINIA AVE - BRASLEY ROY L - (CASE: 4300)
0810B-02-021.000 - 8437 VIRGINIA AVE - WILLIS ADRIAN L - (CASE: 4823)
0810C-03-060.000 - 8295 ALABAMA AVE - TTLBL LLC - (CASE: 4881)
0810C-03-056.000 - 8336 HWY 49 - HUYNH LOI NGHIA - (CASE: 4882)

WARD 4

0910F-02-062.000 - 210 41ST ST - SENN BRAN DEE LEE - (CASE: 4778)

WARD 5

WARD 6

0908J-01-001.051 - 4 HARVEST LN - CARLANDER ALGOT G JR - (CASE: 5029)

WARD 7

0808L-04-007.000 - 11493 HWY 49 - IRONS ROY - (CASE: 5096)
0808L-04-007.001 - 11487 HWY 49 - IRONS ROY - (CASE: 5108)

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

November 14, 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
BRING BLDG UP TO CODE OR DEMOLISH & HAUL OFF ALL TRASH & 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, 12/03/2019 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
Council Member: RON ROLAND Case Number: 4954

Oct 8, 2019 at 9:30 AM

Oct 8, 2019 at 9:31 AM

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

November 6, 2019

WILLIS ADRIAN L
19096 NORTH CLERMONT
SAUCIER, MS 39574

Reference: Tax Parcel Number: 0810B-02-021.000
8437 VIRGINIA 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, 12/03/2019 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: 4823

Gulfport
URBAN DEVELOPMENT
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
November 6, 2019
WILLIS ADRIAN L
19096 NORTH CLERMONT
SAUCIER, MS 39574
Reference: Tax Parcel Number: 0810B-02-021.000
8437 VIRGINIA 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.
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NOV 7 2013
Gulfport

Nov 5, 2019

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

November 6, 2019

BRASLEY ROY L
80104 MCCRANKEN ST
CASTLE ROCK, CO 80104

Reference: Tax Parcel Number: 0810B-02-037.000
8407 VIRGINIA 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/HAUL OFF TRASH & DEBRIS

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Respectfully yours,

TRAVIS JOHNSON

TRAVIS JOHNSON
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES Case Number: 4300

Gulfport
URBAN DEVELOPMENT

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

November 6, 2019

BRASLEY ROY L
80104 MCCRANKEN ST
CASTLE ROCK, CO 80104

Reference: Tax Parcel Number: 0810B-02-037.000
8407 VIRGINIA AVE

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Respectfully yours,

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

Case Number: 4300

74551

Nov 7, 2019

Gulfport
Nov 7, 2019

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

November 6, 2019

TTLBL LLC
4747 Executive Dr. STE 510
SAN Diego, CA 92121

Reference: Tax Parcel Number: 0810C-03-060.000
8295 ALABAMA 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.

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Respectfully yours,

TRAVIS JOHNSON

TRAVIS JOHNSON
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES Case Number: 4881

Gulfport
URBAN DEVELOPMENT

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

November 6, 2019

TTLBL LLC
4747 Executive Dr. STE 510
SAN Diego, CA 92121

Reference: Tax Parcel Number: 0810C-03-060.000
8295 ALABAMA 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/HAUL OFF TRASH & 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

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Respectfully yours,

TRAVIS JOHNSON

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

Case Number 4881

74551

Nov 7, 2019

NO
TRESPASSING
Gulfport
Nov 7, 2019

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

November 6, 2019

HUYNH LOI NGHIA
13009 SWEETWATER TRL
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0810C-03-056.000
8336 HWY 49

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

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Respectfully yours,

TRAVIS JOHNSON

TRAVIS JOHNSON
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES Case Number: 4882

Gulfport
URBAN DEVELOPMENT
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
November 6, 2019
HUYNH LOI NGHIA
8336 HWY 49
GULFPORT, MS 39501
Reference: Tax Parcel Number: 0810C-03-056.000
8336 HWY 49
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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
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Respectfully yours,
TRAVIS JOHNSON
TRAVIS JOHNSON
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member ELLA HOLMES-HINES
Case Number: 4882
74551
Nov 7, 2019

AVAILABLE
LAMAR
210-451-1000
Gulfport
Nov 7, 2019

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

November 13, 2019

SENN BRAN DEE LEE
210 41ST ST
GULFPORT, MS 39507

Reference: Tax Parcel Number: 0910F-02-062.000
210 41ST 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: APPLIANCE(S) OUTSIDE OF BLDG

Based on the violations identified, the City requests that you take the following corrective
REMOVE/DISCARD USED APPLIANCES

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

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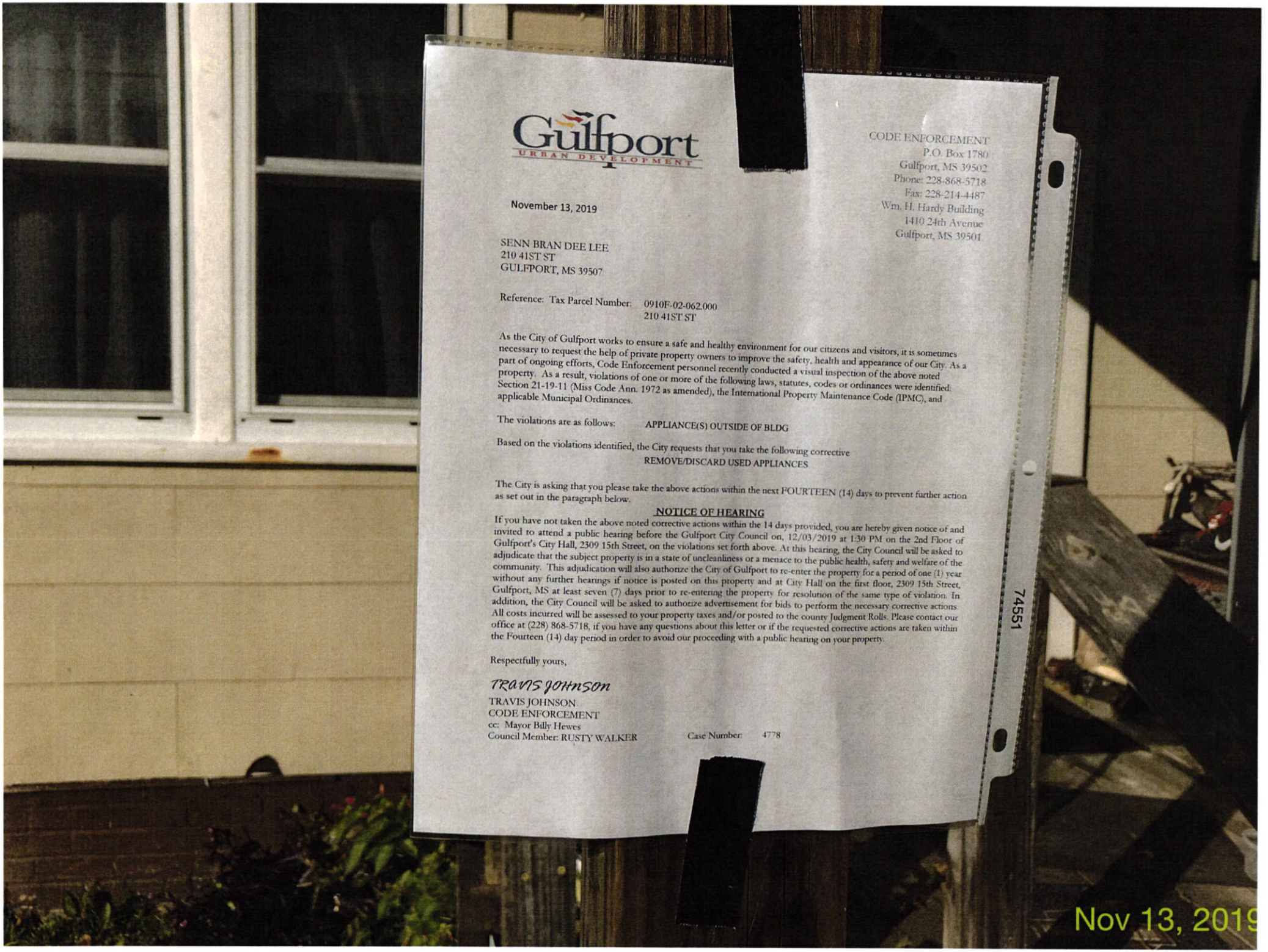
Respectfully yours,

TRAVIS JOHNSON

TRAVIS JOHNSON
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RUSTY WALKER Case Number: 4778



Gulfport
URBAN DEVELOPMENT

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

November 13, 2019

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TRAVIS JOHNSON

TRAVIS JOHNSON
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RUSTY WALKER Case Number: 4778

74551

Nov 13, 2019

Gulfport
Nov 13, 2019

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

November 14, 2019

CARLANDER ALGOT G JR
10662 E BAYTREE DRIVE
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0908J-01-001.051
4 HARVEST LN

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

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Respectfully yours,

Ted Molesworth

Ted Molesworth
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: R LEE FLOWERS Case Number: 5029

Gulfport
URBAN DEVELOPMENT

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

November 14, 2019

CARLANDER ALGOT G JR
10662 E BAYTREE DRIVE
GULFPORT, MS 39503

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Respectfully yours,

Ted Molesworth

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

Case Number: 5029

Nov 14, 2019

Nov 14, 2019

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

November 12, 2019

IRONS ROY
11397 PALM VALLEY COVE
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0808L-04-007.000
11493 HWY 49

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
VACANT STRUCTURE, IPMC 301.3
FENCE VIOLATION, IPMC 304.2

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

CUT & CLEAN THE PROPERTY
REMOVE/HAUL OFF TRASH & DEBRIS
BOARD UP AND SECURE OPENINGS
REPAIR, MAINTENANCE OR REMOVE

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Respectfully yours,

Ted Molesworth

Ted Molesworth
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: CARA PUCHEU Case Number: 5096

Nov 12, 2019

Gulfport
URBAN DEVELOPMENT

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

November 12, 2019

IRONS ROY
11397 PALM VALLEY COVE
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0808L-04-007.000
11493 HWY 49

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OVERGROWN PROPERTY, IPMC 302.4
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VACANT STRUCTURE, IPMC 301.3
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REMOVE/HAUL OFF TRASH & DEBRIS
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Respectfully yours,

Ted Molesworth

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

Case Number: 5096

74551

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

November 12, 2019

IRONS ROY
11397 PALM VALLEY COVE
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0808L-04-007.001
11487 HWY 49

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:
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TRASH & DEBRIS, IPMC 308.1
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Based on the violations identified, the City requests that you take the following corrective
CUT & CLEAN THE PROPERTY
REMOVE/HAUL OFF TRASH & DEBRIS
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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.

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Respectfully yours,

Ted Molesworth

Ted Molesworth
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: CARA PUCHEU Case Number: 5108

Gulfport
URBAN DEVELOPMENT

CODE ENFORCEMEI
P.O. Box 17
Gulfport, MS 395(
Phone: 228-868-57
Fax: 228-214-448
Wm. H. Hardy Buildin
1410 24th Avenue
Gulfport, MS 39501

November 12, 2019

IRONS ROY
11397 PALM VALLEY COVE
GULFPORT, MS 39503

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11487 HWY 49

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
VACANT STRUCTURE, IPMC 301.3

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

CUT & CLEAN THE PROPERTY
REMOVE/HAUL OFF TRASH & DEBRIS
BOARD UP AND SECURE OPENINGS

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 12/03/2019 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: 5108

Nov 12, 2019

11487
FISH HOME
Nov 12, 2019

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 **3rd** day of **December, 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: 1010L-02-044.000. LOT 170 SHERWOOD EST SUBD. 624 NORTH FOREST DR. BRING BLDG UP TO CODE OR DEMO. (SALAAM RASHID ABDUL)

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

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 **3rd** day of **December, 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:	0810B-02-037.000. LOTS 1 TO 10 INC BLK 108 NORTH GULFPORT SUBD PART OF W1/2 OF NW1/4 OF SEC 27-7-11. 8407 VIRGINIA AVE. CUT & CLEAN THE PROPERTY, REMOVE/HAUL OFF TRASH & DEBRIS (BRASLEY ROY L)
Parcel 2:	0810B-02-021.000. LOTS 8 TO 10 INC BLK 73 NORTH GULFPORT SEC 27/28-7-11. 8437 VIRGINIA AVE. CUT & CLEAN THE PROPERTY, REMOVE/HAUL OFF TRASH & DEBRIS (MAGEE ERIC C)
Parcel 3:	0810C-03-060.000. THAT PART OF LOTS 9 TO 11 & N 5 FT OF LOT 8 BLK 196 NORTH GULFPORT SUBD LYING E OF HWY 49 PART OF SW1/4 OF NE1/4 OF SEC 28-7-11. 8295 ALABAMA AVE. CUT & CLEAN THE PROPERTY, REMOVE/HAUL OFF TRASH & DEBRIS (LAMPLEY JESSIE)
Parcel 4:	0810C-03-056.000. LOTS 9 TO 16 LESS PART TO HWY BLK 153 NORTH GULFPORT SECS 27/28-7-11. 8336 HWY 49. CUT & CLEAN THE PROPERTY, REMOVE/HAUL OFF TRASH & DEBRIS (HUYNH LOI NGHIA)
Parcel 5:	0908J-01-001.051. LOT 51 FAIRFIELD SUBD PART 1. 4 HARVEST LN. CUT & CLEAN THE PROPERTY, REMOVE/HAUL OFF TRASH & DEBRIS (CARLANDER ALGOT G JR)

Parcel 6: 0808L-04-007.000. 1.3 AC COM AT INTER OF W MAR OF HWY 49 & N LINE OF SEC 9 S 6 DG E 451.4 FT TO POB S 7 DG E 35 FT W 35 FT N 1 DG E 18 FT N 88 DG W 115.2 FT S 1 DG W 160.5 FT N 87 DG W 308.2 FT N 161.1 FT E 457.9 FT TO POB PART OF NW 1/4 OF NW 1/4 OF SEC 9-7-11. 11493 HWY 49. CUT & CLEAN THE PROPERTY, BOARD UP AND SECURE OPENINGS,REPAIR, MAINTENANCE OR REMOVE,REMOVE/HAUL OFF TRASH & DEBRIS. (IRONS ROY)

Parcel 7: 0808L-04-007.001. COM AT INTER OF W MAR OF HWY 49 & NLINE OF SEC 9 S 6 DG E 451.4 FT S 7DG E 35 FT TO POB S 7 DG E 147.1 FTN 87 DG W 172.8 FT N 1 DG E 160.5 FT S 88 DG E 115.2 FT S 1 DG W 18 FT E 35 FT TO POB PART OF NW 1/4 OFNW 1/4 OF SEC 9-7-11. 11487 HWY 49. CUT & CLEAN THE PROPERTY, BOARD UP AND SECURE OPENINGS,REMOVE/HAUL OFF TRASH & DEBRIS. (IRONS ROY)

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

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: November 20, 2019

Re: Final Plat 1910PC116, by agent Brown, Mitchell & Alexander Inc, between tax parcels 1008M-04-006.000 and 1008M-04-003.002, Final Plat approval of a 3-lot subdivision (Gulfport Promenade), Lorraine Rd, Zoned B-2 (General business), Ward 6

Planning Commission recommendation: To approve applicant request with conditions

Motion: Mr. Elliott

Second: Mr. Daigle

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

Action: Motion was carried unanimously

Speaking for the Petition:
1. Nick Gant
2. Monte Luffey

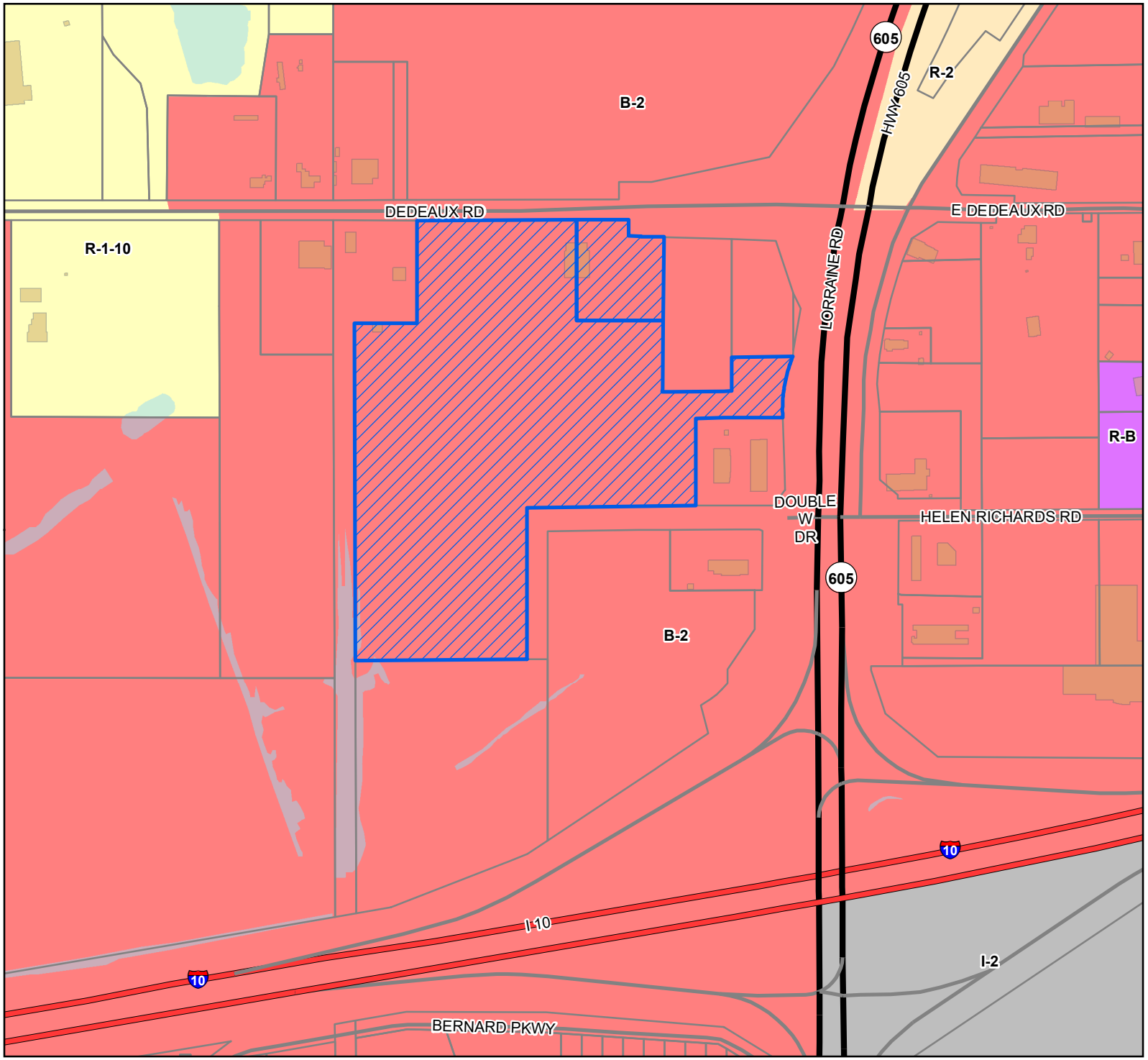
Speaking against the Petition:
1. Vic Dehon
2. Robert Weinmann

On October 24, 2019, the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for December 3, 2019.

1910PC116

Final Plat



Legend

- Site
- Interstate Highway
- US or State Highway
- Street
- Parcels
- Buildings

Zoning

- B-2 - General Business District
- I-2 - Heavy Industry District
- R-1-10 - Single Family Residence (Low Density)
- R-2 - Single Family Residence District (Medium Density)
- R-B - Residence-Business District
- Water Features

Site Information

1008M-04-003.002
1008M-04-006.000
Zoning: B-2 (General business)
Size: 1.75 acres
Flood: X

0 60 120 180
Yards

1 inch = 400 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.

Technical Report

Final Plat
(Gulfport Promenade)

GENERAL INFORMATION

Case File Number: 1910PC116

Hearing Date: October 24, 2019

Current Zoning/Use: B-2 / Commercial in development

Legal: Final Plat 1910PC116, by agent Brown, Mitchell & Alexander Inc, between tax parcels 1008M-04-006.000 and 1008M-04-003.002, Final Plat approval of a 3-lot subdivision (Gulfport Promenade), Lorraine Rd, Zoned B-2 (General business), Ward 6

TECHNICAL DETAILS

The applicant is requesting final approval of a 3-lot commercial subdivision, Gulfport Promenade, containing approximately 20.5 acres. Each lot is as follows: Lot 1 is to be 6.309 acres, Lot 2 is to be 8.837 acres, and Lot 3 to be 5.379 acres. Finally, the applicant has chosen not to include protective covenants for the subdivision.

In addition, the subdivision will include the platting of two roads: Carmax Way and Northpark Drive. The 490-foot east-west run of Northpark Drive and the 485-foot Carmax Way are completing construction and are pending inspection by engineering. As for the 789-foot north-south run of Northpark Drive, it is currently unimproved and has only been added to the recent modification of general plan to be heard under other business of this meeting, case number 1502PC010. Details for its construction are permitted by Building Code Services but have not been included within the General Plan.

Any approval should consider these conditions:

1. Engineering approval pending final inspection and comments.
2. Approval of Engineering and any subsequent punch list before City Council approval.
3. As built must be provided before City Council approval.
4. Required bond or bonds must be received before City Council approval.
5. Two sets of Mylars and one set of linens are required before approval by City Council.
6. Must meet all City of Gulfport Ordinances and current Building Codes.
7. 1-story metal building must be removed from Northpark Drive ROW at developer's expense
8. All water, sewer, and drainage issues must be coordinated with Public Works.
9. Provide disc with .pdf and .dwg files of edge of pavement and all utilities including water, sewer and drainage features that correlate with the most recent version of the final plat.

DEPARTMENTAL CONDITIONS

Engineering: Comments pending final inspection. 21 Oct 2019.

Public Works: Conditions: 1-story metal building must be removed from Northpark Drive ROW at developer's expense. All water, sewer, and drainage issues must be coordinated with PW. Memo dated 21 Oct 2019.

Traffic and Safety: No conditions. Memo dated 18 Oct 2019.

Technical Report

Final Plat
(Gulfport Promenade)

Building Code Services:	Conditions: Must meet all City of Gulfport Ordinances and current Building Codes. Memo dated 3 Oct 2019.
GIS:	Please include: a .pdf and .dwg of edge of pavement, plus all utilities including water, sewer and draining features. Memo date 10 Oct 2019.
Police Department:	No conditions. Memo dated 18 Oct 2019.
Fire Department:	No conditions. Memo dated 7 Oct 2019.

DIRECTOR APPROVAL

This report has been reviewed and approved by:

Greg Pietrangelo
Director of Urban Development Department

Revision date 11/29/18

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

APPLICATION FOR FINAL PLAT

For Staff Use Only

Case File #: 1910PC116

Date Received: 4-9-19

Receipt #: 001691

Received By: TL as per Admin

Zoning: _____

Ward: _____ Flood: _____

Size: _____

Property Information

TAX PARCEL # 1008M-04-006.000
1008M-04-003.002

(If necessary, use separate sheet of paper)

Address of Property Involved: _____

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

General Location: Southwest corner of intersection of Dedeaux Road and Highway 605

GENERAL DESCRIPTION OF REQUEST:
FINAL PLAT APPROVAL OF ROADWAY.

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

DDR Gulfport Promenade, LLC
Printed Name Of Owner

3300 Enterprise Parkway
Mailing Address

Beachwood | Ohio | 44122
City | State | Zip code

646-868-4742 | John Cattonar
Home Phone | Work/Cell Phone

jcattonar@sitecenters.com
Email

Signature Of Owner

AGENT

Nicholas Gant
Printed Name Of Agent

796 Howard Avenue
Mailing Address

Biloxi | Mississippi | 39530
City | State | Zip code

228-436-7612
Home Phone | Work/Cell Phone

nick@bmaengineers.com
Email

Signature Of Agent

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

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

RE: Final Plat 1910PC116, by agent Brown, Mitchell & Alexander Inc, between tax parcels 1008M-04-006.000 and 1008M-04-003.002, Final Plat approval of a 3-lot subdivision (Gulfport Promenade), Lorraine Rd, Zoned B-2 (General business), Ward 6

To Whom It May Concern:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, October 24, 2019**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit http://www.gulfport-ms.gov/agendas.shtml then click the City of Gulfport Planning Commission for **Thursday, October 24, 2019.** A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office at the phone number 228-868-5710 or email planners@gulfport-ms.gov. Finally, the application is available for viewing in the Planning Division office at 1410 24th Avenue.

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			DDR GULFPORT PROMENADE LLC (Owner)	3300 ENTERPRISE PARKWAY	BEACHWOOD	OH	44122
			Brown, Mitchell, & Alexander, Inc C/O Nick Gant (Agent)	796 Howard Ave	Biloxi	MS	39530
			Adjacent Property Owners				
Y	15270	0908P-01-008.000	LONDONDERRY FINANCIAL LLC	329 LOVERS LANE	OCEAN SPRINGS	MS	39564
Y	49426	1008M-04-006.000	DDR GULFPORT PROMENADE LLC	3300 ENTERPRISE PARKWAY	BEACHWOOD	OH	44122
Y	49429	1008M-04-002.000	STOCK LLC C/O MERWYN PEARSON	14014 MADISON CIRCLE	OMAHA	NB	68137
Y	53910	1008M-01-008.000	RICHARD GARY	11036 SHORECREST RD	BILOXI	MS	39532
Y	53912	1008M-01-009.000	HIGHWAY DEVELOPMENT CO INC	4450 OLD CANTON RD STE 203	JACKSON	MS	39211
Y	53913	1008M-01-010.000	CLARK OIL COMPANY INC	720 STATION ST	WAYNESBORO	MS	39367
Y	57948	0908P-01-001.000	SMITH D C	29400 DESMAL SMITH RD	PERKINSTON	MS	39573
N	77688	1008L-01-002.000	DDR GULFPORT PROMENADE LLC	3300 ENTERPRISE PARKWAY	BEACHWOOD	OH	44122
Y	77944	1008M-04-003.000	MS INTERSTATE PROPERTIES LLC ATTEN: ROBERT WEINMA	435 E PASS RD	GULFPORT	MS	39507
Y	77952	1008M-04-004.000	GULF SOUTH PIPELINE COMPANY LP ATTN: DAVID HARDES	P O BOX 20008	OWENSBORO	KY	42304
Y	82619	1008L-01-003.000	BOYETTE PROPERTIES LLC	11548 DEDEAUX RD	GULFPORT	MS	39503
N	96302	1008L-01-003.001	BOYETTE PROPERTIES LLC	11548 DEDEAUX RD	GULFPORT	MS	39503
N	103381	1008M-04-003.001	STOCK LLC	14014 MADISON CIR	OMAHA	NE	68137
N	106771	1008M-04-003.002	DDR GULFPORT PROMENADE LLC C/O DEVELOPERS DIVERS	3300 ENTERPRISE PKWY	BEACHWOOD	OH	44122
Y	110683	0908P-01-001.001	GULFPORT CITY OF	2309 15TH ST	GULFPORT	MS	39502
Y	112292	1008M-04-010.000	MISS DEPT OF TRANSPORTATION C/O RIGHT OF WAY DIVIS	P O BOX 1850	JACKSON	MS	39215
Y	122748	1008M-01-008.001	WHITWORTH CAROL -TRUSTEE- ETAL C/O WHITWORTH SC	1840 NE 118TH AVE	PORTLAND	OR	97220
Y	123197	1008M-04-006.001	MCDONALD'S REAL ESTATE COMPANY	6520 SUNPLEX DRIVE	OCEAN SPRINGS	MS	39564
Y	125572	1008M-04-006.002	11207 LORRAINE ROAD LLC	431 PORT TERMINAL CIRCLE	VICKSBURG	MS	39183
Y	144030	1008M-04-006.003	CARMAX AUTO SUPERSTORES INC	12800 TUCKAHOE CREEK PARKWAY	RICHMOND	VA	23238

LEGAL NOTICE
PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, October 24, 2019 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

1. Final Plat 1910PC116:
Final Plat 1910PC116, by agent Brown, Mitchell & Alexander Inc, between tax parcels 1008M-04-006.000 and 1008M-04-003.002, Final Plat approval of a 3-lot subdivision (Gulfport Promenade), Lorraine Rd, Zoned B-2 (General business), Ward 6

2. Planning Commission Approval 1910PC118:
Planning Commission Approval 1910PC118, by agent Kevin Hall, Request a small cell tower, Factory Shops Blvd, Lat 30.427515, Long -89.098048, Zoned B-4 (Highway Business), Ward 3

3. Planning Commission Approval 1910PC119:
Planning Commission Approval 1910PC119, by agent Kevin Hall, Request a small cell tower, Factory Shops Blvd, Lat 30.427353, Long -89.100817, Zoned B-4 (Highway Business), Ward 3

4. Planning Commission Approval 1910PC120:
Planning Commission Approval 1910PC120, by agent Kevin Hall, Request a small cell tower, Factory Shops Blvd, Lat 30.427365, Long -89.099103, . Zoned B-4 (Highway Business), Ward 3

5. Planning Commission Approval 1910PC121:
Planning Commission Approval 1910PC121, by agent Kevin Hall, Request a small cell tower, Factory Shops Blvd, Lat 30.427584, Long -89.096631, Zoned B-4 (Highway Business), Ward 3

6. Resubdivision 1910PC124:
Resubdivision 1910PC124, by agent Heinrich & Associates, tax parcel 1010F-02-015.000, Divide into two new parcels, 1215 Pine St, Zoned T3 (Sub-Urban zone), Ward 4

7. Planning Commission Approval 1910PC129:
Planning Commission Approval 1910PC129, by agent Doug Hanson, tax parcel 0808F-02-022.000, Requests home occupation for mobile windshield repair, 12083 Essex Pl, Zoned R-1-10 (Single-family), Ward 7

8. Planning Commission Approval 1910PC130:
Planning Commission Approval 1910PC130, by owner Jelicia Mallory, tax parcel 0808F-01-001.083, Request for home occupation for online retail store, 12212 Emily Cv, Zoned R-1-10 (Single-family), Ward 7

9. Resubdivision 1911PC134:
Resubdivision 1911PC134, by owner Sonzie J. McInnis, tax parcels 0810F-05-028.000, 0810F-05-029.000, Divide into two new parcels, 4110 Arkansas Ave, Zoned B-4 (Highway Business), Ward 3

This the 3rd day of October 2019
Keith Williams, Chairman
City of Gulfport Planning Commission

GULFPORT PROMENADE

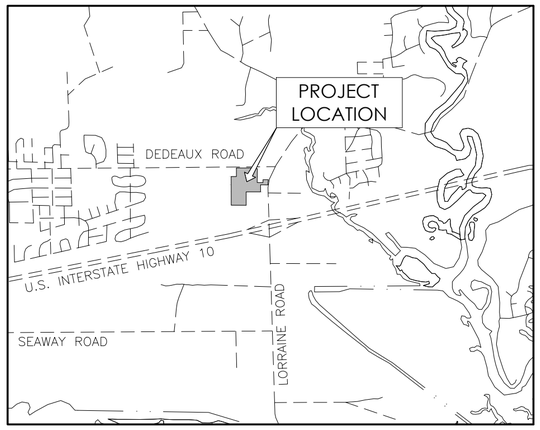
A SUBDIVISION LOCATED IN SECTION 7, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI

BOUNDARY DESCRIPTION:

A parcel of land situated and being located in the NW 1/4 of the SW 1/4 of Section 7, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

Commence at a Magnetic Nail found at the northwest corner of the SW 1/4 of said Section 7; thence S 00°26'16" E 30.00 feet along the west line of the SW 1/4 of said Section 7 to a Magnetic Nail found on the south margin of Dedeaux Road; thence N 89°50'36" E 240.00 feet along the south margin of Dedeaux Road to a Magnetic Nail found and the Point Of Beginning, said point also being the northeast corner of property now or formerly to United Gas Pipe Line Company, W.D. Book 418, Pages 461–462, (said Point Of Beginning having grid coordinates N.345417.66 and E.920707.24 based on the Mississippi State Plane Coordinate System, East Zone (2301), NAD 83 (U.S. feet), coordinates and courses herein are grid values based on said coordinate system using a scale factor of 0.999954626 with a convergence angle of –00°06'07.90665" (at the Point Of Beginning)); thence S 89°55'39" E 276.17 feet along the south right–of–way of Dedeaux Road to an iron rod set; thence N 89°57'02" E 207.25 feet along said south right–of–way to a 1/2" iron rod found; thence N 89°56'53" E 129.57 feet along said south right–of–way to a 1/2" iron rod found; thence S 00°04'37" E 19.06 feet to a concrete monument found; thence S 87°52'16" E 103.18 feet to a 1/2" iron rod found on the west boundary of property now or formerly to Stock LLC per Instrument No. 2006–7000–D–J1; thence S 00°42'06" W 475.39 feet along said west boundary to a 1/2" iron rod found at the southwest corner of said property; thence S 89°43'06" E 199.88 feet along the south boundary of said property to a 1/2" iron rod found at the southeast corner of said property; thence N 00°53'02" E 99.49 feet to a 1/2" iron rod found at the southwest corner of property now or formerly to Stock LLC, Instrument No. 2005–12873–D–J1, said corner also being the northwest corner of Lot 20, Block 1, Lorraine Village, per an unofficial subdivision plat/sketch recorded in Warranty Deed Book 395 at Page 481, on file in the office of the Chancery Clerk, First Judicial District of Harrison County, Mississippi; thence S 89°36'47" E 176.67 feet along the south line of said property to a 1/2" iron rod found on the existing West right–of–way of State Highway 605 (formerly Lorraine Road); thence southerly 176.17 feet along a curve of said right–of–way, said curve being concave to the east, having a central angle of 02°27'31", with a radius of 4,105.51 feet, said curve also having a chord bearing and distance of S 03°09'25" W 176.16 feet to a 1/2" iron rod found at the northeast corner of property now or formerly to 11207 Lorraine Road LLC, Harrison County Instrument No. 2014–7288–D–J1; thence N 89°15'51" W 250.08 feet along the north boundary of said property to a 1/2" iron rod found at the northwest corner of said property; thence S 00°31'25" W 243.65 feet along the west boundary of said property to a 1/2" iron rod set on the existing north right–of–way of North Park Drive; thence N 89°46'50" W 490.48 feet along said existing north right–of–way to a 1/2" iron rod set; thence S 00°13'05" W 458.50 feet to a 1/2" iron rod set; thence N 89°46'39" W 509.53 feet to a 1/2" iron rod found at the northwest corner of property now or formerly to Carmax Auto Superstores Inc., Instrument No. 2017–6302–D–J1; thence northerly and easterly along portions of the east and south boundaries of said property now or formerly to United Gas Pipe Line Company per Deed Book 418, Pages 461–462, the following three courses; N 00°09'08" W 980.15 feet to a 1/2" iron rod found, S 89°47'14" E 179.25 feet to a 1/2" iron rod found, N 00°15'30" W 292.49 feet to the said Point Of Beginning.

Said parcel of land contains 978,963 square feet or 22.474 acres, more or less.



VICINITY MAP
(N.T.S.)

SURVEYOR'S CERTIFICATE

I, JEFFREY C. COLLINS, a Professional Land Surveyor in the State of Mississippi, do hereby certify that the foregoing plat and description are true and correct to the best of my knowledge and belief.

WITNESS my signature this the _____ day of _____, 2019.

_____
JEFFREY C. COLLINS, P.S. No. 2742

ACKNOWLEDGMENT

State of Mississippi
County of Harrison

Personally appeared before me, the undersigned authority, in and for the aforesaid county and state, JEFFREY C. COLLINS, P.S., who acknowledged to me that he signed, sealed, and delivered the foregoing certificate on the day and in the year set forth above for the purpose(s) therein expressed.

GIVEN under my hand and seal this the _____ day of _____, 2019

My commission expires:

_____
NOTARY PUBLIC

_____

CERTIFICATE OF RECORDATION

Filed and recorded by duplicate in the Record of Plats of Harrison County, Mississippi, in Plat Book _____, Page _____, on the _____ day of _____, 2019.

_____ By: _____
CHANCERY CLERK DEPUTY CLERK

CERTIFICATE OF COMPARISON

We, the undersigned, do hereby certify that we have compared the ORIGINAL plat with the DUPLICATE plat of GULFPORT PROMENADE and find the same to be an exact duplicate thereof.

_____
CHANCERY CLERK

_____
DEPUTY CLERK

_____
JEFFREY C. COLLINS, P.S.

CERTIFICATE OF APPROVAL BY PLANNING COMMISSION

The Plat of GULFPORT PROMENADE is hereby approved and accepted by the Gulfport City Planning Commission in accordance with its procedure for approving this plat and plans this the _____ day of _____, 2019

_____
CHAIRMAN, CITY PLANNING COMMISSION

CERTIFICATE OF ACCEPTANCE

This Plat has been submitted to and approved by the Mayor and City Council of the City of Gulfport, Mississippi, by order adopted and entered on their official Minute Book _____, Page(s) _____, held on _____the_____day of _____, 2019.

_____ _____
BILLY HEWES, MAYOR F.B. "RUSTY" WALKER, IV, COUNCIL PRESIDENT

CITY ENGINEER'S APPROVAL

A bond or certified check has been posted, which is available to the city and in sufficient amount to assure such completion of all required improvements.

Final approval of Layout of Plat on this the _____ day of _____, 2019.

_____
GULFPORT CITY ENGINEER

OWNER'S DEDICATION

This is to certify that DDR GULFPORT PROMENADE, LLC, is the owner of record of the tract of land described herein, and hereby declares this to be the official plat of GULFPORT PROMENADE and further dedicates the streets and easements as shown hereon to the City of Gulfport forever.

WITNESS my signature this the _____ day of _____, 2019.

DDR GULFPORT PROMENADE, LLC

By: _____
JOHN CATTONAR, Manager/Member

ACKNOWLEDGMENT

State of Mississippi
County of Harrison

Personally appeared before me, the undersigned authority, in and for the aforesaid county and state, JOHN CATTONAR, Manager/Member, of DDR GULFPORT PROMENADE, LLC, who acknowledged to me that he signed, sealed, and delivered this plat as authorized to do so by the corporation on the day and in the year set forth above.

GIVEN under my hand and seal this the _____ day of _____, 2019

My commission expires:

_____
NOTARY PUBLIC

_____

401 Cowan Road, Suite A, Gulfport, MS 39507 (228)864-7612 Fax(228)864-7676

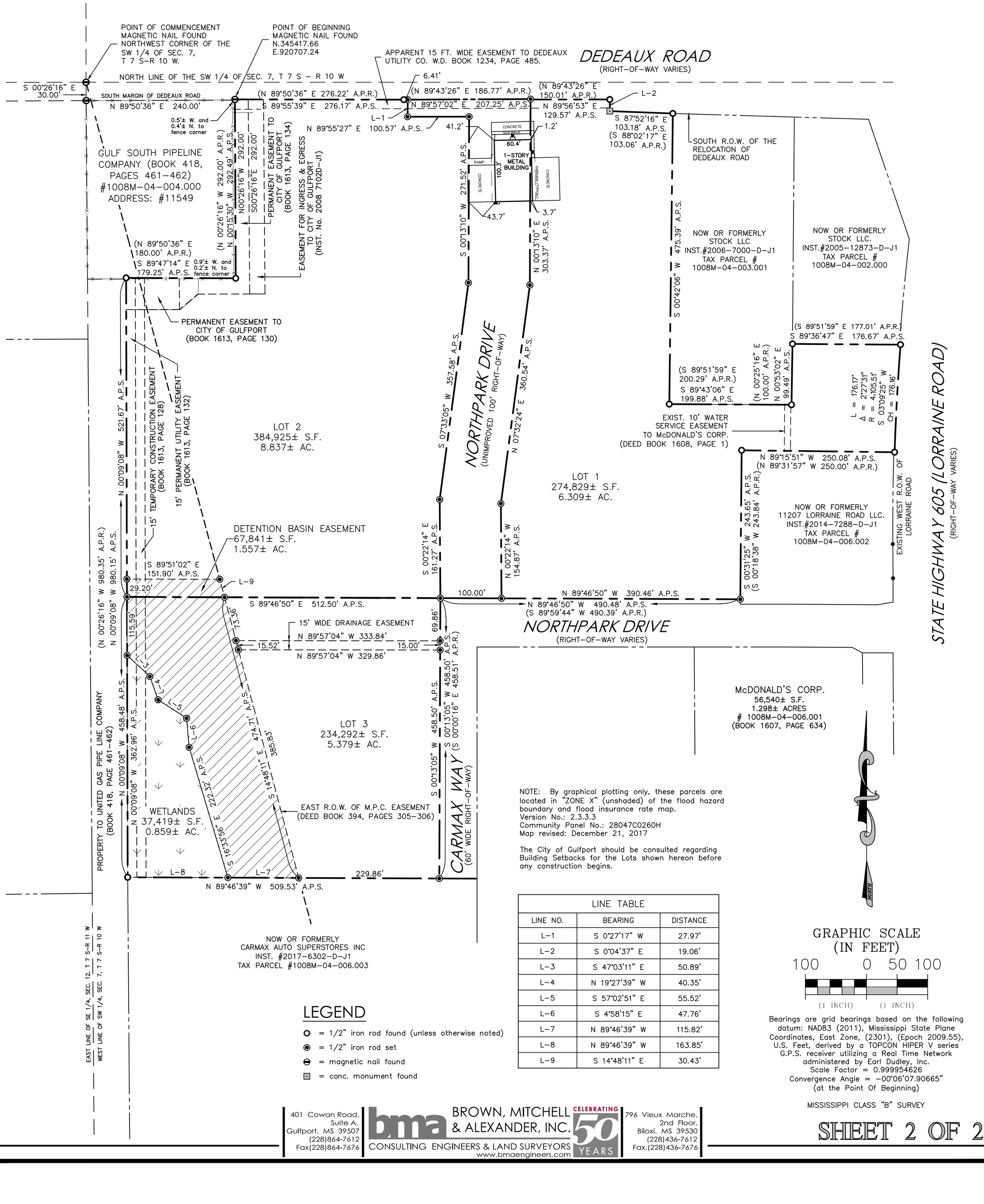
BROWN, MITCHELL & ALEXANDER, INC. CELEBRATING 50 YEARS
CONSULTING ENGINEERS & LAND SURVEYORS
www.bmaengineers.com

796 Vieux Marche, 2nd Floor, Biloxi, MS 39530 (228)436-7612 Fax.(228)436-7676

S:\3509\Gulfport Promenade Plat 2019\3509_Plat_r2.dwg/plotted 10.30.2019/DBT

GULFPORT PROMENADE

A SUBDIVISION LOCATED IN SECTION 7, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI



NOTE: By graphical plotting only, these parcels are located in "ZONE X" (unshaded) of the flood hazard boundary and flood insurance rate map.
Version No.: 2.3.3.3
Community Panel No.: 28047C0260H
Map revised: December 21, 2017

The City of Gulfport should be consulted regarding Building Setbacks for the Lots shown hereon before any construction begins.

LINE TABLE

LINE NO.	BEARING	DISTANCE
L–1	S 0°27'17" W	27.97'
L–2	S 0°04'37" E	19.06'
L–3	S 47°03'11" E	50.89'
L–4	N 19°27'39" W	40.35'
L–5	S 57°02'51" E	55.52'
L–6	S 4°58'15" E	47.76'
L–7	N 89°46'39" W	115.82'
L–8	N 89°46'39" W	163.85'
L–9	S 14°48'11" E	30.43'

LEGEND

- ○ = 1/2" iron rod found (unless otherwise noted)
- ◉ = 1/2" iron rod set
- ⊖ = magnetic nail found
- ⊡ = conc. monument found

GRAPHIC SCALE (IN FEET)

100 0 50 100

(1 INCH) (1 INCH)

Bearings are grid bearings based on the following datum: NAD83 (2011), Mississippi State Plane Coordinates, East Zone, (2301), (Epoch 2009.55), U.S. Feet, derived by a TOPCON HIPER V series G.P.S. receiver utilizing a Real Time Network administered by Earl Dudley, Inc.
Scale Factor = 0.999954626
Convergence Angle = –00°06'07.90665"
(at the Point Of Beginning)

MISSISSIPPI CLASS "B" SURVEY

401 Cowan Road, Suite A, Gulfport, MS 39507
(228)864-7612
Fax(228)864-7676

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S:\3509\Gulfport Promenade Plat 2019\3509_Plat_r2.dwg/plotted 10.30.2019/DBT

SITEWORK PLANS

FOR

PUBLIC INFRASTRUCTURE IMPROVEMENTS

FOR CARMAX DEVELOPMENT

GULFPORT, MISSISSIPPI

PREPARED FOR

CARMAX

CARMAX THE AUTO SUPERSTORE WEST COAST, INC.
12800 TUCKAHOE CREEK PARKWAY, RICHMOND, VA 23238
Ph: (804) 747-0422

DAX B. ALEXANDER
REGISTERED PROFESSIONAL
14208
MISSISSIPPI
7/13/18

FEBRUARY 2019

BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS
CELEBRATING 50 YEARS

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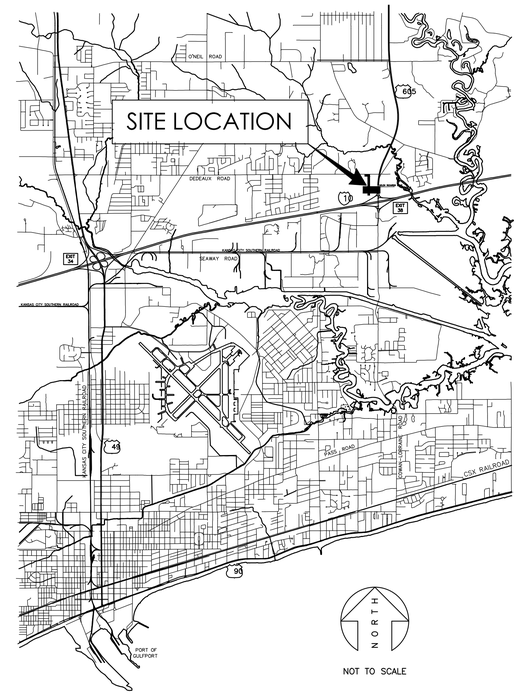
Gulfport, MS 39507
(228)864-7612

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

3103 Pascagoula Street,
Pascagoula, MS 39567
(228)864-7612

BROWN, MITCHELL & ALEXANDER, INC.
CONFORMED TO CONSTRUCTION RECORDS
By: Date: 11/15/19

LOCATION MAP



SHEET INDEX

DESCRIPTION	SHEET NO.
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LIGHTING PLAN AND PHOTOMETRICS (BY MSPCO)	DS-10777B

BMA No.16-3509 SET NO. _____

16-3509 - PUBLIC INFRASTRUCTURE IMPROVEMENTS FOR CARMAX DEVELOPMENT

GENERAL NOTES

1. ALL ELEMENTS OF CONSTRUCTION SHALL BE PROVIDED BY THE CONTRACTOR IN ACCORDANCE WITH THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2017 EDITION, UNLESS NOTED OTHERWISE.

2. CONTRACTOR SHALL DISPOSE OFF-SITE ALL MISCELLANEOUS TRASH & DEBRIS FROM ALL AREAS WITHIN THE LIMITS OF WORK. ALL SUCH WORK AND DISPOSAL SHALL BE IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REQUIREMENTS.

3. EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CAN NOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS TO HAVE UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF CONSTRUCTION. FOR A LIST OF PUBLIC UTILITIES SEE BELOW:

MS. ONE CALL	800-227-6477
AT&T SOUTHEAST, MS	228-452-2031
MISSISSIPPI POWER CO.	228-832-1761
CABLE ONE	228-864-1506
CITY OF GULFPORT PUBLIC WORKS	228-868-8752
CENTERPOINT ENERGY (GAS)	228-896-7500

4. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING GRADES AND MAKING ADJUSTMENTS AS NECESSARY WITH THE APPROVAL OF THE PROJECT ENGINEER.

5. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING STRUCTURES SUCH AS PIPES, INLETS, APRONS, BRIDGES, ETC. FROM DAMAGE WHICH MIGHT OCCUR DURING CONSTRUCTION. EXTREME CARE SHOULD BE EXERCISED IN THE UNDERCUT AREA AND THE UNDERCUT DEPTH MAY BE ADJUSTED AT CROSS DRAINS, AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL REPLACE OR REPAIR, AS DIRECTED BY THE ENGINEER, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPLACEMENT OR REPAIR OF DAMAGED ITEMS.

6. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING BRACING, SHORING, OR ANY GROUND SUPPORT SYSTEM REQUIRED TO PREVENT A FAILURE FROM OCCURRING DURING EXCAVATION. ALL COST FOR ANY PROTECTIVE MEASURES, INCLUDING THE MATERIALS AND LABOR FOR DESIGNING AND CONSTRUCTING THE FACILITY.

7. CONTRACTOR SHALL RELOCATE ANY MAILBOXES NECESSARY TO COMPLETE THIS WORK. REMOVAL, STORAGE AND REPLACEMENT OF BOXES SHALL BE ABSORBED IN THE PRICE BID FOR REMOVAL OF OBSTRUCTIONS.

8. IF IT IS NECESSARY TO HOLD ANY UTILITY POLES, THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANY. ANY FEE OR CHARGE FOR THIS SERVICE SHALL BE COST ABSORBED BY THE CONTRACTOR.

ROADWAY & CONCRETE WORK

1. BASE AND PAVEMENT FOR STREET INTERSECTION AND LOCAL ROAD TURNOUTS SHALL MATCH THE PROPOSED ROADWAY. SEE TRANSITION DETAIL.

2. WHERE MILLING OF THE ROADWAY IS REQUIRED, THE CONTRACTOR SHALL PROVIDE OUTLETS IN THE EXISTING SHOULDERS AT SUFFICIENT INTERVALS TO PREVENT POOLING OR STANDING WATER ON THE MILLED SURFACE. ANY ASSOCIATED COST SHALL BE ABSORBED IN MILLING.

3. CONTRACTOR SHALL MATCH EXISTING PAVEMENT IN GRADE AND ALIGNMENT AT CONNECTIONS TO EXISTING PAVEMENT.

4. ALL RADII ARE TO BE FIELD DETERMINED. RADII SHOWN ON THE PLANS ARE APPROXIMATE.

5. PRIOR TO POURING PAVED ISLANDS, THE PROJECT ENGINEER SHOULD BE NOTIFIED SO THAT SIGNS REQUIRED IN ISLANDS CAN BE LOCATED.

6. CONTRACTOR SHALL CONSTRUCT CURB & GUTTER AT PROPER ELEVATIONS TO ENSURE POSITIVE DRAINAGE.

7. ALL CONCRETE SHALL BE MDOT CLASS "B", UNLESS OTHERWISE NOTED. ALL EXPOSED CONCRETE EDGES SHALL BE CHAMFERED ¾". MATERIALS, PLACEMENT, AND CURING SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS. REINFORCING STEEL SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS.

EARTHWORK

1. VEGETATIVE MATERIAL WILL BE REMOVED PRIOR TO PLACEMENT OF GRANULAR MATERIAL.

2. AREAS AROUND DRAINAGE STRUCTURES, INTAKES, AND OUTFALLS SHALL BE GRADED TO PROMOTE POSITIVE DRAINAGE.

3. BACK OF CURBS SHALL BE BACKFILLED TO TOP OF CURB ELEVATIONS.

DRAINAGE & UTILITIES

1. ALL REINFORCED CONCRETE PIPE JOINTS ARE TO BE WRAPPED IN TYPE V GEOTEXTILE FABRIC, 24" WIDTH. THE COST OF THE FABRIC SHALL BE ABSORBED IN THE UNIT PRICE BID FOR THE PIPE. ALL REINFORCED CONCRETE PIPE (ROUND AND ARCH) WITH PICKUP HOLES SHALL BE PLUGGED AND COVERED WITH TYPE V GEOTEXTILE FABRIC.

2. EXISTING UTILITY APPURTENANCES SHALL BE ADJUSTED TO FINISHED GRADE IN ROADWAY AREAS OR ABOVE FINISHED GRADE OUTSIDE ROADWAY AREAS AS DIRECTED BY THE ENGINEER.

3. PRIVATE UTILITY APPURTENANCE ADJUSTMENTS WILL BE DONE BY OTHERS. CONTRACTOR SHALL COORDINATE ADJUSTMENTS WITH THE PRIVATE UTILITY COMPANIES.

4. AT ALL LOCATIONS WHERE PIPE AND/OR FITTINGS COME IN CONTACT WITH CONCRETE, THE TWO MATERIALS SHALL BE SEPARATED BY 1/8" SHEET RUBBER.

THE 2017 EDITION OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (M.D.O.T. RED BOOK) ADOPTED BY THE MISSISSIPPI STATE HIGHWAY COMMISSION IS MADE A PART HEREOF FULLY AND COMPLETELY AS IF IT WERE ATTACHED HERETO, EXCEPT WHERE SUPERSEDED BY SPECIAL PROVISION, SUPPLEMENTAL SPECIFICATIONS, OR AMENDED BY REVISIONS OF THE SPECIFICATIONS FOR THIS PROJECT. COPIES OF THE M.D.O.T. RED BOOK MAY BE PURCHASED FROM THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION, CONSTRUCTION DIVISION P.O. BOX 1850, JACKSON, MS 39215-1850 (601)359-7301

BEFORE UNDERTAKING EACH PART OF THE WORK, THE CONTRACTOR SHALL CAREFULLY STUDY AND COMPARE THE PLANS & SPECIFICATIONS AND CHECK AND VERIFY PERTINENT FIGURES SHOWN THEREON AND ALL APPLICABLE FIELD MEASUREMENTS. IF ANY CONFLICTS, ERRORS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED EITHER ON THE CONSTRUCTION DOCUMENTS OR IN THE FIELD CONDITIONS, THE CONTRACTOR SHALL PROMPTLY REPORT IN WRITING TO THE ENGINEER OR HIS REPRESENTATIVE, AND SHALL OBTAIN A WRITTEN INTERPRETATION OR CLARIFICATION FROM THE ENGINEER OR HIS REPRESENTATIVE BEFORE PROCEEDING WITH ANY WORK AFFECTED THEREBY.

DRAINAGE & UTILITIES (con't)

5. ALL "VARIES" DIMENSIONS DEPEND DIRECTLY ON PIPE SIZE, THICKNESS AND DEPTH OF PIPE.

6. PIPE LENGTHS ARE MEASURED FROM CENTER OF STRUCTURES.

7. ALL PIPES SHALL BE FLUSH WITH THE INTERIOR FACE OF THE BOX.

8. CONTRACTOR SHALL VIDEO ALL NEW STORM DRAIN LINES 42" AND SMALLER AND ALL NEW ARCH STORM DRAIN LINES 65" X 40" AND SMALLER.

9. CONTRACTOR SHALL POUR CONCRETE INVERTS IN ALL DRAINAGE STRUCTURES AS DIRECTED BY THE ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.

10. NO IMPROVEMENT SHALL INTERFERE WITH OR BLOCK DRAINAGE.

11. TOP ELEVATIONS OF INLETS AND BOXES ARE APPROXIMATE. FINAL GRADES SHALL BE FIELD DETERMINED.

12. REPAIR TO EXISTING DRAINAGE STRUCTURES TO TIE IN NEW DRAINAGE LINES SHALL BE ABSORBED IN THE COST OF THE NEW PIPE.

13. EXISTING PRIVATE DRAIN LINES SHALL BE TIED INTO THE NEW SUBSURFACE DRAINAGE SYSTEM. THE CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL EXISTING PRIVATE DRAIN LINES.

PERMANENT AND TEMPORARY TRAFFIC CONTROL

1. ALL TRAFFIC CONTROL SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (MUTCD). THE OWNER WILL HAVE THE AUTHORITY TO SUSPEND ALL WORK AND/OR WITHHOLD PAYMENTS FOR FAILURE OF THE CONTRACTOR TO MAINTAIN/FOLLOW PROPER TRAFFIC CONTROL.

2. ALL TEMPORARY TRAFFIC CONTROL DEVICES ON THIS PROJECT SHALL COMPLY WITH PART VI OF THE MUTCD (LATEST EDITION).

3. ALL SIGNS THAT CONFLICT WITH THE CONSTRUCTION OF THIS PROJECT SHALL BE COVERED/REMOVED AND RESET BY THE CONTRACTOR AS DIRECTED BY THE ENGINEER.

4. WORK ON STRUCTURES FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING THE EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PLACE WHAT BRACING, SHORING, OR GROUND SUPPORT SYSTEM THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT THE PERSONS WORKING NEAR THE EXCAVATION, THE PUBLIC THAT MAY BE ABOVE THE EXCAVATION, OR ANY STRUCTURE ADJACENT TO THE EXCAVATION.

5. REMOVAL OF RAISED PAVEMENT MARKERS SHALL BE ABSORBED IN MAINTENANCE OF TRAFFIC.

6. EXISTING BLUE RAISED PAVEMENT MARKERS INDICATING THE LOCATION OF FIRE HYDRANTS SHALL BE REINSTALLED OR REPLACED ONCE FINAL ROADWAY SURFACE IS INSTALLED.

7. REMOVAL OF OBJECT MARKERS SHALL BE ABSORBED IN MAINTENANCE OF TRAFFIC.

8. TEMPORARY STRIPING SHALL CONFORM TO FINISHED STRIPE SPECIFICATIONS FOR LANE WIDTH, ALIGNMENT, AND STRAIGHTNESS.

9. ORANGE FLUORESCENT SHEETING SHALL BE USED ON ALL CONSTRUCTION AND TRAFFIC CONTROL SIGNS EXCEPT FOR THOSE DESIGNATED IN PLANS TO BE BLACK LEGENDS AND BORDER ON WHITE BACKGROUND.

10. ALL POST LENGTHS FOR SIGNS SHALL BE VERIFIED IN THE FIELD PRIOR TO FABRICATION.

11. ALL PLASTIC DRUMS SHALL HAVE A BALLASTING COLLAR MADE FROM RECYCLED TRUCK TIRES OR OTHER SUITABLE MATERIAL.

12. ALL RAISED ROADSIDE APPURTENANCES TO BE PLACED A MINIMUM OF 2' BEHIND FACE OF CURB UNLESS OTHERWISE SPECIFIED ON PLANS.

13. ACCESS TO ALL BUSINESSES AND RESIDENCES WITHIN THE PROJECT LIMITS SHALL BE MAINTAINED BY THE CONTRACTOR AT ALL TIMES.

14. VOIDS CREATED BY THE REMOVAL OF, BUT NOT LIMITED TO, POSTS, CONCRETE APRONS, AND FOOTINGS, SHALL BE BACKFILLED AND TAMPED IN ACCORDANCE WITH SECTION 203 OF THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

EROSION CONTROL

1. THE EROSION CONTROL DEVICES REFERENCED IN THESE PLANS ARE A MINIMUM REQUIREMENT. IT IS THE RESPONSIBILITY OF
   THE CONTRACTOR TO INSURE THAT SILT DOES NOT LEAVE THE RIGHT OF WAY OR CONTAMINATE WATERS OF THE U. S. DURING CONSTRUCTION. THE CONTRACTOR SHALL SUBMIT AN EROSION CONTROL PLAN PRIOR TO COMMENCEMENT OF WORK AND MAINTAIN THE PLAN DURING CONSTRUCTION

2. TEMPORARY SEEDING IS REQUIRED FOR SOILS THAT REMAIN STOCKPILED OR ARE NOT SCHEDULED FOR ANY ACTIVITY FOR MORE
   THAN THIRTY (30) CALENDAR DAYS. AREAS SHALL BE SEEDED WITHIN SEVEN (7) DAYS OF DISTURBANCE. TEMPORARY SEEDING SHALL BE APPLIED IN ACCORDANCE WITH THE PLANTING SCHEDULE AND THE RATE OF APPLICATION/PLANTING PREPARATION OUTLINED IN THE MDEQ SEEDING CHART, INCLUDED IN THE SWPPP

3. THE CONTRACTOR SHALL BE REQUIRED TO FURNISH ALL MATERIALS AND PERFORM ALL WORK FOR THE PROPER INSTALLATION, MAINTENANCE AND REMOVAL OF TEMPORARY EROSION CONTROL MEASURE NECESSARY TO CONTROL SILTATION.

BROWN, MITCHELL & ALEXANDER, INC.
CONFORMED TO CONSTRUCTION RECORDS
By: _____ Date: 11/15/19

EROSION CONTROL

4. THE OWNER HAS OBTAINED A STORM WATER PERMIT FOR CONSTRUCTION THROUGH THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY. THE CONTRACTOR IS REQUIRED TO SIGN THE SMALL CONSTRUCTION NOTICE OF INTENT (SCNOI) AND COMPLY WITH THE REQUIREMENTS OF THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND PERMIT THROUGHOUT CONSTRUCTION. A COPY OF THE SWPPP AND PERMIT ARE AVAILABLE UPON REQUEST TO THE ENGINEER DURING BIDDING. THE CONTRACTOR WILL BE GIVEN A COPY OF THE SWPPP AND PERMIT AT THE PRECONSTRUCTION CONFERENCE. THE SWPPP AND PERMIT SHALL REMAIN ON-SITE AND BE AVAILABLE AT THE CONSTRUCTION SITE AT ALL TIMES DURING THE ENTIRE CONSTRUCTION DURATION.

5. SILT FENCES WITH WIRE BACKING SHALL BE INSTALLED AROUND ALL STOCKPILED MATERIALS.

6. ALL DISTURBED AREAS SHALL BE SEEDED OR SODDED IMMEDIATELY ONCE FINISHED GRADING IS COMPLETE IN AN AREA OR WHEN INCOMPLETE GRADING WILL REMAIN UNDISTURBED FOR LONGER THAN 14 DAYS. SEEDING AND SODDING LOCATIONS SHALL BE DETERMINED IN THE FIELD BY THE ENGINEER TO MATCH EXISTING ADJACENT CONDITIONS.

7. NO ADDITIONAL PAYMENT SHALL BE MADE FOR WATERING. WATERING SHALL BE DONE IN ACCORDANCE WITH THE PLANS AND SPECIFICATION. THE WATERING SCHEDULE SHOWN ON THE VEGETATION SCHEDULE SHALL BE ADHERED TO UNLESS APPROVED OTHERWISE BY THE ENGINEER OR AS DIRECTED OTHERWISE BY THE ENGINEER. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE VEGETATION THROUGHOUT THE LIFE OF THE PROJECT AND THROUGH THE MAINTENANCE PERIOD. THE CONTRACTOR SHALL NOT BE PAID FOR ANY ADDITIONAL WATERING REQUIRED ABOVE AND BEYOND WHAT IS REQUIRED IN THE VEGETATION SCHEDULE.

8. THE PLACEMENT OF EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES (BMPS) SHALL BE IN ACCORDANCE WITH THE MISSISSIPPI DEPARTMENT OF QUALITY'S PLANNING AND DESIGN MANUAL FOR THE CONTROL OF EROSION, SEDIMENT AND STORMWATER.

9. NATURAL VEGETATION SHALL BE MAINTAINED AND PROTECTED WHEREVER POSSIBLE.

10. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING EROSION CONTROLS THROUGHOUT THE DURATION OF THE PROJECT.

11. TEMPORARY EROSION AND SEDIMENT CONTROLS SHALL NOT BE REMOVED UNTIL PERMANENT EROSION CONTROLS (SUCH AS GRASSING) ARE ESTABLISHED.

12. ALL EQUIPMENT REPAIR AND MAINTENANCE SHALL BE DONE OFFSITE.

13. RECEPTACLES SHALL BE PROVIDED TO PROPERLY DISPOSE OF ALL TRASH AND WASTE. ALL CONSTRUCTION DEBRIS SHALL BE PICKED UP AT THE END OF EACH DAY AND SHALL BE REMOVED COMPLETELY FROM THE SITE AT THE END OF THE PROJECT.

14. SANITARY FACILITIES SHALL BE PROVIDED ON-SITE FOR ALL EMPLOYEES.

15. ALL EROSION CONTROLS SHALL BE INSTALLED IN ACCORDANCE WITH THE DETAILS.

16. THE CONTRACTOR IS RESPONSIBLE FOR MAKING MODIFICATIONS TO THE EROSION CONTROL PLAN AS FIELD CONDITIONS CHANGE OR EXISTING CONTROL BECOME INEFFECTIVE.

17. ACCUMULATED SEDIMENT SHALL BE REMOVED FROM CONTROLS WHEN IT REACHES ½ THE HEIGHT OF THE CONTROL. THE SEDIMENT SHALL BE PROPERLY DISPOSED OF SO AS NOT TO CAUSE SEDIMENTATION IN ANOTHER LOCATION.

18. EROSION AND SEDIMENT CONTROLS SHALL BE INSPECTED WEEKLY AND FOLLOWING ANY RAIN EVENT. NON-FUNCTIONING, INEFFECTIVE OR DAMAGED CONTROLS SHALL BE REPAIRED, REPLACED OR SUPPLEMENTED WITH FUNCTIONAL CONTROLS WITHIN 24 HOURS OF DISCOVERY.

19. THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF ANY SEDIMENT THAT MIGRATES INTO THE STORM DRAIN SYSTEM.

20. THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF ANY SEDIMENT OR CONSTRUCTION DEBRIS THAT IS TRACKED ONTO ADJACENT PAVED AREAS. ADJACENT STREETS SHALL BE KEPT CLEAN THROUGHOUT CONSTRUCTION AND SHALL BE CLEANED WITH A STREET-SWEEPER OR SIMILAR TECHNIQUE IMMEDIATELY UPON DISCOVERY OF SEDIMENT. WASHING DOWN OF THE STREET OR ANY PAVED AREAS IS NOT ALLOWED.

21. ANY SEDIMENT THAT HAS MIGRATED OFFSITE WHETHER ONTO PUBLIC OR PRIVATE PROPERTY SHALL BE REMOVED IMMEDIATELY UPON DISCOVERY. THE SOURCE OF THE BREACH SHALL IMMEDIATELY BE LOCATED AND CORRECTED

EXISTING LEGEND

- PROPERTY LINE
- EASEMENT LINE
- TREE LINE
- CENTERLINE OF DITCH
- TOE OF DITCH BANK
- TOP OF DITCH BANK
- FENCE LINE (X X)
- SEWER MAIN (SS SS)
- WATER MAIN (W W)
- SEWER FORCE MAIN (FM FM)
- FIBER OPTIC (FO)
- GAS MAIN
- TELEPHONE LINE (T T)
- OVERHEAD ELECTRIC LINE (OHE)
- UNDERGROUND ELECTRIC LINE (UGE)
- DRAINAGE LINE
- CONTOUR LINE (10)
- SEWER MANHOLE (S)
- SEWER CLEANOUT (CO)
- FIRE HYDRANT
- WATER VALVE (W)
- WATER METER (W)
- GAS METER (G)
- DRAINAGE MANHOLE (D)
- CURB INLET
- DRAINAGE INLET
- POWER POLE (WITH GUY) (PP)
- LIGHT POLE (AND)
- ELECTRIC METER (E)
- ELECTRIC TRANSFORMER (XFMR)
- TELEPHONE PEDESTAL (T)
- SIGN
- IRON ROD FOUND (IRF)
- IRON ROD SET (IRS)
- SPOT ELEVATION (× 0.00)
- BENCHMARK

PROPOSED LEGEND

- LINE TO BE DEMOLISHED
- DITCH CENTERLINE (X X X X X X)
- CHAIN LINK FENCE (X X)
- TEMPORARY SILT FENCE
- 4" SEWER MAIN (4"S)
- 6" SEWER MAIN (6"S)
- 8" SEWER MAIN (8"S)
- 10" SEWER MAIN (10"S)
- 12" SEWER MAIN (12"S)
- 15" SEWER MAIN (15"S)
- SEWER FORCE MAIN (FM)
- 4" WATER MAIN (4"W)
- 6" WATER MAIN (6"W)
- 8" WATER MAIN (8"W)
- 10" WATER MAIN (10"W)
- 12" WATER MAIN (12"W)
- FIRE LINE (F)
- DRAINAGE LINE
- CONTOUR LINE (10)
- SS-2 CURB INLET
- SS-2 (10') CURB INLET
- SS-2 (15') CURB INLET
- DRAIN MANHOLE (D)
- DRAIN INLET
- NYLOPLAST INLET
- FLARED END SECTION
- PROPOSED GRADE (13.66)
- SEWER MANHOLE (S)
- SEWER CLEANOUT (CO)
- FIRE HYDRANT
- WATER VALVE (W)
- WATER METER (W)
- REDUCER
- INLET PROTECTION

THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC.,(BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA, SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.

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CELEBRATING 50 YEARS

SEAL
DAVE B. ALEXANDER
REGISTERED PROFESSIONAL ENGINEER
14208
MISSISSIPPI
7/3/19

REV	DATE	BY

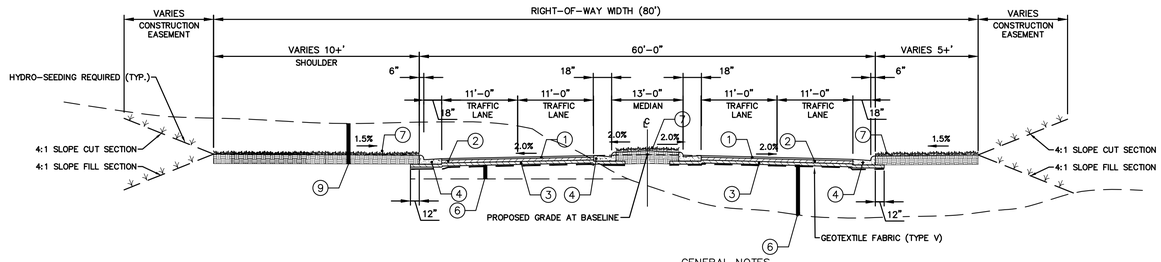
PUBLIC INFRASTRUCTURE IMPROVEMENTS FOR CARMAX DEVELOPMENT
GULFPORT, MISSISSIPPI

GENERAL NOTES & LEGENDS

CAD	NLG
ENG	BJS
DATE	2-06-2019
SCALE	N/A
BMA#	3509
FILE	\3509\3509-SITE

SHEET C-002

THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC.,(BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA, SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.



1. 2" HOT MIX ASPHALT, ST, 9.5mm, HMA, REQ'D. (2 LIFTS)
2. 3" BASE COURSE, ST, 12.5 mm, HMA, (2 LIFTS) REQ'D.
3. 8" CRUSHED LIMESTONE BASE
4. CURB & GUTTER
5. (INTENTIONALLY LEFT BLANK)
6. BORROW MATERIAL (SEE SPECS) REQ'D. (MIN. 24" BELOW ROADWAY)
7. SOLID SOD (1" BELOW TOP OF CURB)
8. INTENTIONALLY LEFT BLANK
9. UNCLASSIFIED EXCAVATION

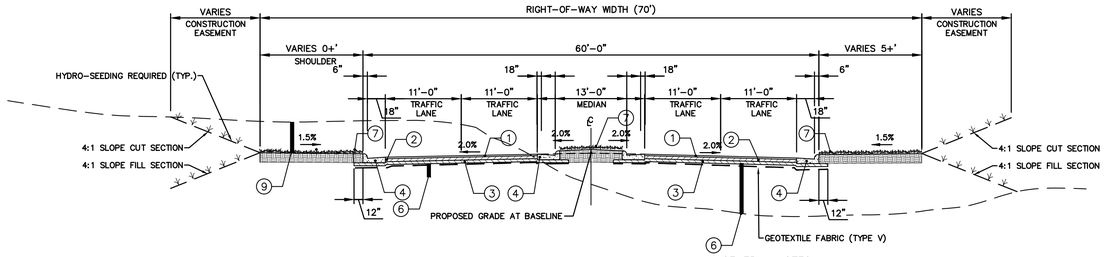
GENERAL NOTES

EROSION MEASURES TO BE APPLIED ON INDICATED AREA ↓↓↓ AS PER SEASONAL LIMITATIONS AND AREAS DISTURBED BY CONSTRUCTION.

BEFORE FINAL ACCEPTANCE, ENTIRE RIGHT-OF-WAY SHALL BE MOWED BY THE CONTRACTOR IF REQUIRED BY THE ENGINEER AT NO COST TO THE PROJECT.

4-LANE (80' WIDE ROW) TYPICAL SECTION
STA. 10+00 TO STA. 14+00 (TRANSITION 14+00- 14+55)

N.T.S.



