City of Gulfport, Mississippi

Agenda

City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, May 19, 2020 | **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 March 3, 2020.

2 Approval of Minutes - for March 17, 2020.

3 Approval of Minutes - for April 7, 2020.

4 Approval of Minutes - for April 21, 2020.

5 Approval of Minutes - for May 5, 2020.

Resolutions

6 Resolution - appointing Lyman Seymour as an additional Deputy City Clerk for the City of Gulfport, and for related purposes.

7 Resolution - approving Agreement with PPM Consultants, Inc., authorizing the Mayor to execute the same, and for related purposes.

8 Resolution – approving Certificate of Partial Substantial Completion of Downtown Streetscape Improvements Project Phase III, authorizing the Mayor to execute the same, and for related purposes.

9 Resolution - approving Full and Final Settlement for Construction and Engineering on the Ship Island Ferry Boat Terminal Facility Improvements Project (Pavilion and Pier), authorizing the Mayor to execute the same, and for related purposes.

10 Resolution - approving Lease Agreement with John Deere Financial, authorizing the Mayor to execute the same, and for related purposes.

11 Resolution - authorizing negotiations to acquire right of way easements and related interests 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 "Landon Road Widening Project", authorizing special checks to acquire the property interests stated herein, and for related purposes.

12 Resolution - authorizing the City of Gulfport, through the Gulfport Police Department, to accept High Intensity Drug Trafficking Area Grant Award Number G-20-GC-0003A, and for related purposes.

13 Resolution - authorizing acceptance of Grant from the Southern Rail Commission, approving Subaward Agreement pertaining to the same, authorizing the Mayor to execute said Agreement(s), and for related purposes.

14 Resolution - reconfirming and extending the status of a State of Emergency due to the spread of COVID-19 and potentials associated impacts which threaten to affect areas within the City, and for related purposes.

Budget Amendments / Docket of Claims

15 Budget Amendment #61 - to transfer to fund CIPP Lining of Storm Drain at Roxbury Estates.

16 Budget Amendment #62 - to increase Capital (286) from restitution.

17 Docket of Claims - to be approved through May 20, 2020.

Routine Agenda

18 Associated Adjusters Check Registers - for workers' comp and general liability claims paid during April, 2020 - to be made a part of the minutes.

19 Bi-Weekly Payroll Report - for the month of April, 2020 - to be made a part of the minutes.

20 Privilege License Report - for the month of April, 2020 - to be made a part of the minutes.

21 Letter - regarding bid awarded by Purchasing to Gibson Maintenance for Cart Path Overlay Phase 1 - Leisure Services - to be made a part of the minutes.

22 Ratification - of Easements for Our Road Sewer Improvements Project - to be made a part of the minutes.

23 Ratification - of Mayor's Executive Order No. 7 (May 5, 2020) - to be made a part of the minutes.

24 Ratification - of Mayor's Executive Order No. 8 (May 8, 2020) - to be made a part of the minutes.

25 Ratification - of Oaths of Office - to be made a part of the minutes.

26 Request - to purchase repairs for Aerial Ladder Truck for the Fire Department from Sunbelt Fire.

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

- **Ritchie Moffett**

Executive Session

Setting of Next Meeting and Adjournment

City of Gulfport, Mississippi

Minutes

City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, March 3, 2020	**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 Special Call Meeting on February 21, 2020 at 4:00 P.M.

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

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

Agenda Order

Motion to Accept the Agenda, with the following adjustments; add item 17 - A - Resolution - authorizing an expenditure (in the form of a fee waiver) for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with the filing of "The Card Counter", and for related purposes. and add item 32 - A - Request - to purchase 35 Passenger Train from Zhengzhou Jinshan Amusement Equipment Machinery Co., Ltd - Gulfport Harbor Lights Winter Festival., Moved By Myles Sharp, **Seconded by** Kenneth Casey

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

Presentation Agenda

- **Mayor's Report**

Policy Issues

Minutes

1 Approval of Minutes - for January 7, 2020.

Motion to Approve Minutes for January 7, 2020, 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
Absent: Cara Pucheu

Attachment(s):
January 7, 2020 Minutes

2 Approval of Minutes - for January 21, 2020.

Motion to Approve Minutes for January 21, 2020, 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
Absent: Cara Pucheu

Attachment(s):
January 21, 2020 Minutes

3 Approval of Minutes - for February 4, 2020.

Motion to Approve Minutes for February 4, 2020, 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
Absent: Cara Pucheu

Attachment(s):
February 4, 2020 Minutes

4 Approval of Minutes - for February 18, 2020.

Motion to Approve Minutes for February 18, 2020, 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
Absent: Cara Pucheu

Attachment(s):
February 18, 2020 Minutes

5 Approval of Minutes - for February 21, 2020 SCM.

Motion to Approve Minutes for February 21, 2020 SCM, 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
Absent: Cara Pucheu

Attachment(s):
February 21, 2020 SCM Minutes

Code Enforcement / Planning

6 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, 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
Absent: Cara Pucheu

There being no one present to object or address the Council, Motion to Close the Hearing and Approve Resolution, 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
Absent: Cara Pucheu

Attachment(s):
CC Postings
Resolution - Authorizing Advertisement for Bids - Signed

Resolutions

7 Resolution - approve and authorize execution of an Interlocal Agreement Relating to Assessment and Collection of City of Gulfport Municipal and School District Ad Valorem Taxes, 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
Absent: Cara Pucheu

Attachment(s):
Resolution - Tax Interlocal Agreement with County - Signed

8 Resolution - approving and authorizing execution of an Interlocal Governmental Cooperation Agreement between Harrison County and the City of Gulfport to enable the two governing authorities to work together and share resources to provide Street and Drainage Improvements, Law Enforcement, Fire Protection, and Parks and Recreation Improvement Services and improve and maintain Infrastructure and Park and Recreational opportunities in Gulfport, Harrison County, Mississippi, and for related purposes.

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

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

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

9 Resolution - formally accepting assistance of the Harrison County Board of Supervisors with respect to Paving Improvements on various streets in the City of Gulfport, Mississippi, seeking approval for said assistance (Paving Improvements) by the Board of Supervisors, 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
Absent: Cara Pucheu

Attachment(s):
Resolution - HCBOS - Paving - Signed

10 Resolution - authorizing negotiations to acquire right of way easements and related interests 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 "Landon Road Widening Project", authorizing special checks to acquire the property interests stated herein, and for related purposes.

Motion to Approve, Moved By R.Lee Flowers, **Seconded by** Rusty Walker

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

Attachment(s):
Resolution - Landon Road Widening Project ED - Signed

11 Resolution - approving Lease Agreement with the Mississippi Department of Public Safety, authorizing the Mayor to execute and deliver the same, and for related purposes.

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

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

Attachment(s):
Lease Agreement - Mississippi Department of Public Safety - Signed

12 Resolution - approving License Agreement with Uniti Fiber, and for related purposes.

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

Motion to Table, 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
Absent: Cara Pucheu

*** The following actions were taken after Closed Session ***

Motion to Take off the Table, Moved By Myles Sharp, **Seconded by** Kenneth Casey

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

At the Request of Uniti Fiber's Counsel, Motion to Postpone until the next regularly scheduled meeting on March 17, 2020, Moved By Myles Sharp, **Seconded by** Kenneth Casey

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

13 Resolution - approving Water Tank Maintenance Agreements with American Tank Maintenance, authorizing the Mayor to execute said Agreements, 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
Absent: Cara Pucheu

Attachment(s):
Resolution - Agreements - American Tank Maintenance - Signed

14 Resolution - awarding Bid and approving Contract for the City of Gulfport Trenchless Pipe Inspection, Cleaning & Repair Unit Price Project, authorizing the Mayor to execute the same, and for related purposes.

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

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

Attachment(s):
Resolution - Trenchless Pipe Inspection, Cleaning & Repair Unit Price Project - Signed

15 Resolution - approving Summary Change Order No. 1 to Contract with SCI, Inc., for the Three Rivers and Mays Road Sewer Improvements Project, authorizing the Mayor to execute the same, 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
Absent: Cara Pucheu

Attachment(s):
Resolution - Change Order No. 1 SCI Three Rivers Mays Sewer Improvements Project - Signed

16 Resolution - authorizing the City of Gulfport to apply for FY 2020 COPS Hiring Program Grant, and for related purposes.

Motion to Approve, 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
Absent: Cara Pucheu

Attachment(s):
Resolution - 2020 COPS Hiring Program Grant App - Signed

17 Resolution - approving the temporary closure of municipal right of way for the 5th Annual Chandy Fest & Bed Race, citing Ordinance 2988 No Parking Restrictions, for Friday, March 27 through Saturday, March 28, 2020, and for related purposes.

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

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

Attachment(s):
Resolution - Road and Parking Closure - Chandy Fest - Signed

17 –A Resolution - authorizing an expenditure (in the form of a fee waiver) for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with the filming of "The Card Counter", and for related purposes.

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

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

Attachment(s):
Resolution - The Card Counter (Fee Waiver) Expenditure - Signed

Budget Amendments / Docket of Claims

18 Budget Amendment #39 - to increase line item 286-630100 (CNET) capital from restitution from drug cases.

Motion to Approve Budget Amendment #39, Moved By R.Lee Flowers, **Seconded by** Ron Roland

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

Attachment(s):
February 3rd (restitution)
Budget Amendments - FYE 2020 - 39

19 Budget Amendment #40 - to increase line item 276-630100 (Federal) capital from drug forfeiture.

Motion to Approve Budget Amendment #40, Moved By R.Lee Flowers, **Seconded by** Ron Roland

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

Attachment(s):
January 27th (capital)
Budget Amendments - FYE 2020 - 40

20 Budget Amendment #41 - to increase line item 213-612800 (guns/ammo) as a result of funds received from PropertyRoom.com.

Motion to Approve Budget Amendment #41, Moved By R.Lee Flowers, **Seconded by** Ron Roland

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

Attachment(s):
January 27th (property room)
Budget Amendments - FYE 2020 - 41

21 Budget Amendment #42 - to increase line item 277-630200 from drug forfeiture and restitution on drug cases.

Motion to Approve Budget Amendment #42, Moved By R.Lee Flowers, **Seconded by** Ron Roland

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

Attachment(s):
February 19th (restitution-forfeiture)
Budget Amendments - FYE 2020 - 42

22 Budget Amendment #43 - to allocate for MS Office of Homeland Security Grant A19HS202T.

Motion to Approve Budget Amendment #43, Moved By R.Lee Flowers, **Seconded by** Ron Roland

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

Attachment(s):
Grant MOHS A19HS202T of Funds
Budget Amendments - FYE 2020 - 43

23 Budget Amendment #44 - to allocate MS Office of Homeland Security Grant 19HS202T.

Motion to Approve Budget Amendment #44, Moved By R.Lee Flowers, **Seconded by** Ron Roland

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

Attachment(s):
Grant MOHS 19HS202T of Funds
Budget Amendments - FYE 2020 - 44

24 Budget Amendment #45 - to allocate SMPDD Sub-Award #19-3539-32-569.

Motion to Approve Budget Amendment #45, Moved By R.Lee Flowers, **Seconded by** Ron Roland

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

Attachment(s):
Grant SMPDD Reallocation of Funds
Budget Amendments - FYE 2020 - 45

25 Budget Amendment #46 - to set up the BUILD - Interconnecting Gulfport Project.

Motion to Approve Budget Amendment #46, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

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

Attachment(s):
BAPW - MDOT accounts for BUILD - Interconnect Gulfport Project
Budget Amendments - FYE 2020 - 46

26 Docket of Claims - to be approved through March 4, 2020.

Motion to Approve Docket of Claims, in the amount of $3,331,326.70, 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
Absent: Cara Pucheu

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

Routine Agenda

Motion to Approve Routine Agenda, as adjusted, 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
Absent: Cara Pucheu

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

Attachment(s):
Resolution - awarding/rejecting bids - Signed

28 Associated Adjusters Check Registers - for workers' comp and general liability claims paid during January, 2020 - to be made a part of the minutes.

Attachment(s):
Memorandum - Associated Adjusters
Associated Adjusters Check Registers - January 2020

29 Bi-Weekly Payroll Report - for the month of January, 2020 - to be made a part of the minutes.

Attachment(s):
Memorandum - Payroll Journals
Bi-Weekly Payroll Report - January 2020

30 Letter - regarding bid awarded by Purchasing to Cubic Its Inc. for Vehicle Detection System - Public Works Department - to be made a part of the minutes.

Attachment(s):
Cubic Its Inc. - Vehicle Detection System

31 Letter - regarding bid awarded by Purchasing to Engineered Cooling Services for installed chiller - Police Department - to be made a part of the minutes.

Attachment(s):
Engineered Cooling Services - Chiller

32 Ratification - Oaths of Office - to be made a part of the minutes.

Attachment(s):
Oaths of Office

32 – A Request - to purchase 35 Passenger Train from Zhengzhou Jinshan Amusement Equipment Machinery Co., Ltd - Gulfport Harbor Lights Winter Festival.

Attachment(s):
Zhengzhou Jinshan Amusement Equipment Machinery Co., Ltd - 35 Passenger Train

Public Agenda

Council Comments

Memorial Adjournment

Mr. Willie Lee Walton, Sr.

Mrs. Carolyn Hardsaw Lero

Mr. Alex Joseph North

Mr. Larry Bennett

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 2:18 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
Absent: Cara Pucheu

The Council entered Closed Session at 2:22 P.M. In attendance: Councilmembers: Kenneth Casey, Ron Roland (in at 2:23 P.M.), Ella Holmes-Hines (in at 2:23 P.M.), Rusty Walker, Myles Sharp, R.Lee Flowers (in at 2:25 P.M.), Mayor Billy Hewes, CAO Dr. John Kelly, General Counsel Hugh Keating, Director of Public Works Wayne Miller, Director of Engineering Kris Riemann, City Attorney Jeff Bruni, and Clerk of Council Brittany Rodgers.

Motion to Exit Closed Session at 2:25 P.M., 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
Absent: Cara Pucheu

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 2:29 P.M. for strategy discussion related to prospective litigation involving (1) Streetscapes III-A and III-B and (2) proposed Interlocal Agreement, 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
Absent: Cara Pucheu

The Council entered Executive Session at 2:29 P.M. In attendance: Councilmembers: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, and R.Lee Flowers, Mayor Billy Hewes, CAO Dr. John Kelly, General Counsel Hugh Keating, Director of Public Works Wayne Miller, Director of Engineering Kris Riemann, City Attorney Jeff Bruni, and Clerk of Council Brittany Rodgers.

Motion to Exit Executive Session at 3:21 P.M., 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
Absent: Cara Pucheu

No official action was taken during Executive Session.

Setting of Next Meeting and Adjournment

There being no further business to come before the Council at this time, Motion to Adjourn in memory of Mrs. Carolyn Hardsaw Lero, Mr. Alex Joseph North, Mr. Willie Lee Walton, Sr., and Mr. Larry Bennett, until March 17, 2020 at 1:30 P.M. for a Regular Council Meeting, 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
Absent: Cara Pucheu

_____
City Clerk

_____
Mayor

Agenda Adjustments

17 – A Resolution - authorizing an expenditure (in the form of a fee waiver) for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with the filming of "The Card Counter", and for related purposes.

32 – A Request - to purchase 35 Passenger Train from Zhengzhou Jinshan Amusement Equipment Machinery Co., Ltd - Gulfport Harbor Lights Winter Festival.

Comptroller/City Clerk

P.O. Box 1780

Gulfport, MS 39502

Phone: 228-868-5705

Email: gbellocq@gulfport-ms.gov

Memorandum – City of Gulfport

To: Mayor Billy Hewes and Gulfport City Council

From: Gerard Bellocq, Comptroller/City Clerk

Date: May 1, 2020

RE: Resolution – ratifying the appointment of Tony Alves as Deputy City Clerk

Please find this letter as my request to appoint Tony Alves as a Deputy City Clerk. This is necessary as Mr. Alves will be assisting with the City elections. I am confident that his appointment will better service the citizens 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 19th day of May, 2020, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL APPOINTING AN ADDITIONAL DEPUTY CITY CLERK

WHEREAS, Section 21-15-23 of the Mississippi Code of 1972, as amended, provides that one or more Deputy City Clerks may be appointed by the Governing Authority of the City of Gulfport, Mississippi; and

WHEREAS, Tony Alves is recognized by the Mayor and City Council a qualified and proper person to administer the duties of Deputy City Clerk.

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

SECTION 1. That the appointment of Tony Alves as an additional Deputy City Clerk be and the same is hereby confirmed and that said officer is hereby vested with authority to and shall have responsibility for performing all the powers and duties vested in the City Clerk under the laws of the State of Mississippi, including, but not limited to, the duties prescribed by Section 21-15-23 of the Mississippi Code of 1972, as Amended.

SECTION 2. That the additional responsibilities of Tony Alves as a Deputy City Clerk shall not result in a salary increase, but shall take effect immediately upon passage of this Resolution.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by Councilmember _____, seconded by Councilmember _____, 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 [Month], 2020.

(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 [Month], 2020.

APPROVED:

_____

Billy Hewes, Mayor

April 9, 2020

Mr. George Manemann
Harbor Master
Gulfport Municipal Marina
1133 20th Avenue
Gulfport, Mississippi 39501

RE: Proposal to Conduct Temporary Closure of Underground Storage Tank
Gulfport Municipal Marina
1133 20th Avenue
Gulfport, Mississippi 39501
PPM Proposal No. 20-20046

Dear Mr. Manemann:

Thank you for allowing PPM Consultants, Inc. the opportunity to provide you with this proposal for placing the No. 4 underground storage tank (UST) into temporary closure status.

1.0 SCOPE OF WORK

1. Advancement of two soil borings (B-1 and B-2) at the northwest and southeast ends of the No. 4 UST to an approximate depth of 15 feet below ground surface (BGS);
2. Collection of continuous soil samples from each boring for headspace screening and potential laboratory analysis;
3. Installation of 2-inch groundwater monitoring wells in soil borings B-1 and B-2 for the purpose of collecting groundwater samples;
4. Laboratory analysis of two soil samples (one per boring) and two groundwater samples (one per well) of benzene, toluene, ethylbenzene, total xylenes (BTEX), methyl tertiary butyl ether (MTBE) per Environmental Protection Agency (EPA) Method 8260B, and poly cyclic aromatic hydrocarbons (PAH) per EPA Method 8270C for each soil and groundwater sample;
5. Completion of all required documents per Mississippi Department of Environmental Quality (MDEQ) guidelines.

NOTE: The estimated costs associated with placing the No. 4 UST into temporary closure are based on collection and analysis of up to two soil samples and two groundwater samples. If site conditions warrant additional sampling, a change of scope will be required to complete the project.

2.0 COMPENSATION

PPM proposes to provide the scope of work in accordance with our standard Business Terms and Conditions, located in **Attachment A, Business Terms and Conditions**. This project is to be billed on a fixed fee basis for **$7,300.00**. A breakdown of costs is included in **Attachment B, Cost Estimate**. This fee is based on the scope of work described herein and will not be exceeded without prior approval from the client.

Thank you for allowing PPM the opportunity to provide you with this proposal. You may authorize PPM to proceed by signing the **Authorization to Proceed** (ATP) forms that are provided in **Attachment C** and forwarding the copies to our office.

Authorization by facsimile is acceptable at (251) 990-9025. If you have any questions or need additional information, please contact me at (251) 266-7915.

Sincerely,
PPM Consultants, Inc.

Rodney M. Kilgore, P.G.
Senior Geologist/Project Manager

RMK:IS:kdw

ATTACHMENTS

ATTACHMENT A - BUSINESS TERMS AND CONDITIONS

PPM CONSULTANTS, INC.

BUSINESS TERMS AND CONDITIONS

A. Agreement for Services

The terms and conditions set forth in this Business Terms and Conditions and the accompanying proposal (herein after referred to as the "proposal") constitute the entire agreement (herein after referred to as the "Agreement") between PPM Consultants, Inc. (PPM) and the Client. This Agreement supersedes all previous proposals, offers, understandings or other verbal or written communication concerning the proposed services. Any revision or modification to this Agreement through purchase orders, correspondence, or other forms that are not consistent with the provisions, terms, or conditions of this Agreement are void, and shall not supersede the provisions, terms or conditions of this Agreement. Any revision to the terms and conditions of this Agreement must be accomplished in writing and signed by authorized representatives of PPM and Client.

Under this Agreement, PPM may serve as agent for, on behalf of and in the name of the Client, for the sole purpose of achieving project objectives and performing the required work. Such agency will be exercised only in the interest of efficiency in pursuing project objectives. PPM may, in its sole discretion, determine which agency power, if any, serve such interest of efficiency. Client must express any objection to the exercise of such an agency by PPM in writing within five (5) days of the receipt of actual notice thereof.

Any agency created under this Agreement will terminate immediately upon PPM's receipt of notice from Client, PPM will not be responsible for any actual consequential or incidental damages due to delays caused by Client's refusal to allow PPM to act as agent for Client. PPM will not be liable by reason of any agency created under this Agreement for any actual consequential or incident damages caused by the fault of Client or a third party.

PPM will neither be responsible for, nor be considered to be a generator of any hazardous waste as defined in applicable Federal and State laws, statutes or regulations resulting from work performed in this capacity.

B. Confidentiality

All information generated during the performance of work under this Agreement will be considered proprietary and confidential. Such information received, whether ascertained directly or indirectly, will not be disclosed to any third party without prior authorization from Client, unless required by law or applicable regulation(s). Confidential information which has become available directly or indirectly to the general public through governmental agencies will not be considered the fault of PPM and will in no way be construed as breach of this Agreement. All information submitted in the form of proposal, bid, cost estimate, etc. by PPM is considered to be confidential and privileged. Any use or disclosure of this information without written consent from PPM is prohibited, unless required for the purpose of evaluating content for procuring of services requested by Client.

C. Changed Conditions/Change of Scope

It is understood by the parties to this Agreement that in the course of performing the work described in the accompanying proposal conditions may arise or become apparent that require certain work be done in addition to the work described. The additional work shall be performed only with the consent of the Client in form of a written agreement, signed by both parties. Any additional work shall be performed subject to all terms and conditions of this Agreement. If conditions have changed to the extent that PPM believes that continued work poses an unreasonable health or safety risk, PPM may cease all work until a change of scope can be agreed upon in writing that provides for the elimination of unreasonable risks to health and safety. If a change of scope cannot be agreed upon in order to continue to work under conditions satisfactory to both parties, this Agreement shall be terminated at that time. Should this Agreement be terminated, PPM will be compensated for all services rendered up to the date of termination, at costs stipulated under this Agreement.

D. Delays

Should PPM be prevented from complying with any express or implied provision of this Agreement by operation of force majeure, or because of any federal or state law or any order, rule or regulation of a governmental authority, or any other delay which is not the fault of PPM, then while so prevented, PPM's obligations to comply with such covenant shall be suspended, and PPM shall not be liable for any actual or consequential damages arising out of force majeure or any other delay which is not the fault of PPM.

E. Termination

This Agreement may be terminated for good cause, by either party upon written notice by the other party received at least thirty (30) days in advance of termination. However, if work is terminated due to conditions perceived as being unsafe, work may be terminated immediately. This Agreement may also be terminated by express written agreement entered into by all parties to this Agreement. In the event that Client attempts to terminate this Agreement without cause, or otherwise wrongfully, PPM shall be entitled to recover the lost profits which it would have earned if the Agreement had not been breached as well as all other damages allowed under law.

F. Ownership of Documents

The production of all documents under this Agreement is considered to be solely associated with the completion of the proposed scope of work. The Client may not reproduce any document prepared by PPM for this project except for use pertaining to the furtherance of project scope. Any use or distribution of any document prepared by PPM for purposes which do not pertain to the completion of the scope of work is expressly prohibited unless prior written authorization is provided by PPM.

G. Use of Documents

All documents and reports of PPM, and the results and conclusions therein, arising out of this Agreement or pertaining to the project objectives are intended solely for the use of PPM and Client unless the parties to this Agreement specify otherwise in writing.

H. Disclosure

It is understood that the Client may have various information pertaining to the project that is not known to PPM. This information may include site history, location of buried objects, suspected contaminants, other subsurface conditions, utilities, etc. The Client is obligated under this Agreement to disclose such information to PPM that may affect the performance of work and safety of employees and others. The Client shall also disclose information concerning ownership of property where work is performed and provide authorization to access property unless otherwise agreed upon by both parties in writing. All such information shall be disclosed by Client prior to initiation of work under this Agreement.

I. Insurance

Insurance coverage will be maintained by PPM as specified below for work performed under this Agreement. Upon request of the Client, PPM will furnish a certificate of insurance indicating the types and amounts of coverage maintained. PPM's insurance coverage includes the following:

Type	Limit
Standard Worker's Compensation	Statutory
Employer's Liability	$1,000,000
General Liability (Bodily Injury and Property Damage)	$3,000,000 for each occurrence and aggregate
Automobile Liability (Bodily Injury and Property Damage)	$1,000,000 for each occurrence

J. Indemnification

Subject to and to the extent allowed by Mississippi law, PPM shall indemnify, defend, and hold harmless the Client and its officers, employers, and agents from and against all liabilities, claims, non-frivolous law suits, demands, losses, damages, penalties, fines, debts, accounts, costs, expenses, and reasonable attorney's fees arising out of work performed by PPM under this Agreement that is a result of any negligent act, error, or omission of PPM or its representatives. The Client agrees to provide PPM prompt notice of any suit, claim, demand, or action relating to work performed under this Agreement, in order for PPM to have sufficient time for preparing a defense against such actions. This indemnification excludes any liabilities, claims, non-frivolous law suits, demands, losses, damages, penalties, fines, debts, accounts, costs, expenses and reasonable attorney's fees resulting out of any errors, omissions, or negligent acts of the Client or any of its servants, agents, consultants, or other representatives.

The Client shall indemnify, defend, and hold harmless PPM and its officers, employees, servants, consultants, agents, successors, and representatives from any liabilities, claims, law suits, demands, losses, damages, penalties, fines, debts, accounts, costs, expenses, and attorney's fees that is a result of any negligent act, error, or omission of Client.

K. Invoices

Invoices will be submitted on a monthly or quarterly basis, or at project completion at the discretion of PPM, or as otherwise stipulated in the proposal. Invoice balances are due upon receipt of invoice and considered past due 45 days after invoice date. Past due balances are subject to interest charges at the rate of 1 1/2 percent per month (18% annually), effective 45 days after the date of invoice. PPM may elect to cease all work performed under this Agreement, should payment not be received within 45 days of the date of invoicing. Any acceptance of late or partial payments by PPM shall not constitute a waiver of PPM’s right to enforce the terms of the Agreement. PPM will make efforts to collect on all accounts. However, Client will be responsible for reasonable collection-related expenses on all delinquent accounts.

The Client will notify PPM of any dispute concerning an invoice within 10 days of the date of invoice. Notwithstanding any such dispute, Client shall, within the limitations and under the terms of this Agreement, pay PPM all portions of invoices that are not in dispute. Client will be required to pay interest on any withheld amounts, as provided in this Agreement. Should PPM agree that the disputed amount was charged in error, PPM will credit the Client with such amount on subsequent invoices to the Client.

The Client is responsible for full payment of all PPM invoices at agreed upon terms, conditions, and fees. Should PPM determine that it will exercise its discretion and allow Client additional period of time for payment, such determination and the modified payment terms which are applicable will be provided in the “compensation” section of the proposal accompanying these business terms and conditions. No such extension of time for payment shall be valid or effective unless it is stated in writing. It is within the discretion of PPM to allow Client an additional period of time for payment for the purpose of giving Client an opportunity to receive reimbursement from any applicable Trust Funds or other applicable insurance policies. In no event shall this time period exceed 180 days from the invoice date.

L. Method of Payment

PPM prefers direct payment in the form of a check made payable to PPM Consultants, Inc. However, PPM will accept payment from clients using VISA/Mastercardâ credit cards or purchasing cards. In the event client elects to make full or partial payment using credit card or purchasing card, PPM reserves right to upcharage client for expenses associated with accepting such electronic payments. This upcharge will be equal to the amount charged by the credit card company for processing.

M. Validity

This proposal is valid, unless revoked in writing, for a period of thirty (30) days from the date of the proposal. This proposal is automatically revoked if not accepted within thirty (30) days and received by PPM within 45 days unless otherwise accepted in writing by PPM and at sole discretion of PPM.

ATTACHMENT B - COST ESTIMATE

COST ESTIMATE - TEMPORARY CLOSURE OF UST

Gulfport Municipal Marina
1133 20th Avenue, Gulfport, MS

PPM Proposal No. 20-20046

UST TEMPORARY CLOSURE ASSESSSMENT						
I Report/Document Preparation						
Project Management	Project Manager	$175.00	/hr	3	--	$525.00
Senior Review	P.E./P.G.	$175.00	/hr	1	--	$175.00
Report Preparation / Document Preparation	Geologist III	$106.00	/hr	8	--	$848.00
Drafting	Draftsman	$83.00	/hr	2	--	$166.00
Clerical	Clerical	$83.00	/hr	2	--	$166.00
					Report Preparation Subtotal:	**$1,880.00**
I. Field Labor						
Monitoring Well Installation and Sample Collection	Geologist III	$106.00	/hr	10	--	$1,060.00
Travel	Geologist III	$106.00	/hr	4.0	--	$424.00
					Field Labor Subtotal:	**$1,484.00**
III. Laboratory Costs						
BTEX	Soil	$55.00	/sample	2	15%	$126.50
PAH	Soil	$95.00	/sample	2	15%	$218.50
BTEX	GW	$55.00	/sample	2	15%	$126.50
PAH	GW	$95.00	/sample	2	15%	$218.50
					Laboratory Subtotal:	**$690.00**
VII Other Direct Costs						
Mileage	Misc. Costs	$0.68	/mile	180	--	$122.40
Drill Rig and Monitoring Well Material	Misc. Costs	$2,365.00	/day	1	15%	$2,719.75
PID	Equipment	$79.00	/day	1	--	$79.00
Water Level Meter	Equipment	$39.00	/day	1	--	$39.00
Bailers	Equipment	$7.00	/each	2	--	$14.00
Level D Safety Equipment	Equipment	$10.00	/day	1	--	$10.00
Disposal (soil and groundwater)	Misc. Costs	$200.00		1	15%	$230.00
Shipping	Misc. Costs	$50.00	/each	1	--	$50.00
					Other Direct Costs Subtotal:	**$3,264.15**
					TOTAL COST:	**$7,300.00**

Cost estimate is based on the collection of 2 soil samples and 2 groundwater samples

If site conditions warrant additional sampling, that would constitue a change in scope.

ATTACHMENT B - AUTHORIZATION TO PROCEED

PPM CONSULTANTS, INC.

Authorization To Proceed

PROJECT DESCRIPTION

Client Name: Gulfport Municipal Marina

Project Name: Gulfport Municipal Marina

Project Location: 1133 20th Avenue, Gulfport, MS

Services to be provided: Temporary Closure of No. 4 UST

PROJECT TERMS

Start Date: Based Upon Approval

Project Fee: **$7,300.00**

Contract Type: Fixed Fee

Terms: Per PPM Business Terms and Conditions

AUTHORIZATION

I hereby authorize PPM Consultants, Inc. to provide the services described at the stated fee in accordance with PPM's Business Terms and Conditions.

Company: _____

Name: Billy Hewes

Title: Mayor

Signature: _____

Date: _____

PPM Representative Rodney M. Kilgore P.G

Signature: _____

Date _____

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2020, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE CERTIFICATE OF PARTIAL SUBSTANTIAL COMPLETION (LANDSCAPING AND IRRIGATION) FOR THE DOWNTOWN STREETSCAPE IMPROVEMENTS PROJECT PHASE 3, TO AUTHORIZE THE MAYOR TO EXECUTE SAID CERTIFICATE, AND FOR RELATED PURPOSES

WHEREAS, Gulf Breeze Landscaping, LLC, was awarded the contract for the Downtown Streetscape Improvements Project Phase 3, which project was for demolition of existing pavements, construction of new sidewalks, new Intellistreet lighting, irrigation and landscaping in the area of 15th Street south to Highway 90 between 20th Avenue, near the Aquarium site; and

WHEREAS, work was partially substantially completed for the landscaping and irrigation portion of the referenced project as of April 23, 2020; and

WHEREAS, the Project Engineer has submitted for review the Certificate of Partial Substantial Completion, for the Landscaping and Irrigation portion of the Downtown Streetscape Improvements Project Phase 3, which, along with supporting documentation, is attached hereto collectively as Exhibit "A".

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

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

SECTION 2. That the Certificate of Partial Substantial Completion be and it is hereby approved in the form as is found in Exhibit "A" to this resolution and is found to be in the best interest of the City, and the Mayor be and he is, hereby, authorized to execute the same on behalf of the City of Gulfport.

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

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

AYES	**NAYS**	**ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2020.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT**

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2020.

_____

MAYOR

Memorandum – City of Gulfport

To: Connie Debenport, Purchasing

CC: Mayor Billy Hewes — Gerard Bellocq, Finance

Dr. John Kelly, CAO — Wayne Miller, P.E., Public Works

From: Kris Riemann, P.E. RKR

Date: 5/8/20

Re: **Certificate of Partial Substantial Completion (Landscaping and Irrigation)**

- Downtown Streetscape Improvements, Phase 3

Attached for your consideration is the Certificate of Partial Substantial Completion for the above referenced project. This inspection was for the Landscaping and Irrigation portion for the Streetscape Project. This will allow the City take use of the landscaping and irrigation system **only**. It is reasonable to accept these landscaping and irrigation items now so that the City and the Aquarium can begin using them. This landscaping portion was substantially complete as of April 23, 2020. All punch list items shall be completed by the Contractor prior to the May 16, 2020. All other work is not complete and we are in discussions with our legal office and the contractor to come to a solution.

The project includes demolition of existing pavements, construction of new sidewalks, new Intellistreet lighting, irrigation and landscaping in the area of 15th Street south to Highway 90 between 20th Avenue to 23rd Avenue.

The project is funded by Community Development Block Grant funding. I recommend approval.

Please place this item on the May 19, 2020 Council Agenda.

Attachments: 1. Certificate of Partial Substantial Completion (Landscaping & Irrigation)

Department of Engineering

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

CERTIFICATE OF PARTIAL SUBSTANTIAL COMPLETION
LANDSCAPING & IRRIGATION ITEMS

City of Gulfport

Downtown Streetscape Improvements, Ph. III

DATE OF ISSUANCE: May 6, 2020

OWNER: City of Gulfport

CONTRACTOR: Gulf Breeze Landscaping, LLC ENGINEER: City of Gulfport, Department of Engineering

PROJECT: Downtown Streetscape Improvements, Ph. III

This Certificate of Substantial Completion applies to all Work under the Contract Documents for **PARTIAL PROJECT (LANDSCAPING & IRRIGATION ITEMS)**

TO: City of Gulfport
OWNER

AND TO: Gulf Breeze Landscaping, LLC
CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR, AND ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

April 23, 2020
DATE OF PARTIAL SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. **The items in the tentative list shall be completed or corrected by CONTRACTOR within ten (10) days of the issuance of this Certification of Partial Substantial Completion (Landscaping & Irrigation Items).**

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, insurance, and warranties and guarantees shall be as follows:

RESPONSIBILITIES

OWNER:	Owner assumes responsibility for maintenance starting April 23, 2020
CONTRACTOR:	Contractor to complete the attached list of items to be corrected or completed and provide one full year warranty beginning December 06, 2019

The following documents are attached to and made a part of this Certificate:

Tentative List of Items to be Corrected or Completed

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on May 8, 2020.

Robert K. Riemann

Engineer– City of Gulfport, Department of Engineering

CONTRACTOR accepts this Certificate of Substantial Completion on May 8, 2020.

Contractor – Gulf Breeze Landscaping, LLC

OWNER accepts this Certificate of Substantial Completion on_____, 2020.

Owner – City of Gulfport

CHRISTIANPREUS
Landscape Architecture

Mailing:
307 De La Mare Avenue
Fairhope, AL 36532

1011 Desoto Street
Ocean Springs, MS 39564

T : 855.539.5086
M : 228.547.8586
F : 855.539.5086

DATE OF OBSERVATION: April 23, 2020

PUNCH LIST: ISSUED APRIL 28, 2020

PROJECT: Gulfport Streetscape, Phase 3

CONTRACTOR: Gulf Breeze, LLC.

REVIEWED BY: Christian Preus – CPLA Principal

This is a punch list of items that need to be addressed by the general contractor, landscape contractor, and irrigation contractor. The list below with general comments, and the plans attached with site specific comments shall be considered the list of items that shall be completed in order to finalize the project.

SITE & LANDSCAPE:

1. Clean trunks on palms to a consistent height as discussed
2. Cut dead Palm fronds off and dispose
3. Clean trunks of Elms as discussed
4. Move 1st row of juniper in areas discussed to fill extra bed.
5. Remove tree cables that are not still required and neatly circle them up with a zip tie under the tree grates for any future required use.
6. Tighten stakes on all leaning trees
7. Straighten leaning trees.
8. Make mulch flush with curb in palm wells.
9. Remove Trash in Beds
10. Remove Weeds in Beds
11. Remove Flags in Beds
12. Fill new beds with bed prep (max 3" below curb at edge of concrete)
13. Install site furnishings as discussed with back legs of benches mounted to concrete.
14. Clean walks and paved areas.
15. Remove all brown Palm fronds.
16. Remove and replace any dead plant material
17. Show proof of pre-emergent installation.
18. Install Benches per direction from the city
19. Install Bollards as per plans
20. Verify that wayfinding signage was removed from the contract
21. Roll all sod
22. Install any plant material that has not been installed in the project scope
23. Provide guidance on the elimination of Oak trees on West side of project
24. Finish sod in grass pave area
25. Verify date of plant install completion for clarification of warranty period.