1. 2" HOT MIX ASPHALT, ST, 9.5mm, HMA, REQ'D. (2 LIFTS)
2. 3" BASE COURSE, ST, 12.5 mm, HMA, (2 LIFTS) REQ'D.
3. 8" CRUSHED LIMESTONE BASE
4. CURB & GUTTER
5. (INTENTIONALLY LEFT BLANK)
6. BORROW MATERIAL (SEE SPECS) REQ'D. (MIN. 24" BELOW ROADWAY)
7. SOLID SOD (1" BELOW TOP OF CURB)
8. INTENTIONALLY LEFT BLANK
9. UNCLASSIFIED EXCAVATION

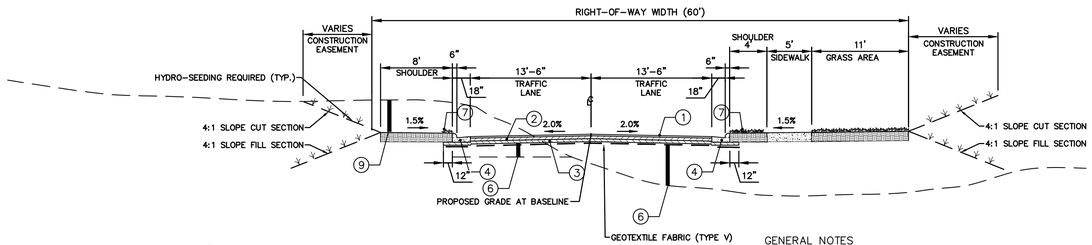
GENERAL NOTES

EROSION MEASURES TO BE APPLIED ON INDICATED AREA ↓↓↓ AS PER SEASONAL LIMITATIONS AND AREAS DISTURBED BY CONSTRUCTION.

BEFORE FINAL ACCEPTANCE, ENTIRE RIGHT-OF-WAY SHALL BE MOWED BY THE CONTRACTOR IF REQUIRED BY THE ENGINEER AT NO COST TO THE PROJECT.

4-LANE (70' WIDE ROW) TYPICAL SECTION
(TRANSITION FROM 14+00 TO 14+55) STA. 14+55 TO STA. 18+00

N.T.S.



1. 2" HOT MIX ASPHALT, ST, 9.5mm, HMA, REQ'D. (2 LIFTS)
2. 3" BASE COURSE, ST, 12.5 mm, HMA, (2 LIFTS) REQ'D.
3. 8" CRUSHED LIMESTONE BASE
4. CURB & GUTTER
5. HEADER CURB
6. BORROW MATERIAL (SEE SPECS) REQ'D. (MIN. 24" BELOW ROADWAY)
7. SOLID SOD (1" BELOW TOP OF CURB)
8. CONCRETE SIDEWALK (4" THICK)
9. UNCLASSIFIED EXCAVATION

GENERAL NOTES

EROSION MEASURES TO BE APPLIED ON INDICATED AREA ↓↓↓ AS PER SEASONAL LIMITATIONS AND AREAS DISTURBED BY CONSTRUCTION.

BEFORE FINAL ACCEPTANCE, ENTIRE RIGHT-OF-WAY SHALL BE MOWED BY THE CONTRACTOR IF REQUIRED BY THE ENGINEER AT NO COST TO THE PROJECT.

2-LANE TYPICAL SECTION
N.T.S.

BROWN, MITCHELL & ALEXANDER, INC.
CONFORMED TO CONSTRUCTION RECORDS
By: _____ Date: 11/15/19

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SEAL
OAK B. ALEXANDER REGISTERED PROFESSIONAL ENGINEER 14208 MISSISSIPPI 9/13/19

REV	DATE	BY

PUBLIC INFRASTRUCTURE IMPROVEMENTS FOR CARMAX DEVELOPMENT
GULFPORT, MISSISSIPPI

TYPICAL SECTIONS

CAD	NLG
ENG	BJS
DATE	2-06-2019
SCALE	N/A
BMA#	3509
FILE	\3509\3509-SITE

SHEET
C-003

THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC.,(BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA, SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.

BM	DESCRIPTION
ELEV. 23.34	TOP OF DRAINAGE MANHOLE IN HELEN RICHARDS EXTENSION AT MCDONALD'S EAST ACCESS ROAD N-344521.12 E-921736.93

BM	DESCRIPTION
ELEV. 25.72	TOP OF SEWER MANHOLE NORTH OF DEDEAUX ROAD AT NEW SEWER LINE CONNECTION N-345464.25 E-921000.19

NORTH

SCALE: 1"=60'

LEGEND

- WOODED AREA TO BE CLEARED & GRUBBED
- EXISTING WETLANDS (NOT TO BE DISTURBED)
- EXISTING WETLANDS (TO BE FILLED) PERMIT NO. SAM-2007-114-PN

NOTE:

CONTRACTOR MUST INSTALL EROSION CONTROL PRIOR TO COMMENCING WORK

DEDEAUX ROAD

ROAD EXPANSION

INV=21.21

INV=24.86

INV=21.36

INV=25.03

15" HDPE

10"S

8"S

12" W

CONTRACTOR SHALL SUBMIT TRAFFIC CONTROL PLAN FOR ENGINEER REVIEW AND APPROVAL PRIOR TO SCHEDULING WORK

OPEN CUT AND REPLACE PAVEMENT AS REQ'D. FOR SEWER MAIN INSTALLATION

REMOVE CONCRETE AS REQ'D.

CLEARING AS REQ'D.

EXIST. SMH TOP=24.54 INV.E=15.14 INV.NW=14.95

EXIST. SMH TOP=25.18 INV.ESE=19.03 INV.SE=15.31 INV.W=15.24

NOW OR FORMERLY GULF SOUTH PIPELINE COMPANY LP 1008M-04-004.000

NOW OR FORMERLY GULFPORT, CITY OF 0908P-01-001.001

NOW OR FORMERLY DDR GULFPORT PROMENADE LLC 1008M-04-003.002

NOW OR FORMERLY DDR GULFPORT PROMENADE LLC 1008M-04-006.000

NOW OR FORMERLY STOCK LLC 1008M-04-003.001

NOW OR FORMERLY STOCK LLC 1008M-04-002.000

NOW OR FORMERLY SMITH D C 0908P-01-001.000

15' UTILITY EASEMENT

8"G

16"G

8"G PROPERTY TO UNITED GAS PIPE LINE COMPANY 16"G

8"G

16"G

MISSISSIPPI POWER COMPANY EASEMENT (BOOK 395, PAGES 410) (400 ± R.O.W.) WIDTH AT RIGHT ANGLES

EAST R.O.W. OF M.P.C. EASEMENT

100' UTILITY EASEMENT

10' UTILITY EASEMENT

EXIST. 8" WATER

CONCRETE PILE

CONCRETE PILE

APPROXIMATE LIMITS OF WORK

15' UTILITY EASEMENT

APPROXIMATE LIMITS OF WORK

REMOVE TREES

MILL EXISTING PAVEMENT AS REQ'D.

REMOVE EXISTING APRON AND POUR TO NEW GRATE INLET AS REQ'D.

REMOVE EXISTING CURB & PAVEMENT AS REQ'D.

OPEN CUT AND REPLACE PAVEMENT AND CURB AS REQ'D. FOR WATER AND STORM INSTALLATION

NOW OR FORMERLY MCDONALD'S REAL ESTATE COMPANY 1008M-04-006.001

NOW OR FORMERLY MS INTERSTATE PROPERTIES LLC 1008M-04-003.000

18" RCP

INV=16.38

INV=13.75

INV=14.47

BROWN, MITCHELL & ALEXANDER, INC.
CONFORMED TO CONSTRUCTION RECORDS
By: _____ Date: 11/15/19

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SEAL
DAX B. ALEXANDER REGISTERED PROFESSIONAL ENGINEER 14208 MISSISSIPPI
11/15/19

REV	DATE	BY

PUBLIC INFRASTRUCTURE IMPROVEMENTS FOR CARMAX DEVELOPMENT

GULFPORT, MISSISSIPPI

EXISTING CONDITIONS/DEMO

CAD	NLG
ENG	BJS
DATE	2-06-2019
SCALE	1" = 60'
BMA#	3509
FILE	\3509\3509-SITE

SHEET C-101

THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC.(BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA, SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.

BM	DESCRIPTION
ELEV. 23.34	TOP OF DRAINAGE MANHOLE IN HELEN RICHARDS EXTENSION AT MCDONALD'S EAST ACCESS ROAD N-344521.12 E-921736.93

BM	DESCRIPTION
ELEV. 25.72	TOP OF SEWER MANHOLE NORTH OF DEDEAUX ROAD AT NEW SEWER LINE CONNECTION N-345464.25 E-921000.19

NORTH

SCALE: 1"=60'

BROWN, MITCHELL & ALEXANDER, INC.
CONFORMED TO CONSTRUCTION RECORDS
By: _____ Date: 11/15/19

DEDEAUX ROAD
SEWER DIVERSION
BEGIN OFF-SITE SEWER
EXISTING DEDEAUX ROAD ROW
DEDEAUX ROAD WIDENING ROW
INV=21.21
INV=21.36
INV=24.86
INV=25.03
15" HDPE
EXIST. SMH TOP=24.54 INV.E=15.14 INV.NW=14.95
EXIST. SMH TOP=25.18 INV.ESE=19.03 INV.SE=15.31 INV.W=15.24
NOW OR FORMERLY GULF SOUTH PIPELINE COMPANY LP 1008M-04-004.000
NOW OR FORMERLY GULFPORT, CITY OF 0908P-01-001.001
NOW OR FORMERLY DDR GULFPORT PROMENADE LLC 1008M-04-003.002
NOW OR FORMERLY DDR GULFPORT PROMENADE LLC 1008M-04-006.000
NOW OR FORMERLY STOCK LLC 1008M-04-002.000
NOW OR FORMERLY STOCK LLC 1008M-04-003.001
NOW OR FORMERLY SMITH D C 0908P-01-001.000
EAST R.O.W. OF M.P.C. EASEMENT
100' ROW
10' UTILITY EASEMENT
15' DRAINAGE EASEMENT
HIGHWAY 605
EXIST. 8" WATER
BEGIN CARMAX ACCESS RD. STA.=19+50.00 N=344606.31 E=921078.40
INTERSECTION STA.10+00.00 = STA. 20+00 NORTHING=344556.36 EASTING=921078.31
STA. 20+31.57 = STA. 4+07 (DRAINAGE OUTFALL)
E.O.P. STATION=24+12.81 NORTHING=344143.56
E.O.P. STATION=13+23.77 NORTHING=344505.29 EASTING=921401.98 COORDINATE WITH CHAMPION DODGE
BEGIN EXISTING ROAD DEMO STATION=15+75.00 NORTHING=344557.35 EASTING=921653.31
BEGIN MILLING STATION=16+35.05 NORTHING=344557.27 EASTING=921703.36
E.O.P. STATION=18+00.00 NORTHING=344556.96 EASTING=921878.30
END MILLING STATION=17+69.43 NORTHING=344557.01 EASTING=921847.73
REPOUR CONCRETE APRON TO MATCH SLOPE OF GRATE (TYP.)
APPROXIMATE LOCATION OF POWER SERVICE POINT AND METER. ACTUAL LOCATION TO BE FIELD VERIFIED BETWEEN MISSISSIPPI POWER COMPANY AND CITY OF GULFPORT
NOW OR FORMERLY MCDONALD'S REAL ESTATE COMPANY 1008M-04-006.001
NOW OR FORMERLY MS INTERSTATE PROPERTIES LLC 1008M-04-003.000
CHAMPION DODGE (BY OTHERS)
18" RCP
INV=18.38
C-201
C-202
C-203
C-204
C-205
C-206
C-207

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SEAL
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14208
MISSISSIPPI
11/13/19

REV	DATE	BY

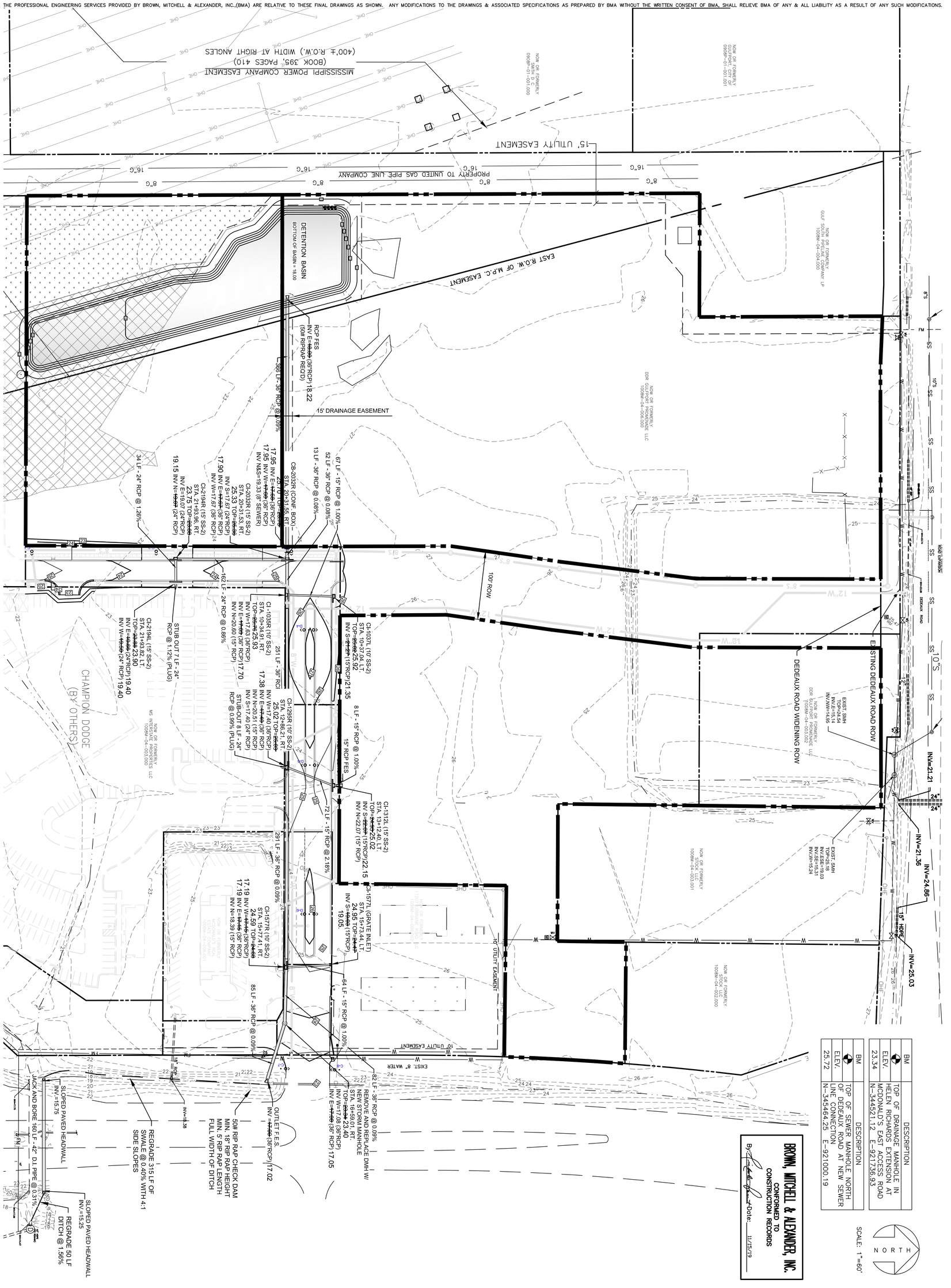
PUBLIC INFRASTRUCTURE IMPROVEMENTS FOR CARMAX DEVELOPMENT
GULFPORT, MISSISSIPPI

SHEET LAYOUT PLAN

CAD	NLG
ENG	BJS
DATE	2-06-2019
SCALE	1"=60'
BMA#	3509
FILE	\3509\3509-SITE

SHEET
C-121

THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC.,(BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA, SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.



BM	DESCRIPTION
ELEV.	TOP OF DRAINAGE MANHOLE IN HELEN RICHARDS EXTENSION AT MCDONALD'S EAST ACCESS ROAD
23.34	N=344521.12 E=921736.93

BM	DESCRIPTION
ELEV.	TOP OF SEWER MANHOLE NORTH OF DEDEAUX ROAD AT NEW SEWER LINE CONNECTION
25.72	N=345464.25 E=921000.19

BROWN, MITCHELL & ALEXANDER, INC.
CONFORMED TO CONSTRUCTION RECORDS
By: _____ Date: 11/25/19

SCALE: 1"=60'

NORTH

1"=10' 1"=20' 1"=30' 1"=40' 1"=50' 1"=60' 1"=100'

SHEET C-131

CAD BLS
ENG BLS
DATE 2-06-2019
SCALE 1"=60'
BMA# 3509
FILE \3509\3509-SITE

PUBLIC INFRASTRUCTURE IMPROVEMENTS FOR CARMAX DEVELOPMENT

GULFPORT, MISSISSIPPI

GRADING/DRAINAGE PLAN

REV DATE BY

SEAL: DAVID B. ALEXANDER, REGISTERED PROFESSIONAL ENGINEER, 14508, MISSISSIPPI, 11/25/19

BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS
www.bmaengineers.com

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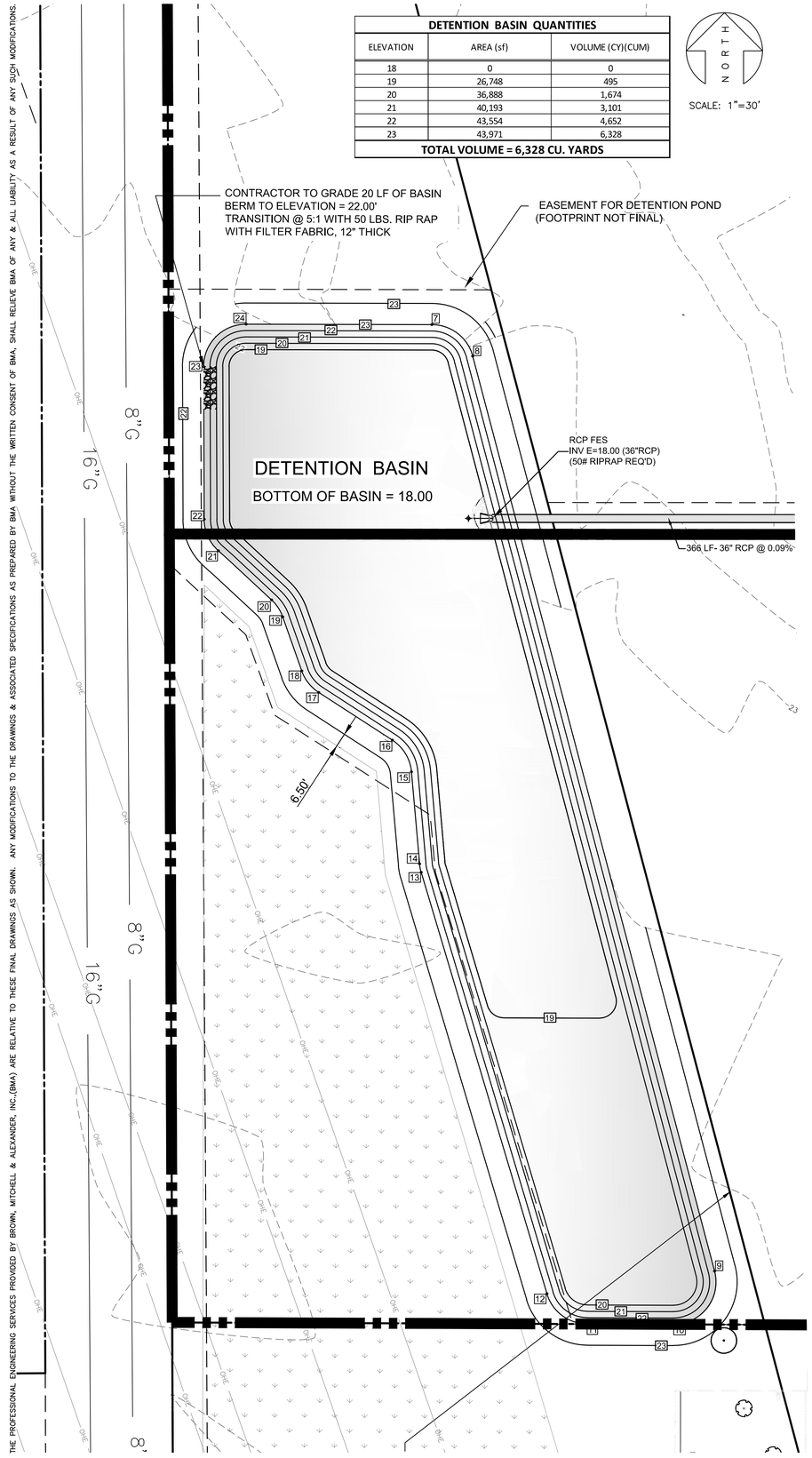
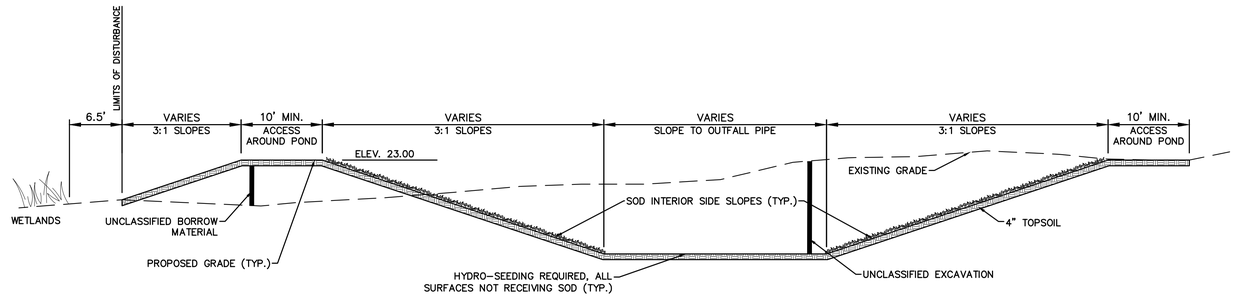
DETENTION BASIN QUANTITIES		
ELEVATION	AREA (sf)	VOLUME (CY)(CUM)
18	0	0
19	26,748	495
20	36,888	1,674
21	40,193	3,101
22	43,554	4,652
23	43,971	6,328
TOTAL VOLUME = 6,328 CU. YARDS		

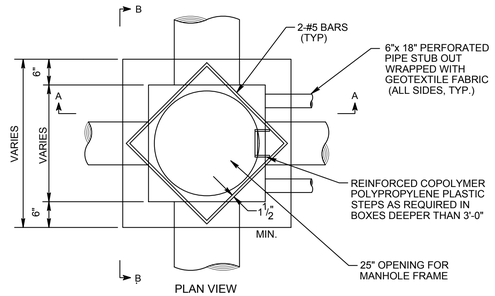
SCALE: 1"=30'





DETENTION POND TYPICAL SECTION

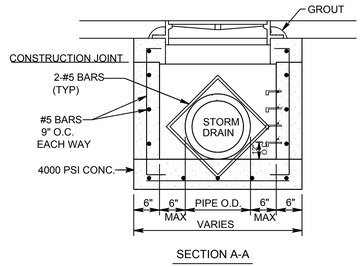
N.T.S.



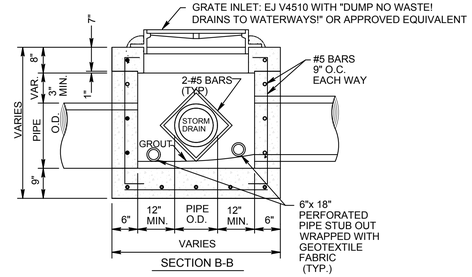
PLAN VIEW
DRAINAGE STRUCTURE

NOTE:

PERFORATED PIPE SHALL BE STUBBED OUT OF DRAINAGE STRUCTURE WALLS FOR DRAIN RELIEF OF STORM DRAIN BEDDING. PERFORATED PIPE SHALL BE 6" DIA. x 18" LONG SDR-26 PIPE AND SHALL BE INSTALLED 3" ABOVE INVERT OF LOWEST PIPE AS SHOWN ON THE DETAIL. PERFORATED PIPE SHALL BE INSTALLED ON BOTH SIDES OF EACH PIPE OR ANY SIDE OF BOX THAT PROVIDES MIN. CLEARANCE AS SHOWN ON THE DETAIL OR AS DIRECTED BY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE. PERFORATED PIPE SHALL BE WRAPPED WITH GEOTEXTILE FABRIC THE ENTIRE LENGTH OF THE STUB-OUT. THE FABRIC SHALL BE INSTALLED IN SUCH A MANNER THAT SILT IS PREVENTED FROM ENTERING THE OPEN END OF THE STUB-OUT AS WELL AS THE PERFORATIONS. THIS SHALL APPLY TO ALL DRAINAGE STRUCTURES.



SECTION A-A



SECTION B-B

JUNCTION BOX/LARGE GRATE CATCH BASIN

SCALE: N.T.S.

BROWN, MITCHELL & ALEXANDER, INC.
CONFORMED TO CONSTRUCTION RECORDS
By: _____ Date: 11/15/19

DETENTION POND LAYOUT TABLE		
Point #	Northing	Easting
7	344616.58	920654.42
8	344601.69	920673.71
9	344169.87	920787.84
10	344144.76	920768.42
11	344144.91	920727.84
12	344159.19	920708.76

DETENTION POND LAYOUT TABLE		
Point #	Northing	Easting
13	344358.12	920649.39
14	344362.09	920648.64
15	344405.48	920644.82
16	344420.50	920635.77
17	344443.02	920601.04
18	344453.14	920593.06

DETENTION POND LAYOUT TABLE		
Point #	Northing	Easting
19	344478.67	920584.04
20	344486.64	920578.81
21	344509.84	920553.70
22	344524.70	920547.00
23	344596.71	920546.73
24	344616.79	920566.78

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

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

3103 Pascagoula Street,
Pascagoula, MS 39567
(228)864-7612

CELEBRATING 50 YEARS
bma BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS
www.bmaengineers.com

SEAL
DAVID B. ALEXANDER REGISTERED PROFESSIONAL ENGINEER 14208 MISSISSIPPI
11/13/19

REV	DATE	BY

PUBLIC INFRASTRUCTURE IMPROVEMENTS FOR CARMAX DEVELOPMENT
GULFPORT, MISSISSIPPI

DETENTION BASIN LAYOUT

CAD	NLG
ENG	BJS
DATE	2-06-2019
SCALE	1"=60'
BMA#	3509
FILE	\3509\3509-SITE

SHEET
C-132

THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC.(BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA, SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.

DEDEAUX ROAD

EXISTING DEDEAUX ROAD ROW

DEDEAUX ROAD WIDENING ROW

GRASSING REQUIRED IN ALL DISTURBED AREAS

NOW OR FORMERLY
GULF SOUTH PIPELINE COMPANY LP
1008M-04-004.000

NOW OR FORMERLY
GULFPORT, CITY OF
0908P-01-001.001

NOW OR FORMERLY
SMITH D C
0908P-01-001.000

NOW OR FORMERLY
DDR GULFPORT PROMENADE LLC
1008M-04-006.000

NOW OR FORMERLY
DDR GULFPORT PROMENADE LLC
1008M-04-003.002

NOW OR FORMERLY
STOCK LLC
1008M-04-003.001

NOW OR FORMERLY
STOCK LLC
1008M-04-002.000

NOW OR FORMERLY
MCDONALD'S REAL
ESTATE COMPANY
1008M-04-006.001

NOW OR FORMERLY
MS INTERSTATE PROPERTIES LLC
1008M-04-003.000

CHAMPION DODGE
(BY OTHERS)

100' ROW

10' UTILITY EASEMENT

EXIST. 8" WATER

HIGHWAY 605

15' DRAINAGE EASEMENT

DETENTION
BASIN

TEMPORARY CONSTRUCTION ENTRANCE

TYPICAL INLET PROTECTION

TYPICAL INLET PROTECTION

TYPICAL INLET PROTECTION

STRAW WATTLES (50' O.C.)

GRASSING REQUIRED IN ALL DISTURBED AREAS

DOUBLE SILT FENCE AROUND WETLANDS (5' OFFSET)

AREA TO
RECEIVE SOD

INV=21.21
INV=24.86
INV=21.36
INV=25.03
15" HDPE
OHE

NORTH

SCALE: 1"=60'

EROSION CONTROL LEGEND

- SILT FENCE
- STRAW WATTLE
- INLET PROTECTION
- TEMPORARY CONSTRUCTION ENTRANCE
- AREAS TO BE GRASSED (HYDRO-SEED)
- AREAS TO RECEIVE SOD

BROWN, MITCHELL & ALEXANDER, INC.
CONFORMED TO CONSTRUCTION RECORDS
By: _____ Date: 11/15/19

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

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

3103 Pascagoula Street.
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CELEBRATING 50 YEARS

SEAL
OAK B. ALEXANDER
REGISTERED PROFESSIONAL ENGINEER
14208
MISSISSIPPI
11/13/19

REV	DATE	BY

PUBLIC INFRASTRUCTURE IMPROVEMENTS
FOR CARMAX DEVELOPMENT
GULFPORT, MISSISSIPPI

EROSION CONTROL PLAN

CAD	NLG
ENG	BJS
DATE	2-06-2019
SCALE	1"=60'
BMA#	3509
FILE	\3509\3509-SITE

SHEET
C-141

THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC.(BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA, SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.

DEDEAUX ROAD

EXISTING SMH#15054
TOP=25.72
INV E=14.11 (8" PVC)
INV W=14.00 (8" PVC)
NEW INV.S=14.11 (8" PVC)
CONNECT 8" PVC SEWER TO EXIST. SMH
14.00 NEW INV S=~~14.11~~

65 LF - 8" SDR 26 PVC @ 0.34%

10"S
N=345421.3415
E=921110.6724
COORDINATE CONNECTION
WITH CITY OF GULFPORT
12" TAPPING SLEEVE
AND VALVE REQ'D

EXISTING DEDEAUX ROAD ROW

SMH DR-2
N=345395.[illegible]
E=921100.[illegible]
TOP=~~26.47~~ 25.88
INV S=~~14.67~~ (8" PVC) 14.58
INV W=~~14.67~~ (8" PVC) 14.58

SMH-DR-1
N=345399.35
E=920999.70
25.14 TOP=~~25.59~~
INV E=14.33 (8" PVC)
14.14 INV N=~~14.39~~ (8" PVC)

101 LF - 8" SDR 26 PVC @ 0.34%

EXIST. SMH
TOP=24.54
INV.E=15.14
INV.NW=14.95

EXIST. SMH
TOP=25.18
INV.ESE=19.03
INV.SE=15.31
INV.W=15.24

N=345249.0140
E=921110.3514
12" 45° BEND
DEDEAUX ROAD WIDENING ROW

280 LF - 8" SDR 26 PVC @ 0.34%

N=345179.8648
E=921179.6587
12" 45° BEND
12" VALVE

SMH OS-3
N=345119.81
E=921099.51
26.00 TOP=~~26.11~~
INV S=15.62 (8" PVC)
15.50 INV N=~~15.62~~ (8" PVC)

N=345114.7478
E=921179.4987
12" 11.25° BEND

200 LF - 8" SDR 26 PVC @ 0.34%

SMH OS-4
N=344921.34
E=921074.80
26.88 TOP=~~27.00~~
INV S=16.30 (8" PVC)
16.18 INV N=~~16.30~~ (8" PVC)

160 LF - 8" SDR 26 PVC @ 0.34%

SMH OS-5
N=344762.68
E=921052.13
28.15 TOP=~~28.25~~
INV S=16.84 (8" PVC)
16.65 INV N=~~16.84~~ (8" PVC)

N=344757.3734
E=921132.1832
12" 11.25° BEND

NOW OR FORMERLY
GULF SOUTH PIPELINE COMPANY LP
1008M-04-004.000

NOW OR FORMERLY
GULFPORT, CITY OF
0908P-01-001.001

NOW OR FORMERLY
DDR GULFPORT PROMENADE LLC
1008M-04-003.002

NOW OR FORMERLY
DDR GULFPORT PROMENADE LLC
1008M-04-006.000

NOW OR FORMERLY
STOCK LLC
1008M-04-002.000

NOW OR FORMERLY
STOCK LLC
1008M-04-003.001

NOW OR FORMERLY
SMITH D C
0908P-01-001.000

EAST R.O.W. OF M.P.C. EASEMENT

100' ROW

15' DRAINAGE EASEMENT

10' UTILITY EASEMENT

EXIST. 8" WATER

HIGHWAY 605

SMH HR-6
N=344596.41
E=921049.11
TOP=26.00
INV S=19.05 (8" PVC)
17.35 INV E=~~17.44~~ (8" PVC)
17.35 INV N=~~17.44~~ (8" PVC)

466 LF - 8" SDR 26 PVC @ 0.34%

SMH HR-9
N=344595.48
E=921288.35
26.00 TOP=~~25.70~~
18.00 INV E=~~18.22~~ (8" PVC)
INV W=18.22 (8" PVC)

N=344604.7127
E=921062.6745
12" VALVE
12" PLUG

239 LF - 8" SDR 26 PVC @ 0.34%

SMH HR-10
N=344594.55
E=921528.55
26.30 TOP=~~25.90~~
18.90 INV W=~~19.04~~ (8" PVC)
INV SE=20.16 (6" PVC)

6 LF - 6" SDR 26 PVC @ 1.00%

CO
INV W=19.10 (6" PVC)

240 LF - 8" SDR 26 PVC @ 0.34%

82 LF - 6" SDR 26 PVC @ 1.00%

N=344529.0263
E=921104.0001
(2) 12" 45° BENDS

8" TEE
8" VALVE
12" REDUCER
12" MAIN TO NORTH

72 LF - 6" SDR 26 PVC @ 1.00%

CO.
INV NW=21.00 (6" PVC)

STA. 13+66
PROVIDE 2" SERVICE LINE
WITH 2" VALVE & CAP

N=344524.0872
E=921124.7715
FIRE HYDRANT ASSEMBLY

N=344515.0847
E=921098.9701
8" IN-LINE VALVE

C.O.
INV N=21.00 (6" PVC)

N=344522.8637
E=921469.1122
FIRE HYDRANT ASSEMBLY

N=344552.0131
E=921595.3123
COORDINATE IRRIGATION METER
WITH CITY OF GULFPORT
1½" IRRIGATION METER
SEE IRRIGATION PLAN FOR CONTINUATION

ADJUST WATER MAIN AS
NEEDED TO ALLOW NEW
STORM LINE (SEE SHEET C-503)

N=344531.1149
E=921788.0824
COORDINATE CONNECTION
WITH CITY OF GULFPORT
8" TAPPING SLEEVE
AND VALVE REQ'D

SMH CAR-7
N=344362.70
E=921048.39
24.24 TOP=~~24.38~~
INV S=19.98 (8" PVC)
19.50 INV N=~~19.98~~ (8" PVC)

234 LF - 8" SDR 26 PVC @ 0.40%

NOW OR FORMERLY
MS INTERSTATE PROPERTIES LLC
1008M-04-003.000

NOW OR FORMERLY
MCDONALD'S REAL
ESTATE COMPANY
1008M-04-006.001

2" WATER SERVICE
STA. 23+83
PROVIDE 6" SERVICE LINE
W/ STA. 23+90
PROVIDE 2" SERVICE LINE
WITH 2" VALVE & CAP

53 LF - 6" SDR 26 @ 1.00%

SMH CAR-8
COORDINATE SERVICE LINE EXTENSION
TO SOUTH WITH CARMAX AND TO EAST
WITH CHAMPION DODGE
N=344152.79
E=921047.93
26.10 TOP=~~26.00~~
20.77 INV E=~~20.92~~ (6" PVC)
INV N=20.82 (8" PVC)
20.77 INV S=~~20.92~~ (8" PVC)

8"x6" TEE

CO INV.=21.35

N=344147.53
E=921099.27
8" FIRE HYDRANT ASSEMBLY
8" VALVE AND CAP REQ'D
COORDINATE LINE EXTENSION TO CARMAX

MPION DODGE
Y OTHERS)

NORTH

SCALE: 1"=60'

BROWN, MITCHELL & ALEXANDER, INC.
CONFORMED TO CONSTRUCTION RECORDS
By: _____ Date: 11/15/19

401 Cowan Road.
Suite A
Gulfport, MS 39507
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796 Vieux Marche.
2nd Floor.
Biloxi, MS 39530
(228)436-7612

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REGISTERED PROFESSIONAL ENGINEER
14208
MISSISSIPPI
11/13/19

REV	DATE	BY

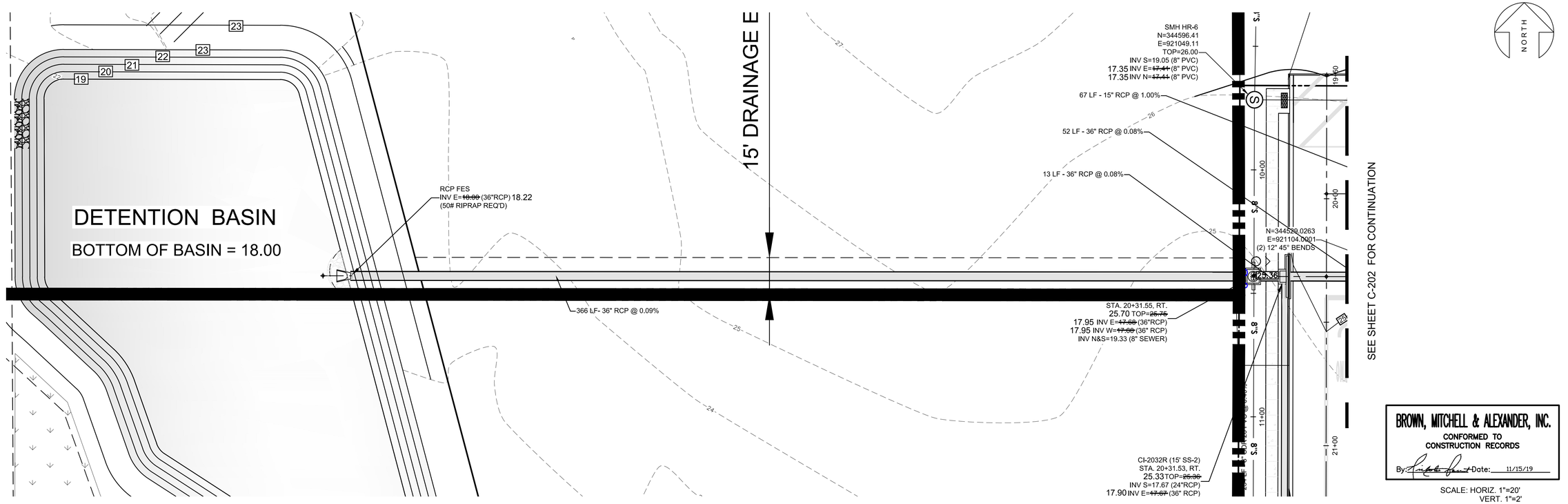
PUBLIC INFRASTRUCTURE IMPROVEMENTS
FOR CARMAX DEVELOPMENT
GULFPORT, MISSISSIPPI

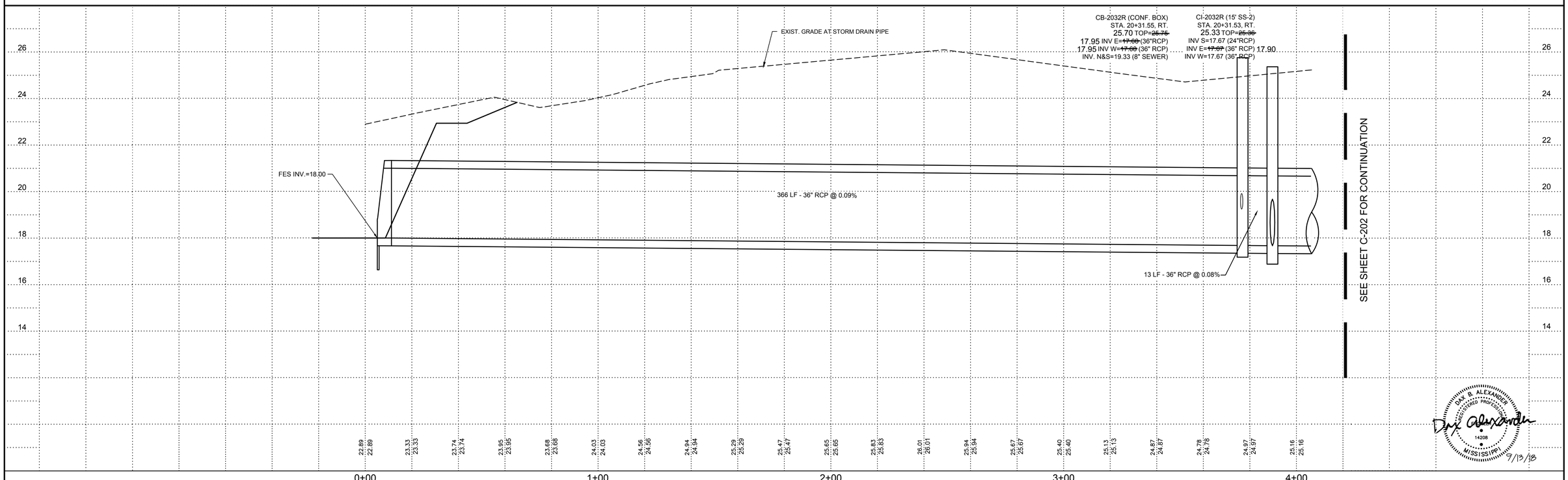
UTILITY PLAN

CAD	NLG
ENG	BJS
DATE	2-06-2019
SCALE	1"=60'
BMA#	3509
FILE	\3509\3509-SITE

SHEET
C-151

THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC.(BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA, SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.





DUANE B. ALEXANDER REGISTERED PROFESSIONAL ENGINEER 14208 MISSISSIPPI 9/13/18

BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS
GULFPORT • BILOXI • PASCAGOULA

DRAINAGE OUTFALL - PLAN & PROFILE STA. 0+00 TO STA. 4+07

SHEET C-201

THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC.,(BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA, SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.

SEE SHEET C-206 FOR CONTINUATION

N=344604.7127
E=921062.6745
12" VALVE
12" PLUG

SMH HR-6
N=344596.41
E=921049.11
TOP=26.00
INV S=19.05 (8" PVC)
17.35 INV E=~~17.44~~ (8" PVC)
17.35 INV N=~~17.44~~ (8" PVC)

BEGIN CARMAX ACCESS RD.
STA.=19+50.00
N=344606.37 E=921078.40

CI-1037L (10' SS-2)
STA. 10+37.04, LT.
TOP=~~25.82~~ 25.92
INV S=~~24.27~~ (15"RCP) 21.35

18.00 INV E=~~18.22~~ (8" PVC)
INV W=18.22 (8" PVC)

STA. 13+12.40, LT.
TOP=~~24.99~~ 25.02
INV S=~~22.07~~ (15"RCP) 22.15
INV N=22.07 (15" RCP)

GRADE/SHAPE THIS AREA TO
PROMOTE POSITIVE DRAINAGE
8 LF - 15" RCP @ 1.00%

15" RCP FES
INVERT=22.15

67 LF - 15" RCP @ 1.00%

52 LF - 36" RCP @ 0.08%

36" RCP @ 0.08%

240 LF - 8" SDR 26 PVC @ 0.34%

72 LF - 15" RCP @ 2.18%

N=344533.8997
E=921133.6282
8" TEE
8" VALVE
12" REDUCER
12" MAIN TO NORTH

72 LF - 6" SDR 26 PVC @ 1.00%

SLOTTED CURB

INTERSECTION
STA.10+00.00 = STA. 20+00
NORTHING=344556.36
EASTING=921078.31

N=344529.0263
E=921104.0001
(2) 12" 45° BENDS

STA. 20+31.55, RT.
25.70 TOP=~~25.75~~
17.95 INV E=~~17.99~~ (36"RCP)
17.95 INV W=~~17.99~~ (36" RCP)
INV N&S=19.33 (8" SEWER)

251 LF - 36" RCP @ 0.09%

STA. 13+66 ~~24.77~~ 24.60
PROVIDE 2" SERVICE LINE
WITH 2" VALVE & CAP

N=344524.0872
E=921124.7715
FIRE HYDRANT ASSEMBLY

CI-1295R (10' SS-2)
STA. 12+86.21, RT.
25.02 TOP=~~25.03~~
INV W=17.40 (36"RCP)
17.38 INV E=~~17.40~~ (36" RCP)
INV N=20.51 (15" RCP)
INV S=17.40 (24" RCP)

C.O.
INV N=21.00 (6" PVC)

CI -1035R (10' SS-2)
N=344511.0 STA. 10+34.91, RT.
E=921097.0 TOP=~~25.76~~ 25.93
8" IN-LINE INV W=17.63 (36"RCP)
INV E=~~17.63~~ (36" RCP) 17.70
INV N=20.60 (15" RCP)

E.O.P.
STATION=13+23.77
NORTHING=344505.29
EASTING=921401.98
COORDINATE WITH CHAMPION DODGE

N=344522.8637
E=921469.1122
FIRE HYDRANT ASSEMBLY

HELEN RICHARDS DRIVE

SEE SHEET C-201 FOR CONTINUATION

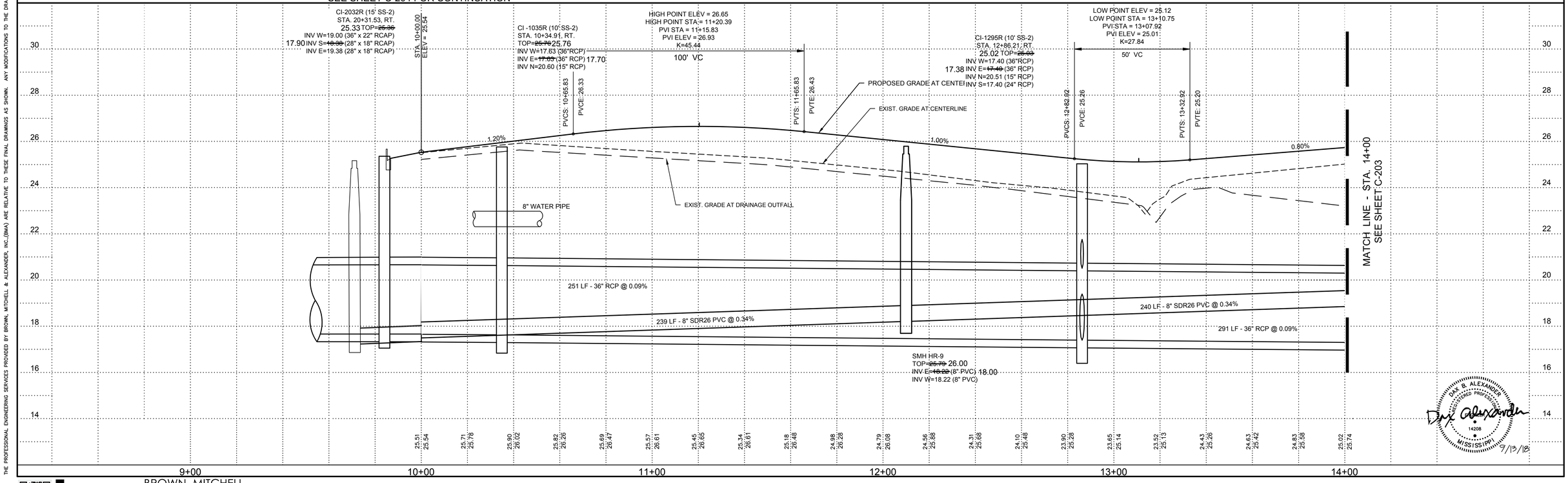
SEE SHEET C-204 FOR CONTINUATION

MATCH LINE - STA. 14+00
SEE SHEET C-203

NORTH

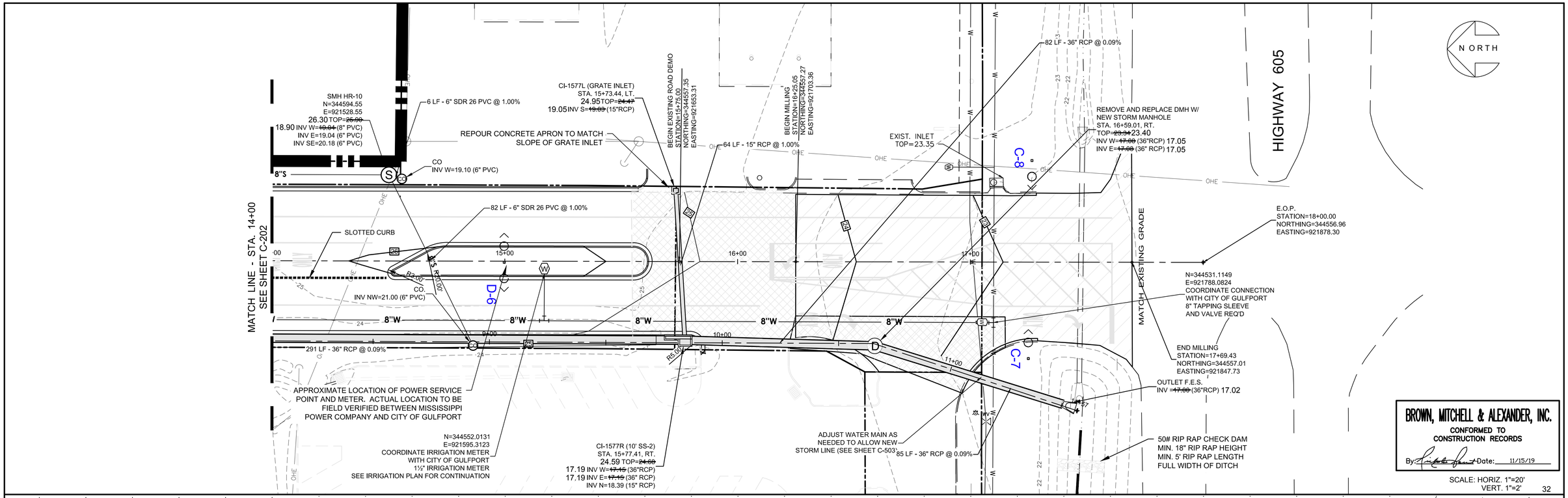
BROWN, MITCHELL & ALEXANDER, INC.
CONFORMED TO
CONSTRUCTION RECORDS
By: _____ Date: 11/15/19

SCALE: HORIZ. 1"=20'
VERT. 1"=2'



DAVE B. ALEXANDER
REGISTERED PROFESSIONAL ENGINEER
14208
MISSISSIPPI
9/13/18

THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC.,(BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA, SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.



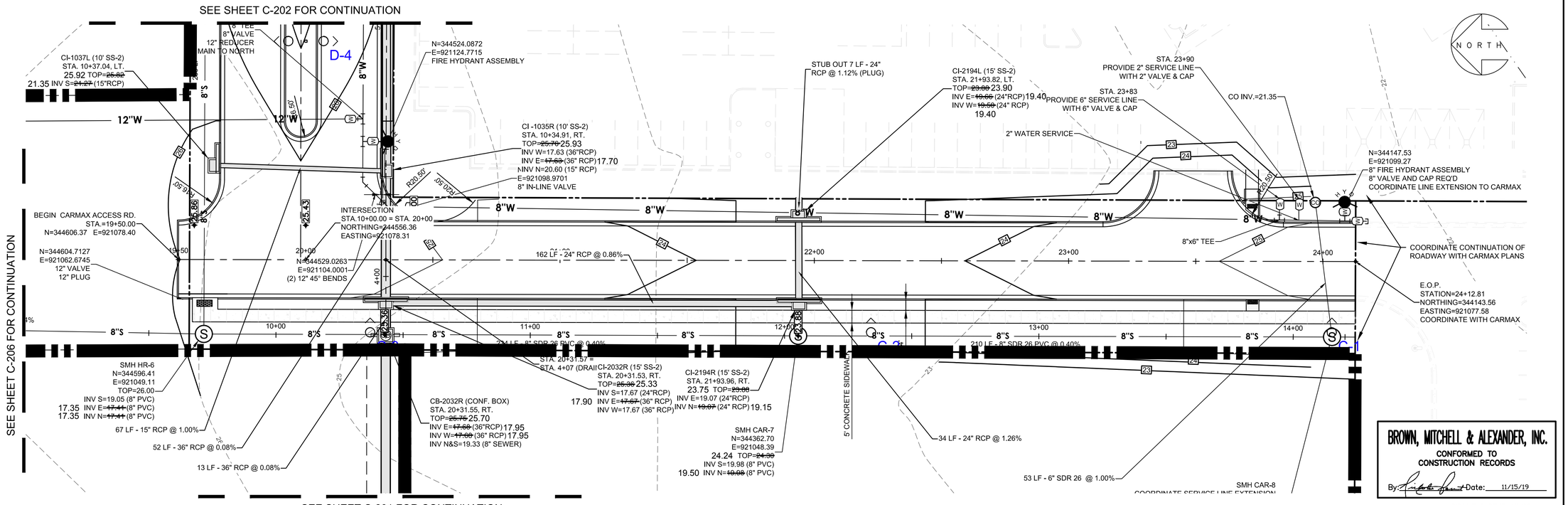
DAX S. ALEXANDER 14208 REGISTERED PROFESSIONAL ENGINEER MISSISSIPPI 9/13/18

BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS
GULFPORT • BILOXI • PASCAGOULA

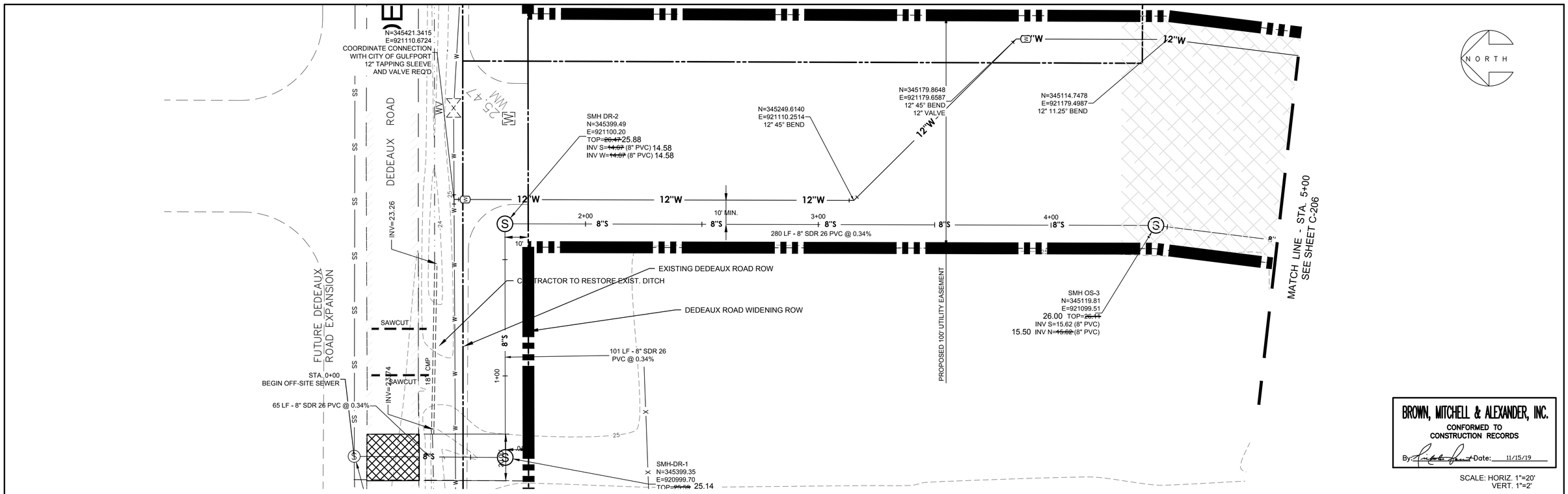
HELEN RICHARDS DRIVE - PLAN & PROFILE STA. 14+00 TO STA. 18+00

SHEET C-203

THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC.,(BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA, SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.

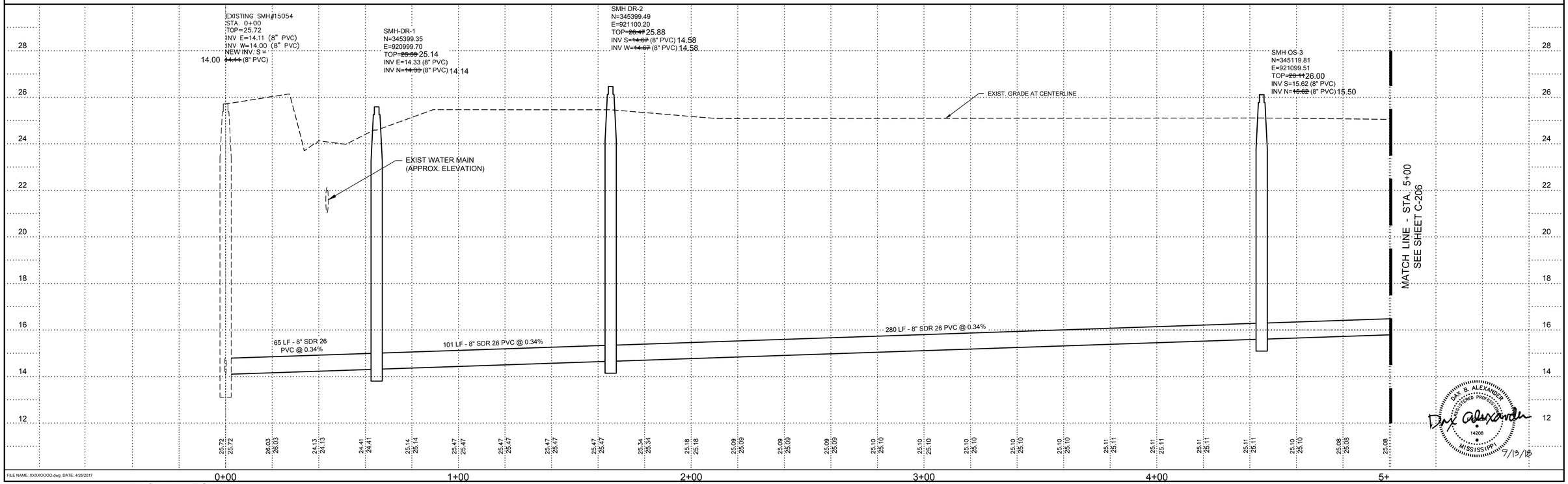


THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC.(BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA, SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.



BROWN, MITCHELL & ALEXANDER, INC.
CONFORMED TO CONSTRUCTION RECORDS
By: _____ Date: 11/15/19

SCALE: HORIZ. 1"=20'
VERT. 1"=2'



DAX E. ALEXANDER
REGISTERED PROFESSIONAL ENGINEER
14208
MISSISSIPPI
7/13/18

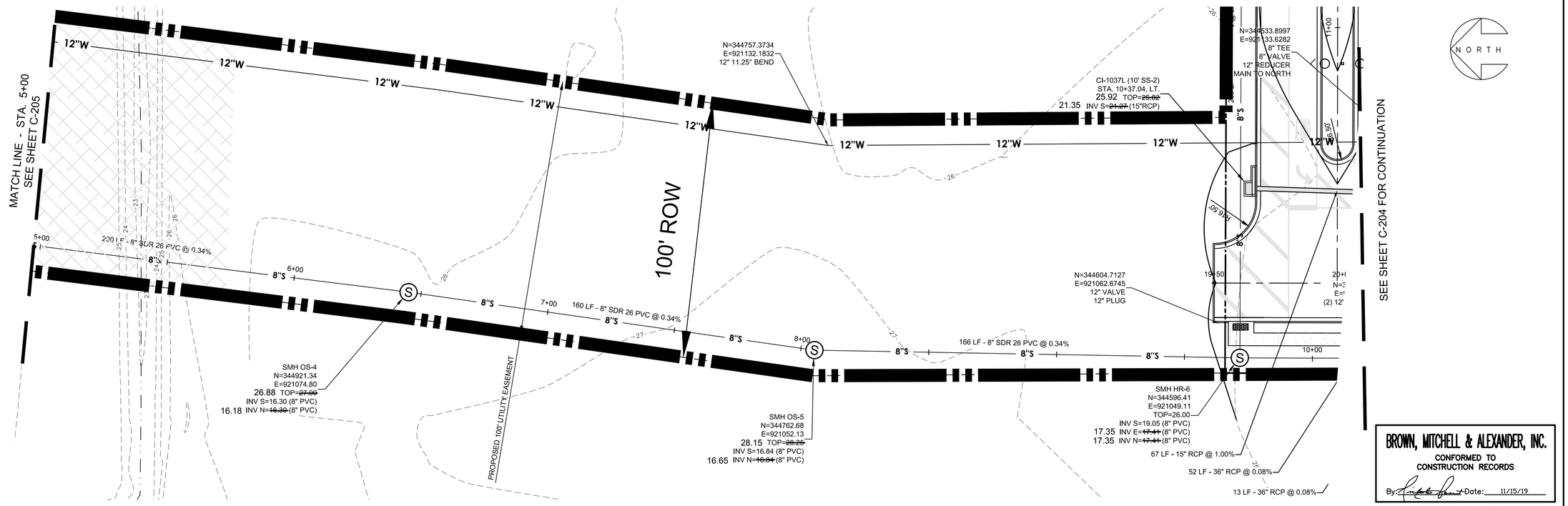
FILE NAME: XXXXOOOO.dwg DATE: 4/26/2017

BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS
GULFPORT • BILOXI • PASCAGOULA

OFF-SITE SEWER PLAN - PLAN & PROFILE STA. 0+00 TO STA. 5+00

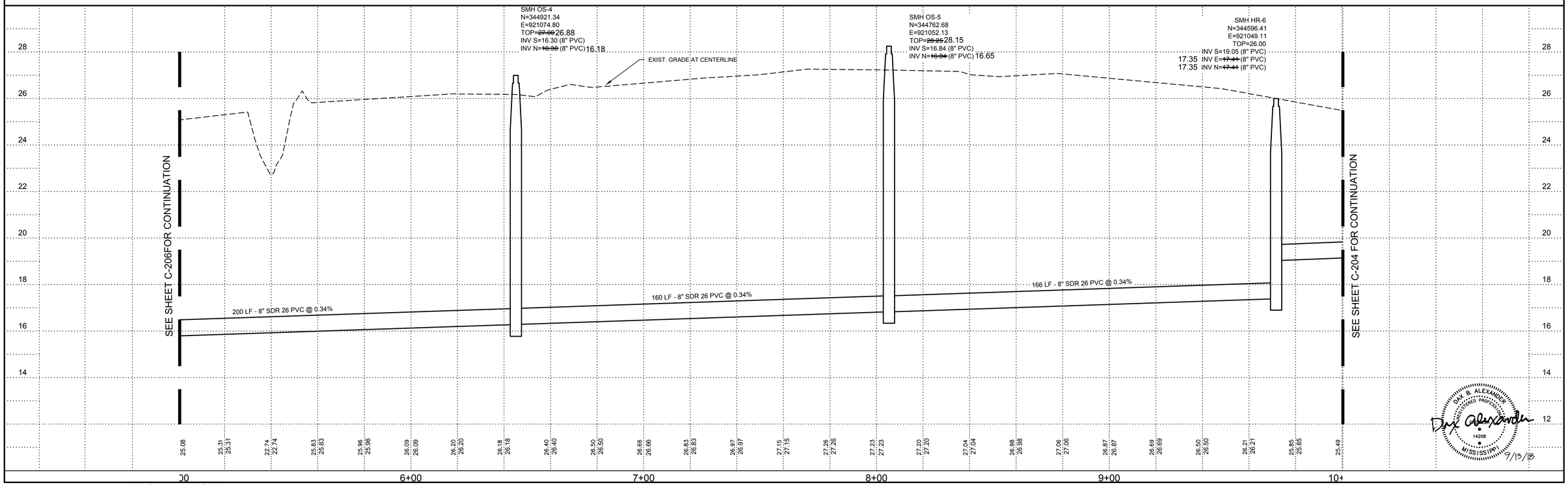
SHEET C-205

THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC.(BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA, SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.



BROWN, MITCHELL & ALEXANDER, INC.
CONFORMED TO CONSTRUCTION RECORDS
By: _____ Date: 11/15/19

SCALE: HORIZ. 1"=20'
VERT. 1"=2'



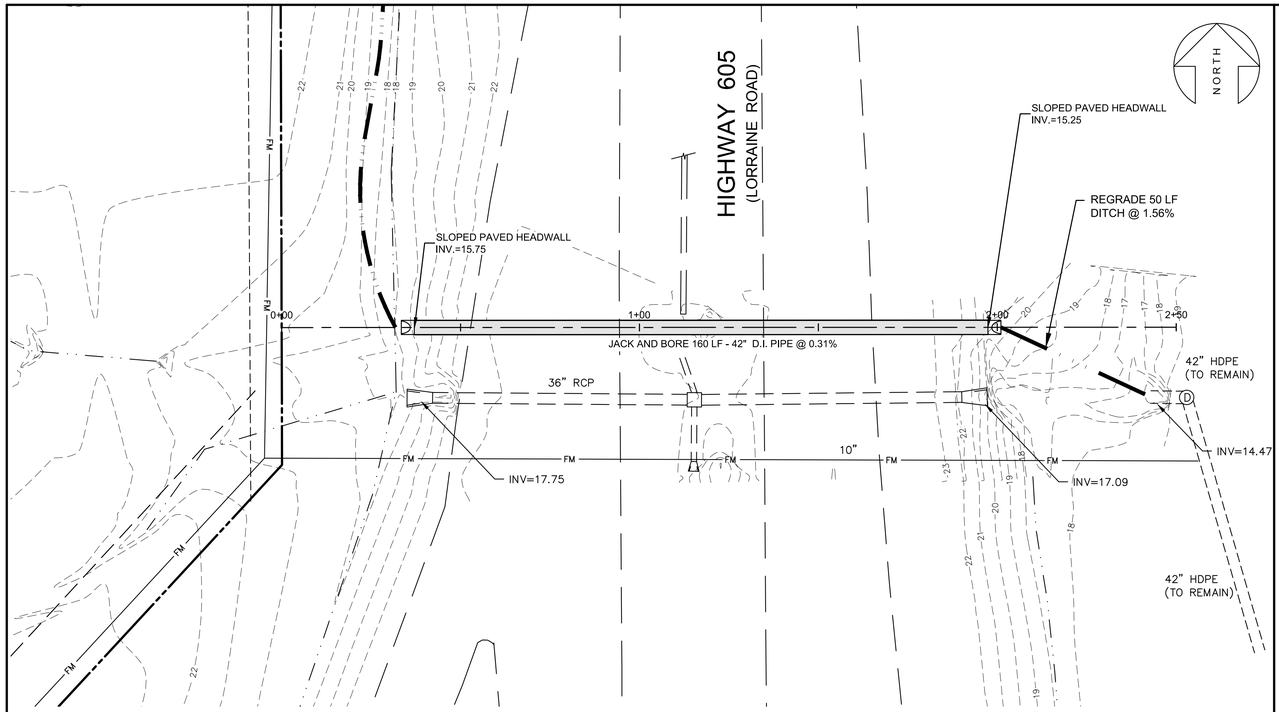
DAN B. ALEXANDER
REGISTERED PROFESSIONAL ENGINEER
14208
MISSISSIPPI
7/13/18

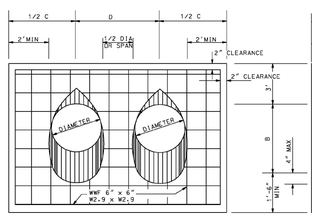
BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS
GULFPORT • BILOXI • PASCAGOULA

OFF-SITE SEWER PLAN - PLAN & PROFILE STA. 5+00 TO STA. 10+00

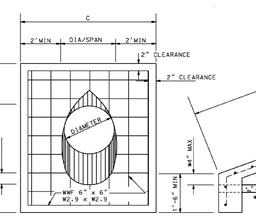
SHEET C-206

THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC.,(BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA, SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.

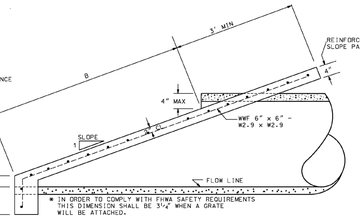




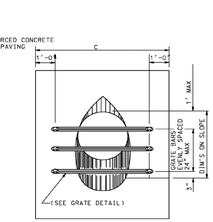
END ELEVATION DOUBLE BARREL



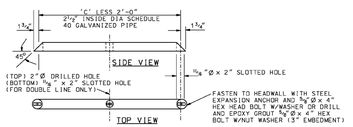
END ELEVATION SINGLE BARREL



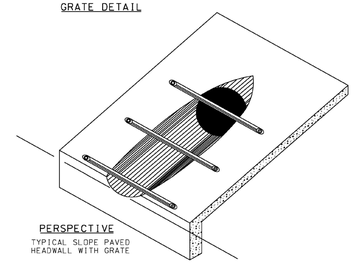
LONGITUDINAL SECTION



END ELEVATION WITH GRATE



GRATE DETAIL



PERSPECTIVE

TYPICAL SLOPE PAVED HEADWALL WITH GRATE

DIMENSIONS AND QUANTITIES							
PIPE SIZE	AREA SQ FT	SLOPE	B	C	D	CU YDS ONE BARREL	CU YDS ADDITIONAL BARREL
15"Ø	1.2	4:1	2'-5"	5'-3"	1'-11"	0.92	0.30
18"Ø	1.8	4:1	3'-6"	5'-6"	2'-3"	1.06	0.36
24"Ø	3.1	4:1	5'-6"	6'-0"	3'-0"	1.32	0.52
30"Ø	4.9	4:1	7'-7"	6'-6"	3'-9"	1.60	0.72
36"Ø	7.1	4:1	9'-8"	7'-0"	4'-6"	1.86	0.94
42"Ø	9.6	4:1	11'-9"	7'-6"	5'-3"	2.20	1.20
48"Ø	12.6	4:1	13'-9"	8'-0"	6'-0"	2.40	1.46
54"Ø	15.9	4:1	15'-10"	8'-6"	6'-9"	2.60	1.76
15"Ø	1.2	6:1	3'-7"	5'-3"	1'-11"	1.04	0.30
18"Ø	1.8	6:1	5'-1"	5'-6"	2'-3"	1.22	0.40
24"Ø	3.1	6:1	8'-1"	6'-0"	3'-0"	1.58	0.60
30"Ø	4.9	6:1	11'-2"	6'-6"	3'-9"	1.94	0.84
36"Ø	7.1	6:1	14'-2"	7'-0"	4'-6"	2.30	1.12
42"Ø	9.6	6:1	17'-3"	7'-6"	5'-3"	2.68	1.42
48"Ø	12.6	6:1	20'-3"	8'-0"	6'-0"	3.04	1.78
54"Ø	15.9	6:1	23'-4"	8'-6"	6'-9"	3.40	2.18
15"Ø	1.2	10:1	5'-10"	5'-3"	1'-11"	1.24	0.32
18"Ø	1.8	10:1	8'-4"	5'-6"	2'-3"	1.54	0.46
24"Ø	3.1	10:1	13'-5"	6'-0"	3'-0"	2.08	0.72
30"Ø	4.9	10:1	18'-5"	6'-6"	3'-9"	2.66	1.06
36"Ø	7.1	10:1	23'-5"	7'-0"	4'-6"	3.20	1.46
42"Ø	9.6	10:1	28'-6"	7'-6"	5'-3"	3.78	1.90
48"Ø	12.6	10:1	33'-6"	8'-0"	6'-0"	4.32	2.42
54"Ø	15.9	10:1	38'-6"	8'-6"	6'-9"	4.88	3.02
15"Ø	1.2	20:1	11'-9"	5'-3"	1'-11"	1.84	0.42
18"Ø	1.8	20:1	16'-8"	5'-6"	2'-3"	2.40	0.62
24"Ø	3.1	20:1	26'-8"	6'-0"	3'-0"	3.38	1.06

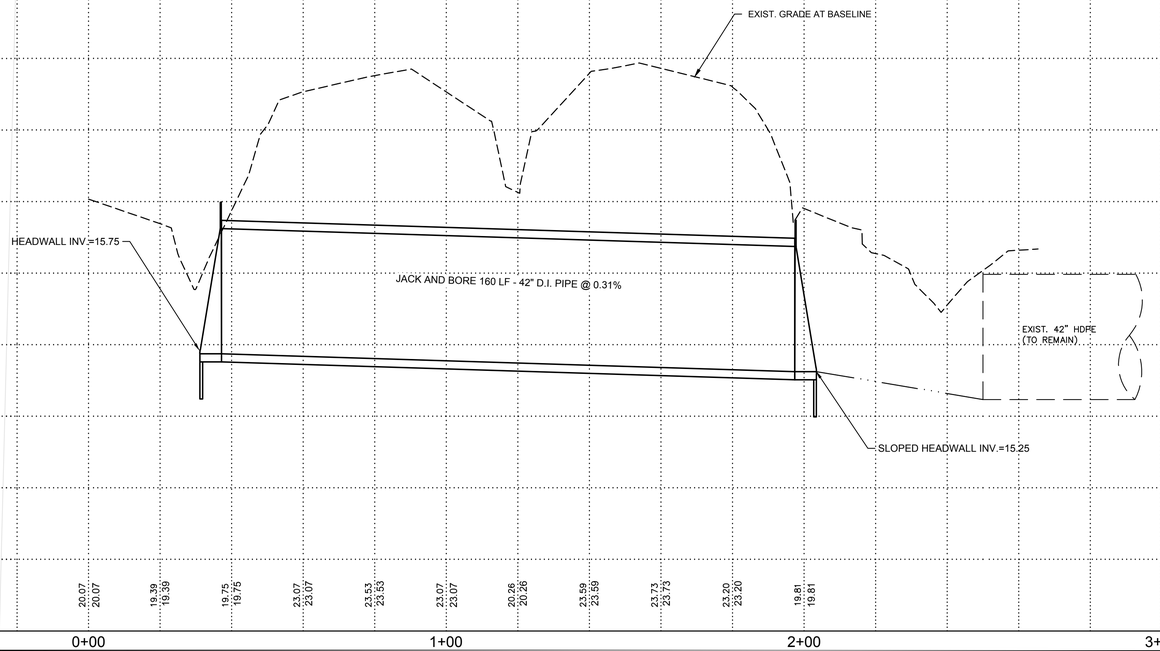
GENERAL NOTES

1. THE FILL IS TO BE PLACED AND ALL SHORING REMOVED BEFORE THE SLOPE PAVING IS PLACED.
2. QUANTITIES SHOWN INCLUDE TWO (2) SLOPE PAVED HEADWALLS WITH TOE WALLS.
3. DIMENSIONS AND QUANTITIES SHOWN APPLIES TO CONCRETE. CORRUGATED METAL PIPE, AND CORRUGATED HDPE PIPE. CONCRETE QUANTITIES ARE SUFFICIENT WHEN HEADWALLS FOR ARCH PIPE IS DESIRABLE.
4. CONCRETE PIPE SHALL BE BEVELED BY SAWING AFTER SLOPE PAVING HAS BEEN PLACED AND SUFFICIENTLY CURED (SOME HAND FINISHING MAY BE NECESSARY.) METAL PIPE SHALL BE SHOP CUT. CORRUGATED HDPE PIPE MAY BE FIELD BEVELED PRIOR TO PAVING OR SHOP CUT.
5. CONTRACTOR SHALL INSURE THROUGH MECHANICAL MEANS OR OTHER APPROVED DEVICES THAT CONNECTION BETWEEN BEVELED PIPE END AND CONCRETE WILL NOT BE DETACHED. CORRUGATED HDPE PIPE SHALL HAVE ½"ø x 6" GALVANIZED HOOK BOLTS WITH WASHERS LOCATED AT 30" OC FOR THE TOE AND ½"ø x 6" GALVANIZED THREADED HEX HEAD BOLTS WITH WASHERS LOCATED ON 2'-0" CENTERS FOR SIDES. ANCHOR BOLTS INTO CONCRETE.
6. SLOPE PAVED HEADWALL WITHOUT GRATE SHALL BE CLASS 1. SLOPE PAVED HEADWALL WITH GRATE SHALL BE CLASS 2.
7. A 24" PIPE WITH GREATER THAN A 30° SKEW AND 30° OR GREATER IN DIAMETER SHALL HAVE A CLASS 2 END TREATMENT WHEN TERMINATED WITHIN THE CLEAR ZONE.
8. PIPE FOR GRATE SHALL BE SCHEDULE 40, GALVANIZED (ASTM A53) HARDWARE SHALL BE GALVANIZED ACCORDING TO SPECIFICATIONS.
9. RAW METAL EXPOSED BY CUTTING AND DRILLING OF PIPE FOR GRATE ASSEMBLY WILL REQUIRE A GALVANIZING REPAIR PAINT IN ACCORDANCE WITH SECTION 855.31 OF ALDOT SPECIFICATIONS.

CONCRETE SLOPED PAVED HEADEWALL

BROWN, MITCHELL & ALEXANDER, INC.
CONFORMED TO CONSTRUCTION RECORDS
By: _____ Date: 11/15/19

SCALE: HORIZ. 1"=20'
VERT. 1"=2'



DAX B. ALEXANDER
REGISTERED PROFESSIONAL ENGINEER
14208
MISSISSIPPI
9/13/18

BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS
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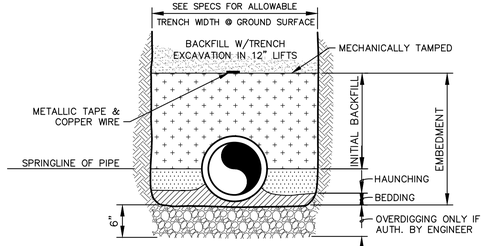
HIGHWAY 605 DRAINAGE CROSSING - PLAN & PROFILE STA. 10+00 TO STA. 14+00

SHEET C-207

THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC.,(BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA, SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.



FOR WATER MAINS, FORCE MAINS, GRAVITY SEWERS & CULVERT PIPE

PIPE EMBEDMENT AND BACKFILL

SHOULD ENGINEER DETERMINE THAT THE NATIVE MATERIAL AT THE BOTTOM OF THE TRENCH IS NOT A SUITABLE FOUNDATION FOR THE PIPE, HE MAY AUTHORIZE OVERDIGGING THE TRENCH A DEPTH OF 6 INCHES AND REPLACE WITH A SELECT FOUNDATION MATERIAL.

GENERALLY, LOOSE MATERIAL LEFT BY THE EXCAVATOR ON THE TRENCH BOTTOM AND SOFT MATERIAL SHAVED FROM THE TRENCH EXCAVATION WILL BE ADEQUATE FOR BEDDING THE PIPE SO THAT IT IS FULLY SUPPORTED.

THE HAUNCHING MATERIAL SHALL BE NATIVE MATERIAL SECURED FROM THE TRENCH EXCAVATION AND THOROUGHLY COMPACTED TO THE SPRING LINE OF THE PIPE AND EXTENDING TO THE SIDE WALLS OF THE TRENCH. A MINIMUM 85 PERCENT STANDARD PROCTOR WILL BE CONSIDERED ADEQUATE COMPACTION.

THE INITIAL BACKFILL (NATIVE MATERIAL SECURED FROM THE TRENCH EXCAVATION) MAY THEN PROCEED TO A HEIGHT OF 12 INCHES ABOVE THE TOP OF THE PIPE AND MECHANICALLY TAMPED. FURTHER BACKFILL SHALL NOT PROCEED UNTIL INITIAL BACKFILL HAS BEEN OBSERVED BY ENGINEER.

SHOULD ENGINEER DETERMINE THAT THE NATIVE MATERIAL SECURED FROM THE TRENCH EXCAVATION IS NOT SUITABLE FOR EMBEDMENT, HE MAY AUTHORIZE THE USE OF A SELECT BEDDING MATERIAL.

FURTHER BACKFILL UTILIZING MATERIAL FROM TRENCH EXCAVATION MAY THEN PROCEED TO THE ORIGINAL GROUND SURFACE IN 12 INCH LIFTS COMPACTED TO ELIMINATE AIR VOIDS. IN AREAS WHERE THE GROUND SURFACE IS TO RECEIVE PAVEMENT, A MINIMUM 85 PERCENT STANDARD PROCTOR FOR EACH LIFT SHALL BE CONSIDERED ADEQUATE COMPACTION.

CONTRACTOR SHALL MAINTAIN TRENCH BACKFILL AT ORIGINAL GROUND SURFACE UNTIL FINAL ACCEPTANCE OF THE WORK.

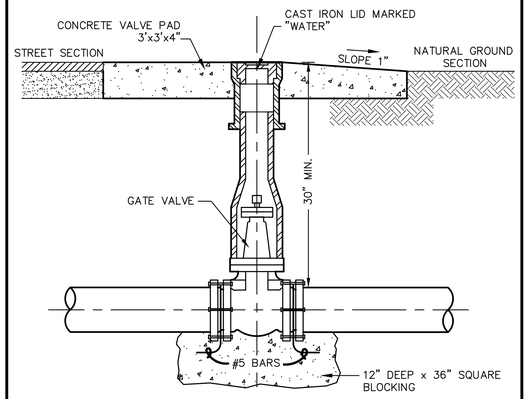
ALL SURPLUS MATERIALS NOT USED IN BACKFILLING SHALL BE REMOVED AND DISPOSED OF BY CONTRACTOR AT HIS OWN EXPENSE.

METALLIC TAPE WILL BE PLACED IN THE BACKFILL 12 INCHES ABOVE THE TOP OF PVC WATER MAINS, SEWAGE FORCE MAINS, AND PVC GRAVITY SEWER MAINS WITH LETTERING FACING UP.

PIPE EMBEDMENT & BACKFILL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02860	
DR. BY:	FILE: PIPEBED2	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

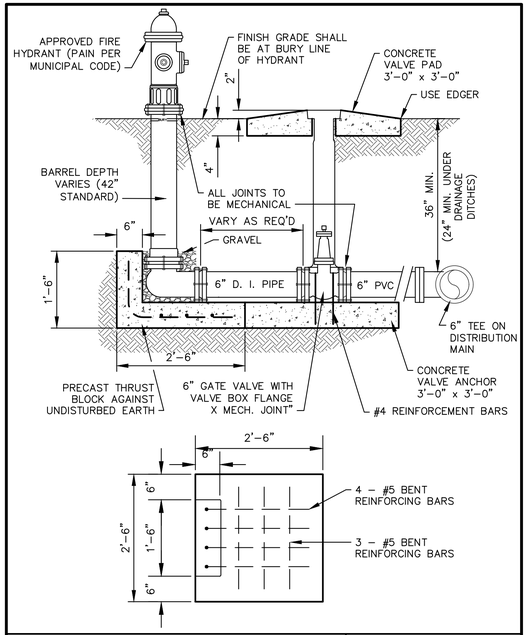
Gulfport MISSISSIPPI
ENGINEERING & PUBLIC WORKS DEPARTMENT
4050 HEWES AVENUE, GULFPORT, MS 39507
PH. 228-868-5815 FAX. 228-868-5822



TYPICAL GATE VALVE ASSEMBLY		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02863	
DR. BY:	FILE: GATEVALVE	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport MISSISSIPPI
ENGINEERING & PUBLIC WORKS DEPARTMENT
4050 HEWES AVENUE, GULFPORT, MS 39507
PH. 228-868-5815 FAX. 228-868-5822



FIRE HYDRANT ASSEMBLY		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02864	
DR. BY:	FILE: FIERHYD	

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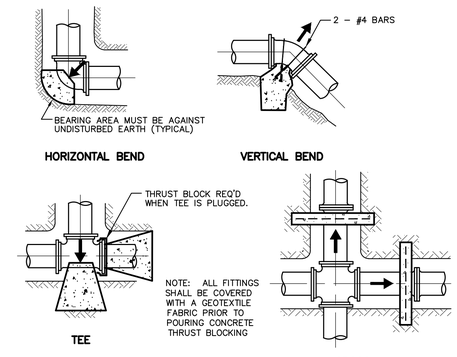

BEARING AREAS FOR THRUST BLOCKING
IN SQUARE FEET

FITTING:	4" DIA.	6" DIA.	8" DIA.	10" DIA.	12" DIA.	14" DIA.
TEES	2.0	2.5	4.7	5.0	7.0	9.0
90°	2.0	2.7	6.7	7.2	10.4	12.7
45°	1.0	1.5	3.6	3.9	5.6	6.9
22 1/2°	1.0	1.0	1.8	2.0	2.9	3.5

WATER MAIN THRUST BLOCKING		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02860	
DR. BY:	FILE: BLOCKING	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

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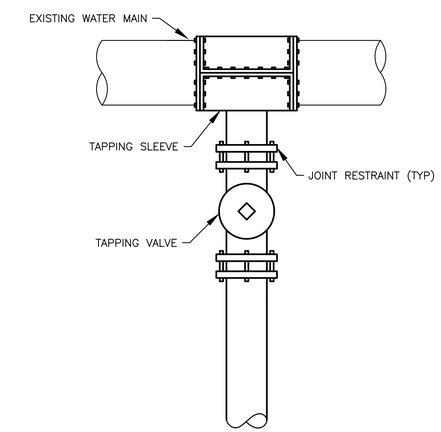
4050 HEWES AVENUE, GULFPORT, MS 39507
PH. 228-868-5815 FAX. 228-868-5822



TAPPING VALVE & SLEEVE DETAIL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02862	
DR. BY:	FILE: TAPVALVE	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport MISSISSIPPI
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4050 HEWES AVENUE, GULFPORT, MS 39507
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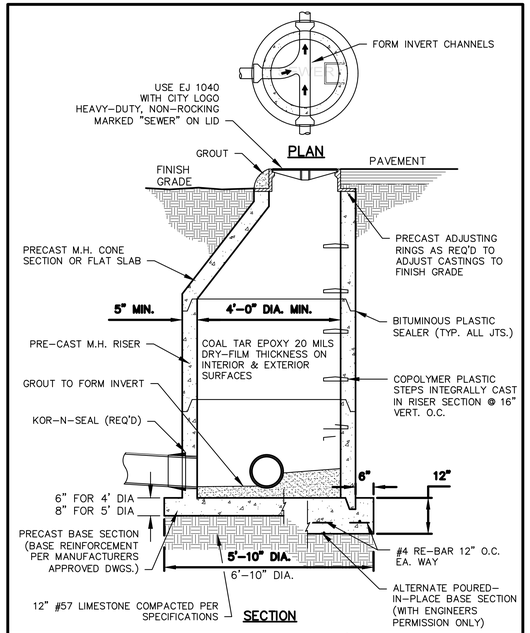

MANHOLE DETAIL		
DATE: 4/23/18	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02731 DWG.-1	
DR. BY:	FILE: MANHOLE	

CITY OF GULFPORT
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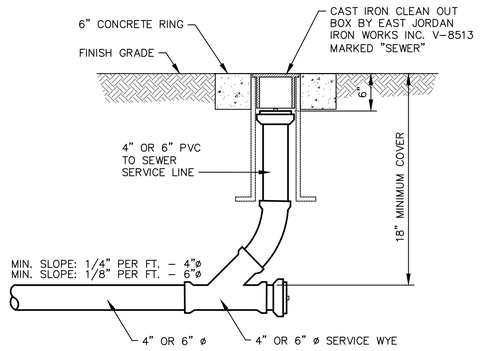

NOTE: ADD CONCRETE RINGS TO CLEANOUTS IN RIGHT-OF-WAYS

SEWER CLEANOUT		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02730 DWG-2	
DR. BY:	FILE: CLEANOUT	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

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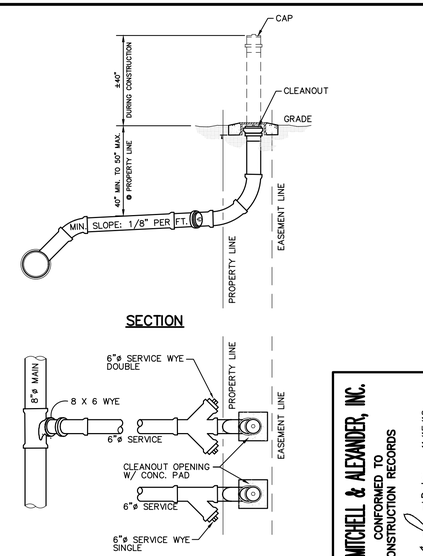
4050 HEWES AVENUE, GULFPORT, MS 39507
PH. 228-868-5815 FAX. 228-868-5822



BROWN, MITCHELL & ALEXANDER, INC.
CONFORMED TO CONSTRUCTION RECORDS
By: Date: 11/15/19

TYPICAL SEWER SERVICE		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02730 DWG 3	
DR. BY:		

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport MISSISSIPPI
DEPARTMENT OF LEISURE SERVICES
1422 23RD AVENUE, GULFPORT, MS 39501
PH. 228-868-5881 FAX. 228-868-5922

BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS
CELEBRATING 50 YEARS
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796 Vieux Marche, 2nd Floor, Biloxi, MS 39530 (228)436-2612
3103 Pascagoula Street, Jackson, MS 39567 (228)864-7612
www.bmaengineers.com

SEAL
DAX B. ALEXANDER REGISTERED PROFESSIONAL ENGINEER 14208 MISSISSIPPI 11/19/18

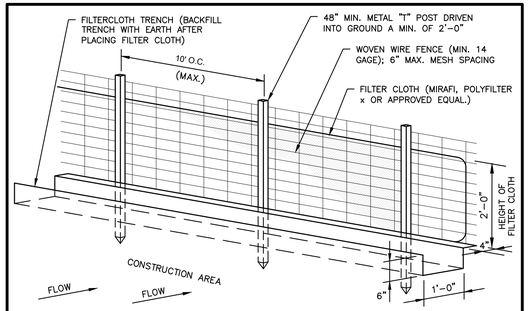
REV	DATE	BY

PUBLIC INFRASTRUCTURE IMPROVEMENTS FOR CARMAX DEVELOPMENT
GULFPORT, MISSISSIPPI
CONSTRUCTION DETAILS

CAD	NLG
ENG	BJS
DATE	2-06-2019
SCALE	NTS
BMA#	3509
FILE	\3509\3509-SITE

SHEET
C-501

THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC.,(BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA, SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.



CONSTRUCTION SPECIFICATIONS

INSTALLATION:

1. USE STEEL "T" POSTS THAT ARE 5 FEET IN LENGTH.
2. INSTALL POSTS STARTING AT THE CENTER OF THE LOWEST POINT OF THE FENCE LINE. DRIVE POSTS 12 INCHES INTO THE GROUND.
3. INSTALL POSTS ON 10-FOOT CENTERS IF METAL MESH FENCING IS TO BE USED AS ADDITIONAL SUPPORT. IF NO METAL FENCING SUPPORT IS USED, THEN INSTALL POSTS ON 6-FOOT CENTER OR LESS.
4. EXCAVATE A TRENCH 4 INCHES DEEP BY 4 INCHES WIDE ON THE UPHILL SIDE OF THE FENCE POSTS.
5. STAPLE OR TIE SILT FENCE FABRIC TO POSTS ON UPHILL SIDE, LEAVING 8 INCHES ON THE BOTTOM TO EXTEND DOWN AND ACROSS THE BOTTOM OF THE TRENCH.
6. BACKFILL TRENCH AND TAMP DOWN OVER FABRIC.
7. ALLOW 6-INCH OVERLAP AT JOINTS.
8. MULCH BARE GROUND UPHILL OF SILT FENCE OR PROVIDE OTHER EROSION CONTROL MEASURES.

MAINTENANCE:

1. REMOVE ACCUMULATED SEDIMENT ALONG THE FENCE WHEN IT HAS REACHED A THIRD TO A HALF OF THE FENCE HEIGHT. DO NOT PLACE SEDIMENT ON THE DOWNHILL SIDE.
2. INSPECT WEEKLY AND AFTER EACH SIGNIFICANT STORM EVENT (GREATER THAN 1/2 INCH OF RAIN).
3. REMOVE FENCE WHEN AREA ABOVE THE FENCE HAS BEEN STABILIZED.
4. IF FABRIC IS TORN, THEN REPLACE WITH A NEW PIECE THAT STRETCHES TO POST ON EITHER SIDE OF THE TEAR.

SILT FENCE DETAIL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02295 DWG.-1	
DR. BY:	FILE: SILTFNC	

CITY OF GULFPORT
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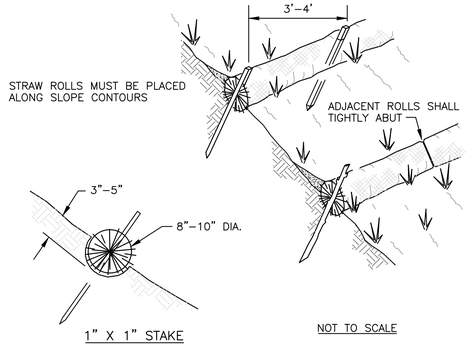
4050 HEWES AVENUE, GULFPORT, MS 39507
PH. 228-868-5815 FAX. 228-868-5822



1" X 1" STAKE

NOT TO SCALE

NOTE:
1. STRAW ROLL INSTALLATION REQUIRES THE PLACEMENT AND SECURE STAKING OF THE ROLL IN A TRENCH, 3"-5" DEEP, DUG ON CONTOUR. RUNOFF MUST NOT BE ALLOWED TO RUN UNDER OR AROUND ROLL.

STRAW ROLL WATTLE DETAIL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02295-B	
DR. BY:	FILE: STRAWWATTLE	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport MISSISSIPPI
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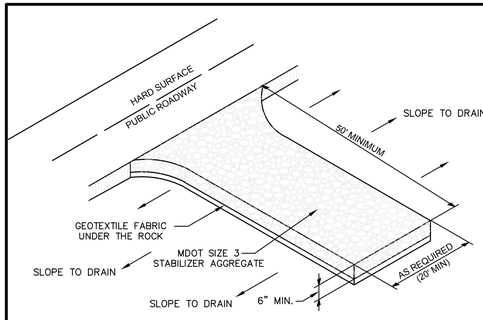

NOTES:

1. THE AREA OF THE CONSTRUCTION ENTRANCE SHALL BE EXCAVATED 6 INCHES DEEP, 50 FEET LONG AND SHALL EXTEND THE FULL WIDTH OF ANY VEHICULAR INGRESS AND EGRESS (MINIMUM 20 FEET) LOCATED ON THE SITE.
2. THE ENTRANCE SHALL BE PROPERLY MAINTAINED FOR THE DURATION OF THE PROJECT TO PREVENT THE TRACKING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAY. ALL MAINTENANCE AND REPAIRS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
3. THE ENTRANCE SHALL BE CHECKED ON A DAILY BASIS AND BEFORE & AFTER ANY RAINFALL EVENT FOR ANY DAMAGES. ANY DAMAGES FOUND SHALL BE REMEDIATED BEFORE THE DAYS END AT NO ADDITIONAL COST TO THE CITY.
4. THE ENTRANCE SHALL BE PROPERLY GRADED TO PREVENT THE FLOW OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAY. ALL MATERIALS SPILLED, DROPPED, WASHED OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS SHALL BE REMOVED IMMEDIATELY.
5. MEASURES SHALL BE TAKEN TO PREVENT VEHICULAR TRAFFIC FROM BYPASSING THE CONSTRUCTION ENTRANCE DURING INGRESS AND EGRESS.

LIMESTONE CONSTRUCTION ENTRY DETAIL		
DATE: 5/20/15	APPR. BY: DBA	REVISION
SCALE: N.T.S.	DR. NO.: 02295	
DR. BY:	FILE: CONSTRUCT ENTRY.dwg	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport MISSISSIPPI
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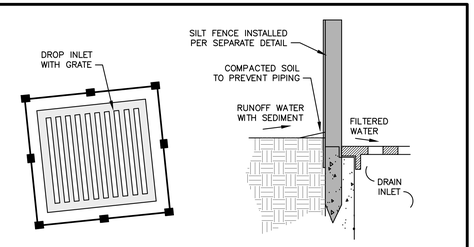
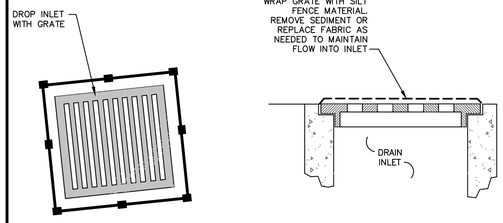
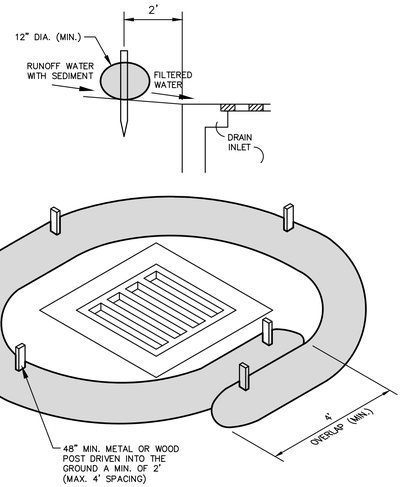


STORM DRAIN INLET PROTECTION (A)

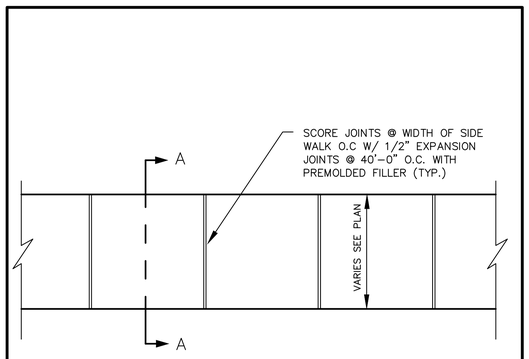


STORM DRAIN INLET PROTECTION (B)

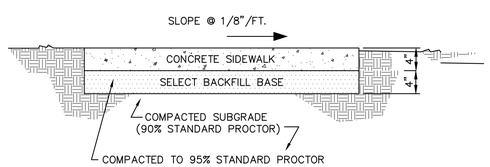


STRAW WATTLE INLET PROTECTION (C)

CONTRACTOR MAY USE EITHER TYPE OF INLET PROTECTION AS APPROPRIATE



SIDEWALK PLAN



SECTION A-A

SIDEWALK DETAIL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02522	
DR. BY:	FILE: SIDEWALK	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

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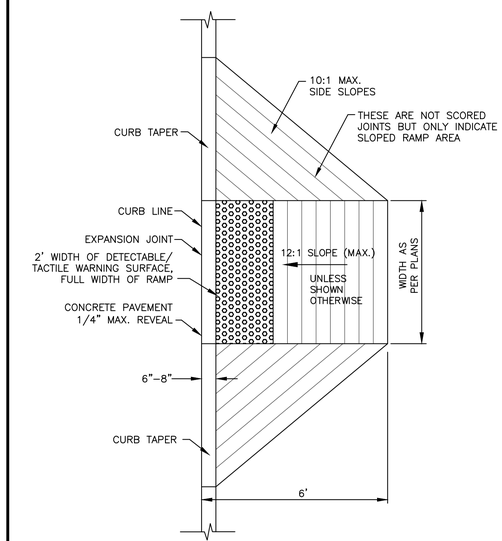

PLAN VIEW

HANDICAP RAMP W/TACTILE WARNING SURFACE		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02522	
DR. BY:	FILE: HCRAMPDOME	

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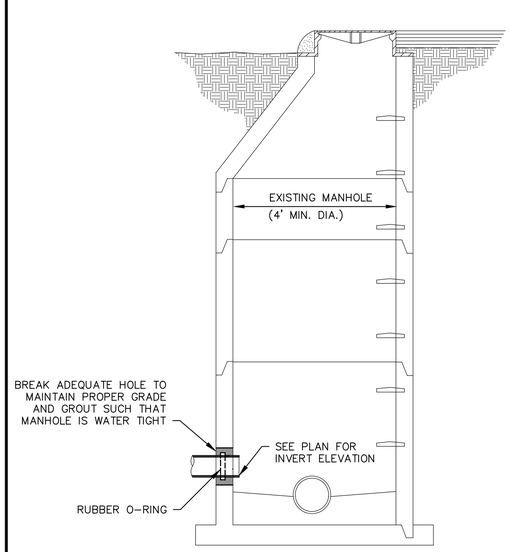


CONNECTION TO EXISTING MANHOLE

N.T.S.

BROWN, MITCHELL & ALEXANDER, INC.
CONFORMED TO CONSTRUCTION RECORDS
By: _____ Date: 11/15/19

401 Cowan Road, Suite A, Gulfport, MS 39507 (228)864-7612
796 Vieux Marche, 2nd Floor, Biloxi, MS 39530 (228)436-2612
3103 Pascagoula Street, Jackson, MS 39567 (228)364-7612
www.bmaengineers.com

CELEBRATING 50 YEARS

BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS

SEAL
DAX B. ALEXANDER REGISTERED PROFESSIONAL ENGINEER 14208 MISSISSIPPI 11/13/19

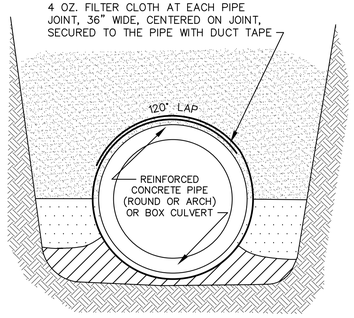
REV	DATE	BY

PUBLIC INFRASTRUCTURE IMPROVEMENTS FOR CARMAX DEVELOPMENT
GULFPORT, MISSISSIPPI
CONSTRUCTION DETAILS

CAD	NLG
ENG	BJS
DATE	2-06-2019
SCALE	NTS
BMA#	3509
FILE	\3509\3509-SITE

SHEET
C-502

THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC.,(BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA, SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.



STORM DRAIN PIPE WAVE

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02722 DWG 1	
DR. BY:	FILE: PIPE WRAP	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

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ENGINEERING & PUBLIC WORKS DEPARTMENT
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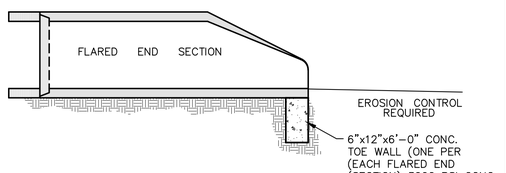
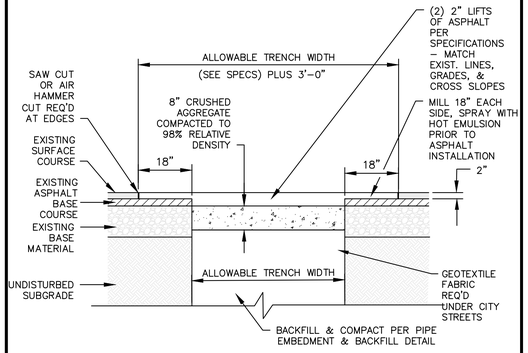
PH. 228-868-5815 FAX. 228-868-5822



TOEWALL SECTION

DATE: 5/11/95	APPR. BY: BCM	REVISION	DATE	BY
SCALE: N.T.S.	DR. NO.: 2534			
DR. BY:				

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



HOT BITUMINOUS PAVEMENT REPAIR

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.:	5/1/17 KED
DR. BY:	FILE:	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

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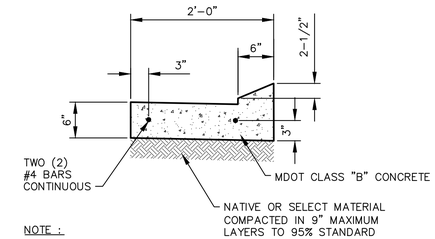

NOTE :

PROVIDE CONSTRUCTION JOINT AT 10' O.C., 1/2" EXPANSION JOINT AT 50' O.C. MAX.

MOUNTABLE CURB & GUTTER DETAIL

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02521	
DR. BY:	FILE: MNTCURB	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

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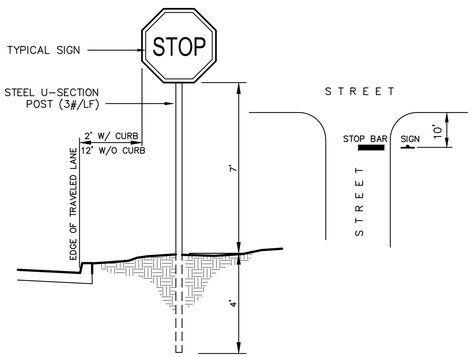
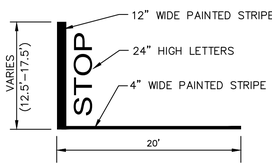


SIGN INSTALLATION DETAIL

SIGN INSTALLATION DETAIL

DATE: 5/11/95	APPR. BY: BCM	REVISION	DATE	BY
SCALE: N.T.S.	DR. NO.: 2534			
DR. BY:				

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

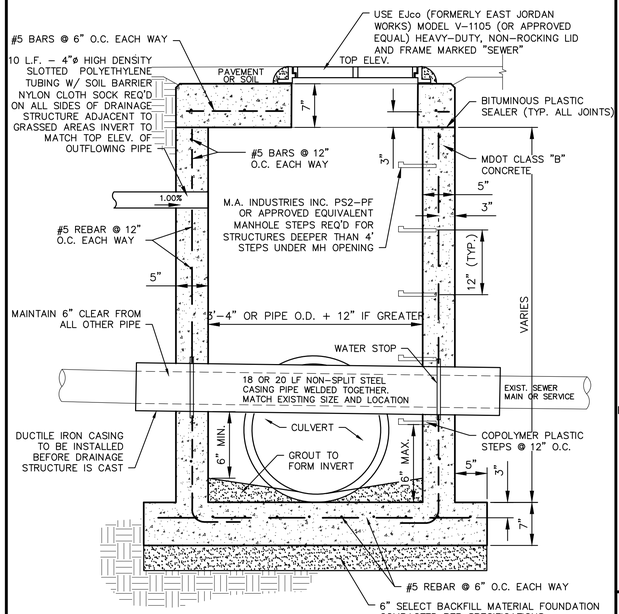


STOP BAR DETAIL

STOP BAR DETAIL

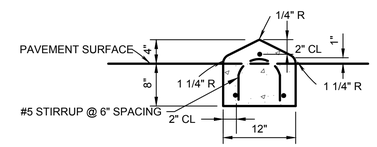
DATE: 5/11/95	APPR. BY: BCM	REVISION	DATE	BY
SCALE: N.T.S.	DR. NO.: 2534			
DR. BY:				

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

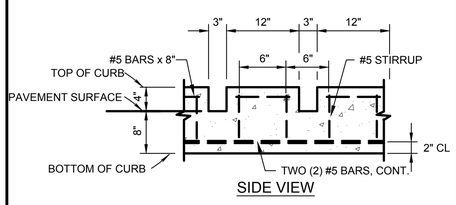


CONFLICT BOX
SCALE: 1" = 1'

NOTE:
TRENCH 12" WIDE 8" DEEP & FILL WITH CLASS "B" CONCRETE - NO FORMS REQUIRED. EXPANSION JOINTS REQUIRED 20' CENTER TO CENTER.



END VIEW



SIDE VIEW

DETAIL OF SLOTTED CURB
SCALE: N.T.S.

BROWN, MITCHELL & ALEXANDER, INC.
CONFORMED TO CONSTRUCTION RECORDS
By: Date: 11/15/19

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DAX B. ALEXANDER REGISTERED PROFESSIONAL ENGINEER 14208 MISSISSIPPI
11/15/19

REV	DATE	BY

PUBLIC INFRASTRUCTURE IMPROVEMENTS FOR CARMAX DEVELOPMENT
GULFPORT, MISSISSIPPI
CONSTRUCTION DETAILS

CAD	NLG
ENG	BJS
DATE	2-06-2019
SCALE	NTS
BMA#	3509
FILE	\3509\3509-SITE

SHEET
C-503

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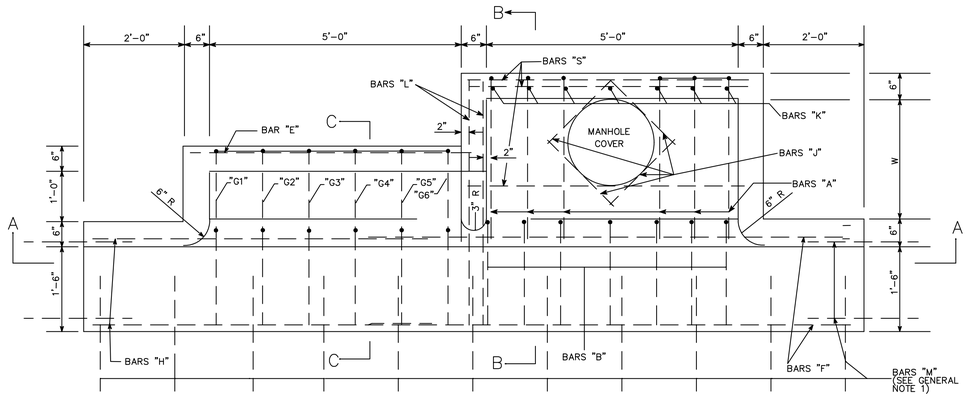
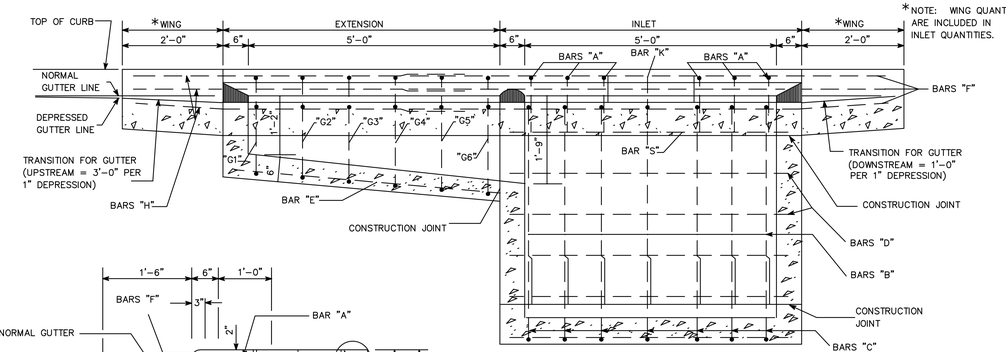
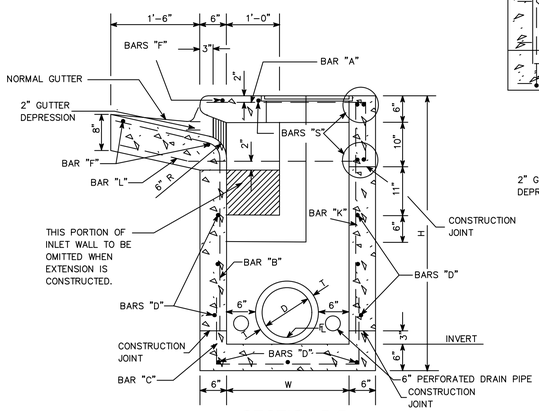


SS-2 INLET PLAN

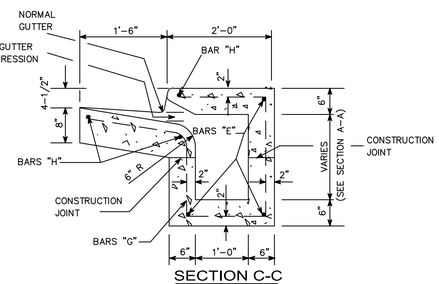


SECTION A-A

*NOTE: WING QUANTITIES ARE INCLUDED IN INLET QUANTITIES.

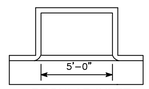


SECTION B-B



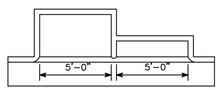
SECTION C-C

ADD. CONCRETE PER FOOT OF H		ADD. CONCRETE PER FOOT OF W	
W	yd^3/ft	H	yd^3/ft
2'-6"	0.315	3'-6"	0.315
3'-0"	0.333	4'-0"	0.333
3'-6"	0.352	4'-6"	0.352
4'-0"	0.371	5'-0"	0.370
4'-6"	0.389	5'-6"	0.389
5'-0"	0.408	6'-0"	0.408
5'-6"	0.426	6'-6"	0.426
6'-0"	0.445	7'-0"	0.445
6'-6"	0.463	7'-6"	0.463
7'-0"	0.481	8'-0"	0.482
		8'-6"	0.500



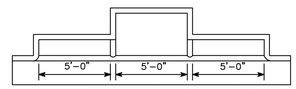
REGULAR INLET

5'-0" INLET
STEEL = 8.68W + 9.35Y + 3.79W' + 7.57H' + 121
CONC. = (WY + 5.5W + 6Y + 14.611)/27



INLET WITH ONE EXTENSION

10'-0" INLET
STEEL = 8.68W + 9.35Y + 3.79W' + 7.57H' + 231
CONC. = (WY + 5.5W + 6Y + 38.641)/27



INLET WITH TWO EXTENSIONS

15'-0" INLET
STEEL = 8.68W + 9.35Y +3.79W' + 7.57H' +341
CONC = (WY + 5.5W + 6Y + 62.671)/27

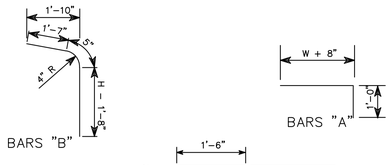
PLAN OF INLET AND EXTENSIONS

EXTENSION NOTES:
1. W AND H ARE EXPRESSED IN DECIMAL FEET.
2. W' = W ROUNDED TO NEAREST WHOLE FOOT.
3. Y = (H-0.5).
4. H'= (H - 2.08) ROUNDED TO NEAREST WHOLE FOOT.
5. NO DEDUCTIONS ARE MADE FOR PIPE OPENINGS IN FORMULAS.

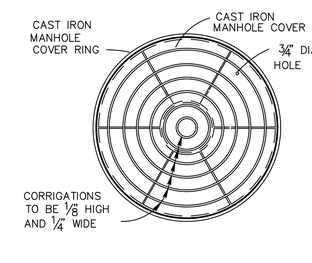
QUANTITIES FOR ONE EXTENSION					
BAR	SIZE	LENGTH	SPACING	NUMBER	†WEIGHT
"E"	#4	5'-8"	AS SHOWN	3	11
"G"	#4	SEE SCHEDULE	0'-11"	6	34
"H"	#6	6'-9"	AS SHOWN	1	17
"L"	#6	4'-9"	AS SHOWN	2	14
TOTAL STEEL FOR ONE EXTENSION = 76 lbs					
TOTAL CONCRETE FOR ONE EXTENSION = 0.89 yd^3					

†NOTE: WHERE EXTENSION IS USED WITH CONCRETE PAVEMENT, ADD 27 lbs OF STEEL FOR BARS "M".

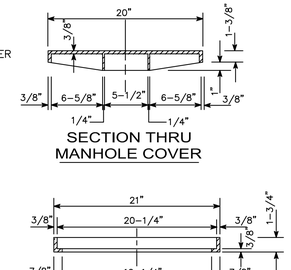
BAR "G" SCHEDULE	
BAR "G"	LENGTH
"G1"	7'-10"
"G2"	8'-0"
"G3"	8'-2"
"G4"	8'-5"
"G5"	8'-8"
"G6"	8'-10"



BAR DETAILS



MANHOLE COVER PLAN



SECTION THRU MANHOLE COVER

SECTION THRU MANHOLE COVER RING

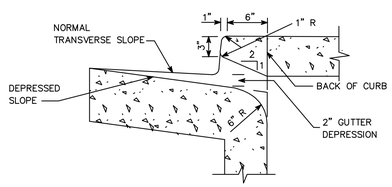
NOTE: WEIGHT OF RING & COVER = 79 lbs

W=2'-6"	BILL OF REINFORCING STEEL FOR 1-5'-0" INLET																		
H	BAR "A" L = 4'-2" #4 @ 9"		BAR "C" L = 5'-8" #4 @ 9"		BAR "S" L = 5'-8" #4 @ 12"		BAR "D" L = 5'-8" #4 @ 12"±		BAR "F" L=9'-8" #6		BAR "J" L=2'-3" #4		BAR "B" #4 @ 9"		BAR "K" #4 @ 9"±		*TOTAL STEEL	TOTAL CONC.
	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	LGTH.	NO.	LGTH.	NO.	lbs	lbs	yd^3
3'-6"	6	17	7	27	5	19	5	19	1	24.3	4	6	3'-10"	7	2'-7"	7	12	141.4	1.99
4'-0"	6	17	7	27	5	19	7	26	1	24.3	4	6	4'-4"	7	3'-1"	7	14	153.4	2.15
4'-6"	6	17	7	27	5	19	7	26	1	24.3	4	6	4'-10"	7	3'-7"	7	17	158.4	2.31
5'-0"	6	17	7	27	5	19	9	34	1	24.3	4	6	5'-4"	7	4'-1"	7	19	170.4	2.47
5'-6"	6	17	7	27	5	19	9	34	1	24.3	4	6	5'-10"	7	4'-7"	7	21	175.4	2.62
6'-0"	6	17	7	27	5	19	11	42	1	24.3	4	6	6'-4"	7	5'-1"	7	24	189.4	2.78
6'-6"	6	17	7	27	5	19	11	42	1	24.3	4	6	6'-10"	7	5'-7"	7	26	191.4	2.94
7'-0"	6	17	7	27	5	19	13	49	1	24.3	4	6	7'-4"	7	6'-1"	7	28	204.4	3.10
7'-6"	6	17	7	27	5	19	13	49	1	24.3	4	6	7'-10"	7	6'-7"	7	31	208.4	3.25

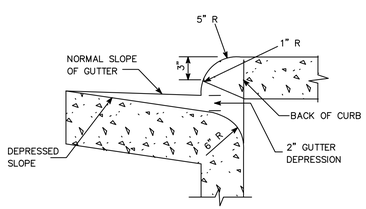
W=3'-0"	BILL OF REINFORCING STEEL FOR 1-5'-0" INLET																		
H	BAR "A" L = 4'-8" #4 @ 9"		BAR "C" L = 6'-2" #4 @ 9"		BAR "S" L = 5'-8" #4 @ 12"		BAR "D" L = 5'-8" #4 @ 12"±		BAR "F" L=9'-8" #6		BAR "J" L=2'-3" #4		BAR "B" #4 @ 9"		BAR "K" #4 @ 9"±		*TOTAL STEEL	TOTAL CONC.
	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	LGTH.	NO.	LGTH.	NO.	lbs	lbs	yd^3
3'-6"	6	19	7	29	5	19	5	19	1	24.3	4	6	3'-10"	7	2'-7"	7	12	145.4	2.15
4'-0"	6	19	7	29	5	19	7	26	1	24.3	4	6	4'-4"	7	3'-1"	7	14	157.4	2.32
4'-6"	6	19	7	29	5	19	7	26	1	24.3	4	6	4'-10"	7	3'-7"	7	17	162.4	2.49
5'-0"	6	19	7	29	5	19	9	34	1	24.3	4	6	5'-4"	7	4'-1"	7	19	174.4	2.65
5'-6"	6	19	7	29	5	19	9	34	1	24.3	4	6	5'-10"	7	4'-7"	7	21	179.4	2.82
6'-0"	6	19	7	29	5	19	11	42	1	24.3	4	6	6'-4"	7	5'-1"	7	24	191.4	2.99
6'-6"	6	19	7	29	5	19	11	42	1	24.3	4	6	6'-10"	7	5'-7"	7	26	196.4	3.15
7'-0"	6	19	7	29	5	19	13	49	1	24.3	4	6	7'-4"	7	6'-1"	7	28	208.4	3.32
7'-6"	6	19	7	29	5	19	13	49	1	24.3	4	6	7'-10"	7	6'-7"	7	31	213.4	3.49

W=3'-6"	BILL OF REINFORCING STEEL FOR 1-5'-0" INLET																		
H	BAR "A" L = 5'-2" #4 @ 9"		BAR "C" L = 6'-8" #4 @ 9"		BAR "S" L = 5'-8" #4 @ 12"		BAR "D" L = 5'-8" #4 @ 12"±		BAR "F" L=9'-8" #6		BAR "J" L=2'-3" #4		BAR "B" #4 @ 9"		BAR "K" #4 @ 9"±		*TOTAL STEEL	TOTAL CONC.
	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	LGTH.	NO.	LGTH.	NO.	lbs	lbs	yd^3
3'-6"	6	21	7	31	5	19	6	23	1	24.3	4	6	3'-10"	7	2'-7"	7	12	153.4	2.31
4'-0"	6	21	7	31	5	19	8	30	1	24.3	4	6	4'-4"	7	3'-1"	7	14	165.4	2.49
4'-6"	6	21	7	31	5	19	8	30	1	24.3	4	6	4'-10"	7	3'-7"	7	17	170.4	2.66
5'-0"	6	21	7	31	5	19	10	38	1	24.3	4	6	5'-4"	7	4'-1"	7	19	182.4	2.84
5'-6"	6	21	7	31	5	19	10	38	1	24.3	4	6	5'-10"	7	4'-7"	7	21	187.4	3.01
6'-0"	6	21	7	31	5	19	12	45	1	24.3	4	6	6'-4"	7	5'-1"	7	24	199.4	3.19
6'-6"	6	21	7	31	5	19	12	45	1	24.3	4	6	6'-10"	7	5'-7"	7	26	204.4	3.37
7'-0"	6	21	7	31	5	19	14	53	1	24.3	4	6	7'-4"	7	6'-1"	7	28	216.4	3.54
7'-6"	6	21	7	31	5	19	14	53	1	24.3	4	6	7'-10"	7	6'-7"	7	31	221.4	3.72

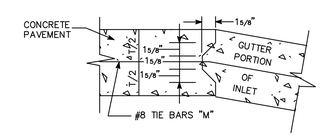
* NOTE: WHERE INLET IS USED WITH CONCRETE PAVEMENT, ADD 73 lbs OF STEEL FOR BARS "M".



THROAT DETAIL OF BARRIER CURB



THROAT DETAIL OF ROLLED CURB



DETAIL OF KEYED CONSTRUCTION JOINTS

NOTE: FIELD BEND BARS "L" TO CENTER OF GUTTER SECTION

SS-2 INLET NOTES:

1. WHERE INLET OR INLET WITH EXTENSION(S) IS USED WITH CONCRETE PAVEMENT WITH INTEGRAL CURB, THE PAVEMENT IS TO BE BLOCKED OUT TO THE DIMENSIONS AS SHOWN FOR THE GUTTER PORTION OF THE INLET OR INLET WITH EXTENSION(S). THE PORTION BLOCKED OUT SHALL BE PLACED INTEGRAL WITH THE TOP OF THE INLET OR INLET WITH EXTENSION(S). #8 DEFORMED BARS 30" LONG (REFERRED ON THIS DRAWING AS "BARS M") SHALL BE PLACED ON 18" CENTERS AT THE CENTER OF THE PAVEMENT. GUTTER PORTION OF THE INLET OR INLET WITH EXTENSION(S) 15". THE CONSTRUCTION JOINT BETWEEN THE CONCRETE PAVEMENT AND THE INLET OR INLET WITH EXTENSION(S) SHALL BE A KEYED JOINT AS SHOWN. A SMOOTH CONSTRUCTION JOINT WILL NOT BE PERMITTED.
2. FOR CONVENIENCE, DEPTHS OF INLETS SHOWN IN ABOVE TABLE ARE INCREMENTS OF 6". BUT ANY DEPTHS OTHER THAN THESE SHOWN MAY BE USED WHEREVER DEEMED NECESSARY.
3. FIELD CUT AND BEND BARS AS NECESSARY TO ACCOMMODATE STORM SEWER.
4. PERFORATED PIPE SHALL BE STUBBED OUT OF DRAINAGE STRUCTURE WALLS FOR DRAIN RELIEF OF STORM DRAIN BEDDING. PERFORATED PIPE SHALL BE 6" DIA. x 18" LONG SDR-26 PIPE AND SHALL BE INSTALLED 3" ABOVE INVERT OF LOWEST PIPE AS SHOWN ON THE DETAIL. PERFORATED PIPE SHALL BE INSTALLED ON BOTH SIDES OF EACH PIPE OR ANY SIDE OF BOX THAT PROVIDES MIN. CLEARANCE AS SHOWN ON THE DETAIL OR AS DIRECTED BY CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE. PERFORATED PIPE SHALL BE WRAPPED WITH GEOTEXTILE FABRIC THE ENTIRE LENGTH OF THE STUB-OUT. THE FABRIC SHALL BE INSTALLED IN SUCH A MANNER THAT SILT IS PREVENTED FROM ENTERING THE OPEN END OF THE STUB-OUT AS WELL AS THE PERFORATIONS. THIS SHALL APPLY TO ALL DRAINAGE STRUCTURES.
5. FOR DRAIN INLETS GREATER THEN THREE (3') FEET IN DEPTH, STEP ARE REQUIRED.

BROWN, MITCHELL & ALEXANDER, INC.
CONFORMED TO CONSTRUCTION RECORDS
By: _____ Date: 11/15/19

401 Cowan Road, Suite A, Gulfport, MS 39507 (228)864-7612
796 Vieux Marche, 2nd Floor, Biloxi, MS 39530 (228)436-2612
3103 Pascagoula Street, Suite 1, Jackson, MS 39567 (228)364-7612
CELEBRATING 50 YEARS
bma BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS
www.bmaengineers.com

SEAL
OAK ALEXANDER REGISTERED PROFESSIONAL ENGINEER 14208 MISSISSIPPI
5/13/19

REV	DATE	BY

PUBLIC INFRASTRUCTURE IMPROVEMENTS FOR CARMAX DEVELOPMENT
GULFPORT, MISSISSIPPI

CONSTRUCTION DETAILS

CAD	NLG
ENG	BJS
DATE	2-06-2019
SCALE	NTS
BMA#	3509
FILE	\3509\3509-SITE

SHEET
C-504

DEPARTMENT OF ENGINEERING

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

November 15, 2019

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

Re: Public Infrastructure Improvements for CarMax Development; Final Acceptance

Dear Mr. Long:

On October 21, 2019, Engineering and Public Works conducted a final inspection of the referenced subdivision, and deficiencies were noted. A follow-up inspection took place on November 14, 2019, and all punch list items were completed.

A warranty bond in the amount of $70,500.00 is required for a period of one (1) year to cover all infrastructure. Additionally, the General Contractor is requesting to put up a surety bond in the amount of $18,200.00 for establishing grass stabilization around the detention pond.

Engineering recommends acceptance of the subdivision and the start of the one warranty period with the surety bond for the detention pond.

At the conclusion of the warranty period, the developer is required to notify the city to schedule the warranty inspections. Prior to acceptance for perpetual maintenance all deficiencies shall be corrected and the detention pond final graded and vegetated per construction documents.

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

Respectfully,

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

Cc: Kris Riemann, P.E., Director of Engineering
Wayne Miller, P.E., Director of Public Works
Greg Pietrangelo, Director of Urban Development
Tyler Gentry, Staff Engineer
Ryan Merrill, Assistant Director of Public Works

Attachments:
1. Engineering Inspection Report
2. Map
3. Detention Pond Stabilization Cost Letter to City

DEPARTMENT OF ENGINEERING

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

SUBDIVISION INSPECTION CHECKLIST

SUBDIVISION:	Public Infrastructure Improvements for CarMax Development
TYPE OF INSPECTION:	Final Inspection
DATE:	October 21, 2019
PERSONS PRESENT:	Jeremy Harrison, Department of Engineering Tyler Gentry, Department of Engineering Aaron James, Department of Engineering Brian McKnight, Public Works Brian Jones, Public Works Joe Johnson, Public Works John Thomas, Public Works Jim O'Dell, Public Works Mark Kraninger, Public Works David Sanzin, Utility Partners Nick Gant, BMA

CHECKLIST ITEMS

STREETS & DRAINAGE:

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

WATER & SEWER:

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

TRAFFIC & SAFETY:

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

PUNCHLIST ITEMS

SEE ATTACHED FINAL INSPECTION PUNCHLIST DATED 10/21/2019 COMPLETE EXCEPT FOR DETENTION POND GRASS STABILIZATION; $18,200 SURETY BOND

SIGNED: _____ **DATE:** **November 15, 2019**

BROWN, MITCHELL & ALEXANDER, INC. CONSULTING ENGINEERS

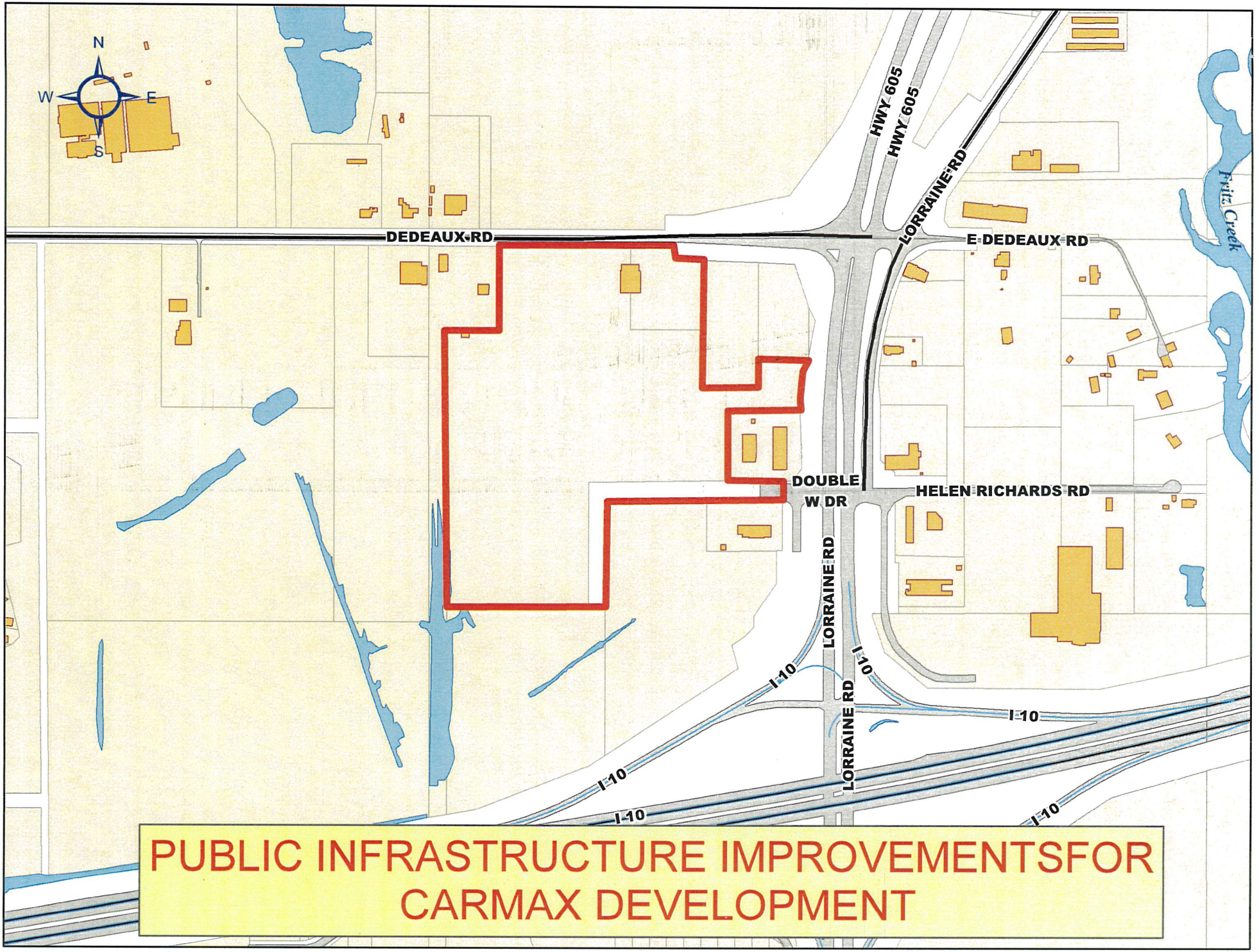
CELEBRATING 50 YEARS

Public Infrastructure Improvements for CarMax Development TIF Project

Final Inspection Punch List (10-21-2019)

LIST OF ITEMS TO BE CORRECTED OR COMPLETED

1. Clean, grout, repair, pour inverts and remove form boards from all drainage structures.
2. Install steps in all structures per City of Gulfport Construction Standards.
3. Clean all sediment/debris out of all sewer manholes and mains.
4. Install grassing and rip rap, per the plans, in drainage ditch along HWY 605.
5. Complete installation of headwalls and grading at bore under HWY 605.
6. Replace and maintain wattles at all drainage inlets.
7. Storm drain lid (HR STA 16+59) shall meet specs.
8. Raise tracer wire and cap valve at SH HR-6 STA 8+00.
9. Expose 15" RCP and place FES at CI-1312L (INV N).
10. Grout seams and repair all leaks in manholes.
11. Replace sewer valve lid with correct lid (water) at fire hydrant STA 24+10 on Carmax Way.
12. Complete grading, install rip rap, and establish vegetation at detention pond.
13. Remove all construction debris from the site.
14. Finish all asphalt, including patch at Dedeaux Road, remaining lifts at turnouts and at McDonalds intersection.
15. Install all traffic signage and permanent striping.
16. Install acorn globe on streetlights.
17. Repair low spot in asphalt near STA 13+00 on Northpark Drive.
18. Raise curb and top of box at CI-2194L and CI-2194R.
19. Repair/replace damaged stop sign at road east of McDonalds.
20. Final grade all areas for positive flow, including areas behind curbs.
21. Irrigation system final installation needs to meet depth specification.
22. All sewer cleanout must meet plan detail, missing cast iron clean out box and concrete rings.
23. Water valve near STA 21+00 along Carmax Way needs valve box.
24. Conflict box needs top.
25. Missing FES from detention pond along HWY 605. Discharge area needs to be dressed up, grassed and existing end treatments and pipes need to be cleaned.
26. Precast sections of SS-2 inlets have chipped concrete faces that need to be fixed.
27. Correct items per landscape architect punch list (not complete).
28. Provide permit closeout documentation for water, sewer, stormwater, and MDOT.
29. Provide as-builts in dwg and pdf format.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PUBLIC INFRASTRUCTURE IMPROVEMENTSFOR
CARMAX DEVELOPMENT

BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS

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

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

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

www.bmaengineers.com

November 14, 2019

Mr. Kris Riemann, P.E., Director
Department of Engineering
City of Gulfport
4050 Hewes Avenue
Gulfport, MS 39507

RE: Public Infrastructure Improvements for CarMax Development – TIF Project
Gulfport, Harrison County, MS

Dear Mr. Riemann:

Please find the attached letter from the General Contractor requesting to put up a Surety Bond for the work required for establishing grass stabilization around the detention pond. The amount of the work in question is valued at $18,200.00.

Should you require additional information or have any questions, please feel free to contact me at (228) 436-7612.

Sincerely,

Nicholas Gant, P.E.
Project Engineer

P:\3509 CarMax (TIF PROJECT)\Monthly Status Reports\Detention Pond Stabilization Cost Letter to City.docx

CELEBRATING 50 YEARS

ROGERS & WILLARD INC. BUILDERS

Built lean. Build smart.

November 14, 2019

Mr. Nick Gant
Brown, Mitchell, & Alexander, Inc.
796 Howard Avenue, 2nd Floor
Biloxi, MS 39530

Re: CarMax Roads & Infrastructure Detention Pond

Dear Mr. Gant,

The value of the stabilization and grading at the detention pond delayed by site/weather conditions is as follows for CarMax Roads & Infrastructure is Eighteen, Two Hundred Dollars ($18,200.00). The cost breakdown includes:

Re-grade pond banks (1,700 SY @ $1.00/SY)	$ 1,700.00
Solid Sod Banks (1,700 SY @ $8.00/SY)	$13,600.00
Hydroseed Basin (0.80 AC @$3,625/AC)	$ 2,900.00

Please advise if you have any questions or need any additional information.

Thank you,

Ryan A. Ott
Vice President / Project Manager

Associated Builders and Contractors, Inc.

451 St. Louis Street • Mobile, Alabama 36602
Office (251) 479-2675 • Fax (251) 479-2776

AQC Associated Builders and Contractors, Inc.

Maintenance
Bond
Warranty Term
In years

Bond Number 21BCSIA0893

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS, That we, Rogers & Willard, Inc.
451 St. Louis St., Mobile, AL 36602
as Principal, and Hartford Fire Insurance Company , a corporation organized under the laws of the State CT and duly authorized to do business in the State of, MS as Surety, are held and firmly bound unto City of Gulfport
as Obligee, in the penal sum of Seventy Thousand Five Hundred Dollars and 00/100
($ 70,500.00), to which payment well and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a Contract with the Obligee, dated the 12TH day of November 2018, a copy of which is hereto attached and made a part hereof, for CarMax, Gulfport, MS

This warranty bond will be for the Public Infrastructure Improvements for the CarMax Development-TIF Project and will be for a one year warranty period beginning on the date of acceptance by the governing body.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall guarantee that the work will be free of any defective materials or workmanship which become apparent during the period of One (1) year(s) following completion of the Contract then this obligation shall be void, otherwise to remain in full force and effect, provided however, any additional warranty or guarantee whether expressed or implied is extended by the Principal or Manufacturer only, and the Surety assumes no liability for such a guarantee.

Signed, sealed and dated this 24th day of October, 2019.

PRINCIPAL

Rogers & Willard, Inc.

By: Ryan A. Ott (Seal)
RYAN A. OTT
VICE PRESIDENT

ROGERS & WILLARD, INC. SEAL 1991 STATE OF ALABAMA

(Witness)

HARTFORD FIRE INSURANCE CO. INCORPORATED 1810

Hartford Fire Insurance Company

By: (Seal)

Brendan Fletcher (Witness) Joshua Sanford, Attorney-In-Fact

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
Bond T-12
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 *or fax:* 860-757-5835)
Agency Code: SurePath

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- [X] Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- [ ] Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- [ ] Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- [ ] Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- [ ] Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- [ ] Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- [ ] Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- [ ] Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint

Joshua Sanford *of* **Mobile, AL**

their true and lawful Attorney-In-Fact, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:
Bond No. 21BCSIA0893 on behalf of Rogers & Willard, Inc. naming
City of Gulfport as Obligee in the amount of See Bond Form
on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2021

CERTIFICATE

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of October 24, 2019
Signed and sealed at the City of Hartford.

Kevin Heckman, Assistant Vice President

Willis Towers Watson

Telephone: (205) 871-3300
Fax: (205) 871-0602
Website: www.willistowerswatson.com
E-mail: ann.hamby@willistowerswatson.con

November 19, 2019

Rogers & Willard, Inc.
451 St. Louis Street
Mobile, AL

RE: ***Bond Number: 21BCSIA0894***
Obligee: City of Gulfport, MS
Description: Detention Pond for CarMax #6106 Roads & Infrastructure

Attached is the completed document per your request. This was issued based upon the information you provided to our office, and we urge you to check all of the information for accuracy (i.e. Power of Attorney, signatures, dates, amounts, description, etc.).

Please verify that the form attached is the forms required and complete the execution with the proper signature(s) and seal.

If a premium is charged, our invoice will follow under a separate cover. Please note the premium payment for this bond is due upon receipt.

Thank you for the opportunity to service your surety needs. Should you have any questions, please do not hesitate to contact any member of your Willis Towers Watson Surety Team.

Sincerely,

Ann Hamby
Sr. Client Services Specialists - Surety

Willis of Alabama, Inc.
P.O. Box 11587 (35202)
2101 6th Avenue North, Suite 725
Birmingham, Alabama 35203

Bond No. 21BCSIA0894

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we Rogers & Willard, Inc., Principal, and Hartford Fire Insurance Company, Surety, are held and firmly bound unto City of Gulfport, Mississippi, Obligee, in the sum of Eighteen Thousand, Two Hundred and 00/100-------- Dollars ($ 18,200.00) for the payment of which we bind ourselves, our legal representative, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligee, dated for

Stabilization and Grading at the Detention Pond for CarMax #6106
Roads & Infrastructure

copy of which contract is by reference made a part hereof.

NOW, THEREFORE, if Principal shall faithfully perform such contract or shall indemnify and save harmless the Obligee from all cost and damage by reason of Principal's failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Signed, sealed, and dated November 19, 2019

Rogers & Willard, Inc. (Seal)
(Principal)

By _____

Hartford Fire Insurance Company (Seal)
(Principal)

By _____
Ann Hamby Attorney-in-Fact

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-12
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: WILLIS OF ALABAMA INC
Agency Code: 21-250017

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Samuel E Begun , Saykham Chanthasone , Lorina Garicia , Michelle A. McMahon, Tanya Nguyen , Aimee Perondine, Mercedes Phothirath , Donna M. Planeta, Bethany Stevenson , Eric Strba , Jynell Marie Whitehead of Hartford CT, Aiza Anderson, Jeannette Porrini, Joshua Sanford of Mount Laurel NJ, ANN HAMBY, Debbie Mantooth, Josh McDaniel, James C. Morris, Lisa A. Pless, Ben Thompson, Gloria Toellner of BIRMINGHAM, Alabama

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2021

CERTIFICATE

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of November 19, 2019

Signed and sealed at the City of Hartford.

Kevin Heckman, Assistant Vice President

CITY OF GULFPORT PLANNING COMMISSION

1910PC116

TRANSCRIPT OF HEARING

October 24, 2019

****

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS, GULFPORT, MISSISSIPPI, ON THE 24TH DAY OF OCTOBER 2019 COMMENCING AT 4:30 P.M. AND REPORTED BY NORMA JEAN LADNER SOROE, CERTIFIED SHORTHAND REPORTER.

****

COMMISSION MEMBERS PRESENT:

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

STAFF PRESENT:

GREG HOLMES
MATILDA WELCH
CORY LONG

1. Final Plat 1910PC116

MR. LONG: Final Plat 1910PC116 has been duly and timely noticed as required by law. The applicant requests approval of a three lot subdivision Gulfport Promenade, Lorraine Road, zoned B-2, Ward 6. A copy of the packet considered is hereby offered to the record.

MR. WILLIAMS: Thank you, sir.

Is someone here to speak for this request tonight?

MR. GANT: My name is Nick Gant, Brown Mitchell & Alexander, authorized agent on behalf of the developer, here to answer any questions you may have about the packet.

MR. WILLIAMS: Commissioners, you've had a chance to review the packet. Any questions right now?

MR. HEWES: Mr. Gant, just a question, and maybe it needs to be addressed to Mr. Holmes.

We received something from the subdivision inspection checklist from the Department of Engineering. I'm sure you've probably seen it. There are a handful of things that are marked no on there that have not been satisfied.

MR. GANT: That's correct.

MR. HEWES: Do we have any updates on that, Greg?

MR. GANT: So a few of the items -- I don't have that exact list right in front of me -- but they are continually working to address those items.

I know one of the punch list items that engineering is most concerned about was there's a low spot in the road that's holding water. The paving contractor has come back out, cut that patch out, and fixed that crown in the road to make it drain better.

As mentioned, the other items, they are continually working on them.

MR. HEWES: Thank you.

MR. WILLIAMS: Any other questions, commissioners?

If something comes up, we'll bring you back up. Thank you. Appreciate it.

Anyone else here to speak for this request?

Anyone here tonight wish to speak against this request?

MR. WYMAN: Good afternoon. Robert Wyman, 435 East Pass Road, here in Gulfport.

I'm the owner and the dealer for Champion Chrysler Dodge Jeep Ram. And as y'all probably know, because you're some of our customers, we've been here and been part of the fabric of the community for decades now. Gulfport is our home, and we're really proud of that.

The area we're talking about by this map, the plat, has never been developed. And, in fact, wasn't going to be developed. But through our persistence over the years, we were able to convince the current owner to actually break up the property and sell us a portion of it so we could relocate our dealership and build a new facility.

That effort and our acquisition of this site actually kicked off which is now the beginning of a major redevelopment or development for the city. And that's awesome because that area is one of only three intersections on the interstate, and it was idle, and that brings business here.

The developer then used our presence to bring two other major tenants into the area, which is great. If you've been out to the site you can see it's underway.

Additionally to all of this, Champion has been a major financial contributor, not only to build the road, but part of that redevelopment. So without question, were it not for us changing, this development of the site would not have taken place and be underway at this time.

So what you have before you is a request for the naming of the roads in and out of the site. Originally, our understanding with the developer was that the east-west road, which was Helen Richards, would be renamed as Champion

Drive. We were actually very proud of that. And throughout this whole process, our conversations with the planning department also verified that understanding.

So recently, by this application, we learn that the developer now proposes a more all-inclusive name for that east-west road which would be North Park Drive. We can understand that. It's okay.

What we cannot understand, though, is the naming of the other road which borders our property as Car Max Way.

As you know, Car Max is a direct competitor of ours. To put this in perspective, from our perspective, Champion, we are investing upwards of $12 million to build a new facility here. We contributed over $300,000 under a joint agreement with the developer for Car Max to build these roads, so a huge financial stake in this.

We have over 450 feet of frontage along this new road, not just the east-west, but the north-south road.

So what we're asking simply is that that north-south road be also named something more inclusive, all-inclusive, for all of us, rather than named after a business for which our company is a direct competitor.

And I appreciate your time.

MR. WILLIAMS: All right. Commissioners, any questions while we've got him here?

MR. ANTHONY: My question would be: Has any communization with you and the current developers of that property between the two parties?

MR. WYMAN: Yes. We found out about this about a week ago. And I got a number of emails to them. They are non-responsive.

So, you know, we're really frustrated by that. I don't know how -- I don't know why they're doing what they're doing. But, you know, we have -- there's a tri-party agreement between all three of us to build the road to put in, paid for it. We've had additional things we're going to do. We put money up for that. We've cooperated with them in developing the road. They even park on our property. They can access through the site to get to their facility to do all this. We said no problem. And honestly do not understand why they're doing this.

MR. ANTHONY: Beside the conflict with the name, how will it impact your business, would you say from a financial standpoint?

MR. WYMAN: Well, I don't know what business you're in, but do you want to tell somebody drive down Car Max Road to get to your -- one of your competitors' roads to get to your facility? That's just nonsensical. And we have two entrances into our property, one of which will be on that. And I have 450 feet of frontage on this road, and

they have 40 feet, and they think it's their driveway through right down next to our property.

It's kind of humiliating. And it's really honestly hurtful because we cooperated with these guys through this entire process. They could pick any other name that would be good for all of us. But why they're doing this, I don't know.

So if they choose another name, that would be great.

Thank you.

MR. WILLIAMS: Thank you.