IRRIGATION

1. Provide As-Builts per specs for 3 & 3B.
2. Provide 3 Laminated copies and PDF of Color-Coded Zone Plan for 3&3B
3. Verify that all of the flower basket irrigation is operational
4. Minimize overspray in all areas.
5. Adjust and Clean stuck nozzles
6. Replace broken or angled Nozzles.
7. Provide owner's manual and video of orientation
8. Install rain sensor
9. Final walk through of system will be conducted after all punch list items are complete.
10. Specific comments on attached plans

TREE WELL LEGEND

- TREE GRATE TYPE "A"
- TREE GRATE TYPE "B"
- PALM TREE WELL WITH DURA MULCH

BENCH TYPE "A"

DURA MULCH IN PALM TREE WELLS

TREE GRATE TYPE "A"

TRASH RECEPTACLE TYPE "A"

BENCH TYPE "A"

DURA MULCH IN PALM TREE WELLS

Install Benches - BACK MOUNTED ON BAND - CENTERED BETWEEN PALMS

INSTALL TRASH RECEPTACLE ON SEPERATE PAD

INSTALL BOLLARDS

REMOVABLE BOLLARD

EXISTING BUILDING FIRST CHRISTIAN CHURCH

BUILDING

WAYFINDING SIGN

BICYCLE RACK

BENCH TYPE "B"

TRASH RECEPTACLE TYPE "B"

COORDINATE INSTALLATION OF WALK WITH RETAIL LAYOUT

22ND AVE

MISSISSIPPI AQUARIUM SITE (FOR REFERENCE ONLY)

MATCHLINE SEE L-101 A

MATCHLINE SEE L-101 A

SITE PLAN KEY

H-100 A

A SITE FURNISHING PLAN

SCALE: 1" = 20'

0 10' 20'

CHRISTIANPREUS Landscape Architecture

CELEBRATING 50 YEARS

BROWN, MITCHELL & ALEXANDER, INC.

CONSULTING ENGINEERS

REV DATE BY

DOWNTOWN STREETSCAPE

IMPROVEMENTS PROJECT - PHASE III

CITY OF GULFPORT, MISSISSIPPI

SITE FURNISHING PLAN

CAD CHP

LA CHP

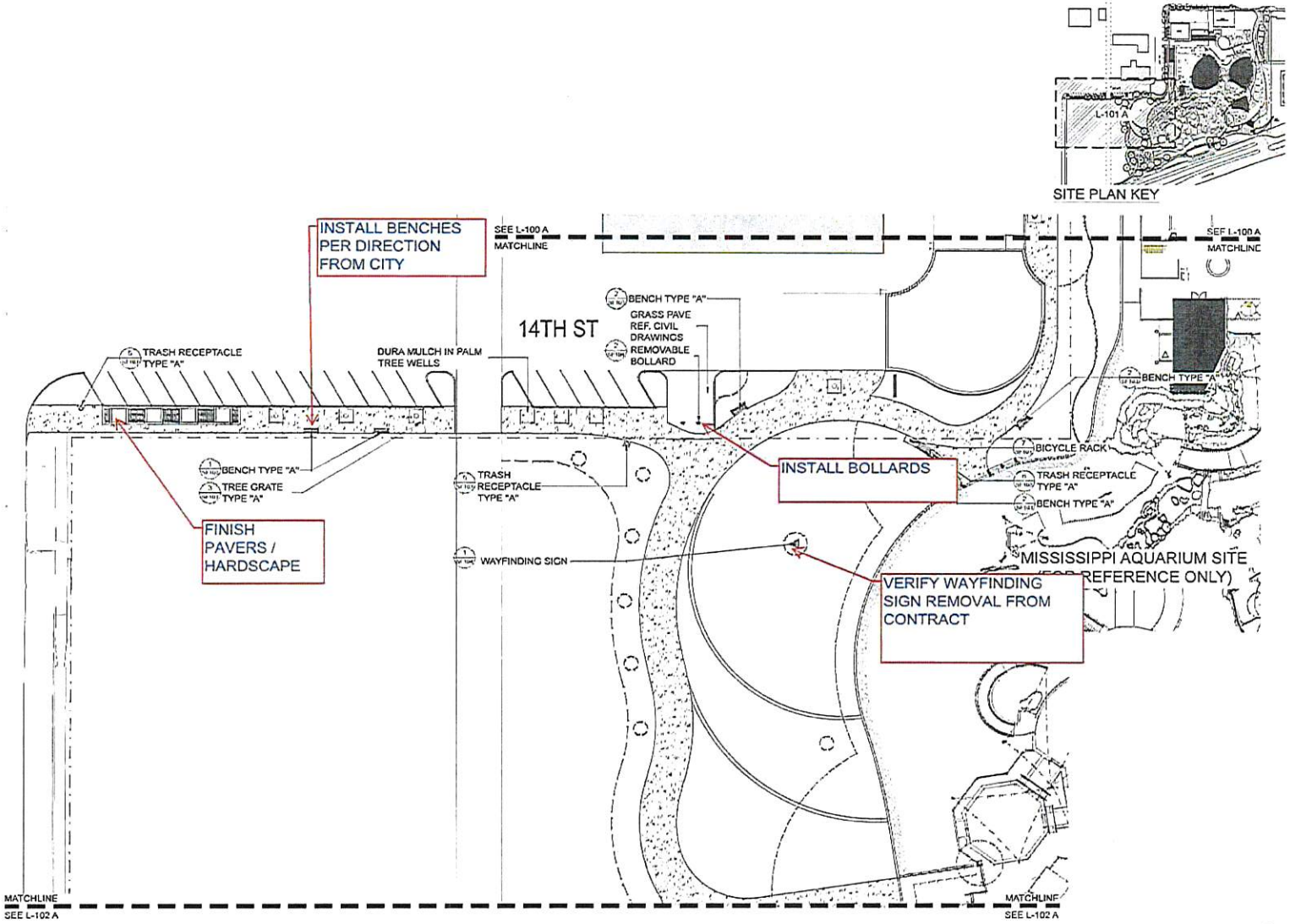
DATE 1/06/2016

SCALE SHOWN

BMA# 17-3544A

FILE \3544\3544SFE

SHEET SF-100



A SITE FURNISHING PLAN
SCALE: 1" = 20'

0 10' 20'

CHRISTIANPREUS Landscape Architecture

CELEBRATING 50 YEARS

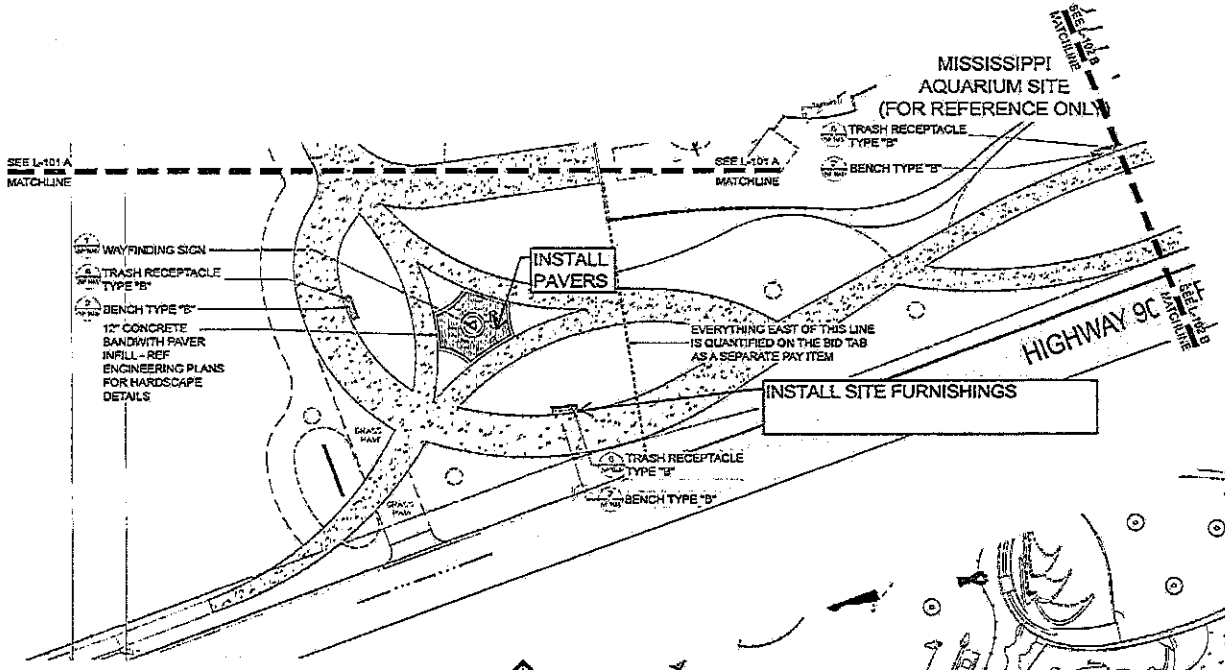
BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS

REV DATE BY

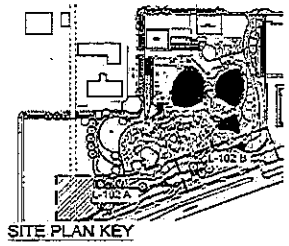
DOWNTOWN STREETSCAPE
IMPROVEMENTS PROJECT - PHASE II
CITY OF GULFPORT, MISSISSIPPI
SITE FURNISHING PLAN

CAD CDP
BY CHP
DATE 1/08/2018
SCALE SHOWN
BMA# 17-3544A
FILE \3544\3544SITE

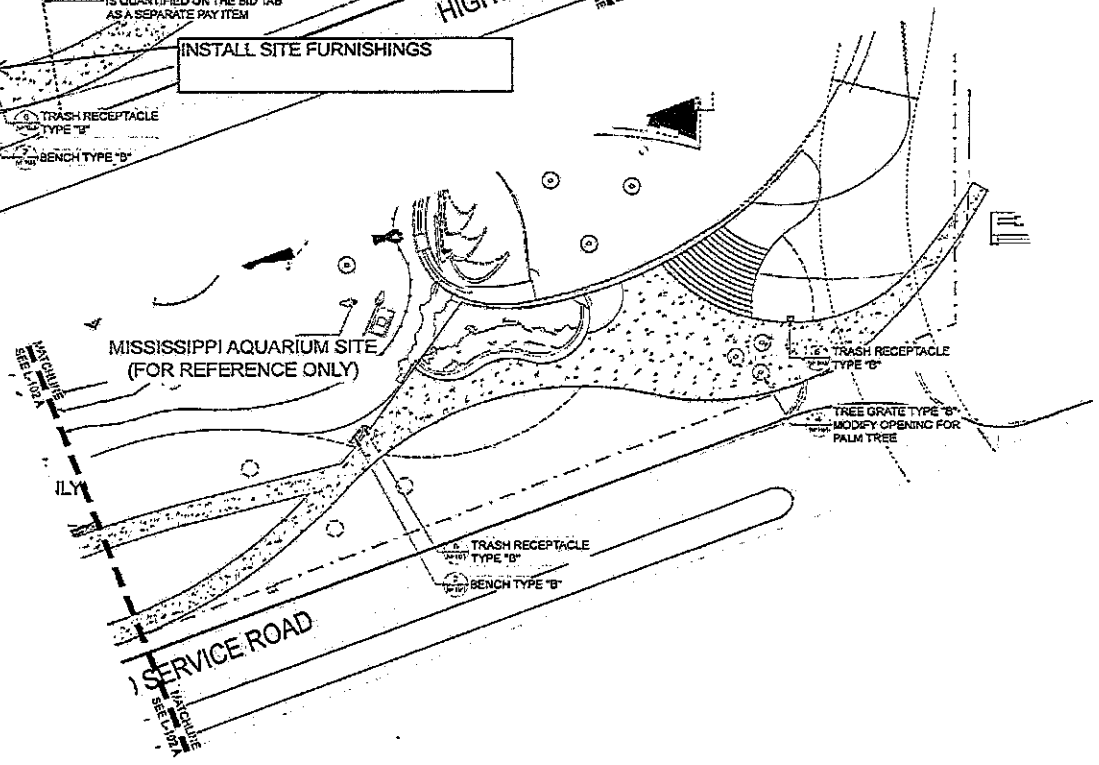
SHEET
SF-101



A SITE FURNISHING PLAN
SCALE: 1" = 20'



SITE PLAN KEY



B SITE FURNISHING PLAN
SCALE: 1" = 20'

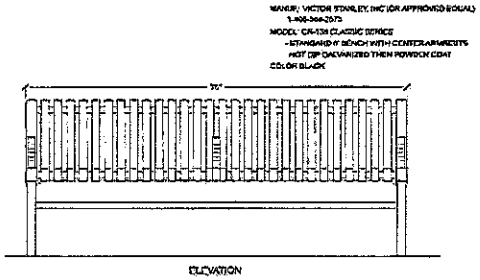
CHRISTIANPREUS
Landscape Architecture

BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS

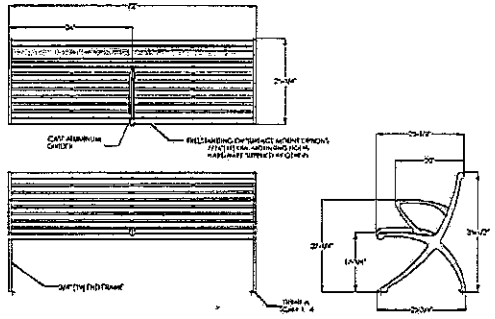
REV DATE BY

DOWNTOWN STREETSCAPE
IMPROVEMENTS PROJECT - PHASE III
CITY OF GULFPORT, MISSISSIPPI
SITE FURNISHING PLAN

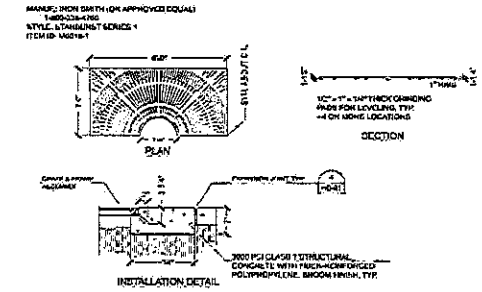
SF-102



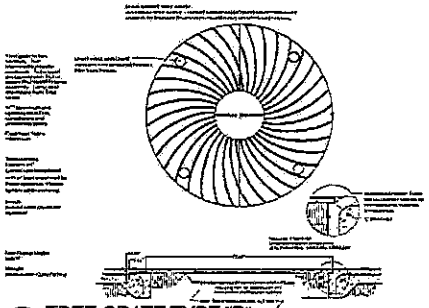
1 BENCH TYPE "A"
NOT TO SCALE



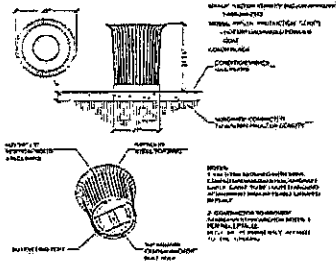
2 BENCH TYPE "B"
NOT TO SCALE



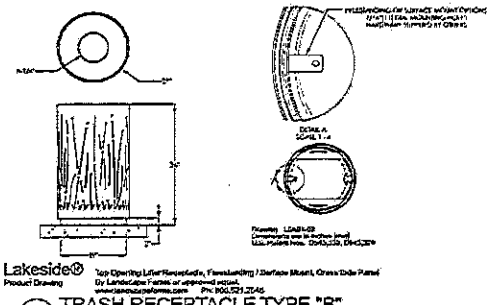
3 TREE GRATE "A"
NOT TO SCALE



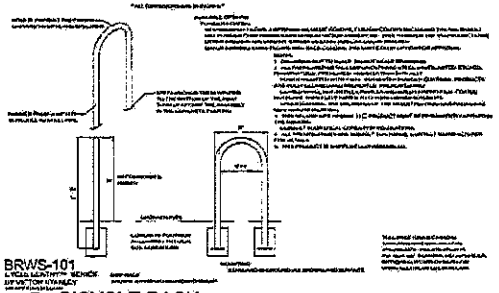
4 TREE GRATE TYPE "B"
NOT TO SCALE



5 TRASH RECEPTACLE TYPE "A"
NOT TO SCALE



6 TRASH RECEPTACLE TYPE "B"
NOT TO SCALE



7 BICYCLE RACK
NOT TO SCALE

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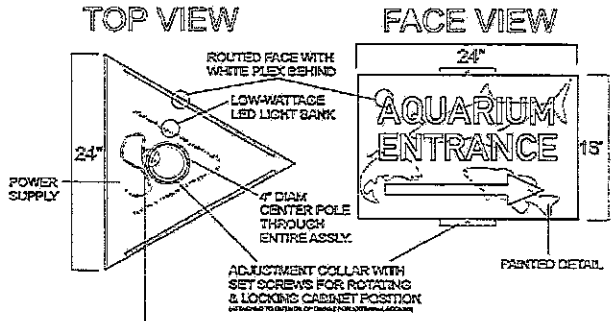
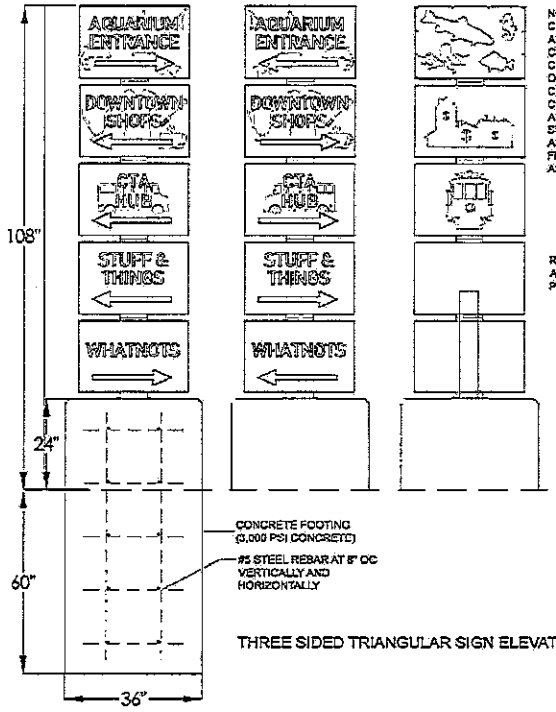
DOWNTOWN STREETSCAPE
IMPROVEMENTS PROJECT - PHASE III
CITY OF GULFPORT, MISSISSIPPI
SITE FURNISHING DETAILS

SF-103



MANUFACTURE AND INSTALL (INTERNALLY ILLUMINATED) WAYFINDING MONUMENT.



NOTE:
CONTRACTOR TO PROVIDE ARTWORK FOR EACH CABINET THAT CORRESPONDS WITH THE OWNER'S DESCRIBED USE. CONTRACTOR SHALL CONSULT WITH ENGINEER AND OWNER REGARDING SIGN WORDING AND ARTWORK AND SUBMIT A FINAL DESIGN FOR APPROVAL.

RAINBOW SIGNS OR APPROVED EQUAL
PHONE:501-353-7711

☐ PMS2335
☐ PMS300

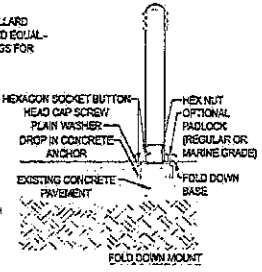
THREE SIDED TRIANGULAR SIGN ELEVATIONS

1 WAY-FINDING SIGN DETAIL
NOT TO SCALE

RELIANCE FOUNDRY R-8001 REMOVABLE BOLLARD WITH BLACK TEXTURED FINISH OR APPROVED EQUAL - CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR APPROVAL

RELIANCE FOUNDRY CO. LTD.
UNIT 207, 6450-148 STREET
SURREY, BC V3S 7G7
TOLL FREE: 1-877-789-3246
PHONE: (604) 547-0460
FAX: (604) 590-8875
www.reliance-foundry.com

NOTES:
1. INSTALLATION MUST BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. ALL DIMENSIONS ARE CONSIDERED TRUE AND REFLECT MANUFACTURER'S SPECIFICATIONS.
3. DO NOT SCALE DRAWING.
4. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info REFERENCE NUMBER 3362-V2A.



2 REMOVABLE BOLLARD DETAIL
NOT TO SCALE

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REV DATE BY

DOWNTOWN STREETSCAPE IMPROVEMENTS PROJECT - PHASE III
CITY OF GUILFORD, MISSISSIPPI
SITE FURNISHING DETAILS

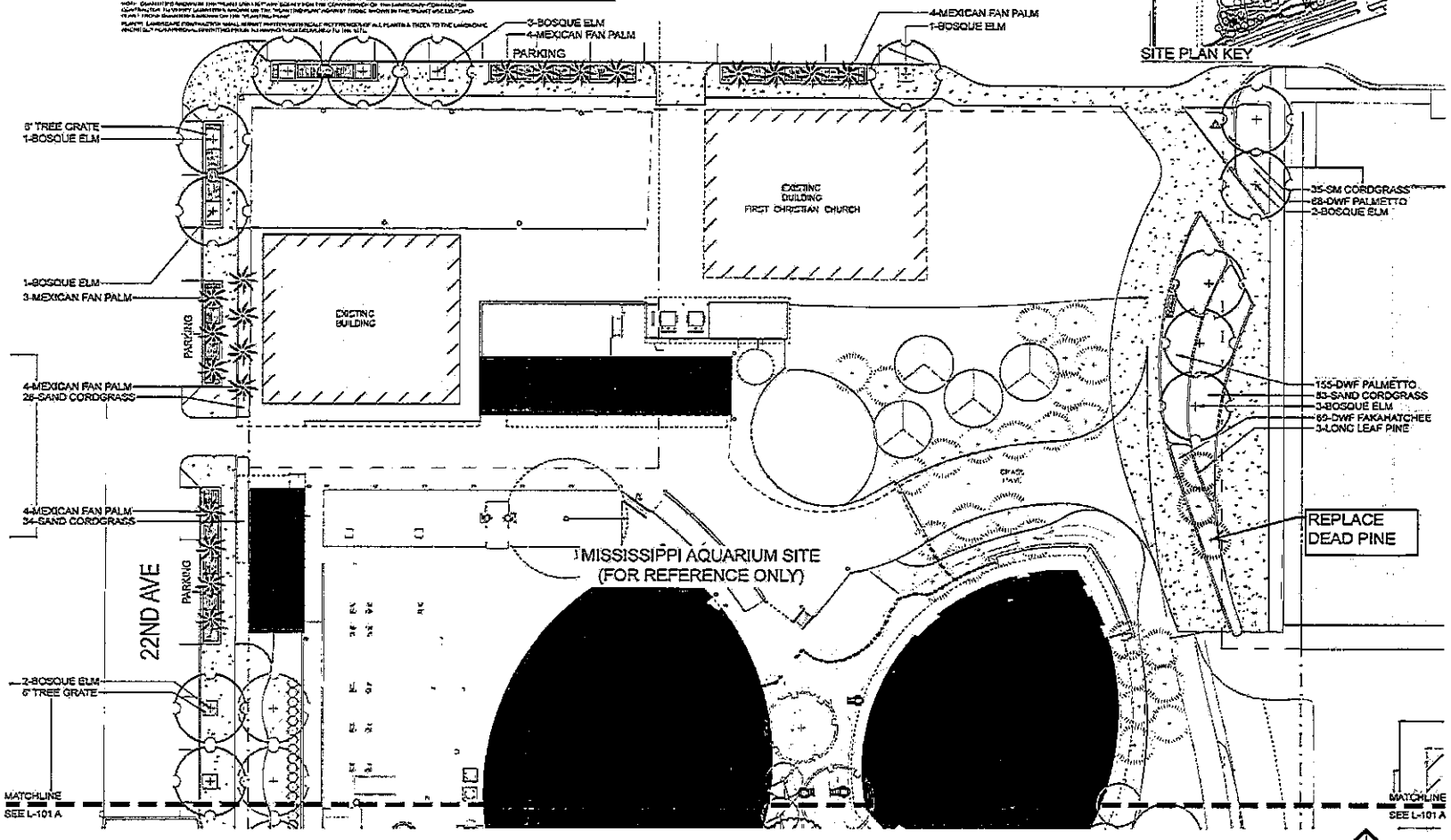
CAD OOK
DWN OOK
DATE 1/20/2016
SCALE SHOWN
WMAP 17-0044A
FILE

SHEET SF-104

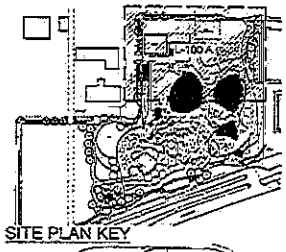
PLANT USE LIST

[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]

LANDSCAPE PAY ITEMS NOTE:
THE QUANTITIES IN THE PLANT USE LIST ARE FOR THE TOTAL PROJECT. HOWEVER, THE PAY ITEMS IN THE BID TAB REFLECT DIVIDED QUANTITIES THAT SHOULD TOTAL THOSE REPRESENTED IN THE PLANT USE LIST. IF CONTRACTOR NOTICES A DISCREPANCY, HE SHOULD NOTIFY THE LA OR ENGINEER IMMEDIATELY DURING THE BID PROCESS.



A LANDSCAPE PLAN
SCALE 1" = 20'



SITE PLAN KEY

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Landscape Architecture

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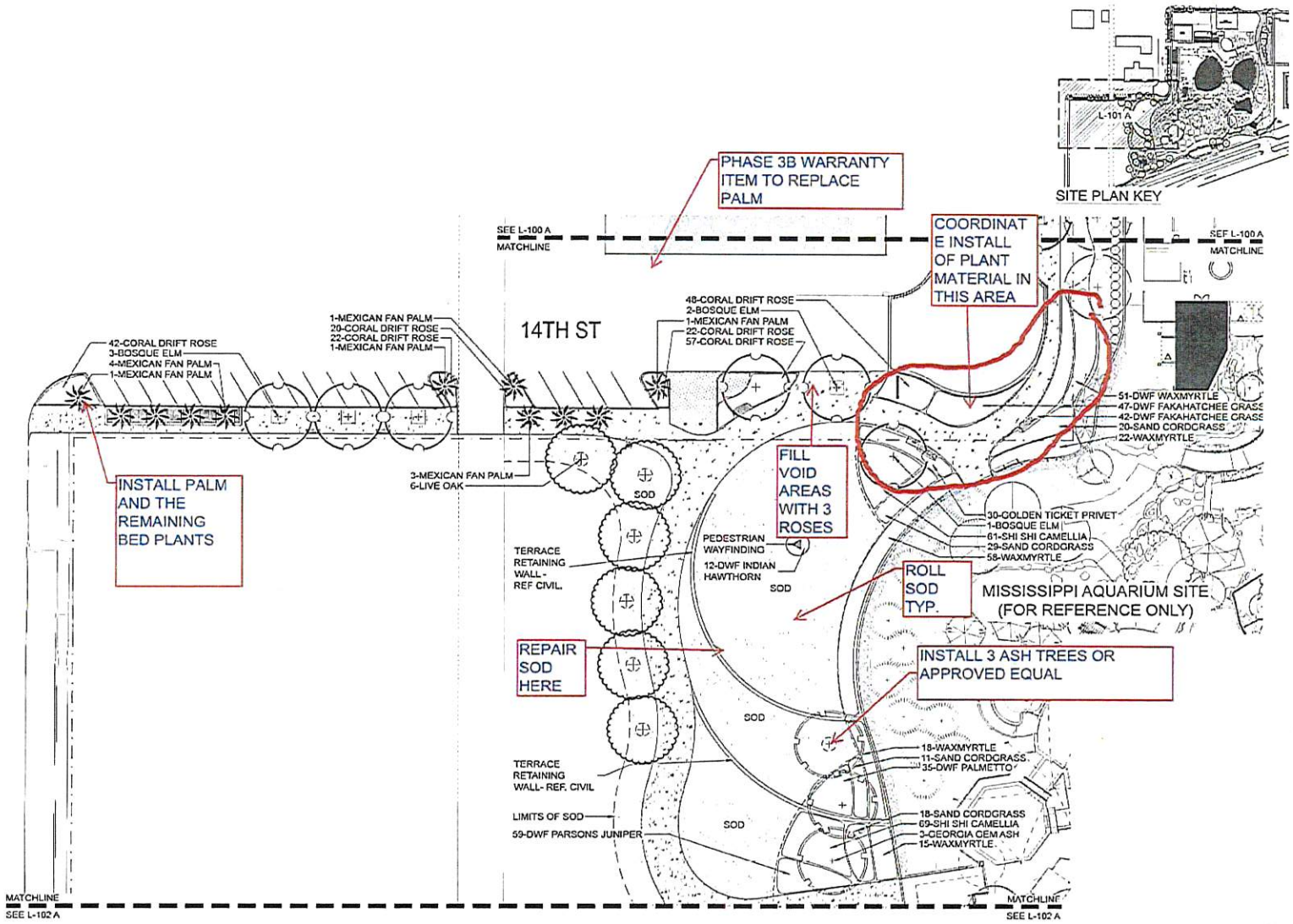
REV	DATE	BY

DOWNTOWN STREETSCAPE
IMPROVEMENTS PROJECT - PHASE III
CITY OF GULFPORT, MISSISSIPPI
LANDSCAPE PLAN

SHEET
L-100



A LANDSCAPE PLAN
SCALE: 1" = 20'

CHRISTIANPREUS Landscape Architecture

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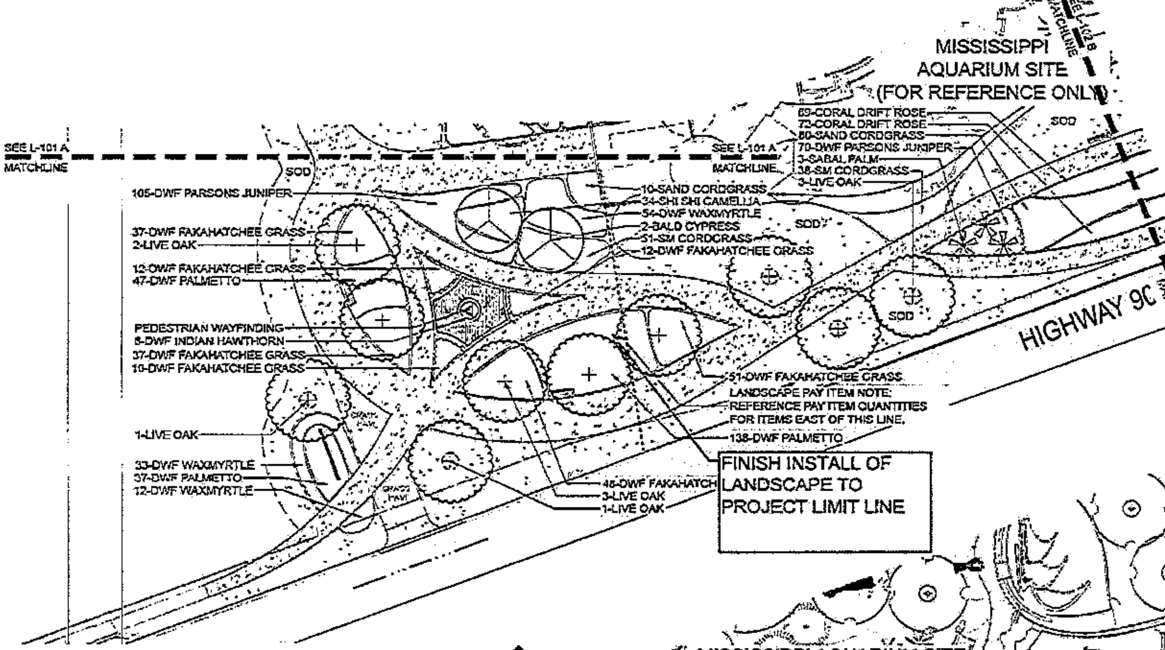
REV DATE BY

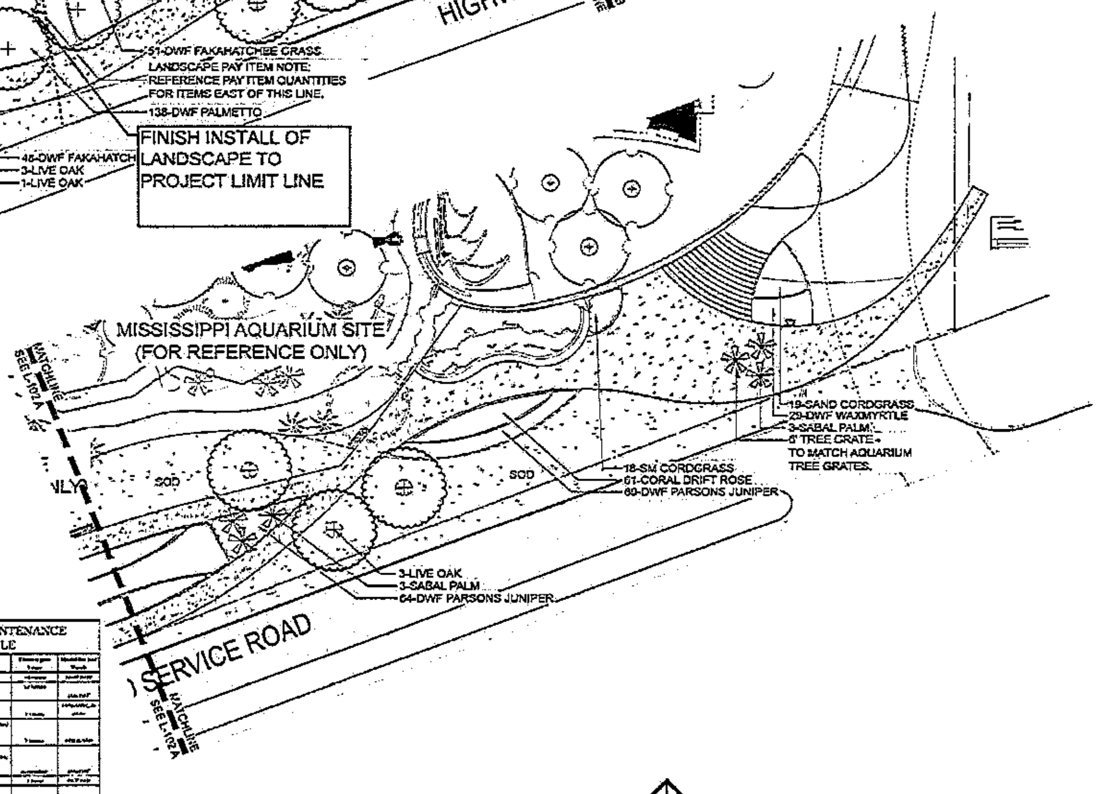
DOWNTOWN STREETSCAPE
IMPROVEMENTS PROJECT - PHASE III
CITY OF GULFPORT, MISSISSIPPI
LANDSCAPE PLAN

CAD OGP
BY CHP
DATE 1/20/2016
SCALE SHOWN
BMAP 17-0544A
FILE 0544A0544SITE

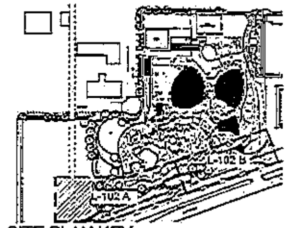
SHEET L-101



(A) LANDSCAPE PLAN
SCALE: 1" = 20'



(B) LANDSCAPE PLAN
SCALE: 1" = 20'



SITE PLAN KEY

GENERAL PLANTING NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR THE SITE INSPECTION PRIOR TO LANDSCAPE CONSTRUCTION IN ORDER TO ACQUAINT [illegible] CONSTRUCTION.
2. CONTRACTOR SHALL VERIFY PLANT QUANTITIES FROM THE PLAN AND REPORT DIFFERENCES TO THE OWNER'S REPRESENTATIVE FOR ADJUSTMENTS.
3. ALL PLANT MATERIALS ARE SUBJECT TO APPROVAL OR REFUSAL BY THE OWNER'S REPRESENTATIVE AT THE JOB SITE.
4. [illegible]
5. [illegible]
6. [illegible]
7. ALL PLANT MATERIAL SHALL BE CONTAINER GROWN UNLESS OTHERWISE SPECIFIED.
8. ALL PLANTING PITS SHALL BE DOUBLE THE SIZE OF THE ROOTBALL OR CONTAINER.
9. [illegible]
10. [illegible]
11. [illegible]
12. [illegible]
13. PLANTING BEDS SHALL BE [illegible] ABOVE SOD GRADE.
14. [illegible]
15. GRADE ALL AREAS FOR APPROVAL BY LANDSCAPE ARCHITECT BEFORE SODDING.
16. SEASONAL COLOR SHALL BE PLANTED IN FLOWERING STATE.
17. CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL, INCLUDING GRASS, FOR ONE FULL YEAR FROM DATE OF WRITTEN [illegible]
18. ALL TREES SHALL BE STAKED AND TIED IN THE FIELD BY AN APPROVED METHOD. REMOVE ALL GUY WIRES AND STAKES AT THE END OF THE GUARANTEE PERIOD.
19. [illegible]
20. [illegible]
21. [illegible]
22. [illegible]
23. [illegible]

LANDSCAPE MAINTENANCE SCHEDULE

[illegible]

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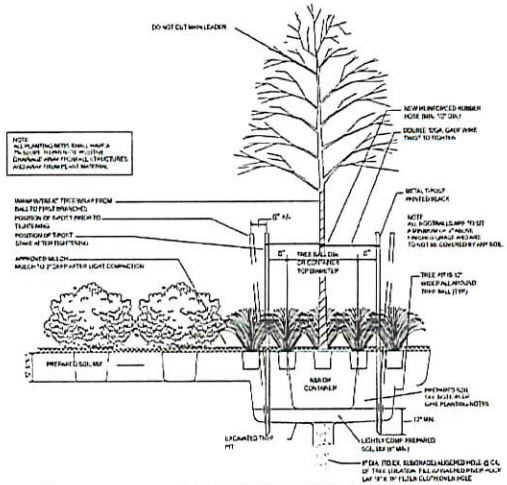
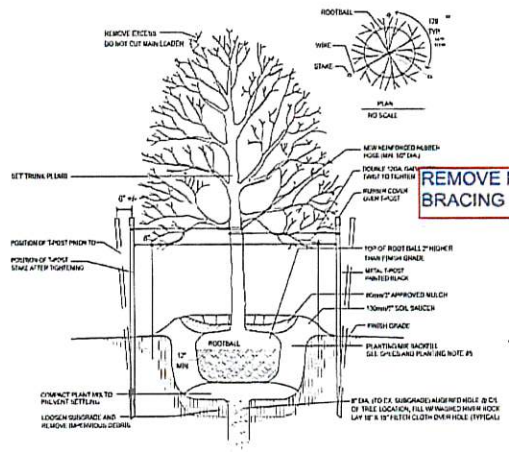
DOWNTOWN STREETSCAPE
IMPROVEMENTS PROJECT - PHASE III
CITY OF GULFPORT, MISSISSIPPI
LANDSCAPE PLAN

SHEET L-102

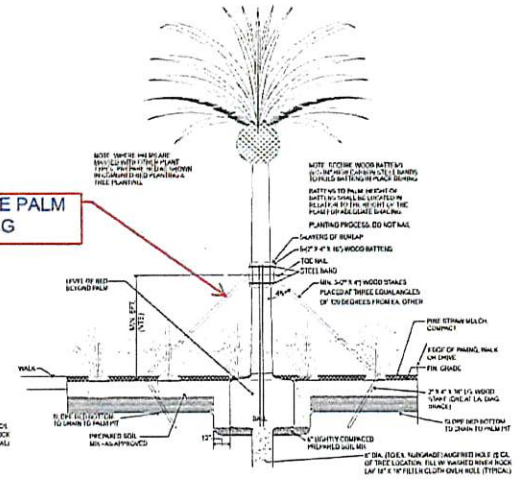


1 TYPICAL PLANTING SECTION IN BED AREAS
NOT TO SCALE

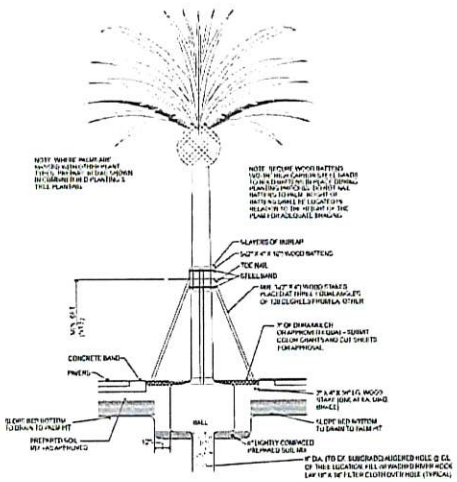


REMOVE PALM BRACING

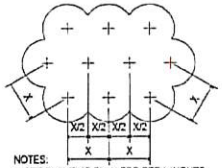
2 TYPICAL TREE PLANTING & GUYING IN LAWN
NOT TO SCALE



3 PALM PLANTING & GUYING IN BED DETAIL
NOT TO SCALE

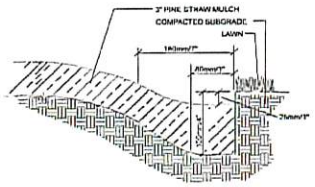


4 PALM PLANTING & GUYING IN TREE WELL DETAIL
NOT TO SCALE



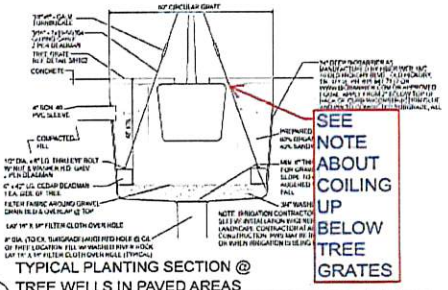
NOTES:
1. SEE PLANTING PLAN FOR BED LAYOUTS.
2. ROWS SHALL BE STRAIGHT & PARALLEL UNLESS BED AREA FOR PARTICULAR PLANT IS SHOWN IN A CIRCULAR OR IRREGULAR AREA, THEN AS DIRECTED BY LANDSCAPE ARCHITECT.
3. SEE "PLANT USE LIST" FOR PLANT SPACING.