MR. SELLERS: You just answered my question. I want to make it very clear that you're saying you don't want -- you're not going to say you want to be Champion Way or Champion Road, you just want it not Car Max Road, inclusive name for everybody that's there.

MR. WYMAN: Right. And we had an understanding early on it would be Champion Drive on the front, and now they're developing the whole site, and they're starting to see the bigger picture which they couldn't do before we came in and bought our site, and that's okay. North Park Drive is fine with us.

But to name the other road Car Max Way, I mean, honestly that is really hurtful. I mean, they can name it any other, you know, Automall Drive or Dealership

Road or Lane, it doesn't matter, but something that's more inclusive for all of us.

You know, other businesses are going to be on that road, too, so why it has to be Car Max Way really?

MR. SELLERS: Thank you.

MR. JONES: I have a question for Greg.

MR. WILLIAMS: Sure, Coach.

MR. JONES: Just say they're going to name that road Car Max Road, where do the city -- do the city play a part in that or giving them the leeway or y'all question them? You know, sometime when they turn in names for roads, they don't approve them. What's your take on that?

MR. HOLMES: Usually require the developer to submit the list of names to us. And all we're going to do is check through our E-911 rating and make sure there's no type of conflict where we're going to put ourselves in ( ).

Other than that, we ( ) there's very minor things. You know, the city's position, I'm not going to tell you what to name the road. I'm just going to make sure there's no conflict. When you call 911, I want them to be sure they can find you. That's all I care about.

MR. WILLIAMS: Great question, Coach.

Anything else?

All right, thank you. If something else comes up, we'll bring you back up here if we need you. Appreciate it.

MR. WYMAN: Thank you.

MR. WILLIAMS: Anyone else here to speak against the request?

MR. DEHON: I'm the operator, Vic Dehon, and I appreciate the time. I just want to, on behalf of being the operator and all of our employees, we're definitely in opposition to naming it Car Max.

MR. WILLIAMS: It's good you got on record because if this goes to the City Council or anything else, if you're on the record, you get a chance to speak there, too. So appreciate it.

All right. Anyone else here to speak against the request?

Commissioners, any other questions? Obviously, this is the final plat. I can certainly see the concern of the business that they've got so much frontage on Car Max Way or whatever they're calling it. As Greg said, the city is determined that with 911 or duplication of streets for that purpose, there's really not a conflict here. But, you know, in the harmony of that development out there, because it is a big development, I sure do wish something could be worked out.

So comments or questions?

MR. HANCOCK: Could we get the gentleman from Brown Mitchell & Alexander to come up and just maybe give an explanation. He said he tried to contact them, and they wouldn't return his calls.

MR. WILLIAMS: Certainly, that would be very good.

MR. GANT: So from my standpoint, as the engineer, not necessarily being real estate developer, I've tried to kind of stay out of this part of it. I'm here to make sure that from an engineering city standpoint, our boxes are checked of what we need to ensure that the development meets city standards. And that's why I'm here to speak on behalf of that.

I can't speak on behalf of them contacting the developer. I'm not, like I say, I can't --

MR. WILLIAMS: All right.

MR. SELLERS: There is no one representing the developer here besides -- is that correct?

MR. WILLIAMS: Mr. Luffy, do you have some input you can give us on this maybe?

MR. LUFFY: Well, I was sitting here kind of relaxing. I'm really unprepared. What I was told is this could hold up a potential sale down the road if this isn't approved right now. And I don't see any reason why you guys

couldn't approve it and they negotiate something after final plat and just do a name change on the road. That would be my only thing.

And I'm really speaking kind of off the cuff. But that would be -- I knew that would potentially hold up a sale.

MR. WILLIAMS: Okay. And just for clarification, you represent the developer or --

MR. LUFFY: Our firm has represented the developer for the last, I don't know, five or six years, and we were part of the sale to change ( ) sale to Car Max and we'll be part of the sale to next few people. So that's our involvement.

MR. DAIGLE: I have one question for you, sir.

The inspection checklist says that this is public infrastructure improvements for Car Max development. Are we not talking about the entire with Champion, as well? Or is this strictly -- because it's referred to here as the Car Max development.

MR. LUFFY: I'm not sure what you're looking at, sir.

MR. DAIGLE: This applies to this?

MR. WILLIAMS: Greg, have you got an answer for that on what we looked at on this inspection report that

we received?

MR. HOLMES: This is an inspection list as it came from Brown & Mitchell and came to the planning department. This is technically not a ( ) the Council finalizes it.

Right now, ( ). But until it gets formalized and goes through you guys recommend it, until after it's approved, there's no formal street name, obviously. That's probably miscommunication between Brown & Mitchell and the ( ). Other than that, it's a location.

MR. GANT: That was a separate set of plans just for this infrastructure improvement that included the extension road, the road down to the Car Max development, and then the unimproved right-of-way up to Dedeaux Road, the plan set name of that development or for that set of plans was -- excuse me -- the public infrastructure improvements for Car Max development. That's why it's referenced on there because that was the name of the plan.

MR. WILLIAMS: That's kind of why I said we need clarity as I think it's referenced on --

MR. GANT: Correct. Of what project we're talking about, it is that project.

MR. WILLIAMS: Good clarification.

MR. ANTHONY: Just for me, for clarification.

As you said, there's no road there, so what we have on the technical details is just something to identify it right now how it's listed as Car Max Way and North Park Drive, but that could be changed at any time by discretion of the property owner?

MR. HOLMES: Well, the biggest thing is ( ) the planning department, so that road name, it could be changed before it goes to Council, it could be changed after it goes to Council. There's still time for those two men to sit down and go change this out. The biggest thing we got in front of us is just the plat. The names and that can be worked out. We got time on that.

MR. HANCOCK: So to ask another question or to ask it another way, I guess. We're not approving something that includes the name of the road that he's talking about.

MR. HOLMES: Yes, you are. But Council has the final approval, and it's going to be a while before it goes to Council. So there's time that they can negotiate and possibly come to some kind of agreement and then correct it before it goes to Council.

MR. HEWES: Greg, question for you on these. Just to clarify amongst the other questions. We are voting on approval of the final engineering plat that happens to have road names on it. Can we approve this with the road

names to be negotiated between now and next meeting of City Council?

MR. HOLMES: I think that's well within your power, yes, sir.

MS. ADOLPH: As a condition?

MR. HEWES: As a condition.

MS. ADOLPH: As a condition, okay.

MR. HEWES: Thank you.

MR. WILLIAMS: I think that gives everybody time. I think that's a perfect way of doing it. A lot of times we get these final plats and won't necessarily have any issues here. So I think all of us are sensitive to this. I thought it was a little unusual because you've got an east-west and north-south, you know, North Park Road, and then halfway down the North Park Road, it changes the name. So I think some consistency would be best to get it worked out. But I think that's an excellent way of getting it done.

Any other questions, comments, commissioners?

MR. DAIGLE: Are we just to them or are we --

MR. WILLIAMS: No, we're too far away. We can do a motion if we want. You can ask the staff anything.

MR. DAIGLE: I'd like to ask Greg. You know, I know you said that paving and the concrete here it says it's acceptable and it's check marked no. You said that all

that had been fixed.

MR. GANT: So that inspection was held on Monday, the 21st. So on Tuesday, they went back out and cut that section of asphalt out and put it back down. Engineering I believe is at a ( ) Association conference Monday through Friday this week. So they were unable to schedule in coming back out and giving any kind of update to that checklist. But we will get them back out to reinspect and check all those punch list items.

MR. DAIGLE: So we can make that another condition of our approval?

MR. WILLIAMS: Yeah. I think if we get to a motion where we want to go to approving or denying, but if we go to approve, I would say that we do it with the name being worked out between the parties and the inspection checklist items indicated as not completed be completed prior to resolution.

MR. DAIGLE: Absolutely.

MR. WILLIAMS: Again, a little bit of timing here getting it in front of us. As y'all know, Greg usually protects us and doesn't have it come to us before we get all this done, but willing to work with the developer as well as the engineer so he can get an approval even if it is a subject to approval.

MR. ELLIOTT: Offer a motion. Motion to

approve final plat Case 1910PC116 subject to the engineering signing off on their punch list item, and the reconciliation of the road naming between the developer and the adjacent business.

MR. DAIGLE: Second.

MR. WILLIAMS: Okay. We've got a motion to approve with those two conditions. Any further discussion, commissioners?

MR. SELLERS: Well, there's actually nine conditions listed on the report under technical details. If we could maybe include that as part of the motion, all nine of those conditions.

MR. WILLIAMS: So all nine of those could be done. If we're going to add something to the motion, we need the person that seconded it to agree to that, that we indicate it as the nine.

MR. DAIGLE: I agree.

MR. WILLIAMS: I'm sorry. The person making the motion, you're okay with that?

MR. ELLIOTT: Yes.

MR. WILLIAMS: That's fine. So we now have a motion to approve the case with the nine items on the effective checklist being resolved and the two parties working out the issue with the naming of the road to the best of their ability.

Any further discussion?

MR. HANCOCK: There weren't nine items on the second checklist. I think it was nine conditions what you're talking about.

MR. SELLERS: Conditions, yes, that's correct.

MR. WILLIAMS: Nine total conditions. All right. Because of my misspeaking that, we'll go back to we will have a motion to approve with the nine conditions as stated in our package and the naming of the road to be worked out between all parties.

Are you okay with that on the second?

MR. DAIGLE: Yes.

MR. WILLIAMS: On the first?

MR. ELLIOTT: Yes.

MR. WILLIAMS: I screwed up, so I had to go through that again. So anyway, my fault, y'all.

Everybody know where we are now? We're going to approve this thing, we're going to get the name of the road worked out to everybody's benefit, and we're going to have the nine conditions straightened out. Does that work? All right. Thank you all.

All those in favor signify by saying aye. Any opposed?

(Unanimous.)

MR. WILLIAMS: Good deal. Thank you all. Appreciate the information.

BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

1910PC116

COURT REPORTER'S CERTIFICATE

I, Norma Jean Ladner Soroe, Certified Shorthand Reporter, do hereby certify that to the best of my skill and ability I have reported the hearing held before the City of Gulfport Planning Commission and that the foregoing 18 pages constitute a true and correct transcription of said hearing held on the 24th day of October 2019.

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

Witness my signature this the 31st day of October 2019.

_____

NORMA JEAN LADNER SOROE, CSR #1297
Certified Shorthand Reporter

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 HEARING OFFICER PURSUANT TO HOUSE BILL 991 (2019 LEGISLATIVE SESSION) AND CITY OF GULFPORT ORDINANCE NO. _____, AND FOR RELATED PURPOSES

WHEREAS, during the 2019 session of the Mississippi legislature, it passed and the Governor signed House Bill Number 991, the Local Government Debt Collection Setoff Act ("Setoff Act"); and

WHEREAS, the purpose of the Setoff Act is to allow local governments, which includes municipalities, such as the City of Gulfport, to collect debts owed them through the assistance of the Mississippi Department of Revenue; and

WHEREAS, the Setoff Act authorizes the Mississippi Department of Revenue to set off the debt owed the municipality against the debtor's state income tax refund and remit the state refund or a portion thereof to the municipality, after payment of the Collection Assistance Fee; and

WHEREAS, one of the processes required by the Setoff Act is a hearing conducted by a hearing officer; and

WHEREAS, the City of Gulfport desires to use the Setoff Act as one means to collect outstanding debts owed the City for various reasons, including, but not limited to, fines imposed by its municipal court and customer utility bills; and

WHEREAS, the City of Gulfport in adopted an Ordinance at its November 19, 2019, meeting to establish hearing procedures and required that the hearing officer be recommended by the Mayor and approved by the City Council.

WHEREAS, the Mayor has recommended the Margaret Murdock, Assistant City Attorney for the City of Gulfport, serve as the hearing officer for hearings held pursuant to House Bill 991 and, in the event she must be absent for any scheduled hearings, that Dustin Uselton, Assistant City Attorney for the City of Gulfport, or Jeff Bruni, City Attorney for the City of Gulfport, shall serve in her stead.

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

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

SECTION 2. That the Governing Authority of the City of Gulfport does hereby approve the Mayor's recommendation that Margaret Murdock, Assistant City Attorney for the City of Gulfport, serve as the hearing officer for hearings held pursuant to House Bill 991 and, in the event she must be absent for any scheduled hearings, that Dustin Uselton, Assistant City Attorney for the City of Gulfport, or Jeff Bruni, City Attorney for the City of Gulfport, shall serve in her stead.

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

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

AYES	**NAYS**	**ABSENT**

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

RESOLUTION AUTHORIZING AND APPROVING A GROUND LEASE BETWEEN MEMORIAL HOSPITAL AT GULFPORT AND THE MISSISSIPPI STATE PORT AUTHORITY AND FOR RELATED PURPOSES.

WHEREAS, the City Council (the "City Council") of the City of Gulfport (the "City") hereby finds, determines, adjudicates and declares as follows:

1. The City and the Gulfport-West Harrison County Hospital District, a subdivision of Harrison County (the "County"), are the joint owners of Memorial Hospital at Gulfport (the "Hospital").

2. The Hospital is currently operated by the Board of Trustees of Memorial Hospital at Gulfport (the "Board of Trustees") in accordance with the provisions of Section 41-13-10, *et seq.* of the Mississippi Code of 1972, as amended (the "Act").

3. In an effort to improve access to medical services in the Hospital's service area, the Board of Trustees has adopted a Resolution which approves and authorizes the Hospital, subject to approval by the City and the County, to enter into a ground lease with MSPA for the construction of and operation of a medical clinic at the Port of Gulfport, including but not limited to, the following terms: leased premises to be a parcel of real property approximately one acre in size at a location mutually agreed upon by Hospital and MSPA; initial lease term of five (5) years with Hospital's option to renew for up to nine (9) consecutive renewal terms which renewal periods will consist of five (5) years each; Hospital to pay rent of $25,000 per year during the initial term, with rent for each renewal term to be increased based on the average CPI over the prior 5-year term; Hospital to construct, at its cost, a medical clinic of approximately 3,000 sq. ft. at an approximate cost of $768,300.00; MSPA to retain ownership of the medical clinic and all

improvements upon the expiration or termination of the lease; during the initial term and all renewal terms, only Hospital has the right to terminate the lease without cause; and any and all other terms and conditions as may be mutually agreed upon by Hospital and MSPA.

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

SECTION 1. The City Council does hereby find that it is in the public interest and the best interests of the citizens of the Hospital's service area, including the City, for the Hospital to enter into a ground lease with MSPA for the construction of and operation of a medical clinic at the Port of Gulfport.

SECTION 2. The City Council hereby authorizes and approves the Hospital entering into a ground lease with MSPA, including but limited to, the following terms: leased premises to be a parcel of real property approximately one acre in size at a location mutually agreed upon by Hospital and MSPA; initial lease term of five (5) years with Hospital's option to renew for up to nine (9) consecutive renewal terms which renewal periods will consist of five (5) years each; Hospital to pay rent of $25,000 per year during the initial term, with rent for each renewal term to be increased based on the average CPI over the prior 5-year term; Hospital to construct, at its cost, a medical clinic of approximately 3,000 sq. ft. at an approximate cost of $768,300.00; MSPA to retain ownership of the medical clinic and all improvements upon the expiration or termination of the lease; during the initial term and all renewal terms, only Hospital has the right to terminate the lease without cause; and any and all other terms and conditions as may be mutually agreed upon by Hospital and MSPA.

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

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by 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 _____ day of _____, 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 _____ day of _____, 2019.

APPROVED:

_____

Billy Hewes, Mayor

SAMSON & POWERS, PLLC

A PROFESSIONAL LIMITED LIABILITY COMPANY
ATTORNEYS AT LAW
2217 PASS ROAD
GULFPORT, MISSISSIPPI 39501
TELEPHONE: (228) 822-1109
FACSIMILE: (228) 822-2317

ROLAND F. SAMSON, III

MAILING ADDRESS:
POST OFFICE BOX 1417
GULFPORT, MS 39502-1417

November 18, 2019

VIA E-MAIL ONLY

Ms. Brittany Rodgers
Clerk of the Council
City Hall
2309 15th Street
Gulfport, MS 39501

RE: Request to Authorize and Approve Lease with Mississippi State Port Authority

Dear Ms. Rodgers:

On behalf of Memorial Hospital at Gulfport ("Memorial"), enclosed please find the following:

(1) Copy of the Resolution adopted by the Board of Trustees of Memorial Hospital at Gulfport on November 11, 2019;

(2) proposed Resolution for the City Council in Word format; and

(3) Executive Summary regarding the Ground Lease with the Mississippi State Port Authority.

At its meeting on November 11, 2019, the Board of Trustees of Memorial adopted the enclosed Resolution authorizing and approving a Ground Lease between Memorial and the Mississippi State Port Authority.

We request that this matter be placed on the agenda for the City Council meeting on Tuesday, December 3, 2019, at 1:30 p.m.

Should you have any questions or need any further information, please do not hesitate to contact this office.

With kind regards, we are

Sincerely,

SAMSON & POWERS, PLLC

BY: ***/s/ Roland F. Samson, III***
ROLAND F. SAMSON, III

RFSIII/rg
Enclosures

RESOLUTION OF THE BOARD OF TRUSTEES OF MEMORIAL HOSPITAL AT GULFPORT

The Board of Trustees of Memorial Hospital at Gulfport ("Memorial") took up for consideration the matter of a ground lease by and between Memorial and the Mississippi State Port Authority ("MSPA") for the construction of and operation of a medical clinic at the Port of Gulfport. After a discussion of the subject, Trustee Hamilton offered and moved the adoption of the following resolution:

RESOLUTION AUTHORIZING AND APPROVING A GROUND LEASE BETWEEN MEMORIAL HOSPITAL AT GULFPORT AND THE MISSISSIPPI STATE PORT AUTHORITY AND FOR RELATED PURPOSES.

WHEREAS, the Board of Trustees of Memorial ("Board of Trustees") hereby finds, determines, adjudicates and declares as follows:

1. Memorial is currently governed by the Board of Trustees in accordance with the provisions of Section 41-13-10, et seq. of the Mississippi Code of 1972, as amended (the "Act").

2. In an effort to improve access to medical services in Memorial's service area, the Board of Trustees has determined and found that it is in the best interest of the citizens of Memorial's service area, for the Board of Trustees, to approve and enter into a ground lease with MSPA, subject to the approval of Memorial's owners, the City of Gulfport and the Gulfport-West Harrison County Hospital District, by and through Harrison County, Mississippi, for the construction of and operation of a medical clinic at the Port of Gulfport, including but not limited to, the following terms: leased premises to be a parcel of real property approximately one acre in size at a location mutually agreed upon by Memorial and MSPA; initial lease term of five (5) years with Memorial's option to renew for up to nine (9) consecutive renewal terms which renewal periods will consist of five (5) years each; Memorial to pay rent of $25,000 per year during the initial term, with rent for each renewal term to be increased based on the average CPI over the prior 5-year term; Memorial to construct, at its cost, a medical clinic of approximately 3,000 sq. ft. at an approximate cost of $768,300.00; MSPA to retain ownership of the medical clinic and all improvements upon the expiration or termination of the lease; during the initial term and all renewal terms, only Memorial has the right to terminate the lease without cause; and any and all other terms and conditions as may be mutually agreed upon by Memorial and MSPA.

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

SECTION 1. The Board of Trustees hereby approves and authorizes Memorial to enter into a ground lease with MSPA, subject to the approval of Memorial's owners, the City of Gulfport and the Gulfport-West Harrison County Hospital District, by and through Harrison County, Mississippi, for the construction of and operation of a medical clinic at the Port of Gulfport, including but not limited to, the following terms: leased premises to be a parcel of real property approximately one acre in size at a location mutually agreed upon by Memorial and MSPA; initial lease term of five (5) years with Memorial's option to renew for up to nine (9) consecutive renewal terms which renewal periods will consist of five (5) years each; Memorial to

pay rent of $25,000 per year during the initial term, with rent for each renewal term to be increased based on the average CPI over the prior 5-year term; Memorial to construct, at its cost, a medical clinic of approximately 3,000 sq. ft. at an approximate cost of $768,300.00; MSPA to retain ownership of the medical clinic and all improvements upon the expiration or termination of the lease; during the initial term and all renewal terms, only Memorial has the right to terminate the lease without cause; and any and all other terms and conditions as may be mutually agreed upon by Memorial and MSPA.

SECTION 2. The Board of Trustees hereby authorizes and directs the President/Chief Executive Officer to execute and deliver a ground lease between Memorial and MSPA as provided in Section 1, above.

SECTION 3. This Resolution shall become effective immediately upon adoption and supersedes any prior Resolution of the Board of Trustees regarding the ground lease between Memorial and MSPA.

Trustee Fredericks seconded the Motion to adopt the foregoing Resolution, and the question being put to a roll call vote, the result was as follows:

Carlos Bell	Voted: recused
Dr. Thad Carter	Voted: Yes
Gary Fredericks	Voted: Yes
Carrolyn Hamilton	Voted: Yes
A.J.M. Oustalet, III	Voted: Yes
Claire Tindell	Voted: Absent
David White	Voted: Yes

The Motion having received the affirmative vote of the members present, the Chairman of the Board of Trustees declared the Motion carried and the Resolution adopted, on the 11 day of November, 2019.

David White, Chairman

ATTEST:

Carlos Bell, Secretary Specialty appt Sec of ~~11/19~~

CERTIFICATE

I, David White, Chairman of the Board of Trustees of Memorial Hospital at Gulfport, hereby certify the foregoing is a true and correct copy of a Resolution adopted at a duly authorized meeting of the Board of Trustees held on the 11 day of November, 2019, at which a quorum was present.

This the 11 day of November, 2019.

David White, Chairman

MEMORIAL HOSPITAL AT GULFPORT

GROUND LEASE WITH MISSISSIPPI STATE PORT AUTHORITY

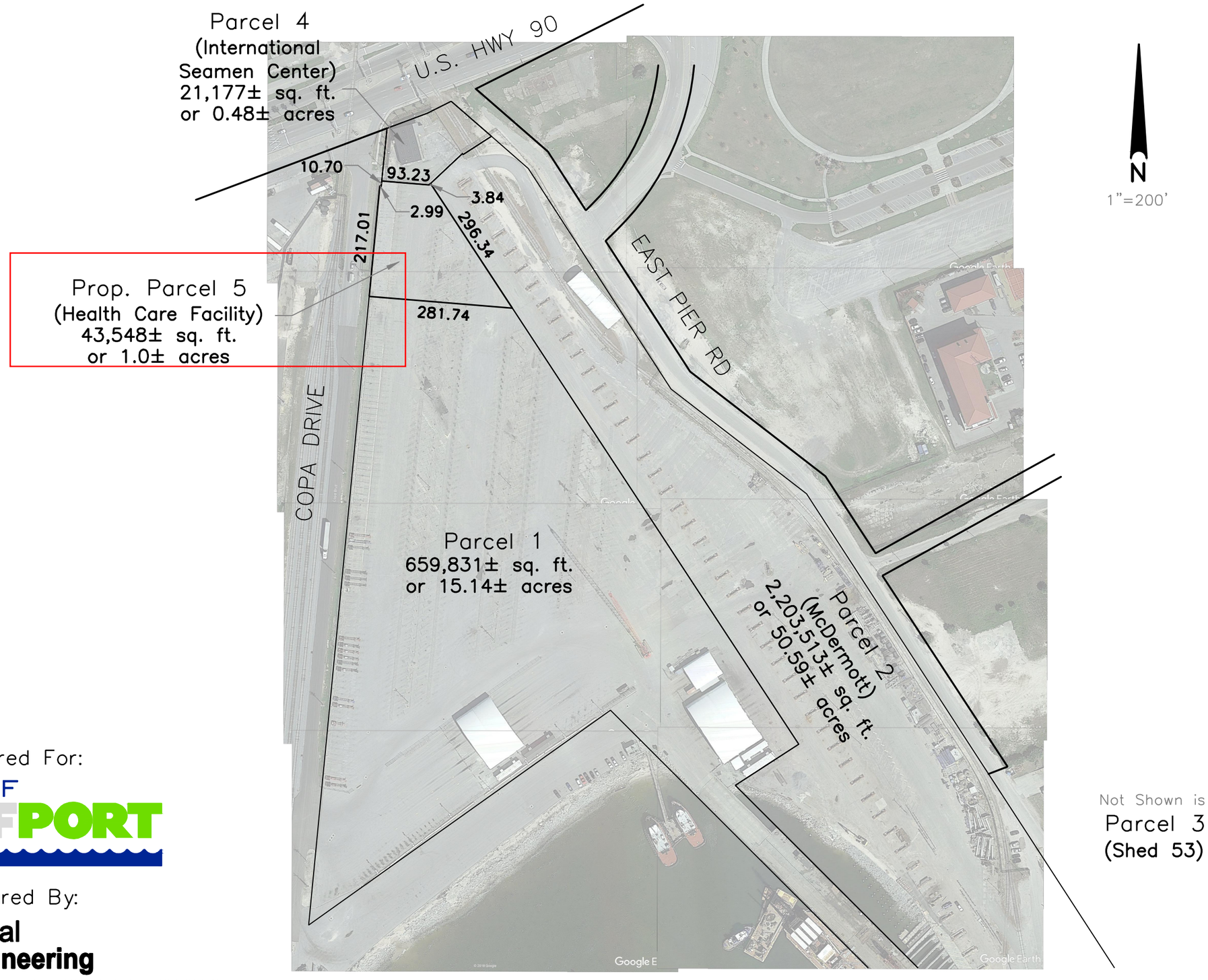
EXECUTIVE SUMMARY FOR
CITY COUNCIL OF GULFPORT

November 18, 2019

Subject to the approval of its Owners, Memorial Hospital at Gulfport ("Memorial") and the Mississippi State Port Authority ("MSPA") will enter into a ground lease, whereby Memorial will construct and operate a medical clinic at the Port of Gulfport on a parcel of real property approximately one acre in size near the intersection of Copa Drive and U.S. Highway 90. A copy of a plat showing the location of the subject property is attached. At its cost, Memorial will construct an office building of approximately 3,000 square feet to include seven (7) exam rooms, three (3) provider offices, business office, reception area, and nursing station. The primary care medical clinic will support up to 140 patients per day and include basic radiology and laboratory services.

The lease will include the following terms: initial lease term of five (5) years with Memorial's option to renew up to nine (9) consecutive renewal terms which renewal periods will consist of five (5) years each; Memorial to pay rent of $25,000 per year during the initial term, with rent for each renewal term to be increased based on the average CPI over the prior 5-year term; Memorial to construct, at its cost, a medical office of approximately 3,000 square feet at an approximate cost $768,300.00; MSPA to retain ownership of the medical clinic and all improvements upon the expiration or termination of the lease; during the initial term and all renewal terms, only Memorial has the right to terminate the lease without cause; and any and all other terms and conditions as may be mutually agreed upon by Memorial and MSPA.

Memorial is excited about this new opportunity and the ability to expand primary care for the citizens of the hospital's service area, including the City of Gulfport and Harrison County. Kent Nicaud will be present at the City Council meeting to answer any questions.



N

1"=200'

Not Shown is
Parcel 3
(Shed 53)

Prepared For:

PORT OF GULFPORT

Prepared By:

digital engineering
314 COLEMAN AVENUE, WAVELAND, MISSISSIPPI 39576 - PH. (228) 463-0130

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 ONE FOR ONE REGISTER EXCHANGE AGREEMENT WITH MASTER METER, INC, TO APPROVE AGREEMENT BETWEEN THE CITY OF GULFPORT AND MATER METER, INC., TO AUTHORIZE THE MAYOR (OR DESIGNEE) TO EXECUTE THE SAME ON BEHALF OF THE CITY, AND FOR RELATED PURPOSES

WHEREAS, the City desires to exchange or upgrade its aging 3G or 3G Interpreter registers; and

WHEREAS, Master Meter, Inc. has proposed a 3G exchange offer that allows the City to exchange or upgrade its aging 3G or 3G Interpreter registers at a significantly discounted cost, as more fully set forth in the supporting documentation (see Exhibit "A" attached hereto), and as recommended by Wayne Miller, City Engineer; and

WHEREAS, the Council finds that it is in the best interest of the City to approve the One for One Register Exchange Agreement with Master Meter, Inc., for the aforementioned exchange or upgrade of its 3G or 3G Interpreter registers, and to approve the Agreement with Master Meter, Inc., concerning the same (see Exhibit "A" attached hereto).

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

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

SECTION 2. That the One for One Register Exchange Agreement with Master Meter, Inc., be approved and the proposed Agreement between Master Meter, Inc.,, and the City of Gulfport be and it is hereby approved and found to be in the best interest of the City, and the Mayor (or his designee) is, hereby, authorized to execute the same on behalf of the City of Gulfport.

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

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

Memorandum – City of Gulfport

PUBLIC WORKS

TO: Mayor Billy Hewes
Gulfport City Council

CC: Dr. John Kelly, CAO
Gerard Bellocq, Comptroller
Ryan Merrill, Assistant Director of Public Works

FROM: Wayne E. Miller, P.E., Director of Public Works

DATE: November 12, 2019

RE: Master Meter One for One Register Exchange Agreement

Attached for your consideration is a One for One Register Exchange Agreement with Master Meter. This agreement allows us to exchange or upgrade our aging 3G or 3G Interpreter registers at a significantly discounted cost. This will be the second of several register exchange agreements.

Please place this item on the December 03, 2019 Council Agenda.

This item has been approved by:

Mayor or C.A.O. _____

Attachments:

1. Master Meter One for One Exchange Agreement dated November 06, 2019

MASTER METER

November 12, 2019

Gulfport, City of
4050 Hewes Ave.
Gulfport, MS 39507

In appreciation for your business, loyalty & trust, Master Meter is delighted to offer this special 3G exchange offer.

This offer simply allows you to exchange or upgrade your aging 3G or 3G Interpreter registers at a significantly discounted cost. Any register that remains in its full warranty or in the first two years of its prorated warranty is eligible for exchange under this offer. Upgrade options include new 3G, 3G Interpreter or Allegro registers. The Allegro register option allows utilities to remain mobile, create a hybrid system or move completely to fixed network. Your system, your choice!

So how do you take advantage of this special offer? With assistance from your Master Meter representative, simply complete the information below and agree to the terms by signing and dating. Provide a signed copy along with a purchase order (if applicable) to Master Meter and save a copy for yourself.

Master Meter is pleased to offer Gulfport, City of a one-for-one exchange per the agreement outlined below:

Master Meter, Inc. agrees to sell a maximum quantity of:

QTY	Part #	Description	Price
8000	199-070-26-06-M	ALGO V1.5LCD UTG MM KIT CA MOB	$117.00ea

to Gulfport, City of in exchange for 3G registers. Master Meter will invoice Gulfport, City of at the price quoted.

- For register purchases under the Loyalty Program, if Gulfport, City of does not return an equal number of 3G/3G Interpreter registers or if the registers returned are not eligible for the upgrade offer, Gulfport, City of will be invoiced an additional $40.00 for each register not returned and each ineligible register.

- For meter purchases under the Loyalty Program, if Gulfport, City of does not return an equal number of 3G/3G Interpreter registers or if the registers returned are not eligible for the upgrade offer, Gulfport, City of will be invoiced the difference between their standard meter price and the price invoiced under this agreement for each register not returned and each ineligible register.

MASTER METER

Gulfport, City of will be responsible for the following:

- All product ordered under this exchange agreement must be accompanied by a signed purchase order including meter, register and any additional equipment purchased or provided and associated with the exchange.
- Gulfport, City of must return used registers within one hundred and eighty (180) days after shipment of new product. Should the City of Gulfport require additional time, Gulfport, City of will contact Master Meter prior to the end of the (180) days to request an extension, consent to which shall not be unreasonably withheld by Master Meter.
- Utility will properly package product for return to Master Meter.
- Gulfport, City of will follow Master Meter's Returned Material Authorization procedures during this process.
- Gulfport, City of will pay freight for shipment of all used product Master Meter's warehouse located in Mansfield, Texas.

Upon receipt of your purchase order, Master Meter will enter an order for the replacement product and issue an RMA number for the product to be returned. The RMA number should be clearly marked on all return packaging.

Please sign below to approve this agreement and return a copy to Master Meter.

We look forward completing your exchange as quickly as possible and sincerely appreciate your continued business and support.

Sincerely,

Signature: _____ 11/12/2019

Brandon Foster
Master Meter, Inc.

Signature: _____ 11/12/2019

Mayor Billy Hewes
City of Gulfport

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 THREE (3) "STANDARD COMMERCIAL SECURITY AGREEMENTS") BETWEEN THE CITY OF GULFPORT AND ALL SAFE TECHNOLOGIES, LLC, AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to enter into three (3) "Standard Commercial Security Agreements" with All Safe Technologies, LLC concerning electronic security system alarm services and equipment to be installed in Gulfport Police Department facilities; and

WHEREAS, three (3) proposed "Standard Commercial Security Agreement" documents are attached hereto as Exhibits "A" (2220 15th Street), "B" (3700 8th Avenue), "C" (5001 Old Pass Road) are attached hereto; and

WHEREAS, approval of the proposed Agreements is believed to be in the best interest of the City of Gulfport.

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

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

Section 2. That the proposed "Standard Commercial Security Agreement" documents are attached hereto as Exhibits "A" (2220 15th Street), "B" (3700 8th Avenue), "C" (5001 Old Pass Road), be and they are hereby approved in the form as attached hereto as Exhibits "A", "B", and "C" and the Mayor is hereby authorized to execute the same on behalf of the City of Gulfport.

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

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

AYES	**NAYS**	**ABSENT**

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

Complaints against licensees may be directed to:
Alabama Electronic Security Board of Licensure
7956 Vaughn Road PMB 392, Montgomery, AL 36116, (334) 264-9388
AL License No.: 832, MS License No.: 15005764

ALL SAFE TECHNOLOGIES, LLC
2620 25TH Avenue
Gulfport, MS 39501
(228) 575-9550

STANDARD COMMERCIAL SECURITY AGREEMENT

Date: 11/20/2019

Subscriber's Name: City of Gulfport Telephone No.: 228-868-5919

Address: 2220 15th Street, Gulfport, MS 39501

1. ALL SAFE TECHNOLOGIES, LLC (hereinafter referred to as "AST" or "ALARM COMPANY") agrees to sell, install and program, at Subscriber's premises, and Subscriber agrees to buy, an electronic security system consisting of the equipment and services described in the **attached Schedule of Equipment and Services.**

Purchase Price: $ 2,432.00
Taxes: $ 0.00
Total: $ 2,432.00
Down Payment: _____

Approximate date work to begin 12/15/2019
Estimated date work to be substantially completed 12/16/2019
Balance due in ____ equal payments of _____
Balance due upon completion of installation $ 2,432.00

2. DESCRIPTION OF EQUIPMENT AND SERVICES:
Check Services Provided:
☑ Monitoring ☑ Service ☐ Inspection ☐ Remote Subscriber Access/Cameras ☐ Access Control Administration
☐ Alarm Signal Verification ☐ Guard Response ☐ Other: (See Attached Schedule of Equipment and Services.)

3. PASSCODE TO CPU SOFTWARE REMAINS PROPERTY OF AST: Provided Subscriber performs this agreement for the full term thereof, upon termination ALARMCOMPANY shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code. Software programmed by AST is the intellectual property of AST and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties. The Equipment shall remain personal property and shall not be considered a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by AST.

CHECK BOX FOR APPROPRIATE SERVICES:

4. SERVICES AND CHARGES. Only services selected are included: All recurring charges are billed [select one option]:
☑ **Monthly** ☐ **Quarter Annually** ☐ **Semi Annually** ☐ **Annually In Advance**

(a) CENTRAL STATION MONITORING CHARGES: Subscriber agrees to pay AST:

☑ **(i)** The sum of $ 29.95 , plus tax, per month, payable in advance for the monitoring of the Security System for the term of this agreement commencing on the first day of the month next succeeding the date hereof, and continuing monthly thereafter, all payments being due on the first of the month: ☐ Telephone ☑ Cellular/Radio ☐ High Speed Internet Monitoring ☑ Intrusion ☐ Panic Alarm
☐ Other: **(See attached Schedule of Equipment and Services.)**

☑ **(b) SERVICE (Strike out i or ii)**
☑ **(i)** Subscriber agrees to pay AST on a per call basis. If this agreement provides for service on a per call basis, Subscriber agrees to pay AST for all parts and labor at time of service. Subscriber is not obligated to call AST for per call service and AST is under no duty to provide service except its warranty service during warranty period. Service by anyone other than AST during warranty period relieves AST of any further obligations under the Limited Warranty. Initial here for per call service option_____

☐ **(ii)** Subscriber agrees to pay AST for service of the alarm equipment the sum of $ plus tax, per month, payable in advance for the term of this agreement, commencing the first day of the month next succeeding the date hereof, all payments being due on the first of the month.

☐ **(c) INSPECTION:** Subscriber agrees to pay AST $ plus tax, per month, payable in advance for the term of this agreement for inspection service. If this option is selected AST will make an annual inspection of the security system. Unless otherwise noted in the Schedule of Equipment and Services inspection service includes testing of all components to insure proper working order. If UL Certified the inspection will comply with UL Requirements. AST will notify Subscriber 30 days in advance of inspection date, and it is Subscriber's responsibility to reschedule or permit access. Only one scheduled inspection is included. Testing at inspection insures only that components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair.

☐ **(d) ALARM SIGNAL VERIFICATION:** Subscriber agrees to pay AST the sum of $_____ plus tax, per month, for the term of this agreement. If Subscriber selects Alarm Signal Verification as a service to be provided, or if Alarm Signal Verification is required by law, AST or its designated central office shall verify the alarm signal by electronic telephone communication, video verification or such other verification system deemed appropriate by AST or as required by local law and only verified alarm conditions shall be communicated to police or fire department.

☐ **(e) REMOTE SUBSCRIBER ACCESS / FOR VIDEO STREAMING DATA [VSD] / CLOSED CIRCUIT TV [CCTV]:** Subscriber agrees to pay AST the sum of $_____ plus tax, per month for the term of this agreement. Select remote access / video services to be provided:
☐ Local DVR ☐ Central Station Remote Video Monitoring for Streaming Video Data
☐ Video Clips Monitored Upon Alarm Activation Only ☐ Verification video clips ☐ Data Storage and Retrieval
☐ Remote Access By Subscriber ☐ Other (describe):

☐ **(f) ACCESS CONTROL ADMINISTRATION SERVICES:** Subscriber agrees to pay AST the sum of $_____ plus tax, per month, for the term of this agreement. Select Access Control Administration services to be provided:
☐ Remote Access Administration ☐ On-site Administration ☐ Data Storage ☐ Data Backup

TOTAL OF MONTHLY SERVICES $ 29.95 TAXES $ 0.00 TOTAL BILLED FOR MONTHLY SERVICES $ 29.95

TOTAL OF EQUIPMENT AND INSTALLATION BALANCE $_____ IN _____ EQUAL PAYMENTS THROUGH _____

5. TERM OF AGREEMENT: RENEWAL: The term of this agreement shall be for a period of five years and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the agreement at least 30 days prior to the expiration of any term. After the expiration of one year from the date hereof AST shall be permitted from time to time to increase the monitoring charge by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase. AST may invoice Subscriber in advance monthly, quarterly, or annually at AST's option.

6. CENTRAL OFFICE MONITORING SERVICES: Upon receipt of a signal from Subscriber's alarm system, AST or its designee central office shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department depending upon the type of signal received. Not all signals will require notification to the authorities and subscriber may obtain a written response policy from AST. No response shall be required for supervisory, loss of communication pathway, trouble or low battery signals. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of AST or AST's designee central office and AST does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication pass through communication networks wholly beyond the control of AST and are not maintained by AST except AST may own the radio network, and AST shall not be responsible for any failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish AST with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Call List AST will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with AST's notification obligation. All changes and revisions shall be supplied to AST in writing. Subscriber authorizes AST to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting central office to monitor video or sound then upon receipt of an alarm signal central office shall monitor video or sound for so long as central office in its sole discretion deems appropriate to confirm an alarm condition. If Subscriber requests AST to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay AST $90.00 for each such service. AST may, without prior notice, suspend or terminate its services, in central office's sole discretion, in event of Subscriber's default in performance of this agreement or in event central office facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms. Central office is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by AST.

7. SERVICE: Service pursuant to paragraph 4(b)(ii), includes all parts and labor, and AST shall service upon Subscriber's request the security system installed in Subscriber's premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration to the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense. No apparatus or device shall be attached to or connect with the security system as originally installed without AST's written consent.

8. SUBSCRIBER REMOTE ACCESS: If Remote Access is included in the Schedule of Equipment and Services to be installed and services provided by AST, the equipment will transmit data via Subscriber's high speed Internet, cellular or radio communication service to Subscriber's Internet connection device which is compatible with AST's remote services. AST will grant access to server permitting Subscriber to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera(s) and control other remote automation devices that may be installed. The remote services server is provided either by AST or a third party. AST shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. AST shall have no responsibility for failure of data transmission, corruption or unauthorized access and shall not monitor or view the camera data.

9. WIRELESS AND INTERNET ACCESS CAPABILITIES: Subscriber is responsible for supplying high speed Internet access and or wireless services at Subscriber's premises. AST does not provide Internet service, maintain Internet connection, wireless access or communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server. In consideration of Subscriber making its monthly payments for remote access to the system AST will authorize Subscriber access. AST is not responsible for Subscriber's access to the Internet or any interruption of service or down time of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by Subscriber to access the system. Subscriber acknowledges that Subscriber's security system can be compromised if the codes or devices used for access are lost or accessed by others and AST shall have no liability for such third party unauthorized access. AST is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock out codes. AST is not responsible for access to wireless networks or devices that may not be supported by communication carriers and upgrades to subscriber's system will be at subscriber's expense.

10. ACCESS CONTROL SYSTEM OPERATION AND LIMITATIONS: If selected as a service to be provided and included in the Schedule of Equipment and Services, Access Control equipment shall be connected to a computer supplied by the Subscriber and connected to Subscriber's computer network. If data storage or backup is selected service AST or its designee shall store and /or backup data received from Subscriber's system for a period of one year. AST shall have no liability for data corruption or inability to retrieve data even if caused by AST's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Internet access is not provided by AST and AST has no responsibility for such access or IP address service. AST shall have no liability for unauthorized access to the system through the Internet or other communication networks or data corruption or loss for any reason whatsoever.

11. (a) ACCESS CONTROL ADMINISTRATION: If selected as a service to be provided AST will maintain the data base for the operation of the Access Control System. Subscriber will advise AST of all change in personnel and or changes access levels of authorization and restrictions, providing Access card serial numbers or biometric data and such information that Subscriber deems necessary to identify personnel. All communication by Subscriber to AST regarding personnel access must be in writing via email or fax to addresses designated by AST. AST shall have remote Internet access to the Subscriber's designated access control computer to program and make data base updates to the system. Subscriber is responsible for maintaining its computer and computer network and Internet access

(b) VIDEO SYSTEM OPERATION AND LIMITATIONS: If selected as a service to be provided and included in the Schedule of Equipment and Services, Video equipment is attached to a digital recorder computer and Subscriber shall not use the computer for any other purpose. Subscriber shall be permitted to access and make changes to the system's operation on site and over the internet. If data storage is selected service, AST shall store data received from Subscriber's system for one year. AST shall have no liability for data corruption or inability to retrieve data even if caused by AST's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Telephone or internet access is not provided by AST and AST has no responsibility for such access or IP address service. If system has remote access AST is not responsible for the security or privacy of any wireless network system or router, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock outs. AST shall have no liability for unauthorized access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever.

12. STREAMING VIDEO DATA / CCTV: If selected as a service to be provided and included in the Schedule of Equipment, upon receipt of a video signal the video system is designed to activate in the central station and record video data reception, upon which, AST or its designee central office, shall make every reasonable effort to notify Subscriber by email, text, or voice message and the appropriate municipal police or fire department. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments or Subscriber's internal security stations are not monitored by personnel of AST or AST's designee central office and AST does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted through the internet, over telephone lines, wire, air waves, cellular, radio, internet, VOIP, or other modes of communication pass through communication networks wholly beyond the control of AST and are not maintained by AST, except AST may own the radio network, and AST shall not be responsible for any failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish AST with a written list of names and telephone numbers of those persons Subscriber wishes to receive notification of signals. All changes and revisions shall be supplied to AST in writing. Subscriber authorizes AST to access the supervisory panel to input or delete data and programming. If Subscriber requests AST to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay AST $75.00 for each such service. AST may, without prior notice, suspend or terminate its services, in central station's sole discretion, in event of Subscriber's default in performance of this agreement or in event central station facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms. Central station is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by AST.

13. GUARD RESPONSE: If guard response is specified as a service to be provided, upon receipt of an alarm signal, AST or its subcontractor shall as soon as may be practical send one or more of its guards to the Subscriber's premises. Unless guard determines that the alarm is a false alarm and that no situation requiring police or fire department services exist, the guard shall notify the central station or police

or fire department directly that an emergency situation exists and wait up to 15 minutes for the municipal police or fire department personnel or Subscriber to arrive at the premises and if permitted by the police shall assist in making a search of the premises to determine the cause of the alarm condition. If provided with keys to the premises the guard shall endeavor to secure the premises and repair the security equipment. However, Subscriber acknowledges that the guard is not required to enter the premises or to render any service to the security equipment and shall not be required to remain stationed at Subscriber's premises for more than 15 minutes after initial arrival. Subscriber authorizes the guard to take such action the guard deems necessary to secure the premises and reset the alarm, though Subscriber acknowledges that the guard may not be able to or may not have sufficient time to secure the premises or reset the alarm and put same in working order. If Subscriber requests AST to station its guard at the premises for more than 30 minutes, and AST has sufficient personnel to provide such service, and AST makes no such representation that its personnel will be available, then Subscriber agrees to pay AST $65.00 per half hour plus tax for such service. Subscriber agrees to confirm the request to AST to provide extended guard service by email, text or recorded conversation to AST at the time request is made and AST is authorized to ignore any request not confirmed within 15 minutes.

LIMITED WARRANTY ON SALE

14. In the event that any part of the security system becomes defective, or in the event that any repairs are required, AST agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. AST reserves the option to either replace or repair the alarm equipment, and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life. AST is not the manufacturer of the equipment and other than AST's limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, AST makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. AST does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, or otherwise; or that the system will in all cases provide the protection for which it is installed. AST expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than AST. AST shall not be liable for consequential damages. Subscriber acknowledges that any affirmation of fact or promise made by AST shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on AST's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that AST has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for AST's breach of this agreement or negligence to any degree under this agreement is to require AST to repair or replace, at AST's option, any equipment which is non-operational. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, AST will procure all permits required by local law and will provide certificate of workman's compensation prior to starting work.

GENERAL PROVISIONS

15. DELAY IN INSTALLATION: AST shall not be liable for any damage or loss sustained by Subscriber as a result of delay in installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including AST's negligence in the performance of this agreement. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence.

16. TESTING OF SECURITY SYSTEM: Security System, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the Security System and to notify AST if it is in need of repair. Service if provided is pursuant to paragraph 4.

17. CARE AND SERVICE OF SECURITY SYSTEM: Subscriber agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed. All repairs, replacement or alteration to the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included in warranty or service under paragraph 4(b) (ii) and will be repaired or replaced at Subscriber's expense. No apparatus or device shall be attached to or connect with the security system as originally installed without AST's written consent.

18. ALTERATION OF PREMISES FOR INSTALLATION: AST is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in AST's sole discretion for the installation and service of the security system, and AST shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system under the terms of this agreement.

19. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, Internet connection, high speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by AST.

20. LIEN LAW: AST or any subcontractor engaged by AST to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable lien laws.

21. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS: To the extent allowed by law, subscriber agrees to indemnify and hold harmless AST, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third-parties or by Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by AST's performance, negligence or failure to perform any obligation under this agreement. Parties agree that there are no third party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against AST or AST's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of AST. AST shall have the right to assign this agreement and shall be relieved of any obligations herein upon such assignment.

22. EXCULPATORY CLAUSE: AST and Subscriber agree that AST is not an insurer and no insurance coverage is offered herein. The security equipment and AST's services are designed to reduce certain risks of loss, though AST does not guarantee that no loss will occur. AST is not assuming liability, and, therefore, shall not be liable to Subscriber for any loss, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber as a result of intrusion, burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by AST's negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty. In the event of any loss or injury to any person or property, Subscriber agrees to look exclusively to Subscriber's insurer to recover damages. Subscriber releases AST from any claims for contribution, indemnity or subrogation.

23. INSURANCE: The Subscriber shall maintain a policy of public liability, property damage, burglary and theft insurance under which AST is named as additional insured. AST shall not be responsible for any portion of any loss or damage which is recovered or recoverable by the Subscriber from insurance covering such loss or damage or for such loss or damage against which the Subscriber is indemnified or insured. In the event of any loss or injury to any person or property, Subscriber agrees to look exclusively to Subscriber's insurer to recover damages. Subscriber shall obtain insurance to cover any loss the security services are intended to detect to one hundred percent of the insurable value, and Subscriber and all those claiming rights under Subscriber waive all rights against AST and its subcontractors for loss or damages caused by burglary, theft, water, smoke, fire or other perils intended to be detected by the security services or covered by insurance to be obtained by Subscriber, except such rights as they may have to the proceeds of insurance.

24. LIMITATION OF LIABILITY: Subscriber agrees that should there arise any liability on the part of AST as a result of AST's negligent performance to any degree or negligent failure to perform any of AST's obligations pursuant to this agreement or any other legal duty, equipment failure, or strict products liability, that AST's liability shall be limited to the sum of $250.00 or 5% of the sales price or 6 times the aggregate of monthly payments for services being provided at time of loss, whichever is greater. If Subscriber wishes to increase AST's amount of limitation of liability, Subscriber may, as a matter of right, at any time, by entering into a supplemental agreement, obtain a higher limit by paying an annual payment consonant with AST's increased liability. This shall not be construed as insurance coverage.

25. LEGAL ACTION: The parties agree that due to the nature of the services to be provided by AST, the monthly or other periodic payments to be made by the Subscriber for the term of this agreement form an integral part of AST's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix AST's actual damages. Therefore, in the event Subscriber defaults in the payment or any charges to be paid to AST, the balance of all payments for the entire term herein shall immediately become due and payable, and Subscriber shall be liable for 80% thereof as liquidated damages and AST shall be permitted to terminate all its services , including but not limited to terminating monitoring service, under this agreement and to remotely re-program or delete any programming without relieving Subscriber of any obligation herein.

In any action commenced by AST against Subscriber, Subscriber shall not be permitted to interpose any counterclaim, and for the subscribers located in Mississippi beyond those explicitly authorized by Mississippi Code §75-24-15. The parties agree that they may bring claims against the other only in their individual capacity, and not as a class action plaintiff or class action member in any purported class or representative proceeding.

Subscriber submits to the jurisdiction and laws of Mississippi and agrees that any litigation or arbitration between the parties must be commenced and maintained in the county where AST's principal place of business is located. The parties waive trial by jury in any action between them unless prohibited by law. All actions or proceedings against AST must be based on the provisions of this agreement.

26. AST'S RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that AST is authorized and permitted to subcontract any services to be provided by AST to third parties who may be independent of AST, and that AST shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties, except that AST shall not obligate Subscriber to make any payments to such third parties. Subscriber appoints AST to act as Subscriber's agent with respect to such third parties, except that AST shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges, that this agreement, and particularly those paragraphs relating to AST's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and third party indemnification, inure to the benefit of and are applicable to any assignee, subcontractors and central offices of AST.

27. NON-SOLICITATION: Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of AST assigned by AST to perform any service for or on behalf of Subscriber for a period of two years after AST has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, AST shall recover from Subscriber an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with AST, times twelve, together with AST's counsel and expert witness fees.

28. FALSE ALARMS / PERMIT FEES: Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse AST for any fines relating to permits or false alarms. AST shall have no liability for permit fees, false alarms, false alarm fines, police or fire response, any damage to personal or real property or personal injury caused by police or fire department response to alarm, whether false alarm or otherwise, or the refusal of the police or fire department to respond. In the event of termination of police or fire response by the municipal police or fire department this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should AST be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay AST for such service or material.

29. SECURITY INTEREST / COLLATERAL: To secure Subscriber's obligations under this agreement Subscriber grants AST a security interest in the security equipment installed by AST and AST is authorized to file a financing statement.

30. CREDIT INVESTIGATION: Subscriber and any guarantor authorizes AST to conduct credit investigations from time to time to determine Subscriber's and guarantor's credit worthiness.

31. FULL AGREEMENT / SEVERABILITY: This agreement along with the Schedule of Equipment and Services constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties, except AST's requirements regarding items of protection provided for in this agreement imposed by Authority Having Jurisdiction. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document, agreement, purchase order or understanding between the parties, the terms of this agreement shall govern. Should any provision of this agreement be deemed void, the remaining parts shall not be effected.

32. LIMITATION: The various provisions of this agreement apply only to the extent that subscriber, as a governmental entity, is authorized by the laws of Mississippi to enter into such provisions.

SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS 4 PAGE AGREEMENT AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION.

ALL SAFE TECHNOLOGIES, LLC:

By: Rick Waters

Digitally signed by Rick Waters
DN: cn=Rick Waters, o, ou, email=rwaters@allsafetec.com, c=US
Date: 2019.11.20 08:58:07 -06'00'

Subscriber agrees to have its credit card automatically charged for all charges under this agreement.

Subscriber: Signature by Authorized Officer

Title of Person Signing

Credit Card #: _____

Expiration Date: _____ Security Code: _____

☐ Mastercard ☐ Visa ☐ American Express

Cardholder's Name (As it appears on credit card)

Billing Address: _____

Subscriber's Email Address:

City of Gulfport

Name of Subscriber to be Printed Above

Subscriber: Signature by Authorized Officer — Title of Person Signing

Tax ID or EIN

The undersigned personally guarantees Subscriber's performance of this agreement and agrees to be bound by all terms as a party herein.

Signature (Name Must Be Printed Below) SS#

Print Name — Residence Address

SUBSCRIBER:

KIRSCHENBAUM CONTRACTS®Copyright 7/14

Complaints against licensees may be directed to:
Alabama Electronic Security Board of Licensure
7956 Vaughn Road PMB 392, Montgomery, AL 36116, (334) 264-9388
AL License No.: 832, MS License No.: 15005764

ALL SAFE TECHNOLOGIES, LLC
2620 25TH Avenue
Gulfport, MS 39501
(228) 575-9550

SCHEDULE OF EQUIPMENT AND SERVICES

Describe Equipment (Model #):

2 Qolsys IQ2+ Control Panel with Power G

6 Encrypted Door Contacts

6 Encrypted Motion Sensors

Describe Services:

1 Monthly Monitoring

1 Cellular Communication

ALL SAFE TECHNOLOGIES, LLC:

By: Rick Waters

Security Sales Consultant
Title

SUBSCRIBER:

Signature (Name must be printed below)

Print Name

ALARM SYSTEM MONITORING AGREEMENT

COMPANY NAME	DEALER NUMBER

LINE CARD		ACCOUNT NUMBER	

SUBSCRIBER NAME		PRIMARY CONTACT NUMBER
City of Gulfport		
ADDRESS		SECONDARY CONTACT NUMBER
2220 15th St.		
CITY	STATE	ZIP
Gulfport	MS	39501

SPECIAL INSTRUCTIONS:

PIN (Personal Identification Number)	EQUIPMENT TYPE	SIGNAL FORMAT	TEST SCHEDULE	OPEN/CLOSE

	LIST OF AUTHORITIES	TELEPHONE NUMBER	PERMIT NUMBER
1	POLICE		
2	FIRE		
3	EMS		
4	OTHER		

	PARTIES TO BE NOTIFIED	PIN	TELEPHONE NUMBER
1			
2			
3			
4			
5			

ALARM CODES AND OPTIONS

ZONES	SIGNAL	DESCRIPTION	SILENT/ AUDIBLE	VERIFY ?	DISPATCH ?	DISPATCH NUMBER	NOTIFY ?	INDICATE NOTIFY NUMBER	NOTIFY ALARM CO. ?

BY SIGNING THIS MONITORING AGREEMENT, SUBSCRIBER ACKNOWLEDGES THAT THEY HAVE READ THE TERMS CONTAINED ON THE REVERSE SIDE AND THAT SUCH TERMS ARE A MATERIAL PART OF THIS AGREEMENT AND AGREES TO THE TERMS AND CONDITIONS AS SET FORTH. SECTIONS 4, 7, 8 AND 9 LIMIT OUR LIABILITY TO $500 IF YOU OR ANYONE ELSE SUFFERS ANY HARM (DAMAGES OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH) BECAUSE THE SYSTEM FAILED TO OPERATE PROPERLY, OR WE WERE NEGLIGENT OR ACTED IMPROPERLY.

SUBSCRIBER SIGNATURE	SUBSCRIBER NAME PRINTED	DATE
Rick Waters Digitally signed by Rick Waters DN: cn=Rick Waters, o, ou, email=rwaters@allsafetec.com, c=US Date: 2019.11.20 09:24:09 -06'00'	Rick Waters	
DEALER SIGNATURE	DEALER NAME PRINTED	APPROVED BY SENTRYNET

MONITORING SERVICE WILL NOT BEGIN UNTIL SENTRYNET HAS RECEIVED A FULLY EXECUTED COPY OF THIS AGREEMENT, VALID TEST SIGNALS FROM THE SYSTEM AND ANY REQUIRED LICENSING INFORMATION.

TERMS AND CONDITIONS

1. MONITORING SERVICE: You have requested and authorized us to provide monitoring services for an alarm system ("system") installed or to be installed by All Safe Technologies (“Installer”). Installer and Subscriber have entered into an Agreement wherein and whereby Installer will provide monitoring services for Subscriber, such services to consist solely of those described herein. Installer has subcontracted such monitoring services to us and we agree to perform monitoring services solely as the subcontractor of Installer upon the terms and conditions set forth in this Agreement. INSTALLER IS NOT OWNED OR OPERATED BY US AND IS INDEPENDENT. YOU AGREE THAT WE DO NOT ASSUME AND SHALL NOT BE LIABLE FOR ANY ACTS OR OMISSIONS OF INSTALLER. When a signal from the system is received in our monitoring facility we will try to telephone the proper police or fire department, paramedic unit or other authorities, the first available person on your emergency call list and Installer. To avoid false alarms, we may call your premises first to determine if an actual emergency exists before we call any authorities. If we have reason to believe that no actual emergency exists, we may choose not to place such calls. We may discontinue any particular response service by giving you written notice if required to do so by any governmental agency or our liability insurance provider. MONITORING SERVICE WILL NOT BEGIN UNTIL WE HAVE RECEIVED AN APPROVED: (A) A FULLY EXECUTED COPY OF THIS AGREEMENT, (B) VALID TEST SIGNALS FROM THE SYSTEM, AND (C) ANY REQUIRED LICENSING INFORMATION. All monitoring fees are paid to us by the Installer.

2. TERM OF AGREEMENT: SUSPENSION, DISCONNECTIONS: This agreement shall continue for as long as Installer contracts with us for the performance of monitoring services for you. We may terminate monitoring services by giving you ten (10) days prior written notice, in the event that (i) Installer notifies us of its termination of service for you for any reason, (ii) Installer fails or refuses to make payments for services furnished or to be furnished to you by us, or (iii), the system is not maintained in good operating condition and repair. Upon giving such notice, this Agreement and all of our responsibilities hereunder shall come to end and neither party hereto shall have any claim against the other for any further obligations. Upon termination of this Agreement for any reason, you agree to permit us to discontinue monitoring and further permit either Installer or our designee to enter your premises and disconnect your system from our monitoring network. You understand that we may stop or suspend monitoring service if (a) strikes, severe weather, earthquakes or other such events beyond our control affect the operation of our monitoring facility to the extent that continuing service would be impractical; (b) there is an interruption or unavailability of the telephone or internet service between the system and our monitoring facility; (c) we are unable to provide service because of some action or ruling by any governmental authority.

3. TRANSMISSION LINES: TRANSMISSION FACILITIES: The system includes a communicator that sends signals to the Center by one of the following methods.

   a. Standard Telephone Service. The communicator is connected to your standard landline telephone service. We recommend the use of an RJ31X or equivalent telephone jack to give the system priority over other telephones in your premises, however, when the system is activated, you will be unable to use your telephone to make other calls (such as calls to the 911 emergency operator), and therefore, you may wish to have the system connected to a second telephone line. You agree to reimburse us for any costs we may incur to reprogram the system’s communication devices because of area code changes or other dialing pattern changes.

   b. Cellular or Radio Transmission. If cellular or radio service is used as a primary or secondary transmission path, the communicator is connected to our cellular or radio network. Cellular or radio transmissions may be impaired or interrupted by atmospheric conditions, including electrical storms, power failures or other conditions and events beyond our control.

   c. Internet Transmission. The communicator is connected to the Internet, which uses your DSL telephone service [or cable service.] In order for the system to transmit signals, it must have uninterrupted access to an Internet connection. You further acknowledge that signals are transmitted over the Internet, which is wholly beyond our control and is maintained and serviced solely by the applicable telephone or cable utility and Internet service provider.

   d. The use of DSL, BPL, VoIP or other broadband or Internet-based telephone service may prevent the system from transmitting alarm signals to the Monitoring Center, after it is installed or at any time in the future, and/or interfere with the telephone line-seizure feature of the system. You agree to notify the installer and us if you have installed or intend to install DSL, VoIP, BPL or other broadband or Internet service. IMMEDIATELY AFTER THE INSTALLATION OF DSL, VoIP, BPL, OR OTHER BROADBAND OR INTERNET SERVICE YOU MUST TEST THE SYSTEM'S SIGNAL TRANSMISSION WITH THE MONITORING CENTER.

   You further acknowledge that signals are transmitted over telephone lines, cellular, radio or the internet, which are wholly beyond our control and are maintained and serviced solely by the applicable telephone, cellular, radio or internet provider.

4. FALSE ALARMS: You agree that you or others using the system will use it carefully so as to avoid causing false alarms. If we receive too many false alarms we may cancel monitoring service. If a false alarm fine or penalty is charged to us by any governmental agency, you will repay us for the charge.

5. SUBSCRIBERS DUTIES: You will instruct all persons who may use the system on its proper use. You will test the system and send test signals to our monitoring facility in accordance with our instructions at least monthly. If a problem in the system occurs you will notify the Installer and us immediately. You will obtain and keep in effect all permits and licenses that may be required for the installation and operation of the system. You will notify the installer and us in writing of any changes in the persons or telephone numbers of the information contained on the reverse side of this agreement. (IF THE SYSTEM INCLUDES ANY WIRELESS DEVICES, INCLUDING A PERSONAL PENDANT, THEY ARE BATTERY OPERATED. YOU ARE RESPONSIBLE FOR TESTING THE DEVICES AND REPLACING THE BATTERIES AS NEEDED AND AT LEAST ONCE A YEAR.)

6. ASSIGNEES: We may transfer or assign this agreement to any other alarm company. You may not transfer this agreement to someone else (including someone who purchase or rents your premises) unless we approve the transfer in writing.

7. SENTRYNET IS NOT AN INSURER: LIMITATION OF LIABILITY: You understand: (a) we are not an insurer of your property or the personal safety of persons in your premises; (b) you should provide any insurance on yourself and others who may use the system; (c) the amount you pay to us or Installer for our services is based only on the value of the service we provide; (d) alarm systems and our monitoring service may not always operate properly for various reasons; (e) it is difficult to determine how fast the police or fire department, paramedics, persons you have designated, or others will respond to an alarm signal; (f) the system, service and transmission lines are limited as set forth in Sections 2 and 4 herein; (g) it is difficult to determine what portion, if any, of any property loss, personal injury or death would be proximately caused by our failure to perform, our negligence, or a failure of the system.

   THEREFORE YOU AGREE:

   Even if a court or other tribunal decides that our breech of this Agreement, a failure of the system, our negligence, or a failure of the installation, monitoring or repair service caused or allowed any harm or damage (whether property damage, personal injury or death) to you or anyone in your premises you agree that our liability shall be limited to $500.00, and this shall be your only remedy regardless of what legal theory is used to determine that SENTRYNET was liable for the injury or loss. The limit of liability shall also apply to any of SENTRYNET’s related entities, including parents, affiliates, successors and assigns.

8. THIRD PARTY INDEMNIFICATION AND SUBROGATION: If anyone other than you, asks SENTRYNET or its parent or other related entity to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) a failure of the alarm system or services, our negligence, (ii) any other improper or careless activity of SENTRYNET in providing the alarm system or services or (iii) a claim for indemnification or contribution, you will repay to SENTRYNET (a) any amount which a court orders us to pay or which we reasonably agree to pay, and (b) the amount of our reasonable attorney's fees and other loss or costs that we may pay in connection with the harm or damages. Unless prohibited by your property insurance policy, you agree to release SENTRYNET form any claims of any parties suing through your authority or in your name, such as your insurance company, and you agree to defend us against any such claim. You will notify your insurance company of this release.

9. LIMITATION OF LAWSUITS: WAIVER OF JURY TRIAL: Both SENTRYNET and Subscriber agree that no lawsuit or any other legal proceeding connected with this agreement shall be brought or filed more than one year after the incident giving rise to the claim occurred. In addition any such legal proceeding shall not be heard before a jury. Each party gives up any right to a jury trial.

10. ENTIRE AGREEMENT: The entire and only agreement between you and SENTRYNET is written in this Agreement. It replaces any earlier oral or written understandings or agreements. It may only be changed by a written agreement signed by you (and if married, your spouse) and us. If you have given or ever give the Installer or us a purchase order for the service which provides for different terms than this agreement, this agreement will govern and be controlling. THIS AGREEMENT CANNOT BE AMENDED, ALTERED OR MODIFIED, BY ANY AGREEMENT ENTERED INTO BETWEEN INSTALLER AND YOU. OUR DUTY AND OBLIGATION TO PROVIDE MONITORING SERVICE TO YOU ARISE SOLELY FROM THIS AGREEMENT. You are not a third party beneficiary to any agreement between the Installer and us. If any provision of this agreement is found to be invalid or illegal by a court, the balance of the agreement shall remain in force.

IF YOU HAVE A COMPLAINT PLEASE CONTACT THE OFFICE BELOW. Alarm companies are licensed and regulated by the following agencies:
Alabama Electronic Security Board of Licensure, 7956 Vaughn Road, PMB 392, Montgomery, AL 36116, 334-264-9388
Arkansas State Police, #1 State Police Plaza Drive, Little Rock, AR 72209, 501-618-8605
Bureau of Security and Investigative Services, Depart of Consumer Affairs, P.O. Box 989002, Sacramento, CA 95814, 916-322-4000
Delaware State Police Detective Licensing Section, P.O. Box 430, Macon, Dover, DE 19903, 302-739-5991
Delaware State Fire Marshall, P.O. Box 166A RD 2, Dover, DE 19904. 302-7369-5665
Florida Electrical Contractors Licensing Board, 1950 North Monroe Street, Tallahassee, FL 32399-0771, 850-487-1395
Factory Mutual Research, 1151 Boston-Providence Turnpike, Norwood, MA 02062, 781-762-4300
Georgia Construction Industry Licensing Board, 237 Coliseum Drive, Macon, GA 31217-3858, 478-207-1416
Illinois Depart of Financial & Professional Reg, 320 West Washington Street, 3rd Floor, Springfield, IL 62791, 217-782-6742
Maryland State Police Licensing Division, 7751 Washington Blvd., Jessup, MD 20794, 410-653-4500
Oklahoma State Department of Health, P.O. Box 268817, Oklahoma City, OK 73126-8817, 405-521-6100
Oregon Department of Public Safety Standard & Training, 4190 Aumsville highway SE, Salem, OR 97317, 503-378-2100
Tennessee Alarm Contractors Board, 500 James Robertson Parkway, Suite 635, Nashville, TN 37423, 615-532-9128
Texas Board of Private Investigators and Private Security Agencies, P. O. Box 13509, Capitol Station, Austin, Texas 78711, 512-424-7710
Texas State Fire Marshal’s Office, P.O. Box 149221, Austin, TX 78714-9221, 512-305-7935
Underwriters Laboratories Inc., 333 Pfingsten Road, Northbrook, IL 60062-2096, 305-227-2704
Virginia Department of Criminal Justice Services, 202 N. Ninth Street, Richmond, VA 23219, 804-786-1915
Washington Department of Licensure, P.O. Box 9020, Olympia, WA 98507, 630-664-1400
View more information about our licenses at http://www.sentrynet.us/explore-our/Compliant

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Complaints against licensees may be directed to:
Alabama Electronic Security Board of Licensure
7956 Vaughn Road PMB 392, Montgomery, AL 36116, (334) 264-9388
AL License No.: 832, MS License No.: 15005764

ALL SAFE TECHNOLOGIES, LLC
2620 25TH Avenue
Gulfport, MS 39501
(228) 575-9550

STANDARD COMMERCIAL SECURITY AGREEMENT

Date: 11/20/2019

Subscriber's Name: City of Gulfport Telephone No.: 228-868-5919

Address: 3700 8th Ave., Gulfport, MS 39501

1. ALL SAFE TECHNOLOGIES, LLC (hereinafter referred to as "AST" or "ALARM COMPANY") agrees to sell, install and program, at Subscriber's premises, and Subscriber agrees to buy, an electronic security system consisting of the equipment and services described in the **attached Schedule of Equipment and Services.**

Purchase Price: $ 3,440.00
Taxes: $ 0.00
Total: $ 3,440.00
Down Payment: _____

Approximate date work to begin 12/15/2019
Estimated date work to be substantially completed 12/16/2019
Balance due in ____ equal payments of _____
Balance due upon completion of installation $ 3,440.00

2. DESCRIPTION OF EQUIPMENT AND SERVICES:
Check Services Provided:
☑ Monitoring ☑ Service ☐ Inspection ☐ Remote Subscriber Access/Cameras ☐ Access Control Administration
☐ Alarm Signal Verification ☐ Guard Response ☐ Other: (See Attached Schedule of Equipment and Services.)

3. PASSCODE TO CPU SOFTWARE REMAINS PROPERTY OF AST: Provided Subscriber performs this agreement for the full term thereof, upon termination ALARMCOMPANY shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code. Software programmed by AST is the intellectual property of AST and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties. The Equipment shall remain personal property and shall not be considered a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by AST.

CHECK BOX FOR APPROPRIATE SERVICES:

4. SERVICES AND CHARGES. Only services selected are included: All recurring charges are billed [select one option]:
☑ **Monthly** ☐ **Quarter Annually** ☐ **Semi Annually** ☐ **Annually In Advance**

(a) CENTRAL STATION MONITORING CHARGES: Subscriber agrees to pay AST:

☑ **(i)** The sum of $ 29.95 , plus tax, per month, payable in advance for the monitoring of the Security System for the term of this agreement commencing on the first day of the month next succeeding the date hereof, and continuing monthly thereafter, all payments being due on the first of the month: ☐ Telephone ☑ Cellular/Radio ☐ High Speed Internet Monitoring ☑ Intrusion ☐ Panic Alarm
☐ Other: **(See attached Schedule of Equipment and Services.)**

☑ **(b) SERVICE (Strike out i or ii)**
☑ **(i)** Subscriber agrees to pay AST on a per call basis. If this agreement provides for service on a per call basis, Subscriber agrees to pay AST for all parts and labor at time of service. Subscriber is not obligated to call AST for per call service and AST is under no duty to provide service except its warranty service during warranty period. Service by anyone other than AST during warranty period relieves AST of any further obligations under the Limited Warranty. Initial here for per call service option_____

☐ **(ii)** Subscriber agrees to pay AST for service of the alarm equipment the sum of $ plus tax, per month, payable in advance for the term of this agreement, commencing the first day of the month next succeeding the date hereof, all payments being due on the first of the month.

☐ **(c) INSPECTION:** Subscriber agrees to pay AST $ plus tax, per month, payable in advance for the term of this agreement for inspection service. If this option is selected AST will make an annual inspection of the security system. Unless otherwise noted in the Schedule of Equipment and Services inspection service includes testing of all components to insure proper working order. If UL Certified the inspection will comply with UL Requirements. AST will notify Subscriber 30 days in advance of inspection date, and it is Subscriber's responsibility to reschedule or permit access. Only one scheduled inspection is included. Testing at inspection insures only that components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair.

☐ **(d) ALARM SIGNAL VERIFICATION:** Subscriber agrees to pay AST the sum of $_____ plus tax, per month, for the term of this agreement. If Subscriber selects Alarm Signal Verification as a service to be provided, or if Alarm Signal Verification is required by law, AST or its designated central office shall verify the alarm signal by electronic telephone communication, video verification or such other verification system deemed appropriate by AST or as required by local law and only verified alarm conditions shall be communicated to police or fire department.