5 PLANT SPACING DETAIL
NOT TO SCALE



NOTE: TRENCH EDGE TO BE LOCATED BETWEEN PLANTING BEDS AND ALL LAWN AREAS.

6 TRENCH BED EDGE DETAIL
NOT TO SCALE



SEE NOTE ABOUT COILING UP BELOW TREE GRATES

7 TYPICAL PLANTING SECTION @ TREE WELLS IN PAVED AREAS
NOT TO SCALE

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CONSULTING ENGINEERS

REV DATE BY

DOWNTOWN STREETSCAPE IMPROVEMENTS PROJECT - PHASE III
CITY OF GULFPORT, MISSISSIPPI
LANDSCAPE DETAILS

CAD	GCP
LA	CHP
DATE	1/20/2011
SCALE	SHOWN
BMA#	17-0544A
FILE	0544\0544SITE
SHEET	L-103

IRRIGATION NOTES

1. The irrigation system is diagrammatic based upon the information provided by the owner or the owner's representative. The successful contractor is responsible to install a system that will properly cover all areas indicated on the design. Actual layout of piping, sprinkler heads, valves, controllers and other related equipment shall be determined on site. Minor field changes shall be made at no additional cost to the owner.

It is the responsibility of the irrigation contractor to be familiar with all grade differences, locations of walls, structures and utilities and make the necessary adjustments to accommodate the irrigation system as shown on the drawings. There may be times when it is obvious in the field that unknown obstructions, grades or dimensions that exist might not have been considered in the engineering, such obstructions should be brought to the attentions of the owner's authorized representative. In the event that this notification is not performed, the irrigation contractor shall assume full responsibility for any deficiencies and c

2. The system shall be installed using accepted and standards as used in the industry. All manufacturers be followed.

3. Mainline shall be buried a minimum of 12" of cover and a maximum of 18" of cover. Lateral line piping a minimum of 12" of cover. All backfill surrounding the pipe shall be cleared of materials larger than 1" in size. Backfill shall be added in 6" increments and mechanically tamped.

4. There will be no substitutions or changes to the irrigation design allowed without direct, written approval from the Irrigation Consultant.

5. System design is based on pressure and flow information provided by others, static pressure of 35 psi and the size of the point of connection (P.O.C.) is as indicated on the drawing. The irrigation contractor shall verify water pressures prior to construction. Report differences between requirements and the actual readings to the owner's representative so that any zone adjustments can be made prior to installation.

6. Piping shown in paved area without sleeve is diagrammatic and shall be installed in planted area or turf area approximately 1' from

7. All valves shall be placed in valve boxes as shown in the details and all electrical connections shall be sealed with waterproof connectors. Control wire shall be solid copper wire U.L. approved for direct burial in the ground. See details.

8. Controllers, meters, taps and backflow locations are as shown on the plan or as stated in the details and legend. All information is to be verified prior to any installation of the project.

9. The Irrigation Contractor is responsible for all clean up associated with his work.

10. Irrigation contractor shall all provide the first winterization, spring turn on, head adjustments and controller maintenance in bid.

11. Costs associated with irrigation meter(s) and taps if required for irrigation shall be the responsibility of the irrigation contractor and shall be included in his/her bid.

IRRIGATION LEGEND:

- RAINBIRD 3500 ROTOR SERIES WITH 2.0, 3.0, AND 4.0 NOZZLES
- RAINBIRD MINI ROTOR 3504PC-SAM WITH 3.0 AND 4.0 NOZZLE
- RAINBIRD R13-24 SERIES ROTATOR NOZZLE ON 1812 SPRINKLER, USE RISER IF NECESSARY
- RAINBIRD RVAN 1724 ROTATOR NOZZLE ON 1812 SPRINKLER, USE RISER IF NECESSARY
- RAINBIRD R13-18 SERIES ROTATOR NOZZLE ON 1812 SPRINKLER, USE 6" RISER IF NECESSARY
- RAINBIRD RVAN 13-18 ROTATOR NOZZLE ON 1812 SPRINKLER, USE 6" RISER IF NECESSARY
- RAINBIRD 1806 6" POP UP FOR ALL TURF AREAS USE 8,10,12,15,SST OR LST NOZZLES
- RAINBIRD 1812 12" POP UP FOR SHRUB AREAS USE 8" RISER ON 1812 IF NECESSARY USE 8,10,12,15,SST OR LST NOZZLES
- AREA TONE CLIVE OHEPLINE RAIN BIRD AP-09-16
- RAINBIRD PEB SERIES, 1" AND 1 1/2" EL. REMOTE CONTROL VALVE (OR APPD EQ.) IN MIN. 12" ROUND BOX, FEL BOTTOM WITH A GRAVEL, (SEE DETAIL)
- RAINBIRD ESP-4DV TWO-WIRE CONTROLLER HORIZONTAL OR WALL MOUNTED, TO BE DETERMINED IN FIELD BY LANDSCAPE ARCHITECT. LOCATION SHOWN ON DRAWING IS A GENERAL REFERENCE. FINAL LOCATION TO BE DETERMINED WITH LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE IN THE FIELD. (SEE SHEET L200)
- WIRELESS RAIN SENSOR
- DOUBLE CHECK VALVE (SEE DETAIL 1, SHEET L200)
- ISOLATION VALVE - (MAIN SIZE), 175# W.O.G., BRASS BALL VALVE IN AMETEK 10" ROUND BOX, FEL BOTTOM WITH PEA GRAVEL (SIMILAR TO CONTROL VALVE) ISOLATION VALVES (IV) SHALL BE IN A LOCKABLE BOX.
- IRRIGATION MAINLINE, PVC SDR 21, CLASS 200BE SIZE AS NOTED ON DRAWING
- IRRIGATION LATERAL PIPE, PVC SDR 21, CLASS 200BE
- SCHEDULE 40 PVC SLEEVE - SIZE AS NOTED ON DRAWING

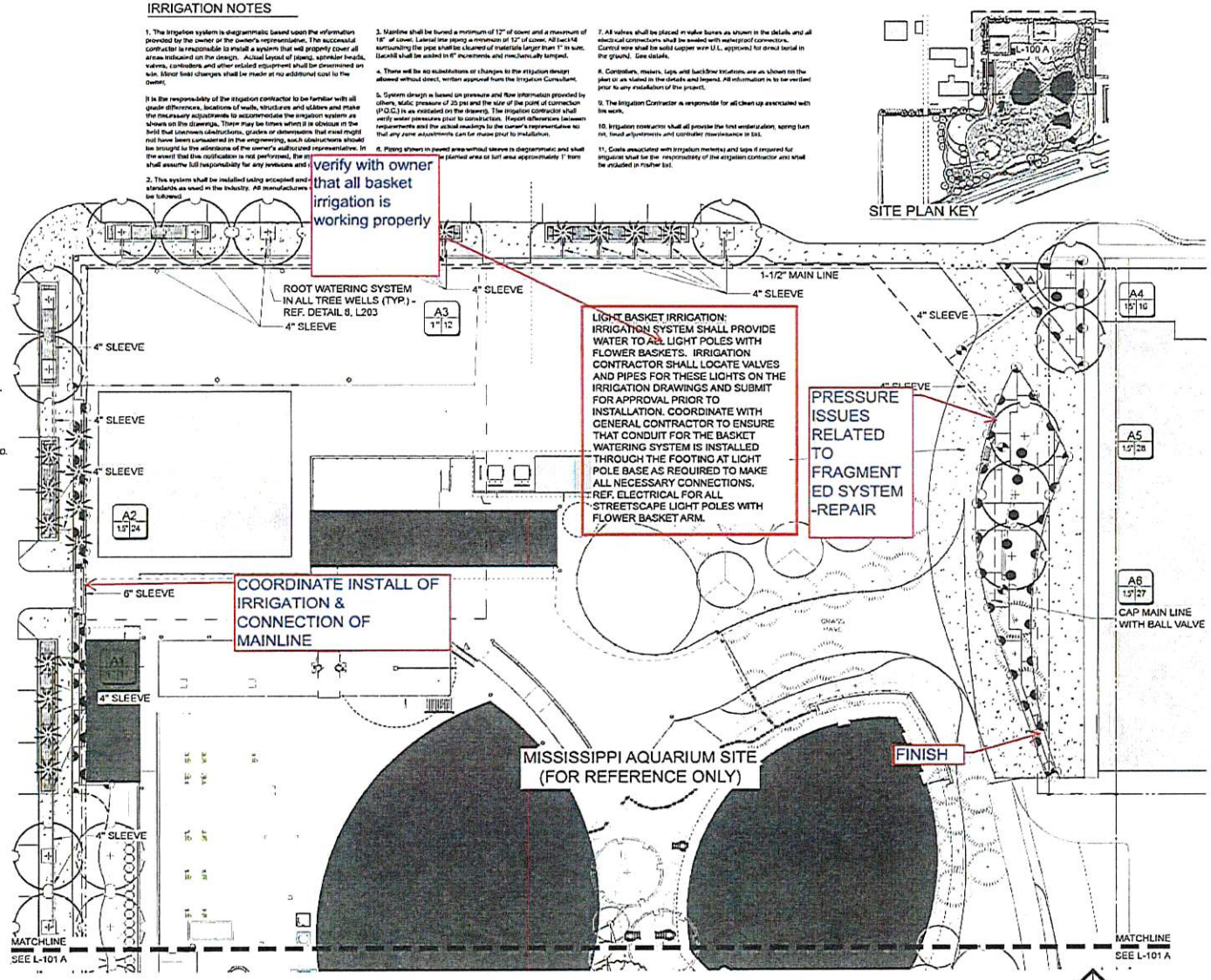
PIPE SIZING CHART.

CONTRACTOR TO SIZE EACH CIRCUIT/STATION LATERAL PIPING USING THE FOLLOWING

PIPE SIZE	MAX. GPM'S
1/2"	6
3/4"	10
1"	16
1 1/4"	26
1 1/2"	35
2"	55
3"	120

A3 — CIRCUIT/STATION NUMBER; 1.5" — SIZE OF ELECTRIC REMOTE CONTROL VALVE; 35 — TOTAL GPM'S FOR CIRCUIT/STATION

EACH CIRCUIT/STATION SHOWN HEREIN HAS THE NUMBER OF GPM'S NOTED FOR THAT CIRCUIT/STATION. EACH CIRCUIT/STATION IS DESIGNED BASED ON 30-35PSI AT THE VALVE.



A IRRIGATION PLAN
SCALE: 1" = 20'

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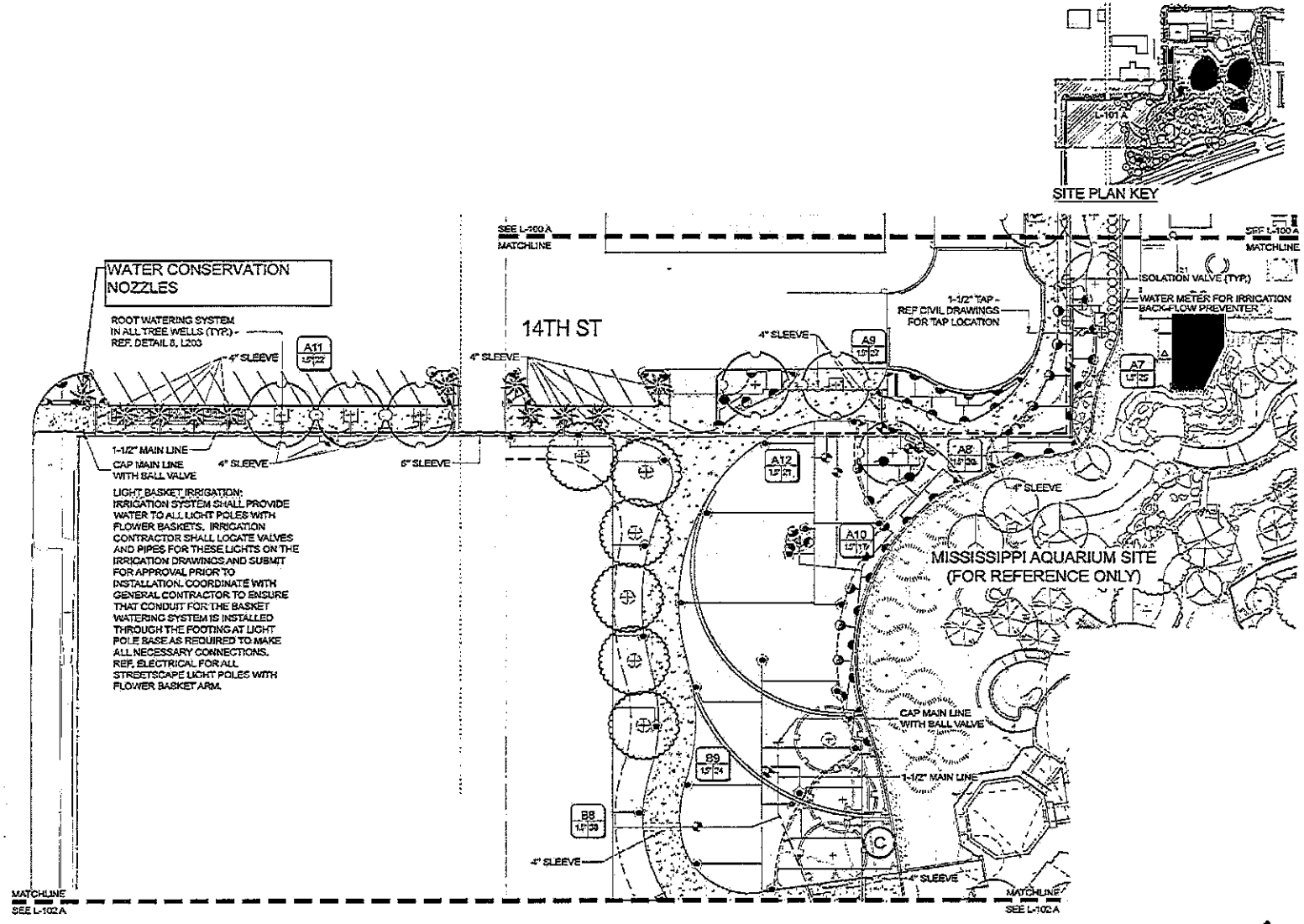
NO	DATE	BY

DOWNTOWN STREETSCAPE IMPROVEMENTS PROJECT - PHASE III
CITY OF GULFPORT, MISSISSIPPI
IRRIGATION PLAN

CAD	CHP
LA	CHP
DATE	1/30/2018
SCALE	SHOWN
BMA#	17-3544A
FILE	3544A3544GTE

SHEET L-200



A IRRIGATION PLAN
SCALE 1" = 20'

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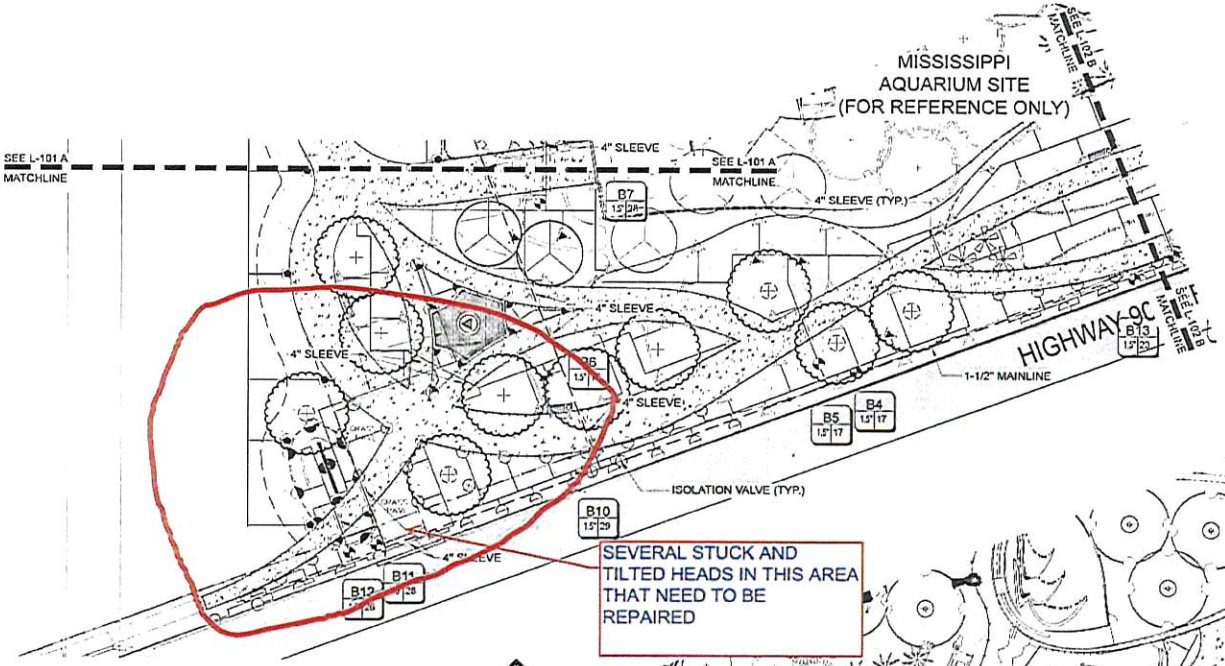
CONSULTING ENGINEERS

REV	DATE	BY

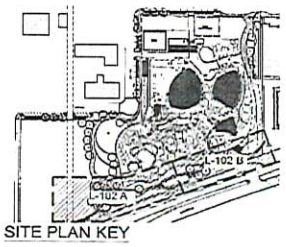
DOWNTOWN STREETSCAPE IMPROVEMENTS PROJECT - PHASE III
CITY OF GULFPORT, MISSISSIPPI
IRRIGATION PLAN

DATE 1/09/2018
SCALE SHOWN
DRAWN 17-3344A
FILE 1334N3344010

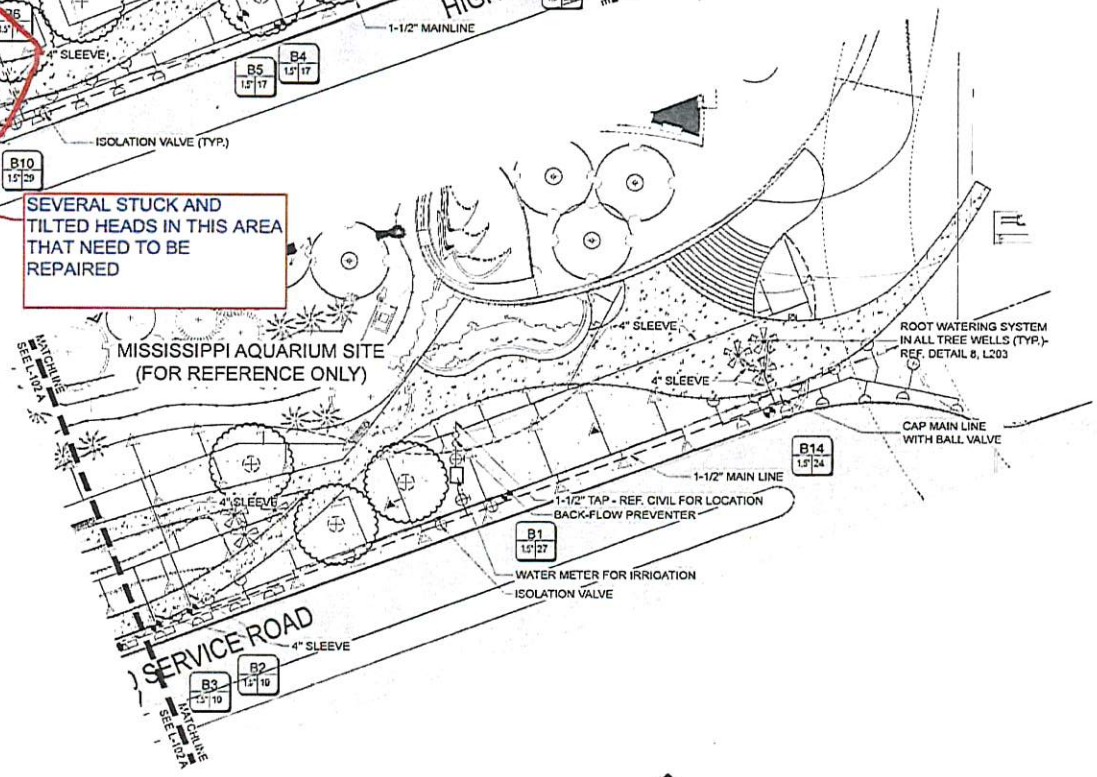
SHEET L-201



A IRRIGATION PLAN
SCALE: 1" = 20'



SITE PLAN KEY



B IRRIGATION PLAN
SCALE: 1" = 20'

LIGHT BASKET IRRIGATION: IRRIGATION SYSTEM SHALL PROVIDE WATER TO ALL LIGHT POLES WITH FLOWER BASKETS. IRRIGATION CONTRACTOR SHALL LOCATE VALVES AND PIPES FOR THESE LIGHTS ON THE IRRIGATION DRAWINGS AND SUBMIT FOR APPROVAL PRIOR TO INSTALLATION. COORDINATE WITH GENERAL CONTRACTOR TO ENSURE THAT CONDUIT FOR THE BASKET WATERING SYSTEM IS INSTALLED THROUGH THE FOOTING AT LIGHT POLE BASE AS REQUIRED TO MAKE ALL NECESSARY CONNECTIONS. REF. ELECTRICAL FOR ALL STREETSCAPE LIGHT POLES WITH FLOWER BASKET ARM.

IRRIGATION PAY ITEM NOTE: IRRIGATION TAP, METER, BACK-FLOW PREVENTER, ISOLATION VALVES, MAIN LINE, AND ZONES B6-B12 ARE INCLUDED IN THE BASE BID. HEADS, VALVES, AND LATERAL LINES FOR ZONES B1-B5, B13 AND B14 ARE IN AQUARIUM BREAKOUT.

CHRISTIANPREUS Landscape Architecture

CELEBRATING 50 YEARS

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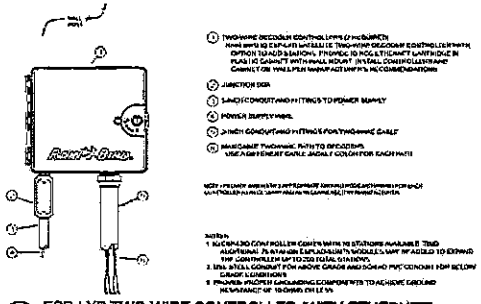
CONSULTING ENGINEERS

REV DATE BY

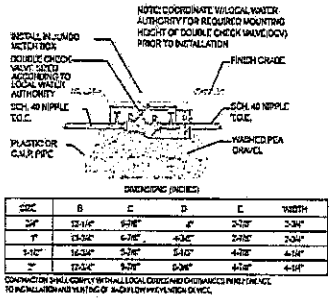
DOWNTOWN STREETSCAPE
IMPROVEMENTS PROJECT - PHASE III
CITY OF GULFPORT, MISSISSIPPI
IRRIGATION PLAN

CAD QOF
LA CHP
DATE 1/30/2018
SCALE SHOWN
BMA# 17-3544A
FILE 3544A3544GIR

SHEET L-202



1 ESP-LXD TWO-WIRE CONTROLLER (WITH ETHERNET)
NOT TO SCALE

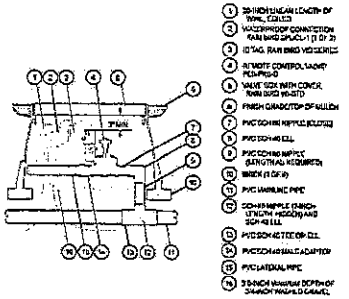


DIMENSIONS (INCHES)

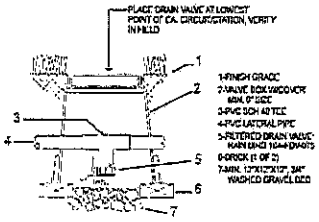
SIZE	B	C	D	E	WIDTH
3/4"	12-1/4"	6-7/8"	4"	2-7/8"	2-3/4"
1"	13-3/4"	6-7/8"	4-3/4"	2-7/8"	2-3/4"
1-1/2"	16-3/4"	5-7/8"	5-1/2"	4-1/2"	4-1/4"
2"	17-3/4"	6-7/8"	5-3/4"	4-7/8"	4-1/4"

CONTRACTOR SHALL COMPLY WITH ALL LOCAL DIRECTIONS AND CHANGES IN REFERENCE TO INSTALLATION AND TESTING OF BACKFLOW PREVENTION DEVICE.

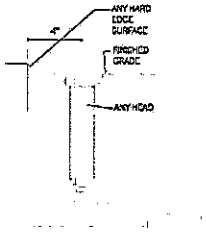
2 DOUBLE CHECK VALVE
NOT TO SCALE



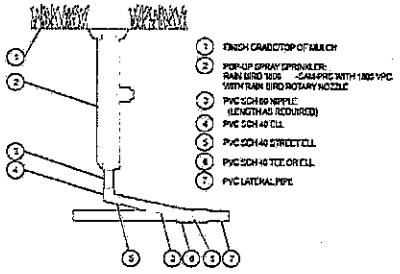
3 PEB-PRS-D ELECTRIC REMOTE CONTROL VALVE
NOT TO SCALE



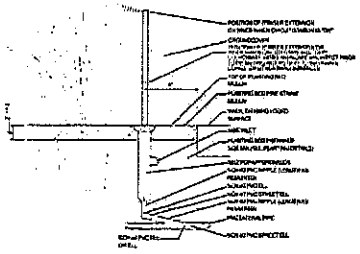
4 DRAIN VALVE
NOT TO SCALE



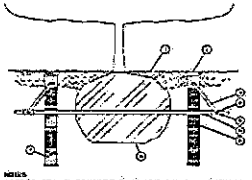
5 ANY HEAD
NOT TO SCALE



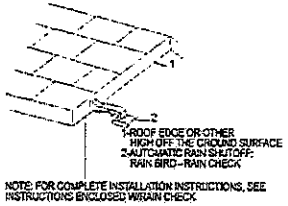
6 1806 HEAD IN LAWN
NOT TO SCALE



7 1812 W/ 6" RISER EXTENSION IN PLANTING BED
NOT TO SCALE



8 ROOT WATERING SYSTEM IN TREE WELL
NOT TO SCALE



NOTE: FOR COMPLETE INSTALLATION INSTRUCTIONS, SEE INSTRUCTIONS ENCLOSED W/RAIN CHECK

9 AUTOMATIC RAIN SHUT-OFF
NOT TO SCALE

CHRISTIANPREUS
Landscape Architecture

BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS

REV	DATE	BY

DOWNTOWN STREETSCAPE
IMPROVEMENTS PROJECT - PHASE III
CITY OF GULFPORT, MISSISSIPPI
IRRIGATION DETAILS

SCALE SHOWN
DATE 1/30/2018
DRAWN 17-2544MA
FILE 1254MA2544PE

SHEET
L-203

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 _____, 2020, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE FULL AND FINAL SETTLEMENT FOR CONSTRUCTION AND ENGINEERING ON THE SHIP ISLAND FERRY BOAT TERMINAL FACILITY IMPROVEMENTS PROJECT (PAVILION AND PIER), TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF GULFPORT, AND FOR RELATED PURPOSES

WHEREAS, pursuant to authority granted by the City Council, the City of Gulfport contracted with J. E. Borries, Inc. for construction services and with Brown, Mitchell, and Alexander, Inc., for engineering services in relation to the Ship Island Ferry Boat Terminal Facility Improvements Project; and

WHEREAS, in order to close out the Ship Island Ferry Boat Terminal Facility Improvements Project and ensure that final payments are made to the aforementioned contractor and engineering firm, a Full and Final Settlement, in substantially the form as attached as Exhibit "A", is required to be executed by the City authorizing the final payments; and

WHEREAS, approval of the Full and Final Settlement, contingent on the approval of the Mississippi Department of Transportation, is believed to be in the best interest of the City.

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 Full and Final Settlement in connection with the Ship Island Ferry Boat Terminal Facility Improvements Project, be and the same is hereby approved in

substantially the form as is found in Exhibit "A" to this resolution, contingent on the approval of the Mississippi Department of Transportation, and the Mayor be and he is hereby, authorized to execute the same on behalf of the City of Gulfport.

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

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

AYES	**NAYS**	**ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2020.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT**

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2020.

_____

MAYOR

Memorandum – City of Gulfport

To: Connie Debenport, Purchasing

CC: Mayor Billy Hewes | Dr. John Kelly, CAO

Wayne Miller, P.E., Public Works | Gerard Bellocq, Finance

From: Kris Riemann, P.E. RKR

Date: 5/4/20

Re: **Recommendation to Approve Full and Final Settlement with Mississippi Department of Transportation for Construction and Engineering**

- J. E. Borries, Inc. (Construction)

- Brown, Mitchell, and Alexander, Inc. (Engineering)

- Ship Island Ferry Terminal (Pavilion and Pier)

- FBD-0200-00(020)LPA/104143-301000

Attached for your consideration is Full and Final Settlement Agreement for Construction and Engineering with J.E. Borries, Inc. (Construction at -$3,662.16) and Brown, Mitchell, and Alexander, Inc. (Engineering at $850.05) for the referenced project in the total amount of $2,812.11. This agreement is required to complete the close out of the project.

This project shall consist essentially of the following: Removing and replacing the existing pier and pilings, construction of a new terminal pavilion and site infrastructure improvements.

No additional funds are needed. This project is funded through a Federal Transportation Grant. The majority share of 80% will be paid by Federal Highway Administration/ Mississippi Department of Transportation funds through Gulf Regional Planning Commission. The City's share will be 20% of the total cost.

I recommend approval, contingent on the approval of the Mississippi Department of Transportation. Please place this item on the May 19, 2020 Council Agenda.

Attachments

1. Lee Frederick, P.E. letter dated February 5, 2020
2. Full and Final Settlement documents

Melinda L. McGrath
Executive Director

P. O. Box 1850
Jackson, MS 39215-1850
Telephone (601) 359-7249
FAX (601) 359-7050
GoMDOT.com

MDOT
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Brian D. Ratliff
Deputy Executive Director/Chief Engineer
Lisa M. Hancock
Deputy Executive Director/Administration
Willie Huff
Director, Office of Enforcement
Charles R. Carr
Director, Office of Intermodal Planning

RECEIVED 2/19

February 5, 2020

CITY OF GULFPORT
P.O. Box 1780
GULFPORT, MS 39502

Dear Mayor Hewes :

Based on the attached final estimate, the LPA owes **$2,812.11** to the Mississippi Department of Transportation.

FBD-0200-00(020)LPA/104143-301000	Harrison	CONST 7 ($3,662.16) ENG 21 $850.05

If you agree that this is the correct amount for Full and Final Settlement of all amounts due or claims under or arising out of the contract, please have an officer of your local public agency authorized with us to sign contracts to provide their signature and one witness signature below:

Signature of Authorized Officer	Signature of Witness
LPA Name	Date

Please return this completed document for further processing to one of the addresses below:

Lee Frederick, P.E.
P.O. Box 1850
Jackson, MS 39215-1850

Lee Frederick, P.E.
401 North West Street
MDOT Building, 3rd Floor
Jackson, MS 39201

Once we receive payment in the amount of **$2,812.11** accompanied with this letter, we will process the final estimate through our Financial Management Division.

If you have any questions, please contact me at 601-359-7675.

Sincerely,

Lee Frederick, P.E.
State Engineer for Local Public Agencies

LF:dre

Attachment

FINAL

Final Statement of Work Completed

LPA-001 v 1.2
Revised Apr. 02, 2009

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
Contractor's Estimate - Recap Sheet

FBD-0200-00(020)/104143301
Printed: 09/04/2019 11:03 am

Vendor Number	3100023357 0	Completion Date	00/00/0000
Contract ID	LFBD020000020	Time Units / Days to be Allowed	100.00
In Account With	City of Gulfport P.O. Box 1780, Gulfport, MS, 39502		
FMS Contract Number	OG00001139		
Estimate Number	0007 FINAL	Period	09/27/2018 Thru

Project County: HARRISON (24)	Current Period		Previous Estimate	Total Allowed to Date	
Project Number: 104143301000 [FBD-0200-00(020)/104143301]					
Total Cost (Participating)	($4,554.10)	~~$-4,572.60~~	$1,290,917.00	$1,286,362.90	~~$1,286,344.40~~
Total Cost	($4,554.10)	~~$-4,572.60~~	$1,290,917.00	$1,286,362.90	~~$1,286,344.40~~
Liquidated Damages (Participating)		$0.00	$-7,470.00		$-7,470.00
Project Total	($4,554.10)	~~$-4,572.60~~	$1,283,447.00	$1,278,892.90	~~$1,278,874.40~~
% Matching Funds Deduction for LPA 20.00000 %	($910.82)	~~($-914.52)~~	($256,689.40)	($255,778.58)	~~($255,774.88)~~
Total Net Amount Owed to LPA	($3,643.28)	~~$-3,658.08~~	$1,026,757.60	$1,023,114.32	~~$1,023,099.52~~
Total Contract Net Work Due	($3,643.28)	~~$-3,658.08~~	$1,026,757.60	$1,023,114.32	~~$1,023,099.52~~
Time Units / Days Used		0.000000	132.500000		132.500000
Contract % Complete (Dollars)		-0.35 %	99.99 %		99.64 %
Contract % Elapsed Time		0.000000%	203.850000%		203.850000%

CONTRACTOR ADVANCE COPY

Quantities Checked
Original Signed
Smith, Ben J. (16-10)

Project Engineer

LPA Official:

Approved:
Chief Engineer by
Original Signed
Lee Frederick, P.E.

LPA Engineer

Completion Date: 00/00/0000
Calendar Days to be Allowed: 100.00
Total Contract Bid Amount: $1,294,853.00
Total Contract Current Amount: $1,290,978.00
Productive Days to be Allowed: 65.000000
Total Productive Days Assessed: 132.500000
Contract % Elapsed Time (Productive Days): 203.850000%
Progress of Project: 99.640000%

CONTRACTOR ADVANCE COPY

MDOT Testing $94.44 @ 20%	($18.88)	0	($18.88)
Total Net Amt. owed to the LPA	($3,662.16)	$1,026,757.60	$1,023,095.44

LPA-001 v 1.2
Revised Apr. 02, 2009

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
Contractor's Estimate - Recap Sheet

FBD-0200-00(020)/104143301
Printed: 12/03/2019 12:35 am

Vendor Number	3100023357 0	Completion Date	00/00/0000
Contract ID	LFBD020000020	Time Units / Days to be Allowed	100.00
In Account With	City of Gulfport P.O. Box 1780, Gulfport, MS, 39502		
FMS Contract Number	OG00001139		
Estimate Number	0007 FINAL	Period	09/27/2018 Thru

Project County: HARRISON (24)	Current Period	Previous Estimate	Total Allowed to Date
Project Number: 104143301000 [FBD-0200-00(020)/104143301]			
Total Cost (Participating)	$-4,554.10	$1,290,917.00	$1,286,362.90
Total Cost	$-4,554.10	$1,290,917.00	$1,286,362.90
Liquidated Damages (Participating)	$0.00	$-7,470.00	$-7,470.00
Project Total	$-4,554.10	$1,283,447.00	$1,278,892.90
% Matching Funds Deduction for LPA 20.00000 %	($-910.82)	($256,689.40)	($255,778.58)
Total Net Amount Owed to LPA	$-3,643.28	$1,026,757.60	$1,023,114.32
Total Contract Net Work Due	$-3,643.28	$1,026,757.60	$1,023,114.32
Time Units / Days Used	0.000000	132.500000	132.500000
Contract % Complete (Dollars)	-0.36 %	101.27 %	100.91 %
Contract % Elapsed Time	0.000000%	203.850000%	203.850000%

Quantities Checked
Original Signed
Smith, Ben J. (16-10) Project Engineer

LPA Official:

Approved:
Chief Engineer by
Original Signed LPA Engineer
Lee Frederick, P.E.

Completion Date: 00/00/0000
Calendar Days to be Allowed: 100.00
Total Contract Bid Amount: $1,294,853.00
Total Contract Current Amount: $1,274,718.90
Productive Days to be Allowed: 65.000000
Total Productive Days Assessed: 132.500000
Contract % Elapsed Time (Productive Days): 203.850000%
Progress of Project: 100.910000%

CAD002 v 1.6
Revised Oct. 10, 2008

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
Contractor's Estimate - Detail Sheet

FBD-0200-00(020)/104143301
Printed: 12/03/2019

Vendor Number	3100023357 0	Date Let	11/07/2017	MPC	Not Found
Contract ID	LFBD020000020	Award Date	12/22/2017		
In Account With	City of Gulfport P.O. Box 1780, Gulfport, MS, 39502				
Surety	Default Surety For LPA Contract				
FMS CC Number	OG00001139				
Estimate Number	0007 FINAL	Period	09/27/2018 Thru 09/11/2019		

Project Number	104143301000 | FBD-0200-00(020)/104143301 HARRISON (24)	Category	Roadway

	Line No	Item Number	AC	Item	Total Quantities			Unit	Unit Price	Amount	
					Final Adjusted Contract Qty	Current	Allowed-to-Date			Current	Allowed-to-Date
1	0010	202-A001		Removal of Obstructions	1.000	0.000	1.000	LS	4,000.00	0.00	4,000.00
1	0020	202-B188		Removal of Pavement, All Types and Depths	400.000	0.000	400.000	SY	30.00	0.00	12,000.00
1	0030	203-EX040	E	Borrow Excavation, AH, LVM, Class B9	110.000	0.000	110.000	CY	20.00	0.00	2,200.00
1	0040	211-B001	E	Topsoil for Slope Treatment, Contractor Furnished	0.000	0.000	0.000	CY	20.00	0.00	0.00
1	0050	216-B001		Solid Sodding, Bermuda	520.000	0.000	520.000	SY	10.00	0.00	5,200.00
1	0060	234-A001		Temporary Silt Fence	400.000	0.000	400.000	LF	4.00	0.00	1,600.00
1	0070	608-A001	S	Concrete Sidewalk, Without Reinforcement	113.000	0.000	113.000	SY	70.00	0.00	7,910.00
1	0080	614-A003	S	Concrete Driveway, Without Reinforcement, 6-inch Thickness	242.000	0.000	242.000	SY	90.00	0.00	21,780.00
1	0110	820-D001	S	Treated Timber Piling	3,705.000	0.000	3,705.000	LF	25.00	0.00	92,625.00
1	0120	907-242-A001		Construction of Terminal Pavilion	0.979	-0.021	0.979	LS	774,243.00	-16,259.10	757,983.90
1	0130	907-242-B001		Construction of Pier Storage Structure	1.000	0.000	1.000	LS	20,000.00	0.00	20,000.00
1	0140	907-242-B001		Construction of Pump House Building	1.000	0.000	1.000	LS	12,500.00	0.00	12,500.00
1	0150	L00013 907-242-C500		Removal of Existing Pier and Pilings (907-242-C500)	1.000	0.000	1.000	LS	22,000.00	0.00	22,000.00
1	0160	907-242-PP001		Construction of Water & Sewer Improvements, Per Plans	1.000	0.000	1.000	LS	43,000.00	0.00	43,000.00
1	0170	907-242-PP001		Construction of Treated Timber Pier, Per Plans	1.000	0.000	1.000	LS	139,500.00	0.00	139,500.00
1	0180	907-242-PP002		Installation of Pier Lighting and Electrical System, Per Plans	1.000	0.000	1.000	LS	84,000.00	0.00	84,000.00
1	0190	907-242-PP003		Installation of 12" HDPE Drainage Structures	2.000	0.000	2.000	EA	500.00	0.00	1,000.00
1	0200	907-262-A002	S	8" PVC Pipe	65.000	0.000	65.000	LF	100.00	0.00	6,500.00
1	0210	907-619-S001		Construction Safety Fence	185.000	0.000	185.000	LF	12.00	0.00	2,220.00
1	0220	907-242-A002		Installation of Owner Furnished Hand Rail	370.000	0.000	370.000	LF	10.00	0.00	3,700.00

	Line No	Item Number	AC	Item	Total Quantities			Unit	Unit Price	Amount	
					Final Adjusted Contract Qty	Current	Allowed-to-Date			Current	Allowed-to-Date
1	8010	104-A001		Minor Alterations to the Contract Marine Grade Electrical Panel Enclosure Upgrade	0.000	1.000	1.000	LS	11,044.00	11,044.00	11,044.00
1	8020	104-A001		Minor Alterations to the Contract Handrail ADA Improvements	0.000	1.000	1.000	LS	250.00	250.00	250.00
1	8030	104-A001		Minor Alterations to the Contract Stairway ADA Improvements	0.000	1.000	1.000	LS	350.00	350.00	350.00
									Total Roadway Items	**-4,615.10**	**1,251,362.90**
									Total Participating Direct Items	**-4,615.10**	**1,251,362.90**
									Total Non-Participating Direct Items	**0.00**	**0.00**
Total Direct Items on Contract = 1,239,718.90									**Total Direct Items**	**-4,615.10**	**1,251,362.90**

Dependent Items

Part	Line No	Item Number	AC	Item	Total Quantities			Unit	Unit Price	Amount	
					Contract Qty	Current	Allowed-to-Date			Current	Allowed-to-Date
1	0090	620-A001		Mobilization	1.000000	0.0000	1.0000	LS	30,000.00	0.00	30,000.00
1	0100	699-A001		Roadway Construction Stakes	1.000000	0.0122	1.0000	LS	5,000.00	61.00	5,000.00
									Total Participating Dependent Items	**61.00**	**35,000.00**
									Total Non-Participating Dependent Items	**0.00**	**0.00**
									Total Dependent Items	**61.00**	**35,000.00**
									Total Project Participating Construction Items	**-4,554.10**	**1,286,362.90**
									Total Project Non-Participating Construction Items	**0.00**	**0.00**
									Total Project Construction Items	**-4,554.10**	**1,286,362.90**

Stockpiled Material Adjustments

	Line No	Item Number	Item Description	Adjustment Description	Current	Allowed-to-Date
				Total Participating Stockpiled Material Adjustments	**0.00**	**0.00**
				Total Participating Costs (on CAD001)	**-4,554.10**	**1,286,362.90**
				Total Non-Participating Costs (on CAD001)	**0.00**	**0.00**
Project: 104143301000 | FBD-0200-00(020)/104143301				**Total Costs (on CAD001)**	**-4,554.10**	**1,286,362.90**

Fuel And Material Adjustments

	Line No	Item Number	Item Description	Adjustment Description	Price Difference	Current	Allowed-to-Date
					Total Participating Fuel And Material Adjustments	**0.00**	**0.00**
					Total Non-Participating Fuel And Material Adjustments	**0.00**	**0.00**
					Total Fuel And Material Adjustments	**0.00**	**0.00**

Estimate Level Adjustments (on CAD001)			
Description	**Remarks**	**Current**	**Allowed-to-Date**
System Application of Liqd. Dam. Adj.		0.00	-7,470.00
	Total Participating Estimate Level Adjustments (on CAD001)	**0.00**	**-7,470.00**
	Total Non-Participating Estimate Level Adjustments (on CAD001)	**0.00**	**0.00**
	Total Estimate Level Adjustments (on CAD001)	**0.00**	**-7,470.00**
Total Construction Cost on Contract = 1,274,718.90	**Total Contract Net Work Due (on CAD001)**	**-4,554.10**	**1,278,892.90**

CAD002 v 1.6

Revised Oct. 10, 2008

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Contractor's Estimate - Detail Sheet

FBD-0200-00(020)/104143301

Printed: 09/04/2019

Vendor Number	3100023357 0	Date Let	11/07/2017	MPC	Not Found
Contract ID	LFBD020000020	Award Date	12/22/2017		
In Account With	City of Gulfport P.O. Box 1780, Gulfport, MS, 39502				
Surety	Default Surety For LPA Contract				
FMS CC Number	OG00001139				
Estimate Number	0007 FINAL	Period	09/27/2018 Thru 09/04/2019		

Project Number	104143301000 | FBD-0200-00(020)/104143301 HARRISON (24)	Category	Roadway

	Line No	Item Number	AC	Item	Total Quantities			Unit	Unit Price	Amount	
					Final Adjusted Contract Qty	Current	Allowed-to-Date			Current	Allowed-to-Date
1	0010	202-A001		Removal of Obstructions	1.000	0.000	1.000	LS	4,000.00	0.00	4,000.00
1	0020	202-B188		Removal of Pavement, All Types and Depths	400.000	0.000	400.000	SY	30.00	0.00	12,000.00
1	0030	203-EX040	E	Borrow Excavation, AH, LVM, Class B9	110.000	0.000	110.000	CY	20.00	0.00	2,200.00
1	0040	211-B001	E	Topsoil for Slope Treatment, Contractor Furnished	0.000	0.000	0.000	CY	20.00	0.00	0.00
1	0050	216-B001		Solid Sodding, Bermuda	520.000	0.000	520.000	SY	10.00	0.00	5,200.00
1	0060	234-A001		Temporary Silt Fence	400.000	0.000	400.000	LF	4.00	0.00	1,600.00
1	0070	608-A001	S	Concrete Sidewalk, Without Reinforcement	113.000	0.000	113.000	SY	70.00	0.00	7,910.00
1	0080	614-A003	S	Concrete Driveway, Without Reinforcement, 6-inch Thickness	242.000	0.000	242.000	SY	90.00	0.00	21,780.00
1	0110	820-D001	S	Treated Timber Piling	3,705.000	0.000	3,705.000	LF	25.00	0.00	92,625.00
1	0120	907-242-A001		Construction of Terminal Pavilion	1.000	-0.021	0.979	LS	774,243.00	-16,259.10	757,983.90
1	0130	907-242-B001		Construction of Pier Storage Structure	1.000	0.000	1.000	LS	20,000.00	0.00	20,000.00
1	0140	907-242-B001		Construction of Pump House Building	1.000	0.000	1.000	LS	12,500.00	0.00	12,500.00
1	0150	L00013 907-242-C500		Removal of Existing Pier and Pilings (907-242-C500)	1.000	0.000	1.000	LS	22,000.00	0.00	22,000.00
1	0160	907-242-PP001		Construction of Water & Sewer Improvements, Per Plans	1.000	0.000	1.000	LS	43,000.00	0.00	43,000.00
1	0170	907-242-PP001		Construction of Treated Timber Pier, Per Plans	1.000	0.000	1.000	LS	139,500.00	0.00	139,500.00
1	0180	907-242-PP002		Installation of Pier Lighting and Electrical System, Per Plans	1.000	0.000	1.000	LS	84,000.00	0.00	84,000.00
1	0190	907-242-PP003		Installation of 12" HDPE Drainage Structures	2.000	0.000	2.000	EA	500.00	0.00	1,000.00
1	0200	907-262-A002	S	8" PVC Pipe	65.000	0.000	65.000	LF	100.00	0.00	6,500.00
1	0210	907-619-S001		Construction Safety Fence	185.000	0.000	185.000	LF	12.00	0.00	2,220.00
1	0220	907-242-A002		Installation of Owner Furnished Hand Rail	370.000	0.000	370.000	LF	10.00	0.00	3,700.00

	Line No	Item Number	AC	Item	Total Quantities			Unit	Unit Price	Amount	
					Final Adjusted Contract Qty	Current	Allowed-to-Date			Current	Allowed-to-Date
1	8010	104-A001		Minor Alterations to the Contract Marine Grade Electrical Panel Enclosure Upgrade	0.000	1.000	1.000	LS	11,044.00	11,044.00	11,044.00
1	8020	104-A001		Minor Alterations to the Contract Handrail ADA Improvements	0.000	1.000	1.000	LS	250.00	250.00	250.00
1	8030	104-A001		Minor Alterations to the Contract Stairway ADA Improvements	0.000	1.000	1.000	LS	350.00	350.00	350.00
									Total Roadway Items	**-4,615.10**	**1,251,362.90**
									Total Participating Direct Items	**-4,615.10**	**1,251,362.90**
									Total Non-Participating Direct Items	**0.00**	**0.00**
Total Direct Items on Contract = 1,255,978.00									**Total Direct Items**	**-4,615.10**	**1,251,362.90**

Dependent Items

Part	Line No	Item Number	AC	Item	Total Quantities			Unit	Unit Price	Amount	
					Contract Qty	Current	Allowed-to-Date			Current	Allowed-to-Date
1	0090	620-A001		Mobilization	1.000000	0.0000	1.0000	LS	30,000.00	0.00	30,000.00
1	0100	699-A001		Roadway Construction Stakes	1.000000	0.0085	0.9963	LS	5,000.00	42.50	4,981.50
									Total Participating Dependent Items	**42.50**	**34,981.50**
									Total Non-Participating Dependent Items	**0.00**	**0.00**
									Total Dependent Items	**42.50**	**34,981.50**
									Total Project Participating Construction Items	**-4,572.60**	**1,286,344.40**
									Total Project Non-Participating Construction Items	**0.00**	**0.00**
									Total Project Construction Items	**-4,572.60**	**1,286,344.40**

Stockpiled Material Adjustments

	Line No	Item Number	Item Description	Adjustment Description	Current	Allowed-to-Date
				Total Participating Stockpiled Material Adjustments	**0.00**	**0.00**
				Total Participating Costs (on CAD001)	**-4,572.60**	**1,286,344.40**
				Total Non-Participating Costs (on CAD001)	**0.00**	**0.00**
Project: 104143301000 | FBD-0200-00(020)/104143301				**Total Costs (on CAD001)**	**-4,572.60**	**1,286,344.40**

Fuel And Material Adjustments

	Line No	Item Number	Item Description	Adjustment Description	Price Difference	Current	Allowed-to-Date
					Total Participating Fuel And Material Adjustments	**0.00**	**0.00**
					Total Non-Participating Fuel And Material Adjustments	**0.00**	**0.00**
					Total Fuel And Material Adjustments	**0.00**	**0.00**

Estimate Level Adjustments (on CAD001)			
Description	**Remarks**	**Current**	**Allowed-to-Date**
System Application of Liqd. Dam. Adj.		0.00	-7,470.00
	Total Participating Estimate Level Adjustments (on CAD001)	**0.00**	**-7,470.00**
	Total Non-Participating Estimate Level Adjustments (on CAD001)	**0.00**	**0.00**
	Total Estimate Level Adjustments (on CAD001)	**0.00**	**-7,470.00**
Total Construction Cost on Contract = 1,290,978.00	**Total Contract Net Work Due (on CAD001)**	**-4,572.60**	**1,278,874.40**

Mississippi Department of Transportation

Final Report
of
Project Engineer

Contract Number: LFBD020000020

County: HARRISON (24)

[ ]Original [ ] Copy

Quantities Checked

Date: _____

By: _____
C.A.D. Final Plans

Bridge(s) Checked

Date: _____

By: _____
Bridge Division

RECEIVED

Date: _____

MDOT C.A.D. 74-01

Contractor: City of Gulfport

Project Engineer: Smith, Ben J. (16-10)

Mississippi Department of Transportation

Date: 12/03/2019

Contract # LFBD020000020

CSD-200 (Over Run / Under Run Statement)

Project # 104143301000

County HARRISON (24)

Line Item #	Pay Item #	Fuel Code	Item Description	Original	Adjustments	Final	Qty Paid to Date	Unit	Unit Price	Diff. in Quantity w/ Adjustments	Amount (Over Run / Under Run from Original)
Roadway											

0010	202-A001		Removal of Obstructions	1.000	0.000	1.000	1.00 LS	4,000.00	0.000	0.000
0020	202-B188		Removal of Pavement, All Types and Depths	400.000	0.000	400.000	400.00 SY	30.00	0.000	0.000
0030	203-EX040	E	Borrow Excavation, AH, LVM, Class B9 **	490.000	-380.000	110.000	110.00 CY	20.00	0.000	0.000 **
0040	211-B001	E	Topsoil for Slope Treatment, Contractor Furnished **	108.000	-108.000	0.000	0.00 CY	20.00	0.000	0.000 **
0050	216-B001		Solid Sodding, Bermuda	520.000	0.000	520.000	520.00 SY	10.00	0.000	0.000
0060	234-A001		Temporary Silt Fence **	480.000	-80.000	400.000	400.00 LF	4.00	0.000	0.000 **
0070	608-A001	S	Concrete Sidewalk, Without Reinforcement	113.000	0.000	113.000	113.00 SY	70.00	0.000	0.000
0080	614-A003	S	Concrete Driveway, Without Reinforcement, 6-inch Thickness	242.000	0.000	242.000	242.00 SY	90.00	0.000	0.000
0110	820-D001	S	Treated Timber Piling	3,460.000	245.000	3,705.000	3,705.00 LF	25.00	0.000	0.000
0120	907-242-A001		Construction of Terminal Pavilion **	1.000	-0.021	0.979	0.97 LS	774,243.00	0.000	0.000 **
0130	907-242-B001		Construction of Pier Storage Structure	1.000	0.000	1.000	1.00 LS	20,000.00	0.000	0.000
0140	907-242-B001		Construction of Pump House Building	1.000	0.000	1.000	1.00 LS	12,500.00	0.000	0.000
0150	L00013		Removal of Existing Pier and Pilings (907-242-C500)	1.000	0.000	1.000	1.00 LS	22,000.00	0.000	0.000
0160	907-242-PP001		Construction of Water & Sewer Improvements, Per Plans	1.000	0.000	1.000	1.00 LS	43,000.00	0.000	0.000

0170	907-242-PP001		Construction of Treated Timber Pier, Per Plans	1.000	0.000	1.000	1.00 LS	139,500.00	0.000	0.000
0180	907-242-PP002		Installation of Pier Lighting and Electrical System, Per Plans	1.000	0.000	1.000	1.00 LS	84,000.00	0.000	0.000
0190	907-242-PP003		Installation of 12" HDPE Drainage Structures	2.000	0.000	2.000	2.00 EA	500.00	0.000	0.000
0200	907-262-A002	S	8" PVC Pipe	60.000	5.000	65.000	65.00 LF	100.00	0.000	0.000
0210	907-619-S001		Construction Safety Fence **	220.000	-35.000	185.000	185.00 LF	12.00	0.000	0.000 **
0220	907-242-A002		Installation of Owner Furnished Hand Rail	370.000	0.000	370.000	370.00 LF	10.00	0.000	0.000
8010	104-A001		Minor Alterations to the Contract Marine Grade Electrical Panel Enclosure Upgrade **	0.000	0.000	1.000	1.00 LS	11,044.00	1.000	11,044.000 **
8020	104-A001		Minor Alterations to the Contract Handrail ADA Improvements **	0.000	0.000	1.000	1.00 LS	250.00	1.000	250.000 **
8030	104-A001		Minor Alterations to the Contract Stairway ADA Improvements **	0.000	0.000	1.000	1.00 LS	350.00	1.000	350.000 **

TOTAL ORIGINAL = 1,259,853.00 TOTAL FINAL COST = 1,251,362.89 TOTAL OVERRUN / UNDER RUN = 11,644.000

		Dependent Items						
0100	699-A001	Roadway Construction Stakes	1.00	0.00	1.00	1.00 UNIT		5,000.00
0090	620-A001	Mobilization	1.00	0.00	1.00	1.00 UNIT		30,000.00

TOTAL ORIGINAL PROJECT ITEM COST = 2,546,215.89 TOTAL FINAL COST = 1,286,362.89

TOTAL FINAL PROJECT ITEM CONSTRUCTION COST = 1,286,362.89	TOTAL OVERRUN / UNDER RUN FOR CONSTRUCTION = 11,644.000
TOTAL FINAL CONTRACT ITEM CONSTRUCTION COST = 1,286,362.89	TOTAL CONTRACT OVERRUN / UNDER RUN FOR CONSTRUCTION = 11,644.000

** Asterisks will appear only when the Final Quantity is 10% greater / less (or $10,000 greater / less) than the Original Amount.**
** All explanations and QA # will appear only for all pay items with asterisks assigned to them.
** All newly added Supplemental Agreements pay items will have an asterisk and the Supplemental Agreement number added below

CAD-724cg
Rev. 2/2018

LIQUIDATED DAMAGES STATEMENT FORM
LPA DIVISION, MDOT

STATEMENT OF DAILY CHARGES FOR LIQUIDATED DAMAGES
(FOR EACH CALENDAR DAY OF DELAY)

RECEIVED
OCT 30 2019
LPA DIVISION

PROJECT NO : FBD-0200-00(020)LPA/104143-301000
COUNTY : HARRISON

CONTRACTOR : J.E. BORRIES, INC.
ADDRESS : 16701 MS-57,VANCLEAVE, MS 39565
ORIGINAL CONTRACT TIME : 65 ☑ WORKING DAY ☐ CALENDAR DAY
ORIGINAL COMPLETION DATE

EXTENSION IN CONTRACT TIME
DUE TO INCREASE IN QUANTITIES : ☐ WORKING DAY ☐ CALENDAR DAY
EXTENSION IN CONTRACT TIME
BY SUPPLEMENTAL AGREEMENT APPROVED BY FHWA : 35 ☑ WORKING DAY ☐ CALENDAR DAY

REVISED TOTAL CONTRACT TIME: 100 ☑ WORKING DAY ☐ CALENDAR DAY
REVISED COMPLETION DATE : (COMPLETION DATE AS AMENDED)
Choose an item.: 8/31/18 (END DATE FOR DAMAGES TIME PERIOD)
OVERRUN IN CONTRACT TIME: 9 (CALENDAR DAYS)
NO. OF DAYS TO NOT CHARGE: 0 (CALENDAR DAYS)
REASON FOR DAYS NOT CHARGED:

NO. OF DAYS FOR DAMAGES: 9
ORIGINAL CONTRACT AMOUNT : $1,294,853.00
DAILY CHARGE: $830.00
TOTAL LIQUIDATED DAMAGES : $7,470.00

Project Engineer

Melinda L. McGrath
Executive Director

P. O. Box 1850
Jackson, MS 39215-1850
Telephone (601) 359-7001
FAX (601) 359-7110
GoMDOT.com

MDOT
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

James A. Williams, III
Deputy Executive Director/Chief Engineer
Lisa M. Hancock
Deputy Executive Director/Administration
Willie Huff
Director, Office of Enforcement
Charles R. Carr
Director, Office of Intermodal Planning

July 8, 2019

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

PROJECT: FBD-0200-00(020)LPA/104143
COUNTY: Harrison

Dear Mayor Hewes:

Reference is made to the agreement between the City of Gulfport and the Mississippi Department of Transportation for the construction of the captioned project.

An inspection of this project was made on October 12, 2018 by representatives of the Mississippi Department of Transportation, and the City of Gulfport.

It was determined that all work has been satisfactorily completed in reasonable close conformity with the plans and specifications, and it was agreed that the contractor should be relieved of maintenance thereafter, effective October 30, 2018.

Final acceptance is being deferred until all obligations imposed under the contract as well as all necessary remaining measurements and computations essential to the final estimate for final payment have been fulfilled.

Attached is a sample copy of a letter to the contractor releasing him from maintenance on the project. You will note that this does not constitute final acceptance until all test results have been evaluated and approved.

Sincerely,

MISSISSIPPI DEPT. OF TRANSPORTATION

GG:ky

pc:
LPA Engineer
Planning Engineer
Materials Engineer
Financial Management Director
Environmental Director
Director of Intermodal Planning
Programs Manager
District Engineer (Castleberry)
District LPA Engineer (Seyfarth)
Project Engineer (Seyfarth)
Central Records
Construction File
BMA Engineers

BY:

EARL GLENN, JR., P.E.
STATE CONSTRUCTION ENGINEER

APPROVED:

JAMES A. WILLIAMS, III, P.E.
DEPUTY EXECUTIVE DIRECTOR/CHIEF ENGINEER

for MELINDA L. MCGRATH, P.E.
EXECUTIVE DIRECTOR

Attachment:

Gulfport
MISSISSIPPI

OFFICE OF MAYOR

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

City Hall
2309 15th Street
Gulfport, MS 39501

July 18, 2019

J.E. Borries, Inc.
16701 Highway 57
Vancleave, MS 39565

RE: **FULL MAINTENANCE RELEASE**
Ship Island Ferry Boat Terminal Facility Improvements
PROJECT: FBD-0200-00(020)LPA/104143
COUNTY: Harrison

Dear Sir/Madam:

Reference is made to your contract with the City of Gulfport for the above captioned project.

Subject to the provisions and requirements of the contract, this is our formal notice that you are hereby conditionally released of further maintenance and public liability, on items of your contract in accordance with the contract, effective October 30, 2018.

Final acceptance is being deferred until all duties and obligations imposed under the contract have been fulfilled; except for necessary remaining measurements and computations essential to the final estimate, and for final payment.

As provided in the contract, in the event items of work are found to be deficient, or defective as evidenced by unsatisfactory test reports of materials incorporated into the work, you are to assume full responsibility for corrective measures, and are to reassume maintenance and public liability until such corrective measures are completed to the satisfaction of the Engineer.

Sincerely,

Billy Hewes
MAYOR , City of Gulfport

pc:
State LPA Engineer - MDOT
State Construction Engineer - MDOT 73-01
District Engineer - MDOT
District LPA Coordinator
Central Records - MDOT 89-01
BMA File Copy

AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

Bond # 1001093069

PROJECT: *(Name and address)* Ship Island Ferry Terminal (Pavilion and Pier)	ARCHITECT'S PROJECT NUMBER: FAP#FBD-0200-00(020)LPA/104143-301000 CONTRACT FOR: Construction	OWNER: ☐ ARCHITECT: ☐
TO OWNER: *(Name and address)* City of Gulfport P.O. Box 1780 Gulfport, MS 39502	CONTRACT DATED:	CONTRACTOR: ☐ SURETY: ☐ OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)
U.S. Specialty Insurance Company
13403 Northwest Freeway
Houston, TX 77040-6094
, SURETY,

on bond of
(Insert name and address of Contractor)
J. E. Borries, Inc.
16701 Highway 57
Vancleave, MS 39565
, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)
City of Gulfport
P.O. Box 1780
Gulfport, MS 39502
, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: October 8th, 2019
(Insert in writing the month followed by the numeric date and year.)

U.S. Specialty Insurance Company
(Surety)

Kathleen B. Scarborough
(Signature of authorized representative)

Kathleen B. Scarborough, Attorney-in-Fact
(Printed name and title)

Attest:
(Seal): Debbie Kenaway

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VOID VOID VOID VOID

TOKIO MARINE
HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jim E. Brashier, Troy P. Wagener, Loren Richard Howell, Jr., Dewey B. Mason, Kathleen B. Scarborough, Susan Skrmetta, John W. Nance

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** ******Unlimited****** Dollars (***Unlimited***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-In-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be It Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles

By: _____
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (seal)

SONIA O. CARREJO
Notary Public - California
Los Angeles County
Commission # 2139479
My Comm. Expires Apr 23, 2022

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this _____ day of _____, _____.

Corporate Seals

Bond No. _____

Agency No. 17033

_____
Kio Lo, Assistant Secretary

HCCSMANPOA05/2019

visit tmhcc.com/surety for more information

Gulfport
MISSISSIPPI

OFFICE OF MAYOR

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

City Hall
2309 15th Street
Gulfport, MS 39501

RECEIVED
OCT 30 2019
LPA DIVISION

September 29, 2019

J.E. Borries, Inc.
16701 Hwy 57
Vancleave, MS 39565

Dear Sir/Madam:

Based on the attached final estimate, we are prepared to issue final payment in the amount of (- **$4554.10**).

FBD-0200-00(020)/LPA104143-301000 **Harrison** **(- $4554.10)**

If you agree that this is the correct amount for Full and Final Settlement of all amounts due or claims under or arising out of the contract, please have an officer of your company authorized with us to sign contracts to provide their signature and one witness signature below:

Signature of Authorized Officer

Signature of Witness

JASON BORRIES / PRESIDENT
J.E. Borries, Inc.

10-9-19
Date

Please return this completed document for further processing the address below:

City of Gulfport Engineering
4050 Hewes Avenue
Gulfport, MS 39507

Once received, we will process the final estimate to our Financial Management Division for payment in the amount of (- $4554.10).

If you have any questions, please contact me at (228) 868-5740.

Sincerely,

Billy Hewes
Mayor

Cc:
State LPA Engineer – MDOT 77-01

Revised: 4/29/2016

PROJECT ENGINEER/ARCHITECT'S STATEMENT

RECEIVED OCT 30 2019 LPA DIVISION

State of Mississippi
County: Harrison
Local Public Agency (LPA): City of Gulfport
Project Number: FBD-0200-00(020)/104143301
Project Description: Ship Island Ferry Terminal Pavilion and Pier

Project Engineer/Architect's Name: Benjamin Smith, PE

I, BENJAMIN SMITH attest that:

(a) The above project has been constructed in accordance with the approved plans, which bear my signature in the upper right hand corner of each as-built sheet thereof, and these plans have been filed in the appropriate LPA office.

(b) The final quantities have been computed in accordance with the specifications governing the specific items of work involved and the quantities have been checked. Sufficient measurement and calculation data to substantiate the final quantities paid is on file in the Project Engineer's/Architect's or the appropriate LPA's office.

(c) The final quantities listed on the final estimate are true and correct. I understand that payment to the contractor will be based exclusively on my signature on the LPA-001 for which I bear full responsibility.

(d) The final total amount allowed to the contractor is accurate and proper, and the last payment to the contractor is the difference between the amount previously paid the contractor and the total amount owed to the contractor.

(e) The results of the tests on acceptance samples indicate the materials incorporated in the construction work were in conformity with the approved plans and specifications and are properly covered by samples and accepted in accordance with MDOT policy and procedures.

(f) The contractor has removed all equipment and materials from the right-of-way.

(g) All supplemental agreements and quantity adjustments have been executed in accordance with the Project Development Manual.

BENJAMIN J. SMITH REGISTERED PROFESSIONAL ENGINEER 18333 STATE OF MISSISSIPPI

Professional stamp/seal

Project Engineer/Architect (signature)

Sworn to and subscribed before me this 15th day of October, 2019

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 48972 GADYANNE GALLE' Commission Expires April 29, 2021 HARRISON COUNTY

Notary stamp/seal

My Commission Expires: April 29, 2021

Gadyanne Gallé
Notary (signature)

Benjamin Smith, PE is hereby authorized to represent the LPA for the above document.
Name of Project Engineer/Architect

Chief Executive Officer or Mayor of LPA

Sworn to and subscribed before me this 28 day of October, 2019.

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 60704 JOANNA L. VANDERPOL Commission Expires Feb. 13, 2022 HARRISON COUNTY

Notary stamp/seal

My Commission Expires: Feb. 13, 2022

Joanna L. Vander Pol
Notary (signature)

TMD-441

Mississippi Department of Transportation
Materials Division
Jackson, Mississippi
Federal Project
Certification of Materials and Tests
7/25/2019

Contract: FBD020000020LPA Project: 104143301000
County: Harrison
Contractor: J.E. Borries, Inc.

Division Administrator
Federal Highway Administration
Jackson, Mississippi

Dear Sir:

This is to certify that:

In accordance with State Policy and Procedures and Section 7.7 of the Project Development Manual for Local Public Agencies, the materials incorporated in the construction work and the supporting documentation appear to be acceptable. Exceptions, if any, are explained on the attached Form TMD-445.

The results of the testing referred to in the above paragraph compare favorably with the results of the independent assurance sampling and testing. Exceptions, if any, are explained on the attached Form TMD-444.

Sincerely,

W. Griffin Sullivan, P.E.
State Materials Engineer

Attachment(s)
Central Records (71-01,89-20)
Asst. Chief Engr-Field Oprs. (91-01)
Construction Engineer (73-01)
Contract Administration (74-01)
District Engineer
District Mtls. Engineer
Project Engineer
LPA Division (77-01)
Lab File

TMD-444

Mississippi Department of Transportation
Materials Division
Jackson, Mississippi
List of Non-favorable Comparisons
of Independent Assurance Samples With
Job Control Samples
7/25/2019

Contract: FBD020000020LPA Project: 104143301000
County: Harrison
Contractor: J.E. Borries, Inc.

Laboratory Number	Material	Remarks

NO IAS samples on project.

Verification and Acceptance of the TMD-891 and the TMD-890's by I.A.S. Branch Director

Signed: _____

Date: 7-31-19

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Inter-Departmental Memorandum

Materials Division Laboratory Tolerance

TO: Earl Glenn
State Construction Engineer

DATE: 7/25/2019

CONTRACT NO: FBD020000020LPA
SUBJECT OR PROJECT NO: 104143301000
COUNTY: Harrison

FROM: W.Griffin Sullivan,PE
State Materials Engineer

INFORMATION COPY TO:

DIST MTL ENGINEER: Wilson Ruff (16-30)
PROJECT ENGINEER: Benjamin Smith, P.E.
CONTRACTOR: J.E. Borries, Inc.
LAB FILE

The TMD-445 lists Job Control Variation(s) on the above referenced project for:

Borrow Excavation---------- See Attached Documentation
Treated Timber Filing---------- See Attached Documentation

Attached is the TMD-445, Listing of Job Control Variations, with recommendations as to the disposition of the above listed job control variations. Based on the data in the attached documentation, this office recommends that these materials be evaluated in accordance with the Mississippi Standard Specifications for Road and Bridge Construction, Section 105.03, Conformity with Plans and Specifications.

Attachment(s)

APPROVAL RECOMMENDED:

Earl Glenn
State Construction Engineer

Asst. Chief Engineer, Field Operations

Billy Owen
Asst. Chief Engineer, Operations

James A. Williams, III
Chief Engineer—Deputy Director

REMARKS:

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
Inter-Departmental Memorandum

From: W.Griffin Sullivan,PE
State Materials Engineer

DATE: 7/25/2019

CONTRACT NO: FBD020000020LPA
PROJECT NO: 104143301000
COUNTY: Harrison

Subject: Tolerance Memo

A signed copy of the Materials Division Laboratory Tolerance memo for the above listed project will be forwarded at a later date by the Construction Division.

TMD-445

Mississippi Department of Transportation
Materials Division
Jackson, Mississippi
List of Job Control Variations
7/25/2019

Contract:	FBD020000020LPA	Project:	104143301000
Proj. Engr.:	Benjamin Smith, P.E.	County:	Harrison
Contractor:	J.E. Borries, Inc.	District:	6

Material	Remarks
Borrow Excavation	See Attached Documentation
Treated Timber Filing	See Attached Documentation

*All test values or test results used in determining compliance for clearance of materials, such as bituminous asphalt pavement mix, grass seed, agricultural limestone, and concrete pavement thickness, that indicate deficiencies from the contract's specified value and where such materials are allowed to remain in place shall be handled in accordance with applicable project documents and specifications.

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

July 24, 2019

Pedro Tristeza, Jr. C.E.T.
Materials Division
412 East Woodrow Wilson Avenue
Jackson, MS 39216

RE: FBD-0200-00(020)/104143301
Ship Island Ferry Terminal Pavilion and Pier
City of Gulfport
Project Variation Memo

Dear Mr. Tristeza:

This is to request material variation for the following pay item used in the above referenced project. The material was tested and met the MDOT standards for density but was not tested for gradation. We recommend acceptance of this pay item based on a satisfactory visual inspection of the finished material and the fact such a small amount of material was used.

Pay Item No:	Description:	Quantity:
203-EX040	Borrow Excavation, AH, LVM, Class B9	110.00 CY

Should you have any questions or comments, please do not hesitate to contact me at 436-7612.

Sincerely,

Benjamin Smith

Benjamin Smith, P.E.
Project Engineer

CELEBRATING 50 YEARS

BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS

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Gulfport, MS 39507
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Pascagoula, MS 39567
228-436-7612

www.bmaengineers.com

June 26, 2019

Jeff Curtis, P.E.
State Materials Engineer
P.O. Box 1850
Jackson, MS 39215-1850

RE: FBD-0200-00(020)/104143301
Ship Island Ferry Terminal Pavilion and Pier
City of Gulfport
Project Variation Memo

Dear Mr. Curtis:

This is to request material variation for the following pay item used in the above referenced project. The material met the MDOT standards for Treated Timber Piling but was not pre-tested by MDOT. We recommend acceptance based on the attached product data sheet provided by the supplier.

Pay Item No:	Description	Quantity
820-D001	Treated Timber Piling	3,705.00 LF

Should you have any questions or comments, please do not hesitate to contact me at 436-7612.

Sincerely,

Benjamin Smith, P.E.
Project Engineer

CELEBRATING 50 YEARS

P:\3515 Ship Island Ferry Boat Terminal Facility\Materials Binder\Variance Letter (Treated Timber Piling).doc

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

Submittal Transmittal

Submittal Description: PT LUMBER, TIMBER, PILING
Submittal Number: 1
Specification Section: 061000, 061500

BMA Project #	3515	Routing	Sent (Date)	Received (Date)
Project Title	Ship Island Ferry Terminal (Pavilion & Pier)	Contractor ➡ Engineer	2/7/18	2/7/18
		Engineeer ➡ Subconsultant	—	—
Contractor	J.E. Borries, Inc.	Subconsultant ➡ Engineer	—	—
		Engineer ➡ Contractor	2/26/18	

Submittal/Product Review Log

Pay Item #	Copies	Date	Description	Review Action	Reviewer Initials
820 - 0001	1	2/26/18	TIMBER PILING	FAS	WP
~~907 - 242 - PAV~~	~~1~~	~~2/26/18~~	~~CONSTRUCTION OF TERMINAL PAVILION~~		
907 - 242 - PIER	1	2/26/18	CONSTRUCTION OF TREATED TIMBER PIER	FAS	WP

Action Codes:
A = Furnish As Submitted
B = Furnish As Corrected
C = Revise And Resubmit
D = Rejected
E = Receipt Acknowledged
F = Not Required

Engineer's review of shop drawings and submittals are only to determine the items conformance and compatibility with the design concept of the completed project functioning as a whole as described in the Contract Documents. The Engineer's review and approval shall not extend to Contractor's means, methods, techniques, or procedures of construction. The Contractor shall be responsible for confirming dimensions at the project site and the coordination of all aspects of the work. Engineer's review shall not relieve Contractor from responsibilities for any variations of the Contract Documents.