☐ **(e) REMOTE SUBSCRIBER ACCESS / FOR VIDEO STREAMING DATA [VSD] / CLOSED CIRCUIT TV [CCTV]:** Subscriber agrees to pay AST the sum of $_____ plus tax, per month for the term of this agreement. Select remote access / video services to be provided:
☐ Local DVR ☐ Central Station Remote Video Monitoring for Streaming Video Data
☐ Video Clips Monitored Upon Alarm Activation Only ☐ Verification video clips ☐ Data Storage and Retrieval
☐ Remote Access By Subscriber ☐ Other (describe):

☐ **(f) ACCESS CONTROL ADMINISTRATION SERVICES:** Subscriber agrees to pay AST the sum of $_____ plus tax, per month, for the term of this agreement. Select Access Control Administration services to be provided:
☐ Remote Access Administration ☐ On-site Administration ☐ Data Storage ☐ Data Backup

TOTAL OF MONTHLY SERVICES $ 29.95 TAXES $ 0.00 TOTAL BILLED FOR MONTHLY SERVICES $ 29.95

TOTAL OF EQUIPMENT AND INSTALLATION BALANCE $_____ IN _____ EQUAL PAYMENTS THROUGH _____

5. TERM OF AGREEMENT: RENEWAL: The term of this agreement shall be for a period of five years and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the agreement at least 30 days prior to the expiration of any term. After the expiration of one year from the date hereof AST shall be permitted from time to time to increase the monitoring charge by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase. AST may invoice Subscriber in advance monthly, quarterly, or annually at AST's option.

6. CENTRAL OFFICE MONITORING SERVICES: Upon receipt of a signal from Subscriber's alarm system, AST or its designee central office shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department depending upon the type of signal received. Not all signals will require notification to the authorities and subscriber may obtain a written response policy from AST. No response shall be required for supervisory, loss of communication pathway, trouble or low battery signals. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of AST or AST's designee central office and AST does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication pass through communication networks wholly beyond the control of AST and are not maintained by AST except AST may own the radio network, and AST shall not be responsible for any failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish AST with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Call List AST will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with AST's notification obligation. All changes and revisions shall be supplied to AST in writing. Subscriber authorizes AST to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting central office to monitor video or sound then upon receipt of an alarm signal central office shall monitor video or sound for so long as central office in its sole discretion deems appropriate to confirm an alarm condition. If Subscriber requests AST to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay AST $90.00 for each such service. AST may, without prior notice, suspend or terminate its services, in central office's sole discretion, in event of Subscriber's default in performance of this agreement or in event central office facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms. Central office is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by AST.

7. SERVICE: Service pursuant to paragraph 4(b)(ii), includes all parts and labor, and AST shall service upon Subscriber's request the security system installed in Subscriber's premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration to the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense. No apparatus or device shall be attached to or connect with the security system as originally installed without AST's written consent.

8. SUBSCRIBER REMOTE ACCESS: If Remote Access is included in the Schedule of Equipment and Services to be installed and services provided by AST, the equipment will transmit data via Subscriber's high speed Internet, cellular or radio communication service to Subscriber's Internet connection device which is compatible with AST's remote services. AST will grant access to server permitting Subscriber to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera(s) and control other remote automation devices that may be installed. The remote services server is provided either by AST or a third party. AST shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. AST shall have no responsibility for failure of data transmission, corruption or unauthorized access and shall not monitor or view the camera data.

9. WIRELESS AND INTERNET ACCESS CAPABILITIES: Subscriber is responsible for supplying high speed Internet access and or wireless services at Subscriber's premises. AST does not provide Internet service, maintain Internet connection, wireless access or communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server. In consideration of Subscriber making its monthly payments for remote access to the system AST will authorize Subscriber access. AST is not responsible for Subscriber's access to the Internet or any interruption of service or down time of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by Subscriber to access the system. Subscriber acknowledges that Subscriber's security system can be compromised if the codes or devices used for access are lost or accessed by others and AST shall have no liability for such third party unauthorized access. AST is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock out codes. AST is not responsible for access to wireless networks or devices that may not be supported by communication carriers and upgrades to subscriber's system will be at subscriber's expense.

10. ACCESS CONTROL SYSTEM OPERATION AND LIMITATIONS: If selected as a service to be provided and included in the Schedule of Equipment and Services, Access Control equipment shall be connected to a computer supplied by the Subscriber and connected to Subscriber's computer network. If data storage or backup is selected service AST or its designee shall store and /or backup data received from Subscriber's system for a period of one year. AST shall have no liability for data corruption or inability to retrieve data even if caused by AST's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Internet access is not provided by AST and AST has no responsibility for such access or IP address service. AST shall have no liability for unauthorized access to the system through the Internet or other communication networks or data corruption or loss for any reason whatsoever.

11. (a) ACCESS CONTROL ADMINISTRATION: If selected as a service to be provided AST will maintain the data base for the operation of the Access Control System. Subscriber will advise AST of all change in personnel and or changes access levels of authorization and restrictions, providing Access card serial numbers or biometric data and such information that Subscriber deems necessary to identify personnel. All communication by Subscriber to AST regarding personnel access must be in writing via email or fax to addresses designated by AST. AST shall have remote Internet access to the Subscriber's designated access control computer to program and make data base updates to the system. Subscriber is responsible for maintaining its computer and computer network and Internet access

(b) VIDEO SYSTEM OPERATION AND LIMITATIONS: If selected as a service to be provided and included in the Schedule of Equipment and Services, Video equipment is attached to a digital recorder computer and Subscriber shall not use the computer for any other purpose. Subscriber shall be permitted to access and make changes to the system's operation on site and over the internet. If data storage is selected service, AST shall store data received from Subscriber's system for one year. AST shall have no liability for data corruption or inability to retrieve data even if caused by AST's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Telephone or internet access is not provided by AST and AST has no responsibility for such access or IP address service. If system has remote access AST is not responsible for the security or privacy of any wireless network system or router, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock outs. AST shall have no liability for unauthorized access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever.

12. STREAMING VIDEO DATA / CCTV: If selected as a service to be provided and included in the Schedule of Equipment, upon receipt of a video signal the video system is designed to activate in the central station and record video data reception, upon which, AST or its designee central office, shall make every reasonable effort to notify Subscriber by email, text, or voice message and the appropriate municipal police or fire department. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments or Subscriber's internal security stations are not monitored by personnel of AST or AST's designee central office and AST does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted through the internet, over telephone lines, wire, air waves, cellular, radio, internet, VOIP, or other modes of communication pass through communication networks wholly beyond the control of AST and are not maintained by AST, except AST may own the radio network, and AST shall not be responsible for any failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish AST with a written list of names and telephone numbers of those persons Subscriber wishes to receive notification of signals. All changes and revisions shall be supplied to AST in writing. Subscriber authorizes AST to access the supervisory panel to input or delete data and programming. If Subscriber requests AST to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay AST $75.00 for each such service. AST may, without prior notice, suspend or terminate its services, in central station's sole discretion, in event of Subscriber's default in performance of this agreement or in event central station facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms. Central station is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by AST.

13. GUARD RESPONSE: If guard response is specified as a service to be provided, upon receipt of an alarm signal, AST or its subcontractor shall as soon as may be practical send one or more of its guards to the Subscriber's premises. Unless guard determines that the alarm is a false alarm and that no situation requiring police or fire department services exist, the guard shall notify the central station or police

or fire department directly that an emergency situation exists and wait up to 15 minutes for the municipal police or fire department personnel or Subscriber to arrive at the premises and if permitted by the police shall assist in making a search of the premises to determine the cause of the alarm condition. If provided with keys to the premises the guard shall endeavor to secure the premises and repair the security equipment. However, Subscriber acknowledges that the guard is not required to enter the premises or to render any service to the security equipment and shall not be required to remain stationed at Subscriber's premises for more than 15 minutes after initial arrival. Subscriber authorizes the guard to take such action the guard deems necessary to secure the premises and reset the alarm, though Subscriber acknowledges that the guard may not be able to or may not have sufficient time to secure the premises or reset the alarm and put same in working order. If Subscriber requests AST to station its guard at the premises for more than 30 minutes, and AST has sufficient personnel to provide such service, and AST makes no such representation that its personnel will be available, then Subscriber agrees to pay AST $65.00 per half hour plus tax for such service. Subscriber agrees to confirm the request to AST to provide extended guard service by email, text or recorded conversation to AST at the time request is made and AST is authorized to ignore any request not confirmed within 15 minutes.

LIMITED WARRANTY ON SALE

14. In the event that any part of the security system becomes defective, or in the event that any repairs are required, AST agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. AST reserves the option to either replace or repair the alarm equipment, and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life. AST is not the manufacturer of the equipment and other than AST's limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, AST makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. AST does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, or otherwise; or that the system will in all cases provide the protection for which it is installed. AST expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than AST. AST shall not be liable for consequential damages. Subscriber acknowledges that any affirmation of fact or promise made by AST shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on AST's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that AST has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for AST's breach of this agreement or negligence to any degree under this agreement is to require AST to repair or replace, at AST's option, any equipment which is non-operational. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, AST will procure all permits required by local law and will provide certificate of workman's compensation prior to starting work.

GENERAL PROVISIONS

15. DELAY IN INSTALLATION: AST shall not be liable for any damage or loss sustained by Subscriber as a result of delay in installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including AST's negligence in the performance of this agreement. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence.

16. TESTING OF SECURITY SYSTEM: Security System, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the Security System and to notify AST if it is in need of repair. Service if provided is pursuant to paragraph 4.

17. CARE AND SERVICE OF SECURITY SYSTEM: Subscriber agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed. All repairs, replacement or alteration to the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included in warranty or service under paragraph 4(b) (ii) and will be repaired or replaced at Subscriber's expense. No apparatus or device shall be attached to or connect with the security system as originally installed without AST's written consent.

18. ALTERATION OF PREMISES FOR INSTALLATION: AST is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in AST's sole discretion for the installation and service of the security system, and AST shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system under the terms of this agreement.

19. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, Internet connection, high speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by AST.

20. LIEN LAW: AST or any subcontractor engaged by AST to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable lien laws.

21. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS: To the extent allowed by law, subscriber agrees to indemnify and hold harmless AST, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third-parties or by Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by AST's performance, negligence or failure to perform any obligation under this agreement. Parties agree that there are no third party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against AST or AST's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of AST. AST shall have the right to assign this agreement and shall be relieved of any obligations herein upon such assignment.

22. EXCULPATORY CLAUSE: AST and Subscriber agree that AST is not an insurer and no insurance coverage is offered herein. The security equipment and AST's services are designed to reduce certain risks of loss, though AST does not guarantee that no loss will occur. AST is not assuming liability, and, therefore, shall not be liable to Subscriber for any loss, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber as a result of intrusion, burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by AST's negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty. In the event of any loss or injury to any person or property, Subscriber agrees to look exclusively to Subscriber's insurer to recover damages. Subscriber releases AST from any claims for contribution, indemnity or subrogation.

23. INSURANCE: The Subscriber shall maintain a policy of public liability, property damage, burglary and theft insurance under which AST is named as additional insured. AST shall not be responsible for any portion of any loss or damage which is recovered or recoverable by the Subscriber from insurance covering such loss or damage or for such loss or damage against which the Subscriber is indemnified or insured. In the event of any loss or injury to any person or property, Subscriber agrees to look exclusively to Subscriber's insurer to recover damages. Subscriber shall obtain insurance to cover any loss the security services are intended to detect to one hundred percent of the insurable value, and Subscriber and all those claiming rights under Subscriber waive all rights against AST and its subcontractors for loss or damages caused by burglary, theft, water, smoke, fire or other perils intended to be detected by the security services or covered by insurance to be obtained by Subscriber, except such rights as they may have to the proceeds of insurance.

24. LIMITATION OF LIABILITY: Subscriber agrees that should there arise any liability on the part of AST as a result of AST's negligent performance to any degree or negligent failure to perform any of AST's obligations pursuant to this agreement or any other legal duty, equipment failure, or strict products liability, that AST's liability shall be limited to the sum of $250.00 or 5% of the sales price or 6 times the aggregate of monthly payments for services being provided at time of loss, whichever is greater. If Subscriber wishes to increase AST's amount of limitation of liability, Subscriber may, as a matter of right, at any time, by entering into a supplemental agreement, obtain a higher limit by paying an annual payment consonant with AST's increased liability. This shall not be construed as insurance coverage.

25. LEGAL ACTION: The parties agree that due to the nature of the services to be provided by AST, the monthly or other periodic payments to be made by the Subscriber for the term of this agreement form an integral part of AST's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix AST's actual damages. Therefore, in the event Subscriber defaults in the payment or any charges to be paid to AST, the balance of all payments for the entire term herein shall immediately become due and payable, and Subscriber shall be liable for 80% thereof as liquidated damages and AST shall be permitted to terminate all its services , including but not limited to terminating monitoring service, under this agreement and to remotely re-program or delete any programming without relieving Subscriber of any obligation herein.

In any action commenced by AST against Subscriber, Subscriber shall not be permitted to interpose any counterclaim, and for the subscribers located in Mississippi beyond those explicitly authorized by Mississippi Code §75-24-15. The parties agree that they may bring claims against the other only in their individual capacity, and not as a class action plaintiff or class action member in any purported class or representative proceeding.

Subscriber submits to the jurisdiction and laws of Mississippi and agrees that any litigation or arbitration between the parties must be commenced and maintained in the county where AST's principal place of business is located. The parties waive trial by jury in any action between them unless prohibited by law. All actions or proceedings against AST must be based on the provisions of this agreement.

26. AST'S RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that AST is authorized and permitted to subcontract any services to be provided by AST to third parties who may be independent of AST, and that AST shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties, except that AST shall not obligate Subscriber to make any payments to such third parties. Subscriber appoints AST to act as Subscriber's agent with respect to such third parties, except that AST shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges, that this agreement, and particularly those paragraphs relating to AST's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and third party indemnification, inure to the benefit of and are applicable to any assignee, subcontractors and central offices of AST.

27. NON-SOLICITATION: Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of AST assigned by AST to perform any service for or on behalf of Subscriber for a period of two years after AST has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, AST shall recover from Subscriber an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with AST, times twelve, together with AST's counsel and expert witness fees.

28. FALSE ALARMS / PERMIT FEES: Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse AST for any fines relating to permits or false alarms. AST shall have no liability for permit fees, false alarms, false alarm fines, police or fire response, any damage to personal or real property or personal injury caused by police or fire department response to alarm, whether false alarm or otherwise, or the refusal of the police or fire department to respond. In the event of termination of police or fire response by the municipal police or fire department this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should AST be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay AST for such service or material.

29. SECURITY INTEREST / COLLATERAL: To secure Subscriber's obligations under this agreement Subscriber grants AST a security interest in the security equipment installed by AST and AST is authorized to file a financing statement.

30. CREDIT INVESTIGATION: Subscriber and any guarantor authorizes AST to conduct credit investigations from time to time to determine Subscriber's and guarantor's credit worthiness.

31. FULL AGREEMENT / SEVERABILITY: This agreement along with the Schedule of Equipment and Services constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties, except AST's requirements regarding items of protection provided for in this agreement imposed by Authority Having Jurisdiction. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document, agreement, purchase order or understanding between the parties, the terms of this agreement shall govern. Should any provision of this agreement be deemed void, the remaining parts shall not be effected.

32. LIMITATION: The various provisions of this agreement apply only to the extent that subscriber, as a governmental entity, is authorized by the laws of Mississippi to enter into such provisions.

SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS 4 PAGE AGREEMENT AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION.

ALL SAFE TECHNOLOGIES, LLC:

By: Rick Waters

Digitally signed by Rick Waters
DN: cn=Rick Waters, o, ou, email=rwaters@allsafetec.com, c=US
Date: 2019.11.20 08:58:07 -06'00'

Subscriber agrees to have its credit card automatically charged for all charges under this agreement.

Subscriber: Signature by Authorized Officer

Title of Person Signing

Credit Card #: _____

Expiration Date: _____ Security Code: _____

☐ Mastercard ☐ Visa ☐ American Express

Cardholder's Name (As it appears on credit card)

Billing Address: _____

Subscriber's Email Address:

City of Gulfport

Name of Subscriber to be Printed Above

Subscriber: Signature by Authorized Officer — Title of Person Signing

Tax ID or EIN

The undersigned personally guarantees Subscriber's performance of this agreement and agrees to be bound by all terms as a party herein.

Signature (Name Must Be Printed Below) SS#

Print Name — Residence Address

SUBSCRIBER:

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Complaints against licensees may be directed to:
Alabama Electronic Security Board of Licensure
7956 Vaughn Road PMB 392, Montgomery, AL 36116, (334) 264-9388
AL License No.: 832, MS License No.: 15005764

ALL SAFE TECHNOLOGIES, LLC
2620 25TH Avenue
Gulfport, MS 39501
(228) 575-9550

SCHEDULE OF EQUIPMENT AND SERVICES

Describe Equipment (Model #):

6	Adjust Sensors on Beam Detector
1	200 foot Beam Detector
2	Beam Detector Covers
2	DSC Power G Panels
10	Encrypted Motion Sensors

Describe Services:

1	Monthly Monitoring
1	Cellular Communication

ALL SAFE TECHNOLOGIES, LLC:

By: Rick Waters

Security Sales Consultant
Title

SUBSCRIBER:

Signature (Name must be printed below)

Print Name

ALARM SYSTEM MONITORING AGREEMENT

COMPANY NAME	DEALER NUMBER

LINE CARD		ACCOUNT NUMBER	

SUBSCRIBER NAME		PRIMARY CONTACT NUMBER
City of Gulfport		
ADDRESS		SECONDARY CONTACT NUMBER
3700 8th Ave.		
CITY	STATE	ZIP
Gulfport	MS	39501

SPECIAL INSTRUCTIONS:

PIN (Personal Identification Number)	EQUIPMENT TYPE	SIGNAL FORMAT	TEST SCHEDULE	OPEN/CLOSE

	LIST OF AUTHORITIES	TELEPHONE NUMBER	PERMIT NUMBER
1	POLICE		
2	FIRE		
3	EMS		
4	OTHER		

	PARTIES TO BE NOTIFIED	PIN	TELEPHONE NUMBER
1			
2			
3			
4			
5			

ALARM CODES AND OPTIONS

ZONES	SIGNAL	DESCRIPTION	SILENT/ AUDIBLE	VERIFY ?	DISPATCH ?	DISPATCH NUMBER	NOTIFY ?	INDICATE NOTIFY NUMBER	NOTIFY ALARM CO. ?

BY SIGNING THIS MONITORING AGREEMENT, SUBSCRIBER ACKNOWLEDGES THAT THEY HAVE READ THE TERMS CONTAINED ON THE REVERSE SIDE AND THAT SUCH TERMS ARE A MATERIAL PART OF THIS AGREEMENT AND AGREES TO THE TERMS AND CONDITIONS AS SET FORTH. SECTIONS 4, 7, 8 AND 9 LIMIT OUR LIABILITY TO $500 IF YOU OR ANYONE ELSE SUFFERS ANY HARM (DAMAGES OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH) BECAUSE THE SYSTEM FAILED TO OPERATE PROPERLY, OR WE WERE NEGLIGENT OR ACTED IMPROPERLY.

SUBSCRIBER SIGNATURE

SUBSCRIBER NAME PRINTED

DATE

Rick Waters

Digitally signed by Rick Waters
DN: cn=Rick Waters, o, ou, email=rwaters@allsafetec.com, c=US
Date: 2019.11.20 09:24:09 -06'00'

DEALER SIGNATURE

Rick Waters

DEALER NAME PRINTED

APPROVED BY SENTRYNET

MONITORING SERVICE WILL NOT BEGIN UNTIL SENTRYNET HAS RECEIVED A FULLY EXECUTED COPY OF THIS AGREEMENT, VALID TEST SIGNALS FROM THE SYSTEM AND ANY REQUIRED LICENSING INFORMATION.

TERMS AND CONDITIONS

1. MONITORING SERVICE: You have requested and authorized us to provide monitoring services for an alarm system ("system") installed or to be installed by All Safe Technologies (“Installer”). Installer and Subscriber have entered into an Agreement wherein and whereby Installer will provide monitoring services for Subscriber, such services to consist solely of those described herein. Installer has subcontracted such monitoring services to us and we agree to perform monitoring services solely as the subcontractor of Installer upon the terms and conditions set forth in this Agreement. INSTALLER IS NOT OWNED OR OPERATED BY US AND IS INDEPENDENT. YOU AGREE THAT WE DO NOT ASSUME AND SHALL NOT BE LIABLE FOR ANY ACTS OR OMISSIONS OF INSTALLER. When a signal from the system is received in our monitoring facility we will try to telephone the proper police or fire department, paramedic unit or other authorities, the first available person on your emergency call list and Installer. To avoid false alarms, we may call your premises first to determine if an actual emergency exists before we call any authorities. If we have reason to believe that no actual emergency exists, we may choose not to place such calls. We may discontinue any particular response service by giving you written notice if required to do so by any governmental agency or our liability insurance provider. MONITORING SERVICE WILL NOT BEGIN UNTIL WE HAVE RECEIVED AN APPROVED: (A) A FULLY EXECUTED COPY OF THIS AGREEMENT, (B) VALID TEST SIGNALS FROM THE SYSTEM, AND (C) ANY REQUIRED LICENSING INFORMATION. All monitoring fees are paid to us by the Installer.

2. TERM OF AGREEMENT: SUSPENSION, DISCONNECTIONS: This agreement shall continue for as long as Installer contracts with us for the performance of monitoring services for you. We may terminate monitoring services by giving you ten (10) days prior written notice, in the event that (i) Installer notifies us of its termination of service for you for any reason, (ii) Installer fails or refuses to make payments for services furnished or to be furnished to you by us, or (iii), the system is not maintained in good operating condition and repair. Upon giving such notice, this Agreement and all of our responsibilities hereunder shall come to end and neither party hereto shall have any claim against the other for any further obligations. Upon termination of this Agreement for any reason, you agree to permit us to discontinue monitoring and further permit either Installer or our designee to enter your premises and disconnect your system from our monitoring network. You understand that we may stop or suspend monitoring service if (a) strikes, severe weather, earthquakes or other such events beyond our control affect the operation of our monitoring facility to the extent that continuing service would be impractical; (b) there is an interruption or unavailability of the telephone or internet service between the system and our monitoring facility; (c) we are unable to provide service because of some action or ruling by any governmental authority.

3. TRANSMISSION LINES: TRANSMISSION FACILITIES: The system includes a communicator that sends signals to the Center by one of the following methods.

   a. Standard Telephone Service. The communicator is connected to your standard landline telephone service. We recommend the use of an RJ31X or equivalent telephone jack to give the system priority over other telephones in your premises, however, when the system is activated, you will be unable to use your telephone to make other calls (such as calls to the 911 emergency operator), and therefore, you may wish to have the system connected to a second telephone line. You agree to reimburse us for any costs we may incur to reprogram the system’s communication devices because of area code changes or other dialing pattern changes.

   b. Cellular or Radio Transmission. If cellular or radio service is used as a primary or secondary transmission path, the communicator is connected to our cellular or radio network. Cellular or radio transmissions may be impaired or interrupted by atmospheric conditions, including electrical storms, power failures or other conditions and events beyond our control.

   c. Internet Transmission. The communicator is connected to the Internet, which uses your DSL telephone service [or cable service.] In order for the system to transmit signals, it must have uninterrupted access to an Internet connection. You further acknowledge that signals are transmitted over the Internet, which is wholly beyond our control and is maintained and serviced solely by the applicable telephone or cable utility and Internet service provider.

   d. The use of DSL, BPL, VoIP or other broadband or Internet-based telephone service may prevent the system from transmitting alarm signals to the Monitoring Center, after it is installed or at any time in the future, and/or interfere with the telephone line-seizure feature of the system. You agree to notify the installer and us if you have installed or intend to install DSL, VoIP, BPL or other broadband or Internet service. IMMEDIATELY AFTER THE INSTALLATION OF DSL, VoIP, BPL, OR OTHER BROADBAND OR INTERNET SERVICE YOU MUST TEST THE SYSTEM'S SIGNAL TRANSMISSION WITH THE MONITORING CENTER.

   You further acknowledge that signals are transmitted over telephone lines, cellular, radio or the internet, which are wholly beyond our control and are maintained and serviced solely by the applicable telephone, cellular, radio or internet provider.

4. FALSE ALARMS: You agree that you or others using the system will use it carefully so as to avoid causing false alarms. If we receive too many false alarms we may cancel monitoring service. If a false alarm fine or penalty is charged to us by any governmental agency, you will repay us for the charge.

5. SUBSCRIBERS DUTIES: You will instruct all persons who may use the system on its proper use. You will test the system and send test signals to our monitoring facility in accordance with our instructions at least monthly. If a problem in the system occurs you will notify the Installer and us immediately. You will obtain and keep in effect all permits and licenses that may be required for the installation and operation of the system. You will notify the installer and us in writing of any changes in the persons or telephone numbers of the information contained on the reverse side of this agreement. (IF THE SYSTEM INCLUDES ANY WIRELESS DEVICES, INCLUDING A PERSONAL PENDANT, THEY ARE BATTERY OPERATED. YOU ARE RESPONSIBLE FOR TESTING THE DEVICES AND REPLACING THE BATTERIES AS NEEDED AND AT LEAST ONCE A YEAR.)

6. ASSIGNEES: We may transfer or assign this agreement to any other alarm company. You may not transfer this agreement to someone else (including someone who purchase or rents your premises) unless we approve the transfer in writing.

7. SENTRYNET IS NOT AN INSURER: LIMITATION OF LIABILITY: You understand: (a) we are not an insurer of your property or the personal safety of persons in your premises; (b) you should provide any insurance on yourself and others who may use the system; (c) the amount you pay to us or Installer for our services is based only on the value of the service we provide; (d) alarm systems and our monitoring service may not always operate properly for various reasons; (e) it is difficult to determine how fast the police or fire department, paramedics, persons you have designated, or others will respond to an alarm signal; (f) the system, service and transmission lines are limited as set forth in Sections 2 and 4 herein; (g) it is difficult to determine what portion, if any, of any property loss, personal injury or death would be proximately caused by our failure to perform, our negligence, or a failure of the system.

   THEREFORE YOU AGREE:

   Even if a court or other tribunal decides that our breech of this Agreement, a failure of the system, our negligence, or a failure of the installation, monitoring or repair service caused or allowed any harm or damage (whether property damage, personal injury or death) to you or anyone in your premises you agree that our liability shall be limited to $500.00, and this shall be your only remedy regardless of what legal theory is used to determine that SENTRYNET was liable for the injury or loss. The limit of liability shall also apply to any of SENTRYNET’s related entities, including parents, affiliates, successors and assigns.

8. THIRD PARTY INDEMNIFICATION AND SUBROGATION: If anyone other than you, asks SENTRYNET or its parent or other related entity to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) a failure of the alarm system or services, our negligence, (ii) any other improper or careless activity of SENTRYNET in providing the alarm system or services or (iii) a claim for indemnification or contribution, you will repay to SENTRYNET (a) any amount which a court orders us to pay or which we reasonably agree to pay, and (b) the amount of our reasonable attorney's fees and other loss or costs that we may pay in connection with the harm or damages. Unless prohibited by your property insurance policy, you agree to release SENTRYNET form any claims of any parties suing through your authority or in your name, such as your insurance company, and you agree to defend us against any such claim. You will notify your insurance company of this release.

9. LIMITATION OF LAWSUITS: WAIVER OF JURY TRIAL: Both SENTRYNET and Subscriber agree that no lawsuit or any other legal proceeding connected with this agreement shall be brought or filed more than one year after the incident giving rise to the claim occurred. In addition any such legal proceeding shall not be heard before a jury. Each party gives up any right to a jury trial.

10. ENTIRE AGREEMENT: The entire and only agreement between you and SENTRYNET is written in this Agreement. It replaces any earlier oral or written understandings or agreements. It may only be changed by a written agreement signed by you (and if married, your spouse) and us. If you have given or ever give the Installer or us a purchase order for the service which provides for different terms than this agreement, this agreement will govern and be controlling. THIS AGREEMENT CANNOT BE AMENDED, ALTERED OR MODIFIED, BY ANY AGREEMENT ENTERED INTO BETWEEN INSTALLER AND YOU. OUR DUTY AND OBLIGATION TO PROVIDE MONITORING SERVICE TO YOU ARISE SOLELY FROM THIS AGREEMENT. You are not a third party beneficiary to any agreement between the Installer and us. If any provision of this agreement is found to be invalid or illegal by a court, the balance of the agreement shall remain in force.

IF YOU HAVE A COMPLAINT PLEASE CONTACT THE OFFICE BELOW. Alarm companies are licensed and regulated by the following agencies:
Alabama Electronic Security Board of Licensure, 7956 Vaughn Road, PMB 392, Montgomery, AL 36116, 334-264-9388
Arkansas State Police, #1 State Police Plaza Drive, Little Rock, AR 72209, 501-618-8605
Bureau of Security and Investigative Services, Depart of Consumer Affairs, P.O. Box 989002, Sacramento, CA 95814, 916-322-4000
Delaware State Police Detective Licensing Section, P.O. Box 430, Macon, Dover, DE 19903, 302-739-5991
Delaware State Fire Marshall, P.O. Box 166A RD 2, Dover, DE 19904. 302-7369-5665
Florida Electrical Contractors Licensing Board, 1950 North Monroe Street, Tallahassee, FL 32399-0771, 850-487-1395
Factory Mutual Research, 1151 Boston-Providence Turnpike, Norwood, MA 02062, 781-762-4300
Georgia Construction Industry Licensing Board, 237 Coliseum Drive, Macon, GA 31217-3858, 478-207-1416
Illinois Depart of Financial & Professional Reg, 320 West Washington Street, 3rd Floor, Springfield, IL 62791, 217-782-6742
Maryland State Police Licensing Division, 7751 Washington Blvd., Jessup, MD 20794, 410-653-4500
Oklahoma State Department of Health, P.O. Box 268817, Oklahoma City, OK 73126-8817, 405-521-6100
Oregon Department of Public Safety Standard & Training, 4190 Aumsville highway SE, Salem, OR 97317, 503-378-2100
Tennessee Alarm Contractors Board, 500 James Robertson Parkway, Suite 635, Nashville, TN 37423, 615-532-9128
Texas Board of Private Investigators and Private Security Agencies, P. O. Box 13509, Capitol Station, Austin, Texas 78711, 512-424-7710
Texas State Fire Marshal’s Office, P.O. Box 149221, Austin, TX 78714-9221, 512-305-7935
Underwriters Laboratories Inc., 333 Pfingsten Road, Northbrook, IL 60062-2096, 305-227-2704
Virginia Department of Criminal Justice Services, 202 N. Ninth Street, Richmond, VA 23219, 804-786-1915
Washington Department of Licensure, P.O. Box 9020, Olympia, WA 98507, 630-664-1400
View more information about our licenses at http://www.sentrynet.us/explore-our/Compliant

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Alabama Electronic Security Board of Licensure
7956 Vaughn Road PMB 392, Montgomery, AL 36116, (334) 264-9388
AL License No.: 832, MS License No.: 15005764

ALL SAFE TECHNOLOGIES, LLC
2620 25TH Avenue
Gulfport, MS 39501
(228) 575-9550

STANDARD COMMERCIAL SECURITY AGREEMENT

Date: 11/20/2019

Subscriber's Name: City of Gulfport Telephone No.: 228-868-5919

Address: 5001 Old Pass Rd., Gulfport, MS 39501

1. ALL SAFE TECHNOLOGIES, LLC (hereinafter referred to as "AST" or "ALARM COMPANY") agrees to sell, install and program, at Subscriber's premises, and Subscriber agrees to buy, an electronic security system consisting of the equipment and services described in the **attached Schedule of Equipment and Services.**

Purchase Price: $ 798.00
Taxes: $ 0.00
Total: $ 798.00
Down Payment: _____

Approximate date work to begin 12/15/2019
Estimated date work to be substantially completed 12/16/2019
Balance due in ____ equal payments of _____
Balance due upon completion of installation $ 798.00

2. DESCRIPTION OF EQUIPMENT AND SERVICES:
Check Services Provided:
☑ Monitoring ☑ Service ☐ Inspection ☐ Remote Subscriber Access/Cameras ☐ Access Control Administration
☐ Alarm Signal Verification ☐ Guard Response ☐ Other: (See Attached Schedule of Equipment and Services.)

3. PASSCODE TO CPU SOFTWARE REMAINS PROPERTY OF AST: Provided Subscriber performs this agreement for the full term thereof, upon termination ALARMCOMPANY shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code. Software programmed by AST is the intellectual property of AST and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties. The Equipment shall remain personal property and shall not be considered a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by AST.

CHECK BOX FOR APPROPRIATE SERVICES:

4. SERVICES AND CHARGES. Only services selected are included: All recurring charges are billed [select one option]:
☑ **Monthly** ☐ **Quarter Annually** ☐ **Semi Annually** ☐ **Annually In Advance**

(a) CENTRAL STATION MONITORING CHARGES: Subscriber agrees to pay AST:

☑ **(i)** The sum of $ 29.95 , plus tax, per month, payable in advance for the monitoring of the Security System for the term of this agreement commencing on the first day of the month next succeeding the date hereof, and continuing monthly thereafter, all payments being due on the first of the month: ☐ Telephone ☑ Cellular/Radio ☐ High Speed Internet Monitoring ☑ Intrusion ☐ Panic Alarm
☐ Other: **(See attached Schedule of Equipment and Services.)**

☑ **(b) SERVICE (Strike out i or ii)**
☑ **(i)** Subscriber agrees to pay AST on a per call basis. If this agreement provides for service on a per call basis, Subscriber agrees to pay AST for all parts and labor at time of service. Subscriber is not obligated to call AST for per call service and AST is under no duty to provide service except its warranty service during warranty period. Service by anyone other than AST during warranty period relieves AST of any further obligations under the Limited Warranty. Initial here for per call service option_____

☐ **(ii)** Subscriber agrees to pay AST for service of the alarm equipment the sum of $ plus tax, per month, payable in advance for the term of this agreement, commencing the first day of the month next succeeding the date hereof, all payments being due on the first of the month.

☐ **(c) INSPECTION:** Subscriber agrees to pay AST $ plus tax, per month, payable in advance for the term of this agreement for inspection service. If this option is selected AST will make an annual inspection of the security system. Unless otherwise noted in the Schedule of Equipment and Services inspection service includes testing of all components to insure proper working order. If UL Certified the inspection will comply with UL Requirements. AST will notify Subscriber 30 days in advance of inspection date, and it is Subscriber's responsibility to reschedule or permit access. Only one scheduled inspection is included. Testing at inspection insures only that components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair.

☐ **(d) ALARM SIGNAL VERIFICATION:** Subscriber agrees to pay AST the sum of $_____ plus tax, per month, for the term of this agreement. If Subscriber selects Alarm Signal Verification as a service to be provided, or if Alarm Signal Verification is required by law, AST or its designated central office shall verify the alarm signal by electronic telephone communication, video verification or such other verification system deemed appropriate by AST or as required by local law and only verified alarm conditions shall be communicated to police or fire department.

☐ **(e) REMOTE SUBSCRIBER ACCESS / FOR VIDEO STREAMING DATA [VSD] / CLOSED CIRCUIT TV [CCTV]:** Subscriber agrees to pay AST the sum of $_____ plus tax, per month for the term of this agreement. Select remote access / video services to be provided:
☐ Local DVR ☐ Central Station Remote Video Monitoring for Streaming Video Data
☐ Video Clips Monitored Upon Alarm Activation Only ☐ Verification video clips ☐ Data Storage and Retrieval
☐ Remote Access By Subscriber ☐ Other (describe):

☐ **(f) ACCESS CONTROL ADMINISTRATION SERVICES:** Subscriber agrees to pay AST the sum of $_____ plus tax, per month, for the term of this agreement. Select Access Control Administration services to be provided:
☐ Remote Access Administration ☐ On-site Administration ☐ Data Storage ☐ Data Backup

TOTAL OF MONTHLY SERVICES $ 29.95 TAXES $ 0.00 TOTAL BILLED FOR MONTHLY SERVICES $ 29.95

TOTAL OF EQUIPMENT AND INSTALLATION BALANCE $_____ IN _____ EQUAL PAYMENTS THROUGH _____

5. TERM OF AGREEMENT: RENEWAL: The term of this agreement shall be for a period of five years and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the agreement at least 30 days prior to the expiration of any term. After the expiration of one year from the date hereof AST shall be permitted from time to time to increase the monitoring charge by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase. AST may invoice Subscriber in advance monthly, quarterly, or annually at AST's option.

6. CENTRAL OFFICE MONITORING SERVICES: Upon receipt of a signal from Subscriber's alarm system, AST or its designee central office shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department depending upon the type of signal received. Not all signals will require notification to the authorities and subscriber may obtain a written response policy from AST. No response shall be required for supervisory, loss of communication pathway, trouble or low battery signals. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of AST or AST's designee central office and AST does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication pass through communication networks wholly beyond the control of AST and are not maintained by AST except AST may own the radio network, and AST shall not be responsible for any failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish AST with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Call List AST will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with AST's notification obligation. All changes and revisions shall be supplied to AST in writing. Subscriber authorizes AST to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting central office to monitor video or sound then upon receipt of an alarm signal central office shall monitor video or sound for so long as central office in its sole discretion deems appropriate to confirm an alarm condition. If Subscriber requests AST to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay AST $90.00 for each such service. AST may, without prior notice, suspend or terminate its services, in central office's sole discretion, in event of Subscriber's default in performance of this agreement or in event central office facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms. Central office is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by AST.

7. SERVICE: Service pursuant to paragraph 4(b)(ii), includes all parts and labor, and AST shall service upon Subscriber's request the security system installed in Subscriber's premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration to the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense. No apparatus or device shall be attached to or connect with the security system as originally installed without AST's written consent.

8. SUBSCRIBER REMOTE ACCESS: If Remote Access is included in the Schedule of Equipment and Services to be installed and services provided by AST, the equipment will transmit data via Subscriber's high speed Internet, cellular or radio communication service to Subscriber's Internet connection device which is compatible with AST's remote services. AST will grant access to server permitting Subscriber to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera(s) and control other remote automation devices that may be installed. The remote services server is provided either by AST or a third party. AST shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. AST shall have no responsibility for failure of data transmission, corruption or unauthorized access and shall not monitor or view the camera data.

9. WIRELESS AND INTERNET ACCESS CAPABILITIES: Subscriber is responsible for supplying high speed Internet access and or wireless services at Subscriber's premises. AST does not provide Internet service, maintain Internet connection, wireless access or communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server. In consideration of Subscriber making its monthly payments for remote access to the system AST will authorize Subscriber access. AST is not responsible for Subscriber's access to the Internet or any interruption of service or down time of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by Subscriber to access the system. Subscriber acknowledges that Subscriber's security system can be compromised if the codes or devices used for access are lost or accessed by others and AST shall have no liability for such third party unauthorized access. AST is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock out codes. AST is not responsible for access to wireless networks or devices that may not be supported by communication carriers and upgrades to subscriber's system will be at subscriber's expense.

10. ACCESS CONTROL SYSTEM OPERATION AND LIMITATIONS: If selected as a service to be provided and included in the Schedule of Equipment and Services, Access Control equipment shall be connected to a computer supplied by the Subscriber and connected to Subscriber's computer network. If data storage or backup is selected service AST or its designee shall store and /or backup data received from Subscriber's system for a period of one year. AST shall have no liability for data corruption or inability to retrieve data even if caused by AST's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Internet access is not provided by AST and AST has no responsibility for such access or IP address service. AST shall have no liability for unauthorized access to the system through the Internet or other communication networks or data corruption or loss for any reason whatsoever.

11. (a) ACCESS CONTROL ADMINISTRATION: If selected as a service to be provided AST will maintain the data base for the operation of the Access Control System. Subscriber will advise AST of all change in personnel and or changes access levels of authorization and restrictions, providing Access card serial numbers or biometric data and such information that Subscriber deems necessary to identify personnel. All communication by Subscriber to AST regarding personnel access must be in writing via email or fax to addresses designated by AST. AST shall have remote Internet access to the Subscriber's designated access control computer to program and make data base updates to the system. Subscriber is responsible for maintaining its computer and computer network and Internet access

(b) VIDEO SYSTEM OPERATION AND LIMITATIONS: If selected as a service to be provided and included in the Schedule of Equipment and Services, Video equipment is attached to a digital recorder computer and Subscriber shall not use the computer for any other purpose. Subscriber shall be permitted to access and make changes to the system's operation on site and over the internet. If data storage is selected service, AST shall store data received from Subscriber's system for one year. AST shall have no liability for data corruption or inability to retrieve data even if caused by AST's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Telephone or internet access is not provided by AST and AST has no responsibility for such access or IP address service. If system has remote access AST is not responsible for the security or privacy of any wireless network system or router, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock outs. AST shall have no liability for unauthorized access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever.

12. STREAMING VIDEO DATA / CCTV: If selected as a service to be provided and included in the Schedule of Equipment, upon receipt of a video signal the video system is designed to activate in the central station and record video data reception, upon which, AST or its designee central office, shall make every reasonable effort to notify Subscriber by email, text, or voice message and the appropriate municipal police or fire department. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments or Subscriber's internal security stations are not monitored by personnel of AST or AST's designee central office and AST does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted through the internet, over telephone lines, wire, air waves, cellular, radio, internet, VOIP, or other modes of communication pass through communication networks wholly beyond the control of AST and are not maintained by AST, except AST may own the radio network, and AST shall not be responsible for any failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish AST with a written list of names and telephone numbers of those persons Subscriber wishes to receive notification of signals. All changes and revisions shall be supplied to AST in writing. Subscriber authorizes AST to access the supervisory panel to input or delete data and programming. If Subscriber requests AST to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay AST $75.00 for each such service. AST may, without prior notice, suspend or terminate its services, in central station's sole discretion, in event of Subscriber's default in performance of this agreement or in event central station facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms. Central station is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by AST.

13. GUARD RESPONSE: If guard response is specified as a service to be provided, upon receipt of an alarm signal, AST or its subcontractor shall as soon as may be practical send one or more of its guards to the Subscriber's premises. Unless guard determines that the alarm is a false alarm and that no situation requiring police or fire department services exist, the guard shall notify the central station or police

or fire department directly that an emergency situation exists and wait up to 15 minutes for the municipal police or fire department personnel or Subscriber to arrive at the premises and if permitted by the police shall assist in making a search of the premises to determine the cause of the alarm condition. If provided with keys to the premises the guard shall endeavor to secure the premises and repair the security equipment. However, Subscriber acknowledges that the guard is not required to enter the premises or to render any service to the security equipment and shall not be required to remain stationed at Subscriber's premises for more than 15 minutes after initial arrival. Subscriber authorizes the guard to take such action the guard deems necessary to secure the premises and reset the alarm, though Subscriber acknowledges that the guard may not be able to or may not have sufficient time to secure the premises or reset the alarm and put same in working order. If Subscriber requests AST to station its guard at the premises for more than 30 minutes, and AST has sufficient personnel to provide such service, and AST makes no such representation that its personnel will be available, then Subscriber agrees to pay AST $65.00 per half hour plus tax for such service. Subscriber agrees to confirm the request to AST to provide extended guard service by email, text or recorded conversation to AST at the time request is made and AST is authorized to ignore any request not confirmed within 15 minutes.

LIMITED WARRANTY ON SALE

14. In the event that any part of the security system becomes defective, or in the event that any repairs are required, AST agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. AST reserves the option to either replace or repair the alarm equipment, and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life. AST is not the manufacturer of the equipment and other than AST's limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, AST makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. AST does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, or otherwise; or that the system will in all cases provide the protection for which it is installed. AST expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than AST. AST shall not be liable for consequential damages. Subscriber acknowledges that any affirmation of fact or promise made by AST shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on AST's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that AST has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for AST's breach of this agreement or negligence to any degree under this agreement is to require AST to repair or replace, at AST's option, any equipment which is non-operational. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, AST will procure all permits required by local law and will provide certificate of workman's compensation prior to starting work.

GENERAL PROVISIONS

15. DELAY IN INSTALLATION: AST shall not be liable for any damage or loss sustained by Subscriber as a result of delay in installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including AST's negligence in the performance of this agreement. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence.

16. TESTING OF SECURITY SYSTEM: Security System, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the Security System and to notify AST if it is in need of repair. Service if provided is pursuant to paragraph 4.

17. CARE AND SERVICE OF SECURITY SYSTEM: Subscriber agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed. All repairs, replacement or alteration to the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included in warranty or service under paragraph 4(b) (ii) and will be repaired or replaced at Subscriber's expense. No apparatus or device shall be attached to or connect with the security system as originally installed without AST's written consent.

18. ALTERATION OF PREMISES FOR INSTALLATION: AST is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in AST's sole discretion for the installation and service of the security system, and AST shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system under the terms of this agreement.

19. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, Internet connection, high speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by AST.

20. LIEN LAW: AST or any subcontractor engaged by AST to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable lien laws.

21. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS: To the extent allowed by law, subscriber agrees to indemnify and hold harmless AST, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third-parties or by Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by AST's performance, negligence or failure to perform any obligation under this agreement. Parties agree that there are no third party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against AST or AST's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of AST. AST shall have the right to assign this agreement and shall be relieved of any obligations herein upon such assignment.

22. EXCULPATORY CLAUSE: AST and Subscriber agree that AST is not an insurer and no insurance coverage is offered herein. The security equipment and AST's services are designed to reduce certain risks of loss, though AST does not guarantee that no loss will occur. AST is not assuming liability, and, therefore, shall not be liable to Subscriber for any loss, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber as a result of intrusion, burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by AST's negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty. In the event of any loss or injury to any person or property, Subscriber agrees to look exclusively to Subscriber's insurer to recover damages. Subscriber releases AST from any claims for contribution, indemnity or subrogation.

23. INSURANCE: The Subscriber shall maintain a policy of public liability, property damage, burglary and theft insurance under which AST is named as additional insured. AST shall not be responsible for any portion of any loss or damage which is recovered or recoverable by the Subscriber from insurance covering such loss or damage or for such loss or damage against which the Subscriber is indemnified or insured. In the event of any loss or injury to any person or property, Subscriber agrees to look exclusively to Subscriber's insurer to recover damages. Subscriber shall obtain insurance to cover any loss the security services are intended to detect to one hundred percent of the insurable value, and Subscriber and all those claiming rights under Subscriber waive all rights against AST and its subcontractors for loss or damages caused by burglary, theft, water, smoke, fire or other perils intended to be detected by the security services or covered by insurance to be obtained by Subscriber, except such rights as they may have to the proceeds of insurance.

24. LIMITATION OF LIABILITY: Subscriber agrees that should there arise any liability on the part of AST as a result of AST's negligent performance to any degree or negligent failure to perform any of AST's obligations pursuant to this agreement or any other legal duty, equipment failure, or strict products liability, that AST's liability shall be limited to the sum of $250.00 or 5% of the sales price or 6 times the aggregate of monthly payments for services being provided at time of loss, whichever is greater. If Subscriber wishes to increase AST's amount of limitation of liability, Subscriber may, as a matter of right, at any time, by entering into a supplemental agreement, obtain a higher limit by paying an annual payment consonant with AST's increased liability. This shall not be construed as insurance coverage.

25. LEGAL ACTION: The parties agree that due to the nature of the services to be provided by AST, the monthly or other periodic payments to be made by the Subscriber for the term of this agreement form an integral part of AST's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix AST's actual damages. Therefore, in the event Subscriber defaults in the payment or any charges to be paid to AST, the balance of all payments for the entire term herein shall immediately become due and payable, and Subscriber shall be liable for 80% thereof as liquidated damages and AST shall be permitted to terminate all its services , including but not limited to terminating monitoring service, under this agreement and to remotely re-program or delete any programming without relieving Subscriber of any obligation herein.

In any action commenced by AST against Subscriber, Subscriber shall not be permitted to interpose any counterclaim, and for the subscribers located in Mississippi beyond those explicitly authorized by Mississippi Code §75-24-15. The parties agree that they may bring claims against the other only in their individual capacity, and not as a class action plaintiff or class action member in any purported class or representative proceeding.

Subscriber submits to the jurisdiction and laws of Mississippi and agrees that any litigation or arbitration between the parties must be commenced and maintained in the county where AST's principal place of business is located. The parties waive trial by jury in any action between them unless prohibited by law. All actions or proceedings against AST must be based on the provisions of this agreement.

26. AST'S RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that AST is authorized and permitted to subcontract any services to be provided by AST to third parties who may be independent of AST, and that AST shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties, except that AST shall not obligate Subscriber to make any payments to such third parties. Subscriber appoints AST to act as Subscriber's agent with respect to such third parties, except that AST shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges, that this agreement, and particularly those paragraphs relating to AST's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and third party indemnification, inure to the benefit of and are applicable to any assignee, subcontractors and central offices of AST.

27. NON-SOLICITATION: Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of AST assigned by AST to perform any service for or on behalf of Subscriber for a period of two years after AST has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, AST shall recover from Subscriber an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with AST, times twelve, together with AST's counsel and expert witness fees.

28. FALSE ALARMS / PERMIT FEES: Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse AST for any fines relating to permits or false alarms. AST shall have no liability for permit fees, false alarms, false alarm fines, police or fire response, any damage to personal or real property or personal injury caused by police or fire department response to alarm, whether false alarm or otherwise, or the refusal of the police or fire department to respond. In the event of termination of police or fire response by the municipal police or fire department this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should AST be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay AST for such service or material.

29. SECURITY INTEREST / COLLATERAL: To secure Subscriber's obligations under this agreement Subscriber grants AST a security interest in the security equipment installed by AST and AST is authorized to file a financing statement.

30. CREDIT INVESTIGATION: Subscriber and any guarantor authorizes AST to conduct credit investigations from time to time to determine Subscriber's and guarantor's credit worthiness.

31. FULL AGREEMENT / SEVERABILITY: This agreement along with the Schedule of Equipment and Services constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties, except AST's requirements regarding items of protection provided for in this agreement imposed by Authority Having Jurisdiction. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document, agreement, purchase order or understanding between the parties, the terms of this agreement shall govern. Should any provision of this agreement be deemed void, the remaining parts shall not be effected.

32. LIMITATION: The various provisions of this agreement apply only to the extent that subscriber, as a governmental entity, is authorized by the laws of Mississippi to enter into such provisions.

SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS 4 PAGE AGREEMENT AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION.

ALL SAFE TECHNOLOGIES, LLC:

By: Rick Waters

Digitally signed by Rick Waters
DN: cn=Rick Waters, o, ou, email=rwaters@allsafetec.com, c=US
Date: 2019.11.20 08:58:07 -06'00'

Subscriber agrees to have its credit card automatically charged for all charges under this agreement.

Subscriber: Signature by Authorized Officer

Title of Person Signing

Credit Card #: _____

Expiration Date: _____ Security Code: _____

☐ Mastercard ☐ Visa ☐ American Express

Cardholder's Name (As it appears on credit card)

Billing Address: _____

Subscriber's Email Address:

City of Gulfport

Name of Subscriber to be Printed Above

Subscriber: Signature by Authorized Officer — Title of Person Signing

Tax ID or EIN

The undersigned personally guarantees Subscriber's performance of this agreement and agrees to be bound by all terms as a party herein.

Signature (Name Must Be Printed Below) SS#

Print Name — Residence Address

SUBSCRIBER:

KIRSCHENBAUM CONTRACTS®Copyright 7/14

Complaints against licensees may be directed to:
Alabama Electronic Security Board of Licensure
7956 Vaughn Road PMB 392, Montgomery, AL 36116, (334) 264-9388
AL License No.: 832, MS License No.: 15005764

ALL SAFE TECHNOLOGIES, LLC
2620 25TH Avenue
Gulfport, MS 39501
(228) 575-9550

SCHEDULE OF EQUIPMENT AND SERVICES

Describe Equipment (Model #):

1 Qolsys Control Panel with Cellular Communicator

1 Wireless Takeover

Describe Services:

1 Monthly Monitoring

1 Cellular Communication

ALL SAFE TECHNOLOGIES, LLC:

By: Rick Waters

Security Sales Consultant
Title

SUBSCRIBER:

Signature (Name must be printed below)

Print Name

ALARM SYSTEM MONITORING AGREEMENT

COMPANY NAME	DEALER NUMBER

LINE CARD		ACCOUNT NUMBER	

SUBSCRIBER NAME		PRIMARY CONTACT NUMBER
City of Gulfport		
ADDRESS		SECONDARY CONTACT NUMBER
5001 Old Pass Rd.		
CITY	STATE	ZIP
Gulfport	MS	39501

SPECIAL INSTRUCTIONS:

PIN (Personal Identification Number)					EQUIPMENT TYPE	SIGNAL FORMAT	TEST SCHEDULE	OPEN/CLOSE

	LIST OF AUTHORITIES	TELEPHONE NUMBER	PERMIT NUMBER
1	POLICE		
2	FIRE		
3	EMS		
4	OTHER		

	PARTIES TO BE NOTIFIED	PIN					TELEPHONE NUMBER
1							
2							
3							
4							
5							

ALARM CODES AND OPTIONS

ZONES	SIGNAL	DESCRIPTION	SILENT/ AUDIBLE	VERIFY ?	DISPATCH ?	DISPATCH NUMBER	NOTIFY ?	INDICATE NOTIFY NUMBER	NOTIFY ALARM CO. ?

BY SIGNING THIS MONITORING AGREEMENT, SUBSCRIBER ACKNOWLEDGES THAT THEY HAVE READ THE TERMS CONTAINED ON THE REVERSE SIDE AND THAT SUCH TERMS ARE A MATERIAL PART OF THIS AGREEMENT AND AGREES TO THE TERMS AND CONDITIONS AS SET FORTH. SECTIONS 4, 7, 8 AND 9 LIMIT OUR LIABILITY TO $500 IF YOU OR ANYONE ELSE SUFFERS ANY HARM (DAMAGES OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH) BECAUSE THE SYSTEM FAILED TO OPERATE PROPERLY, OR WE WERE NEGLIGENT OR ACTED IMPROPERLY.

SUBSCRIBER SIGNATURE	SUBSCRIBER NAME PRINTED	DATE
Rick Waters Digitally signed by Rick Waters DN: cn=Rick Waters, o, ou, email=rwaters@allsafetec.com, c=US Date: 2019.11.20 09:24:09 -06'00'	Rick Waters	
DEALER SIGNATURE	DEALER NAME PRINTED	APPROVED BY SENTRYNET

MONITORING SERVICE WILL NOT BEGIN UNTIL SENTRYNET HAS RECEIVED A FULLY EXECUTED COPY OF THIS AGREEMENT, VALID TEST SIGNALS FROM THE SYSTEM AND ANY REQUIRED LICENSING INFORMATION.

TERMS AND CONDITIONS

1. MONITORING SERVICE: You have requested and authorized us to provide monitoring services for an alarm system ("system") installed or to be installed by All Safe Technologies (“Installer”). Installer and Subscriber have entered into an Agreement wherein and whereby Installer will provide monitoring services for Subscriber, such services to consist solely of those described herein. Installer has subcontracted such monitoring services to us and we agree to perform monitoring services solely as the subcontractor of Installer upon the terms and conditions set forth in this Agreement. INSTALLER IS NOT OWNED OR OPERATED BY US AND IS INDEPENDENT. YOU AGREE THAT WE DO NOT ASSUME AND SHALL NOT BE LIABLE FOR ANY ACTS OR OMISSIONS OF INSTALLER. When a signal from the system is received in our monitoring facility we will try to telephone the proper police or fire department, paramedic unit or other authorities, the first available person on your emergency call list and Installer. To avoid false alarms, we may call your premises first to determine if an actual emergency exists before we call any authorities. If we have reason to believe that no actual emergency exists, we may choose not to place such calls. We may discontinue any particular response service by giving you written notice if required to do so by any governmental agency or our liability insurance provider. MONITORING SERVICE WILL NOT BEGIN UNTIL WE HAVE RECEIVED AN APPROVED: (A) A FULLY EXECUTED COPY OF THIS AGREEMENT, (B) VALID TEST SIGNALS FROM THE SYSTEM, AND (C) ANY REQUIRED LICENSING INFORMATION. All monitoring fees are paid to us by the Installer.

2. TERM OF AGREEMENT: SUSPENSION, DISCONNECTIONS: This agreement shall continue for as long as Installer contracts with us for the performance of monitoring services for you. We may terminate monitoring services by giving you ten (10) days prior written notice, in the event that (i) Installer notifies us of its termination of service for you for any reason, (ii) Installer fails or refuses to make payments for services furnished or to be furnished to you by us, or (iii), the system is not maintained in good operating condition and repair. Upon giving such notice, this Agreement and all of our responsibilities hereunder shall come to end and neither party hereto shall have any claim against the other for any further obligations. Upon termination of this Agreement for any reason, you agree to permit us to discontinue monitoring and further permit either Installer or our designee to enter your premises and disconnect your system from our monitoring network. You understand that we may stop or suspend monitoring service if (a) strikes, severe weather, earthquakes or other such events beyond our control affect the operation of our monitoring facility to the extent that continuing service would be impractical; (b) there is an interruption or unavailability of the telephone or internet service between the system and our monitoring facility; (c) we are unable to provide service because of some action or ruling by any governmental authority.

3. TRANSMISSION LINES: TRANSMISSION FACILITIES: The system includes a communicator that sends signals to the Center by one of the following methods.

   a. Standard Telephone Service. The communicator is connected to your standard landline telephone service. We recommend the use of an RJ31X or equivalent telephone jack to give the system priority over other telephones in your premises, however, when the system is activated, you will be unable to use your telephone to make other calls (such as calls to the 911 emergency operator), and therefore, you may wish to have the system connected to a second telephone line. You agree to reimburse us for any costs we may incur to reprogram the system’s communication devices because of area code changes or other dialing pattern changes.

   b. Cellular or Radio Transmission. If cellular or radio service is used as a primary or secondary transmission path, the communicator is connected to our cellular or radio network. Cellular or radio transmissions may be impaired or interrupted by atmospheric conditions, including electrical storms, power failures or other conditions and events beyond our control.

   c. Internet Transmission. The communicator is connected to the Internet, which uses your DSL telephone service [or cable service.] In order for the system to transmit signals, it must have uninterrupted access to an Internet connection. You further acknowledge that signals are transmitted over the Internet, which is wholly beyond our control and is maintained and serviced solely by the applicable telephone or cable utility and Internet service provider.

   d. The use of DSL, BPL, VoIP or other broadband or Internet-based telephone service may prevent the system from transmitting alarm signals to the Monitoring Center, after it is installed or at any time in the future, and/or interfere with the telephone line-seizure feature of the system. You agree to notify the installer and us if you have installed or intend to install DSL, VoIP, BPL or other broadband or Internet service. IMMEDIATELY AFTER THE INSTALLATION OF DSL, VoIP, BPL, OR OTHER BROADBAND OR INTERNET SERVICE YOU MUST TEST THE SYSTEM'S SIGNAL TRANSMISSION WITH THE MONITORING CENTER.

   You further acknowledge that signals are transmitted over telephone lines, cellular, radio or the internet, which are wholly beyond our control and are maintained and serviced solely by the applicable telephone, cellular, radio or internet provider.

4. FALSE ALARMS: You agree that you or others using the system will use it carefully so as to avoid causing false alarms. If we receive too many false alarms we may cancel monitoring service. If a false alarm fine or penalty is charged to us by any governmental agency, you will repay us for the charge.

5. SUBSCRIBERS DUTIES: You will instruct all persons who may use the system on its proper use. You will test the system and send test signals to our monitoring facility in accordance with our instructions at least monthly. If a problem in the system occurs you will notify the Installer and us immediately. You will obtain and keep in effect all permits and licenses that may be required for the installation and operation of the system. You will notify the installer and us in writing of any changes in the persons or telephone numbers of the information contained on the reverse side of this agreement. (IF THE SYSTEM INCLUDES ANY WIRELESS DEVICES, INCLUDING A PERSONAL PENDANT, THEY ARE BATTERY OPERATED. YOU ARE RESPONSIBLE FOR TESTING THE DEVICES AND REPLACING THE BATTERIES AS NEEDED AND AT LEAST ONCE A YEAR.)

6. ASSIGNEES: We may transfer or assign this agreement to any other alarm company. You may not transfer this agreement to someone else (including someone who purchase or rents your premises) unless we approve the transfer in writing.

7. SENTRYNET IS NOT AN INSURER: LIMITATION OF LIABILITY: You understand: (a) we are not an insurer of your property or the personal safety of persons in your premises; (b) you should provide any insurance on yourself and others who may use the system; (c) the amount you pay to us or Installer for our services is based only on the value of the service we provide; (d) alarm systems and our monitoring service may not always operate properly for various reasons; (e) it is difficult to determine how fast the police or fire department, paramedics, persons you have designated, or others will respond to an alarm signal; (f) the system, service and transmission lines are limited as set forth in Sections 2 and 4 herein; (g) it is difficult to determine what portion, if any, of any property loss, personal injury or death would be proximately caused by our failure to perform, our negligence, or a failure of the system.

   THEREFORE YOU AGREE:

   Even if a court or other tribunal decides that our breech of this Agreement, a failure of the system, our negligence, or a failure of the installation, monitoring or repair service caused or allowed any harm or damage (whether property damage, personal injury or death) to you or anyone in your premises you agree that our liability shall be limited to $500.00, and this shall be your only remedy regardless of what legal theory is used to determine that SENTRYNET was liable for the injury or loss. The limit of liability shall also apply to any of SENTRYNET’s related entities, including parents, affiliates, successors and assigns.

8. THIRD PARTY INDEMNIFICATION AND SUBROGATION: If anyone other than you, asks SENTRYNET or its parent or other related entity to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) a failure of the alarm system or services, our negligence, (ii) any other improper or careless activity of SENTRYNET in providing the alarm system or services or (iii) a claim for indemnification or contribution, you will repay to SENTRYNET (a) any amount which a court orders us to pay or which we reasonably agree to pay, and (b) the amount of our reasonable attorney's fees and other loss or costs that we may pay in connection with the harm or damages. Unless prohibited by your property insurance policy, you agree to release SENTRYNET form any claims of any parties suing through your authority or in your name, such as your insurance company, and you agree to defend us against any such claim. You will notify your insurance company of this release.

9. LIMITATION OF LAWSUITS: WAIVER OF JURY TRIAL: Both SENTRYNET and Subscriber agree that no lawsuit or any other legal proceeding connected with this agreement shall be brought or filed more than one year after the incident giving rise to the claim occurred. In addition any such legal proceeding shall not be heard before a jury. Each party gives up any right to a jury trial.

10. ENTIRE AGREEMENT: The entire and only agreement between you and SENTRYNET is written in this Agreement. It replaces any earlier oral or written understandings or agreements. It may only be changed by a written agreement signed by you (and if married, your spouse) and us. If you have given or ever give the Installer or us a purchase order for the service which provides for different terms than this agreement, this agreement will govern and be controlling. THIS AGREEMENT CANNOT BE AMENDED, ALTERED OR MODIFIED, BY ANY AGREEMENT ENTERED INTO BETWEEN INSTALLER AND YOU. OUR DUTY AND OBLIGATION TO PROVIDE MONITORING SERVICE TO YOU ARISE SOLELY FROM THIS AGREEMENT. You are not a third party beneficiary to any agreement between the Installer and us. If any provision of this agreement is found to be invalid or illegal by a court, the balance of the agreement shall remain in force.

IF YOU HAVE A COMPLAINT PLEASE CONTACT THE OFFICE BELOW. Alarm companies are licensed and regulated by the following agencies:
Alabama Electronic Security Board of Licensure, 7956 Vaughn Road, PMB 392, Montgomery, AL 36116, 334-264-9388
Arkansas State Police, #1 State Police Plaza Drive, Little Rock, AR 72209, 501-618-8605
Bureau of Security and Investigative Services, Depart of Consumer Affairs, P.O. Box 989002, Sacramento, CA 95814, 916-322-4000
Delaware State Police Detective Licensing Section, P.O. Box 430, Macon, Dover, DE 19903, 302-739-5991
Delaware State Fire Marshall, P.O. Box 166A RD 2, Dover, DE 19904. 302-7369-5665
Florida Electrical Contractors Licensing Board, 1950 North Monroe Street, Tallahassee, FL 32399-0771, 850-487-1395
Factory Mutual Research, 1151 Boston-Providence Turnpike, Norwood, MA 02062, 781-762-4300
Georgia Construction Industry Licensing Board, 237 Coliseum Drive, Macon, GA 31217-3858, 478-207-1416
Illinois Depart of Financial & Professional Reg, 320 West Washington Street, 3rd Floor, Springfield, IL 62791, 217-782-6742
Maryland State Police Licensing Division, 7751 Washington Blvd., Jessup, MD 20794, 410-653-4500
Oklahoma State Department of Health, P.O. Box 268817, Oklahoma City, OK 73126-8817, 405-521-6100
Oregon Department of Public Safety Standard & Training, 4190 Aumsville highway SE, Salem, OR 97317, 503-378-2100
Tennessee Alarm Contractors Board, 500 James Robertson Parkway, Suite 635, Nashville, TN 37423, 615-532-9128
Texas Board of Private Investigators and Private Security Agencies, P. O. Box 13509, Capitol Station, Austin, Texas 78711, 512-424-7710
Texas State Fire Marshal’s Office, P.O. Box 149221, Austin, TX 78714-9221, 512-305-7935
Underwriters Laboratories Inc., 333 Pfingsten Road, Northbrook, IL 60062-2096, 305-227-2704
Virginia Department of Criminal Justice Services, 202 N. Ninth Street, Richmond, VA 23219, 804-786-1915
Washington Department of Licensure, P.O. Box 9020, Olympia, WA 98507, 630-664-1400
View more information about our licenses at http://www.sentrynet.us/explore-our/Compliant

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 3rd day of December, 2019, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE USE ACCESS LICENSE AGREEMENT WITH AZTECA SYSTEMS, LLC, AND AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF GULFPORT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport currently uses Cityworks software in the Public Works Department to prepare work orders and other reports, and is investigating expanding the software application for use in a mobile application that does not require the use of a computer; and

WHEREAS, in order to test the mobile application, Azteca Systems, LLC has provided a Cityworks Temporary Use License Agreement in order to use the software in a mobile application, according to the terms and provisions of the agreement attached hereto as Exhibit "A"; and

WHEREAS, it is in the best interest of the City of Gulfport that the attached Temporary License Agreement be approved and the Mayor authorized to execute and deliver the same.

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

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

Section 2. That the proposed Temporary Use Access License Agreement attached hereto as Exhibit "A" be and the same is hereby approved and found to be in the best interest of the City of Gulfport and the Mayor is authorized to execute the same on behalf of the City of Gulfport.

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

The above and foregoing Resolution, after having been first reduced to writing and 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 3rd day of December, 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 4th day of December, 2019.

APPROVED:

_____

Billy Hewes, Mayor

Azteca Systems, LLC
11075 South State St. #24
Sandy, Utah 84070
USA

Phone: (801) 523-2751
FAX: (801) 523-3734
Email: info@cityworks.com
http://www.cityworks.com

CITYWORKS® TEMPORARY USE LICENSE AGREEMENT

This Temporary Software Use and License Agreement (Agreement) describes the objectives, terms, conditions, and responsibilities for a temporary use license of Cityworks and Related Materials between **Azteca Systems, LLC** (Azteca Systems®), with its principal place of business at 11075 South State Street, Suite #24 Sandy, Utah, 84070, and the **City of Gulfport, Mississippi** (Licensee), having its principal place of business at 1422 23rd Avenue, Gulfport, MS 39501.

1. Reservation of Ownership and Grant of License

Azteca Systems retains exclusive rights, title, and ownership of any copy of the Cityworks Software, products, and related materials licensed under this Agreement and subject to the terms of this Agreement, hereby, grants to Licensee a personal, nonexclusive, nontransferable, temporary use license to Licensee as set forth below and is solely for the purpose of the Permitted Use as described in Section 3, for Cityworks software, products and related materials as delivered, in accordance with the terms and conditions herein. This License shall become effective upon execution of this Agreement. No authorization is granted to make any modifications to Cityworks and related materials, or to utilize the Cityworks and related materials to design and create a competing product or derivative work. This Agreement does not transfer ownership rights of any description in the Software or Services to Licensee or to any third party. Licensee agrees to use reasonable efforts to protect the Software Cityworks and Related Materials from unauthorized use, reproduction, distribution, or publication.

Grant of Temporary License is for the following Cityworks® software product(s):

Respond
Mobile Native Apps (for iOS/Android)

2. Proprietary Rights

Cityworks and related materials delivered are proprietary to Azteca Systems, LLC and contain intellectual property and trade secrets, inclusive of unpublished specifications. In exchange for the temporary use license granted herein, Licensee agrees to abide by the Agreement terms concerning Cityworks and related materials for the temporary use license. All rights, title, and ownership in patents, trademarks, copyrights, trade secrets, intellectual property, know-how, or any other proprietary rights in Cityworks and related materials remains exclusively with Azteca Systems.

Licensee shall not sell, transfer, lease, lend, assign, time-share, sub-license, publish, disclose, display, or otherwise make available Cityworks and Related materials in any form, including, but not limited to, database table structures, flowcharts, logic diagrams, object code, source code, or technical documentation, to any other person or entity without the written permission of an authorized Azteca Systems representative. Licensee shall secure and protect the Cityworks and related materials in the same manner and to the same degree it protects its own proprietary information, using no less than a reasonable standard of care. Licensee shall allow access to Cityworks and related materials only for those persons within its organization who have a need to know for purposes of the Agreement as outlined in Section 3, Permitted Use, and agrees to instruct the employees of their obligations hereunder.

3. Permitted Use

The intended purpose and objective of this temporary use of Cityworks Software and related materials is for the purposes and conditions listed below:

a Licensee will use Cityworks for evaluation purposes only and will have limited use of Cityworks excluding demos, implementations and anything relating to procuring new business.

b. You may use the Cityworks Software and accompanying documentation internally in your organization solely for evaluation, testing, and version update purposes for Licensee only. You may not use the Software for any development, commercial or production purpose. The Software may not be transferred, sold, assigned, sublicensed or otherwise conveyed, whether by operation of law or otherwise, to another party without Azteca's prior written consent.

c. Standard user support service is not available for Temporary Licenses.

d. Licensee will not utilize Cityworks and related materials for purposes other than the Permitted Use as outlined in this section. Utilization of Cityworks and related materials for the design and creation of a derivative or competing software product, or transferring Cityworks and related materials to a third-party for the creation of a derivative or competing software product, are expressly prohibited.

e. Except as expressly permitted in the Documentation, you may not modify or adapt the Programs in whole or in part including but not limited to translating or creating derivative works or reverse engineer, de-compile or disassemble the Programs.

f. You may not use the Software for asset management purposes but only to evaluate it as such. You shall not remove any copyright notices or other proprietary notices from the Software or Documentation and you must reproduce such notices on all copies or extracts of the Programs and Documentation. Results of benchmark or other performance tests run on the Programs may not be disclosed to any third party without Azteca's prior written consent.

g. The Agreement may be discontinued at any time for any reason upon notice by Azteca Systems.

4. Warranty and Limitation of Liability

CITYWORKS AND RELATED MATERIALS ARE PROVIDED TO LICENSEE "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. LICENSEE BEARS ALL RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE AND RELATED MATERIALS PROVIDED.

Azteca Systems and Licensee agree that Cityworks and related materials will be used only for temporary use purposes as stated in Section 3. Azteca Systems reserves the right to make any change it deems necessary or desirable to Cityworks and related materials.

Azteca Systems shall not be liable for any loss or damage hereunder, including but not limited to any direct, indirect, special, incidental, loss of profits, or consequential damages related to Licensee's use of Cityworks Software and related materials, even if Azteca Systems is advised of the possibility of such damage. The provisions of this paragraph apply only to the extent Licensee is authorized by Mississippi law to agree to the same.

5. Term and Termination of Temporary Use License

The term of the Agreement is for **sixty (60) days** from the execution of this Agreement, which may be extended as necessary by Azteca Systems if deemed appropriate and necessary by Azteca Systems. Upon notice of termination by Azteca Systems or **sixty (60) days** from the execution of this Agreement, Licensee will cease using the Software and delete all versions of Cityworks and related materials from its computer system(s) or network(s) and destroy all paper material including manuals. If requested by an Azteca Systems representative, Licensee shall certify in writing to Azteca Systems that the above steps have been taken. All disclaimers of warranties and limitations of liability shall survive any termination of this Agreement.

6. Entire Agreement and Amendments

This Agreement and any attachments which are incorporated by reference constitute the sole and entire agreement of the parties as to the Agreement and supersede any previous agreements, understanding, and arrangements between the parties relating hereto, excluding confidentiality and non-disclosure agreements. Except as otherwise expressly provided herein, any amendments to this Agreement must be in writing and signed by an authorized representative of each party.