Gulfport Office
401 Cowan Rd., Suite A
Gulfport, MS 39507
P: 228.864.7612
F: 228.864.7676

Brown, Mitchell, & Alexander, Inc.
www.bmaengineers.com

Biloxi Office.
796 Vieux Marche, 2nd Floor
Biloxi, MS 39530
P: 228.436.7612
F: 228.436.7676

J.E.Borries Inc.

16701 HWY 57
Vancleave, MS 39565
228.826.4947 FAX: 228.202.5343

2/7/18 Submittal No. 1

TRANSMITTAL OF DOCUMENTS

To: Wyatt Peterson/B. Smith
BMA Engineers

Ref: FAP No. FBD-0200-00(020)
LPA 104143-301000
Ship Island Ferry Terminal

COMMENTS: Submittal Information for Pressure Treated Lumber, Timbers, and Piling Product for Ferry Pier

Signature: Robert A. Hodges
Title : Bob Hodges Project Coordinator (228) 669-2626
Date : 2/7/18

☒ FURNISH AS SUBMITTED ☐ FURNISH AS CORRECTED

☐ REJECTED ☐ REVISE AND RESUBMIT

Engineer's review of shop drawings and submittals are only to determine the items conformance and compatibility with the design concept of the completed project functioning as a whole as described in the Contract Documents. The Engineer's review and approval shall not extend to Contractor's means, methods, techniques, or procedures of construction. The Contractor shall be responsible for confirming dimensions at the project site and the coordination of all aspects of the work. Engineer's review shall not relieve Contractor from responsibilities for any variations of the Contract Documents.

BROWN, MITCHELL & ALEXANDER, INC.

By Wyatt Peterson Date 2/26/2018

Prepared For

Brown, Mitchell & Alexander, Inc.
J E Borries, Inc.
&
City of Gulfport, Mississippi

For The Project:

Ship Island Ferry Terminal

Submittal Information For

Pressure Treated Lumber, Timbers, And Piling Products

by

All Star Forest Products, Inc.
Jackson, Gulfport, Grenada, MS and Mobile, AL

City of Gulfport
Ship Island Ferry Terminal
Gulfport, Mississippi
Submittals

Treated Lumber, Timbers, Piling & Related Materials

TABLE OF CONTENTS

Page 1A	Certification of Compliance Timber Piling
Page 1B	Certification of Compliance Lumber & Heavy Timber
Page 2	Explanation of Standards
Page 3 (a-d)	Material Safety Data Sheet, MCA, Pressure Treated Wood
Page 4 (a-d)	Material Safety Data Sheet, CCA Type-C, Pressure Treated Wood
Page 5	SPIB Section 313, Grade #2 Dimension Lumber / Structural Joist and Planks 2" to 4" Thick, 5" and Wider
Page 6	SPIB Section 403, Grade #2 Timbers 5" x 5" and Larger
Page 7	ASTM D-25 Specifications Round Timber Piles

Related Material Attachments

A	Merco Marine PVC Pile Cap

ALL STAR FOREST PRODUCTS, INC.

P.O. Box 7142, Gulfport, MS 39506
Phone 228-896-4117 Fax 601-664-0707
allstarforest@msn.com

Brown, Mitchell & Alexander, Inc.
401 Cowan Road
Gulfport, Mississippi 39507

Feburary 16, 2018

RE: **City of Gulfport**
Ship Island Ferry Terminal
Gulfport, Mississippi

Cc: **J. E. Borries, Inc.**
16701 Hwy 57
Vancleave, Mississippi 39565

Certification of Compliance Treated Timber Piling

This is to certify that the Southern Yellow Pine timber piling products to be used on the above referenced project, and purchased through and/or from All Star Forest Products, Inc. will be pressure-treated in accordance with conditions outlined in American Wood Protection Association (AWPA) U1-10, Standard C1, C3, C14, C18 and Use Category UC5C Southern and Gulf Coastal Waters and graded in accordance with the conditions outlined in ASTM D-25.

The preservative used in this treatment is certified to be CCA as described in the AWPA Standard (latest edition).

Variances from AWPA Standard agreed to by purchaser: None.

Round Timber Piling (UC5C) 2.5 CCA Treated

Variances from ASTM D25 Standards agreed to by purchaser: None (*).

*18 each 60' – Class A, 14" @ 3'
*41 each 65' – Class A, 14" @ 3'

I certify the above to be true and valid information.

ALL STAR FOREST PRODUCTS, INC.
Company

Signed: Charlie Barnes
Representative, Charlie Barnes

Jackson, Gulfport, Grenada and Mobile, AL

ALL STAR FOREST PRODUCTS, INC.

P.O. Box 7142, Gulfport, MS 39506
Phone 228-896-4117 Fax 601-664-0707
allstarforest@msn.com

Brown, Mitchell & Alexander, Inc.
401 Cowan Road
Gulfport, Mississippi 39507

Feburary 6, 2018

RE: **City of Gulfport**
Ship Island Ferry Terminal
Gulfport, Mississippi

Cc: **J. E. Borries, Inc.**
16701 Hwy 57
Vancleave, Mississippi 39565

Certification of Compliance Treated Lumber & Timbers

This is to certify that the Southern Yellow Pine lumber and timber products to be used on the above referenced project, and purchased through and/or from All Star Forest Products, Inc. will be pressure-treated in accordance with conditions outlined in American Wood Protection Association (AWPA) Standard A2, C1, C2, C18, M2, M4 and (AWPA) U1-10 Use Category UC4B & UC5C and graded in accordance with conditions outlined in the Southern Pine Inspection Bureaus' 2014 (SPIB) Section 100 general rules (*) and Section 300 paragraph 313 for #2 dimension structural joists & planks and Section 400 paragraph 403 for #2 timbers and heavy decking.

The preservative used in this treatment is certified to be See Below as described in the AWPA Standard (latest edition).
Variances from AWPA Standard agreed to by purchaser: None.

(*) Decking (UC4B) 2 x 8 S4S Full (2" x 7.5" H/M) .23 MCA Treated

(*) Railing (UC4B) 2 x 12 S4S Full (2" x 11.25" H/M) .23 MCA Treated

(*) Substructure (UC5C) Headers, Stringers, X-Bracing S2E H/M for uniformity, Blocking Full Rgh. H/M 2.5 CCA Treated

Variances from SPIB Standards agreed to by purchaser: None.
I certify the above to be true and valid information.

ALL STAR FOREST PRODUCTS, INC.
Company

Signed: Charlie Barnes
Representative, Charlie Barnes

ALL STAR FOREST PRODUCTS, INC.

P.O. Box 7142, Gulfport, MS 39506
Phone 228-896-4117 Fax 601-664-0707
allstarforest@msn.com

City of Gulfport
Ship Island Ferry Terminal
Gulfport, Mississippi

Explanation of Standards Lumber, Timber & Piling

American Wood Preservers Association (AWPA)

A2 Standard Methods for Analysis of Waterborne Preservatives

C1 All Timber Products – Preservative Treatment by Pressure Processes

C2 Lumber, Timbers, Bridge Ties and Mine Ties - Preservative Treatment by Pressure Process

C3 Piles – Preservative Treatment by Pressure Processes

C18 Standard for Pressure Treated Material in Marine Construction

M2 Standard Instructions for Inspection of Treated Timber Products

M4 Standard for Care of Pressure Treated Wood Products, Field Treatment of Treated Material, 2% Copper Naphthenate (CuN)

UC4B Ground Contact, Critical Components, Salt Water Splash Zone, Exposed to All Weather Cycles

UC5C Southern and Gulf Coastal Waters / Continuous Marine Exposure

Southern Pine Inspection Bureau (SPIB)

Paragraph 313 Grade #2 Structural Joists & Planks 2-4" Thick, 5" & Wider
Paragraph 403 Grade #2 Timbers, 5" x 5" & Wider

ASTM-D25 Specifications for Round Timber Piling

Jackson, Gulfport, Grenada, MS – Mobile, AL

MATERIAL SAFETY DATA SHEET

MATERIAL SAFETY DATA SHEET: **MCA TREATED WOOD**

Micronized Copper Azole Treated Wood

SECTION I

MSDS NUMBER:	254-osm
MSDS CODE:	OSM
SYNONYMS:	N/A
MANUFACTURED BY:	Licensees/Customers of Osmose, Inc.
DIVISION:	WPD
EPA REGISTRATION NUMBER:	N/A
EMERGENCY PHONE:	800-424-9300
OTHER CALLS:	334-585-2291 Monday through Friday 8 am to 5 pm CST
ADDRESS:	1100 US Highway 431 North, Abbeville, Alabama 36310
MSDS PREPARED BY:	Kevin Savcy / Jerry Wright
DATE PREPARED:	June 17, 2008
DATE LAST REVISED:	N/A

IMPORTANT INFORMATION

- Do Not Burn Preserved Wood
- Do Not Use Preserved Wood As Mulch
- Treated Or Untreated Wood Dust May Cause Eye, Skin & Respiratory Irritation
- Some Untreated Wood Species May Cause Allergic Skin Or Respiratory Effects In Sensitized Individuals
- Wear Dust Mask & Goggles When Cutting Or Sanding Wood
- Wear Gloves When Working With Wood
- Prolonged Contact with Treated Wood During Construction or Use May Cause Skin Irritation
- Some Preservative May Migrate Into The Soil/Water Or Dislodge From Wood
- For Additional Information Visit www.osmosewood.com

SECTION II - HAZARDOUS INGREDIENTS/IDENTITY INFORMATION

TRADE NAME: ACQ (NW 100-C) INGREDIENT NAME:	CAS	OSHA PEL/TWA	ACGIH TLV/TWA	%
Wood/Wood Dust *(This represents the maximum amount of wood dust that could be generated if the wood was completely machined. Exposure limits are for all species except western red cedar, which has a TLV of 0.5 mg/m3)*	N/A	15 mg/m3 (Total Dust) 5 mg/m3 (Respirable dust)	1 mg/m3 (Inhalable)	> 90%
Copper Carbonate expressed as elemental copper	12069-69-1	0.1 mg/m3 TWA (Cu fume)	0.2 mg/m3 TWA (Cu fume)	< 1.0%
Tebuconazole	107534-96-3	None Established	None Established	< 0.05%
Depending on the additives applied to the treating solution, this wood may also contain < 1% of a mold inhibitor, <1% of a non-hazardous wax emulsion and/or <1% of a colorant. None of these ingredients are classified as carcinogens.				

PERCENTAGE OF ACTIVE INGREDIENTS PER RETENTION LEVEL

	0.06 pcf	0.15 pcf	0.23 pcf
Copper carbonate expressed as Elemental Copper	0.15% - 0.25%	0.35% - 0.65%	0.55% - 0.95%
Tebuconazole	0.006% - 0.01%	0.01% - 0.03%	0.02% - 0.05%

SECTION III - CHEMICAL CHARACTERISTICS

BOILING POINT	MELTING POINT	FREEZING POINT	SPECIFIC GRAVITY (H_2O = 1)	PERCENT VOLATILE BY VOLUME	THEORETICAL VOC CONTENT (PERCENT OF WEIGHT)
Not Applicable	Not Applicable	Not Applicable	Not Available	Not Applicable	Not Applicable

WEIGHT PER GALLON	pH:	VAPOR PRESSURE	VAPOR DENSITY	DENSITY	EVAPORATION RATE BASIS (N-BUAC) = 1
Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Available	Not Applicable

SOLUBILITY IN WATER: Not Applicable | REACTIVITY IN WATER: Not Applicable

APPEARANCE AND ODOR: Solid Wood, appearance may vary. No odor.

MATERIAL SAFETY DATA SHEET

SECTION IV - FIRE AND EXPLOSION HAZARD DATA

FLASH POINT	METHOD	FLAMMABLE LIMITS IN AIR (%)	AUTOIGNITION TEMPERATURE
N/A	N/A	N/A	N/A

NFPA CODES:	HEALTH	1	*HMIS CODES:*	HEALTH	1
	FLAMMABILITY	1		FLAMMABILITY	1
	REACTIVITY	0		REACTIVITY	0
	OTHER	N/A		PROTECTION	B

EXTINGUISHER MEDIA: Use water to wet down wood and to reduce the likelihood of ignition or dispersion of dust into the air.

SPECIAL FIRE FIGHTING PROCEDURES: Firefighters should wear full protective clothing including self-contained breathing apparatus. Combustion products may yield irritating and toxic fumes.
UNUSUAL FIRE AND EXPLOSION HAZARDS: Wood is combustible, and wood dusts may form explosive mixtures with air in the presence of an ignition source.

SECTION V - REACTIVITY DATA

IS THIS CHEMICAL STABLE UNDER NORMAL CONDITIONS OF HANDLING/STORAGE (Y/N)? Yes
CONDITIONS TO AVOID (REGARDING STABILITY): Keep away from excessive heat, sparks and open flame. Keep away from incompatible materials.
INCOMPATIBILITY (MATERIALS TO AVOID): Strong oxidizing or reducing agents.
HAZARDOUS DECOMPOSITION PRODUCTS: Combustion products may yield irritating and toxic vapors/fumes of organic materials, and oxides of carbon and nitrogen.
HAZARDOUS POLYMERIZATION POSSIBLE (Y/N)? No
CONDITIONS TO AVOID (REGARDING POLYMERIZATION): N/A

SECTION VI - HEALTH HAZARDS

EMERGENCY OVERVIEW: WARNING! Wood dust may form explosive mixture with air. Wood dusts may cause irritation to the eyes, skin and respiratory tract.
ROUTES OF ENTRY: Dermal, Inhalation
SIGNS AND SYMPTOMS OF ACUTE OVEREXPOSURE:

EYES:	Contact with wood and/or wood dust may cause irritation to the eyes. Symptoms can include irritation, redness, scratching of the cornea, and tearing.
SKIN:	Prolonged contact with treated wood and/or treated wood dust, especially when freshly treated at the plant, may cause irritation to the skin. Abrasive handling or rubbing of the treated wood may increase skin irritation. Some wood species, regardless of treatment, may cause dermatitis or allergic skin reactions in sensitized individuals.
INGESTION:	Ingestion of wood or wood dust is unlikely. If ingestion does occur, slight gastrointestinal irritation may result. Certain species of wood and their dusts may contain natural toxins, which can have adverse effects in humans.
INHALATION:	Wood dust, treated or untreated, is irritating to the nose, throat and lungs. Symptoms may include nasal dryness, deposits or obstructions in the nasal passages, coughing, sneezing, dryness and soreness of throat and sinuses, hoarseness, and wheezing. Prolonged or repeated inhalation of wood dusts may cause respiratory irritation, recurrent bronchitis and prolonged colds. Some species may cause allergic respiratory reactions with asthma-like symptoms in sensitized individuals. Prolonged exposure to wood dusts by inhalation has been reported to be associated with nasal and paranasal cancer.

CHRONIC OVEREXPOSURE: Prolonged exposure to wood dusts by inhalation has been reported to be associated with nasal and paranasal cancer. Some wood species may cause dermatitis or allergic skin reactions in sensitized individuals.
CHEMICAL LISTED AS A CARCINOGEN OR POTENTIAL CARCINOGEN?: YellaWood® brand products with MCA perservatives and its components are not listed as carcinogens by ACGIH, NIOSH, or IARC. ACGIH, NIOSH and IARC classify wood dust as a human carcinogen or occupational carinogen. This classification is based on an increased incidence of nasal and paranasal cancers in people exposed to wood dusts.
MEDICAL CONDITIONS GENERALLY AGGRAVATED BY EXPOSURE: Pre-existing eye, respiratory system and skin conditions.
TOXICITY: Acute toxicity testing has not been performed on the treated wood.

MATERIAL SAFETY DATA SHEET

EMERGENCY AND FIRST AID PROCEDURES

EMERGENCY PHONE NUMBER OF MANUFACTURER: 334-585-2291

1. INHALATION: If dusts are inhaled, remove person to fresh air. If symptoms persist, get medical attention.
2. EYE CONTACT: Immediately flush eyes with plenty of water for at least 15 minutes. Seek medical attention if symptoms persist.
3. SKIN CONTACT: For skin contact, wash immediately with soap and water. Continue flushing skin with water for 15 minutes. If irritation persists, get medical attention. If wood splinters are injected under the skin, get medical attention immediately.
4. INGESTION: If the material is swallowed, get immediate medical attention or advice – Do not induce vomiting.

NOTE TO PHYSICIAN: Respiratory ailments and pre-existing skin conditions may be aggravated by exposure to wood dust.

SECTION VII - PRECAUTIONS FOR SAFE HANDLING AND USE

US DOT SHIPPING DESCRIPTION: Not regulated.

PRECAUTIONS TO BE TAKEN HANDLING AND STORAGE: Avoid working with freshly treated wet wood. If not possible, wear long sleeve shirt, long pants and gloves when working with freshly treated wet wood. Clothing should be removed and replaced if it becomes wet due to contact with freshly treated wood. Avoid contact of wood and wood dusts with skin and eyes. Avoid inhalation of airborne contaminants as a result of cutting or sawing treated wood. Do not eat, drink or smoke when handling this material or in areas where dusts of this product are present.
OTHER PRECAUTIONS: Do not generate airborne dusts in the presence of an ignition source when sawing, cutting or grinding wood. Wash hands after handling and before eating. Maintain good housekeeping procedures, such as sweeping regularly to avoid accumulation of dusts. Store away from excessive heat, sparks and open flame.
STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED: No containment procedures are needed as this product cannot spill or leak the preservative. Keep away from sparks and flame. Wear appropriate protective equipment and clothing during clean-up. Wet down accumulated dusts prior to sweeping or vacuuming in order to prevent explosion hazards. Sweep up or vacuum small pieces and dusts and place in appropriate container for disposal. Gather larger pieces by an appropriate method. Avoid the generation of airborne dusts during clean up. To avoid inhalation of dusts during clean up, a dust mask is recommended.
WASTE DISPOSAL METHODS: Although no EPA Waste Numbers are applicable for this product's components, you must test your waste to determine if it meets applicable definitions of hazardous waste and for State requirements. Dispose of waste material according to local, State and Federal regulations.

SECTION VIII - CONTROL MEASURES

RESPIRATORY PROTECTION: Wear a dust mask when cutting, grinding or sanding wood and when cleaning up wood dust.
VENTILATION REQUIREMENTS: Provide good ventilation when cutting, grinding or sanding wood. Whenever possible these operations should be performed outdoors.
PROTECTIVE GLOVES: Wear chemical resistant (rubber, neoprene or nitrile) gloves when handling freshly treated wood at the treating plant. Otherwise, wear puncture resistant work gloves, such as leather.
EYE PROTECTION: Wear safety glasses with side shields when handling, cutting, sanding or grinding this material. Use a face shield during processes that may generate excessive dusts and splinters.
OTHER PROTECTIVE CLOTHING OR EQUIPMENT: Eye wash fountain is recommended.
WORK/HYGIENIC PRACTICES: Launder work clothes frequently.

SECTION IX - EXOLOGICAL INFORMATION

ECOTOXICITY: This product is not expected to leach harmful amounts of preservative into the environment. However, the wood preservatives in this product contain fungicides and insecticides, which when released into the environment, are expected to adversely effect or destroy contaminated plants. They may be harmful or fatal to wildlife. Ecotoxicity testing has not been performed on the treated wood.
ENVIRONMENTAL FATE: No information available

SECTION X - REGULATORY INFORMATION:

SECTION 302:
N/A
SECTION 304:
N/A
SARA/TITLE III :SECTION 312 - HAZARD CATEGORIES:
Immediate (Acute) Health: No
Delayed (Chronic) Health: No
Fire Hazard: No
Reactive Hazard: No
Sudden Release of Pressure: No

SARA/SECTION 313 SUPPLIER NOTIFICATION:
This product contains a chemical which is either listed in Section 313 or is included in a chemical category listed in Section 313. The following listed chemical is present:

- Copper Carbonate (CAS #12069-69-1) as a Copper Compound

For percent of copper carbonate in the product, refer to the PERCENTAGE OF ACTIVE INGREDIENTS PER RETENTION LEVEL table in Section II of the MSDS. According to 40 CFR 372.65(c)(5)(d), "Notifications are not required in the following instances: (1) If a mixture or trade name product contains no toxic chemical in excess of the applicable de minimis concentration as specified in 372.38(a)." If you refer to this section, it describes de minimis concentrations as "the toxic chemical is in a concentration in the mixture which is below 1 percent of the mixture." **As the copper oxide levels in micronized copper azole treated wood are below 1% the Supplier Notification is not required for wood treated at these retentions.**

MATERIAL SAFETY DATA SHEET

HAZARDOUS MATERIALS INFORMATION SYSTEM (HMIS)
PERSONAL PROTECTION INDEX

A	**E**	**I**
B	**F**	**J**
C	**G**	**K**
D	**H**	**X** Ask your supervisior for guidance

N/A = Not Applicable

NOTICE: **The information herein is given in good faith but no warranty, expressed or implied, is made, and Osmose, Inc. expressly disclaims liability from reliance on such information.**

Information on this form is furnished for the purpose of compliance with the Occupational Safety and Health Act of 1970 and shall not be used for any other purpose. Use or dissemination of all or any part of this information for any other purpose may result in a violation of law or constitute grounds for legal action.

Osmose MATERIAL SAFETY DATA SHEET

MATERIAL SAFETY DATA SHEET: **CCA TREATED WOOD**

SECTION I

MSDS NUMBER:	92-Osm
MSDS CODE:	Osm
SYNONYMS:	N/A
MANUFACTURED BY:	Customers of Osmose, Inc.
DIVISION:	Wood Preserving Division
EPA REGISTRATION NUMBER:	N/A
VENDOR:	N/A
EMERGENCY PHONE:	(716) 882-5905
OTHER CALLS:	(770) 233-4200
ADDRESS:	980 Ellicott Street, Buffalo, New York 14209
MSDS PREPARED BY:	Teri Muchow
DATE PREPARED:	April 23, 1990
DATE LAST REVISED:	March 10, 2009 (replaces June 8, 2006)

SECTION II - HAZARDOUS INGREDIENTS/IDENTITY INFORMATION

TRADE NAME: CCA TREATED WOOD INGREDIENT NAME	CAS	OSHA PEL/TWA	ACGIH TLV/TWA	%
Arsenic Pentoxide	1303-28-2	0.01 mg/M^3 as As	0.01 mg/M^3 as As	< 3.0%
Copper Oxide	1317-39-1	1.0 mg/M^3 as Cu	1.0 mg/M^3 as Cu	< 1.6%
Trivalent Chromium	1308-38-9	1.0 mg/M^3 as Cr	0.5 mg/M^3 as Cr	< 3.5%
Wood Dust *(Exposure limits are for all species except western red cedar, which has a TLV of 0.5 mg/m^3).*	N/A	15 mg/m^3 (Total Dust) 5 mg/m^3 (Respirable dust)	1 mg/m^3 (Inhalable)	< 85 %
Depending on the additives applied to the treating solution, this wood may also contain < 1% of CLEANWOOD MOLD INHIBITOR. CLEANWOOD contains the following ingredients, which are present in the wood at ppm levels. None of these ingredients are classified as carcinogens.				
5-Chloro-2-methyl-4-isothiazolin-3-one	26172-55-4	N/A	N/A	13 – 27 ppm
2-Methyl-4-isothiazolin-3-one	2682-20-4	N/A	N/A	5 – 10 ppm
Magnesium chloride	7786-30-3	N/A	N/A	12 – 24 ppm
Magnesium nitrate	10377-60-3	N/A	N/A	22 – 45 ppm
Depending on the additives applied to the treating solution, this wood may also contain <1% WEATHERSHIELD, a non-hazardous wax emulsion.				

PERCENTAGE OF HAZARDOUS INGREDIENTS COMPONENT %

	.25 pcf	.4 pcf	.6 pcf	1.0 pcf	2.5 pcf
Arsenic Pentoxide	.3 %	.4 %	.6 %	1 %	2.6 %
Copper Oxide	.15 %	.2 %	.3 %	.6 %	1.3 %
Chromium Trioxide	.4 %	.6 %	.9 %	1.4 %	3.3 %
Wood Dust*	84.28 %	83.98 %	83.47 %	82.45 %	78.88 %

** This represents the maximum amount of wood dust that could be generated if the wood was completely machined.*

ADDITIONAL INFORMATION

States and territories operating their own OSHA programs may have more protective PEL levels. Contact your state agency to determine the status of the PELs in your state.

The above percentages are based on the applicable retention, a wood density of 32 pcf., and a moisture contact of 15%, the above values may vary due to the variability of treatment and the natural variability of wood.

The Arsenic Pentoxide in this product is not subject to OSHA arsenic standard 29 CFR 1910.1018.

SECTION III - CHEMICAL CHARACTERISTICS

BOILING POINT	MELTING POINT	FREEZING POINT	SPECIFIC GRAVITY (H_2O = 1)	PERCENT VOLATILE BY VOLUME	THEORETICAL VOC CONTENT (PERCENT OF WEIGHT)
N/A	N/A	N/A	As Wood	N/A	N/A

Osmose MATERIAL SAFETY DATA SHEET

WEIGHT PER GALLON	pH:	VAPOR PRESSURE	VAPOR DENSITY	DENSITY	EVAPORATION RATE BASIS (N-BUAC) = 1
N/A	N/A	N/A	N/A	N/A	N/A

SOLUBILITY IN WATER: Highly Insoluble	REACTIVITY IN WATER: N/A
APPEARANCE AND ODOR: Green-yellow wood	

SECTION IV - FIRE AND EXPLOSION HAZARD DATA

FLASH POINT	METHOD	FLAMMABLE LIMITS IN AIR (%)	AUTOIGNITION TEMPERATURE
N/A	N/A	N/A	N/A

NFPA CODES	HEALTH	1	*HMIS CODES:*	HEALTH	1
	FLAMMABILITY	1		FLAMMABILITY	1
	REACTIVITY	0		REACTIVITY	0
	OTHER	N/A		PROTECTION	B*

EXTINGUISHER MEDIA: Water fog, foam, CO_2, dry chemical

**B = safety glasses and gloves*

SPECIAL FIRE FIGHTING PROCEDURES: Toxic vapors from wood and preservative may be given off in a fire. Wear full protective equipment and self-contained air unit.
UNUSUAL FIRE AND EXPLOSION HAZARDS: N/A

SECTION V - REACTIVITY DATA

IS THIS CHEMICAL STABLE UNDER NORMAL CONDITIONS OF HANDLING/STORAGE (Y/N)? Y
CONDITIONS TO AVOID (REGARDING STABILITY): N/A
INCOMPATIBILITY (MATERIALS TO AVOID): N/A
HAZARDOUS DECOMPOSITION PRODUCTS: Thermal: Ash will contain free arsenic and chromium and may be toxic.
HAZARDOUS POLYMERIZATION POSSIBLE (Y/N)? N
CONDITIONS TO AVOID (REGARDING POLYMERIZATION): N/A

SECTION VI - HEALTH HAZARDS

ROUTES OF ENTRY: Eye and/or skin contact to wood, inhalation of dust.
SIGNS AND SYMPTOMS OF ACUTE OVEREXPOSURE: **EYE** - Treated or untreated wood dust may cause mechanical irritation. **SKIN** - Handling may cause splinters. Prolonged and/or repeated direct contact with treated or untreated wood dust may cause mild, transient irritation. Some species of untreated wood dust may cause allergic contact dermatitis in sensitive individuals. See COMMENTS. **INHALATION** - Finely divided treated or untreated wood dust may cause nose, throat or lung irritation and other respiratory effects. Burning treated wood can release toxic metals into ash and possible smoke. Some species of untreated wood dust may cause allergic respiratory response in sensitive individuals. See COMMENTS. **INGESTION** - Not anticipated to be a health problem. A single ingestion by a small child of a large amount (approximately 2.5 oz. or 6 cubic inches) of treated wood dust may require immediate medical attention. See NOTE TO PHYSICIAN and COMMENTS.
NOTE TO PHYSICIAN: If one ounce of treated wood dust per 10 lbs. of body weight are ingested, acute arsenic intoxication is a possibility.
CHRONIC OVEREXPOSURE: See the above exposure comments.
CHEMICAL LISTED AS A CARCINOGEN OR POTENTIAL CARCINOGEN?: ***See COMMENTS section on page 3.***

- NATIONAL TOXICOLOGY PROGRAM (Y/N): Y
- IARC MONOGRAPHS (Y/N): Y
- OSHA (Y/N): Y

MEDICAL CONDITIONS GENERALLY AGGRAVATED BY EXPOSURE: Individuals with pre-existing disease in or a history of ailments involving the skin, kidney, liver, respiratory tract, eyes, or nervous system are at a greater than normal risk of developing adverse effects from woodworking operations with this product.

EMERGENCY AND FIRST AID PROCEDURES

EMERGENCY PHONE NUMBER OF MANUFACTURER: (716) 882-5905

1. INHALATION: Remove from exposure. If breathing has stopped or is difficult, administer artificial respiration or oxygen as indicated. Seek medical aid.
2. EYE CONTACT: Gently flush any particles from the eye with large amounts of cold water. DO NOT RUB EYES.
3. SKIN CONTACT: Rinse skin free of sawdust material with water to avoid abrasion of skin. DO NOT RUB until skin is free of material then wash thoroughly with soap and water.
4. INGESTION: Give 1 - 2 glasses of milk or water to victim if conscious and alert. Induce vomiting or give 1 - 2 oz. (30 - 60 g) activated charcoal in water to victim if conscious and alert. See COMMENTS.

Osmose MATERIAL SAFETY DATA SHEET

COMMENTS

individuals with pre-existing disease in or a history of ailments involving the skin, kidney, liver, respiratory tract, eyes, or nervous system are at a greater than normal risk of developing adverse effects from woodworking operations with this product.

UNTREATED WOOD DUST OR SAWDUST: The principal health effects reported from occupational exposure to sawdust or wood dust generated from untreated wood are dermatitis, rhinitis, conjunctivitis, reduced or suppressed mucociliary clearance rates, chronic obstructive lung changes, and nasal sinus cancer. Skin and respiratory sensitization have been reported from exposure to hardwood dust. Epidemiological studies have been reported on carcinogenic risks of employment in the furniture making industry, the carpentry industry, and the lumber and sawmill industry. IARC has determined that there is sufficient evidence to classify untreated wood dust as a nasal carcinogen in humans (Ref. Monograph 62).

CCA TREATED WOOD: Sawdust from CCA treated wood has been shown not to cause chromosome changes in mice fed sawdust or birth defect in mice or rabbits receiving sawdust in their feed or applied to their skin.
Recreational exposure to children using CCA treated wood playground equipment has been evaluated. The results of this study indicate that the amount of arsenic transferred from the wood surface to the child is within the normal variation of total arsenic exposure to children and that the maximum risks of skin cancer associated with the exposure approximates the skin cancer risk from the sunlight experienced during play periods. Leaf, stem, and fruit of grape plants grown adjacent to CCA treated wood poles did not take up preservative components from the poles above background levels (limit of detection 0.2 and 0.05 ppm for chrome and arsenic, respectively).

CCA PRESERVATIVE: The effects of industrial exposure to the chrome-copper-arsenic preservative used to treat CCA wood has been evaluated in three independent epidemiology studies. In each case the authors concluded that workers exposed on a daily basis to these preservatives were at no increased risk of death or disease as a result of their exposure.
Ingestion of components (arsenic and chromium) of the liquid preservative have caused toxicity to pregnant laboratory animals and their fetuses. Reproductive performance in laboratory animals was not affected by feeding diets containing arsenic.
IARC, NTP and OSHA do not consistently distinguish among arsenic or chrome species but list inorganic arsenic and chromium and certain chromium compounds as human carcinogens. Cancers in humans have followed from long term: 1) consumption of Fowler's Solution, a medicinal trivalent arsenical; 2) inhalation and skin contact with inorganic trivalent arsenic sheep-dust; 3) the combined inhalation of arsenic trioxide (trivalent arsenical) sulfur dioxide, and other particulates from ore smelting in copper production; 4) occupational exposure to nonwater-soluble hexavalent chromium. This product is not manufactured with trivalent arsenic or nonwater-soluble hexavalent chromium compounds but may contain some trivalent arsenic as a result of reactions occurring after wood treatment.
This product must not come in contact with food or feed. Showering and clothing change recommended at the end of each shift.
No known ingredients which occur at greater than 0.1%, other than those listed above, are listed as a carcinogen in the IARC Monographs on the Evaluation of the Carcinogenic Risk of Chemicals to Humans, the NTP Annual Report on Carcinogens or OSHA 29 CFR 1910.1001-1047 Subpart Z Toxic and Hazardous Substances (Specifically Regulated Substances).

SECTION VII - PRECAUTIONS FOR SAFE HANDLING AND USE

HAZARD CLASS: Not regulated under DOT.
U.S. DOT ID : Not regulated under DOT.
UN/NA NUMBER: Not regulated under DOT.

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORAGE: Use good personal hygiene, wash before eating and smoking. Specify only pressure treated wood treated with "oxide" CCA preservatives and free from excess surface deposits of preservatives. Avoid handling and machining of freshly treated "wet" wood unless specified safety precautions are observed.
OTHER PRECAUTIONS: Do not use until Consumer Information Sheet (CIS) is read and understood. Wash exposed areas promptly and thoroughly after skin contact from working with this product and before eating, drinking, using tobacco products or rest rooms. Do not wear contact lens without proper eye protection when using them. Wear dust mask when cleaning up sawdust. Read and follow CIS instructions.
STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED: Maintain a clean workplace. Clean up scrap lumber and sawdust.
WASTE DISPOSAL METHODS: Dispose waste material in an approved landfill. DO NOT BURN! Ash may be toxic and a hazardous waste; combustion vapors may be toxic. Dispose in accordance with all Federal, State, and Local laws.

SECTION VIII - CONTROL MEASURES

RESPIRATORY PROTECTION: When machining, a dust mask is recommended. If exposure limits are exceeded, use NIOSH approved respirator. Refer to the OSHA Arsenic Standard in 29 CFR 1910.1018 for appropriate respirator if the OSHA PEL is exceeded for arsenic.
VENTILATION REQUIREMENTS: In enclosed environments, ventilation may be required in order to maintain exposure limits.
LOCAL EXHAUST: N/A
MECHANICAL: When machining.
SPECIAL: N/A
OTHER: N/A
PROTECTIVE GLOVES: Rubber when handling wet wood. Leather to avoid splinters.
EYE PROTECTION: To protect from sawdust.
OTHER PROTECTIVE CLOTHING OR EQUIPMENT: As necessary to limit exposure when handling wet wood.
WORK/HYGIENIC PRACTICES: Use good personal hygiene. Wash hands before eating or smoking.

Osmose MATERIAL SAFETY DATA SHEET

ADDITIONAL INFORMATION

CALIFORNIA'S PROPOSITION 65: This product contains a chemical known to the State of California to cause cancer and reproductive toxicity.

SARA/SECTION 313:
This product contains a chemical which is either listed in Section 313 or is included in a chemical category listed in Section 313, and may be present at or above de minimis concentrations. The following listed chemicals are present:

- Arsenic Pentoxide (CAS #1303-28-2) as an Arsenic Compound
- Trivalent Chromium (CAS #1308-38-9) as a Chromium Compound
- Copper Oxide (CAS #1317-39-1) as a Copper Compound

For percent of chemical in the product, refer to Section II of the MSDS.

WHY STORAGE AND USE OF CCA TREATED WOOD DOES NOT REQUIRE REPORTING THE SAME TO STATE AUTHORITIES UNDER THE PROVISIONS OF THE SUPERFUND AMENDMENT AND REAUTHORIZATION ACT OF 1986 (SARA)

Title III of SARA requires companies to report to their state agencies the storage of specified chemicals stored in volumes equal to or greater than the Threshold Planning Quantity (TPQ). One of the specified chemicals is arsenic pentoxide.

The MSDS for CCA Treated Wood clearly indicates that the product contains arsenic pentoxide. THIS IS INCORRECT, but for a reason. CCA Treated Wood contains arsenic in the form of a chromium arsenate complex with the wood as a result of the fixation chemical reactions of chromated copper arsenate and wood.

The MSDS refers to arsenic pentoxide because the AWPA Standard calls for the expression of chromated copper arsenate retention in the treated wood on the oxide basis, regardless of the form of chemical used to formulate the chromated copper arsenate wood preservative. These chemical forms are always expressed on the oxide basis, i.e., chromic oxide (CrO_3), copper oxide (CuO) and arsenic pentoxide ($As2O_5$). The arsenic as found in CCA Treated Wood is a chromium copper arsenate complex. However, in order to comply with the AWPA Standards, the form of arsenic is merely expressed as the arsenic pentoxide equivalent on the MSDS.

Since CCA Treated Wood does not contain arsenic pentoxide but rather a chromium arsenate complex, you are not required to report your storage of the same under Title III of SARA. However, if you want, you may do so by merely contacting your state authorities. Find out where your local emergency planning unit is headquartered and contact them to determine how you can assist in the development of a local emergency plan.

N/A = Not Applicable

NOTICE: **The information herein is given in good faith but no warranty, expressed or implied, is made, and Osmose, Inc. expressly disclaims liability from reliance on such information.**

Information on this form is furnished for the purpose of compliance with the Occupational Safety and Health Act of 1970 and shall not be used for any other purpose. Use or dissemination of all or any part of this information for any other purpose may result in a violation of law or constitute grounds for legal action.

SPIB (Southern Pine Inspection Bureau)

Standard Grading Rules for Southern Pine Lumber

Section 300 – Dimension Lumber, Structural Joists & Planks 2" to 4" thick, 5" and wider

Paragraph 313. No. 2

This grade is recommended for most general construction uses, where moderately high design values are required. Design values are per Tables 1a-1e and 6.

Characteristics permitted and limiting provisions shall be:
Checks – seasoning checks not limited; through checks at ends are limited as splits.

Knots – well spaced knots of any quality are permitted in sizes not to exceed the following or equivalent displacement:

Nominal Width	At Edge Wide Face	Centerline Wide Face	Holes (Any Cause)
4"	1-1/4"	2"	1-1/4" One hole or equivalent smaller holes per 2 lin. ft.
6"	1-7/8"	2-7/8"	1-1/2" One hole or equivalent smaller holes per 2 lin. ft.
8"	2-1/2"	3-1/2"	2" One hole or equivalent smaller holes per 2 lin. ft.
10"	3-1/4"	4-1/4"	2-1/2"" One hole or equivalent smaller holes per 2 lin. ft.
12"	3-3/4"	4-3/4"	3" One hole or equivalent smaller holes per 2 lin. ft.

Manufacture – standard F (see paragraph 722(f))*

Pitch and pitch streaks – not limited

Shake – If through at ends limited as splits; away from ends through shakes up to 2' long, well separated; if not through, single shakes shall not exceed 3' long or ¼ the length, whichever is greater

Slope of grain – 1 in 8

Splits – equal in length to 1-1/2 times the width of the piece

Stain – stained sapwood; firm heart stain or firm red heart – not limited

Unsound wood – not permitted in thicknesses over 2"; in 2" lumber, heart center streaks are limited to 1/3 the thickness or width

Wane – 1/3 the thickness and 1/3 the width full length, or equivalent on each face, provided that wane not exceed 2/3 the thickness or ½ the width for up to ¼ the length (see paragraph 750)*

Warp – light (see paragraph 752)*

*Paragraph 722 (f) – Standard "F" admits: Very heavy torn grain; very heavy loosened grain; heavy machine bite; machine gouge; heavy machine offset; chip marks; knife marks; medium wavy dressing; medium mismatch.

*Paragraph 750 – Wane – Bark or lack of wood from any cause, except eased edges, on the edge or corner of a piece of lumber. Etc.

*Paragraph 752 – Warp – Any deviation from a true or plane surface, including bow, crook, cup, and twist, or any combination thereof.

SPIB (Southern Pine Inspection Bureau)

Standard Grading Rules for Southern Pine Lumber

Section 400 – Timbers (5" x 5" and larger)

<u>Paragraph 403. No. 2 Timbers</u>

This grade is an acceptable quality for a wide range of general use purposes, with design values as per Tables 4a and 8a, and admits:

Compression Wood – prohibited if in readily identifiable and damaging form

Decay – heart-center decay or unsound red heart and equivalent streaks of other living-tree decay but limited to occupying 10% of the cross section if wholly enclosed within four surfaces of each piece and 5% otherwise

Firm red heart – not limited

Slope of grain – 1 in 8

Holes – limited to 1-1/2" in diameter

Knots – sound, firm, encased, and pith knots are permitted in sizes not to exceed the following or equivalent displacement. Knots equal to the size permitted on the widest face are allowed on all faces.

Nominal Width of Wide Face	Narrow Face Edge of Wide Face, Centerline of Wide Face	Unsound Knots (1)
6"	3"	2-1/4"
8"	4-1/2"	2-3/4"
10"	5-1/2"	3"
12"	6-1/2"	3-1/2"

Manufacture – standard F (see paragraph 722(f))*

Pitch, pitch pockets, and pitch streaks – not limited

Pith – not limited

Shake, checks, and splits – splits not longer than 1-1/4 times thickness of piece; shakes and surface checks not deeper than ½ thickness

Skips – hit or miss dressing except occasional scant width and thickness from full length skip limited to 1/8" permitted, but must be No. 1 otherwise throughout any portion scant over 1/16"

Stain – medium if dry; not limited if ordered green

Wane – on any face limited to ¼ face at one edge and 1/3 face on both edges

Warp – light (see paragraph 752)*

*Paragraph 722 (f) – Standard "F" admits: Very heavy torn grain; very heavy loosened grain; heavy machine bite; machine gouge; heavy machine offset; chip marks; knife marks; medium wavy dressing; medium mismatch.

*Paragraph 752 – Warp – Any deviation from a true or plane surface, including bow, crook, cup, and twist, or any combination thereof.

Specifications for Round Timber Piles ASTM D25

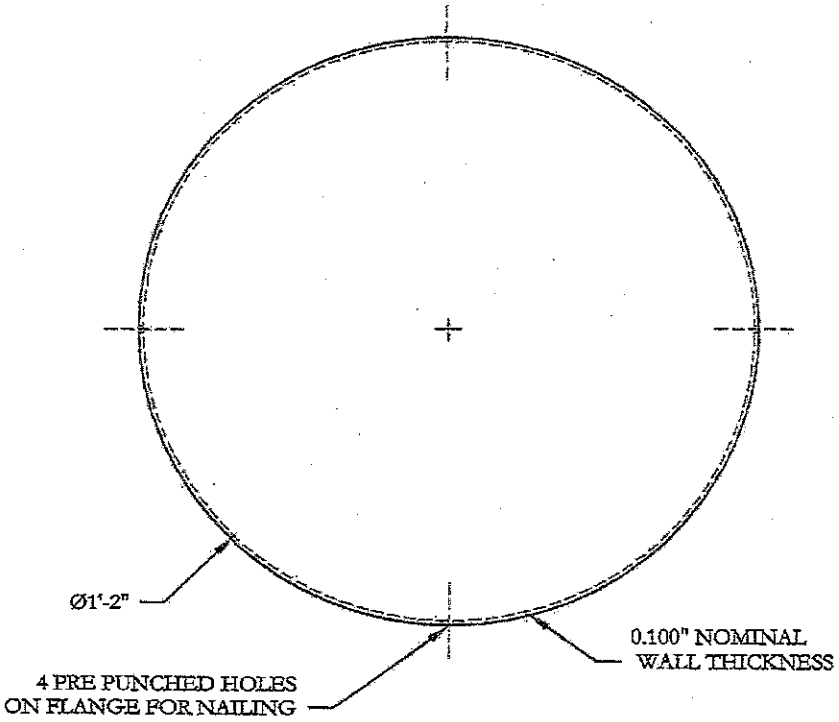
Circumferences & Diameters of Timber Piles Southern Yellow Pine & Red Pine

	CLASS A Minimums				CLASS B Minimums				CLASS C Minimums			
Length Feet	3 feet from butt		TIP		3 feet from butt		TIP		3 feet from butt		TIP	
	C	D	C	D	C	D	C	D	C	D	C	D
20	44	14	28	9	38	12	25	8	38	12	25	8
25	44	14	28	9	38	12	25	8	38	12	25	8
30	44	14	28	9	38	12	25	8	38	12	25	8
35	44	14	28	9	38	12	25	8	38	12	25	8
40	44	14	28	9	38	12	22	7	38	12	19	6
45	44	14	28	9	38	12	22	7	38	12	19	6
50	44	14	28	9	38	12	22	7	38	12	19	6
55	44	14	25	8	41	13	22	7	38	12	19	6
60	44	14	25	8	41	13	22	7	38	12	19	6
65	44	14	25	8	41	13	22	7	38	12	19	6
70	44	14	25	8	41	13	22	7	38	12	19	6
75	44	14	22	7	41	13	19	6	38	12	19	6
80	44	14	22	7	41	13	19	6	38	12	19	6
85	44	14	22	7	41	13	19	6	38	12	19	6
90	44	14	22	7	41	13	19	6	38	12	19	6

C=Circumference D=Diameter

All numbers in inches unless otherwise specified.

In class B piles, a minimum circumference of 34 in. or diameter of 11 in. at a point of 3 ft. from the butt may be specified for lengths of 25 ft. and under. In class C piles, a minimum circumference of 31 in. or diameter of 10 in. at a point of 3 feet from the butt may be specified for lengths of 25 ft. and under.



Petrothene LS 5060-00: High Density Polyethylene Injection Molding Grade

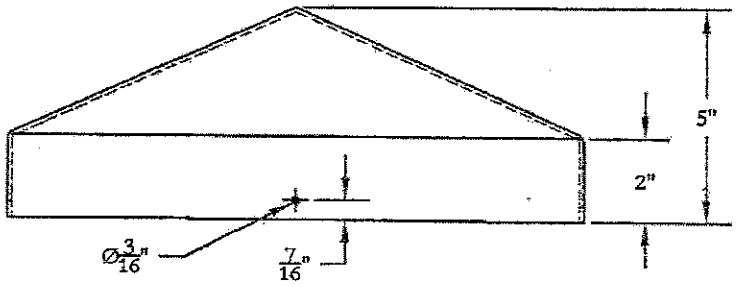
Applications: This resin exhibits excellent stiffness and impact and warp resistance. Typical Applications are pails, containers, and lids.

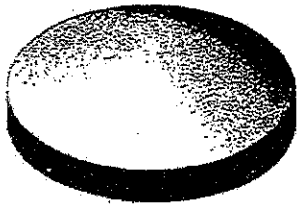
Certification: This material meets the requirements of the Food and Drug Administration regulation 21CFR Section 177.1520. This regulation allows the use of this olefin polymer in "...articles or components of articles intended for use in contact with food." Specific limitations or conditions of use may apply.

Processing Techniques: Specific recommendations for processing LS 5060-00 can only be made when the process conditions, equipment and end use are known.

PHYSICAL PROPERTIES

PROPERTY	NOM. VALUE	UNITS	ASTM METHOD
DENSITY	0.948	g/cm3	D1505
MELT INDEX	8.0	g/10 min	D1238
TENSILE STRENGTH	3,800	psi	D638
ELOGATION	970	%	D638
FLEXURAL MODULUS	145,00	psi	D790
TENSILE IMPACT	3,800	ft.-lb.	D1822
LOW TEMP BRITTLENESS	<-76	0 deg. C	D746
VICAT SOFTENING	123	0 deg. C	D1525
HARDNESS, SHORE D	65		D2240





MERCO MARINE
60 MERCO ROAD
WELLSBURG, WV 26070
PHONE: (800)396-3726
FAX: (304)737-3008

VISIT US ON THE WEB AT WWW.MERCOMARINE.COM

ALL DRAWINGS AND DETAILS ARE PROPERTY OF MERCO MARINE DO NOT COPY

TITLE: PCB-14 PCW-14 14" PILE CAP	SCALE: 3" = 1'-0"
	DRAWN BY: DAN OTTO
DATE: 12/11/2006 2:46 PM	APRVD BY: J. MERIWETHER

OCR-482
Rev. 03/06

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
OFFICE OF CIVIL RIGHTS
JACKSON, MISSISSIPPI

CERTIFICATION OF PAYMENTS TO DBE FIRMS

Project No: FBD-0200-00(020) 104143301 County: Harrison

Prime Contractor: J.E. Borries Inc.

Address: 16701 MS-57 Vancleave, MS 39565

THIS IS TO CERTIFY THAT PAYMENT IN FULL HAS BEEN MADE TO ALL DBE FIRMS UTILIZED OVER THE LIFE OF THE CONTRACT. IN ADDITION TO LISTING THE AMOUNT PAID, IF THE DBE FIRM WAS ORIGINALLY LISTED TO MEET A GOAL, PLEASE PROVIDE THE ORIGINAL COMMITMENT AMOUNT. THE COMMITMENT AMOUNT CAN BE FOUND ON THE OCR-481 FORM THAT IS A PART OF THE CONTRACT DOCUMENT.

Firm Name	R/N	R/C	Commitment	Paid
Cant Be Beat Fence Co.	x		$20,000	$19,500.00
			Total Paid:	$19,500.00
			Contract Total:	$1,251;362.90
			% Total Bid:	1.55

Stuart Jones
Submitted by

Approved by DBE Coordinator

Supervisor
Title

12/3/19
Date

10/8/2019
Date

If the paid amount is less than the commitment amount, please provide explanation for the under-payment.

cc: Office of Civil Rights (DBE Coordinator)
Project Engineer

CITY OF GULFPORT
FBD-0200-00(020)LPA/104143-301000
SUPPLEMENTAL AGREEMENT NO. 1

WHEREAS, WE, J.E. Borries, Inc, CONTRACTOR and U.S. Specialty Insurance Company, SURETY, entered into a contract with the City of Gulfport, LPA, on the 22nd day of January, 2018, for the construction of Federal Aid Project No. FBD-0200-00(020)LPA/104143-301000, Harrison County; and

WHEREAS: The City of Gulfport has requested the upgrade of the proposed landside electrical panel to be enclosed in a marine grade enclosure; and

WHEREAS: The City of Gulfport has requested additional ADA upgrades for the Terminal Pavilion handrail and stairway; and

NOW THEREFORE: It is mutually agreed by all parties that 35 working days will be added to the project for this work, revising the total working days from 35 to 100. Work addressed herein will not be considered for any increase in contract time.

ADD the following Quantities / Pay Items:

PAY ITEM	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	CONTRACT COST
104-A001	Minor Alterations to the Contract, Marine Grade Electrical Panel Enclosure Upgrade	LS	1	$11,044.00	$11,044.00
104-A001	Minor Alterations to the Contract, Handrail ADA Improvements	LS	1	$250.00	$250.00
104-A001	Minor Alterations to the Contract, Stairway ADA Improvements	LS	1	$350.00	$350.00

Total Original Construction Costs:	$1,294,853.00
Total Increase in Construction Costs:	$11,644.00
Total Revised Construction Costs:	$1,306,497.00

The Contractor is requesting an additional 35 working days follows:

35 days – Additional piling, changes to Terminal Pavilion and delays associated with upgrading the electrical panel enclosure.

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

This Supplemental Agreement has been discussed with David Seyfarth, District LPA Engineer, Greg Grondin, MDOT Construction Area Engineer, Gabe Faggard, District Construction Engineer, and Jeff Altman, MDOT State LPA Engineer.

CITY OF GULFPORT
FBD-0200-00(020)LPA/104143-301000
SUPPLEMENTAL AGREEMENT NO. 1

NOW, THEREFORE, WE, J.E. Borries, Inc., CONTRACTOR, and U.S. Specialty Insurance Company, SURETY, hereby agree to said Supplemental Agreement consisting of the above mentioned items and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

Dated, this 9th day of August, 2018.

J. E. Borries, Inc.

CONTRACTOR

U.S. Specialty Insurance Company

SURETY Kathleen B. Scarborough, Attorney-in-Fact

RECOMMENDED FOR APPROVAL:

LPA PROJECT ENGINEER — DATE 8/15/18

MDOT DISTRICT ENGINEER — DATE 8/20/2018

APPROVED:

LPA OFFICIAL

Dated this 19th day of Sept., 2018

CITY OF GULFPORT
FBD-0200-00(020)LPA/104143-301000
SUPPLEMENTAL AGGREEMENT NO. 1

DETAIL EXPLANATION OF NECESSITY OF WORK INVOLVED:

The City of Gulfport has requested the upgrade of the landside electrical panel to be enclosed in a marine-grade enclosure due to Building Code. The proposed panel is located near an existing electrical panel that is not in a marine-grade enclosure. The existing panel was in place before the current Building Code was updated. This enclosure is a long lead item, as well as additional work for both J.E. Borries, as well as the subcontractor.

EXPLANATION OF TIME INVOLVED:

The treated timber piling quantity estimate was less than as shown on the plans. This additional quantity caused additional working days for the pier construction. The unavailability of some specified material on the Terminal Pavilion has also caused delay the construction process. Additionally, the proposed marine-grade panel enclosure is a long lead item.

JUSTIFICATION OF UNIT PRICES SUBMITTED:

The price breakdown for the marine-grade electrical panel enclosure is attached. Prices have been reviewed by the Owner/Engineer/Architect and are reasonable. It is agreed that upgrades and unit prices submitted by the Contractor are reasonable with current construction pricing.

Bjorn Smith
Project Professional

LPA Official

CITY OF GULFPORT
FBD-0200-00(020)LPA/104143-30100
SUPPLEMENTAL AGGREEMENT NO. 1

DETAIL ANALYSIS OF UNIT PRICES:
See attachment.

CONTRACTOR

CITY OF GULFPORT

QUANTITY ADJUSTMENT

1. QUANTITY ADJUSTMENT NO. 1

2. DATE: 7/16/2018

3. FBD-0200-00(020)LPA/104143-301000

4. LPA: CITY OF GULFPORT

5. COUNTY: HARRISON

6. The following changes on the above project with stations, quantities, and items involved are recommended for the reasons stated in detail:

Pay Item	Description	Previous Quantity	Revised Quantity	Increase or Decrease	Unit	Unit Price	Amount
104-A001	Minor Alterations to the Contract, Marine Grade Electrical Panel Enclosure Upgrade	0	1.00	1.00	LS	$11,044.00	$11,044.00
104-A001	Minor Alterations to the Contract, Handrail ADA Improvements	0	1.00	1.00	LS	$250.00	$250.00
104-A001	Minor Alterations to the Contract, Stairway ADA Improvements	0	1.00	1.00	LS	$350.00	$350.00
907-619-S001	Construction Safety Fence	220	185.00	-35.00	LF	$12.00	($420.00)
234-A001	Temporary Silt Fence	480	200.00	-280.00	LF	$4.00	($1,120.00)
907-212-A001	Construction of Terminal Pavilion	1	0.9790	-0.0210	LS	$774,243.00	($16,226.00)
820-D001	Treated Timber Piling	0	245.00	245.00	LF	$25.00	$6,125.00
						TOTAL	$0.00

REASONS:

104-A001 Minor Alterations to the Contract, Marine Grade Electrical Panel Enclosure Upgrade - The proposed landside electrical panel was designed as a common electrical panel. The City of Gulfport has requested that the panel is enclosed in a marine grade enclosure due to the location.

104-A001 Minor Alterations to the Contract, Handrail ADA Improvements - The handrail improvements were requested by the City of Gulfport to make the Handrails ADA compliant.

104-A001 Minor Alterations to the Contract, Stairway ADA Improvements - The stairway improvements were requested by the City of Gulfport to make the Stairway ADA compliant.

907-619-S001 Construction Safety Fence - The original quantities for the project included the entire perimeter of the project limits. The entire project limits were not used and the contractor was able to use an existing fence of the neighboring property to suffice for construction safety fence needs.

406-A001 Temporary Silt Fence - The original quantities for the project included the entire perimeter of the project limits. Upon construction beginning it was realized that only the used quantities were necessary to control storm water runoff on the site.

907-212-A001 Construction of Terminal Pavilion - Due to the unavailability of specified stainless steel brackets and metal roofing, adjustments to material were allowed.

820-D001 Treated Timber Piling - There was an error when estimating the quantity of the treated timber piling bid item. The contractor drove piling per plan which exceeded the quantity listed on summary of quantities.

WORKSHEET

QUANTITY ADJUSTMENT NO. 1

FBD-0200-00(020)LPA/104143-301000

		Participating	Non-Participating		
7.	Total Cost per Gov. Est. dated 1/19/2018				$1,464,400.00
a.	Contingencies	$64,741.96	$0.00		
b.	Construction	$1,294,853.00	$0.00	$1,294,853.00	
c.	CE&I	$104,805.04	$0.00		
8.	Previous Quantity Adjustments to this Gov. Est.		$0.00	$0.00	
9.	This Quantity Adjustment	$0.00	$0.00	$0.00	
10.	CE&I Adjustments dated	$0.00	$0.00		
11.	Rev. Total Est. Cost of Project	$1,399,658.04	$0.00	*	$1,399,658.04

* Note: If line 11 is greater than line 7, then a revised government estimate is required.

12. Federal match % 80.00%

federal portion if not above the maximum awarded $1,119,726.43

13. Original Federal Funds Requested	$1,171,520.00
14. Current Estimated Federal Portion	$1,119,726.43
15. Original Estimated Local Portion	$292,880.00
16. Current Estimated Local Portion	$279,931.61

Recommended for Approval

LPA Project Engineer / Architect — Date 8/15/18

Approved

LPA Official — Date 9/19/18

[redacted]

Insured Ferry Terminals

Owner Operator

Insured

[redacted]

Broker Processing Company Name and Address

[redacted]

BXSINSURANCE

CONDITIONALITY STATEMENT

[redacted]

Coverage cannot be bound or changed by an email or voicemail request. Coverage can only be bound or changed after receipt of a signed application or change request form.

Broker Signature

Date Signed

J.E. BORRIES, INC
16701 HWY 5
VANCLEAVE, MS 39566
PHONE (228) 826-494
FAX (228) 202-534
EMAIL: JEBORRIES@GMAIL.COM

MARCH 21, 2018

BROWN, MITCHELL & ALEXANDER, INC
401 COWAN ROAD, SUITE A
GULFPORT, MS 39507

ATTN: BEN SMITH/WYATT PETERSON

RE: ELECTRICAL CHANGE REQUEST
SHIP ISLAND FERRY TERMINAL (PAVILION AND PIER) GULFPORT, MS
FEDERAL/AID PROJECT FBD-0200-00(020)/LPA 104143-301000

SIRS:

PER YOUR REQUEST, OUR SUBCONTRACTOR, KROL ELECTRIC, HAS RESEARCHED AND PRICED THE UPGRADED (3R TO 4X) MARINE GRADE 400 AMP MAIN PANEL FOR THE REFERENCED PROJECT, PER THE FOLLOWING BREAKDOWN AND LETTER OF KROL ELECTRIC INC. ATTACHED:

KROL ELECTRIC - MARINE GRADE PANEL COST	$10,294.00
DEDUCT FOR PANEL PER PLANS	$ 1,300.00
PRICE INCREASE FOR MARINE PANEL	$8,994.00
J.E. BORRIES, INC - 15% MARK-UP PER SPEC'S	$1,394.00
1.9% GEN. LIABILITY INS.	$ 197.00
3.5% TAX - M.P.C.	$ 364.00
PERF. & PAYMENT BOND 8.70/1000	$ 95.00
TOTAL INCREASE THIS CHANGE	$11,044.00

THANK YOU,
J.E. BORRIES, INC

Robert A. Hodges

BOB HODGES, PROJECT COORDINATOR

Krol Electric Inc.

12090 New Orleans Ave
Gulfport, MS 39503
Harrison

Phone 228-832-9911
Fax 228-832-0668
krolinc@bellsouth.net

March 20, 2018

J.E. Borries
16701 Hwy 57
Vancleave MS 39565

Re: Ship Island Excursion Pier

As per conversation with Greg Wyrosdick, electrical engineer, the 400amp main panel needs to be changed from a 3R panel to a 4X marine grade panel as per City of Gulfport. Price below reflects credit for originally specified panel and new price for marine grade panel.

Marine grade panel	$10,294.00
Deduct for original panel	-$1,300.00
Price increase for marine grade panel	$8,994.00

Panel has a 6 to 8 week delivery time.

Al Krol
Krol Electric, Inc.

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 18th day of September, 2018, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE SUPPLEMENTAL AGREEMENT #1 TO CONTRACT WITH J.E. BORRIES, INC., FOR THE SHIP ISLAND FERRY TERMINAL (PAVILION AND PIER) PROJECT, TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT AND FOR RELATED PURPOSES

WHEREAS, J.E. Borries, Inc., was awarded the contract for the Ship Island Ferry Terminal (Pavilion and Pier) Project to remove and replace existing pier and pilings, and construction a new terminal pavilion and site infrastructure improvements; and

WHEREAS, certain and various changes to the contract as more fully set forth in the attached Supplemental Agreement #1 which is attached hereto as a part of Exhibit "A", resulting in an INCREASE in costs ($11,644.00) and contract days (35 productive days) as more fully described in the memorandum from City Engineer Kris Riemann; and

WHEREAS, the Project Engineer (Brown, Mitchell & Alexander, Inc.) and the City Engineer have recommended approval of Supplemental Agreement #1; and

WHEREAS, approval of Supplemental Agreement #1 is in the best interest of the City of Gulfport.

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

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

SECTION 2. That Supplemental Agreement #1 to the City's contract with J.E. Borries, Inc., be and it is hereby approved in the form as is found in Exhibit "A" to this resolution, and the Mayor is, hereby, authorized to execute the same on behalf of the City of Gulfport.

SECTION 3. That the proposed changes to the contract are necessary and/or incidental to the completion of the work as originally bid, are not outside the scope of the original contract, are commercially reasonable and not made to circumvent the public purchasing statutes.

SECTION 4. That the INCREASES in cost and contract days is reasonable in light of all relevant facts and circumstances.

SECTION 5. That this Resolution shall be in effect immediately upon its passage and enactment according to law, and shall be spread upon the minutes of the Gulfport City Council.

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

YEAS:	**NAYS:**	**ABSENT:**
Casey	**None**	**Roland**
Holmes-Hines		
Walker		
Sharp		
Flowers		
Pucheu		

WHEREUPON the President declared the motion carried and the Resolution adopted, this the 18th day of September, 2018.

(SEAL)

ATTEST:

Brittany Rodgers, Clerk of Council

ADOPTED:

F.B. "Rusty" Walker, IV, President

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 19th day of September, 2018.

APPROVED:

Billy Hewes, Mayor

FINAL

COPY

LPA-CSU-001 For LPA's

Final Statement of Work Completed

REV 4/01/2016

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
MDOT REIMBURSEMENT ESTIMATE - RECAP SHEET

Date Processed October 16, 2019
Vendor Number 3100023357 0
Project No. 104143-301000
In Account With City of Gulfport
Contract Number: CS 00005175
Est. No. 21 FINAL

MDOT Project Number FBD-0200-00(020)LPA
County Harrison
Address P.O. Box 1780, Gulfport, MS 39502
Surety
Period October 1, 2019 THRU October 16, 2019

P.O. No. 3941
Invoice Number: 23197
Sheet No. 1
Document No.

CONTRACTOR ADVANCE COPY

	Line Item	OCA	User Code 1	Object	Project Number / Detail Code	User Code 2	Current Period	Previous Estimate	Total Allowed to Date
Total Participating Cost	000001	080120	153	1612	104143-301000	1	1,062.56	100,689.48	101,752.04
Total							1,062.56	100,689.48	101,752.04
Total All Work Due							1,062.56	100,689.48	101,752.04
Total Net Work Due							**1,062.56**	**100,689.48**	**101,752.04**

CONTRACTOR ADVANCE COPY

CONTRACTOR ADVANCE COPY

Quantities Checked
Original Signed
Brown, Mitchell, and Alexander, Inc. Project Engineer
LPA Official
City of Gulfport

Approved By:
Consultant Services Unit [redacted]

Contract Not To Exceed Amount
$104,805.04

NTP Date
October 6, 2017

Termination Date
TBD

AMOUNT OF PAYMENT FOR PROGRESS ESTIMATES AND FINAL ESTIMATES SHOULD BE ROUNDED TO THE NEAREST CENTS ($0.00)

CONTRACTOR ADVANCE COPY

% Matching Funds Deduction for LPA **20.00000%**	001	080120	153	1612	104143-301000	1	(212.51)	(20,137.90)	(20,350.41)
						TOTAL Net Amount Owed to the LPA	**850.05**	**80,551.58**	**81,401.63**

THE SOLE PURPOSE OF THE ENGINEER'S SIGNATURE IS TO ACKNOWLEDGE THAT THE LPA HAS SUBMITTED ALL REQUIRED DATA BY THE LPA MANUAL FOR PAYMENT

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

401 Cowan Road, Suite A
Gulfport, MS 39507
228-864-7612
fax 228-864-7676

796 Vieux Marche, 2nd Floor
Biloxi, MS 39530
228-436-7612
fax 228-436-7676

CITY OF GULFPORT
P O BOX 1780
GULFPORT, MS 39502

ATTN: Mr. Gus Wesson

City of Gulfport PO #196805-00

DATE: 10/16/2019

INVOICE #: 23197 (FINAL)

PERIOD: 10/01/19 - 10/16/19

BMA PROJECT #: 16-3515C
PAY REQUEST #21 (FINAL)

CONSTRUCTION ENGINEERING & INSPECTION SERVICES
MISSISSIPPI DEPARTMENT OF TRANSPORTATION
PROJECT NO. FBD-0200-00(020)LPA/104143-301000
SHIP ISLAND FERRY BOAT TERMINAL FACILITY IMPROVEMENTS
GULFPORT, HARRISON COUNTY, MISSISSIPPI

TOTAL CONTRACT AMOUNT: $104,805.04

	CURRENT PERIOD	PREVIOUS ESTIMATE	TOTAL TO DATE
DIRECT SALARIES	$1,062.56	$90,596.35	$91,658.91
SUBCONSULTANT EXPENSE (See Attached Supporting Data)	$0.00	$8,372.89	$8,372.89
DIRECT COSTS (See Attached Supporting Data)	$0.00	$1,720.24	$1,720.24
PROJECT SUBTOTAL	$1,062.56	$100,689.48	$101,752.04
AMOUNT DUE THIS INVOICE	**$1,062.56**	**$100,689.48**	**$101,752.04**

BROWN, MITCHELL & ALEXANDER, INC.

ATTACHMENT A

Billing Period: 10/01/19 - 10/16/19 BMA Invoice #23197 (FINAL)

CONSTRUCTION ENGINEERING & INSPECTION SERVICES
MISSISSIPPI DEPARTMENT OF TRANSPORTATION
PROJECT NO. FBD-0200-00(020)LPA/104143-301000
SHIP ISLAND FERRY BOAT TERMINAL FACILITY IMPROVEMENTS
GULFPORT, HARRISON COUNTY, MISSISSIPPI

EMPLOYEE / CLASSIFICATION	2017 RATE OF PAY	CURRENT PERIOD HOURS	CURRENT PERIOD COSTS	PREVIOUS COSTS	COSTS TO DATE
Dax Alexander Principal	$137.23	0.75	$102.92	$2,230.01	$2,332.93
Ben Smith Sr. Project Engineer	$119.06	0.00	$0.00	$11,846.50	$11,846.50
Gant/Martin Project Engineer	$90.10	0.00	$0.00	$6,397.11	$6,397.11
Engineer Intern	$49.58	0.00	$0.00	$12,072.73	$12,072.73
Dawn Ellerman / Towles Sr. Cadd Tech	$76.16	0.00	$0.00	$133.28	$133.28
Jim Featherston RPR III	$76.16	0.00	$0.00	$27,531.84	$27,531.84
Lizana/Peterson RPR I	$68.54	11.50	$788.21	$16,004.09	$16,792.30
McCampbell/Phillips Admin / Clerical	$68.57	1.50	$102.86	$1,868.54	$1,971.40
Galle/Shaw/McLendon Admin / Clerical	$68.57	1.00	$68.57	$7,062.75	$7,131.32
Knoll/Eckford/Allizzo Admin / Clerical	$68.57	0.00	$0.00	$3,891.36	$3,891.36
Otto/Collins RLS	$80.03	0.00	$0.00	$720.28	$720.28
Adams/Jenkins/Bremenkamp Survey Crew Chief	$49.29	0.00	$0.00	$837.93	$837.93
Subtotal - Labor		14.75	$1,062.56	$90,596.35	$91,658.91
Plus: Subconsultant Expense			$0.00	$8,372.89	$8,372.89
Direct & Reimbursable Costs			$0.00	$1,720.24	$1,720.24
TOTAL			$1,062.56	$100,689.48	$101,752.04

BROWN, MITCHELL & ALEXANDER, INC.
TIMESHEET SUMMARY WORKSHEET
Billing Period: 10/01/19 - 10/16/19 BMA Invoice #23197 (FINAL)

CONSTRUCTION ENGINEERING & INSPECTION SERVICES
MISSISSIPPI DEPARTMENT OF TRANSPORTATION
PROJECT NO. FBD-0200-00(020)LPA/104143-301000
SHIP ISLAND FERRY BOAT TERMINAL FACILITY IMPROVEMENTS
GULFPORT, HARRISON COUNTY, MISSISSIPPI

PERIOD	EMPLOYEE / CLASSIFICATION	2017 BILLING RATE	CURRENT PERIOD HOURS	CURRENT PERIOD COSTS	PREVIOUS COSTS
10/01/19 - 10/16/19	Dax Alexander Principal	$137.23	0.75	$102.92	$2,230.01
10/01/19 - 10/16/19	Ben Smith Sr. Project Engineer	$119.06		$0.00	$11,846.50
10/01/19 - 10/16/19	Gant/Martin Project Engineer	$90.10		$0.00	$6,397.11
10/01/19 - 10/16/19	Engineer Intern	$49.58		$0.00	$12,072.73
10/01/19 - 10/16/19	Ellerman / Towles Sr Cadd Tech	$76.16		$0.00	$133.28
10/01/19 - 10/16/19	Featherston - RPR	$76.16		$0.00	$27,531.84
10/01/19 - 10/16/19	Lizana/Peterson RPR I	$68.54	11.50	$788.21	$16,004.09
10/01/19 - 10/16/19	McCampbell/Phillips Admin/Clerical	$68.57	1.50	$102.86	$1,868.54
10/01/19 - 10/16/19	Galle/Shaw/McLendon Admin/Clerical	$68.57	1.00	$68.57	$7,062.75
10/01/19 - 10/16/19	Knoll/Eckford/Allizzo Admin/Clerical	$68.57		$0.00	$3,891.36
10/01/19 - 10/16/19	Otto/Collins RLS	$80.03		$0.00	$720.28
10/01/19 - 10/16/19	Adams/Jenkins/Bremenkamp Survey Crew Chief	$49.29		$0.00	$837.93
TOTALS			14.75	$1,062.56	$90,596.35

BROWN, MITCHELL & ALEXANDER, INC.

RECAP OF SUBCONSULTANT EXPENSES & DIRECT COSTS

Billing Period: 10/01/19 - 10/16/19 BMA Invoice #23197 (FINAL)

CONSTRUCTION ENGINEERING & INSPECTION SERVICES
MISSISSIPPI DEPARTMENT OF TRANSPORTATION
PROJECT NO. FBD-0200-00(020)LPA/104143-301000
SHIP ISLAND FERRY BOAT TERMINAL FACILITY IMPROVEMENTS
GULFPORT, HARRISON COUNTY, MISSISSIPPI

SUBCONSULTANT	EXPENSE	PREVIOUS	COSTS TO DATE	Budget	Budget Balance
Eley Guild Hardy Architects, P.A. Architectural Consultant	$0.00	$7,062.45	$7,062.45	$11,992.46	$4,930.01
Quality Engineering Services, Inc. Testing Consultant	$0.00	$1,310.44	$1,310.44	$2,199.37	$888.93
SUBCONSULTANT TOTAL	$0.00	$8,372.89	$8,372.89	$14,191.83	$5,818.94

DIRECT EXPENSES	EXPENSE	PREVIOUS	COSTS TO DATE	Budget	Budget Balance
Mileage	$0.00	$395.90	$395.90	$2,653.60	$2,257.70
Field Supplies	$0.00	$0.00	$0.00	$50.00	$50.00
Drone Aerial Imagery	$0.00	$300.00	$300.00	$1,200.00	$900.00
Reproduction	$0.00	$1,000.08	$1,000.08	$150.00	($850.08)
Telephone	$0.00	$0.00	$0.00	$0.00	$0.00
UPS/FedEx	$0.00	$24.26	$24.26	$0.00	($24.26)
DIRECT EXPENSES TOTAL	$0.00	$1,720.24	$1,720.24	$4,053.60	$2,333.36

OCR-484
Rev. 8/2017

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
OFFICE OF CIVIL RIGHTS
JACKSON, MISSISSIPPI

CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS

Project No: FBD-0200-00(020)104143-301000 County: Harrison

Prime Contractor: _____

Project Engineer: Brown, Mitchell & Alexander, Inc. Ship Island Ferry Boat Terminal Facility Improvements Project

THIS IS TO CERTIFY THAT PAYMENT HAS BEEN MADE TO THE FOLLOWING SUBCONTRACTING FORMS FOR THE AMOUNT INDICATED FOR WORK PERFORMED OR MATERIALS/SUPPLIES PURCHASED, ON THE REFERENCED PROJECT TO SATISFY THE DBE REQUIREMENTS. * THIS REPORT IS SUBJECT TO AUDIT *****

Prime Contractor	Date of Payment	Amount Paid This Period	Total Paid to Date
DBE ☐ Yes / ☐ No			

DBE Firm (listed on OCR-481 to meet Project Goal)	Type of Firm	Date of Payment	Amount Paid This Period	Total Paid to Date	Amount of Retainage Withheld	Amount of Retainage Paid	Percent of Retainage Paid	% Sub-Contract Complete

DBE Firm (not listed on OCR-481 to meet Project Goal)	Type of Firm	Date of Payment	Amount Paid This Period	Total Paid to Date	Amount of Retainage Withheld	Amount of Retainage Paid	Percent of Retainage Paid	% Sub-Contract Complete

Non-DBE Firm	Type of Firm	Date of Payment	Amount Paid This Period	Total Paid to Date	Amount of Retainage Withheld	Amount of Retainage Paid	Percent of Retainage Paid	% Sub-Contract Complete
Eley Guild Hardy	CS			7062.45	0.00	0.00	0%	100.00%
Quality Engineering	CS		0.00	1310.44	0.00	0.00	0%	100.00%

Michelle Phillips
Submitted by

Total DBE Project Goal: _____

Business Manager
Title

Date: 10/16/19

***** INSTRUCTIONS *****

1. Contractor must submit this report for **EVERY PROJECT** each month to the Project Engineer.
2. If no payments are made this period, submit a negative or no change report to the Project Engineer.
3. The Project Engineer will attach a copy of the OCR-484 to the Monthly Estimate; Project Engineer will submit original to the Office of Civil Rights.
4. Progress estimates will be withheld if Contractor fails to submit OCR-484.
5. Type of firm is either (S) for Supplier, (C) for Contractor, (B) for Bonding, (M) for Miscellaneous, or (CS) for Consultant.

Client Invoice Register

Brown, Mitchell & Alexander, Inc.