7. Governing law; complete agreement

This Agreement constitutes the complete agreement between the parties with respect to the Programs and is governed by the laws of the State of Utah, and jurisdiction for any action will be in the State of Utah. If Azteca Systems, LLC is required to commence legal action to enforce its rights under this Agreement, then Azteca shall be entitled to its reasonable expenses and reasonable attorney's fees regarding the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective, valid, and binding upon the parties as of the date below as executed by their duly authorized representatives.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Accepted and Agreed:

City of Gulfport (Licensee Name)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

Azteca Systems, LLC

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

Licensee Contact Information:

Name:	Ryan Merrill
Title:	
Address	1422 23rd Ave.
City, State, Zip	Gulfport, MS 39501
Phone Number	228.868.5740
email	rmerrill@gulfport-ms.gov

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 RIGHT OF ENTRY IN FAVOR OF THE MISSISSIPPI DEPARTMENT OF MARINE RESOURCES (AND OTHERS), TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME, AND FOR RELATED PURPOSES

WHEREAS, the Mississippi Department of Marine Resources ("MDMR") was recently awarded funding through the Gulf of Mexico Security Act ("GOMESA") to undertake a project ("the project") designed to improve water quality in and near Coffee Creek, in the City of Gulfport, south of the CSX Railroad; and

WHEREAS, portions of Coffee Creek implicated in the aforementioned project are located on property owned by the City of Gulfport ("the City") and by the Gulfport Redevelopment Commission ("GRC"); and

WHEREAS, the project is presently in the design phase and, as a part of the design work by the engineering firms retained by MDMR, certain geotechnical studies (in particular, soil borings) must be completed on the real property owned by the City and by the GRC; and

WHEREAS, MDMR has requested that the City and the GRC each execute a Right of Entry authorizing MDMR and its contractors to enter upon the City's and GRC's properties for the purpose of performing the required soil borings (see Exhibit "A" hereto); and

WHEREAS, a proposed Right of Entry for execution the City is attached hereto as Exhibit "B"; and

WHEREAS, the GRC intends to execute a Right of Entry similar in form to that found in Exhibit "B" hereto.

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

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

SECTION 2. That the Governing Authority of the City of Gulfport does hereby approve the Right of Entry attached hereto as Exhibit "B" and authorizes the Mayor to execute and deliver the same for and on behalf of the City of Gulfport; and further the Governing Authority of the City of Gulfport concurs with the Gulfport Redevelopment Commission's intention to execute and deliver a similar Right of Entry as to property owned by the GRC.

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

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

AYES	**NAYS**	**ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 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
Phil Bryant
Governor

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES
Joe Spraggins, Executive Director

November 18, 2019

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

RE: Request for Right of Entry – Coffee Creek Detention Pond area

Dear Mayor Hewes:

As part of developing the project design for the proposed retaining wall around the existing retention basin just north of the 2nd Street Bridge, Terracon Consultants, Inc. has been selected to perform the necessary geotechnical investigation of the existing soils within the proximity of the proposed retaining wall. The attached drawing denotes the three proposed locations for the geotechnical investigation which will consist of drilling a 40' hole at each site to analyze the characteristics of the encountered material to determine design parameters for the retaining wall. Upon completion of each boring, the hole will be filled so there will be no void left as a result of these borings. A truck-mounted drill rig will be used to complete the borings and it is anticipated that all work should be completed within one day. However, weather and/or unforeseen circumstances may add a little delay for completion. With this said, we are seeking a Right of Entry approval from both the City of Gulfport and Centennial Plaza, LLC (Gulfport Redevelopment Commission) to access said properties to complete the identified geotechnical investigation as outlined above. If you should have any questions or need additional information, please feel free to contact me.

Regards,

Joe Spraggins
Executive Director
MDMR

RIGHT OF ENTRY PLAN

SCALE: 1" = 30'

IMAGERY SOURCE:
http://www.gis.ms.gov
Sewall Company
Remote-Sensing Coastal Aerial image (2012)

N

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft

Revised	
Drawn	K. NETTO
Checked	B. WEAVER
Approved	M. SEYMOUR
Date	11/15/2019

Sheet Title
RIGHT OF ENTRY PLAN

Project Name
COFFEE CREEK DRAINAGE CANAL
GULFPORT, MISSISSIPPI

SEYMOUR ENGINEERING
PHONE: 228-385-2350 925 TOMMY MUNRO DRIVE, SUITE G FAX: 228-385-2353
BILOXI, MISSISSIPPI 39532

Sheet
C1.1

Project No.
19-018

RIGHT-OF-ENTRY AGREEMENT

The CITY OF GULFPORT, MISSISSIPPI, as owner of the real property identified in Exhibit "A" hereto, does hereby grant and give freely and without any coercion whatsoever, a temporary right of access, entry and use, of and to said property to the Mississippi Department of Marine Resources and its contractor, Terracon Consultants, Inc., and their agents, subcontractors and employees for the purpose of performing geotechnical investigation of the existing soils (i.e., soil boring) located at or near the Coffee Creek Detention Pond area in connection with the Mississippi Department of Marine Resources' GOMESA funded project to improve water quality along Coffee Creek south of the CSX Railroad. It is understood, that after the soil testing is completed, the Mississippi Department of Marine Resources will restore the property to as close to its original condition as is reasonably possible. For the considerations and purposes set forth herein, I hereby set my hand and seal this day ____of _____, 2019.

GRANTOR:

City of Gulfport: _____

BILLY HEWES, MAYOR
PO BOX 1780
GULFPORT, MS 39502

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me the undersigned authority in and for the above mentioned County and State, **BILLY HEWES**, who acknowledged that he is the duly elected Mayor of the City of Gulfport, Mississippi, and that he signed and delivered the above and foregoing instrument on the day and in the year therein mentioned after first being duly authorized to do so.

Given under my hand and official seal this the _____day of _____, 2019.

_____
NOTARY PUBLIC

My commission Expires: _____

EXHIBIT “A”

Lots Six (6), Seven (7) and the West 6 feet of Lot Eight (8), Block 1 of GREENWOOD ADDITION, a subdivision as per map or plat thereof recorded in Plat Book 3, Page 190, in the Office of the Chancery Clerk of the First Judicial District, Harrison County, Mississippi.

A portion of Lot Eight (8) and lots Nine (9) and Ten (10), Block 1, of GREENWOOD ADDITION, a subdivision as per map or plat thereof recorded in Plat Book 3, Page 190, in the Office of the Chancery Clerk of the First Judicial District, Harrison County, Mississippi.

(Tax Parcels 0911C-02-041.000, 0911C-02-041.001, and 0911C-02-040.000.)

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 VACATION AND RELEASE OF EASEMENT, TO AUTHORIZE THE MAYOR TO EXECUTE INSTRUMENT EFFECTUATING SAID RELEASE, AND FOR RELATED PURPOSES

WHEREAS, in July 1989, George and Gladys Reaves, then owners of Lot 8, Block 7, Beach Grove Subdivision, executed an "Easement" (the "1989 Easement") in favor of the City of Gulfport, Mississippi, for the "purpose of installing and maintaining a concrete storm drain in the City of Gulfport, Harrison County, Mississippi", over and across certain real property described as follows:

A parcel of land located in Lot 8, Block 7, Beach Grove Subdivision, Gulfport, Harrison County, Mississippi. Said parcel being 15 feet in width, extending 7.5 feet either side of a line described as: Commencing at the Southeast corner of Lot 8, Block 7, Beach Grove Subdivision, being located on the North margin of Ford Street; thence run North 28 degrees 00' West along the east line of said Lot 8 a distance of 76.83 feet to the Point of Beginning. Thence run South 80 degrees 55'50" West 52.33 feet to the West line of Lot 8, Block 7, Beach Grove Subdivision. Said parcel contains 785 square feet or .0180 acres.

See Exhibit "A" hereto.

WHEREAS, in July 2010, Myrolee Stanfield ("Stanfield"), then and current owner of Lot 8, Block 7, Beach Grove Subdivision, executed a "Perpetual Drainage Easement" (the "2010 Easement") in favor of the City of Gulfport, Mississippi, for the "construction, installation, operation and maintenance of a storm drain over, across and under" certain real property described as follows:

COMMENCING at a 3/8" rebar found marking the Southwest corner of Lot 6, Block 7 of the Beach Gove [sic] Addition, a subdivision according to a map or plat on file in Plat Book 2A at page 166 in the Office of the chancery Clerk of Harrison County at Gulfport, Mississippi; thence run North 69°19'41" East, along the South line of said Block 7 and the North right of way line of Ford Street (50'firth [sic]-of-way) for a distance of 99.36 feet to the Southwest corner of

Lot 8 of the above referenced subdivision; thence leaving said South lot line and said North right-of-way line, run North 28°30'56" West, along the West line of said Lot 7 for a distance of 120.83 feet to the POINT OF BEGINNING of the herein described permanent utility easement;

THENCE along said West lot line, continue North 28°30'56" West for a distance of 7.58 feet to a point at the Northwest corner of said Lot 8 and being along the South line of an existing alleyway; thence, leaving said West lot line, run North 68°43'50" East along the North line of said Lot 8 and the South line of said existing alleyway for a distance of 21.66 feet to a point; thence leaving said North lot line and said South existing alleyway line, run South 67°52'56" East for a distance of 44.33 feet to a point on the East line of said Lot 8; thence along said East lot line, run South 28°30'56" East for a distance of 23.65 feet to a point; thence leaving said East lot line, run North 67°52'56" West for a distance of 67.55 feet to a point; thence run South 68°37"03" West for a distance of 6.81 feet to the POINT OF BEGINNING and containing 0.022 acres (946 sq. ft.), more or less.

See Exhibit "B" hereto. This easement was obtained as a part of the City's south of the tracks post-Katrina water/sewer/drainage project.

WHEREAS, a drawing showing the relative locations of the two aforementioned easements on Lot 8, Block 7, Beach Grove Addition Subdivision (the "subject property") is attached hereto as Exhibit "C"; and

WHEREAS, Stanfield, the current owner of the subject property, in order to facilitate the re-development of the residential lot has requested that the City vacate and release and otherwise abandon the 1989 Easement; and

WHEREAS, after thorough review of the existing drainage system (including a camera review of the old line installed in the 1989 Easement) and taking into account future drainage needs in the area of the subject property, the Engineering Department and the Public Works Department have advised that there is no need for the City to retain the 1989 Easement as the City's drainage needs in the area are adequately met by the drainage facility installed in the 2010 Easement; and

WHEREAS, to protect the interests of the City, it is necessary that the City remove the portion of the drainage line located on the subject property, and cap the same at or near the west

property line of the subject property, and it will be necessary for the City to accept a drainage easement from Stanfield for the small area (actual area will be determined after the required work is completed) in which the capped line is located.

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

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

SECTION 2. That the Governing Authority of the City of Gulfport does hereby authorize the Mayor to release and vacate the easement previously granted to the City via that certain document on file in the land records of the Chancery Clerk of Harrison County, First Judicial District, at Book 1134, Page 396 and, further, the Governing Authority of the City of Gulfport approves the proposed Vacation and Release of Perpetual Easement which is attached hereto as Exhibit "D" and, further, the Governing Authority of the City of Gulfport authorizes the Mayor to execute the same on behalf of the City of Gulfport and, further, the Governing Authority of the City of Gulfport authorizes the Mayor to accept delivery of a drainage easement from Stanfield as mentioned in the Preamble hereto and to spread the same upon the minutes of the City Council after the same has been properly recorded in the land records of Harrison County, Mississippi, First Judicial District.

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

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

AYES **NAYS** **ABSENT**

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

BOOK 1134 PAGE 396

ENTER

STATE OF MISSISSIPPI
COUNTY OF HARRISON
(601) 868-5815

CITY OF GULFPORT
4050 HEWES AVENUE
GULFPORT, MS 39507

EASEMENT

For and in consideration of the sum of Ten Dollars, cash in hand paid, and other good and valuable considerations , the receipt and sufficiency of which is hereby acknowledged, I, (we) the undersigned, GEORGE W. AND GLADYS F. REAVES, do hereby sell and convey unto the CITY OF GULFPORT, Gulfport, Mississippi, a perpetual easement for the purpose of installing and maintaining a concrete storm drain in the City of Gulfport, Harrison County, Mississippi. Said easement being described as follows:

A parcel of land located in Lot 8, Block 7, Beach Grove Subdivision, Gulfport, Harrison County, Mississippi. Said parcel being 15 feet in width, extending 7.5 feet either side of a line described as:

Commencing at the Southeast corner of Lot 8, Block 7, Beach Grove Subdivision, being located on the North margin of Ford Street; thence run North 28 degrees 00' West along the east line of said Lot 8 a distance of 76.83 feet to the Point of Beginning. Thence run South 80 degrees 55' 50" West 52.33 feet to the West line of Lot 8, Block 7, Beach Grove Subdivision. Said parcel contains 785 square feet or .0180 acres.

WITNESS my signature this, the 5th day of July, 1989.

George W Reaves

Gladys F Reaves

George W. and Gladys F. Reaves
4308 Ford Street
Gulfport, Mississippi 39501
832-3225

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said County and State, Geo. W. & Gladys F. Reaves who acknowledged that he signed and delivered the above and foregoing instrument on the day and in the year therein set.

GIVEN under my hand and seal of office on this, the 5th of July, 1989.

NOTARY PUBLIC

My commission expires:
7/12/91

STATEMENT OF FEES

First Page $3.00
Add'l Pages at $1.00
Abstracting/Section #'s at $1.00
Marginal Entry at .50
Total Fees

STATE OF MISSISSIPPI, COUNTY OF HARRISON, FIRST JUDICIAL DISTRICT:
I hereby certify that this instrument was received and filed for record at 12 o'clock
and minutes P.M. on 7th day of July, A.D. 1989
and recorded July 7, 1989 in Records of Deeds
Book 1134 Pages 396

C. N. Creel, Chancery Clerk
By Kim Pickard, D.C.

UNOFFICIAL

1st Judicial District
Instrument 2010 4868 D - J1
Filed/Recorded 7/20/2010 01:10 P
Total Fees $ 12.00
2 Pages Recorded

This Instrument prepared by and to be returned to:
Chelsea H. Brannon, MS Bar #102805
City of Gulfport
Post Office Box 1780
Gulfport, Mississippi 39502-1780
(228) 868-5811

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

PERPETUAL DRAINAGE EASEMENT

FOR AND IN CONSIDERATION of the sum of TEN and NO/100 ($10.00) DOLLARS, cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, **MYROLEE STANFIELD.**, Grantor, do hereby sell, convey and warrant unto the **CITY OF GULFPORT, MISSISSIPPI,** a body politic and municipal corporation established and existing according to the Laws of the State of Mississippi, a perpetual easement for construction, installation, operation and maintenance of a storm drain 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 particular described as follows:

(See Exhibit A attached) (Page 2)

UNOFFICIAL

INDEXING INSTRUCTIONS: 0.072 acres (3146 sq. ft.) more or less
in Part of Lot 8, Block 7 of
Beach Grove Addition,
Section 8, Township 8 South, Range 11 West

This easement is conveyed less and except any and all prior recorded oil, gas and other mineral rights, granted, reserved and excepted by present or prior owners, and is subject to any and all presently existing or recorded easements or rights-of-ways affecting said property, and to any and all covenants or restrictions of record.

WITNESS MY SIGNATURE on this the 7th day of July, 2010.

Myrolee Stanfield
MYROLEE STANFIELD

STATE OF ~~MISSISSIPPI~~ Arizona
COUNTY OF ~~HARRISON~~ Pima

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 7 day of July, 2010, MYROLEE STANFIELD, 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:
1-21-2014

(SEAL)

Brittany Ginsberg
Notary Public
Pima County, Arizona
My Comm. Expires 01-21-2014

UNOFFICIAL

UNOFFICIAL

2

EXHIBIT "A"

EASEMENT DESCRIPTION

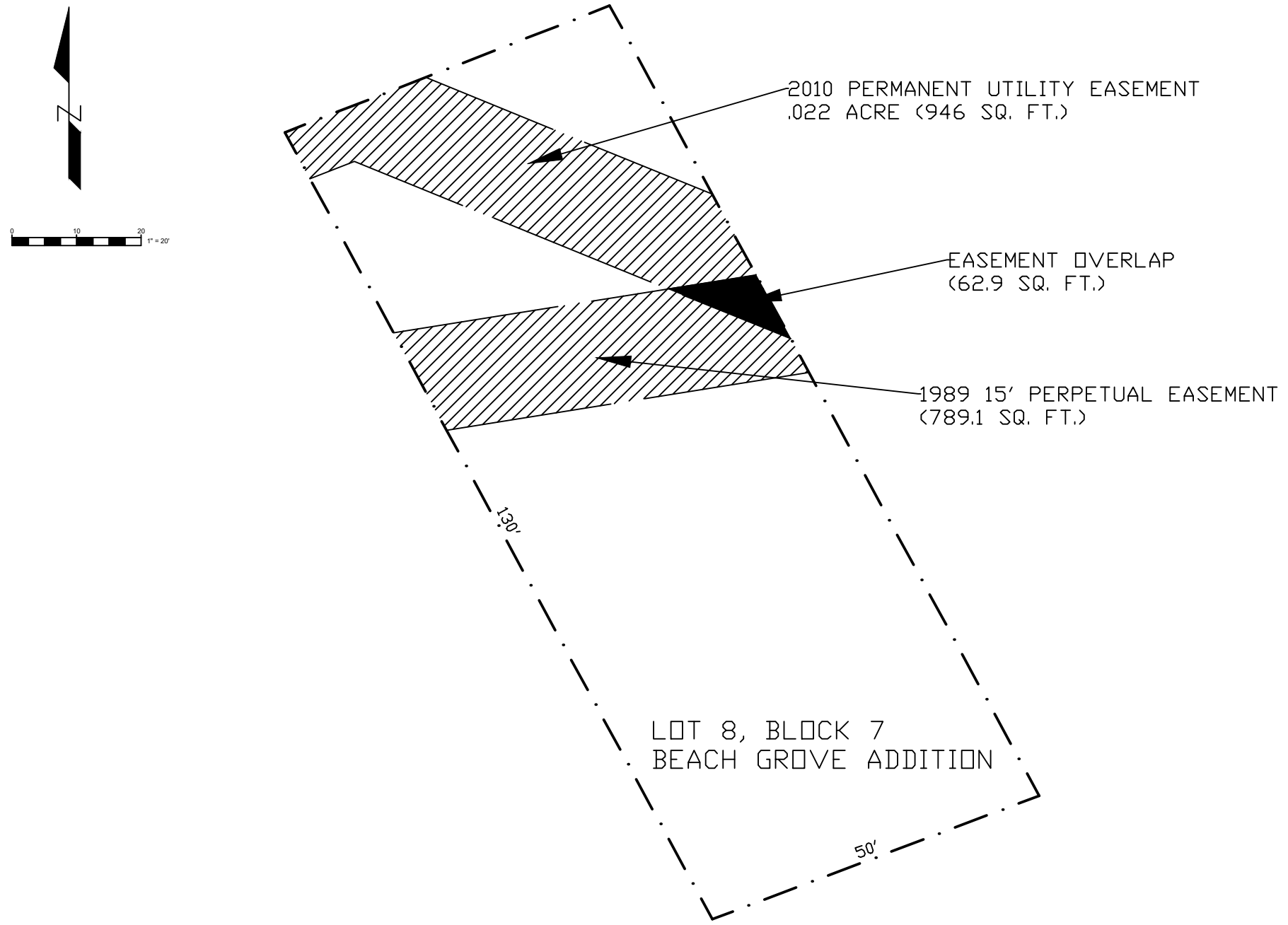
BEING a Utility Easement situated in Lot 8, Block 7 of Beach Gove Addition, a subdivision according to a map or plat on file in Plat Book 2A at Page 166 in the Office of the Chancery Clerk of Harrison County at Gulfport, Mississippi, and as conveyed to Myrolee Stanfield, as per Instrument DR: 2008-005020-D-J1 and being more particularly described as follows:

COMMENCING at a 3/8" rebar found marking the Southwest corner of Lot 6, Block 7 of the Beach Gove Addition, a subdivision according to a map or plat on file in Plat Book 2A at Page 166 in the Office of the chancery Clerk of Harrison County at Gulfport, Mississippi; thence run North 69°19'41" East, along the South line of said Block 7 and the North right-of-way line of Ford Street (50' firth-of-way) for a distance of 99.36 feet to the Southwest corner of Lot 8 of the above referenced subdivision; thence, leaving said South lot line and said North right-of-way line, run North 28°30'56" West, along the West line of said Lot 7 for a distance of 120.83 feet to the POINT OF BEGINNING of the herein described permanent utility easement;

THENCE, along said West lot line, continue North 28°30'56" West for a distance of 7.58 feet to a point at the Northwest corner of said Lot 8 and being along the South line of an existing alleyway; Thence, leaving said West lot line, run North 68°43'50" East along the North line of said Lot 8 and the South line of said existing alleyway for a distance of 21.66 feet to a point; Thence, leaving said North lot line and said South existing alleyway line, run South 67°52'56" East for a distance of 44.33 feet to a point on the East line of said Lot 8; Thence, along said East lot line, run South 28°30'56" East for a distance of 23.65 feet to a point; Thence, leaving said East lot line, run North 67°52'56" West for a distance of 67.55 feet to a point; Thence, run South 68°37'03" West for a distance of 6.81 feet to the POINT OF BEGINNING and containing 0.022 acres (946 sq. ft.), more or less.

UNOFFICIAL

UNOFFICIAL


N
0
10
20
1" = 20'
2010 PERMANENT UTILITY EASEMENT
.022 ACRE (946 SQ. FT.)
EASEMENT OVERLAP
(62.9 SQ. FT.)
1989 15' PERPETUAL EASEMENT
(789.1 SQ. FT.)
130'
LOT 8, BLOCK 7
BEACH GROVE ADDITION
50'

This Instrument prepared by and to be returned to:
Margaret Murdock, MS Bar #9824
City of Gulfport
Post Office Box 1780
Gulfport, Mississippi 39502-1780
(228) 868-5811

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

VACATION AND RELEASE OF EASEMENT

FOR AND IN CONSIDERATION of the sum of TEN and NO/100 ($10.00) DOLLARS, cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, **BILLY HEWES, MAYOR, CITY OF GULFPORT, MISSISSIPPI**, a body politic and municipal corporation established and existing according to the Laws of the State of Mississippi Grantor, do hereby release, vacate and otherwise extinguish any claim of the City of Gulfport, Mississippi, to the easement for "purpose of installing and maintaining a concrete storm drain in the City of Gulfport, Harrison County, Mississippi" on, over across, the real property described in Exhibit "A" hereto. Said Easement previously conveyed to the City by that certain Easement on file in the Land Records of Harrison County, Mississippi, First Judicial District, at Book 1134, Page 396. Nothing in this Vacation and Release of Easement shall effect the validity of that certain Perpetual Drainage Easement on file in the Land Records of Harrison County, Mississippi, First Judicial District, at Instrument 2010 4868-D-J1 (July 20, 2010), which shall remain fully in effect.

INDEXING INSTRUCTIONS: Lot 8, Block 7, Beach Grove Subdivision, City of Gulfport, Harrison County, Mississippi, First Judicial District

WITNESS MY SIGNATURE on this the ___ day of _____, 2019.

_____
BILLY HEWES, MAYOR

ATTEST:

_____
GERARD BELLOCQ, CITY CLERK

STATE OF _____
COUNTY OF _____

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the _____ day of _____, 2017, BILLY HEWES, who acknowledged to me that he is the MAYOR of the City of Gulfport, Mississippi, 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 authorized to do so.

_____
NOTARY PUBLIC

My Commission Expires:

_____ (SEAL)

Exhibit “A”

A parcel of land located in Lot 8, Block 7, Beach Grove Subdivision, Gulfport, Harrison County, Mississippi. Said parcel being 15 feet in width extending 7/5 feet either side of a line described as:

Commencing at the Southeast corner of Lot 8, Block 7, Beach Grove Subdivision, being located on the North margin of Ford Street; thence run North 28 degrees 00’ West along the east line of said Lot 8 a distance of 76.83 feet to the Point of Beginning. Thence Run South 80 degrees 55’50” West 52.33 feet to the West line of Lot 8, Block 7, Beach Grove Subdivision. Said parcel contains 785 square feet or .0180 acres.

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 3rd day of December, 2019, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE A DONATION OF FUNDS TO GULF COAST CENTER FOR NONVIOLENCE, INC., PURSUANT TO MISS. CODE ANN. §§ 21-19-65 and 21-17-1(8) (REV. 2015), AND FOR RELATED PURPOSES

WHEREAS, pursuant to Miss. Code Ann. § 21-19-65 (Rev. 2015), a municipality may "expend monies from the municipal general fund to match any other funds for the purpose of supporting social and community service programs including, but not limited to, juvenile residential treatment centers; juvenile and half-way houses; prenatal care facilities; child day care facilities; mentally ill and alcoholics half-way houses; child and adult emergency shelters; elderly home health aides programs"; and

WHEREAS, pursuant to Miss. Code Ann. § 21-17-1(8) (Rev. 2015), a municipality may "expend municipal funds to match any state, federal or private funding or any program administered by … any nonprofit organization that is exempt under 26 USCS Section 501(c)(3) from paying federal income tax; and

WHEREAS, the City of Gulfport desires to donate matching funds, in the amount of $10,000.00 to the Gulf Coast Center for Nonviolence, Inc., a social and community service program (as contemplated by Miss. Code Ann. § 21-19-65) and a tax exempt nonprofit organization (as contemplated by Miss. Code Ann. § 21-17-1(8) to match funding received by the Gulf Coast Center for Nonviolence, Inc., from those agencies identified in the letter from the Gulf Coast Center for Nonviolence, Inc., which is attached hereto as Exhibit "A"; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such donation and that making the aforementioned donation,

which shall be paid out of available funds in the general fund of the City, is in the best interest of the City of Gulfport.

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

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

Section 2. That the City of Gulfport, by and through its Mayor, is hereby authorized to donate municipal matching funds, via special check which is hereby authorized, in the amount of $10,000.00 to the Gulf Coast Center for Nonviolence, Inc.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by 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 3rd day of December, 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 4th day of December, 2019.

APPROVED:

_____

Billy Hewes, Mayor

Gulf Coast Center for Nonviolence, Inc.
P.O. Box 333
Biloxi, MS 39533
Office 228-436-3809 Fax 228-435-0513 Crisis Line 800-800-1396

November 18, 2019

Brittany Rodgers, Clerk of Council
City of Gulfport
2309 15th Street
Gulfport, Mississippi 39501

RE: City of Gulfport funding allocation to Gulf Coast Center for Nonviolence via: brodgers@gulfport-rns.gov

Ms. Rodgers:

The Gulf Coast Center for Nonviolence (Center) is thankful for the City of Gulfport's continued support over the years, especially for your 2020 funding allocation of $10,000 as local funding is more critical now than ever for our agency. These funds will afford us the opportunity to continue providing comprehensive programs and services to victims of domestic violence, sexual assault, stalking, and homicide in South Mississippi.

To underscore the importance of Gulfport's funding allocation, we'd like to state that while the $10,000 allotment awarded to the Center will not solely fund any one of our positions or programs offered on the Gulf Coast, it will accompany the funds from a variety of other local, state, and federal sources to fulfill the agency's budgeted needs through essential and diversified funding.

Funding sources exceeding $10,000 for the Center that the City of Gulfport can match include: US Department of Justice, including Stop Violence Against Women, Sexual Assault Services Grant, and Transitional Housing Program; Department of Mental Health; Department of Health, including Family Violence Prevention and Services Act, Rape Prevention and Education Program, and Victims of Crime Act; US Department of Housing and Urban Development, including Emergency Solutions Grant, Continuum of Care Supportive Housing Programs, and Community Development Block Grant.

For over 40 years, the Center has focused on providing the most effective and innovative services to individuals who have been impacted by domestic violence, sexual assault, and homicide; comprehensive, educational programs for all ages; and collaboration with other agencies to provide prevention and awareness in order to reduce incidences of violence within homes and the community.

Please contact me at 228.436.3809 or at sriley@gccfn.org if I can provide any additional information or answer any questions.

Sincerely,

Stacey Riley

Stacey Riley, LCSW
Chief Executive Officer

Gulf Coast Center for Nonviolence, Inc.
Biloxi, Mississippi

Financial Statements
December 31, 2018

Gulf Coast Center for Nonviolence, Inc.

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Independent Auditor's Report

FLETCHER
& COMPANY, PLLC
CERTIFIED PUBLIC ACCOUNTANTS

Dean A. Fletcher, CPA

10598 D'Iberville Blvd., Suite G
D'Iberville, MS 39540

Phone: 228-594-6559
Fax: 228-594-6554

Independent Auditor's Report

Board of Directors
Gulf Coast Center for Nonviolence, Inc.
Biloxi, Mississippi

Report on the Financial Statements

We have audited the accompanying financial statements of Gulf Coast Center for Nonviolence, Inc. (a nonprofit organization), which comprise the statement of financial position as of December 31, 2018, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditors consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Gulf Coast Center for Nonviolence, Inc. as of December 31, 2018, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated July 30, 2019, on our consideration of Gulf Coast Center for Nonviolence, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Gulf Coast Center for Nonviolence, Inc.'s internal control over financial reporting and compliance.

Certified Public Accountants

D'Iberville, Mississippi
July 30, 2019

Financial Statements

Gulf Coast Center for Nonviolence, Inc.
Statement of Financial Position
December 31, 2018

Assets

Current Assets	
Cash	$ 130,806
Grant Funds Receivable	734,297
Contributions Receivable	1,924
Assets Held for Sale	2,610
Inventory	7,992
Prepaid Expenses	5,107
Interest Receivable	7,368
Total Current Assets	890,104
Property and Equipment	
Land	31,894
Building	946,534
Equipment	176,943
Leasehold Improvements	2,266
Vehicles	78,499
Total Property and Equipment	1,236,136
Less: Accumulated Depreciation	(640,366)
Net Property and Equipment	595,770
Noncurrent Assets	
Cash	46,080
Investment in Certificates of Deposit	585,317
Investment in Debt and Equity Securities	826,571
Beneficial Interest in Third-Party Trust	103,525
Total Noncurrent Assets	1,561,493
Total Assets	$ 3,047,367

Liabilities and Net Assets

Current Liabilities	
Accounts Payable	$ 27,091
Accrued Salaries	44,175
Payroll and Related Liabilities	5,020
Accrued Compensated Absences	31,430
Total Liabilities	107,716
Net Assets	
Without Donor Restrictions:	
Board Designated for Children's Program	315,538
Investment in Fixed Assets, Net of Related Debt	595,770
Undesignated	1,924,818
Total Net Assets Without Donor Restrictions	2,836,126
With Donor Restrictions	103,525
Total Net Assets	2,939,651
Total Liabilities and Net Assets	$ 3,047,367

The accompanying notes are an integral part of these financial statements.

Gulf Coast Center for Nonviolence
Statement of Activities
For the Year Ended December 31, 2018

	Without Donor Restrictions	With Donor Restrictions	Total
Revenue and Other Support			
Government grants	$ 2,526,460	$ -	$ 2,526,460
Private and foundation grants	168,995	-	168,995
Contributions	184,226	-	184,226
Conference fees	24,175	-	24,175
Program service revenue	66,881		66,881
Interest and dividend income	62,899	-	62,899
Other revenue	31,325	-	31,325
Donated facilities - in kind	25,638	-	25,638
Gain on fixed assets disposals	2,100	-	2,100
Loss on investments	(91,198)	(10,150)	(101,348)
Total revenue and other support	3,001,501	(10,150)	2,991,351
Expenses			
Program Services			
Shelter services and operation	588,967	-	588,967
Compensation and related expenses	1,601,815	-	1,601,815
General and administrative	197,434	-	197,434
Total program services	2,388,216	-	2,388,216
Support Services			
Shelter services and operation	1,885	-	1,885
Compensation and related expenses	264,246	-	264,246
General and administrative	21,220	-	21,220
Fundraising	16,507	-	16,507
Total support services	303,858	-	303,858
Total expenses	2,692,074	-	2,692,074
Change in Net Assets	309,427	(10,150)	299,277
Net Assets, Beginning of Year	2,526,699	113,675	2,640,374
Net Assets, End of Year	$ 2,836,126	$ 103,525	$ 2,939,651

The accompanying notes are an integral part of these financial statements.

Gulf Coast Center for Nonviolence, Inc.
Statement of Functional Expenses
For the Year Ended December 31, 2018

	Program Services				Support Services			
	Nonviolence Shelter Biloxi	Nonviolence Shelter Adriene's House	Legal Clinic	Total Program Services	General and Administrative	Fundraising	Total Support Services	Total (Memorandum Only)
Shelter Services and Operation								
Advertising and public information	$ 8,978	$ -	$ -	$ 8,978	$ -	$ -	$ -	$ 8,978
Bad debts	10,458	-	-	10,458	-	-	-	10,458
Conferences and workshops	26,511	3,178	4,392	34,081	-	-	-	34,081
Contract labor	58,387	2,541	825	61,753	-	-	-	61,753
Dues and subscriptions	1,760	100	885	2,745	-	-	-	2,745
Drugs and medications	269	193	-	462	-	-	-	462
Education programs	48,421	-	-	48,421	-	-	-	48,421
Food and supplies	57,301	17,008	-	74,309	-	-	-	74,309
Insurance	12,985	9,499	1,623	24,107	-	-	-	24,107
Printing	3,282	-	634	3,916	-	-	-	3,916
Rent	35,820	33,540	7,200	76,560	618	-	618	77,178
Repair and maintenance	22,355	6,339	-	28,694	170	-	170	28,864
Training	6,362	193	-	6,555	1,097	-	1,097	7,652
Utilities	30,836	8,165	-	39,001	-	-	-	39,001
Victim assistance	12,079	669	-	12,748	-	-	-	12,748
Victim rent	155,238	209	-	155,447	-	-	-	155,447
Victim travel	732	-	-	732	-	-	-	732
Total shelter services and operation	491,774	81,634	15,559	588,967	1,885	-	1,885	590,852
Compensation and Related Expenses								
Compensation	917,170	251,508	183,165	1,351,843	240,151	10,053	250,204	1,602,047
Employee benefits	119,159	14,940	9,893	143,992	4,855	603	5,458	149,450
Payroll taxes	71,393	20,249	14,338	105,980	19,240	955	20,195	126,175
Total compensation and related expenses	1,107,722	286,697	207,396	1,601,815	264,246	11,611	275,857	1,877,672

Gulf Coast Center for Nonviolence, Inc.
Statement of Functional Expenses
For the Year Ended December 31, 2018

	Program Services				Support Services			
	Nonviolence Shelter Biloxi	Nonviolence Shelter Adriene's House	Legal Clinic	Total Program Services	General and Administrative	Fundraising	Total Support Services	Total (Memorandum Only)
General and Administrative								
Depreciation and amortization	49,160	-	-	49,160	-	-	-	49,160
Equipment	5,617	2,826	2,182	10,625	-	-	-	10,625
Fundraising	-	-	-	-	-	4,896	4,896	4,896
Insurance	12,985	-	-	12,985	3,902	-	3,902	16,887
Office supplies	13,167	3,367	3,916	20,450	5,511	-	5,511	25,961
Miscellaneous	1,087	-	57	1,144	-	-	-	1,144
Pest control	5,117	670	-	5,787	269	-	269	6,056
Postage	2,088	442	243	2,773	696	-	696	3,469
Professional fees	20,277	3,494	3,520	27,291	6,759	-	6,759	34,050
Staff travel	27,183	4,076	4,378	35,637	1,757	-	1,757	37,394
Telephone	18,714	2,503	6,050	27,267	2,211	-	2,211	29,478
Trash removal	2,178			2,178	115		115	2,293
Vehicle expense	1,821	316	-	2,137	-	-	-	2,137
Total general and administrative	159,394	17,694	20,346	197,434	21,220	4,896	26,116	223,550
Total Expenses	$ 1,758,890	$ 386,025	$ 243,301	$ 2,388,216	$ 287,351	$ 16,507	$ 303,858	$ 2,692,074

The accompanying notes are an integral part of these financial statements.

Gulf Coast Center for Nonviolence, Inc.
Statement of Cash Flows
For the Year Ended December 31, 2018

Cash Flows from Operating Activities	
Cash received from contributions, governmental entities, grants, and fees	$ 2,536,581
Cash paid for program and support services	(2,616,358)
Interest and dividends received	66,669
Net cash used in operating activities	(13,108)
Cash Flows from Investing Activities	
Redemption of certificates of deposit	164,327
Purchase of certificates of deposit	(85,000)
Sale of debt and equity securities	169,196
Purchase of debt and equity securities	(237,263)
Sale of donated property	81,722
Sale of property and equipment	2,100
Purchase of property and equipment	(153,505)
Net cash used in investing activities	(58,423)
Decrease in cash	(71,531)
Cash, beginning of year	248,417
Cash, end of year	$ 176,886

Gulf Coast Center for Nonviolence, Inc.
Statement of Cash Flows (Continued)
For the Year Ended December 31, 2018

Reconciliation of Changes in Net Assets to Net Cash Used in Operating Activities:	
Change in net assets	$ 299,277
Adjustments reconciling the change in net assets to net cash used in operating activities:	
Bad debts	10,458
Depreciation and amortization	49,160
Loss on investments	101,348
Fixed assets disposals	(2,100)
(Increase) decrease in assets:	
Grant funds receivable	(496,257)
Contributions receivable	333
Other receivable	4,805
Inventory	(5,241)
Prepaid expenses	1,690
Interest receivable	3,770
Increase (decrease) in liabilities:	
Accounts payable	3,208
Accrued salaries	5,316
Payroll and related liabilities	3,445
Accrued compensated absences	7,680
Total adjustments	(312,385)
Net cash used in operating activities	$ (13,108)

The accompanying notes are an integral part of these financial statements.

Notes to Financial Statements

Gulf Coast Center for Nonviolence, Inc.
Notes to Financial Statements
December 31, 2018

Note 1 – Summary of Significant Accounting Policies

Organization and Nature of Activities

The Gulf Coast Women's Center for Nonviolence, Inc., a non-profit organization, was incorporated in Mississippi on October 27, 1978. On July 1, 2016, the name was officially changed to Gulf Coast Center for Nonviolence, Inc., (the Center). The purpose of the Center is to provide food, shelter, assistance, counseling, and legal services to individuals and their children who have become victims of domestic violence or sexual assault. The Center provides services to a six-county area in South Mississippi.

Basis of Presentation

The financial statements of the Center have been prepared in conformity with accounting principles generally accepted in the United States of America, which require the Center to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions - Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Center. These net assets may be used at the discretion of the Center's management and the Board of Directors.

Net assets with donor restrictions - Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Center or by the passage of time. Other donor restrictions are perpetual in nature, where by the donor has stipulated the funds be maintained in perpetuity.

Contributions

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities. The Center received no contributions during the year with donor-imposed restrictions that would result in net assets with donor restrictions. However, the Center does have net assets with donor restrictions as a result of a beneficial interest in a third-party trust, which requires the asset to be permanently restricted.

Use of Estimates

In preparing financial statements in conformity with accounting principles generally accepted in the United States of America, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements, as well as revenues and expenses during the reporting period. Actual results could differ from those estimates.

Note 1 – Summary of Significant Accounting policies (Continued)

Income Taxes

The Center is a not-for-profit organization that is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code and comparable state law, and contributions to the Center are tax deductible within the limitations prescribed by the code.

The Center has implemented the accounting requirements associated with uncertainty in income taxes using the provision of Financial Accounting Standards Board (FASB) ASC 740, *Income Taxes*. Using that guidance, tax positions initially need to be recognized in the financial statements when it is more-likely-than-not the positions will be sustained upon examination by the tax authorities. It also provides guidance for derecognition, classification, interest and penalties, accounting in interim periods, disclosure, and transition. As of December 31, 2018, the Center has no uncertain tax positions that qualify for either recognition or disclosure in the financial statements.

Functional Allocation of Expenses

The cost of providing the Center's programs and support services has been summarized on a functional basis. Accordingly, certain costs have been allocated among the programs and support services benefited based on a combination of specific identification and allocation by management.

Cash and Cash Equivalents

For the purpose of the statement of cash flows, cash and cash equivalents are defined as demand deposits and savings accounts at local banks and cash accumulation accounts at a local brokerage firm and certificates of deposit with a maturity of three months or less, as applicable.

Grant Funds Receivable

The Center's grant funds receivable consists of amounts due from federal and state agencies under grant agreements and contracts. Grant funds receivable are written off when management determines that they are uncollectible. No allowance for doubtful accounts is considered necessary by management.

Contributions Receivable and Beneficial Interest in Third-Party Trust

The Center is a beneficiary of the David Charles Segaloff Trust (Trust) agreement dated March 14, 1997 with assets transferred to the Trust in the year ended December 31, 2000. This Trust is administered by the Peoples Bank (Trustee). The Trust is considered to be a perpetual trust held by a third-party in which the Center's 10% portion of the fair value of the Trust is deemed a permanently restricted asset of the Center with changes in the fair value recorded as a permanently restricted gain or loss. The Center's contributions receivable represents the current year income earned by the Trust that is due annually to the Center according to the trust agreement. No allowance for doubtful accounts is considered necessary by management.

Note 1 – Summary of Significant Accounting Policies (Continued)

Inventory

Food inventory purchased is valued at cost. No cost is recorded for donated inventory. This departure from accounting principles generally accepted in the United States of America is not considered material due to the insignificant amount of donated inventory.

Prepaid Expenses

Prepaid expenses consist of prepaid insurance costs and a vehicle service contract. These items are charged to expense in the periods to which they relate.

Investments

Investments in marketable securities with readily determinable fair values and all investments in debt securities are reported at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets. Investment income and gains restricted by a donor are reported as increases in unrestricted net assets if the restrictions are met (either by passage of time or by use) in the reporting period in which the income and gains are recognized. The amount reported as investments represents investments in certificates of deposit with maturities greater than three months, mutual funds, and debt securities. The amount of the interest accrued related to the certificates of deposit has been recognized as income in the period to which it relates.

Property and Equipment

Property and equipment is stated at original cost if purchased and fair market value if received by donation. Depreciation is provided over the estimated useful lives of the related assets using the straight-line method. The estimated useful lives for property and equipment used to compute the straight-line method of depreciation are as follows:

Asset	Useful Life
Building	40 years
Equipment	5-10 years
Leasehold improvements	40 years
Vehicles	5 years

In years prior to 1988, the Center did not capitalize the cost of property and equipment or provide for depreciation. However, the Center changed its method of accounting for property and equipment acquired during the year ended December 31, 1988 and all future periods. The Center does not maintain an inventory of property and equipment acquired in years prior to 1988 and has not determined the related acquisition values of those assets and depreciation. Management believes the amount would be immaterial, thus these financial statements do not include such amounts.

Expenditures for buildings, equipment, and vehicles are capitalized if the cost of an item exceeds the minimum value of $500 established by the Center. Expenditures for major renewals and betterments that extend the useful lives of buildings, equipment and vehicles are capitalized. Expenditures for maintenance and repairs are charged to expense as incurred.

Note 1 – Summary of Significant Accounting Policies (Continued)

Property and Equipment (Continued)

The Center reviews long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If these assets are considered to be impaired, the impairment loss recognized is measured as the amount by which the carrying amount of the assets exceeds the fair value of the assets. Assets to be disposed of are reported at the lower of the carrying amount or the fair value less costs to sell.

Accrued Compensated Absences

Employees earn a vested right to compensation for unused vacation absences. Accordingly, the estimated cost of vacation pay earned, but not used, by the Center's employees has been recorded.

Contributed Services

The value of contributed services meeting the requirements for recognition in the financial statements is not material and has not been recorded. In addition, many individuals volunteer their time and perform a variety of tasks that assist the Center, but these services do not meet the criteria for recognition as contributed services.

Donated Facilities

The Center uses donated office space owned by Harrison County in connection with its legal assistance program, office space owned by George County, and an office at the Hancock Medical Center. The revenue and cost of donated use of these offices is reflected on the statement of activities as donated facilities – in kind and is included in rent expense on the statement of functional expenses.

Implementation of New Accounting Standard

On August 18, 2016, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2016-14, Not-for-Profit Entities (Topic 958) - Presentation of Financial Statements of Not-for-Profit Entities. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. A key change required by ASU 2016-14 is the net asset classes used in these financial statements. Amounts previously reported as unrestricted net assets are now reported as net assets without donor restrictions and amounts previously reported as temporarily restricted net assets and permanently restricted net assets are now reported as net assets with donor restrictions. A footnote on liquidity has also been added (Note 11).

Note 2 – Grant Funds Receivable

Grant funds receivable consists of the following:

Block Grants for Community Health Services	$ 11,596
Continuum of Care Housing Programs	2,944
Crime Victim Assistance Grants	594,840
Emergency Shelter Grants Program	14,533
Family Violence Prevention and Services	37,428
Injury prevention and Control Research and State and Community Based Programs	2,369
Preventive Health and Health Services Block Grant - Rape Crisis Program	16,987
Transition to Permanent Housing Program	8,074
Violence Against Women Formula Grants	17,242
Total federal grants receivable	706,013
Domestic Violence Program	28,284
Total state grant funds receivable	28,284
Total grant funds receivable	$ 734,297

Note 3 – Contributions Receivable and Beneficial Interest in Third-Party Trust

Contributions Receivable

Contributions receivable at December 31, 2018 consists of $1,924 of income earned by the David Charles Segaloff Trust (Trust), which will be received within one year. The Center is a beneficiary of this Trust, and as such is entitled to a portion of the annual net income of the Trust. Management estimates the Center's portion of the annual income from this Trust to approximate $2,000, based on the assumption of average economic conditions.

Beneficial Interest in Third-Party Trust

The beneficial interest in the third-party perpetual trust is the Center's 10% portion of the fair value of the David Charles Segaloff Trust (Trust) at December 31, 2018, as provided by the third-party trustee. The total fair value of the Trust at December 31, 2018 is $1,035,250, based on unadjusted quoted market prices within active markets (Level 1 measurements), with $103,525 recognized as the Center's 10% portion. The resulting change in the fair value for the year ended December 31, 2018, resulted in an unrealized loss of $10,150.

Note 4 - Investments

Certificates of Deposit

The Center's investment in certificates of deposit consists of sixteen certificates with a total value of $585,316. The terms of the certificates vary with maturities beginning July, 2019 to June, 2025, with interest rates ranging from 2.00% to 4.00%, and with interest payments due semi-annually. Interest has been accrued for the year ended December 31, 2018 in the amount of $3,580 for the related certificates of deposit. Approximately $311,255 of the total value of the certificates of deposit represent a portion of the distribution from the Marguerite Fayard Charitable Trust in February 2002, which the Center invested and the Board designated to be set aside for the purpose of construction of a building to house the Children's Program.

Debt and Equity Securities

The Center's investment in debt and equity securities is summarized as follows:

	Cost	Fair Value	Unrealized Gain (Loss)
Corporate and municipal bonds	$ 462,745	$ 452,681	$ (10,064)
Equity mutual funds	340,413	330,232	(10,181)
U.S. Treasury securities	42,956	43,658	702
Total investments	$ 846,114	$ 826,571	$ (19,543)

Investment Return

The following summarizes the investment return and its classification in the statement of activities for the year ended December 31, 2018:

	Amount
Interest and dividend income earned on investments and interest-bearing cash accounts	$ 62,899
Realized gain, debt and equity securities	6,032
Unrealized loss, debt and equity securities	(97,230)
Unrealized loss, Segaloff Trust	(10,150)
Total investment return	$ (38,449)

Note 5 – Fair Value of Financial Instruments

The Financial Accounting Standards Board ASC 820, *Fair Value Measurements,* establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to measurements involving significant unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are as follows:

- Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities that the Center has the ability to access at the measurement date.
- Level 2 inputs are inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly.
- Level 3 inputs are unobservable inputs for the asset or liability.

All of the Center's marketable securities have been valued using Level 1 measurements.

Note 6 – Property and Equipment

A summary of changes in property and equipment and the related accumulated depreciation is as follows:

Asset	Balance 12/31/2017	Additions	Retirements	Balance 12/31/2018
Land	$ 31,894	$ -	$ -	$ 31,894
Building	888,383	58,151	-	946,534
Equipment	134,284	66,568	(23,909)	176,943
Leasehold improvements	2,266	-	-	2,266
Vehicles	67,712	28,787	(18,000)	78,499
Total property and equipment	1,124,539	153,506	(41,909)	1,236,136
Less: accumulated depreciation	(632,895)	(49,160)	41,689	(640,366)
Net property and equipment	$ 491,644	104,346	(220)	595,770

Depreciation expense included in the statement of activities and the statement of functional expenses totaled $49,160 for the year ended December 31, 2018.

Note 7 – Net Assets

Net Assets without Donor Restrictions

Net assets without donor restrictions are available to meet either the general obligations of the Center or Board designated purposes. During the year ended December 31, 2002, the Marguerite Fayard Charitable Trust was disbursed to the trust beneficiaries. The Board of Directors of the Center, one of the trust beneficiaries, designated the distributed funds for the construction of a building to house the Children's Program. See Note 4 for further information regarding the Marguerite Fayard Charitable Trust distribution and subsequent investment by the Center.

Net Assets with Donor Restrictions

Net assets with Donor Restrictions consist of the Center's 10% portion of the fair value of the David Charles Segaloff Trust at December 31, 2018. See Note 3 for further information regarding the Trust.

Note 8 – Retirement Plan

The Center maintains a retirement plan (Simple Plan) for its employees. The plan allows employees to defer annually up to $12,500 of their salaries as contributions subject to the Internal Revenue Code maximum limitations. The Center may also make matching contributions, currently three percent, under the plan. Employee and Center contributions to the plan totaled $25,293 for the year ended December 31, 2018, which includes matching contributions of $9,331 included in employee benefits in the statement of functional expenses.

Note 9 – Lease Commitments

The Center leases facilities and equipment on a month-to-month and annual basis. Rent expense related to these facilities and equipment totaled $51,540 for the year and is included with rent expense in the shelter services and operation category of the statement of activities. There were no operating leases with noncancelable terms in excess of one year as of December 31, 2018.

Note 10 – Donated Materials, Supplies, Equipment and Services

The Center receives various types of in-kind contributions. Contributed services are recognized at fair value if the services received (a) create or enhance long-lived assets or (b) require specialized skills, are provided by individuals processing those skills, and would typically need to be purchased if not provided by donation. Contributions of tangible assets are recognized at fair value when received. The amounts reflected in the accompanying financial statements as donated assets are offset by a like amount included in assets held for sale on the statement of financial position. During the year ended December 31, 2018, the Center received donated office space totaling $25,638. Contributions of the donated space are recognized at fair value of the rental. The amounts reflected in the accompanying financial statements as donated facilities – in kind are offset by a like amount included in rent expense on the statement of functional expenses. On April 12, 2018, the Center sold a single-family home donated to the Center in the prior year for $81,722. No gain or loss was recognized on the sale.

Note 10 – Donated Materials, Supplies, Equipment and Services (Continued)

Generally, the Center does not record the value of donated materials and supplies. Accounting principles generally accepted in the United States of America require that items such as donated inventory, supplies, and materials be recorded at fair value as of the date of donation. This departure from accounting principles generally accepted in the United States of America is not considered material due to the insignificant amount individually, and in the aggregate, of these donated items.

The Center actively solicits and receives volunteer services from the general public. During the year ended December 31, 2018, 29,416 volunteer hours were received from non-professionals and professionals. Of the volunteer hours, less than one percent relates to hours received from professionals. No amounts have been recognized in the accompanying statement of activities because the criteria for recognition of such volunteer effort have not been satisfied for non-professional volunteer hours and the value of the professional volunteer hours which do meet the criteria for recognition is not material to the financial statements.

Note 11 – Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the date of the statement of financial position, comprise the following:

Cash	$ 176,886
Grant funds receivable	734,297
Contributions receivable	1,924
Interest receivable	7,368
Investment in debt and equity securities	826,571
Total	$1,747,046

Grant funds receivable consists of grant revenues expected to be received on a reimbursement basis; contributions receivable represents current year distributions from the David Charles Segaloff Trust; and interest receivable represents interest earnings accrued on investments, all expected to be collected within one year of the date of the statement of financial position.

Cash in the amount of $46,080 and investments in debt and equity securities in the amount of $826,571 are considered operating reserves by the Center's Board of Directors, and are therefore classified as noncurrent assets on the statement of financial position. However, these reserves are available for use as directed by the Board of Directors within one year of the date of the statement of financial position.

Note 12 – Risks and Uncertainties

Credit Risk

The Center maintains its cash balances in various financial institutions located in Biloxi, Mississippi. The balances at these financial institutions are insured by the Federal Deposit Insurance Corporation (FDIC). At various times there may be balances in the banks that exceed the FDIC limit. However, at December 31, 2018, the Center had no uninsured cash balances. Cash accounts at brokerage firms are insured by the Securities Investors Protection Corporation (SIPC) up to $250,000 and the securities are insured by SIPC up to $500,000. Balances above $500,000 are secured by additional protection purchased by the brokerage firms; however, the aggregate protection limit for all claims is $1.9 billion per brokerage firm. SIPC insurance covers theft or destruction of securities and cash; it does not cover market losses. As of December 31, 2018, the Center had no significant investments or cash with brokerage firms which were unsecured by SIPC limits.

Economic Dependency

The Center received approximately 84% of the Center's total support from local governmental entities and federal and state grants for the year ended December 31, 2018. Approximately 77% was from federal grants and the remaining 23% was from state and local government grants.

Note 13 - New Accounting Standards Issued and Effective for Future Periods

In May 2014, FASB issued ASU No. 2014-09, Revenue from Contracts with Customers (Topic 606), establishing a single comprehensive model for entities to use in accounting for revenue arising from contracts with customers. This update provides a five-step analysis in determining when and how revenue is recognized. The new model will require revenue recognition to depict the transfer of promised goods or services to customers in an amount that reflects the consideration a company expects to receive in exchange for those goods or services and will supersede most of the existing revenue recognition guidance, including industry-specific guidance. This guidance is effective for annual reporting periods beginning after December 15, 2018, for nonpublic entities.

In February 2016, the FASB issued ASU No. 2016-02, Leases (Topic 842). The ASU will require most leases to be recognized on the statement of financial position as lease assets and lease liabilities and will require both quantitative and qualitative disclosures regarding key information about leasing arrangements. Lessor accounting is largely unchanged. The guidance is effective for fiscal years beginning after December 15, 2019, for nonpublic entities. The standard may be early adopted and requires a modified retrospective transition approach to apply.

In August 2016, the FASB issued ASU No. 2016-15, Statement of Cash Flows (Topic 230): Classification of Certain Cash Receipts and Cash Payments. This update provides guidance on how to record eight specific cash flow issues, and how the predominant principle should be applied when cash receipts and cash payments have more than one class of cash flows. This standard is effective for fiscal years beginning after December 15, 2018, and interim periods beginning after December 15, 2019, for nonpublic entities, with early adoption permitted. Adoption will be applied retrospectively to all periods presented.

Note 13 - New Accounting Standards Issued and Effective for Future Periods (Continued)

In November 2016, the FASB issued ASU No. 2016-18, Statement of Cash Flows (Topic 230) – Restricted Cash, which requires entities to show the changes in the total of cash, cash equivalents, restricted cash and restricted cash equivalents in the statement of cash flows. As a result, entities will no longer present transfers between cash and cash equivalents and restricted cash and restricted cash equivalents in the statement of cash flows. For nonpublic entities, the amendments are effective for annual periods beginning after December 15, 2018, and interim periods within fiscal years beginning after December 15, 2019. Early adoption permitted.

In June 2018, the FASB issued ASU No. 2018-08, Not-for-Profit Entities (Topic 958): Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made. These amendments clarify and improve the nonprofit organizations and business enterprises. The ASU clarifies and improves current guidance about whether a transfer of assets, or the reduction, settlement, or cancellations of liabilities, is a contribution or an exchange transaction. It provides criteria for determining whether the resource provider is receiving commensurate value in return for the resources transferred which, depending on the outcome, determines whether the organization follows contribution guidance or exchange transaction guidance in the revenue recognition and other applicable standards.

It also provides a more robust framework for determining whether a contribution is conditional or unconditional, and for distinguishing a donor-imposed condition from a donor-imposed restriction. This is important because such classification affects the timing of contribution revenue and expense recognition. With some exceptions, the guidance is effective for annual periods beginning after December 15, 2018 or December 15, 2019, if the nonprofit organization is a resource recipient or a resource provider, respectively. Early adoption is permitted.

Note 14 – Subsequent Events

The Center has evaluated subsequent events through July 30, 2019, the date which the financial statements were issued. The following subsequent event was identified requiring disclosure.

On March 11, 2019, the Center purchased a parcel of real estate located in Jackson County, Mississippi at a cost of $136,232.

Reports on Compliance and Internal Control

FLETCHER
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CERTIFIED PUBLIC ACCOUNTANTS

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Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Board of Directors
Gulf Coast Center for Nonviolence, Inc.
Biloxi, Mississippi

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Gulf Coast Center for Nonviolence, Inc. (a nonprofit organization), which comprise the statement of financial position as of December 31, 2018, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated July 30, 2019.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Gulf Coast Center for Nonviolence, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Gulf Coast Center for Nonviolence, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Gulf Coast Center for Nonviolence, Inc.'s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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Compliance and Other Matters

As part of obtaining reasonable assurance about whether Gulf Coast Center for Nonviolence, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Hebbe and Company, PLLC.
Certified Public Accountants

D'Iberville, Mississippi
July 30, 2019

FLETCHER
& COMPANY, PLLC
CERTIFIED PUBLIC ACCOUNTANTS

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Independent Auditor's Report on Compliance for Each Major Program and on Internal Control over Compliance Required by the Uniform Guidance

Board of Directors
Gulf Coast Center for Nonviolence, Inc.
Biloxi, Mississippi

Report on Compliance for Each Major Federal Program

We have audited Gulf Coast Center for Nonviolence, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Gulf Coast Center for Nonviolence, Inc.'s major federal programs for the year ended December 31, 2018. Gulf Coast Center for Nonviolence, Inc.'s major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Gulf Coast Center for Nonviolence, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Gulf Coast Center for Nonviolence, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Gulf Coast Center for Nonviolence, Inc.'s compliance.

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Opinion on Each Major Federal Program

In our opinion, Gulf Coast Center for Nonviolence, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2018.

Report on Internal Control over Compliance

Management of Gulf Coast Center for Nonviolence, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Gulf Coast Center for Nonviolence, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Gulf Coast Center for Nonviolence, Inc.'s internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Hobbs and Company, PLLC.
Certified Public Accountants

D'Iberville, Mississippi
July 30, 2019

Gulf Coast Center for Nonviolence, Inc.
Schedule of Expenditures of Federal Awards
For the Year Ended December 31, 2018

Federal Grantor/Pass-Through Grantor/ Program or Cluster Title	Federal CFDA Number	Identifying Number	Federal Expenditures
U.S. Department of Housing and Urban Development			
Passed through the City of Biloxi:			
Community Development Block Grants	14.218	64-0634613	10,000
Passed through the City of Pascagoula:			
Community Development Block Grants	14.218	64-0634613	7,323
Total Community Development Block Grants Program			17,323
Passed through the Mississippi Home Corporation:			
Emergency Solutions Grant Program	14.231	1727- ESG-GCWC-17	112,317
Emergency Solutions Grant Program	14.231	1728- ESG-GCWC-18	14,442
Emergency Solutions Grant Program	14.231	1727-ESG-AHS-17	47,430
Total Emergency Solutions Grant Program			174,189
Continuum of Care Program	14.267	MS 0022L 4G 031 609	24,019
Continuum of Care Program	14.267	MS 0022L 4G 031 710	18,940
Continuum of Care Program	14.267	MS 0088L 4G 031 600	21,959
Continuum of Care Program	14.267	MS 0088L 4G 031 701	26,833
Total Continuum of Care Program			91,751
Total U.S. Department of Housing and Urban Development			283,263
U.S. Department of Justice			
Passed through the Mississippi Department of Health			
Sexual Assault Services Formula Program	16.017	2016-KF-AX-0038	18,825
Sexual Assault Services Formula Program	16.017	2017-WF-AX-0049	19,112
Total Sexual Assault Services Formula Program			37,937
Crime Victim Assistance Grants	16.575	2015-VA-GX-4038	671,357
Crime Victim Assistance Grants	16.575	2016-VA-GX-0024	608,450
Crime Victim Assistance Grants	16.575	2016-VA-GX-0824	117,350
Crime Victim Assistance Grants	16.575	2017-VA-GX-0049	147,710
Total Crime Victim Assistance Grants			1,544,867
Violence Against Women Formula Grants	16.588	2016-WF-AX-0044	18,072
Violence Against Women Formula Grants	16.588	2017-WF-AX-0047	15,447
Total Violence Against Women Formula Grants			33,519
Transitional Housing Assistance for Victims of Domestic Violence, Dating Violence, Stalking, or Sexual Assault	16.736	2016-WH-AX-0061	98,404
Total U.S. Department of Justice			1,714,727

Gulf Coast Center for Nonviolence, Inc.
Schedule of Expenditures of Federal Awards (Continued)
For the Year Ended December 31, 2018

Federal Grantor/Pass-Through Grantor/ Program or Cluster Title	Federal CFDA Number	Identifying Number	Federal Expenditures
U.S. Department of Health and Human Services			
Passed through the State of Mississippi Department of Health:			
Family Violence Prevention and Services	93.671	G-1701MSFVPS	162,351
Injury Prevention and Control Research and State and Community Based Programs	93.136	5NVF2CE0024	57,333
Preventive Health and Health Services Block Grant	93.991	1NBO1009104-01-00	10,792
Passed through the State of Mississippi Department of Mental Health:			
Block Grants for Community Mental Health Services	93.958	CM178411	31,356
Block Grants for Community Mental Health Services	93.958	CM188411	30,516
Total Block Grants for Community Mental Health Services			61,872
Total U.S. Department of Health and Human Services			292,348
U.S. Department of Homeland Security			
Passed through the Open Doors Homeless Coalition:			
Emergency Food and Shelter National Board Program	97.024	LRO 513600-001, Phase 34	5,429
Emergency Food and Shelter Program Board Program	97.024	LRO 513600-001, Phase 35	5,000
Total U.S. Department of Homeland Security			10,429
Total Expenditures of Federal Awards			$ 2,300,767

See accompanying notes to the schedule of expenditures of federal awards.

Gulf Coast Center for Nonviolence, Inc.
Notes to the Schedule of Expenditures of Federal Awards
For the Year Ended December 31, 2018

Note 1 - Basis of Presentation

- The accompanying Schedule of Expenditures of Federal Awards includes the federal grant and activity of Gulf Coast Center for Nonviolence, Inc. for the year ended December 31, 2018; The information in this schedule is presented in accordance with the requirements of *Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the schedule presents only a selected portion of the operations of the Center, it is not intended to and does not present the financial position, changes in net position, or cash flows of the Center.

Note 2 – Summary of Significant Accounting Policies

- Expenditures reported on the schedule of expenditures of federal awards are presented on the accrual basis of accounting, the same basis of accounting and the same significant accounting policies as applicable, as those used in the preparation of the Center's financial statements. Such expenditures are recognized following, as applicable, either the cost principles in OMB Circular A-122, Cost Principles for Nonprofit Organizations, or the cost principles contained in *Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,* wherein certain types of expenditures are not allowable or are limited as to reimbursement.

- The Center did not have any non-cash awards or subrecipients during the fiscal year.

- The Center elected to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.

Gulf Coast Center for Nonviolence, Inc.
Schedule of Findings and Questioned Costs
Year Ended December 31, 2018

Section 1 – Summary of Auditor's Results

Financial Statements

Type of auditor's report issued:	Unmodified
Internal control over financial reporting:	
Material weakness(es) identified?	No
Significant deficiency(s) identified that are not considered to be material weakness(es)?	None reported
Noncompliance material to financial statements noted?	No

Federal Awards

Internal control over major programs:	
Material weakness(es) identified?	No
Significant deficiency(s) identified that are not considered to be material weakness(es)?	None reported
Type of auditor's report issued on compliance for major programs:	Unmodified
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	No

Identification of major programs:

CFDA Number	Name of Federal Program or Cluster
16.575	Crime Victim Assistance

Dollar threshold used to distinguish between type A and type B programs	$750,000
Auditee qualified as low-risk auditee?	Yes

Gulf Coast Center for Nonviolence, Inc.
Schedule of Findings and Questioned Costs
Year Ended December 31, 2018

Section II – Financial Statement Findings

None

Section III – Federal Awards Findings

None

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2019, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE A DONATION OF FUNDS TO THE CASA OF HARRISON COUNTY, INC., PURSUANT TO MISS. CODE ANN. §§ 21-19-65 and 21-17-1(8) (REV. 2015), AND FOR RELATED PURPOSES

WHEREAS, pursuant to Miss. Code Ann. § 21-19-65 (Rev. 2015), a municipality may "expend monies from the municipal general fund to match any other funds for the purpose of supporting social and community service programs including, but not limited to, juvenile residential treatment centers; juvenile and half-way houses; prenatal care facilities; child day care facilities; mentally ill and alcoholics half-way houses; child and adult emergency shelters; elderly home health aides programs"; and

WHEREAS, pursuant to Miss. Code Ann. § 21-17-1(8) (Rev. 2015), a municipality may "expend municipal funds to match any state, federal or private funding or any program administered by … any nonprofit organization that is exempt under 26 USCS Section 501(c)(3) from paying federal income tax; and

WHEREAS, the City of Gulfport desires to donate matching funds, in the amount of $5,000.00 to the CASA of Harrison County, Inc., a social and community service program (as contemplated by Miss. Code Ann. § 21-19-65) and a tax exempt nonprofit organization (as contemplated by Miss. Code Ann. § 21-17-1(8) to match funding received by the CASA of Harrison County, Inc., from various entities noted in the attached IRS Form 990-; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such donation and that making the aforementioned donation, which shall be paid out of available funds in the general fund of the City, is in the best interest of the City of Gulfport.

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

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

Section 2. That the City of Gulfport, by and through its Mayor, is hereby authorized to donate municipal matching funds, via special check which is hereby authorized, in the amount of $5,000.00 to the CASA of Harrison County, Inc.

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

AYES	**NAYS**	**ABSENT**

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

Form **990-EZ**

Short Form
Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to *www.irs.gov/Form990EZ* for instructions and the latest information.

OMB No. 1545-1150

2018

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

A For the 2018 calendar year, or tax year beginning January 01 , 2018, and ending December 31 , 20 18

B Check if applicable:
- ☐ Address change
- ☐ Name change
- ☐ Initial return
- ☐ Final return/terminated
- ☑ Amended return
- ☐ Application pending

C Name of organization
CASA OF HARRISON COUNTY

Number and street (or P.O. box, if mail is not delivered to street address) | Room/suite
47 Maples Drive

City or town, state or province, country, and ZIP or foreign postal code
Gulfport, MS 39507

D Employer identification number
26-3268141

E Telephone number
228-865-7078

F Group Exemption Number ▶

G Accounting Method: ☐ Cash ☑ Accrual Other (specify) ▶

H Check ▶ ☐ if the organization is **not** required to attach Schedule B (Form 990, 990-EZ, or 990-PF).

I Website: ▶ casaharrisoncounty.org

J Tax-exempt status (check only one) — ☑ 501(c)(3) ☐ 501(c) ( ) ◀ (insert no.) ☐ 4947(a)(1) or ☐ 527

K Form of organization: ☐ Corporation ☐ Trust ☐ Association ☑ Other 501(c)3

L Add lines 5b, 6c, and 7b to line 9 to determine gross receipts. If gross receipts are $200,000 or more, or if total assets (Part II, column (B)) are $500,000 or more, file Form 990 instead of Form 990-EZ . . . . . ▶ $ 154,604

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (see the instructions for Part I)

Check if the organization used Schedule O to respond to any question in this Part I . . . . . ☑

Revenue	1	Contributions, gifts, grants, and similar amounts received		1	153,018
	2	Program service revenue including government fees and contracts		2	
	3	Membership dues and assessments		3	
	4	Investment income		4	
	5a	Gross amount from sale of assets other than inventory	5a		
	b	Less: cost or other basis and sales expenses	5b		
	c	Gain or (loss) from sale of assets other than inventory (Subtract line 5b from line 5a)		5c	
	6	Gaming and fundraising events:			
	a	Gross income from gaming (attach Schedule G if greater than $15,000)	6a	0	
	b	Gross income from fundraising events (not including $ 39,955 of contributions from fundraising events reported on line 1) (attach Schedule G if the sum of such gross income and contributions exceeds $15,000)	6b	0	
	c	Less: direct expenses from gaming and fundraising events	6c	11,934	
	d	Net income or (loss) from gaming and fundraising events (add lines 6a and 6b and subtract line 6c)		6d	(11,934)
	7a	Gross sales of inventory, less returns and allowances	7a		
	b	Less: cost of goods sold	7b		
	c	Gross profit or (loss) from sales of inventory (Subtract line 7b from line 7a)		7c	
	8	Other revenue (describe in Schedule O)		8	1,586
	9	**Total revenue.** Add lines 1, 2, 3, 4, 5c, 6d, 7c, and 8		9	142,670
Expenses	10	Grants and similar amounts paid (list in Schedule O)		10	
	11	Benefits paid to or for members		11	
	12	Salaries, other compensation, and employee benefits		12	83,568
	13	Professional fees and other payments to independent contractors		13	4,200
	14	Occupancy, rent, utilities, and maintenance		14	2,369
	15	Printing, publications, postage, and shipping		15	1,578
	16	Other expenses (describe in Schedule O)		16	15,018
	17	**Total expenses.** Add lines 10 through 16		17	106,733
Net Assets	18	Excess or (deficit) for the year (Subtract line 17 from line 9)		18	35,936
	19	Net assets or fund balances at beginning of year (from line 27, column (A)) (must agree with end-of-year figure reported on prior year's return)		19	86,324
	20	Other changes in net assets or fund balances (explain in Schedule O)		20	0
	21	Net assets or fund balances at end of year. Combine lines 18 through 20		21	122,260

Part II **Balance Sheets** (see the instructions for Part II)
Check if the organization used Schedule O to respond to any question in this Part II . . . . . ☑

		(A) Beginning of year		(B) End of year
22	Cash, savings, and investments	86,324	22	124,469
23	Land and buildings		23	
24	Other assets (describe in Schedule O)	0	24	2,040
25	**Total assets**	86,324	25	126,509
26	**Total liabilities** (describe in Schedule O)	0	26	4,249
27	**Net assets or fund balances** (line 27 of column (B) **must** agree with line 21)	86,324	27	122,260

Part III **Statement of Program Service Accomplishments** (see the instructions for Part III)
Check if the organization used Schedule O to respond to any question in this Part III . . ☑

What is the organization's primary exempt purpose? See Schedule O

Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. In a clear and concise manner, describe the services provided, the number of persons benefited, and other relevant information for each program title.

Expenses (Required for section 501(c)(3) and 501(c)(4) organizations; optional for others.)