16-3515C

Wednesday, October 16, 2019

Date range: from: 10/01/2019 to 10/31/2019

City of Gulfport Leisure Services

Invoice Date: 10/16/2019

Invoice Number: 23197 (FINAL)

	Date	Billed Units	Billed Rate	Billed Amount
Construction Engineering				
Construction Engineering BMA				
Time and Expense				
Labor				
Principal Engineer				
Project Management				
Dax Alexander, P.E.	10/15/2019	0.75	137.23	102.92
project management				
			Employee type total	**102.92**
RPR I				
Construction Administration				
Wyatt A. Peterson	10/8/2019	2.00	68.54	137.08
Final estimate package. Coordination with City of Gulfport and contractor.				
Wyatt A. Peterson	10/9/2019	2.00	68.54	137.08
final estimate package.				
Wyatt A. Peterson	10/10/2019	0.50	68.54	34.27
Finalizing final estimate package. Project coordination.				
Wyatt A. Peterson	10/14/2019	1.00	68.54	68.54
Final estimate package.				
Wyatt A. Peterson	10/15/2019	5.00	68.54	342.70
Finishing final estimat package.				
Wyatt A. Peterson	10/14/2019	1.00	68.54	68.54
Final estimate package.				
			Employee type total	**788.21**
Admin II/Spec Tech				
Administrative				
Michelle R. Phillips	10/15/2019	0.50	68.57	34.29
Status with Wyatt for final package				
Michelle R. Phillips	10/16/2019	1.00	68.57	68.57
Final invoice format; ltr to G. Wesson				
			Employee type total	**102.86**
Clerical				
Construction Administration				
Danielle McLendon	10/16/2019	1.00	68.57	68.57
delivering final estimate package				

Client Invoice Register

Brown, Mitchell & Alexander, Inc.

Wednesday, October 16, 2019

Date range: from: 10/01/2019 to 10/31/2019

City of Gulfport Leisure Services

Invoice Date: 10/16/2019

Invoice Number: 23197 (FINAL)

Date	Billed Units	Billed Rate	Billed Amount
		Employee type total	68.57
		Labor total	1,062.56
		Phase total	1,062.56
		Total	1,062.56
		Project total	1,062.56
		Invoice total	1,062.56

Timesheet

Brown, Mitchell & Alexander, Inc.

Dax Alexander, P.E.

Timesheet date: 10/18/2019

Target percent billable 58.00% Timesheet percent billable 57.30%

Employee Status: Active

Project	Task	Activity	Employee Type	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Total
Gulfport Downtown Streetscape Ph III - East 17-3544A	Basic Services Construction Administration Phase Civil - BMA	Construction Phase	Principal Engineer			1.25	0.50				1.75
Seaway Lead Improvements 19-3673A	Proposal Development	Proposal	Principal Engineer			1.50	2.75	0.50			4.75
Leakesville MSA WA #1 19-3639A-01	Business Development	Project Management	Principal Engineer								0.00
Bienville Orthopaedic Gautier MOB - Surgery Center 11-3303S	Task 4: Civil Site Design Design - Engineering	Design	Principal Engineer			0.50					0.50
SRHS - WA#8 Bridge & Railing Improvements at SRH 16-3517A-08	Bridge Structural Analysis & Lighting/Railing Concepts	Project Management	Principal Engineer			1.25					1.25
Ship Island Ferry Terminal CE&I [illegible]	Construction Engineering BMA	Project Management	Principal Engineer				0.75				0.75
CofGpt Airport Road Extension & Roundabout Project 15-3470A	Preliminary Engineering - BMA	Design	Principal Engineer				0.50				0.50
MSCCCC Proposed Hotel - Design 17-3570A	Civil Design Design - Engineering	Design	Principal Engineer				0.25				0.25
Simmons Mining Permit 18-3594A	Additional: Preparation for 9/20/10 Planning Commission meeting	Project Management	Principal Engineer				1.25				1.25
Leakesville MSA 2019 - WA#1 Engineering Support for SRF Project 19-3639D-01	Business Development	Project Management	Principal Engineer			0.25					0.25
HCDC Engineering 72-0664A-2012	012 Engineering & Maintenance	Project Management	Principal Engineer					0.25			0.25
Mississippi Aquarium - Flood Wall Issue (Legal) 15-3469L	Legal	Project Management	Principal Engineer					0.75			0.75
BUS DEVELOPMENT	Misc RFQ	RFQ	Principal Engineer					0.50			0.50
			Direct Total	0.00	0.00	4.75	6.00	2.00	0.00	0.00	12.75
Overhead											
Administration				0.75		5.00	3.25	0.50			9.50

Timesheet

Brown, Mitchell & Alexander, Inc.

Wyatt A. Peterson

Timesheet date: 10/11/2019

Target percent billable 90.00% Timesheet percent billable 87.50%

Employee Status: Active

Gulfport Downtown Streetscape Ph III - East 17-3544A	Additional Services Resident Project Representation Civil RPR - BMA Ph III	Construction Observation	RPR III			1.00			3.00		4.00
Ocean Enterprise Facility - Task 1b: Bldg & Site Pkg 18-3593A-1b	Task 1b: Basic Services Prefinal Construction Dcouments	Design	Engineering Intern I				1.00	2.00	2.50	1.00	6.50
West Biloxi Public Access & Living Shoreline Ph 1b 16-3512A-01b	Basic Services Construction Documents	Permitting	Engineering Intern I						0.50	1.00	1.50
E. Biloxi Living Shoreline Boardwalk (D&E) #1009 RPR Services 17-3555D-05	Resident Project Representative	Construction Observation	RPR III				3.00	3.00		1.00	7.00
Seaway Lead Improvements 19-3673A	Proposal Development	Proposal	Engineering Intern I			1.00	2.00	1.00	1.50	0.50	6.00
GBRAA - WA #4 Hangar Street Extension 16-3492A-04	Basic Services Construction - BMA	Construction Administration	Engineering Intern I			1.50				0.50	2.00
Coast Cardiovascular Facility 18-3625A	Phase 6 Hourly Services Construction Administration	Construction Administration	Engineering Intern I			0.50					0.50
CTA Gulfport Library Rehabilitation - Transit Center 16-3498D-01	Basic Services Construction Administration	Construction Administration	Engineering Intern I			0.50					0.50
E. Biloxi Living Shoreline Parking Lot 17-3555D-04	Basic Services Construction Administration	Construction Administration	Engineering Intern I					1.00	0.50		1.50
Bolton Building Parking 18-3584A	Basic Services Construction Administration	Construction Administration	Engineering Intern I							1.00	1.00
Ship Island Ferry Terminal CE&I 16-3430	Construction Engineering BMA	Construction Administration	RPR I				2.00	2.00	0.50		4.50
			Direct Total	0.00	0.00	4.50	8.00	9.00	8.50	5.00	35.00
Overhead											
Administration						1.50					1.50
Education/Seminars							2.00		1.50		3.50
			Overhead Total	0.00	0.00	1.50	2.00	0.00	1.50	0.00	5.00

Timesheet

Brown, Mitchell & Alexander, Inc.

Wyatt A. Peterson

Timesheet date: 10/18/2019

Target percent billable 90.00% Timesheet percent billable 83.33%

Employee Status: Active

Gulfport Downtown Streetscape Ph III - East 17-3544A	Additional Services Resident Project Representation Civil RPR - BMA Ph III	Construction Observation	RPR III			2.00	2.00				4.00
Ocean Enterprise Facility - Task 1b: Bldg & Site Pkg 18-3593A-1b	Task 1b: Basic Services Prefinal Construction Dcouments	Design	Engineering Intern I								0.00
Ship Island Ferry Terminal CE&I 16-3515C	Construction Engineering BMA	Construction Administration	Engineering Intern I								0.00
West Biloxi Public Access & Living Shoreline Ph 1b 16-3512A-01b	Basic Services Construction Documents	Design	Engineering Intern I			1.00					1.00
E. Biloxi Living Shoreline Boardwalk (D&E) #1009 RPR Services 17-3555D-05	Resident Project Representative	Construction Observation	RPR III			2.00					2.00
Seaway Lead Improvements 19-3673A	Proposal Development	Proposal	Engineering Intern I			0.50					0.50
GBRAA - WA #4 Hangar Street Extension 16-3492A-04	Basic Services Construction - BMA	Construction Administration	Engineering Intern I								0.00
Coast Cardiovascular Facility 18-3625A	Phase 6 Hourly Services Construction Administration	Construction Administration	Engineering Intern I								0.00
CTA Gulfport Library Rehabilitation - Transit Center 16-3498D-01	Basic Services Construction Administration	Construction Administration	Engineering Intern I				0.50				0.50
E. Biloxi Living Shoreline Parking Lot 17-3555D-04	Basic Services Construction Administration	Construction Administration	Engineering Intern I								0.00
Ship Island Ferry Terminal CE&I [illegible]	Construction Engineering BMA	Construction Administration	RPR I			1.00	6.00				6.00
Ship Island Ferry Terminal CE&I 16-3515C	Construction Engineering BMA	Construction Administration	RPR I			1.00					1.00
			Direct Total	0.00	0.00	7.50	7.50	0.00	0.00	0.00	15.00

Overhead

Administration						1.50					1.50
Bad weather - hurricane											0.00

Timesheet

Brown, Mitchell & Alexander, Inc.

Michelle R. Phillips

Timesheet date: 10/18/2019

Target percent billable 38.00% Timesheet percent billable 33.33%

Employee Status: Active

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
CofGpt Airport Road Extension & Roundabout Project 15-3470A	Preliminary Engineering - BMA	Administrative	Administrative III			0.50					0.50
TPI MSA WA#7 - General Services 12-3361A-07	Project Mgt Services Engineering	Administrative	Administrative III			0.50					0.50
Leakesville MSA WA #1 19-3639A-01	Business Development	Administrative	Administrative III								0.00
Seaway Lead Improvements 19-3673A	Proposal Development	Administrative	Administrative III			0.50					0.50
Leakesville MSA 2019 - WA#1 Engineering Support for SRF Project 19-3639D-01	Business Development	Administrative	Administrative III			0.50					0.50
Ship Island Ferry Terminal CE&I 18-3515C	Construction Engineering BMA	Administrative	Administrative III				0.50	1.00			1.50
			Direct Total	0.00	0.00	2.00	0.50	1.00	0.00	0.00	3.50

Overhead

Administration						7.00					7.00
Bad weather - hurricane											0.00
Education/Seminars											0.00
Holiday											0.00
Marketing											0.00
PTO											0.00
			Overhead Total	0.00	0.00	7.00	0.00	0.00	0.00	0.00	7.00
			Regular Total	0.00	0.00	9.00	0.50	1.00	0.00	0.00	10.50
			Timesheet Total	0.00	0.00	9.00	0.50	1.00	0.00	0.00	10.50

Employee Signature Date

Supervisor Signature Date

	Name	Date
Employee submitted		
Supervisor approved		
Accounting approved		

Timesheet

Brown, Mitchell & Alexander, Inc.

Danielle McLendon

Timesheet date: 10/18/2019

Target percent billable 85.00% Timesheet percent billable 34.21%

Employee Status: Active

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Gulfport Downtown Streetscape Ph III - East 17-3544A	Additional Services Resident Project Representation Civil RPR - BMA Ph III	Construction Observation	Engineer Co-op			1.00	0.50				1.50
Gulfport Downtown Streetscape Ph III - East 17-3544A	Basic Services Construction Administration Phase Civil - BMA	Construction Documents	Engineer Co-op			1.00					1.00
Gulfport Downtown Streetscape Ph III - East 17-3544A	Basic Services Construction Administration Phase Civil - BMA	Calculations	Engineer Co-op				1.50				1.50
GBIA Rental Car Lot Improvements 19-3668A	Design	Construction Documents	Engineer Co-op				1.50				1.50
Ship Island Ferry Terminal CE&I 16-3515C	Construction Engineering BMA	Construction Administration	Engineer Co-op								0.00
Ship Island Ferry Terminal CE&I 16-3515C	Construction Engineering BMA	Construction Administration	Clerical					1.00			1.00
			Direct Total	0.00	0.00	2.00	3.50	1.00	0.00	0.00	6.50

Overhead

Administration						7.00	5.50		-		12.50
Bad weather - hurricane											0.00
Education/Seminars											0.00
Holiday											0.00
Marketing											0.00
PTO											0.00
			Overhead Total	0.00	0.00	7.00	5.50	0.00	0.00	0.00	12.50
			Regular Total	0.00	0.00	9.00	9.00	1.00	0.00	0.00	19.00
			Timesheet Total	0.00	0.00	9.00	9.00	1.00	0.00	0.00	19.00

JOHN DEERE FINANCIAL

Lease Schedule

Lease Schedule No.	**020-0058651-004**
Master Lease Agreement No.	**0058651**

Lessee: (Name & Address)	**CITY OF GULFPORT** 2309 15TH ST, , GULFPORT, MS 39501-2027
Lessor:	**DEERE CREDIT, INC.** 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

LEASE TERM

Lease Term Start Date	Lease Term End Date	# Of Payments	Lease Payment	*Property Tax	*Sales/Use Tax	Total Lease Payment
04/15/2020	04/15/2023	36	$5,740.15	$0.00	$0.00	$5,740.15

*If part of the regular scheduled lease payment

PAYMENT TERMS

Due Date	1st Payment Due Date	Discount Rate
15	04/15/2020	Internal Rate of Return minus 2 percent (2%)
Billing Period	**Irregular Payments**	
☑ Monthly ☐ Quarterly ☐ Semi-Annual ☐ Annual ☐ Irregular		

PAYMENT DUE AT SIGNING

Advance Lease Payment**	$5,740.15
Origination Fee	$0.00
Security Deposit	$0.00
Total Due At Signing	$5,740.15

Advance Lease Payment includes the first (1**) and last (**0**) Lease Payment(s)

"Master Agreement" shall mean the above referenced Master Lease Agreement. "Schedule" shall mean this Lease Schedule. "Lease" shall mean this Schedule and the Master Agreement. All of the terms and conditions set forth in the Master Agreement and any amendment, addendum, schedule or attachment thereto or hereto including, but not limited to, the Equipment Return Provisions are hereby incorporated into and made a part of this Schedule.

Lease Payments. You agree to remit the Lease Payments (and applicable sales, use and property taxes) on the dates noted above and all other amounts when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450.

Hourly Charges. You certify that the engine hour meter reading on each item of Equipment is accurate as of the date you sign this Schedule. If you use any Equipment during the Lease Term for more than the Engine Hour Limit indicated above for that item of Equipment, you will pay to us within 10 days of the Lease Term End Date (or any earlier termination of the Lease) an amount equal to the Excess Hour Charge for that item of Equipment for each engine hour in excess of the Engine Hour Limit. If the Lease is terminated, cancelled or extended for any reason, the Engine Hour Limit will be prorated by us in our sole discretion.

Representations and Warranties. You represent and warrant to us, as of the date you signed this Schedule, that (1) the Equipment was selected by you; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (3) the safe operation and the proper servicing of the Equipment were explained to you; (4) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (5) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (6) the Equipment is in good condition and repair (operating and otherwise); (7) the Equipment shall be used only for the purpose indicated herein; (8) except as disclosed to us, neither you nor any person related to you will have an equity interest in the Equipment on the Lease Term Start Date; and (9) all information provided to us by you is true and correct.

You acknowledge and agree that: (1) we did not select, manufacture or supply any of the Equipment; (2) we acquired the Equipment at your direction; (3) you selected the supplier of the Equipment; (4) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (5) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (6) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 508 – 522 of Article 2A of the Uniform Commercial Code.

Lease Payments may be based on the assumption that we will be entitled to certain tax benefits as the owner of the Equipment. If you take or fail to take any action that results in a loss of such tax benefits, you will pay us, on demand, the amount we calculate as the value of such lost tax benefits.

Miscellaneous. You agree that we can access any information regarding the location, maintenance, operation and condition of the Equipment, and you irrevocably authorize anyone in possession of such information to provide all of that information to us upon our request. You also agree to not disable or otherwise interfere with any information-gathering or transmission device within or attached to the Equipment. You permit us to monitor and record telephone conversations between you and us. By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.

You acknowledge and agree that, if You execute this Lease Agreement with your electronic signature, (a) you are signifying your intent to enter into this Lease Agreement and that this Lease Agreement be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this Lease Agreement using your written signature, and (b) this Lease Agreement is an electronic record executed by you using your electronic signature. You agree that unless the authoritative electronic copy of this Lease Agreement ("Authoritative Copy") is converted to paper and marked as the original by us (the "Paper Contract"), the Authoritative Copy shall at all times reside in a document management system designated by us for the storage of authoritative copies of electronic records (the "DMS"), and shall be deemed held in the ordinary course of business. In the event the Authoritative Copy is converted to a Paper Contract, you acknowledge and agree that (1) your signing of this Lease Agreement also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this Lease Agreement, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract, and (3) your obligations will be evidenced by the Paper Contract alone after such conversion.

Lease Schedule – Equipment List

Supplier (Name & Address)	BEARD EQUIPMENT COMPANY 2459 NORTH BELTLINE HWY, MOBILE, AL 36617

EQUIPMENT INFORMATION

Year	Make	Equipment Description	Serial Number	Engine Hour Meter	Engine Hour Limit	Excess Hour Charge	Payment
2020	JD	7400A 3WD (DIESEL) MOWER	1TC740AVEKN065039	0	600/YR	$15.00/HR	$988.42
2020	JD	7200A 3WD (DIESEL)MOWER	1TC7200AKLV070012	0	600/YR	$15.00/HR	$858.38
2020	JD	PROGATOR 2020A GAS	1TC202ATKLT120169	0	600/YR	$15.00/HR	$554.65
2020	JD	PROGATOR 2020A GAS	1TC202ATPLT120140	0	600/YR	$15.00/HR	$554.65
2020	JD	PROGATOR 2020A GAS	1TC202ATEKT120052	0	600/YR	$15.00/HR	$523.13
2020	JD	SPRAYER, HD200	1TC200GXVKT100196	N/A	N/A	N/A	$331.83
2020	JD	950M GAS MIDZ MOWER	1TC950MDEKT070651	0	600/YR	$15.00/HR	$243.59
2020	JD	950M GAS MIDZ MOWER	1TC950MDHKT080028	0	600/YR	$15.00/HR	$243.59
2020	JD	950M GAS MIDZ MOWER	1TC950MDPKT080035	0	600/YR	$15.00/HR	$243.59
2020	JD	TX TURF GAS GATOR	1M04X2XDJLM150756	0	600/YR	$15.00/HR	$193.99
2020	JD	TX TURF GAS GATOR	1M04X2XDCLM150757	0	600/YR	$15.00/HR	$193.99
2020	JD	TX TURF GAS GATOR	1M04X2XDKLM150769	0	600/YR	$15.00/HR	$193.99
2020	JD	TX TURF GAS GATOR	1M04X2XDTLM150770	0	600/YR	$15.00/HR	$193.99
2020	JD	Z920M GAS MIDZ MOWER	1TC920MVAJT070015	0	600/YR	$15.00/HR	$211.18
2020	JD	Z920M GAS MIDZ MOWER	1TC920MVLJT070016	0	600/YR	$15.00/HR	$211.18

Equipment Location	2309 15TH ST, GULFPORT, MS, 39501-2027	OUTSIDE city limits: ☐	HARRISON COUNTY

BY SIGNING THIS SCHEDULE, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS SCHEDULE AND THE MASTER AGREEMENT.

LESSEE

CITY OF GULFPORT
2309 15TH ST
GULFPORT, MS 39501-2027

By: _____
BILLY HEWES, MAYOR

Date: _____

LESSOR

DEERE CREDIT, INC.
6400 NW 86th ST, PO BOX 6600
JOHNSTON, IA 50131-6600

By: _____

Date: _____

Equipment Return Provisions

Lease Schedule No.	**020-0058651-004**
Master Lease Agreement No.	**0058651**

Lessee: (Name & Address)	**CITY OF GULFPORT** 2309 15TH ST, , GULFPORT, MS 39501-2027
Lessor:	**DEERE CREDIT, INC.** 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

The following Equipment Return Provisions are hereby incorporated into and made a part of the above referenced Master Lease Agreement (the "Master Agreement"), and entered into between Deere Credit, Inc., as Lessor ("us", "we" or "our"), and CITY OF GULFPORT, as Lessee ("you" or "your"). Pursuant to Section 9 of the Master Lease Agreement, all Equipment must be returned to us in satisfactory condition. Unsatisfactory condition shall include any condition described in Sections 1 through 4 below ("Excessive Wear and Tear").

1. Mechanical.
- A. Computer systems or safety and emission control equipment not in proper working order.
- B. Mechanical components that are missing, broken or unsafe or that do not operate normally, other than normal tune-ups, given the age of the equipment.
- C. Wear on power train assembly that exceeds manufacturer's then current standards for normal wear and tear.
- D. Any air filters not within manufacturer's specifications.
- E. Any gauges or fluid indicators that are damaged or do not function, the electrical system fails to operate properly, the battery fails to hold a charge or any wire harnesses that are not tied down and kept secured, dry and clean.
- F. Any pumps, motors, valves or cylinders not in good operating condition or that fail to meet manufacturer's rated specifications or hydraulic system exceeds manufacturer's then-current contaminant standards (as shown by oil sample analysis). Equipment not serviced according to the manufacturer's operating manual.
- G. Any lubricant, water or A/C seal leaks.

2. Exterior.
- A. Dents larger than 2 inches in diameter.
- B. Excessive number of dents or scratches.
- C. Any scratch 8" or longer that reaches the metal skin.
- D. Any single chip the size of a quarter or larger or multiple small chips within one square foot.
- E. Substandard paint repairs, such as peeling, bubbling or mismatched shades that evidence poor condition in comparison with original paint and require repainting at a cost in excess of $200.
- F. Rust holes in the body metal or a rust spot that covers more than a 4-inch square area.
- G. Any glass that must be replaced due to cracks or missing glass and any windshield damages greater than $50 in amount.
- H. All frame damage and substandard frame repairs.
- I. Any tires or tracks that (a) have broken side walls or excessive cuts or damages, or (b) have less than 50% of the original useful life remaining, or (c) are not of the same size, type grade or equivalent quality manufacturer as were originally included on the Equipment.

3. Cab/Operator Platform.
- A. Heavy interior soil or strong odors, such as manure, that cannot be removed by general cleaning.
- B. Unclean condition of operator environment.
- C. Holes, tears, or burns on the dash, floor covers, seats, headliners, upholstery or interior.

4. General.
- A. Equipment not operated or maintained in accordance with the manufacturer's specifications or if components, fuels or fluids, on or in connection with the Equipment that do not meet manufacturer's standards were used.
- B. Any other damage that in the aggregate costs $250 or more to repair or that makes the Equipment unlawful or unsafe to operate.

5. Other.
- A. All warranty and PIP work must be completed prior to the Lease Term End Date of the Lease Schedule relating to the Equipment.
- B. The Equipment must be cleaned prior to its return.
- C. The Equipment must be prepared for storage according to the operators manual, including flushing the system and use of winterization fluid.

6. Hour Meter. For each item of Equipment returned with a broken or missing hour meter, you shall accept an invoice from us and remit to us an amount equal to $1,000. You agree that the hour meter included with the Equipment is conclusive of the number of hours of Equipment use.

7. Invoices for Excess Wear And Tear. Upon any return of the Equipment, we shall, in our sole discretion, determine the existence of any Excessive Wear and Tear. In the event any item of Equipment is returned to us with Excessive Wear and Tear, you shall, at our sole discretion, either (i) accept an invoice from us and remit to us the cost of repairing or replacing the affected component(s) which we determine necessary to return the Equipment to its required condition, and/or (ii) accept an invoice from us and remit to us an amount equal to our estimate of (1) the cost of new tires or tracks if the tires or tracks are damaged due to broken side walls or excessive cuts or damage, or (2) the cost of new tires or tracks multiplied by the difference between (A) our estimate of the percentage of the useful life of the tires and tracks then remaining, and (B) fifty percent (50%). For example, if you return Equipment with tires having 20% of their useful life remaining, you would remit to us an amount equal to 30% of the cost of new tires ((50% - 20%) multiplied by the cost of new tires). Your failure to remit the required payment to us within ten (10) days of demand shall constitute a default by you under the terms of the Lease.

LESSEE	LESSOR
CITY OF GULFPORT 2309 15TH ST GULFPORT, MS 39501-2027	**DEERE CREDIT, INC.** 6400 NW 86th ST, PO BOX 6600 JOHNSTON, IA 50131-6600
By: _____ BILLY HEWES, MAYOR	By: _____
Date: _____	Date: _____

Delivery and Acknowledgment

Lease Schedule No.	**020-0058651-004**
Master Lease Agreement No.	**0058651**

Lessee: (Name & Address)	**CITY OF GULFPORT** 2309 15TH ST, , GULFPORT, MS 39501-2027
Lessor:	DEERE CREDIT, INC. 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

Capitalized terms shall have the meanings set forth in the above referenced Master Lease Agreement.

Lessee hereby represents and warrants that: (1) all of the Equipment more fully described in the above referenced Lease Schedule was selected by Lessee; (2) all of the Equipment and the Operator's Manuals have been delivered to, and received by, Lessee; (3) all of the Equipment has been inspected by Lessee and is in good working order; (4) all of the Equipment is unconditionally and irrevocably accepted by Lessee for all purposes under the Lease; (5) the safe operation and the proper servicing of the Equipment have been explained to Lessee; (6) Lessee received the manufacturer's written warranty applicable to the Equipment and Lessee understands that its rights are subject to the limitations outlined therein; (7) no Event of Default has occurred and is continuing; and (8) no material adverse change in the financial or business condition of Lessee has occurred since the date of the last financial statement submitted to Lessor by Lessee.

Signed by Lessee's duly authorized representative on the date shown below.

LESSEE	**LESSOR**
CITY OF GULFPORT 2309 15TH ST GULFPORT, MS 39501-2027	**DEERE CREDIT, INC.** 6400 N.W.86th STREET, PO BOX 6600 JOHNSTON, IA 50131-6600
By: _____ BILLY HEWES, MAYOR	By: _____
Date: _____	Date: _____

JOHN DEERE FINANCIAL

Property Tax Acknowledgment

LESSEE:	CITY OF GULFPORT 2309 15TH ST, GULFPORT, MS 39501-2027

As Lessor and Owner of the equipment, Deere Credit, Inc. is responsible for filing and paying property tax to the appropriate taxing authority. Lessee <u>should not</u> report this equipment on their property tax return.

Lessor will bill Lessee for property taxes upon receipt of an assessment from the taxing authority. Lessee will reimburse Lessor for property taxes upon receipt of an invoice from John Deere Financial. Please refer to section 3 of this Lease Agreement for further information.

The equipment listed in this Lease Agreement will be reported to the following taxing jurisdiction(s).

2309 15TH ST			
Street Address			
GULFPORT	**HARRISON**	**MS**	**39501-2027**
City	**County**	**State**	**Zip**

PLEASE VALIDATE THE ABOVE INFORMATION & MAKE APPLICABLE CHANGES BELOW:

Street Address			
City	**County**	**State**	**Zip**

☐ Check here if Sales/Use Tax Exempt ☐ Check here if Property Tax Exempt

Equipment Usage: _____

Percentage of Time: _____

The undersigned (the "Lessee") acknowledges that they have verified the equipment location listed above; understands that the Lessor will file and pay property taxes and that the Lessee is required to reimburse Lessor upon receipt of an invoice for property taxes. Failure to reimburse Lessor for property taxes shall constitute an Event of Default as described in Section 11 of this Lease Agreement.

NOTICE TO THE LESSEE – DO NOT SIGN THIS LEASE IN BLANK. YOU ARE ENTITLED TO A COPY OF THE LEASE AT THE TIME YOU SIGN IT TO PROTECT YOUR LEGAL RIGHTS

CITY OF GULFPORT

By: _____

(Date Signed) BILLY HEWES, MAYOR

Federal/State Agency
and Indian Tribe
Claim for Exemption of
State and Local Sales/Use Tax

Purchaser

Name: CITY OF GULFPORT

Address: 2309 15TH ST, PO BOX 1780, GULFPORT, MS 39502

ID Number (If Applicable): 646000413

Seller

Name: Deere Credit Inc.

Address: 6400 NW 86th St. Johnston, IA 50131

Exemption Number (if applicable): _____

Reason for Exemption: GOVERNMENT

Description of Item Being Purchased: GOLF/TURF EQUIPMENT

By signing below, purchaser certifies that the items being purchased are exempt from state and local sales tax.

By: _____

Title: _____

Date: _____

Telephone Number: _____

Physical Damage/Liability Insurance

Lease Schedule No.	**020-0058651-004**
Master Lease Agreement No.	**0058651**

Lessee: (Name & Address)	**CITY OF GULFPORT** 2309 15TH ST, , GULFPORT, MS 39501-2027
Lessor:	**DEERE CREDIT, INC.** 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

LIABILITY INSURANCE on the above referenced Lease Schedule (the "Schedule") to the above referenced Master Lease Agreement will be provided by the following insurance agency:

Name of Agency: SELF-INSURED	Phone Number of Agency:
Mailing Address of Agency	Fax Number of Agency

PHYSICAL DAMAGE INSURANCE on the Schedule will be provided by the following agency:

Name of Agency: SELF-INSURED	Phone Number of Agency:
Mailing Address of Agency	Fax Number of Agency

If an insurance certificate is available, it should be provided in place of the above information

ADDITIONAL INSURED and LOSS PAYEE:

Deere Credit, Inc.
Its Successors &/or Assigns
6400 NW 86th St
Johnston, IA 50131

The undersigned agrees and understands that, pursuant to the provisions of Section 6 of the Master Lease Agreement, the undersigned must at all times (1) maintain public liability insurance, covering personal injury and property damage for not less than $1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured; and (2) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 7 of the Master Lease Agreement), naming us (and our successors and assigns) as sole loss payee.

LESSEE

CITY OF GULFPORT
2309 15TH ST
GULFPORT, MS 39501-2027

By: _____
BILLY HEWES, MAYOR

Date:

Office Use Only

Contact Date(s):	**Contact Name:**
Liability Insurance Company Policy #:	**Liability Insurance Expiration Date**
Liability Limits:	**Notes:**
Physical Damage Insurance Company and Policy #	**Physical Damage Insurance Expiration Date**
Insured Value:	**Notes:**
Loss Payee Deere Credit, Inc.? ☐ **Yes** ☐**Will Be Added**	**Verified By:**

JOHN DEERE FINANCIAL

Advance Lease Payment Invoice

Due Date:	**04/15/2020**
Total Due:	**$5,740.15**

Billing Address:	**Updated Billing Information:**
CITY OF GULFPORT **SHERRY DULANEY** **PO BOX 1780** **GULFPORT, MS 39502-1780**	

Please Note: All future invoices will be sent to the billing address shown unless you update your billing information above.

Master Lease Agreement Number	0058651

App #	Mfg.	Model #	Serial Number	Due Date	Rental/Tax Amount	Security Deposit	Origination Fee	Advance Lease Payment
213880	JD	7400A	1TC740AVEKN065039	04/15/2020	$5,740.15	$0.00	$0.00	$5,740.15

Correspondence Only:	**Remit Checks Payable To:**
Deere Credit, Inc. Attn: Lease Administration PO Box 6600 Johnston, IA 50131-6600 Phone: (888) 777-2560 Fax: (888) 777-2561	**Deere Credit, Inc.** **Attn: Acct. Dept. – ALP Processing** **PO Box 6600** **Johnston, IA 50131-6600**

TO ENSURE PROPER CREDIT, STAPLE CHECK AND RETURN THIS INVOICE WITH THE LEASE DOCUMENTS.

STAPLE ADVANCE LEASE PAYMENT CHECK HERE

Every Dishonored Check will result in a fee of $20.00 or an amount not to exceed the highest amount permitted by law.

John Deere Financial Direct Pay-Recurring Enrollment

For Credit Card accounts and Installment Loans
Fax 800-826-9527
Or Mail: John Deere Financial, Attn: Payment Specialist, PO Box 5327, Madison, WI 53705

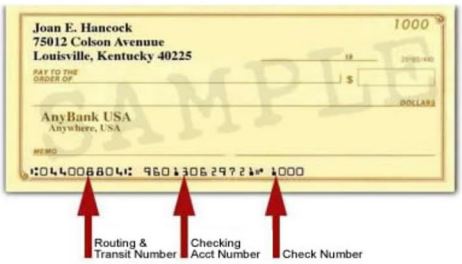
Lease
Fax to 800-254-0020
Or Mail: John Deere Financial, Attn: Lease Dept, PO Box 6600, Johnston, IA 50131-6600

Eligibility
Your account with John Deere Financial must be **current** in order to enroll for the Direct-Pay Recurring payment option. Your account with your financial institution must allow automatic withdrawals.

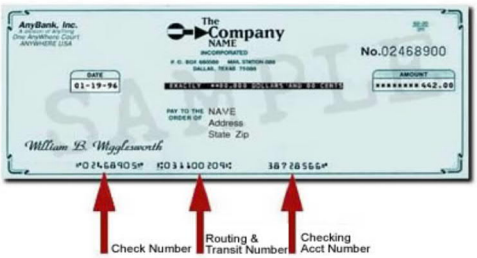
How to Enroll
Complete and sign the authorization form below. Please be sure to provide all information requested.

Bank & account information, whether it is a saving or checking account. For the typical checking accounts, the account information is located similar to the sample business or personal checks below:

Sample Personal Check



Sample Business Check



JOHN DEERE FINANCIAL DIRECT PAY-RECURRING AUTHORIZATION FORM

My signature below authorizes Deere Credit Services, Inc. and its affiliates, (the Company), to initiate debit entries to the checking/savings account below for the regularly scheduled payments or other amounts that I may owe the Company. This authorization is to remain in full force and effect until canceled by the Company, or by written notification from me, given in such time and manner as to allow the Company a reasonable opportunity to act upon it.
If your account is closed due to an Add-On transaction, consolidation or corrected loan agreement and you have Direct Pay-Recurring, your enrollment and banking information will be transferred to your new account.

_____ Bank Name	020-0058651-004 John Deere Financial Account Number
_____ Bank City & State	CITY OF GULFPORT Name on John Deere Financial Account
_____ Name on Bank Account	_____ Social Security Number/Federal Tax ID
_____ 9 digit Bank Routing and Transit #	Type of Account: ☐ Checking ☐ Savings
_____ Bank Account Number	**I request Direct Pay Recurring to begin with my payment due** _____/____/_____

I understand any payment due prior to the month I requested above, must be made in order to be eligible for Direct Pay Recurring.

_____ Bank Account Owner Signature Date	_____ Bank Account Owner Phone Number

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 _____, 2020, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE NEGOTIATIONS TO ACQUIRE RIGHT OF WAY EASEMENTS AND RELATED INTERESTS AND TO DO ANY ACTS NECESSARY AND LEGAL, INCLUDING PROSECUTION IN SPECIAL COURT OF EMINENT DOMAIN, TO OBTAIN TITLE FOR THE CITY UNDER MISS. CODE ANN. SEC. 11-27-81, ET SEQ., AND, IF NECESSARY, TO EXPEDITE THE "LANDON ROAD WIDENING PROJECT", TO AUTHORIZE SPECIAL CHECKS TO ACQUIRE THE PROPERTY INTERESTS STATED HEREIN, AND FOR RELATED PURPOSES

WHEREAS, the City desires to widen Landon Road east of US Highway 49 to the city limits; and

WHEREAS, in order to complete this Project, the City must acquire right of way easements and temporary construction easements from the Harrison County School District and negotiate with sixteenth section lease holders along Landon Road; and

WHEREAS, pursuant to authority of the Governing Authority, the City has heretofore obtained appraisals to determine the fair market value of compensation and damages (i.e., just compensation) that the City shall pay to each land owner and interested party for the right of way easements and other interests necessitated by this project, and such appraisals were performed by Everette E. Ladner, III, a licensed and certified general real estate appraiser in Gulfport; and

WHEREAS, the Mayor and City Council ("Governing Authority") of the City of Gulfport find that authority should be granted to legal counsel to negotiate acquisition of easements at the appraised fair market value, and to commence suit for eminent domain where negotiations are not successful, and to assert the special provisions of state law for immediate entry, possession and title, and for special checks to issue as necessary to acquire the property interest, and to file suit for eminent domain and to obtain immediate entry and title under the quick-take provisions of Miss. Code Ann. §11-27-81, et seq. if necessary to meet project requirements and funding deadlines and to notify each land owner or interested party that the City shall offer the appraised fair market value for the easement acquisition, but the owner

may elect to offer the property to the City for less than fair market value; and to pay the Court appointed independent appraisers such sums not to exceed $1,000.00, as required by the Special Court of Eminent Domain, and for special checks to pay City's appraisers, and any process fees or court costs required to expedite prosecution of these cases; and

WHEREAS, the City of Gulfport will suffer irreparable harm and delay by exercising the right to condemn the subject property through eminent domain proceedings under authority of Miss. Code Ann. §11-27-1 through §11-27-51, as its sole remedy for relief, and therefore for public convenience and necessity, including relieving traffic congestion in areas near and around Landon Road and US Highway 49, the City of Gulfport is entitled and should be hereby authorized to assert immediate right of possession under the authority of Miss. Code Ann. §11-27-1 through §11-27-51, as amended.

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

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

SECTION 2. That the City Attorney's Office be, and is hereby authorized to negotiate for acquisition of the easements, and to offer on behalf of the City of Gulfport to pay just compensation, in the amount of the appraised fair market value, according to the City's retained appraisers or negotiated sums to the owners and interested parties, as follows:

Tax Parcel Number: 0809D-02-002.000.

> **Ownership:** Harrison County School District, or record title holder, their successors, assigns, and any other interested parties, as their interests may appear, the total sum for acquisition of a right of way easement according to survey and description attached hereto as "Exhibit A" at the appraised value of $61,861.00
>
> **Leaseholder:** Anchor Development, LLC, or their successors, assigns, and any other interested parties, as their interests may appear, the total sum for leasehold interest associated with acquisition of a right of way easement according to survey and description attached hereto as "Exhibit A" at the appraised value of $93,860.00.

Tax Parcel Number: 0809D-02-007.00.

Ownership: Harrison County School District, or record title holder, their successors, assigns, and any other interested parties, as their interests may appear, the total sum for acquisition of a right of way easement according to survey and description attached hereto as "Exhibit B" at the appraised value of $1,702.00.

Leaseholder: MidSouth Rail Corporation (KSC Railroad), or their successors, assigns, and any other interested parties, as their interests may appear, the total sum for leasehold interest associated with acquisition of a right of way easement according to survey and description attached hereto as "Exhibit B" at the appraised value of $21,689.00.