28 **Advocate for the abused and neglected children of Harrison County, MS**

(Grants $ 0) If this amount includes foreign grants, check here . . . . ▶ ☐ 28a 18,164

29

(Grants $) If this amount includes foreign grants, check here . . . . ▶ ☐ 29a

30

(Grants $) If this amount includes foreign grants, check here . . . . ▶ ☐ 30a

31 Other program services (describe in Schedule O) . . . . . .
(Grants $) If this amount includes foreign grants, check here . . . . ▶ ☐ 31a

32 **Total program service expenses** (add lines 28a through 31a) . . . . . ▶ 32 18,164

Part IV **List of Officers, Directors, Trustees, and Key Employees** (list each one even if not compensated—see the instructions for Part IV)
Check if the organization used Schedule O to respond to any question in this Part IV . . . . . ☑

(a) Name and title	(b) Average hours per week devoted to position	(c) Reportable compensation (Forms W-2/1099-MISC) (if not paid, enter -0-)	(d) Health benefits, contributions to employee benefit plans, and deferred compensation	(e) Estimated amount of other compensation
Binoy Mishra Board Member	1	0	0	0
Cindy Pritchard Board President	1	0	0	0
Dianne Albrecht Board Member	1	0	0	0
Ellie Marchand Board Vice President	1	0	0	0
Joy Tucei Board Member	1	0	0	0
Michael Dickinson Board Treasurer	1	0	0	0
Rebecca Powers Board Secretary	1	0	0	0
Tim Bennett Board Member	1	0	0	0
Robert Gargiulo Board Member	1	0	0	0
Tammy Frierson Board Member	1	0	0	0
Missy Dombrowski Board Member	1	0	0	0
Victoria Clark Board Member	1	0	0	0

Part V **Other Information** (Note the Schedule A and personal benefit contract statement requirements in the instructions for Part V.) Check if the organization used Schedule O to respond to any question in this Part V . ☐

			Yes	No
33	Did the organization engage in any significant activity not previously reported to the IRS? If "Yes," provide a detailed description of each activity in Schedule O	33	☐	☑
34	Were any significant changes made to the organizing or governing documents? If "Yes," attach a conformed copy of the amended documents if they reflect a change to the organization's name. Otherwise, explain the change on Schedule O. See instructions	34	☐	☑
35a	Did the organization have unrelated business gross income of $1,000 or more during the year from business activities (such as those reported on lines 2, 6a, and 7a, among others)?	35a	☐	☑
b	If "Yes" to line 35a, has the organization filed a Form 990-T for the year? If "No," provide an explanation in Schedule O	35b	☐	☐
c	Was the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization subject to section 6033(e) notice, reporting, and proxy tax requirements during the year? If "Yes," complete Schedule C, Part III	35c	☐	☑
36	Did the organization undergo a liquidation, dissolution, termination, or significant disposition of net assets during the year? If "Yes," complete applicable parts of Schedule N	36	☐	☑
37a	Enter amount of political expenditures, direct or indirect, as described in the instructions ▶ 37a 0			
b	Did the organization file **Form 1120-POL** for this year?	37b	☐	☑
38a	Did the organization borrow from, or make any loans to, any officer, director, trustee, or key employee **or** were any such loans made in a prior year and still outstanding at the end of the tax year covered by this return?	38a	☐	☑
b	If "Yes," complete Schedule L, Part II and enter the total amount involved 38b			
39	Section 501(c)(7) organizations. Enter:			
a	Initiation fees and capital contributions included on line 9 39a			
b	Gross receipts, included on line 9, for public use of club facilities 39b			
40a	Section 501(c)(3) organizations. Enter amount of tax imposed on the organization during the year under: section 4911 ▶ ; section 4912 ▶ ; section 4955 ▶			
b	Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in any section 4958 excess benefit transaction during the year, or did it engage in an excess benefit transaction in a prior year that has not been reported on any of its prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I	40b	☐	☑
c	Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Enter amount of tax imposed on organization managers or disqualified persons during the year under sections 4912, 4955, and 4958 ▶			
d	Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Enter amount of tax on line 40c reimbursed by the organization ▶			
e	All organizations. At any time during the tax year, was the organization a party to a prohibited tax shelter transaction? If "Yes," complete Form 8886-T	40e	☐	☑
41	List the states with which a copy of this return is filed ▶ MS			
42a	The organization's books are in care of ▶ Michal Thornton Bookkeeping Telephone no. ▶ 228-731-0412 Located at ▶ 211 W Griffin Ave, Geneva, AL ZIP + 4 ▶ 36340			
b	At any time during the calendar year, did the organization have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? If "Yes," enter the name of the foreign country ▶ See the instructions for exceptions and filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).	42b	☐	☑
c	At any time during the calendar year, did the organization maintain an office outside the United States? If "Yes," enter the name of the foreign country ▶	42c	☐	☑
43	Section 4947(a)(1) nonexempt charitable trusts filing Form 990-EZ in lieu of **Form 1041**—Check here ▶ ☐ and enter the amount of tax-exempt interest received or accrued during the tax year ▶ 43			

			Yes	No
44a	Did the organization maintain any donor advised funds during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ	44a	☐	☑
b	Did the organization operate one or more hospital facilities during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ	44b	☐	☑
c	Did the organization receive any payments for indoor tanning services during the year?	44c	☐	☑
d	If "Yes" to line 44c, has the organization filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O	44d	☐	☐
45a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	45a	☐	☑
b	Did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," Form 990 and Schedule R may need to be completed instead of Form 990-EZ. See instructions	45b	☐	☑

		Yes	No
46	Did the organization engage, directly or indirectly, in political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I 46	☐	☑

Part VI Section 501(c)(3) Organizations Only

All section 501(c)(3) organizations must answer questions 47–49b and 52, and complete the tables for lines 50 and 51.

Check if the organization used Schedule O to respond to any question in this Part VI . . . . . ☐

		Yes	No
47	Did the organization engage in lobbying activities or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II 47	☐	☑
48	Is the organization a school as described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E 48	☐	☑
49a	Did the organization make any transfers to an exempt non-charitable related organization? 49a	☐	☑
b	If "Yes," was the related organization a section 527 organization? 49b	☐	☐

50 Complete this table for the organization's five highest compensated employees (other than officers, directors, trustees, and key employees) who each received more than $100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and title of each employee	(b) Average hours per week devoted to position	(c) Reportable compensation (Forms W-2/1099-MISC)	(d) Health benefits, contributions to employee benefit plans, and deferred compensation	(e) Estimated amount of other compensation
NONE				

f Total number of other employees paid over $100,000 . . . . ▶

51 Complete this table for the organization's five highest compensated independent contractors who each received more than $100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and business address of each independent contractor	(b) Type of service	(c) Compensation
NONE		

d Total number of other independent contractors each receiving over $100,000 . . ▶

52 Did the organization complete Schedule A? **Note:** All section 501(c)(3) organizations must attach a completed Schedule A . . . . . ▶ ☑ Yes ☐ No

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

▶ Signature of officer — Date

▶ Jean Herrin Executive Director
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check [if self-employed	PTIN
Firm's name ▶			Firm's EIN ▶	
Firm's address ▶			Phone no.	

May the IRS discuss this return with the preparer shown above? See instructions . . . . . ▶ ☐ Yes ☐ No

SCHEDULE A
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

► **Attach to Form 990 or Form 990-EZ.**

► **Go to *www.irs.gov/Form990* for instructions and the latest information.**

OMB No. 1545-0047

2018

Open to Public Inspection

Name of the organization	Employer identification number
CASA OF HARRISON COUNTY	26-3268141

Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

1 ☐ A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**

2 ☐ A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990 or 990-EZ).)

3 ☐ A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**

4 ☐ A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state:

5 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)

6 ☐ A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**

7 ☐ An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)

8 ☐ A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)

9 ☐ An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university:

10 ☐ An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)

11 ☐ An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**

12 ☐ An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2).** See **section 509(a)(3).** Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.

a ☐ **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**

b ☐ **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**

c ☐ **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**

d ☐ **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**

e ☐ Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.

f Enter the number of supported organizations . . . . . ☐

g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1–10 above (see instructions))	(iv) Is the organization listed in your governing document? Yes	(iv) No	(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
(A)			☐	☐		
(B)			☐	☐		
(C)			☐	☐		
(D)			☐	☐		
(E)			☐	☐		
Total						

Schedule B
(Form 990, 990-EZ, or 990-PF)
Department of the Treasury
Internal Revenue Service

Schedule of Contributors

▶ **Attach to Form 990, Form 990-EZ, or Form 990-PF.**
▶ **Go to *www.irs.gov/Form990* for the latest information.**

OMB No. 1545-0047

2018

Name of the organization
CASA OF HARRISON COUNTY

Employer identification number
26-3268141

Organization type (check one):

Filers of:	**Section:**
Form 990 or 990-EZ	☑ 501(c)(3) (enter number) organization
	☐ 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation
	☐ 527 political organization
Form 990-PF	☐ 501(c)(3) exempt private foundation
	☐ 4947(a)(1) nonexempt charitable trust treated as a private foundation
	☐ 501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule.**

Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

☑ For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling $5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

☐ For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of **(1)** $5,000; or **(2)** 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than $1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.

☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than $1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling $5,000 or more during the year . . . . . ▶ $ _____

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990, 990-EZ, or 990-PF), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

Name of organization: CASA OF HARRISON COUNTY

Employer identification number: 26-3268141

Part I **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	Leo Seal 1 Hancock Plaza, Gulfport, MS-39507	$ 20,000	Person ☑ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
2	IP Casino 850 Bayview Ave, Biloxi, MS-39530	$ 15,000	Person ☑ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
3	Board of Supervisors 1801 23rd Ave, Gulfport, MS-39501	$ 30,000	Person ☑ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
4	Wells Fargo Foundation 420 Montgomery St, San Francisco, CA-94104	$ 5,000	Person ☑ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
5	City of Gulfport 2309 15th St, Gulfport, MS-39501	$ 8,500	Person ☑ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
		$	Person ☐ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)

SCHEDULE G (Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Supplemental Information Regarding Fundraising or Gaming Activities

Complete if the organization answered "Yes" on Form 990, Part IV, line 17, 18, or 19, or if the organization entered more than $15,000 on Form 990-EZ, line 6a.

► **Attach to Form 990 or Form 990-EZ.**

► **Go to *www.irs.gov/Form990* for instructions and the latest information.**

OMB No. 1545-0047

2018

Open to Public Inspection

Name of the organization

CASA OF HARRISON COUNTY

Employer identification number

26-3268141

Part I **Fundraising Activities.** Complete if the organization answered "Yes" on Form 990, Part IV, line 17. Form 990-EZ filers are not required to complete this part.

1 Indicate whether the organization raised funds through any of the following activities. Check all that apply.

- **a** ☐ Mail solicitations
- **b** ☐ Internet and email solicitations
- **c** ☐ Phone solicitations
- **d** ☐ In-person solicitations
- **e** ☐ Solicitation of non-government grants
- **f** ☐ Solicitation of government grants
- **g** ☐ Special fundraising events

2a Did the organization have a written or oral agreement with any individual (including officers, directors, trustees, or key employees listed in Form 990, Part VII) or entity in connection with professional fundraising services? ☐ **Yes** ☐ **No**

b If "Yes," list the 10 highest paid individuals or entities (fundraisers) pursuant to agreements under which the fundraiser is to be compensated at least $5,000 by the organization.

	(i) Name and address of individual or entity (fundraiser)	(ii) Activity	(iii) Did fundraiser have custody or control of contributions? Yes	(iii) No	(iv) Gross receipts from activity	(v) Amount paid to (or retained by) fundraiser listed in col. (i)	(vi) Amount paid to (or retained by) organization
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
Total ►							

3 List all states in which the organization is registered or licensed to solicit contributions or has been notified it is exempt from registration or licensing.

Part II **Fundraising Events.** Complete if the organization answered "Yes" on Form 990, Part IV, line 18, or reported more than $15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 6b. List events with gross receipts greater than $5,000.

		(a) Event #1 P'Casa (event type)	(b) Event #2 (event type)	(c) Other events (total number)	(d) Total events (add col. (a) through col. (c))
Revenue	1 Gross receipts	32,958			32,958
	2 Less: Contributions	32,958			32,958
	3 Gross income (line 1 minus line 2)	0			0
Direct Expenses	4 Cash prizes				
	5 Noncash prizes				
	6 Rent/facility costs				
	7 Food and beverages				
	8 Entertainment	1,250			1,250
	9 Other direct expenses	9,870			9,870
	10 Direct expense summary. Add lines 4 through 9 in column (d) ▶				11,120
	11 Net income summary. Subtract line 10 from line 3, column (d) ▶				(11,120)

Part III **Gaming.** Complete if the organization answered "Yes" on Form 990, Part IV, line 19, or reported more than $15,000 on Form 990-EZ, line 6a.

		(a) Bingo	(b) Pull tabs/instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming (add col. (a) through col. (c))
Revenue	1 Gross revenue				
Direct Expenses	2 Cash prizes				
	3 Noncash prizes				
	4 Rent/facility costs				
	5 Other direct expenses				
	6 Volunteer labor	☐ Yes ☐ No %	☐ Yes ☐ No %	☐ Yes ☐ No %	
	7 Direct expense summary. Add lines 2 through 5 in column (d) ▶				
	8 Net gaming income summary. Subtract line 7 from line 1, column (d) ▶				

9 Enter the state(s) in which the organization conducts gaming activities: _____

a Is the organization licensed to conduct gaming activities in each of these states? ☐ Yes ☐ No

b If "No," explain: _____

10a Were any of the organization's gaming licenses revoked, suspended, or terminated during the tax year? ☐ Yes ☐ No

b If "Yes," explain: _____

11 Does the organization conduct gaming activities with nonmembers? . . . . . ☐ Yes ☐ No

12 Is the organization a grantor, beneficiary or trustee of a trust, or a member of a partnership or other entity formed to administer charitable gaming? . . . . . ☐ Yes ☐ No

13 Indicate the percentage of gaming activity conducted in:

a	The organization's facility	**13a**	%
b	An outside facility	**13b**	%

14 Enter the name and address of the person who prepares the organization's gaming/special events books and records:

Name ▶ _____

Address ▶ _____

15a Does the organization have a contract with a third party from whom the organization receives gaming revenue? . . . . . ☐ Yes ☐ No

b If "Yes," enter the amount of gaming revenue received by the organization ▶ $ _____ and the amount of gaming revenue retained by the third party ▶ $ _____

c If "Yes," enter name and address of the third party:

Name ▶ _____

Address ▶ _____

16 Gaming manager information:

Name ▶ _____

Gaming manager compensation ▶ $ _____

Description of services provided ▶ _____

☐ Director/officer ☐ Employee ☐ Independent contractor

17 Mandatory distributions:

a Is the organization required under state law to make charitable distributions from the gaming proceeds to retain the state gaming license? . . . . . ☐ Yes ☐ No

b Enter the amount of distributions required under state law to be distributed to other exempt organizations or spent in the organization's own exempt activities during the tax year ▶ $

Part IV **Supplemental Information.** Provide the explanations required by Part I, line 2b, columns (iii) and (v); and Part III, lines 9, 9b, 10b, 15b, 15c, 16, and 17b, as applicable. Also provide any additional information. See instructions.

SCHEDULE O
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information.

▶ **Attach to Form 990 or 990-EZ.**
▶ **Go to *www.irs.gov/Form990* for the latest information.**

OMB No. 1545-0047

2018

Open to Public Inspection

Name of the organization

CASA OF HARRISON COUNTY

Employer identification number

26-3268141

#1: Item B - Amended Return:

ExplanationTxt:

To add overlooked expenses

Name of the organization
CASA OF HARRISON COUNTY

Employer identification number
26-3268141

#1: FormAndLineReferenceDesc: Part I, line 16

ExplanationTxt:

Other Expenses :	Amount :
Penalties and Interest	$254
Insurance	$1,866
Accounting Software	$523
Advertising and Marketing	$1,107
Volunteer Expenses (Training, Background Checks, Etc.)	$4,769
Office Supplies	$426
Office Equipment	$2,768
Dues and Subscriptions	$2,018
Computer Expense	$500
Bank Service Fees	$240
Business Registration Fee	$52
Travel & Meetings	$38
Other Misc Expenses	$457

Name of the organization
CASA OF HARRISON COUNTY

Employer identification number
26-3268141

#2: FormAndLineReferenceDesc: Part II, line 24

ExplanationTxt:

Description :	BOY Amount :	EOY Amount :
Accounts Receivable	0	$1,515
Employee Cash Advances	0	$500
Payroll Corrections	0	$25

Name of the organization
CASA OF HARRISON COUNTY

Employer identification number
26-3268141

#3: FormAndLineReferenceDesc: Part II, line 26

ExplanationTxt:

Description :	BOY Amount :	EOY Amount :
Credit Card Liabilities	0	$1,574
Payroll Liabilities	0	$980
Accounts Payable	0	$1,695

Name of the organization
CASA OF HARRISON COUNTY

Employer identification number
26-3268141

#4: FormAndLineReferenceDesc: Part III

ExplanationTxt:

Advocate for the abused and neglected children of Harrison County, MS

Name of the organization
CASA OF HARRISON COUNTY

Employer identification number
26-3268141

#5: FormAndLineReferenceDesc: Part IV

(a)Name and Title	(b)Average hours	(c)Reportable compensation($)	(d) Deferred compensation($)	(e) Other compensation($)
Jean Herrin Executive Director	40	$61,250	0	0
Hannah White Administrative Assistant	20	11,088	0	0

Mississippi State Department of Health Sub-Grant Agreement
with CASA of Harrison County

Agreement No. VOCA: 2020-VA-008

SECTION 1.0: Parties to the Agreement

This agreement is made this the 1st day of July, 20 19, by and between the Mississippi State Department of Health, hereinafter referred to as MSDH, and CASA of Harrison County, hereinafter referred to as Sub-Grantee.

SECTION 2.0: Period of Performance

This agreement shall be in effect from 7/1/19 through 6/30/2020.

SECTION 3.0: Purpose

This agreement is established for the purpose of defining the rights and duties of the parties regarding the grant known as 2017-VA-GX-0049.

SECTION 4.0: Responsibilities of MSDH and Sub-Grantee

4.1 MSDH Responsibilities:

4.1.1 Review and approval of invoices and periodic reports.

4.1.2 Review of progress reports on the ongoing activities regarding the sub-grant.

4.1.3 Oversight of work and services provided by Sub-Grantee.

4.1.4 Other responsibilities as stated in the corresponding grant, proposals, and any attachments hereto.

4.2 Sub-Grantee Responsibilities:

4.2.1 The Sub-Grantee is responsible for implementing the work and services as set forth in their proposal and attached as outlined in the attached Scope of Work.

4.2.2 The costs incurred must be in accordance with the approved Budget, hereby incorporated and attached hereto, and shall not exceed $ 221,856.68 unless properly modified and approved. Prior written approval shall be required before deviating from the approved budget.

4.2.3 Other responsibilities as stated in the corresponding grant, proposals, and any attachments hereto.

SECTION 5.0: Budget and Finance

5.1 **Sub-Grant Value.** Absent a modification in the form required by this agreement, the total amount to be paid by MSDH to Sub-Grantee under the terms of this agreement shall not exceed the amount previously stipulated in Section 4.2.2 of this agreement. All payments made under this agreement shall represent services rendered or actual costs incurred. Sub-Grantee is responsible for any commitments or expenditures in excess of the amounts authorized by MSDH.

5.2 **Invoices.** The Sub-Grantee shall submit invoices, as required and in accordance with the grant associated with this agreement or as instructed by MSDH and attached hereto.

5.3 **Reimbursement.** The Sub-Grantee assumes sole responsibility for reimbursement to the granting or funding agency of a sum of money equivalent to the amount of any expenditures disallowed should the granting agency, funding agency, or any other authorized agency rule through an audit exception or some other appropriate means, that expenditures from funds allocated to the Sub-Grantee for direct and/or indirect costs were not made in compliance with the regulations of the granting or funding agency or the provisions of the agreement.

5.4 **Record Maintenance.** The Sub-Grantee agrees to maintain books, records and documents and other evidence pertaining to all costs and expenses incurred and revenues acquired under this agreement to the extent and in such detail as will properly reflect all costs and expenses of whatever nature for which reimbursement is claimed. Such book, records and documents shall be maintained by the Sub-Grantee for three (3) years from the date of close-out or in accordance with the provisions of the grant associated with this agreement, whichever is longer. The books of account and other records which are applicable shall be available with reasonable notice for inspection, review and audit by MSDH to determine proper application and use of all funds paid to the Sub-Grantee.

5.5 **Record Inspection and Audit.** MSDH, any sponsor or funding source, the State of Mississippi, any regulatory body of the United States overseeing the grant associated with this agreement, and/or any other authorized representative of any of the foregoing, shall have access to and the right to examine all records, books, papers, or documents which are directly pertinent to, or related to the sub-grant award for the purpose of audit, examination, excerpts, and/or transcripts.

5.6 **Purchased Equipment.** Equipment should not be purchased unless itemized in the approved budget or in accordance with the grant associated with this agreement. The use and disposition of any equipment purchased by the Sub-Grantee shall be in accordance with the grant associated with this agreement.

SECTION 6.0: Modification

6.1 This agreement may need to be modified, changed or altered due to changing circumstances. Therefore, it is agreed that MSDH or the Sub-Grantee may request modification and that this modification will be prepared in writing and presented to the other party for approval or rejection. Work or purchases relating to any items not specifically outlined by this agreement, the Sub-Grantee's proposal or the grant associated with this agreement may not be paid for unless both parties agree to and execute a written amendment to this agreement.

SECTION 7.0: Assignment

7.1 Obligations under this agreement may not be assigned by the Sub-Grantee without prior written approval of MSDH, or in accordance with the grant associated with this agreement.

SECTION 8.0: Standard Terms and Conditions

The Sub-Grantee Certifies and Agrees to the following:

8.1 **Authority to Accept Award.** The Sub-Grantee certifies that it has legal authority to apply for the sub-grant and has the institutional, managerial, and financial capability (including where applicable, funds sufficient or in-kind match to pay the applicant's share of the project cost) to ensure proper planning, management, and completion of the project described in this proposal. The Sub-Grantee further certifies (a) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (b) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

8.2 **Conflict of Interest.** The Sub-Grantee will establish or maintain safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8.3 **Applicable Laws.** This Sub-Grant Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflict of law provisions, and any litigation with respect thereto shall be brought in the courts of the state.

8.4 **Compliance with Laws.** The Sub-Grantee shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, and any others as required by the grant that is the subject of this agreement, as they now exist and as they may be amended or modified.

8.4.1 **Equal Opportunity.** The Sub-Grantee understands that the State is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is

unlawful and the Sub-Grantee agrees during the term of the agreement that the Sub-Grantee will strictly adhere to this policy in its employment practices and the provision of services.

8.4.2 **Employment Verification.** The Sub-Grantee will ensure its compliance with the Mississippi Employment Protection Act, §71-11-1, et seq., of the Mississippi Code Annotated, as Amended, and will register and participate in the status verification system for all newly hired employees as required.

8.4.3 **Federal Law.** Sub-Grantee will comply with all Federal statutes relating to non-discrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; and (e) the requirements of any other nondiscrimination statute(s) which may apply to the proposal.

8.4.4 **Program Specific Law.** Sub-Grantee will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this grant or program.

8.5 **Sub-Grantee Status.** Sub-Grantee agrees that no act performed or representation made, whether oral or written, by the Sub-Grantee with respect to third parties shall be binding on MSDH. The Sub-Grantee shall, at no time act as an agent for MSDH. Nothing herein shall be deemed or construed by MSDH, the Sub-Grantee, or any third party as creating the relationship of principal and agent, partners, joint ventures, or any similar such relationship between MSDH and the Sub-Grantee.

8.6 **Representation Regarding Contingent Fees and Gratuities.** Sub-Grantee represents that it has not offered, given, or agreed to give or accepted a solicitation or demand for gratuity or offer of employment in connection with any decision or preparation regarding the award of this sub-grant, nor has it retained a person to solicit or secure a sub-grant upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Sub-Grantee's bid or proposal.

8.7 **Public Records Clause.** MSDH has the responsibility to oversee and monitor all phases of this Sub-Grant Agreement. Therefore, MSDH shall be responsible for responding to any public records requests pursuant to the Mississippi Public Records Act, Section 25-61-1 *et seq.,* Miss. Code Ann. Documents and records associated with this agreement, including but not limited to, this agreement, proposals, communications, payment requests, etc., may be deemed public records. MSDH shall respond to requests addressed to either of the parties herein. The Sub-Grantee shall notify and provide a copy of any public information request addressed to the Sub-Grantee within one (1) working day. Upon receipt of said request, MSDH shall respond to the request for public information as required by the Mississippi Public Records Act. No party to this agreement shall be

liable to the other party for disclosure of information required by court order or required by law.

8.8 **Release of Information.** MSDH, as the State management, regulatory, and enforcement agency, shall have the exclusive right to release data and information acquired as a result of this agreement to the press and public. The Sub-Grantee may release information obtained from this agreement only after obtaining written permission from MSDH.

8.9 **Return of Reports, Data, ETC.** Upon conclusion of this agreement, MSDH may request the return of any reports, data, and other information related to this agreement. The Sub-Grantee retains the right to materials used in the performance of the agreement, which were developed by the Sub-Grantee with non-MSDH funds. The MSDH is granted non-exclusive license to copy the materials for use within the State of Mississippi.

8.10 **Confidentiality.** Confidential or proprietary information under this Agreement shall not be disclosed by either party. The Sub-Grantee and MSDH agree to treat as confidential and not disclose to any third party without prior written consent information or data which is disclosed under this Agreement and identified as confidential ("Confidential Information"). Notwithstanding the above, the parties acknowledge that the Mississippi Access to Public Records Act governs the disclosure of public records.

8.11 **HIPAA Compliance.** Sub-grantee agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, and any amendments therefore, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this agreement.

8.12 **Indemnification.** Sub-grantee shall indemnify, defend, save and hold harmless, protect, and exonerate the MSDH, its board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Sub-grantee and/or its partners, principles, agents, employees, and/or subcontractors in the performance of or failure to perform this agreement. In MSDH's sole discretion, Sub-grantee may be allowed to control the defense of any such claim, suit, etc. In the event Sub-grantee defends said claim, suit, etc., Sub-grantee shall use legal counsel acceptable to MSDH. Sub-grantee shall be solely responsible for all costs and/or expenses associated with such defense, and the MSDH shall be entitled to participate in said defense. Sub-grantee shall not settle any claim, suit, etc., without the MSDH's concurrence which the MSDH shall not unreasonably withhold.

Sub-grantee shall not be obligated to indemnify MSDH for liabilities which arise due to the negligence of MSDH or its employees. MSDH's liability, as an entity of the State of Mississippi, shall be determined pursuant to and subject to the limitations of the Mississippi Tort Claims Act, Mississippi Code Annotated § 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering the liability or of eliminating any defense available to the MSDH or State under statute.

Section 9.0 Termination and Notice

9.1 **Right to Terminate.** Either party to this agreement may terminate this agreement by written notice (via U.S. certified mail, return receipt requested) of termination to the other party in accordance with the "Notices" section of this agreement. Except as provided below, all obligations under this agreement shall cease at the expiration of thirty (30) calendar days from receipt of written notice by the non-terminating party of the notice of termination.

9.2 **Costs.** Sub-Grantee shall be paid for costs incurred at the time of termination, if any, and shall deliver to MSDH an invoice for costs incurred. It is expressly understood payment is subject to the "Availability of Funds" as stated in this agreement.

9.3 **Availability of Funds.** It is expressly understood and agreed that the obligation of the MSDH to proceed under this agreement is conditioned upon the availability of funds from the responsible party and/or the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, this agreement between the MSDH and Sub-Grantee shall be terminated upon notice by MSDH to Sub-Grantee of the same. Termination of this agreement due to lack of funding will be immediate following notice of such termination by MSDH to Sub-Grantee. The effective date of termination shall be as specified in the notice of termination.

9.4 **Notices.** Notices of termination and any other notices required to be given under this agreement by each party shall be mailed or e-mailed to the following addresses:

For Grantor

NAME:	Jim Craig, MPH
TITLE:	Senior Deputy and Director of Health Protection
ADDRESS:	MS State Department of Health
	P. O. Box 1700, Jackson, MS 39215
E-MAIL:	jim.craig@msdh.ms.gov
TELEPHONE:	601-576-7680

For Sub-Grantee

NAME:	Jeannie Herrin
TITLE:	Executive Director
ADDRESS:	47 Maples Drive #B
	Gulfport, MS 39507
E-MAIL:	jeannie@casaharrisoncounty.org
TELEPHONE:	228-865-7078

Section 10.0 Enforceability

10.1 **THIS AGREEMENT IS NOT FULLY EXECUTED OR LEGALLY BINDING UNTIL SIGNED BY THE MSDH STATE HEALTH OFFICER OR LEGAL DESIGNEE.** Any work performed prior to the full execution of this agreement may not be reimbursed.

IN WITNESS WHEREOF, this agreement is duly executed.

For the Mississippi State Department of Health

DocuSigned by:
Dr. Thomas Dobbs
A52501BE91BF427...

9/19/2019 | 1:49:12 PM CDT

State Health Officer or Designee
Agreement **EXECUTED** With This Signature

Date

For the SUB-GRANTEE:

DocuSigned by:
Jeannie Herrin jh
51C463CDD31E4D2...

9/23/2019 | 11:22:31 AM PDT

Sub-Grantee Authorized Signature and **Title**

Date

CONFLICTS OF INTEREST

(Please attach additional pages, as needed, to address each question)

1. List all other current agreements/contracts with MSDH. **Include** the dollar amount with the agreement/contract beginning and ending dates. If no other funds are received, please mark N/A.

MSDH Program Name	Dollar Amount	Beginning Date	Ending Date
See attachment for complete listing			

2. Please list each member's name of your organization's Board of Directors or other governing body (i.e., trustees, alderman, partners, owner).

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

a. ***Are any members of the governing body or project staff also MSDH employees?*** ☐Yes ■No

If the **answer is YES**, please list the name of each employee and their position held with MSDH.

N/A _____ _____

_____ _____

_____ _____

_____ _____

b. ***Are any members of the governing body or project staff also spouses, parents, or children of MSDH employees?*** ☐Yes ■No

If the **answer is YES**, please list the name of each employee and their position held with MSDH.

N/A _____ _____

_____ _____

_____ _____

The above information was provided by:

Jeannie Herrin — Executive Director — _____

Print Name — Title — Date

And is true and correct to the best of my knowledge.

ADDITIONAL TERMS OF AGREEMENT

(Please use this page for addition, deletion or any other type of modification of the agreement; pages 1-7)

N/A

THESE ADDITIONAL TERMS OF AGREEMENT ARE NOT FULLY EXECUTED OR LEGALLY BINDING UNTIL SIGNED BY THE MSDH STATE HEALTH OFFICER OR LEGAL DESIGNEE. Any work performed prior to the full execution of this agreement may not be reimbursed.

IN WITNESS WHEREOF, this agreement is duly executed.

For the Mississippi State Department of Health:

_____ _____

State Health Officer or Designee
Agreement **EXECUTED** With This Signature

Date

For the SUB-GRANTEE:

_____ _____

Sub-Grantee Authorized Signature and **Title**

Date

SCOPE OF WORK

3. GOALS, OBJECTIVES, & ACTIVITIES:
• Recruit, train, manage, and assign 100 plus CASA Volunteers by the end of December 2020 to support the needs of the abused and neglected children of Harrison County.
• Provide victim centered services to the most vulnerable children in Harrison County, to include adult/parental support, house and school visits, awareness of community health services, and enrollment/participations to special resources/program which provide trauma centric educational, emotional, psychological and medical care.
• Provide case management for the court assigned neglect and abuse cases within the Harrison County Youth Court system.
• Increase retention of CASA Volunteers from an average of 18-24 months to 24-36 months; includes the re-recruitment of qualified, experienced CASA Volunteers.
3.2. CASA 100 Objectives:
• Continue to build community support through presentations/speaking engagements to:
o Harrison County Board of Supervisors, the local city councils, and the Mayor's offices of Biloxi, Gulfport, Long Beach and Pass Christian
o Churches and religious service organizations
o Professional societies and community outreach organizations
• Build a CASA-Community for CASA-awareness through a recruitment plan for qualified volunteers.
• Build solicitation of volunteers plan for community awareness and involvement with CASA of Harrison County to increase the number of CASA Volunteers and donations to support neglected and abused children.
• Hire two (2) full-time salaried Advocate Advisors/Case Managers; currently we have part-time volunteers. Duties include but are not limited to:
o Conduct, evaluate and improve training programs to support the goals and mission of CASA of Harrison County.
• Hire a full-time salaried Program Support Coordinator to help manage training, outreach, and CASA program operations.
• Hire a full-time, salaried Child & Family Resource Coordinator to support and strengthen families by providing individualized support through a family support plan, community resource referrals, home visits and ensuring successful enrollment in key services.
• Align with churches, charities, Rescue 100, non-profits and other organizations who provide and support victim centered services.
• Prepare and execute a Retention Plan to increase CASA Advocate retention with CASA of Harrison County.
• Partner with Child Protective Services at the state and county level for cross-training, awareness, and means to improve our victim centered services to the children of Harrison County.

BUDGET AND JUSTIFICATION

(Please refer to the Sub-grantee Manual, SECTION IV, PAGE 12-13, for an example of the required budget and its justification.)

Personnel: $175,614.00
Travel: $5,871.55
Contractual: $30,820.13
Commoditles: $6,076.00
Capital Outlay-Equipment $3,475.00
Capital Outlay-Other: $0
Subsidies, Loans, and Gra0nts: $0
Indirect Cost: $0

Total: $221,856.68

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 A DONATION OF FUNDS TO THE GULFPORT SCHOOL DISTRICT PURSUANT TO MISS. CODE ANN. §§ 21-19-49(4), 17-3-1 AND 17-3-3, AND FOR RELATED PURPOSES

WHEREAS, pursuant to Miss. Code Ann. § 21-19-49(4), "[t]he governing authority of any municipality, in its discretion, may donate funds, equipment or in-kind services to any school district located within the boundaries of the municipality to assist the voluntary character development or public service programs of that school district."; and

WHEREAS, pursuant to the authority of Miss. Code Ann. §17-3-1, a "municipality may in their discretion, set aside, appropriate and expend moneys, not to exceed one mill of their respective valuation and assessment for the purpose of advertising and bringing into favorable notice the opportunities, possibilities and resources of such municipality", and pursuant to the authority Miss. Code Ann. §17-3-3, advertising pursuant to Miss. Code Ann. §17-3-1 must "be helpful toward advancing the moral, financial and other interests of such municipality".

WHEREAS, the City of Gulfport desires to donate funds, in the amount of $20,000.00 to the Gulfport School District in support of the design, construction, and implementation of a robot to assist with unmanned entry of doorways to structures/buildings; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion and finds that the City of Gulfport benefits from such donation and that the donation will bring into favorable notice the opportunities, possibilities and resources of the City of Gulfport and will be helpful toward advancing the moral, financial and other interests of the City of Gulfport, and that making the aforementioned donation, which shall be paid out of available funds in the Police Department's budget, is in the best interest of the City of Gulfport.

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

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

Section 2. That the City of Gulfport, by and through its Mayor, is hereby authorized to donate municipal funds in the amount of Twenty Thousand Dollars ($20,000.00) to the Gulfport School District to be used by the Gulfport School District for the purposes set forth herein and to make said payment via special check.

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 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 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 has solicited funds from the City of Gulfport to serve as an official sponsor of the Gulf Coast Symphony Orchestra 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 expenditure of $9,500.00 to the Gulf Coast Symphony Orchestra, Inc., as a sponsor of the Gulf Coast Symphony Orchestra 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 in the amount of Nine Thousand Five Hundred Dollars ($9,500.00) payable to Gulf Coast Symphony Orchestra, Inc., to sponsor the Gulf Coast Symphony Orchestra and to advertise the City of Gulfport, and a special check is also authorized.

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 _____ day of _____, 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 _____ day of December, _____.

APPROVED:

_____

Billy Hewes, Mayor

WRIGHT, WARD, HATTEN & GUEL
PROFESSIONAL LIMITED LIABILITY COMPANY
(SUCCESSORS TO A. L. EVANS & COMPANY ESTABLISHED 1929)
Certified Public Accountants
HANCOCK BANK BUILDING
2510 - 14TH STREET
P.O. BOX 129
GULFPORT, MISSISSIPPI 39502

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TELEPHONE (228) 863-6501 FAX
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July 12, 2018

To Management
Gulf Coast Symphony Orchestra, Inc.
Biloxi, MS

We are pleased to confirm our understanding of the services we are to provide for the year ended June 30, 2018.

We will prepare the annual financial statements of Gulf Coast Symphony Orchestra, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2018, and the related statements of activities, cash flows for the year then ended, and the related notes to the financial statements, and perform a review engagement with respect to those financial statements.

Our Responsibilities

The objective of our engagement is to—

1) prepare financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you, and
2) obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

We will conduct our review engagement in accordance with the Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA and comply with applicable professional standards, including the AICPA's *Code of Professional Conduct* and its ethical principles of integrity, objectivity, professional competence, and due care, when preparing the financial statements and performing the review engagement.

A review engagement includes primarily applying analytical procedures to your financial data and making inquiries of management. A review engagement is substantially less in scope than an audit engagement, the objective of which is the expression of an opinion regarding the financial statements as a whole. A review engagement does not contemplate obtaining an understanding of the entity's internal control; assessing fraud risk; testing accounting records by obtaining sufficient appropriate audit evidence through inspection, observation, confirmation, or other examination of source documents; or other procedures ordinarily performed in an audit engagement. Accordingly, we will not express an opinion regarding the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the Organization or noncompliance with laws and regulations. However, we will inform the appropriate level of management of any material errors and any evidence or information that comes to our attention during the performance of our review procedures that fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our attention during the performance of our review procedures regarding any wrongdoing within the Organization or noncompliance with laws and regulations that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies or material weaknesses in your internal control as part of this engagement.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Your Responsibilities

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America and to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements in order for the statements to be in accordance with accounting principles generally accepted in the United States of America. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

1) The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements.
2) The preparation and fair presentation of financial statements in accordance with accounting principles generally accepted in the United States of America and the inclusion of all informative disclosures that are appropriate for accounting principles generally accepted in the United States of America.
3) The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.
4) The prevention and detection of fraud.
5) To ensure that the Organization complies with the laws and regulations applicable to its activities.
6) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
7) To provide us with—
    - access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
    - additional information that we may request from you for the purpose of the review engagement.
    - unrestricted access to persons within the Organization of whom we determine it necessary to make inquiries.
8) To provide us, at the conclusion of the engagement, with a letter that confirms certain representations made during the review.
9) Including our review report in any document containing financial statements that indicates that we have performed a review engagement on such financial statements and, prior to the inclusion of the report, to ask our permission to do so.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee our preparation of your financial statements. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

Our Report

We will issue a written report upon completion of our review of Gulf Coast Symphony Orchestra, Inc. 's financial statements. Our report will be addressed to the board of trustees of Gulf Coast Symphony Orchestra, Inc. . We cannot provide assurance that an unmodified accountant's review report will be issued. Circumstances may arise in which it is necessary for us to report known departures from accounting principles generally accepted in the United States of America, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. If, for any reason, we are unable to complete the review of your financial statements, we will not issue a report on such statements as a result of this engagement.

Other Relevant Information

Michael E. Guel, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We estimate that our fees for these services will be $4,500 for the financial statement preparation and review. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the work performed. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you acknowledge and agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

Watt Ward Watts & Guel

ACKNOWLEDGED:

Gulf Coast Symphony Orchestra, Inc.

Jordan Warren

Executive Director

12-4-18

Date

GULF COAST SYMPHONY ORCHESTRA, INC.

FINANCIAL STATEMENTS
JUNE 30, 2018

GULF COAST SYMPHONY ORCHESTRA, INC.

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INDEPENDENT ACCOUNTANT'S REVIEW REPORT

October 12, 2018

To the Board of Directors and Management of
Gulf Coast Symphony Orchestra, Inc.

We have reviewed the accompanying financial statements of Gulf Coast Symphony Orchestra, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2018, the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Supplementary Information

The supplementary schedule of functional expenses on page 13 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and is derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. The supplementary information has been subjected to the review procedures applied in our review of the basic financial statements. We are not aware of any material modifications that should be made to the supplementary information. We have not audited the supplementary information and do not express an opinion on such information.

Summarized Comparative Information

We previously reviewed Gulf Coast Symphony Orchestra's 2017 financial statements and our conclusion dated September 25, 2017 stated that based on our review, we were not aware of any material modifications that should be made to the 2017 financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America. We are not aware of any material modifications that should be made to the summarized comparative information presented herein as of and for the year ended June 30, 2017, for it to be consistent with the reviewed financial statements from which it has been derived.

Wilt Wadsworth & Co

Gulf Coast Symphony Orchestra, Inc.
Statement of Financial Position
June 30, 2018
(With Comparative Totals for 2017)

	2018	2017
ASSETS		
Current Assets		
Cash and cash equivalents	$ 62,032	82,740
Grant receivable	9,000	-
Merchandise inventory	1,854	2,524
Total Current Assets	72,886	85,264
Music, instruments and equipment (net of accumulated depreciation)	4,624	6,936
Temporarily Restricted Assets		
Restricted cash:		
Cash held with fiscal agent	3,108	4,287
Restricted investments:		
Endowment	164,461	173,038
Benefical interests in assest held by the Gulf Coast Community Foundation	188,712	180,469
Total restricted assets	356,281	357,794
Total Assets	$ 433,791	449,994
LIABILITIES AND NET ASSETS		
Current Liabilities		
Accounts payable	576	290
Accrued payroll and liabilities	891	1,943
Deferred revenue	-	53,981
Total Current Liabilities	1,467	56,214
Net Assets		
Unrestricted net assets	76,043	35,986
Temporarily restricted net assets	356,281	357,794
Total Net Assets	432,324	393,780
Total Liabilities and Net Assets	$ 433,791	449,994

The accompanying notes are an integral part of these financial statements.

Gulf Coast Symphony Orchestra, Inc.
Statement of Activities
For the Year Ended June 30, 2018
(With Comparative Totals for 2017)

	2018			2017
	Unrestricted	Temporarily Restricted	Total	Total
Support and Revenue				
Season tickets	$ 74,004		74,004	73,809
Sale tickets	23,977		23,977	23,410
Special events	182,618		182,618	188,889
Contributions	144,438		144,438	148,036
Grants	20,000	10,000	30,000	31,100
Investment income		9,734	9,734	9,188
Advertising	16,265		16,265	13,300
Gulf Coast Youth Orchestra	5,308		5,308	4,151
Guild income	19,403		19,403	58,781
Unrealized and realized gain (loss) on investments		(1,070)	(1,070)	22,980
Other income	9,714	550	10,264	1,505
Net assets released from restrictions	20,728	(20,727)	1	-
Total Support and Revenue	516,455	(1,513)	514,942	575,149
Expenses				
Program services	383,449	-	383,449	402,896
Administrative	69,663	-	69,663	79,722
Fund raising	23,286	-	23,286	50,122
Total Expenses	476,398	-	476,398	532,740
Change in Net Assets	40,057	(1,513)	38,544	42,409
Net assets, beginning period	35,986	357,794	393,780	351,371
Net assets, end of period	$ 76,043	356,281	432,324	393,780

The accompanying notes are an integral part of these financial statements.

Gulf Coast Symphony Orchestra, Inc.
Statement of Cash Flows
For the Year Ended June 30, 2018
(With Comparative Totals for 2017)

	2018	2017
Cash Flows from Operating Activities		
Change in Net Assets	$ 38,544	$ 42,409
Adjustments to Reconcile Change in Net Assets		
to Net Cash Provided by Operating Activities		
Depreciation Expense	2,312	2,312
Changes In:		
Grant receivable	(9,000)	-
Merchandise inventory	670	1,201
Accounts payable	286	(101)
Payroll taxes payable	(1,052)	489
Deferred income	(53,981)	(6,529)
Net Cash Used By Operating Activities	(22,221)	39,781
Cash Flows from Investing Activities		
Cash invested in endowment accounts	(550)	(1,500)
Cash withdrawn from endowment accounts	10,726	-
Investment income reinvested	(8,663)	(20,343)
Net Cash Provided by Investing Activities	1,513	(21,843)
Net Increase (Decrease) in Cash and Cash Equivalents	(20,708)	17,938
Cash and Cash Equivalents, Beginning of Period	82,740	64,802
Cash and Cash Equivalents, End of Period	$ 62,032	$ 82,740

The accompanying notes are an integral part of these financial statements.

NOTE 1 – ORGANIZATION DESCRIPTION

Gulf Coast Symphony Orchestra, Inc. (Symphony) was formed in 1962 as a private, nonprofit Symphony dedicated to the performance of symphony music for the general public and special youth concerts. The Symphony's support comes primarily through ticket sales, fund-raisers, memberships, sponsors, and grants.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Basis of Financial Reporting

The accompanying financial statements are presented in accordance with the accrual method of accounting which is in accordance with generally accepted accounting principles. Revenue is recognized when earned and expenses are recognized when incurred.

B. Basis of Presentation

Financial statement presentation follows the recommendation of the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958-205, Presentation of Financial Statements of Not-for-Profit Entities. Under FASB ASC 958-205, the Symphony is required to report information regarding its financial position and activities according to three (3) classes of net assets. A description of these categories follows:

- Unrestricted – all other net assets, including board-designated or appropriated amounts.
- Temporarily restricted – funds with donor-imposed purpose restrictions which have not been met and trust activity for which the ultimate purpose of the proceeds is not permanently restricted.
- Permanently restricted – funds subject to donor-imposed restrictions that the assets be maintained permanently by the Symphony. Generally, the donors of these assets permit the Symphony to use all or part of the income from these assets to fund scholarships.

C. Tax Status

The Symphony qualifies as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code and, therefore, has no provision for federal income taxes.

FASB ASC 740, Accounting for Uncertainty in Income Taxes, clarifies the accounting and recognition of income tax positions taken or expected to be taken in the Symphony's income tax returns. Under that guidance, the Symphony may recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by taxing authorities based on the technical merits of the position. The tax benefits recognized in the financial statements from such a position are measured based on the largest benefit that has a greater than 50 percent likelihood of being realized upon ultimate settlement. There were no unrecognized tax benefits identified or recorded as liabilities for the year ended June 30, 2017.

The Organization files Form 990 in the U.S. federal jurisdiction and is subject to examination by the Internal Revenue Service generally for three years after the return is filed.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

D. Cash and Cash Equivalents

For purposes of the statement of cash flows, the Symphony considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents. Cash equivalents held in investment accounts are considered investments.

E. Investments

Investments, including investments held at Gulf Coast Community Foundation, are carried at fair value. Investment income is reported as unrestricted in the reporting period if the restriction expires and the amount is appropriated for expenses. All other donor-restricted investment income is reported as an increase in temporarily restricted net assets.

F. Accounts Receivable

Accounts receivable are reported in the amount management expects to collect on balances outstanding at year-end. Management has concluded that realization of losses on balances outstanding at year-end will be immaterial.

G. Merchandise Inventory

Merchandise Inventory consists of playing cards and cookbooks available for sale and is valued at cost on the first-in/first-out basis.

H. Prepaid Expenses

Prepaid expenses primarily represent costs incurred in advance related to the following season's performances. These costs are recognized as expenses in the season when the performances are presented.

I. Fixed Assets and Depreciation

Fixed assets are stated on the basis of historical cost or fair value if donated. Depreciation is computed using the straight-line method. The Symphony capitalizes all fixed asset purchases of $500 or more.

J. Ticket Sales and Deferred Revenue

Ticket sales are recognized as revenue in the period earned as the related performances are presented. Deferred revenue represents the monies collected in advance for ticket sales applicable to the following performance season.

K. Restricted and Unrestricted Revenue and Support

Support that is restricted by the donor is reported as an increase in unrestricted net assets if the restriction expires in the reporting period in which the support is recognized. All other donor-restricted support is reported as an increase in temporarily restricted net assets. When a restriction

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as released from restrictions.

L. Donated Materials and Services

Donated materials and services are recognized as contributions in accordance with FASB ASC No. 958 at their estimated fair value if the services (a) create or enhance the Symphony's non-financial assets or (b) require specialized skills, are performed by people with those skills, and would otherwise be purchased.

M. Advertising and Publicity

Advertising and publicity costs are generally charged to expense when incurred and total $66,877 for the year ended June 30, 2018. $65,000 of the advertising and publicity costs were donated to the Symphony for the year ended June 30, 2018.

N. Allocated Expenses

The costs of providing various programs and other activities have been summarized on a functional basis in the statement of activities.

O. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

NOTE 3 – CASH AND CASH EQUIVALENTS

The carrying amount of the Symphony's total deposits with financial institutions at June 30, 2018, was $62,032, and the bank balance was $68,033. Cash held with fiscal agent totaled $3,108 and is insured by the Federal Deposit Insurance Corporation.

Custodial Credit Risk - Deposits. Custodial credit risk is defined as the risk that, in the event of the failure of a financial institution, the Symphony will not be able to recover deposits or collateral securities that are in the possession of an outside party. The Symphony does not have a deposit policy for custodial credit risk.

The balances in financial institutions are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000. Deposits above FDIC coverage are considered exposed to custodial credit risk. As of June 30, 2018, none of the Symphony's bank deposits of $71,141 were exposed to custodial credit risk.

NOTE 4 – INVESTMENTS

Investments at June 30, 2018 are carried at fair value and consist of the following:

	2018
Cash held with fiscal agent	3,108
Common Stock	164,461
Beneficial interests in assets held By Gulf Coast Community Foundation	188,712
Total Investments	$ 356,281

Common Stock

The Endowment has investments in common stock held and managed by Charles Schwab & Co., Inc., Member SIPC. The Symphony does not have a formal investment plan; however, dividend income is reinvested throughout the year. Withdrawals from this account are taken on an as needed basis. During the year ended June 30, 2018, $7,225 was withdrawn from this account.

The Securities Investor Protection Corporation (SIPC) is a nonprofit membership corporation that was created by federal statute in 1970. The SIPC protects customers of SIPC-member broker-dealers if the firm fails financially. Coverage is up to $500,000 per customer for all accounts at the same institution, including a maximum of $250,000 for cash. As of June 30, 2018, none of the Symphony's Common Stock was exposed to custodial credit risk.

Investment income from this account consists of:

	2018
Dividends	6,047
Net realized & unrealized gains (losses)	(8,577)
Investment income, net	$ (2,530)

Beneficial Interest in Assets Held by Gulf Coast Community Foundation

The Board of Directors has established three endowment funds held by the Gulf Coast Community Foundation. Under the terms of the agreements, variance power has been granted to Gulf Coast Community Foundation, however, the Symphony is the beneficiary of the funds and the transfer is reciprocal in nature. The Symphony receives distributions based on the provisions of the agreement with Gulf Coast Community Foundation. Withdrawals from this account are taken on an as needed basis. During the year ended June 30, 2018, there were no withdrawals from this account.

Investment income from these endowment funds consists of:

	2018
Interest & dividends	3,687
Net realized & unrealized gains (losses)	7,507
Investment expenses	(3,501)
Investment income, net	$ 7,693

NOTE 4 – INVESTMENTS (Continued)

Investment securities held by Gulf Coast Community Foundation are not insured and are exposed to various risks such as interest rate, market, and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and those changes could materially affect the amounts reported in the statement of financial position.

NOTE 5 – MUSIC, INSTRUMENTS AND EQUIPMENT

Music, instruments and equipment consist of the following at June 30, 2018:

	2018
Music, Instruments and equipment	54,243
Office furniture and equipment	24,525
Total property and equipment	78,768
Less accumulated depreciation	(74,144)
Net music, instruments and equipment	$ 4,624

Depreciation expense for the year ended June 30, 2018 was $2,312. Depreciation expense is allocated to program expenses.

NOTE 6 – TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets totaled $356,281 for year ended June 30, 2018. These amounts represent unexpended endowment earnings and investments.

Net assets released from restriction for the year ended June 30, 2018 amounted to $20,727, of previously restricted funds. These funds were expended by incurring expenses satisfying the restricted purpose.

Transactions affecting temporarily restricted net assets are as follows:

	2018
Temp. Restricted Net Assets - Beginning	357,794
Link-Up grant	10,000
Contributions	550
Restricted investment income	9,734
Realized & unrealized gains (losses)	(1,070)
Net Assets Released from Restrictions	(20,727)
Temp. Restricted Net Assets - Ending	$ 356,281

NOTE 7 – FAIR VALUE OF FINANCIAL INSTRUMENTS

The Organization accounts for investments in accordance with FASB ASC 958-320 Accounting for Investments Held by Not-for-Profit Entities. Investments in marketable securities with readily determinable fair values and all investments in debt securities are reported at their fair values in the statement of financial

NOTE 7 – FAIR VALUE OF FINANCIAL INSTRUMENTS (Continued)

position. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The carrying amounts of cash, prepaid expenses, accounts payable, and accrued liabilities approximate fair value because of the short maturity of those instruments.

FASB ASC 820-10 establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described as follows:

Level 1 – Quoted prices are available in active markets for identical assets and liabilities.

Level 2 – Observable inputs other than Level 1, such as quoted prices for similar assets or liabilities; quoted prices in active markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3 – Unobservable pricing inputs in which little or no market activity exists, therefore, requiring an entity to develop its own assumptions about the assumptions that market participants would use in pricing an asset or liability.

Fair values of assets and liabilities measured on a recurring basis at June 30, 2018 are as follows:

	Level 1	Level 2
Investments - Common Stock	$ 164,461	
Beneficial interest in assets held by		
Gulf Coast Community Foundation		
Orchestra Sheet Music Fund		$ 56,418
Conductor's Club Endowment Fund		53,559
Gulf Coast Symphony Endowment Fund		78,735

Fair values for investments in marketable securities are determined by reference to quoted market prices and other relevant information generated by market.

Investments held at Gulf Coast Community Foundation in pooled funds are valued at the net asset per unit as provided by Gulf Coast Community Foundation trustees. Net asset value is based on fair value of the underlying assets of the funds using quoted market prices when available.

NOTE 8 – SUBSEQUENT EVENTS

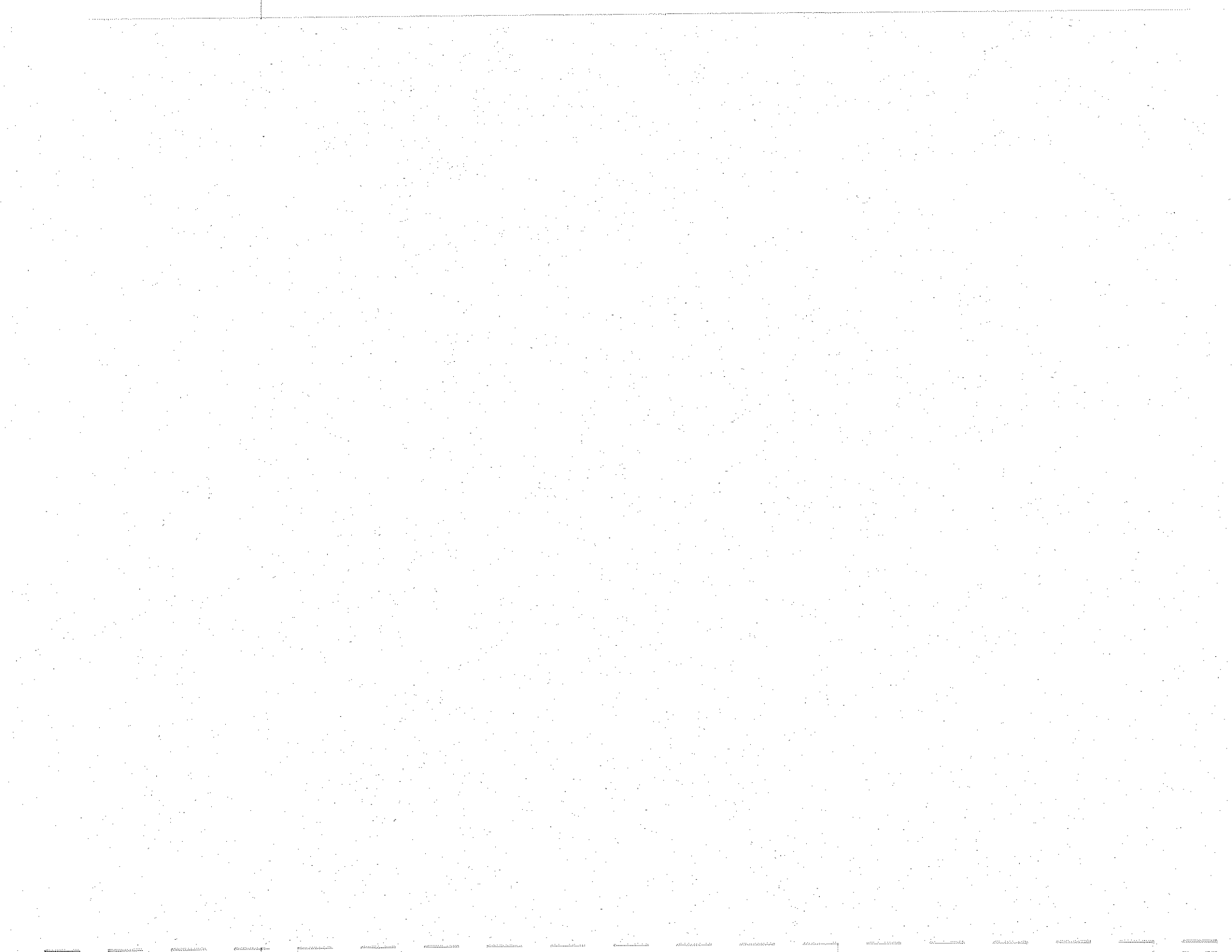
Events that occur after the Statement of Financial Position date but before the financial statements are available to be issued must be evaluated for recognition or disclosure. The effects of subsequent events that provide evidence about conditions that existed at the Statement of Financial Position date are recognized in the accompanying financial statements. Subsequent events which provide evidence about conditions that existed after date require disclosure in the accompanying notes.

NOTE 8 – SUBSEQUENT EVENTS (Continued)

Management has evaluated the activity of the Symphony through October 12, 2018 (the date the financial statements were available to be issued) and determined that there are no material subsequent events that require disclosure in the notes to the financial statements.

Gulf Coast Symphony Orchestra, Inc.
Schedule of Functional Expenses
For the Year Ended June 30, 2018
(With Comparative Totals for 2017)

	Program Services	Admin	Fund Raising	2818 Total	2017 Total
Musicians and conductors	$ 110,500	-	-	110,500	101,722
Special events	69,918	-	-	69,918	122,094
Salaries	59,742	27,990	-	87,732	85,000
Organizational expense	106,842	30,126	-	136,968	121,344
Office expense	17,052	8,046	-	25,098	32,736
Concert expense	17,083	-	-	17,083	14,174
Restricted investment fees	-	3,501	-	3,501	3,236
Guild operating expenses	-	-	23,286	23,286	50,122
Depreciation expense	2,312	-	-	2,312	2,312
Total	$ 383,449	69,663	23,286	476,398	532,740



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 OF FUNDS IN SUPPORT OF THE HARRISON COUNTY MOTOR VEHICLES FOR HIRE AUTHORITY, PURSUANT TO INTERLOCAL AGREEMENT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, Mississippi, is a party to an Interlocal Agreement (SECOND AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT AMONG THE CITY OF GULFPORT, THE CITY OF BILOXI, AND THE CITY OF D'IBERVILLE FOR COOPERATION IN THE REGULATION OF MOTOR VEHICLES FOR HIRE AND FOR OTHER RELATED PURPOSES) with the Cities of Biloxi and D'Iberville pursuant to which the City of Gulfport is a participating entity in the Harrison County Motor Vehicles for Hire Authority (hereinafter, "the Authority"); and

WHEREAS, the aforementioned Second Amended and Restated Interlocal Agreement requires each participating entity to support the Authority financially, according to a formula contained in the Agreement; and

WHEREAS, the City of Gulfport's FYC 2020 total expenditure in support of the operations of the authority is $25,650.00 and the Authority has submitted an invoice for a quarterly payment ($6,412.50); and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such expenditure and that making such expenditure, which shall be paid out of available funds in the general fund of the City, is in the best interest of the City of Gulfport.

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

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

Section 2. That the City of Gulfport, by and through its Mayor, is hereby authorized to expend municipal funds, via special check which is hereby authorized (if necessary), in the amount of $6,412.50 to the Motor Vehicles for Hire Authority.

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

Gulfport Police Department

Memo

To: Mayor Billy Hewes

From: Chief Leonard Papania

Date: November 13, 2019

Re: Budget Amendment

The following check was issued to the City of Gulfport from Jernigan Chiropractic Clinic as a donation for our S.W.A.T. Team to purchase operating supplies needed.

I request your permission to place these funds in the account below.

Check number (4247) amount of $2,200.00

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Line Item	Increase	Increase
Police Revenue 010-502500	2,200.00	
Operating Supplies 213-610700		2,200.00
Total	**$2,200.00**	**$2,200.00**

I appreciate your help. If you have any questions, please call.

City of Gulfport

Budget Amendment Request

Fund Name	General	Date	11/13/19
Department #	010/213	Budget Entry #	2020-15
Department Name	Police Department		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel	-	-	-	-
Supplies	1,414,000	6,367	2,200	1,422,567
Other Services	-	-	-	-
Capital	-	-	-	-
Total	1,414,000	6,367	2,200	1,422,567
Revenue 010-502500	68,884	2,721	2,200	73,805

A check was received from Jernigan Chiropractic Clinic as a donation to our S.W.A.T. Team to purchase operating supplies needed. Permission is requested to place these funds into the supplies account as outlined above.

Amendment # 2020-15

Gulfport Police Department

Memo

To: Mayor Billy Hewes and City Council Members

From: Chief Leonard Papania

Date: November 20, 2019

Re: Budget Amendment

The following checks were issued by the City of Gulfport for a forfeiture and restitution resulting from a drug related arrest.

Check number (44838) amount of $236.95
Check number (215109) amount of $7,297.60

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***		7,534.55
County/Local Shared Revenue 275-493100	7,534.55	

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	Forfeiture and Seizure	Date	11/25/19
Department #	275/277	Budget Entry #	2020-16
Department Name	Police Department		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel	-	-	-	-
Supplies	-	-	-	-
Other Services	-	-	-	-
Capital	52,230	669	7,535	60,434
Total	52,230	669	7,535	60,434
Revenue 275-493100	-	669	7,535	8,204

Checks were received for forfeiture and restitution resulting from a drug related arrest. Permission is requested to place these funds in the budget.

Amendment # 2020-16

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 WEM

Date: November 22nd, 2019

Subject: Budget Amendment to Purchase of 2 New Trailers: Litter Crew & Traffic

AMOUNT	FROM	TO
$2,350.00	311-620900 (Contractual Fees)	311-630300 (Streets/Drainage – Machinery)
$2,591.00	315-615600 (Traffic Signal Supplies)	315-630300 (Traffic – Machinery)
$4,941.00	**TOTAL**	

The Department of Public Works is requesting a Budget Amendment to internally transfer a total of $4,941.00 to fund the purchase of two new trailers; one for the litter crew and one for the traffic division.

A new trailer with high sides is needed for the litter crew in order to pick up larger amounts of tires and debris . This will assist in the effort to clean up tire dumping throughout the city as well as prevent other debris from falling out of the trailer during transport.

A new trailer is needed for the traffic department in order to haul the bollards downtown for installation. The trailer is specially equipped to transfer the bollards in a way that will not damage them.

I hereby recommend this budget amendment.

Please place on the December 3rd, 2019 City Council Agenda.

Affordable Trailer, Parts & Service, LLC
14259 Creosote Rd
Gulfport, MS 39503

ph 228 868 2990 fx 228 868 2998
www.Affordabletrailersales.com e mail mqs1936@aol.com

November 18, 2019

CITY OF GULFPORT
ATTN: RICHARD
228-868-5867

TRAILER QUOTE

1) 77 X 10 SINGLE AXLE
1 5000LB AXLE WITH OUT BRAKES
225 TIRES AND WHEELS
4FT HIGH SIDES AND GATE
$2350.00

2)7 X 20 UTILITY HEAVY DUTY
3500 LB AXLES
STANDARD HI SIDES APPX 13IN
$2591.00

ED QUIN

City of Gulfport

Budget Amendment Request

Fund Name	General	Date	11/25/19
Department #	311/315	Budget Entry #	2020-17
Department Name	Public Works		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
311				
Personnel	-	-	-	-
Supplies	-	-	-	-
Other Services	3,791,446	-	(2,350)	3,789,096
Capital	809,077	(8,000)	2,350	803,427
Total	4,600,523	(8,000)	-	4,592,523
315				
Personnel	-	-	-	-
Supplies	244,616	(22,400)	(2,591)	219,625
Other Services	-	-	-	-
Capital	36,082	72,400	2,591	111,073
Total	280,698	50,000	-	330,698

The Department of Public Works is requesting a Budget Amendment to internally transfer a total of $4,941.00 to fund the purchase of two new trailers; one for the litter crew and one for the traffic division.

Amendment # 2020-17

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 **3rd** day of **December, 2019,** the following Resolution:

A RESOLUTION AWARDING AND/OR REJECTING BIDS FOR LOT CLEANUP AND/OR DEMOLITION OF CERTAIN PROPERTY WITHIN THE CITY OF GULFPORT AND PROVIDING FOR THE ASSESSMENT OF COSTS TO THE SAID PROPERTIES

WHEREAS, at a prior meeting of the Gulfport City Council, certain and various properties located within the City of Gulfport were declared to be in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community; and

WHEREAS, by prior action of this Council, the City of Gulfport was authorized to advertise for bids to perform the noted and required work on the identified properties; and

WHEREAS, having advertised for bids and having received bids, the following represent the lowest and best bids received (per parcel) for the work as described therein:

Parcel 1: 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 SEC 7-8-11. Awarded To PURPOSED BY DESIGN LAWN MAINTENANCE LLC For $91 To CUT & CLEAN THE PROPERTY, REMOVE WEEDS & VINES, REMOVE/HAUL OFF TRASH & DEBRIS. From Site Located At 4919 17TH ST. WESTLEY JAMES & DELPHINE

Parcel 2: 0711J-02-024.000. LOTS 3 & 4 BLK 5 WEST SIDE ADD. Awarded To PURPOSED BY DESIGN LAWN MAINTENANCE LLCFor $60 To CUT & CLEAN THE PROPERTY, REMOVE WEEDS & VINES, REMOVE/HAUL OFF TRASH & DEBRIS. From Site Located At 1017 43RD AVE. PICKERING JAMES

Parcel 3: 0711G-05-040.000. LOT 15 BLK 10 JONESTOWN MCCAUGHAN ADD. Awarded To PURPOSED BY DESIGN LAWN MAINTENANCE LLC For $87 To CUT & CLEAN THE PROPERTY, REMOVE WEEDS & VINES, REMOVE/HAUL OFF TRASH & DEBRIS. From Site Located At 49TH AVE. CASEY CLAUDETTE

Parcel 4: 0711H-05-058.000. LOTS 1 & 2 & N 26 FT OF LOT 3 BLK 12 RESURVEY OF SOUTHMOOR HEIGHTS SUBD SEC 5-8-11. Awarded To GRASSMASTERS LAWN SERVICE LLC For $99 To CUT & CLEAN THE PROPERTY, REMOVE WEEDS & VINES, REMOVE/HAUL OFF TRASH & DEBRIS. From Site Located At 1717 41ST AVE. FORREST HOLDINGS INC

Parcel 5: 0711J-07-051.000. W 15 FT OF LOT 34 & ALL LOT 35 BLK 5 GASTON POINT ADD. Awarded To GRASSMASTERS LAWN SERVICE LLC For $80 To CUT & CLEAN THE PROPERTY, REMOVE WEEDS & VINES, REMOVE OBSTRUCTION, REMOVE/HAUL OFF TRASH & DEBRIS. From Site Located At 4422 WEST RAILROAD ST. JOHNSTON JAMES W TRUST

Parcel 6: 0710O-02-100.000. LOTS 1 TO 3 BLK 19 GULFPORT HEIGHTS. Awarded To PURPOSED BY DESIGN LAWN MAINTENANCE LLC For $600 To

REMOVE/HAUL OFF CONCRETE, REMOVE/HAUL OFF TRASH & DEBRIS. From Site Located At 2800 49TH AVE. JACOBS HORACE

Parcel 7: 0711J-07-023.000. LOTS 25 & 26 & N 8.3 FT OF LOTS 27 & 28 BLK 3 HINESTOWN. Awarded To PURPOSED BY DESIGN LAWN MAINTENANCE LLC For $80 To CUT & CLEAN THE PROPERTY,REMOVE WEEDS & VINES,REMOVE/HAUL OFF TRASH & DEBRIS. From Site Located At 1019 CAMP AVE. FANNIE BROWN

Parcel 8: 0711J-07-022.000. LOTS 27 & 28 LESS N 8.3 FT & ALL LOTS 29 & 30 BLK 3 HINESTOWN. Awarded To PURPOSED BY DESIGN LAWN MAINTENANCE LLC For $85 To CUT & CLEAN THE PROPERTY,REMOVE WEEDS & VINES,REMOVE/HAUL OFF TRASH & DEBRIS. From Site Located At 1017 CAMP AVE. BROWN FANNIE E

Parcel 9: 0711K-04-068.000. LOTS 33 & 34 BLK 2 DIXIE ADD. Awarded To PURPOSED BY DESIGN LAWN MAINTENANCE LLC For $45 To CUT & CLEAN THE PROPERTY,REMOVE WEEDS & VINES,REMOVE/HAUL OFF TRASH & DEBRIS. From Site Located At DIXIE AVE. STATE OF MISSISSIPPI

Parcel 10: 0711K-03-082.000. LOT 2 BLK 2 EXT OF STOKES SUBD. Awarded To PURPOSED BY DESIGN LAWN MAINTENANCE LLC For $70 To CUT & CLEAN THE PROPERTY,REMOVE WEEDS & VINES,REMOVE/HAUL OFF TRASH & DEBRIS. From Site Located At 1204 HARDY AVE. MCINTOSH KEISHA

Parcel 11: 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. Awarded To PURPOSED BY DESIGN LAWN MAINTENANCE LLC For $73 To CUT & CLEAN THE PROPERTY,REMOVE WEEDS & VINES,REMOVE/HAUL OFF TRASH & DEBRIS. From Site Located At 1710 41ST AVE. RIVERA PAULINO MORALES

Parcel 12: 0811A-02-083.000. LOT 6 BLK 8 BROADMOORE PLACE. Awarded To PURPOSED BY DESIGN LAWN MAINTENANCE LLCFor $580 To CUT & CLEAN THE PROPERTY, REMOVE WEEDS & VINES,REMOVE/HAUL OFF TRASH & DEBRIS. From Site Located At 2310 MAGNOLIA PL. SPRUILL LINDA E

Parcel 13: 0811A-04-095.000. LOT 8 & N1/2 OF LOT 9 BLK 12 BROAD ACRES. Awarded To PURPOSED BY DESIGN LAWN MAINTENANCE LLC For $57 To CUT & CLEAN THE PROPERTY,REMOVE WEEDS & VINES,REMOVE/HAUL OFF TRASH & DEBRIS. From Site Located At 2612 JOAN AVE. HGM HOLDINGS LLC

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. Awarded To PURPOSED BY DESIGN LAWN MAINTENANCE LLC For $48 To CUT & CLEAN THE PROPERTY,REMOVE WEEDS & VINES,REMOVE/HAUL OFF TRASH & DEBRIS. From Site Located At 615 RUTH AVE. SANDERS TIMOTHY

Parcel 15: 0910M-03-006.000. LOTS 7 - 9 BLK 17 MYRTLE RESURVEY. Awarded To PURPOSED BY DESIGN LAWN MAINTENANCE LLC For $90 To CUT & CLEAN THE PROPERTY,REMOVE WEEDS & VINES,REMOVE/HAUL OFF TRASH & DEBRIS. From Site Located At 2917 GULF AVE. BRESCHER HEIDI CHRISTIN

Parcel 16: 0910K-01-051.000. LOT 51 BELMEDE SUBD. Awarded To GRASSMASTERS LAWN SERVICE LLC For $70 To CUT & CLEAN THE PROPERTY,REMOVE WEEDS & VINES, REMOVE/HAUL OFF TRASH & DEBRIS. From Site Located At 3902 BELMEDE PL. EMPIRE INVESTMENTS #2 LLC

Parcel 17: 0908E-01-041.000. LOT 38 RESERVATION EST UNIT 2 PART 1. Awarded To PURPOSED BY DESIGN LAWN MAINTENANCE LLC For $95 To CUT & CLEAN THE PROPERTY,REMOVE WEEDS & VINES,REMOVE/HAUL OFF

TRASH & DEBRIS,. From Site Located At 129 RESERVATION DR.
HUEBNER JON T & MARCIA L

WHEREAS, the Mayor and Members of the Council find and do so determine that pursuant to bids heretofore received for lot cleanup and/or demolition of certain property described above in the City of Gulfport, that the bid price noted above is the lowest and best price and should be accepted; and

WHEREAS, the Mayor and Members of the Council further find and do so determine that Notice to Proceed should be given to the listed property above, and that the actual costs of cleanup should be assessed against the property as provided by law including a $250.00 penalty.

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

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

SECTION 2. That the individual bids for the cleanup of the certain properties described above within the City of Gulfport, should be accepted as the lowest and best bid/bid price.

SECTION 3. That Notice to Proceed should be immediately given to the lowest and best bidder as noted above and the completion of all work shall be accomplished within 30 calendar days. If extenuating circumstances occur, the company may request an extension of time in writing to complete the work.

SECTION 4. That the costs of lot cleanup, plus a $250.00 penalty, should be assessed as a lien against the said properties and shall be enrolled in the Office of the Circuit Clerk of the First Judicial of Harrison County, Mississippi, as other judgments are enrolled, as provided by law.

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

YEAS: NAYS: ABSENT:

WHEREUPON, the President thereby declared the motion carried and the Resolution adopted this the _____ day of _____, 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: **NOVEMBER 21, 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 3rd Day Of December, 2019.**

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

MEMORANDUM – CITY OF GULFPORT

Date: **NOVEMBER 21, 2019**

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

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

Subject: **Awarding Of Bids**

RE: **Resolution Awarding Bids For Lot Cleanups and/or Demolition Of Certain Property Within The City Of Gulfport And Providing For Assessment Of Cost To The Said Properties Being Described:**

WARD 1

Parcel 1: 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 SEC 7-8-11. Awarded To PURPOSED BY DESIGN LAWN MAINTENANCE LLC For $91.00 To CUT & CLEAN THE PROPERTY, REMOVE WEEDS & VINES,REMOVE/HAUL OFF TRASH & DEBRIS From Site Located At 4919 17TH ST. (WESTLEY JAMES & DELPHINE)

Parcel 2: 0711J-02-024.000. LOTS 3 & 4 BLK 5 WEST SIDE ADD. Awarded To PURPOSED BY DESIGN LAWN MAINTENANCE LLC For $60.00 To CUT & CLEAN THE PROPERTY, REMOVE WEEDS & VINES, REMOVE/HAUL OFF TRASH & DEBRIS, From Site Located At 1017 43RD AVE. (PICKERING JAMES)

Parcel 3: 0711G-05-040.000. LOT 15 BLK 10 JONESTOWN MCCAUGHAN ADD. Awarded To PURPOSED BY DESIGN LAWN MAINTENANCE LLC For $87.00 To CUT & CLEAN THE PROPERTY, REMOVE WEEDS & VINES, REMOVE/HAUL OFF TRASH & DEBRIS From Site Located At 49TH AVE. (CASEY CLAUDETTE)

Parcel 4: 0711H-05-058.000. LOTS 1 & 2 & N 26 FT OF LOT 3 BLK 12 RESURVEY OF SOUTHMOOR HEIGHTS SUBD SEC 5-8-11. Awarded To GRASSMASTERS LAWN SERVICE LLC For $99.00 To CUT & CLEAN THE PROPERTY, REMOVE WEEDS & VINES, REMOVE/HAUL OFF TRASH & DEBRIS From Site Located At 1717 41ST AVE. (FORREST HOLDINGS INC)

Parcel 5: 0711J-07-051.000. W 15 FT OF LOT 34 & ALL LOT 35 BLK 5 GASTON POINT ADD. Awarded To GRASSMASTERS LAWN SERVICE LLC For $80.00 To CUT & CLEAN THE PROPERTY, REMOVE WEEDS & VINES, REMOVE OBSTRUCTION, REMOVE/HAUL OFF TRASH & DEBRIS From Site Located At 4422 WEST RAILROAD ST. (JOHNSTON JAMES W TRUST)

Parcel6: 0710O-02-100.000. LOTS 1 TO 3 BLK 19 GULFPORT HEIGHTS. Awarded To PURPOSED BY DESIGN LAWN MAINTENANCE LLC For $600.00 To REMOVE/HAUL OFF CONCRETE, REMOVE/HAUL OFF TRASH & DEBRIS From Site Located At 2800 49TH AVE. (JACOBS HORACE)

Parcel 7: 0711J-07-023.000. LOTS 25 & 26 & N 8.3 FT OF LOTS 27 & 28 BLK 3 HINESTOWN. Awarded To PURPOSED BY DESIGN LAWN MAINTENANCE LLC For $80.00 To CUT & CLEAN THE PROPERTY, REMOVE WEEDS & VINES, REMOVE/HAUL OFF TRASH & DEBRIS From Site Located At 1019 CAMP AVE. (FANNIE BROWN)

Parcel 8: 0711J-07-022.000. LOTS 27 & 28 LESS N 8.3 FT & ALL LOTS 29 & 30 BLK 3 HINESTOWN. Awarded To PURPOSED BY DESIGN LAWN MAINTENANCE LLC For $85.00 To CUT & CLEAN THE PROPERTY, REMOVE WEEDS & VINES, REMOVE/HAUL OFF TRASH & DEBRIS From Site Located At 1017 CAMP AVE. (BROWN FANNIE E)

Parcel 9: 0711K-04-068.000. LOTS 33 & 34 BLK 2 DIXIE ADD. Awarded To PURPOSED BY DESIGN LAWN MAINTENANCE LLC For $45.00 To CUT & CLEAN THE PROPERTY, REMOVE WEEDS & VINES,REMOVE/HAUL OFF TRASH & DEBRIS, From Site Located At DIXIE AVE. (STATE OF MISSISSIPPI)

Parcel 10: 0711K-03-082.000. LOT 2 BLK 2 EXT OF STOKES SUBD. Awarded To PURPOSED BY DESIGN LAWN MAINTENANCE LLC For $70.00 To CUT & CLEAN THE PROPERTY, REMOVE WEEDS & VINES,REMOVE/HAUL OFF TRASH & DEBRIS From Site Located At 1204 HARDY AVE. (MCINTOSH KEISHA)

Parcel 11: 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. Awarded To PURPOSED BY DESIGN LAWN MAINTENANCE LLC For $73.00 To CUT & CLEAN THE PROPERTY, REMOVE WEEDS & VINES, REMOVE/HAUL OFF TRASH & DEBRIS From Site Located At 1710 41ST AVE. (RIVERA PAULINO MORALES)

WARD 2

Parcel 12: 0811A-02-083.000. LOT 6 BLK 8 BROADMOORE PLACE. Awarded To PURPOSED BY DESIGN LAWN MAINTENANCE LLC For $580.00 To CUT & CLEAN THE PROPERTY, REMOVE WEEDS & VINES, REMOVE/HAUL OFF TRASH & DEBRIS From Site Located At 2310 MAGNOLIA PL. (SPRUILL LINDA E)

Parcel 13: 0811A-04-095.000. LOT 8 & N1/2 OF LOT 9 BLK 12 BROAD ACRES. Awarded To PURPOSED BY DESIGN LAWN MAINTENANCE LLC For $57.00 To CUT & CLEAN THE PROPERTY, REMOVE WEEDS & VINES,REMOVE/HAUL OFF TRASH & DEBRIS From Site Located At 2612 JOAN AVE. (HGM HOLDINGS LLC)

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. Awarded To PURPOSED BY DESIGN LAWN MAINTENANCE LLC For $48.00 To CUT & CLEAN THE PROPERTY, REMOVE WEEDS & VINES, REMOVE/HAUL OFF TRASH & DEBRIS From Site Located At 615 RUTH AVE. (SANDERS TIMOTHY)

Parcel 15: 0910M-03-006.000. LOTS 7 - 9 BLK 17 MYRTLE RESURVEY. Awarded To PURPOSED BY DESIGN LAWN MAINTENANCE LLC For $90.00 To CUT & CLEAN THE PROPERTY, REMOVE WEEDS & VINES,REMOVE/HAUL OFF TRASH & DEBRIS From Site Located At 2917 GULF AVE. (BRESCHER HEIDI CHRISTIN)

WARD 4

Parcel 16: 0910K-01-051.000. LOT 51 BELMEDE SUBD. Awarded To GRASSMASTERS LAWN SERVICE LLC For $70.00 To CUT & CLEAN THE PROPERTY, REMOVE WEEDS & VINES, REMOVE/HAUL OFF TRASH & DEBRIS From Site Located At 3902 BELMEDE PL. (EMPIRE INVESTMENTS #2 LLC)

WARD 6

Parcel 17: 0908E-01-041.000. LOT 38 RESERVATION EST UNIT 2 PART 1. Awarded To PURPOSED BY DESIGN LAWN MAINTENANCE LLC For $95 To CUT & CLEAN THE PROPERTY, REMOVE WEEDS & VINES,REMOVE/HAUL OFF TRASH & DEBRIS From Site Located At 129 RESERVATION DR. (HUEBNER JON T & MARCIA L)

TOTAL: $ 2310.00

MAULDIN & JENKINS

October 31, 2019

Honorable Mayor and Members of the
City Council
City of Gulfport, Mississippi
1410 24th Avenue
Gulfport, Mississippi 39501

Attn: Gerard Bellocq, Comptroller

We are pleased to confirm our understanding of the services we are to provide the City of Gulfport, Mississippi (the City) for the year ended September 30, 2019. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City of Gulfport, Mississippi as of and for the year then ended. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis (MD&A).
2. Schedule of City's Proportionate Share of the Net Pension Liability.
3. Schedule of City Contributions – Pension Plan.
4. Budgetary comparisons for the General Fund

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of expenditures of federal awards.
2. Combining and individual fund statements.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, we have no responsibility for determining whether such other information is properly stated, and our auditor's report will not provide an opinion or any assurance on that other information:

1. Introductory section
2. Statistical section

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on -

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards.*

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Honorable Mayor and Members of the City Council for the City of Gulfport, Mississippi. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or may withdraw from this engagement.

Management Responsibilities

Management is responsible for the financial statements, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein.

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted

accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and to prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review subsequent to the start of fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in

any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes): and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes): and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to an exempt offering document with which Mauldin & Jenkins is not involved, you agree to clearly indicate in the exempt offering document that Mauldin & Jenkins is not involved with the contents of such offering document.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. You agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that

come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards.*

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Gulfport, Mississippi's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Gulfport's major programs. The purpose of these procedures will be to express an opinion on the City of Gulfport's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform these services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Audit Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City of Gulfport, Mississippi; however, management is responsible for distribution of the reports and financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Mauldin & Jenkins and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Mauldin & Jenkins personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a regulatory body. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party (ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit at a convenient time for management and to issue our reports no later than June 30, 2020. David Irwin is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be $54,900 for the year ended September 30, 2019. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. The above fees are based on anticipated cooperation from your personnel (including complete and timely receipt by us of the information on the respective client participation listings to be prepared annually) and the assumption that unexpected circumstances (including scope changes) will not be encountered during the audit. If significant additional time is necessary, we will discuss it with management and arrive at a new fee estimate before we incur the additional costs.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

We appreciate the opportunity to be of service to the City of Gulfport, Mississippi and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

MAULDIN & JENKINS, LLC

David Irwin

DI:pm

RESPONSE:

This letter correctly sets forth the understanding of the City of Gulfport, Mississippi.

By: _____

Title: _____

Legal Advertisement
RFP for
City of Gulfport
Wellness Clinic Service Provider

Notice is hereby given that the City of Gulfport, Mississippi (hereinafter referred to as the "Owner"), will receive sealed proposals at the Office of Procurement, 1410 24th Avenue, 2nd floor, Gulfport, **until 4:00 P.M. local time on January 17, 2020** for the following – **"Wellness Clinic Service Provider;** after which time they will be delivered to the selection committee.

The bid package may be picked up at the Office, of Procurement, located at 1410 24th Avenue, Gulfport, MS or can be emailed by calling 228-868-5705 X6550 and making the request.

The City of Gulfport now offers Electronic Proposal submissions. All Documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic proposals can be submitted at www.centralbidding.com. For any questions relating to the electronic process, please call Central Bidding at 225-810-4814.

One (1) original, four (4) bound copies and one (1) electronic copy of the proposal shall be submitted to Owner. All proposals must be sealed and clearly marked on the outside of the envelope as indicated "Professional Services to Provide a Wellness Clinic" and addressed to the Office of Procurement, 1410 24th Avenue, Gulfport, MS 39501.

In addition to the above, the sealed envelope shall list the Company Name and Address. Envelopes not so marked are submitted at the risk of the Proposer and the Owner nor any of its affiliates, employees, officers, or commissioners assume any responsibility for the premature opening of same by any Owner affiliate, employee, officer, or commissioner.

All inquiries shall be in writing and directed to the following office. No questions or requests for clarifications will be addressed within seven (7) business days of the due date of the proposal.

Office of Procurement
Attn: Connie Debenport, CPPB
1410 24th Avenue
Gulfport, MS 39501
cdebenport@gulfport-ms.gov

The selection committee will review each proposal based on the grading criteria as noted in the RFP package. The Owner retains the ultimate authority in making these determinations. The selection committee may develop a short list from which interviews will be scheduled and evaluation will be based ONLY on the data submitted in response to the request for proposal and such other information, as the Owner may deem necessary or appropriate. Upon final selection(s) and a determination made by the Owner a written contract may be awarded to the individual(s)/firm(s) whose proposal is determined by the Owner to be the most advantageous to the project.

The Owner reserves the right to reject any and all proposals, in whole or in part, and to discontinue contract execution with any party at any time prior to final contract execution.

Direct contact with the Owner, including but not limited to City of Gulfport employees, including the Mayor and City Council, the Owner's Board of Commissioners, or the Owner's employees or affiliates regarding the subject of this proposal is strictly forbidden. Violation of this paragraph will result in disqualification of your submission.

Minority and Women's business enterprises are solicited to submit a proposal and are encouraged to make inquiries regarding potential subcontracting opportunities and equipment, material and/or supply needs.

The Owner is NOT responsible for proposals which are mailed to the wrong address or which arrive in the mail after the designated opening time.

The successful proposer must adhere to the Owner's policy concerning non-discrimination without regard to race, creed, color, age, sex, national origin or handicap.

If the agency is closed for any reason, including but not limited to: acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events"), which closure prevents the opening of bids at the advertised date and time, all bids received shall be publicly opened and read aloud on the next business day that the agency shall be open and at the previously advertised time. The new date and time of the bid opening, as determined in accordance with this paragraph, shall not be advertised, and all bidders , upon submission of a bid proposal, shall be deemed to have knowledge of and shall have agreed to the provisions of this paragraph. Bids shall be received by the agency until the new date and time of the bid opening as set forth herein. The agency shall not be held responsible for the receipt of any bids for which the delivery was attempted and failed due to the closure of the agency as a result of a Force Majeure Event. Each bidder shall be required to ensure the delivery and receipt of its bid by the agency prior to the new date and time of the bid opening.

Ad Dates: 12-6-19 & 12-13-19

Send Invoice and Proof of Publication to: Connie Debenport, CPPB
1410 24th Avenue,
Gulfport, MS 39501

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, CPPB

Date: November 13, 2019

Ref: **Metal Bldg. for Fire Station #3**
Bids Received 10-03-2019

I have reviewed the bids received on the above referenced group and recommend acceptance of the lowest and best bid as submitted by Ludwig Bldg. Enterprises for a total bid amount of $24,984.00.

I have issued Purchase Order #207615 accordingly and respectfully request you make this a part of the minutes.

Thank you for your consideration.

STATION #3 - METAL BUILDING
FIRE DEPARTMENT
BIDS RECEIVED 10-03-2019

PO# 207615

	SOUTHEASTERN ERECTORS	PHILLIPS METAL PRODUCTS	LUDWIG BLDG. ENTERPRISES
45' X 60' 16' METAL BLDG. 1:12 ROOF SLOPE 20 BAYS ROOF SHEETED - 26 GAGE GALVALUME PANELS 3 EA. 12' X 14' ROLL UP DOOR W/CHAIN HOIST 1 EA. 3070 WALK DOOR			
TOTAL	**$ 31,620.00**	**$ 25,369.00**	**$ 24,984.00**

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Mary Collins, Procurement Specialist

Date: November 13, 2019

Ref: Directional Radar Unit
Bids Received 11/07/2019

I have reviewed the bids received on the above referenced item and recommend acceptance of the lowest and best bid as submitted by Kustom Signals, Inc., for a total bid amount of $7,194.00.

I have issued Purchase Order #207563 accordingly and respectfully request you make this a part of the minutes.

Thank you for your consideration.

Directional Radar Unit
Bid Date:11/07/19
PO #207563

		Kustom Signal Inc.		Galls Inc.		Lakota Contracting, Inc	
	Qty.	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
Eagle III directional dual KA dual antenna	3	$2,360.00	$7,080.00	$ 2,700.00	$ 8,100.00	$ 2,729.00	$ 8,187.00
radar with wireless remote control, same							
direction/fastest vehicle/scan modes with 3					$ -		$ -
year factory warranty							
Freight			$ 114.00		$ 75.00		$ -
			$7,194.00		$ 8,175.00		$ 8,187.00

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Mary Collins, Procurement Specialist

Date: November 20, 2019

Re: Mini Lights
Leisure Services Department / Harbor Lights Winter Festival
Bids Received in Purchasing 11/19/2019

I have reviewed the bids received on the above referenced item and recommend acceptance of the lowest and best bid as submitted by Turf Masters Lawn Care, Inc., for a total bid amount of $20,227.74.

I have issued Purchase Order #207727 accordingly and respectfully request you make this a part of the minutes.

Thank you for your consideration.

Mini Lights /Harbor Lights Winter Fesitval

11/20/2019

PO #207727

Leisure Services Department

Description	QTY	Turf Masters Lawn Care Inc.		Prestige-One Landscaping, LLC		BWI Companies, Inc.	
		UNIT	EXT.	UNIT	EXT.	UNIT	EXT.
Mini lights BLUE 50ft 6in balled 24 per case	25	$308.40	$ 7,710.00	$ 335.00	$ 8,375.00	$ 370.00	$ 9,250.00
Mini lights COOL WHITE 50ft 6in balled 24 per case	6	$308.40	$ 1,850.40	$ 335.00	$ 2,010.00	$ 370.00	$ 2,220.00
Mini lights GREEN -50ft 6in balled 24 per case	12	$308.40	$ 3,700.80	$ 335.00	$ 4,020.00	$ 370.00	$ 4,440.00
Mini lights RED 50ft 6in balled 24 per case	16	$308.40	$ 4,934.40	$ 335.00	$ 5,360.00	$ 370.00	$ 5,712.00
Mini lights AMBER 50ft 6in balled 24 per case	12	$169.34	$ 2,032.08	$ 335.00	$ 4,020.00	$ 370.00	$ 4,440.00
Shipping			$0.00		$0.00		$25.00
			$20,227.68		$23,785.00		$26,087.00

SCANNED

1st Judicial District
Instrument 2019 1042 D – J1
Filed/Recorded 2/22/2019 11:26 A
Total Fees $ 15.00
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 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,**

JERRY L. AND JEFFREY L. ALLEN
13180 Three Rivers Road
Gulfport, MS 39503
Telephone (228) 265-0730

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 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 Grantors' remaining and adjacent property for the purpose of construction and maintenance of said utility and drainage system. Any damage caused to Grantors' remaining and adjacent property as a direct result of the City's use of the Right of Entry will be repaired, as reasonably possible, to pre-damage condition.

INDEXING INSTRUCTIONS: **Block 1, National Tung Grove Subdivision, No. 2,** City of Gulfport, First Judicial District of Harrison County, Mississippi

WITNESS OUR SIGNATURES on this the 16th day of JANUARY, 2019.

JERRY L. ALLEN

JEFFREY L. ALLEN

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 JANUARY, 2019, JERRY L. ALLEN, 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 16th day of JANUARY, 2019, JEFFREY L. ALLEN, 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

An easement situated and being located in Lots 11, 12, 13, and the North 46.3 feet of Lot 14, Block 1, National Tung Grove Subdivision, No.2 (Plat Book 15, Page 4) and also in the W 1/2 of the SW 1/4 of Section 35, Township 6 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

Commencing at a concrete monument found located at the apparent Southwest corner of said Lot 15, said point having State Plane Coordinates of N.354917.4116, E.909839.0141; thence N00°07'34"E 88.24 feet along said East Margin of Three Rivers Road to the Point of Beginning, said point having State Plane Coordinates of N.355005.6542, E.909839.2081; thence continue along said East margin N00°07'34"E 122.00 feet; thence S89°52'26"E 15.00 feet, said point have State Plane Coordinates of N.3551276209, E.909854.4763; thence S00°07'34"W 122.00 feet; thence N89°52'26"E 15.00 feet to the Point of Beginning.

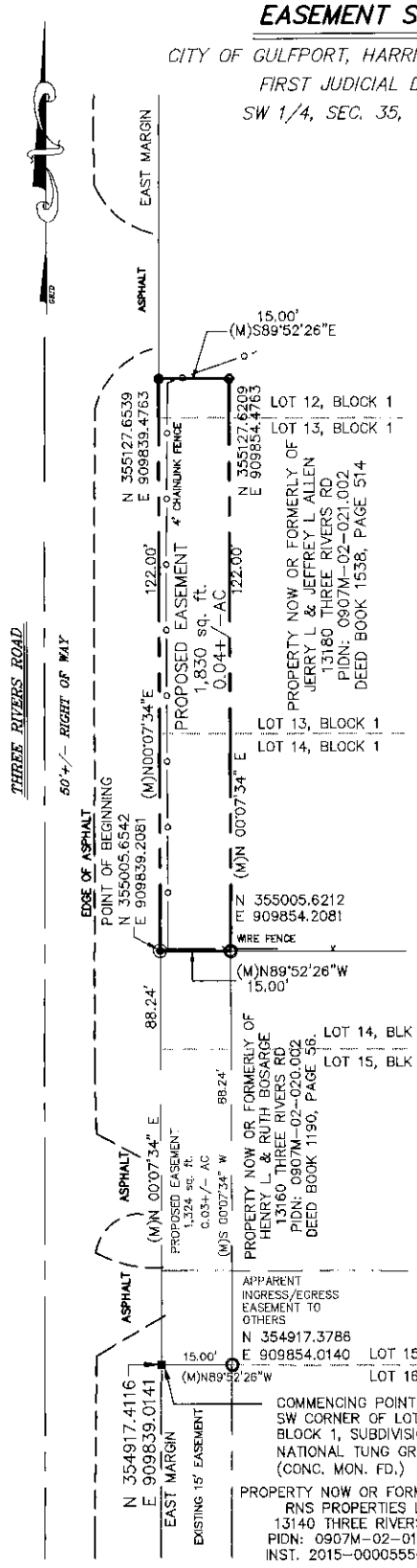
Said parcel of land contains 1830 square feet or 0.04 acres more or less.

EASEMENT SURVEY

CITY OF GULFPORT, HARRISON COUNTY, MS
FIRST JUDICIAL DISTRICT
SW 1/4, SEC. 35, T6S, R11W

SYMBOL LEGEND

IRS = iron rod set		UP = utility pole	
IRF = iron rod found		(D) = deed	
PKF = P.K. nail found		(P) = plat	
PKS = P.K. nail set		(R) = record	
IPF = iron pipe found		(M) = measured	
CMF = concrete mon. fd.		AC. = acres	
LKF = lightard knot found			



EASEMENT DESCRIPTION: PIDN: 0907M-02-021.002

A easement situated and being located in Lots 11, 12, 13, and the North 46.3 feet of Lot 14, Block 1, National Tung Grove Subdivision, No.2 (Plat Book 15, Page 4) and also in the W 1/2 of the SW 1/4 of Section 35, Township 6 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

Commencing at a concrete monument found located at the apparent Southwest corner of said Lot 15, said point having State Plane Coordinates of N.354917.4116, E.909839.0141; thence N00°07'34"E 88.24 feet along said East Margin of Three Rivers Road to the Point of Beginning, said point having State Plane Coordinates of N.355005.6542, E.909839.2081; thence continue along said East margin N00°07'34"E 122.00 feet; thence S89°52'26"E 15.00 feet, said point have State Plane Coordinates of N.3551276209, E.909854.4763; thence S00°07'34"W 122.00 feet; thence N89°52'26"E 15.00 feet to the Point of Beginning. Said parcel of land contains 1830 square feet or 0.04 acres more or less.

Note: All bearings shown on this plat were derived GPS observation and Ms State Plane Coordinates (Grid)

Note: Coordinates shown hereon are State Plane Coordinates datum NAD 83, Mississippi East Zone (2301 MS E) and were derived from static GPS observation and OPUS SOLUTION provided by the National Geodetic Survey (NGS) @ www.ngs.noaa.gov.

GPS Observation Number one @ Three Rivers Road and Duckworth Road

Convergence angle: [degrees] -0.11977492
Point Scale: 0.99995634
Combined Factor: 0.99995793

Note: This survey "CLASS B" was made in accordance with the current "Standards of Practice for Surveying" in the State of Mississippi.

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.

TIMOTHY L. GLASS, P.L.S.
JANUARY 16, 2018
MS REG. # 02584

T. L. GLASS LICENSED PROFESSIONAL SURVEYOR PLS 02584 STATE OF MISSISSIPPI

EXHIBIT B

TYPE SURVEY: EASEMENT	JOB NO.: 0908D-01-021.002.DWG	SURVEY BY: Glass Land Surveying, Inc. 10453 Pin Oak Drive Biloxi, Mississippi 39532 Ph/Fax (228) 392-9004 e-mail: glasurv@aol.com	SURVEY FOR: NEEL-SCHAFFER, INC. # 722 HOWARD AVENUE BILOXI, MISSISSIPPI 39533 PHONE: 228-374-1211, FAX: 374-1216
DATE OF SURVEY: 01/16/2018	REVISED:		
CHECKED BY: TLG	SCALE: 1" = 30'		
CREW CHIEF: TLG	SHEET NO: 1 OF 1		

REVIEWED

SCANNED

1st Judicial District
Instrument 2019 552 D – J1
Filed/Recorded 1/31/2019 01:21 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

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,**

PEGGY A. AND JERRY L. ALLEN
14106 Cruthirds Road
Gulfport, MS 39503
Telephone (228) 832-6868

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 Grantors' remaining and adjacent property as a direct result of the City's use of the Right of Entry will be repaired, as reasonably possible, to pre-damage condition.

INDEXING INSTRUCTIONS: **NE ¼ of the SE ¼ of Section 34, Township 6 South, Range 11 West,** City of Gulfport, First Judicial District of Harrison County, Mississippi

WITNESS OUR SIGNATURES on this the 16th day of JANUARY, 2019.

Peggy A. Allen
PEGGY A. ALLEN

Jerry L. Allen
JERRY L. ALLEN

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 JANUARY, 2019, PEGGY A. ALLEN, 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

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 JANUARY, 2019, JERRY L. ALLEN, 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 Easement

An easement situated and being located in the NE 1/4 of the SE 1/4 of Section 34, Township 6 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

For the Point of Beginning, commence at the intersection of the East margin of Three Rivers Road with the North margin of Cruthirds Road, said point having State Plane Coordinates of N.355308.5595, E.909790.2664; thence N00°25'03"E 262.29 feet along said East Margin of Three Rivers Road to a point having State Plane Coordinates of N.355570.8425, E.909792.1776; thence S89°11'03"W 10.00 feet; thence S00°25'03"W 262.07 feet to the North margin of Cruthirds Road; thence S89°34'57"W 10.00 feet along the North margin of Cruthirds Road to the Point of Beginning.

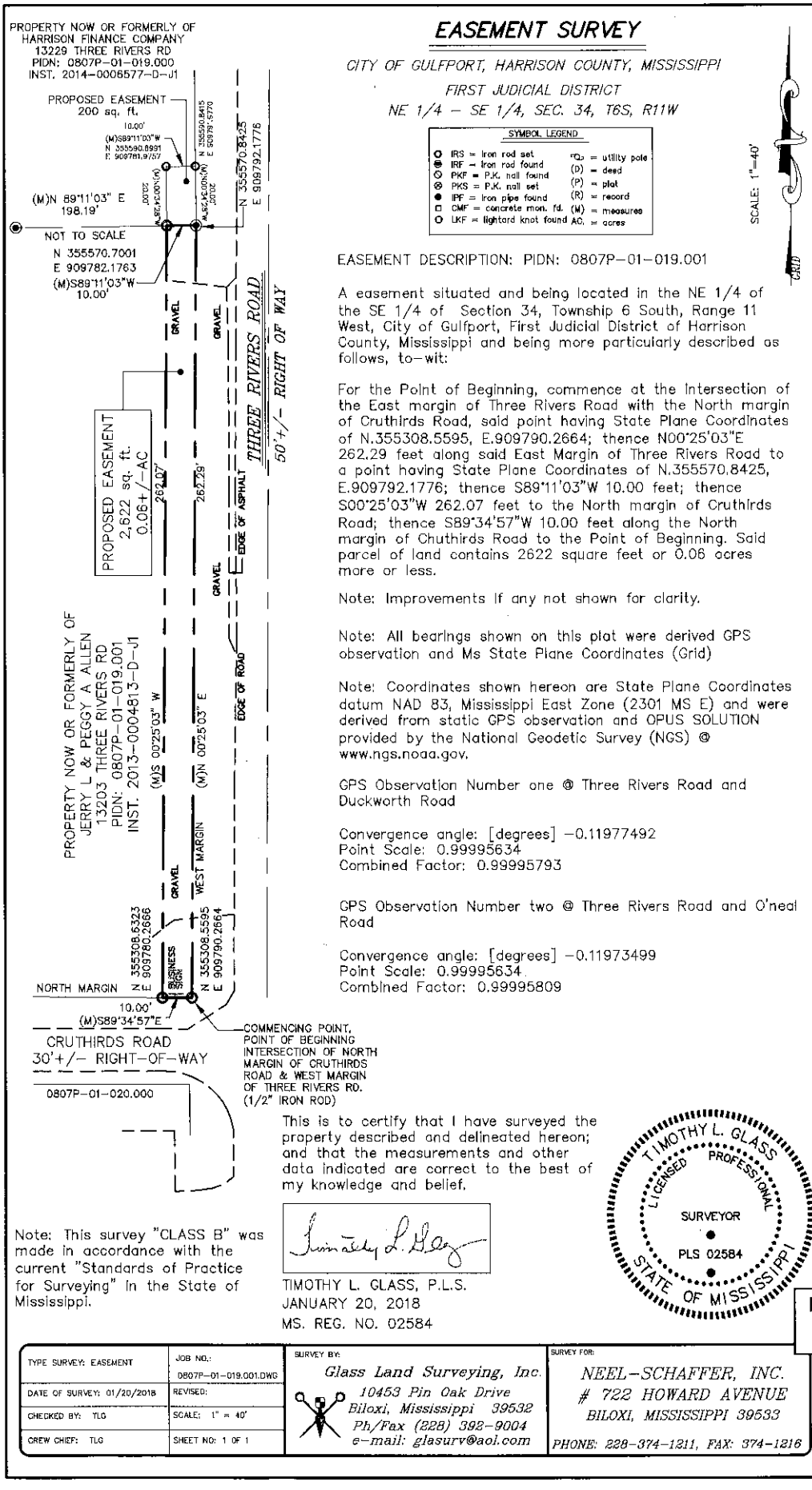
Said parcel of land contains 2622 square feet or 0.06 acres more or less.

EASEMENT SURVEY

CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI

FIRST JUDICIAL DISTRICT

NE 1/4 – SE 1/4, SEC. 34, T6S, R11W



SYMBOL LEGEND	
IRS = iron rod set	= utility pole
IRF = iron rod found	(D) = deed
PKF = P.K. nail found	(P) = plat
PKS = P.K. nail set	(R) = record
IPF = iron pipe found	(M) = measured
CMF = concrete mon. fd.	AC. = acres
LKF = lightard knot found	

SCALE: 1"=40'

GRID

EASEMENT DESCRIPTION: PIDN: 0807P-01-019.001

A easement situated and being located in the NE 1/4 of the SE 1/4 of Section 34, Township 6 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

For the Point of Beginning, commence at the Intersection of the East margin of Three Rivers Road with the North margin of Cruthirds Road, said point having State Plane Coordinates of N.355308.5595, E.909790.2664; thence N00°25'03"E 262.29 feet along said East Margin of Three Rivers Road to a point having State Plane Coordinates of N.355570.8425, E.909792.1776; thence S89°11'03"W 10.00 feet; thence S00°25'03"W 262.07 feet to the North margin of Cruthirds Road; thence S89°34'57"W 10.00 feet along the North margin of Chuthirds Road to the Point of Beginning. Said parcel of land contains 2622 square feet or 0.06 acres more or less.

Note: Improvements if any not shown for clarity.

Note: All bearings shown on this plat were derived GPS observation and Ms State Plane Coordinates (Grid)

Note: Coordinates shown hereon are State Plane Coordinates datum NAD 83, Mississippi East Zone (2301 MS E) and were derived from static GPS observation and OPUS SOLUTION provided by the National Geodetic Survey (NGS) @ www.ngs.noaa.gov.

GPS Observation Number one @ Three Rivers Road and Duckworth Road

Convergence angle: [degrees] -0.11977492
Point Scale: 0.99995634
Combined Factor: 0.99995793

GPS Observation Number two @ Three Rivers Road and O'neal Road

Convergence angle: [degrees] -0.11973499
Point Scale: 0.99995634
Combined Factor: 0.99995809

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.

TIMOTHY L. GLASS, P.L.S.
JANUARY 20, 2018
MS. REG. NO. 02584

TIMOTHY L. GLASS
LICENSED PROFESSIONAL
SURVEYOR
PLS 02584
STATE OF MISSISSIPPI

Note: This survey "CLASS B" was made in accordance with the current "Standards of Practice for Surveying" in the State of Mississippi.

EXHIBIT B

TYPE SURVEY: EASEMENT	JOB NO.: 0807P-01-019.001.DWG
DATE OF SURVEY: 01/20/2018	REVISED:
CHECKED BY: TLG	SCALE: 1" = 40'
CREW CHIEF: TLG	SHEET NO: 1 OF 1

SURVEY BY:
Glass Land Surveying, Inc.
10453 Pin Oak Drive
Biloxi, Mississippi 39532
Ph/Fax (228) 392-9004
e-mail: glasurv@aol.com

SURVEY FOR:
NEEL-SCHAFFER, INC.
 # 722 HOWARD AVENUE
BILOXI, MISSISSIPPI 39533
PHONE: 228-374-1211, FAX: 374-1216

SCANNED

1st Judicial District
Instrument 2019 1040 D –J1
Filed/Recorded 2/22/2019 11:25 A
Total Fees $ 13.00
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 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,**

HENRY L. AND RUTH BOSARGE
13160 Three Rivers Road
Gulfport, MS 39503
Telephone (228) 228-832-8578

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 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: **Block 1, National Tung Grove Subdivision, No. 2,** City of Gulfport, First Judicial District of Harrison County, Mississippi

WITNESS OUR SIGNATURES on this the 6th day of February, 2019.

Ruth Bosarge
RUTH BOSARGE

Henry Bosarge
HENRY L. 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 6th day of FEBRUARY, 2019, RUTH 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.

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 6th day of FEBRUARY, 2019, HENRY L. BOSARGE, 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 Easement

An easement situated and being located in the West 147 of South 21 feet of Lot 14 and Lot 15, Block 1, National Tung Grove Subdivision, No.2 (Plat Book 15, Page 4) and also in the W 1/2 of the SW 1/4 of Section 35, Township 6 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

For the Point of Beginning, commencing at a concrete monument found located at the apparent Southwest corner of said Lot 15, said point having State Plane Coordinates of N.354917.416, E.909839.0141; thence N00°07'34"E 88.24 feet along said East Margin of Three Rivers Road; thence S89°52'26"E 15.00 feet, said point have State Plane Coordinates of 355005.6212, E.909854.2081;thence S00°07'34"W 88.24 feet; thence N89°52'26"W 15.00 feet to the Point of Beginning.

Said parcel of land contains 1324 square feet or 0.03 acres more or less.

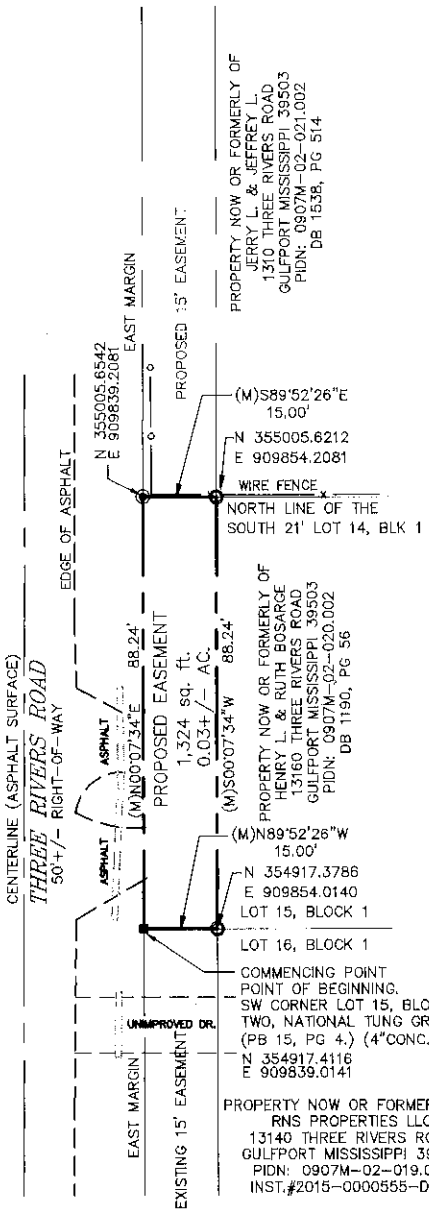
EASEMENT SURVEY

CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI
FIRST JUDICIAL DISTRICT
SW 1/4, SEC. 35, T6S, R11W

SYMBOL LEGEND

O	IRS = iron rod set	⌀	= utility pole
◉	IRF = iron rod found	(D)	= deed
⊘	PKF = P.K. nail found	(P)	= plat
⊗	PKS = P.K. nail set	(R)	= record
●	IPF = iron pipe found	(M)	= measures
□	CMF = concrete mon. fd.	AC.	= acres
O	LKF = lightard knot found		

SCALE: 1"=30'



EASEMENT DESCRIPTION: PIDN: 0907M-02-020.002

A easement situated and being located in the West 147 of South 21 feet of Lot 14 and Lot 15, Block 1, National Tung Grove Subdivision, No.2 (Plat Book 15, Page 4) and also in the W 1/2 of the SW 1/4 of Section 35, Township 6 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

For the Point of Beginning, Commencing at a concrete monument found located at the apparent Southwest corner of said Lot 15, said point having State Plane Coordinates of N.354917.416, E.909839.0141; thence N00°07'34"E 88.24 feet along said East Margin of Three Rivers Road; thence S89°52'26"E 15.00 feet, said point have State Plane Coordinates of 355005.6212, E.909854.2081; thence S00°07'34"W 88.24 feet; thence N89°52'26"W 15.00 feet to the Point of Beginning. Said parcel of land contains 1324 square feet or 0.03 acres more or less.

Note: All bearings shown on this plat were derived GPS observation and Ms State Plane Coordinates (Grid).

Note: Coordinates shown hereon are State Plane Coordinates datum NAD 83, Mississippi East Zone (2301 MS E) and were derived from static GPS observation and OPUS SOLUTION provided by the National Geodetic Survey (NGS) @ www.ngs.noaa.gov.

GPS Observation Number one @ Three Rivers Road and Duckworth Road

Convergence angle: [degrees] -0.11977492
Point Scale: 0.99995634
Combined Factor: 0.99995793

TIMOTHY L. GLASS
LICENSED PROFESSIONAL
SURVEYOR
PLS 02584
STATE OF MISSISSIPPI

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.

Timothy L. Glass

TIMOTHY L. GLASS, P.L.S.
JANUARY 20, 2018
MS REG. # 02584

Note: This survey "CLASS B" was made in accordance with the current "Standards of Practice for Surveying" in the State of Mississippi.

EXHIBIT B

TYPE SURVEY: EASEMENT	JOB NO.: 0908D-01-020.002.DWG	SURVEY BY: Glass Land Surveying, Inc. 10453 Pin Oak Drive Biloxi, Mississippi 39532 Ph/Fax (228) 392-9004 e-mail: glasurv@aol.com
DATE OF SURVEY: 01/20/2018	REVISED:	SURVEY FOR: NEEL-SCHAFFER, INC. # 722 HOWARD AVENUE BILOXI, MISSISSIPPI 39533 PHONE: 228-374-1211, FAX: 374-1216
CHECKED BY: TLG	SCALE: 1" = 30'	
CREW CHIEF: TLG	SHEET NO: 1 OF 1	

SCANNED

REVIEWED

CHANCERY CLERK OF HARRISON COUNTY, MISSISSIPPI
1st Judicial District
Instrument 2019 2128 D -J1
Filed/Recorded 4/10/2019 10:56 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 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,**

ASHLEY MARIE GRAMMA and TIERRE GRAMMA, SR.
13229 Three Rivers Road
Gulfport, MS 39503
Telephone (228) 236-6748

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/or 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 and/or 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: **NE ¼ of the SE ¼ of Section 34, Township 6 South, Range 11 West,** City of Gulfport, First Judicial District of Harrison County, Mississippi

WITNESS OUR SIGNATURES on this the 9th day of April, 2019.

ASHLEY MARIE GRAMMA

TIERRE GRAMMA, SR.

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 9th day of April, 2019, ASHLEY MARIE GRAMMA, 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.

Ruth E. Rock
NOTARY PUBLIC

My Commission Expires:

4/9/2019

(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 9th day of April, 2019, TIERRE GRAMMA, 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.

Ruth E. Rock
NOTARY PUBLIC

My Commission Expires:

4/9/2019

(SEAL)

STATE OF MISSISSIPPI
RUTH E. ROCK
ID NO 119445
Commission Expires
03/09/2021
NOTARY PUBLIC
HARRISON COUNTY

Exhibit "A"

Utility Easement

An easement situated and being located in the NE 1/4 of the SE 1/4 of Section 34, Township 6 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

Commence at the intersection of the East margin of Three Rivers Road with the North margin of Cruthirds Road, said point having State Plane Coordinates of N.355308.5595, E.909790.2664; thence N00°25'03"E 262.29 feet along said East Margin of Three Rivers Road to the Point of Beginning, having State Plane Coordinates of N.355570.8425, E.909792.1776; thence continue along said East margin N00°34'28"W 20.00 feet; thence S89°11'03"W 10.00 feet; thence S00°34'28"E 20.00 feet to a point having State Plane Coordinates of N.355570.7001, E.909782.1763; thence N89°11'03"E 10.00 feet to the Point of Beginning.

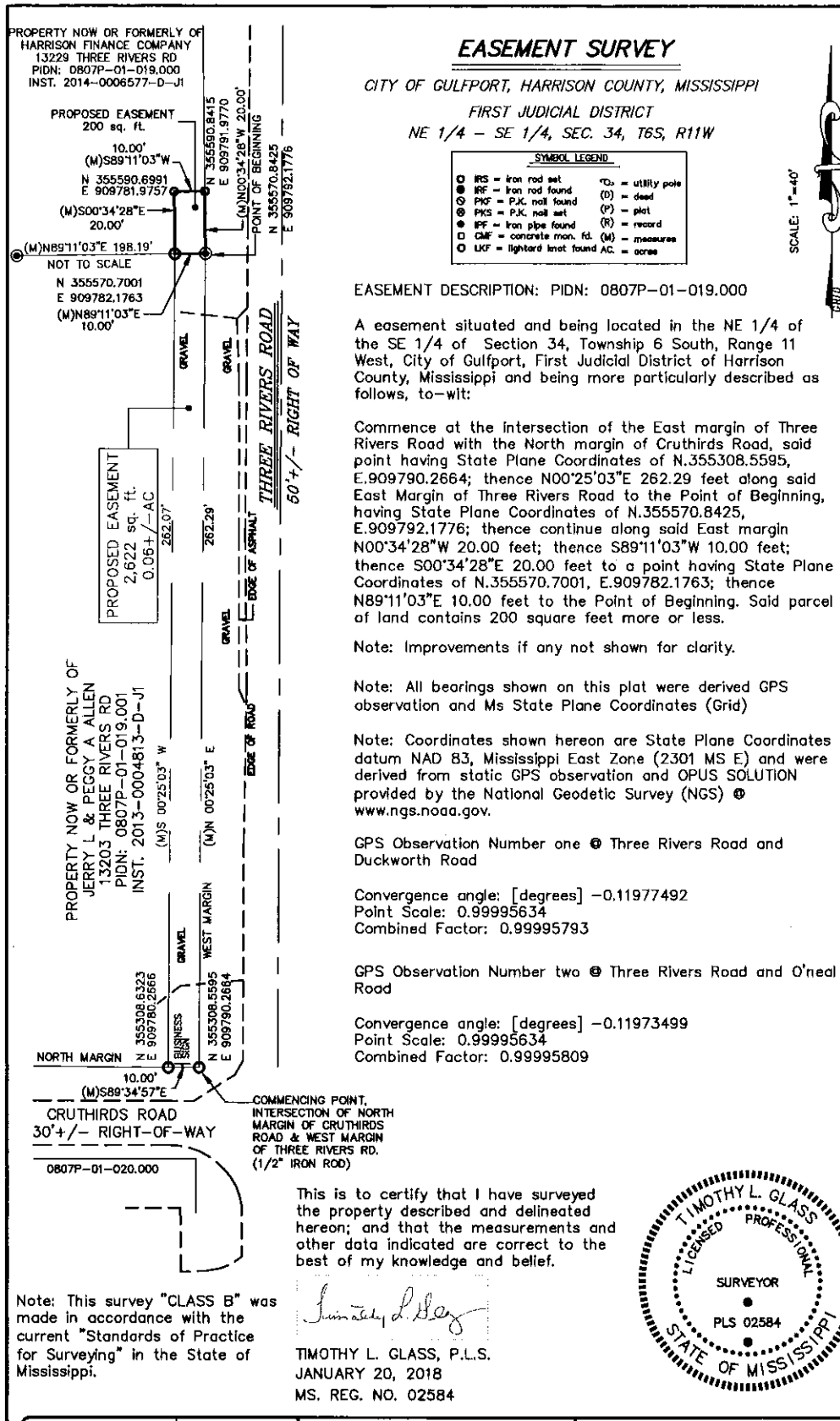
Said parcel of land contains 200 square feet more or less.

EASEMENT SURVEY

CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI

FIRST JUDICIAL DISTRICT

NE 1/4 – SE 1/4, SEC. 34, T6S, R11W



SYMBOL LEGEND

IRS = iron rod set	"D" = utility pole
IRF = iron rod found	(D) = deed
PKF = P.K. nail found	(P) = plat
PKS = P.K. nail set	(R) = record
IPF = iron pipe found	(M) = measured
CMF = concrete mon. fd.	AC. = acres
LKF = lightard knot found	

SCALE: 1"=40'

GRID

EASEMENT DESCRIPTION: PIDN: 0807P-01-019.000

A easement situated and being located in the NE 1/4 of the SE 1/4 of Section 34, Township 6 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

Commence at the intersection of the East margin of Three Rivers Road with the North margin of Cruthirds Road, said point having State Plane Coordinates of N.355308.5595, E.909790.2664; thence N00°25'03"E 262.29 feet along said East Margin of Three Rivers Road to the Point of Beginning, having State Plane Coordinates of N.355570.8425, E.909792.1776; thence continue along said East margin N00°34'28"W 20.00 feet; thence S89°11'03"W 10.00 feet; thence S00°34'28"E 20.00 feet to a point having State Plane Coordinates of N.355570.7001, E.909782.1763; thence N89°11'03"E 10.00 feet to the Point of Beginning. Said parcel of land contains 200 square feet more or less.

Note: Improvements if any not shown for clarity.

Note: All bearings shown on this plat were derived GPS observation and Ms State Plane Coordinates (Grid)

Note: Coordinates shown hereon are State Plane Coordinates datum NAD 83, Mississippi East Zone (2301 MS E) and were derived from static GPS observation and OPUS SOLUTION provided by the National Geodetic Survey (NGS) @ www.ngs.noaa.gov.

GPS Observation Number one @ Three Rivers Road and Duckworth Road

Convergence angle: [degrees] -0.11977492
Point Scale: 0.99995634
Combined Factor: 0.99995793

GPS Observation Number two @ Three Rivers Road and O'neal Road

Convergence angle: [degrees] -0.11973499
Point Scale: 0.99995634
Combined Factor: 0.99995809

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.

TIMOTHY L. GLASS, P.L.S.
JANUARY 20, 2018
MS. REG. NO. 02584

TIMOTHY L. GLASS LICENSED PROFESSIONAL SURVEYOR PLS 02584 STATE OF MISSISSIPPI

Note: This survey "CLASS B" was made in accordance with the current "Standards of Practice for Surveying" in the State of Mississippi.

EXHIBIT B

TYPE SURVEY: EASEMENT	JOB NO.: 0807P-01-019.000.DWG	SURVEY BY: Glass Land Surveying, Inc. 10453 Pin Oak Drive Biloxi, Mississippi 39532 Ph/Fax (228) 392-9004 e-mail: glasurv@aol.com	SURVEY FOR: NEEL-SCHAFFER, INC. # 722 HOWARD AVENUE BILOXI, MISSISSIPPI 39533 PHONE: 228-374-1211, FAX: 374-1216
DATE OF SURVEY: 01/20/2018	REVISED:		
CHECKED BY: TLG	SCALE: 1" = 40'		
CREW CHIEF: TLG	SHEET NO: 1 OF 1		

SCANNED

1st Judicial District
Instrument 2019 26009 G -J1
Filed/Recorded 4/10/2019 11:15 A
Total Fees $ 12.00
REL OF LIS PENDENS

REVIEWED

STATE OF MISSISSIPPI

COUNTY OF HARRISON

TO THE CHANCERY CLERK OF HARRISON COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT, AT GULFPORT:

CANCELLATION OF NOTICE OF LIS PENDENS

The City of Gulfport, Mississippi, by its undersigned attorney, does hereby file and respectfully requests the Chancery Clerk of Harrison County, Mississippi to enter the Plaintiff's **CANCELLATION OF NOTICE OF LIS PENDENS** filed by Plaintiff, City of Gulfport, Mississippi against the following Defendants: Ashley Marie Gramma and Tierre Gramma, Sr., in Cause No. D2401-19-434 in the County Court [Special Court of Eminent Domain], First Judicial District of Harrison County, Mississippi.

This instrument is filed for the purpose of Canceling the Notice of Lis Pendens filed at 1:15 P. M. on the 13th day of March, 2019, in the Records of Lis Pendens, Instrument No. 2019 25980 G-J1, in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, at Gulfport. This filing will acknowledge dismissal of said cause No. D2401-19-434.

This Notice of Cancellation dated the 10th day of April, 2019.

CITY OF GULFPORT, MISSISSIPPI

BY: _____
Margaret Murdock, Assistant City Attorney

Prepared by and return to:
Margaret E. Murdock, Esq.
City Attorney
P. O. Box 1780
Gulfport, MS 39502
(228) 868-5811

Indexing Instructions:
NE ¼ of the SE ¼ of Section 34, Township 6 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi

SCANNED

1st Judicial District
Instrument 2019 871 D -J1
Filed/Recorded 2/14/2019 11:51 A
Total Fees $ 14.00
4 Pages Recorded

REVIEWED

This Instrument prepared by and to be returned to:
Margaret Murdock, Esq. (MSB #9824)
City of Gulfport
Post Office Box 1780
Gulfport, Mississippi 39502-1780
(228) 868-5811

RIGHT OF WAY WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS ($10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, **Grantor,**

RICHARD DANIEL HARRINGTON
12515 Three Rivers Road
Gulfport, Mississippi 39503
Telephone (228) 669-1513

does hereby sell, convey and warrant unto **Grantee**, for Right of Way purposes,

CITY OF GULFPORT, MISSISSIPPI
A Mississippi Municipal Corporation
Post Office Box 1780
Gulfport, Mississippi 39502-1780
Telephone (228) 868-5811

the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, to-wit:

See Exhibit "A" and Exhibit "B" attached.

INDEXING INSTRUCTIONS: **Block 2, National Tung Grove Subdivision, No.2,** City of Gulfport, First Judicial District, Harrison County, Mississippi

This conveyance is less and except any and all recorded oil, gas or other mineral rights granted, reserved or excepted by former owners, and is subject to any and all recorded restrictions or covenants and any and all presently existing or recorded easements or rights-of-way affecting said property.

Grantor shall be responsible for ad valorem taxes for the current year and prior years, and Grantee shall assume tax responsibility of the identified portion of the property as a tax exempt municipal government owner for all future years.

WITNESS MY SIGNATURE on this the 6th day of FEBRUARY, 2019.

Richard Daniel Harrington
RICHARD DANIEL HARRINGTON

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 FEBRUARY, 2019, N/A ~~on behalf of~~ RICHARD DANIEL HARRINGTON, 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

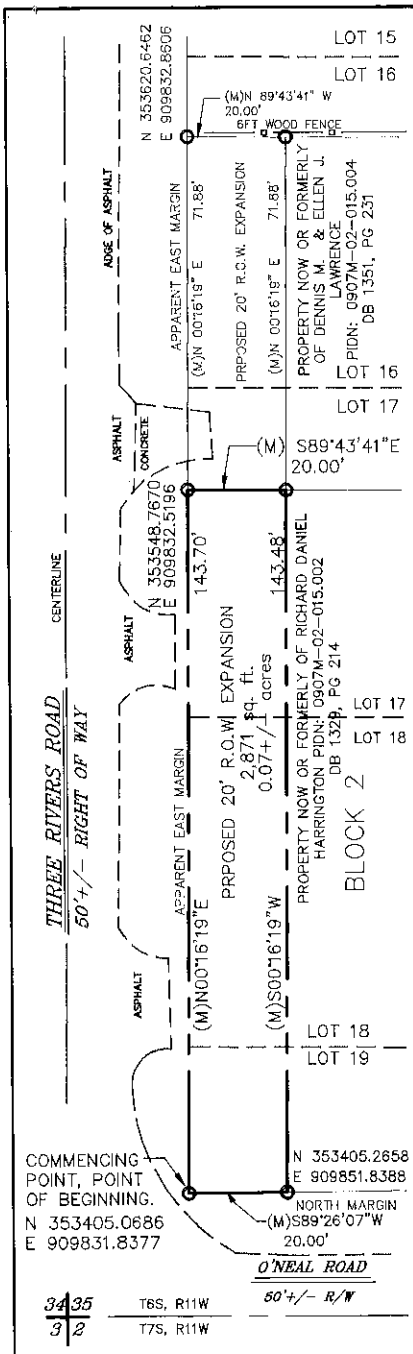
Exhibit "A"

A parcel of land situated and being located in part of Lot 17, 18, and 19, Block 2, National Tung Grove Subdivision, No.2 (Plat Book 15, Page 4) and also in the SW 1/4 of the SW 1/4 of Section 35, Township 6 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

For the Point of Beginning, commencing at the intersection of the East margin of Three Rivers Road with the North margin of O'Neal Road, said point having State Plane Coordinates of N.353405.0686, E.909831.8377; thence N00°16'19"E 143.70 feet along said East Margin of Three Rivers Road to a point having State Plane Coordinates of N.353548.7670, E.909832.5196; thence S89°43'41"E 15.00 feet; thence S00°16'19"W 143.48 feet to the North margin of O'Neal Road; thence S89°26'07"W 15.00 feet along the North margin of O'Neal Road to the Point of Beginning. Said parcel of land contains 2154 square feet or 0.05 acres more or less.

R.O.W. ACQUISITION SURVEY

CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI
FIRST JUDICIAL DISTRICT
SW 1/4 – SW 1/4, SEC. 35, T6S, R11W
PIDN: 0907M-02-015.002



SYMBOL LEGEND

IRS = iron rod set	"Ø" = utility pole
IRF = iron rod found	(D) = deed
PKF = P.K. nail found	(P) = plat
PKS = P.K. nail set	(R) = record
IPF = iron pipe found	(M) = measured
CMF = concrete mon. fd.	AC. = acres
LKF = lightard knot found	

SCALE: 1"=30'

R.O.W. ACQUISITION DESCRIPTION: PIDN: 0907M-02-015.002

A a parcel of land situated and being located in part of Lot 17, 18, and 19, Block 2, National Tung Grove Subdivision, No.2 (Plat Book 15, Page 4) and also in the SW 1/4 of the SW 1/4 of Section 35, Township 6 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

For the Point of Beginning, commence at the intersection of the East margin of Three Rivers Road with the North margin of O'Neal Road, said point having State Plane Coordinates of N.353,405.0686, E.909,831.8377; thence N00°16'19"E 143.70 feet along said East Margin of Three Rivers Road to a point having State Plane Coordinates of N.353,548.7670, E.909,832.5196; thence S89°43'41"E 20.00 feet; thence S00°16'19"W 143.48 feet to the North margin of O'Neal Road; thence S89°26'07"W 20.00 feet along the North margin of O'Neal Road to the Point of Beginning. Said parcel of land contains 2871 square feet or 0.07 acres more or less.

Note: Improvements if any not shown for clarity.

Note: All bearings shown on this plat were derived GPS observation and Ms State Plane Coordinates (Grid)

Note: Coordinates shown hereon are State Plane Coordinates datum NAD 83, Mississippi East Zone (2301 MS E) and were derived from static GPS observation and OPUS SOLUTION provided by the National Geodetic Survey (NGS) @ www.ngs.noaa.gov.

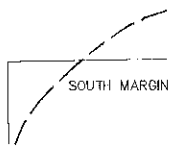
GPS Observation Number one @ Three Rivers Road and Duckworth Road

Convergence angle: [degrees] -0.11977492
Point Scale: 0.99995634
Combined Factor: 0.99995793

GPS Observation Number two @ Three Rivers Road and O'neal Road

Convergence angle: [degrees] -0.11973499
Point Scale: 0.99995634
Combined Factor: 0.99995809

Note: This survey "CLASS B" was made in accordance with the current "Standards of Practice for Surveying" in the State of Mississippi.



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.

TIMOTHY L. GLASS, P.L.S.
JUNE 22, 2018
MS. REG. NO. 02584

TIMOTHY L. GLASS LICENSED PROFESSIONAL SURVEYOR PLS 02584 STATE OF MISSISSIPPI

EXHIBIT B

TYPE SURVEY: R.O.W. ACQUISITION	JOB NO.: 0908D-02-015.002.DWG
DATE OF SURVEY: 06/22/2018	REVISED:
CHECKED BY: TLG	SCALE: 1" = 30'
CREW CHIEF: TLG	SHEET NO: 1 OF 1

SURVEY BY:
Glass Land Surveying, Inc.
10453 Pin Oak Drive
Biloxi, Mississippi 39532
Ph/Fax (228) 392-9004
e-mail: glasurv@aol.com

SURVEY FOR:
NEEL-SCHAFFER, INC.
722 HOWARD AVENUE
BILOXI, MISSISSIPPI 39533
PHONE: 228-374-1211, FAX: 374-1216

SCANNED

CHANCERY CLERK OF HARRISON COUNTY, MISSISSIPPI
1st Judicial District
Instrument 2019 263 D – J1
Filed/Recorded 1/14/2019 03:06 P
Total Fees $ 13.00
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

RIGHT OF WAY DEED

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,**

DENNIS M. LAWRENCE
ELLEN J. LAWRENCE (DECEASED)
13022 Three Rivers Road
Gulfport, MS 39503
Telephone (228) 239-7845

does hereby grant, convey, assign, and transfer unto **Grantee**, for Right of Way purposes,

CITY OF GULFPORT, MISSISSIPPI
A Mississippi Municipal Corporation
2309 15th Street
Gulfport, Mississippi 39501
Telephone (228) 868-5811

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 right of way. 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: **Block 2, National Tung Grove Subdivision, No. 2,** City of Gulfport, First Judicial District of Harrison County, Mississippi

WITNESS OUR SIGNATURES on this the 11 day of January, 2019.

Dennis Lawrence

DENNIS M. LAWRENCE

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 11th day of JANUARY, 2019, DENNIS M. LAWRENCE, who acknowledged to me that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed.

Ruth E. Rock

NOTARY PUBLIC

My Commission Expires:

3/9/2021

(SEAL)

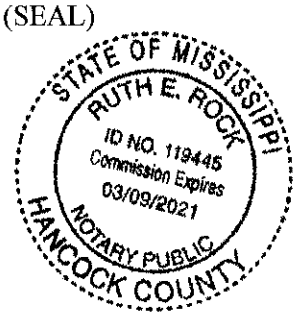


Exhibit "A"

A parcel of land situated and being located in a portion of Lots 16 and 17, Block 2, National Tung Grove Subdivision, No.2 (Plat Book 15, Page 4) and also in the SW 1/4 of the SW 1/4 of Section 35, Township 6 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

Commencing at the intersection of the East margin of Three Rivers Road with the North margin of O'Neal Road, said point having State Plane Coordinates of N.353405.0686, E.909831.8377; thence N00°16'19"E 143.70 feet along said East Margin of Three Rivers Road to the Point of Beginning, having State Plane Coordinates of N.353548.7670, E.909832.5196; thence continue along said East margin N00°16'19"E 71.88 feet to a point having State Plane Coordinates of N.353620.6462, E.909832.8606; thence S89°43'41"E 20.00 feet; thence S00°16'19"W 71.88; thence N89°43'41"W 20.00 feet to the Point of Beginning. Said parcel of land contains 1438 square feet or 0.03 acres more or less.

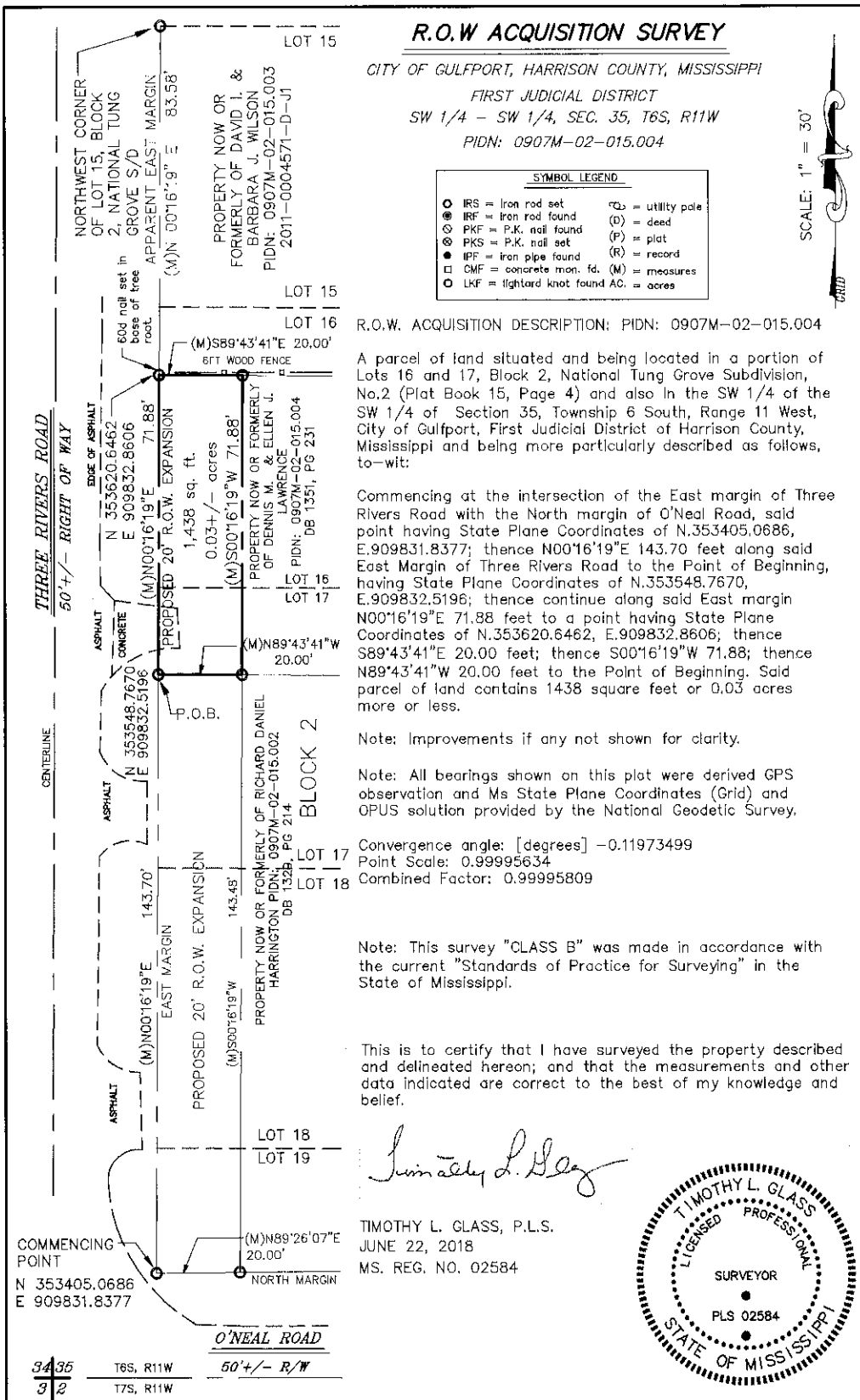
R.O.W ACQUISITION SURVEY

CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI

FIRST JUDICIAL DISTRICT

SW 1/4 – SW 1/4, SEC. 35, T6S, R11W

PIDN: 0907M-02-015.004



SYMBOL LEGEND

IRS = iron rod set	= utility pole
IRF = iron rod found	(D) = deed
PKF = P.K. nail found	(P) = plat
PKS = P.K. nail set	(R) = record
IPF = iron pipe found	(M) = measures
CMF = concrete mon. fd.	AC. = acres
LKF = lightard knot found	

SCALE: 1" = 30'

R.O.W. ACQUISITION DESCRIPTION: PIDN: 0907M-02-015.004

A parcel of land situated and being located in a portion of Lots 16 and 17, Block 2, National Tung Grove Subdivision, No.2 (Plat Book 15, Page 4) and also in the SW 1/4 of the SW 1/4 of Section 35, Township 6 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

Commencing at the intersection of the East margin of Three Rivers Road with the North margin of O'Neal Road, said point having State Plane Coordinates of N.353405.0686, E.909831.8377; thence N00°16'19"E 143.70 feet along said East Margin of Three Rivers Road to the Point of Beginning, having State Plane Coordinates of N.353548.7670, E.909832.5196; thence continue along said East margin N00°16'19"E 71.88 feet to a point having State Plane Coordinates of N.353620.6462, E.909832.8606; thence S89°43'41"E 20.00 feet; thence S00°16'19"W 71.88; thence N89°43'41"W 20.00 feet to the Point of Beginning. Said parcel of land contains 1438 square feet or 0.03 acres more or less.

Note: Improvements if any not shown for clarity.

Note: All bearings shown on this plat were derived GPS observation and Ms State Plane Coordinates (Grid) and OPUS solution provided by the National Geodetic Survey.

Convergence angle: [degrees] -0.11973499
Point Scale: 0.99995634
Combined Factor: 0.99995809

Note: This survey "CLASS B" was made in accordance with the current "Standards of Practice for Surveying" in the State of Mississippi.

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.

TIMOTHY L. GLASS, P.L.S.
JUNE 22, 2018
MS. REG. NO. 02584

TIMOTHY L. GLASS LICENSED PROFESSIONAL SURVEYOR PLS 02584 STATE OF MISSISSIPPI

TYPE SURVEY: ROW ACQUISITION	JOB NO.: 09080-02-015.004.DWG
DATE OF SURVEY: 06/22/2018	REVISED:
CHECKED BY: TLG	SCALE: 1" = 30'
CREW CHIEF: TLG	SHEET NO: 1 OF 1

SURVEY BY:
Glass Land Surveying, Inc.
10453 Pin Oak Drive
Biloxi, Mississippi 39532
Ph/Fax (228) 392-9004
e-mail: glasurv@aol.com

SURVEY FOR:
NEEL-SCHAFFER, INC.
722 HOWARD AVENUE
BILOXI, MISSISSIPPI 39533
PHONE: 228-374-1211, FAX: 374-12

EXHIBIT B

SCANNED

1st Judicial District
Instrument 2019 9773 D – J1
Filed/Recorded 11/14/2019 03:27 P
Total Fees $ 12.00
4 Pages Recorded

This Instrument prepared by and to be returned to:
Margaret Murdock, MSB No. 9824
City of Gulfport
Post Office Box 1780
Gulfport, Mississippi 39502-1780
(228) 868-5811

REVIEWED

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR and NO/100 ($1.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, **Grantor,**

ASHTON APARTMENT PARTNERS, LLC, a Delaware limited liability company, d/b/a in Mississippi as Ashton Apartment DE, LLC
1610 16th Street South
Nashville, Tennessee 37212
Telephone: (615) 292-5351

do hereby sell, convey and warrant unto **Grantee,** for Right of Way purposes,

CITY OF GULFPORT, MISSISSIPPI
A Mississippi Municipal Corporation
Post Office Box 1780
Gulfport, Mississippi 39502-1780
Telephone (228) 868-5811

the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, to-wit:

See Exhibits "A" and "B" attached.

INDEXING INSTRUCTIONS: NW ¼ of the NE ¼ of Section 2,
Township 7 South, Range 11 West
City of Gulfport, First Judicial District
Harrison County, Mississippi

This conveyance is less and except any and all recorded oil, gas or other mineral rights granted, reserved or excepted by former owners, and is subject to any and all recorded restrictions or covenants and any and all presently existing or recorded easements or rights-of-way affecting said property.

Grantor shall be responsible for ad valorem taxes for the current year and prior years, and Grantee shall assume tax responsibility of the identified portion of the property as a tax exempt municipal government owner for all future years.

WITNESS MY SIGNATURE on this the 25th day of September, 2019.

GREGORY L. POWELL, MANAGING PARTNER

STATE OF Tennessee
COUNTY OF Maury, acting in Davidson

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 25th day of September, 2019, GREGORY L. POWELL, who acknowledged to me that he is the Managing Partner of ASHTON APARTMENT PARTNERS, LLC, a Delaware limited liability company, d/b/a in Mississippi as Ashton Apartment DE, 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:

Dec. 28, 2019

FRANK E. EVANS STATE OF TENNESSEE NOTARY PUBLIC MAURY COUNTY, TENN.

(SEAL)

EXHIBIT "A"

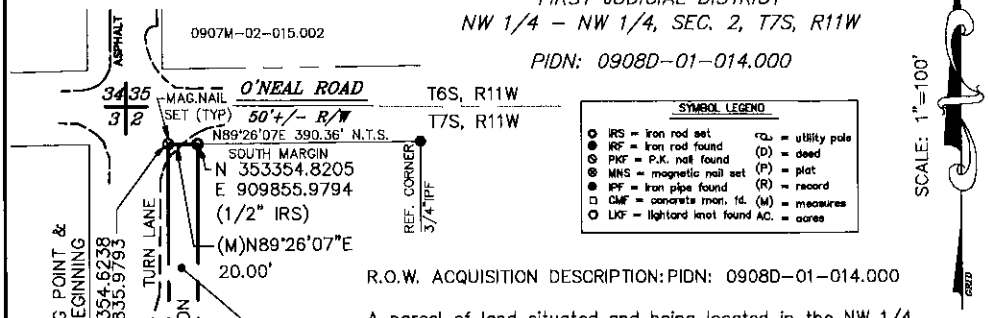
A parcel of land situated and being located in the NW ¼ of the NW ¼ of Section 2, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

For the Point of Beginning, commence at the intersection of the East margin of Three Rivers Road with the South margin of O'Neal Road, said point having State Plane Coordinates of N.353,354.6238, E.909,835.9793; thence N89°26'07"E 20.00 feet along the South Margin of O'Neal Road; thence S00°00'56"W 350.00 feet; thence S89°26'07"W 20.00 feet to the East margin of Three Rivers Road said point having State Plane Coordinates of N.353,004.6234, E.909,835.8838; thence N00°00'56"E 350.00 feet along said East margin of Three Rivers Road to the Point of Beginning. Said parcel of land contains 6998 square feet or 0.16 acres more or less.

R.O.W. ACQUISITION SURVEY

CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI
FIRST JUDICIAL DISTRICT
NW 1/4 – NW 1/4, SEC. 2, T7S, R11W

PIDN: 0908D-01-014.000



SYMBOL LEGEND

IRS = iron rod set		UP = utility pole	
IRF = iron rod found		(D) = deed	
PKF = P.K. nail found		(P) = plat	
MNS = magnetic nail set		(R) = record	
IPF = iron pipe found		(M) = measures	
CMF = concrete mon. fd.		AC. = acres	
LKF = lightard knot found			

SCALE: 1"=100'

R.O.W. ACQUISITION DESCRIPTION: PIDN: 0908D-01-014.000

A parcel of land situated and being located in the NW 1/4 of the NW 1/4 of Section 2, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

For the Point of Beginning, commence at the intersection of the East margin of Three Rivers Road with the South margin of O'Neal Road said point having State Plane Coordinates of N.353,354.6238, E.909,835.9793; thence N89°26'07"E 20.00 feet along the South margin of O'Neal Road; thence S00°00'56"W 350.00 feet; thence S89°26'07"W 20.00 feet to the East margin of Three Rivers Road said point having State Plane Coordinates of N.353,004.6234, E.909,835.8838; thence N00°00'56"E 350.00 feet along said East margin of Three Rivers Road to the Point of Beginning. Said parcel of land contains 6998 square feet or 0.16 acres more or less.

Note: All bearings shown on this plat were derived GPS observation and Ms State Plane Coordinates (Grid)

Note: Coordinates shown hereon are State Plane Coordinates datum NAD 83, Mississippi East Zone (2301 MS E) and were derived from static GPS observation and OPUS SOLUTION provided by the National Geodetic Survey (NGS) @ www.ngs.noaa.gov.

GPS Observation Number one @ Three Rivers Road and Duckworth Road

Convergence angle: [degrees] -0.11977492
Point Scale: 0.99995634
Combined Factor: 0.99995793

GPS Observation Number two @ Three Rivers Road and O'neal Road

Convergence angle: [degrees] -0.11973499
Point Scale: 0.99995634
Combined Factor: 0.99995809

Note: This survey "CLASS B" was made in accordance with the current "Standards of Practice for Surveying" in the State of Mississippi.

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.

TIMOTHY L. GLASS, P.L.S.
JUNE 22, 2018
MS. REG. NO. 02584

TIMOTHY L. GLASS LICENSED PROFESSIONAL SURVEYOR PLS 02584 STATE OF MISSISSIPPI

TYPE SURVEY: R.O.W. ACQUISITION	JOB NO.: 0908D-01-014.000.DWG
DATE OF SURVEY: 06/22/2018	REVISED:
CHECKED BY: TLG	SCALE: 1" = 100'
CREW CHIEF: TLG	SHEET NO: 1 OF 1

SURVEY BY:
Glass Land Surveying, Inc.
10453 Pin Oak Drive
Biloxi, Mississippi 39532
Ph/Fax (228) 392-9004
e-mail: glasurv@aol.com

SURVEY FOR:
NEEL-SCHAFFER, INC.
722 HOWARD AVENUE
BILOXI, MISSISSIPPI 39533
PHONE: 228-374-1211, FAX: 374-1216

EXHIBIT
B