SECTION 3. That fair market value, as established by appraisal and review appraisal shall be offered to each property owner and leaseholder, however the owner or leaseholder may agree to the easement purchase for less than fair market value. That if successful in negotiating this acquisition at the appraised value or negotiated sum, then "special checks" are hereby authorized to be issued to the property owners and any other interested parties established by legal counsel according to said appraised value or negotiated sum.

SECTION 4. That the Landon Road Widening Project is hereby declared to be for a public purpose and the private property interests hereinabove described are hereby found and declared to be necessary for public use (i.e., a public necessity), and it is necessary to acquire the property/ies expeditiously, as a result of which the aforesaid legal counsel is hereby authorized and directed to proceed to file and prosecute eminent domain proceedings pursuant to Miss. Code Ann. §11-27-1 through §11-27-91, against the individuals, corporations, partnerships, and any and all other persons or parties having or claiming title or interest in the property hereinabove set forth.

SECTION 5. Further, it is hereby declared that the City of Gulfport, the property owners and the general public shall suffer irreparable harm and delay by exercising the right to condemn the subject property interests pursuant exclusively to the provisions of Miss. Code Ann. §11-27-1 through §11-27-51 as a result of which the City of Gulfport finds and resolves that the City should exercise its rights of

immediate title, entry and possession as authorized by Miss. Code Ann. §11-27-81 through §11-27-91, and in such case the City of Gulfport shall be and hereby is authorized to issue "special checks" to the Court Clerk for prepaid deposits and any amounts which may be required to be deposited in accordance with the procedure and provisions set forth in Miss. Code Ann. Section 11-27-85 and to pay the Court appointed independent appraiser as may be ordered by the Court, and for the Court appointed appraiser's fees not to exceed $1,000.00, unless otherwise ordered by the Court, as allowed in Miss. Code Ann. Section 11-27-89.

SECTION 6. That the Governing Authority hereby ratifies and approves any and all actions previously taken by the City Attorney's Office with respect to negotiations with the Owner herein identified.

SECTION 7. This Resolution shall take full force and effect immediately upon its passage and enactment according to law and shall be spread upon the minutes of the Gulfport City Council.

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

AYES	**NAYS**	**ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2020.

(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 _____, 2020.

APPROVED:

_____

MAYOR

BASIS OF BEARINGS
THE BEARINGS ON THIS PLAT ARE BASED ON AND REFERENCED TO THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM GRID NORTH (NAD83 – EAST ZONE) AS DERIVED USING RTK GPS OBSERVATIONS USING EARL DUDLEY CONTINUOUSLY OPERATING REFERENCE NETWORK.
CONVERGENCE ANGLE = -00°08'05"
COMBINED FACTOR = 0.999961125
(COMPUTED AT N=341229.76 E=900425.90)

0 50 75 100
(IN FEET)

POC – FND 1/2" REBAR AT THE NW CORNER OF SECTION 16, T7S, R11W, GULFPORT, HARRISON CO., MS
N:342713.55, E:899186.39

POB– SET 1/2" REBAR W/CAP
N:340911.40
E:900485.64

SOUTH 1802.15'
EAST 1299.26'

PC 28+55.29
29+00
30+00
31+00
32+00
33+00
PT 31+28.29
PI 33+56.59
LANDON ROAD
R.O.W.

BestSpot, LLC
Inst 2010 7326D J1
0809D–03–012.004

Anchor Development, LLC
Inst. 2015 630D J1
0809D–02–002.000

RR R.O.W. PER BESTSPOT, LLC LEASE
RR R.O.W. PER KCS RR LEASE
Kansas City Southern Railroad
Inst. 1989 2813D J1
2.5'
50'
75'

Parcel 1
±12,754 Sq. Feet
±0.29 Acre

PROPOSED R.O.W.

30+07.110
70.000' RT
31+15.000
70.000' RT
31+28.290
72.000' RT
32+37.064
72.000' RT
32+37.655
75.000' RT
33+13.885
75.000' RT

L1 L2 L3 L4 L5 L6 L7 L8 L9 L10 C1

RR R.O.W. PER ANCHOR DEV. LEASE
RR R.O.W. PER KCS RR LEASE
Kansas City Southern Railroad
Inst. 1989 2813D J1

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 70°43'42" E	39.64'
L2	N 56°26'30" E	66.41'
L3	N 88°31'27" E	25.13'
L4	N 82°38'04" E	110.00'
L5	N 81°52'00" E	76.18'

LINE TABLE		
LINE	BEARING	DISTANCE
L6	S 19°21'08" E	51.38'
L7	S 81°52'00" W	76.23'
L8	N 19°17'14" W	3.06'
L9	S 81°52'00" W	108.77'
L10	N 89°50'06" W	15.00'

CURVE TABLE						
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE	TANGENT
C1	670.00'	120.48'	S 88°17'14" W	120.32'	10°18'11"	60.40'

CERTIFICATION
THIS IS TO CERTIFY THAT I HAVE CAUSED A SURVEY TO BE MADE OF THE PROPERTY SHOWN HEREON AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

9/19/2019
MICHAEL BLAKE COLLINS, PLS
MS LS NO. 02955
2001 AIRPORT ROAD, SUITE 201
FLOWOOD, MS 39232

CLASS B SURVEY
DATE OF FIELD SURVEY
AUGUST 2018

MICHAEL BLAKE COLLINS
REGISTERED PROFESSIONAL LAND SURVEYOR
L.S. 02955
STATE OF MISSISSIPPI

LEGEND
R.O.W. RIGHT OF WAY
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
FOUND 1/2" REBAR
SET 1/2" REBAR WITH CAP

Pickering
Pickering Firm, Inc.
Facility Design • Civil Engineering • Surveying • Transportation • Natural / Water Resources
2001 Airport Road, Suite 201
Flowood, MS 39232
601.956.3663

LANDON ROAD
PROPOSED R.O.W. EXHIBIT
SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST
GULFPORT, HARRISON COUNTY, MS

DESCRIPTION	PROJECT #	SHEET #
R.O.W EXHIBIT	25365.00	1
SCALE	DATE	
1"=50'	09/19/2019	

ANCHOR DEVELOPMENT, LLC
PROPOSED RIGHT OF WAY DESCRIPTION
PARCEL 1

THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, GRID NORTH (NAD 83 – EAST ZONE) USING A COMBINED FACTOR OF 0.999961125 AND A CONVERGENCE ANGLE OF -00°08’05”.

A PARCEL OF LAND LYING AND BEING SITUATED IN THE NW 1/4 OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 1/2” REBAR FOUND AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 342713.55, E 899186.39; THENCE RUN SOUTH 1802.15 FEET; THENCE RUN EAST 1299.26 FEET TO A 1/2” REBAR SET ON THE SOUTH RIGHT OF WAY LINE OF LANDON ROAD, SAID POINT BEING 70.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE SATION 30+07.110 AND HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 340911.40, E 900485.64 AND BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED PARCEL.

FROM SAID **POINT OF BEGINNING,** THENCE RUN N 70°43'42" E ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 39.64 FEET TO SET A 1/2” REBAR; THENCE, CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN N 56°26'30" E FOR A DISTANCE OF 66.41 FEET TO A FOUND 1/2" REBAR; THENCE, CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN N 88°31'27" E FOR A DISTANCE OF 25.13 FEET TO A FOUND 1/2" REBAR; THENCE, CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN N 82°38'04" E FOR A DISTANCE OF 110.00 FEET TO A 1/2" REBAR SET ON THE EAST LINE OF THE ANCHOR DEVELOPMENT, LLC PROPERTY DESCRIBED IN INSTRUMENT 2015 630D J1; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN N 81°52'00" E FOR A DISTANCE OF 76.18 FEET TO A 1/2" REBAR SET ON THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD AS DESCRIBED IN INSTRUMENT 1989 2813D J1; THENCE RUN S 19°21’08” E ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 51.38 FEET TO A SET 1/2” REBAR, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 33+13.885; THENCE LEAVING SAID WEST RIGHT OF WAY LINE, RUN S 81°52'00" W ALONG THE PROPOSED SOUTH RIGHT OF WAY LINE OF LANDON ROAD FOR A DISTANCE OF 76.23 FEET TO A 1/2" REBAR SET ON THE EAST LINE OF SAID ANCHOR DEVELOPMENT, LLC PROPERTY, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE SATION 32+37.655; THENCE RUN N 19°17’14” W ALONG SAID EAST LINE AND SAID PROPOSED RIGHT OF WAY LINE FOR A DISTANCE OF 3.06 FEET TO A SET 1/2” REBAR, SAID POINT BEING 72.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE SATION 32+37.064; THENCE, LEAVING SAID EAST LINE, RUN S 81°52'00" W ALONG SAID PROPOSED SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 108.77 FEET TO A SET 1/2” REBAR, SAID POINT BEING 72.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 31+28.290; THENCE, CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 89°50'06" W FOR A DISTANCE OF 15.00 FEET TO A SET 1/2” REBAR, SAID POINT BEING 70.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 31+15.000; THENCE, CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT BACK TO THE **POINT OF BEGINNING**, SAID CURVE HAVING A RADIUS OF 670.00 FEET, AN ARC LENGTH OF 120.48 FEET, A CHORD BEARING OF S 88°17'14" W, A CHORD LENGTH OF 120.32 FEET, AND A DELTA ANGLE OF 10°18'11"; AND CONTAINING 0.29 ACRE (12,754 SQUARE FEET), MORE OR LESS.

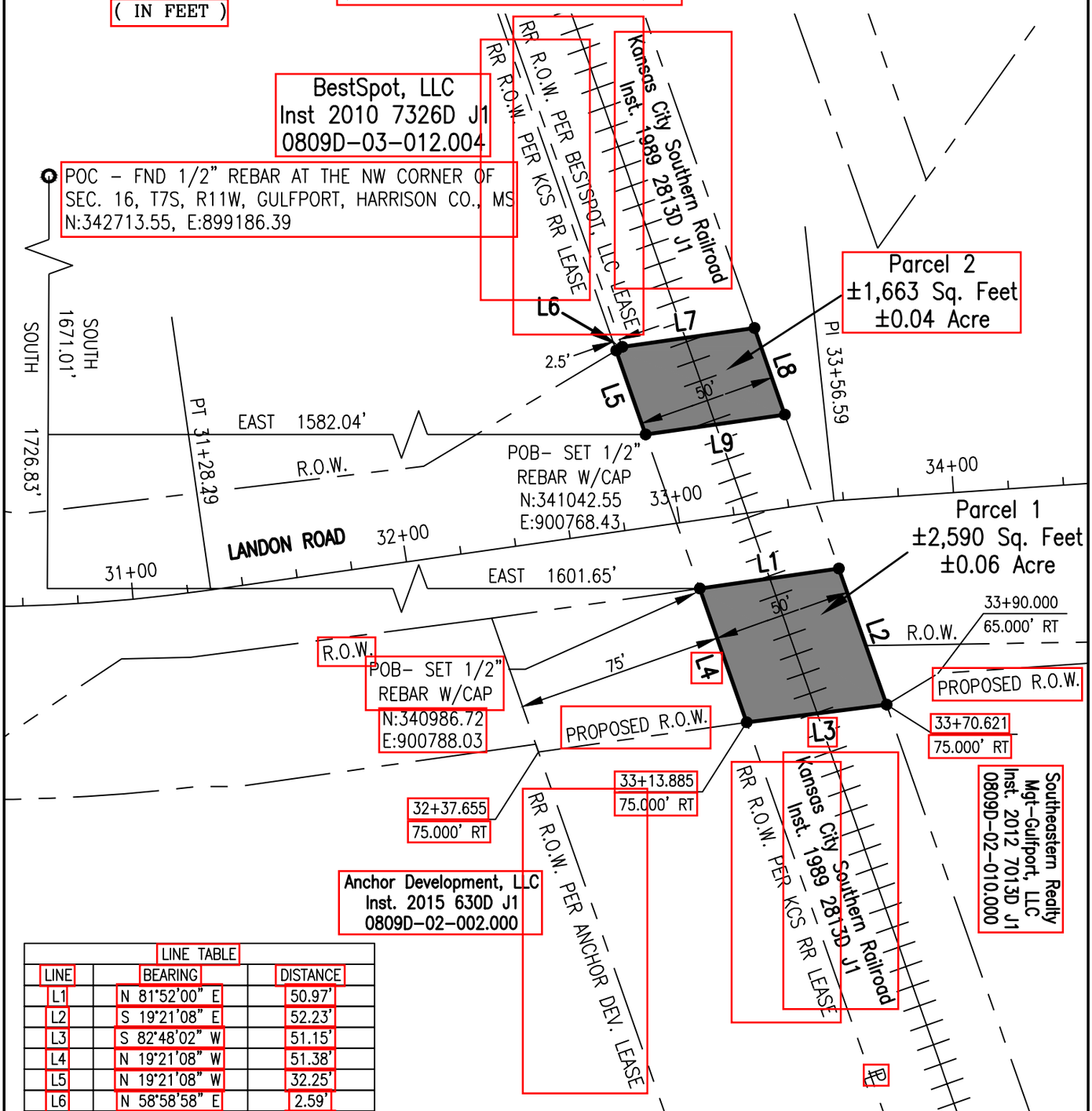
THIS DESCRIPTION IS BASED ON A SURVEY BY PICKERING FIRM, INC. DATED 9/19/2019 (PFI JOB NO. 25365.00).

PICKERING FIRM, INC.
2001 AIRPORT ROAD, SUITE 201
FLOWOOD, MS 39232
(601) 956-3663

MICHAEL BLAKE COLLINS
REGISTERED PROFESSIONAL
LAND SURVEYOR
L.S. 02955
STATE OF MISSISSIPPI

BASIS OF BEARINGS
THE BEARINGS ON THIS PLAT ARE BASED ON AND REFERENCED TO THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM GRID NORTH (NAD83 – EAST ZONE) AS DERIVED USING RTK GPS OBSERVATIONS USING EARL DUDLEY CONTINUOUSLY OPERATING REFERENCE NETWORK.
CONVERGENCE ANGLE = -00°08'05"
COMBINED FACTOR = 0.999961125
(COMPUTED AT N=341229.76 E=900425.90)

0 50 75 100
(IN FEET)



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 81°52'00" E	50.97'
L2	S 19°21'08" E	52.23'
L3	S 82°48'02" W	51.15'
L4	N 19°21'08" W	51.38'
L5	N 19°21'08" W	32.25'
L6	N 58°58'58" E	2.59'
L7	N 81°52'00" E	48.39'
L8	S 19°21'08" E	33.28'
L9	S 81°52'00" W	50.97'

LEGEND

R.O.W.	RIGHT OF WAY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
◎	FOUND 1/2" REBAR
●	SET 1/2" REBAR WITH CAP

MICHAEL BLAKE COLLINS
REGISTERED PROFESSIONAL
LAND SURVEYOR
LS. 02955
STATE OF MISSISSIPPI

CERTIFICATION
THIS IS TO CERTIFY THAT I HAVE CAUSED A SURVEY TO BE MADE OF THE PROPERTY SHOWN HEREON AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

9/19/2019
MICHAEL BLAKE COLLINS, PLS
MS LS NO. 02955
2001 AIRPORT ROAD, SUITE 201
FLOWOOD, MS 39232

CLASS B SURVEY
DATE OF FIELD SURVEY
AUGUST 2018

Pickering
Pickering Firm, Inc.
Facility Design • Civil Engineering • Surveying • Transportation • Natural / Water Resources
2001 Airport Road, Suite 201
Flowood, MS 39232
601.956.3663

LANDON ROAD
PROPOSED R.O.W. EXHIBIT
SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST
GULFPORT, HARRISON COUNTY, MS

DESCRIPTION	PROJECT #	SHEET #
R.O.W EXHIBIT	25365.00	1
SCALE: 1"=50'	DATE: 09/19/2019	

KANSAS CITY SOUTHERN RAILROAD
PROPOSED RIGHT OF WAY DESCRIPTION

PARCEL 1
THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, GRID NORTH (NAD 83 – EAST ZONE) USING A COMBINED FACTOR OF 0.999961125 AND A CONVERGENCE ANGLE OF -00°08'05".

A PARCEL OF LAND LYING AND BEING SITUATED IN THE NW 1/4 OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 1/2" REBAR FOUND AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 342713.55, E 899186.39; THENCE RUN SOUTH 1726.83 FEET; THENCE RUN EAST 1601.65 FEET TO A 1/2" REBAR SET AT THE POINT OF INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF LANDON ROAD WITH THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD AS DESCRIBED IN INSTRUMENENT NO. 19892813D J1, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 340986.72, E 900788.03 AND BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED PARCEL.

FROM SAID **POINT OF BEGINNING,** THENCE RUN N 81°52'00" E ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 50.97 FEET TO A 1/2" REBAR SET ON THE EAST RIGHT OF WAY LINE OF SAID RAILROAD; THENCE RUN S 19°21'08" E ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 52.23 FEET TO A SET 1/2" REBAR, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 33+70.621; THENCE LEAVING SAID EAST RIGHT OF WAY LINE, RUN S 82°48'02" W ALONG THE PROPOSED SOUTH RIGHT OF WAY LINE OF LANDON ROAD FOR A DISTANCE OF 51.15 FEET TO A 1/2" REBAR SET ON THE WEST RIGHT OF WAY LINE OF SAID RAILROAD, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE SATION 33+13.885; THENCE RUN N 19°21'08" W ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 51.38 FEET BACK TO THE **POINT OF BEGINNING** AND CONTAINING 0.06 ACRE (2,590 SQUARE FEET), MORE OR LESS.

PARCEL 2
THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, GRID NORTH (NAD 83 – EAST ZONE) USING A COMBINED FACTOR OF 0.999961125 AND A CONVERGENCE ANGLE OF -00°08'05".

A PARCEL OF LAND LYING AND BEING SITUATED IN THE NW 1/4 OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 1/2" REBAR FOUND AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 342713.55, E 899186.39; THENCE RUN SOUTH 1671.01 FEET; THENCE RUN EAST 1582.04 FEET TO A 1/2" REBAR SET ON THE WEST RIGHT OF WAY LINE OF KANSAS CITY SOUTHERN RAILROAD AS DESCRIBED IN INSTRUMENENT NO. 19892813D J1, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 341042.55, E 900768.43 AND BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED PARCEL.

FROM SAID **POINT OF BEGINNING,** THENCE RUN N 19°21'08" W ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 32.25 FEET TO A SET 1/2" REBAR ON THE NORTH RIGHT OF WAY LINE OF LANDON ROAD; THENCE LEAVING SAID WEST RIGHT OF WAY LINE, RUN N 58°58'58" E ALONG SAID NORTH RIGHT OF WAY LINE FOR A DISTANCE OF 2.59 FEET TO A SET 1/2" REBAR; THENCE RUN N 81°52'00" E ALONG THE PROPOSED RIGHT OF WAY LINE OF LANDON ROAD FOR A DISTANCE OF 48.39 FEET TO A 1/2" REBAR SET ON THE EAST RIGHT OF WAY LINE OF SAID RAILROAD; THENCE E RUN S 19°21'08" E ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 33.28 FEET TO A 1/2" REBAR SET ON THE NORTH RIGHT OF WAY LINE OF LANDON ROAD; THENCE LEAVING SAID EAST RIGHT OF WAY LINE, RUN S 81°52'00" W ALONG SAID NORTH RIGHT OF WAY LINE FOR A DISTANCE OF 50.97 FEET BACK TO THE **POINT OF BEGINNING** AND CONTAINING 0.04 ACRE (1,663 SQUARE FEET), MORE OR LESS.

THIS DESCRIPTION IS BASED ON A SURVEY BY PICKERING FIRM, INC. DATED 9/19/2019 (PFI JOB NO. 25365.00).

PICKERING FIRM, INC.
2001 AIRPORT ROAD, SUITE 201
FLOWOOD, MS 39232
(601) 956-3663

MICHAEL BLAKE COLLINS
REGISTERED PROFESSIONAL
LAND SURVEYOR
L.S. 02955
STATE OF MISSISSIPPI

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 _____, 2020, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL AUTHORIZING THE CITY OF GULFPORT, THROUGH THE GULFPORT POLICE DEPARTMENT, TO ACCEPT HIGH INTENSITY DRUG TRAFFICKING AREA GRANT AWARD NUMBER G-20-GC-0003A, AND FOR RELATED PURPOSES

WHEREAS, the Gulfport Police Department requested and was awarded a High Intensity Drug Trafficking Area Grant, Award Number G-20-GC-0003A, from the Executive Office of the President, Office of National Drug Control Policy through the Gulf Coast High Intensity Drug Trafficking Area (HIDTA) project; and

WHEREAS, the HDITA grant is 100% federally funded and will be used to address mid and upper level drug trafficking in this area by providing overtime for a narcotics detective and other operating expenses (including vehicle rental) for the local HIDTA Tri-County Major Investigations Team; and

WHEREAS, the Gulfport Police Chief has requested authority to accept the aforementioned grant as more fully set forth in the memorandum from Police Chief Leonard Papania which is attached hereto as Exhibit "A", which memorandum provides additional details regarding the grant.

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

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

Section 2. That the City of Gulfport, by and through the Gulfport Police Department, be and it is hereby authorized to accept HIDTA Grant, Award Number G-20-GC-0003A, the details of which are more fully set forth in the Memorandum from Chief Papania attached hereto as Exhibit "A" and to take any and all steps as may be required to complete and effectuate said application including, but not limited to, the execution of the Memorandum of Agreement among the Mississippi Bureau of Narcotics, the

Mississippi Gulf Coast High Intensity Drug Trafficking Area and the City of Gulfport/Gulfport Police Department which is attached hereto as Exhibit "B".

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 _____, 2020.

(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 _____, 2020.

APPROVED:

_____

MAYOR

Memorandum

To: Mayor Billy Hewes

From: Leonard Papania, Chief of Police

Date: April 1, 2020

Re: H.I.D.T.A.

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

Subject: Permission to accept the High Intensity Drug Trafficking Area Grant Award number is G-20-GC-0003A from the Executive Office of the President, Office of National Drug Control Policy passed through the Gulf Coast High Intensity Drug Trafficking Area project.

Gulfport Police Department was awarded the grant identified above in the amount of $40,389.00. I ask your permission to accept the award. These funds will be used to address mid and upper level drug trafficking in this area by providing overtime for a narcotics detective and rental lease of the vehicle used by the assigned Detective for the local HIDTA Tri-County Major Investigations Team. The grant is 100% federally funded so no local matching funds are required. I appreciate your consideration of this request.

CONFIDENTIAL

STATE OF MISSISSIPPI

DEPARTMENT OF PUBLIC SAFETY
MISSISSIPPI BUREAU OF NARCOTICS

Tate Reeves
GOVERNOR

March 2, 2020

Chief Leonard Papania
Gulfport PD
2220 15th Street
Gulfport, MS 39501

Dear Sir:

Congratulations! Enclosed is your FY 2020 HIDTA Sub grantee Cooperative Agreement. Please have the appropriate Agency Official sign the agreement acceptance section and return a copy of the agreement to me. A copy of the award letter is also enclosed for your files with your approved budgets.

Please note changes under the 2020 grant awards that are covered in Appendix C which includes the Grant Conditions section that must be signed by your agency head and Certification Regarding Lobbying. Please fill out and sign all of these certifications and return with your MOA.

Also enclosed are blank copies of the Detailed Expenditure. In addition, enclosed is an Overtime Reimbursement Certification and Vehicle Reimbursement form (Appendix B) to be used when claiming overtime reimbursements.

If you have any questions, please call me at 601.371.3625. We look forward to working with you on this project.

Sincerely,

Shauna Powell

Shauna Powell
Mississippi Bureau of Narcotics

601.371.3625- Work
601.352.4729- Fax
spowell@mbn.ms.gov

Enclosures

FEDERAL GRANT NO. G20-GC0003A
MBN GRANT REPT. CT. NO. : _____

DUNS NO. : 083441931

MEMORANDUM OF AGREEMENT

BETWEEN THE

MISSISSIPPI BUREAU OF NARCOTICS

AND THE

MISSISSIPPI GULF COAST HIGH INTENSITY DRUG TRAFFICKING AREA

AND THE GULFPORT POLICE DEPARTMENT

This Agreement between the Mississippi Bureau of Narcotics (MBN), Mississippi Gulf Coast High Intensity Drug Trafficking Area (HIDTA) and the GULFPORT POLICE DEPARTMENT (LEO) shall begin on 01/01/2020 and shall not extend beyond 12/31/20 unless the period is extended by written modification to this Agreement.

WHEREAS, MBN has been designated as the fiscal agent for the State of Mississippi Gulf Coast High Intensity Drug Trafficking Area (HIDTA) program, all requests for payments and budget reprogramming shall pass through MBN.

NOW THEREFORE, MBN, HIDTA and LEO hereby agree to the disbursement of HIDTA funds in the amount of **$40,389.00** to the resource recipient, LEO, under the following terms and conditions:

1. LEO agrees to follow all applicable federal, state, and local guidelines regarding purchases and other expenditures under the HIDTA program, including but not limited to the following: OMB Circular 87, OMB Circular A-102, OMB Circular A-133, and 21 CFR Part 1403, and the Fair Labor Standards Act (FLSA).

2. LEO agrees to abide by and be bound by the attached approved budget (Appendix A) for purchases including future reprogramming requests as approved by MBN and Gulf Coast

HIDTA. All reprogramming requests shall be submitted via e-mail to the Mississippi Gulf Coast HIDTA State Director.

3. Requests for payment shall be submitted on a quarterly basis to the MBN financial office through the HIDTA State Director of Operations at the following address by the 10th of the following month:

Shauna Powell, Chief Financial Officer
Mississippi Bureau of Narcotics
P.O. Box 720519
Byram, Mississippi 39272-0519

All invoices submitted shall comply with the terms noted in Appendix A. The last invoice from the Resource Recipient (LEO) shall be received by the Mississippi Gulf Coast HIDTA State Director no later than the 15th day prior to the grant expiration date, unless the grant is extended.

All Reimbursement of Overtime Expenses shall be submitted using the appropriate form (Appendix B) which must contain the HIDTA Group Task Force Supervisor's signature, certifying the overtime was HIDTA related and with the HIDTA case number contained therein.

4. Resource Recipient (LEO) agrees to complete all applicable items in Appendix C and return to MBN along with the signed agreement.

5. The parties agree and understand that MBN is not responsible for any purchases or actions of LEO in violation of the grant agreement or budget.

6. MBN agrees to transfer funds to the resource recipient after funds have been electronically transmitted by Gulf Coast HIDTA and receipted into MBN special revenue funds.

7. LEO agrees to reimburse MBN for any purchase paid by MBN which is later disallowed after audit or financial review.

8. For any and all disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative

dispute resolution including, but not limited to, mediation by and through the Attorney General's Office or when appropriate, private mediators.

IN WITNESS WHEREOF, the parties acknowledge the Agreement as evidenced by their signatures below.

Steve Maxwell
Acting Director, Mississippi Bureau of Narcotics

MBN Legal Counsel, Anthony Schmidt
Reviewed as to legal form

Tony Sauro
State Director, Mississippi Gulf Coast HIDTA

Law Enforcement Agency Head

Appendix - A

Approved G20-GC0003A Budget

Your spending plan will be comprised of current and previous unused grants and reprograms

TCMIT:	28,389
BEST	12,000
	40,389

Budget Detail

2020 - Gulf Coast

Initiative - Tri County Major Investigations Team **Investigation**

Award Recipient - Mississippi Bureau of Narcotics (G20GC0003A)

Resource Recipient - Gulfport Police Department

Current Budget (net of reprogrammed funds) ***$28,389.00***

Overtime	Quantity	Amount	Comments
Investigative - Law Enforcement Officer -G. Gibbons	2	$18,189.00	1 TFO @ $18,649 (FT GPD TFO) and 1-DHE rotational OT for interdiction officer @ $10,000 (Less excess PY funds of $10,460)
Overtime → Beech		$4,000.00	
Total Overtime	**2**	**$22,189.00**	

Services	Quantity	Amount	Comments
Services		$2,000.00	
Vehicle allowance	1	$4,200.00	1 @ $8,400/yr (1 TFO assigned) (Less excess PY funds of $4,200)
Total Services	**1**	**$6,200.00**	
Total		**$28,389.00**	

Budget Detail

2020 - Gulf Coast

Initiative - Mississippi Gulf Coast Border Enforcement Security Task Force **Investigation**

Award Recipient - Mississippi Bureau of Narcotics (G20GC0003A)

Halleem!

Resource Recipient - Gulfport Police Department

Current Budget (net of reprogrammed funds) ***$12,000.00***

Overtime	Quantity	Amount	Comments
Investigative - Law Enforcement Officer	1	$12,000.00	1 TFO @ $12,000 (FT GPD TFO)
Total Overtime	**1**	**$12,000.00**	
Total		**$12,000.00**	

CERTIFICATION REGARDING LOBBYING

Each applicant shall file this certification and disclosures form if applicable, with each submission that initiates agency consideration of such applicant for an award of a LETS contract, grant or cooperative agreement of $100,000 or more.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here _____ and complete and submit Standard Form # LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

_____ _____

Signature of Authorized Official Date

_____

Title

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 _____, 2020, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO ACCEPT AWARD AND APPROVE AND AUTHORIZE EXECUTION OF A SUBAWARD AGREEMENT RELATED TO IMPROVEMENTS TO THE TRAIN STATION BUILDING (AKA DEPOT) LOCATED IN DOWNTOWN GULFPORT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, pursuant to authority granted by the Gulfport City Council, applied for funding to assist with the costs associated with the design and construction of improvements to the train station building (aka, depot) located in downtown Gulfport, as well sa improvements to station access, parking facilities and anew platform; and

WHEREAS, the U.S. Department of Transportation, Federal Railroad Administration, awarded a grant to the Southern Rail Commission for the purpose of constructing improvements to station areas in several locations, including in the City of Gulfport, Mississippi; and

WHEREAS, the total amount involved in the project is $404,277, with $202,000 funded through the aforementioned grant, and $202,277 in local match funds provided by the City of Gulfport; and

WHEREAS, pursuant to the proposed Subaward Agreement between the Southern Rail Commission and the City of Gulfport (See Exhibit "A" hereto), the parties agree to the terms and provisions applicable to the grant, the scope of work, handling of funds/reimbursements, and other relevant conditions associated with the award of the grant.

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

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

SECTION 2. That the City of Gulfport be and it is hereby authorized to accept the grant funding in the amount of $202,000, subject to a $202,277 local match, and that the proposed SUBAWARD AGREEMENT between the Southern Rail Commission and the City of Gulfport, Mississippi, a copy of which is annexed hereto as Exhibit "A", be and the same is hereby approved, in substantially the form attached hereto, and the execution thereof by the Mayor on behalf of the City of Gulfport is hereby authorized and application for the grant funding is hereby authorized and ratified.

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

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

AYES	**NAYS**	**ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2020.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT**

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2020.

_____

MAYOR

Memorandum – City of Gulfport

To: Connie Debenport, Purchasing

CC: Mayor Billy Hewes Dr. John Kelly, CAO

Gerard Bellocq, Finance

From: Wayne Miller, P.E., Public Works

Date: 5/7/20

Re: **Recommendation to Approve Subaward Grant Agreement with Federal Railroad Administration for the Downtown Depot Improvement Project**

- Gulf Coast High Speed Rail Corridor Station Improvement Planning and Capital Projects

---

Attached for your consideration is the above referenced Grant Agreement from the Federal Rail Administration (FRA) for the above referenced project.

The grant will be used to construct improvements to the station building, station access, and parking facilities, and include a new platform. This project is centered on historic restoration of the East/West passenger rail platform at the depot in downtown Gulfport. All work will be coordinated with the Southern Rail Commission and done in accordance with the American Disabilities Act.

The total cost of the engineering, architecture, and construction for this project is $404,277.00. The project is funded 50.0% or $202,000.00 by the Federal Railroad Administration with the remaining 50.0% or $202,277.00 being funded by the City. According to the Public Works Director, these funds are already allocated.

I recommend approval, contingent on the approval of the Federal Railroad Administration. Please place this item on the May 19, 2020 Council Agenda.

Attachments:
1. Rayla Bellis (FRA), Email dated 5/6/20
2. FRA Subaward Grant Agreement

Kris Riemann

From:	Rayla Bellis <rbellis@smartgrowthamerica.org>
Sent:	Wednesday, May 06, 2020 1:08 PM
To:	Kris Riemann; Wayne Miller
Cc:	Andrew Justus; John Robert Smith; Knox Ross
Subject:	Gulfport subaward for signature
Attachments:	GulfportSubaward.pdf; Attachment A - Gulfport Subaward.pdf; MS-Birmingham signed NGA #69A36520501260RLDLA.pdf

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

Wayne and Kris,

Thanks again for providing the info we requested. Please see the attached updated subrecipient agreement for Gulfport. I have also included Attachment A (scope, schedule, and budget), and Attachment B (the prime award from FRA to SRC).

Please let us know if you have any concerns or questions.

Best,
Rayla

--
Rayla Bellis
Program Manager

Smart Growth America
1152 15th St NW, Suite 450
Washington, DC 20005
202-207-3355x128
rbellis@smartgrowthamerica.org

SOUTHERN RAIL COMMISSION

OFFICERS

Wiley Blankenship
Chairman

John Spain
Vice-Chairman

Knox Ross
Secretary-Treasurer

COMMISSIONERS

ALABAMA
Gov. Kay Ivey

Anita Archie
Toby Bennington
Wiley Blankenship
David Clark
Stephen McNair
John Clyde Riggs

LOUISIANA
Gov. John Bel Edwards

Dr. Shawn Wilson
Governor's Designee

Rep. Stephen Carter
Tommy Clark
Phil Jones
Rep. Walter Leger, III
John Spain
D. Jerome Wall, III
D. Shawn Wilson
Roy Woodruff

MISSISSIPPI
Gov. Tate Reeves

Ashley Edwards
Kay Kell
Jack Norris
Knox Ross
Patrick Sullivan

SUBAWARD AGREEMENT

Gulf Coast High Speed Rail Corridor Station Improvement Planning and Capital Projects
Grant Agreement – Gulfport, MS

Recitals

This subaward agreement ("Agreement") is entered into between the Southern Rail Commission, an interstate compact comprised of representatives from Louisiana, Mississippi, and Alabama (SRC) and the City of Gulfport, MS (Subrecipient), with DUNS No 121918221, a local government in the state of Mississippi, with its principal 3place of business at 4050 Hewes Avenue, Gulfport MS, 39507. SRC and Subrecipient may each be referred to individually as a "Party" and collectively as "Parties. The Agreement is effective as of the date last signed below (the "Effective Date").

Background

On March 23, 2020, the U.S. Department of Transportation, Federal Railroad Administration ("FRA" or "Agency") awarded SRC a cooperative agreement for the purpose of constructing improvements to station areas in Birmingham, Alabama and the state of Mississippi, financed under Federal Award Identification No. 69A36520501260RLDLA, a copy of which is attached hereto as Attachment B (the "Prime Agreement"). The Federal award is identified under Code of Federal Domestic Assistance (CFDA) 20.314, Railroad Developments.

SRC is an interstate compact established by P.L. 97-213 to study the feasibility of providing rapid rail transit service between Mississippi, Louisiana, and adjacent states. SRC desires to enter into an agreement with Subrecipient for Subrecipient to perform certain tasks in furtherance of the objectives set forth in the Prime Agreement.

The Subrecipient, with Federal Tax ID No.64-6000413 wishes to perform, and has represented to SRC that it is capable of performing and is willing to perform the work described herein on the timetable set forth herein in support of SRC's performance of the objectives under the Prime Agreement.

This subaward is not for research and development.

DEFINITIONS

As used in this document, the words and phrases set forth below shall have the following meanings:

A. "Financial Assistance" means all cash, reimbursements, other payments, or allocations of funds provided by SRC to Subrecipient. All requirements in this Agreement related to Financial Assistance also apply to any monies, including private or public monies, used to fulfill the required local match.

B. "Scope of Work" means Attachment A to this Agreement, which sets forth a detailed description of all activities the Subrecipient will complete with Financial Assistance, and includes the agreed upon project budget and key dates, milestones, and all deliverables required to demonstrate progress toward Project completion.

C. "Project" means the project or series of projects defined in the Scope of Work, as well as the reporting requirements contained in this Agreement.

AGREEMENT

I. Period of Performance

A. Performance under this Agreement will commence on March 1, 2020 and, unless terminated as described below, will automatically expire on October 31, 2022 ("Period of Performance"). The Period of Performance may be changed by written agreement of the Parties.

B. All closeout requirements set forth in this Agreement will apply even after the Period of Performance expires or terminates. Subrecipient shall, as applicable, provide all reports required by the Prime Agreement, liquidate all obligations incurred, and account for any real or personal property acquired with Agency funds no later than 90 calendar days after the Period of Performance expires or terminates.

II. Scope of Work

Subrecipient shall provide the necessary personnel, services, equipment, and facilities to conduct the work described in Attachment A: Scope of Work. Subrecipient shall not deviate in any material way from the Scope of Work without the prior written approval of SRC.

III. Payment Provisions

A. The total amount paid under this Agreement will not exceed $202,000 ("Subaward Amount"). The Subaward Amount is the amount of Federal funds obligated by this Agreement.

B. The Subrecipient agrees to provide $202,277 in local matching funds toward completion of this project.

C. Subrecipient's appropriate financial officer shall certify invoices, and Subrecipient shall submit the certified invoices to SRC at least every three months. Subrecipient shall email invoices to Elizabeth Schilling at eschilling@smartgrowthamerica.org. If Subrecipient so chooses, it may also mail invoices to:

Southern Rail Commission
c/o Transportation for America
Elizabeth Schilling, Director of Finance and Administration
1152 15th St NW, Ste 450, Washington, DC 20005

D. Invoices shall include:
1. Names, salary costs, and hours of staff billed to the Project;
2. Invoices from consultants and contractors;
3. Receipts for any expenditures, including those included on consultant and contract invoices.

E. Invoices must show all expenses billed to the project at the same level of detail, regardless of funding source.

IV. Notifications, Reports and Site Visits

A. Subrecipient shall notify SRC immediately if it anticipates being unable to meet any provisions of the Project Schedule.

B. Subrecipient shall provide formal quarterly reports covering the periods January 1 to March 31, April 1 to June 30, July 1 to September 30, and October 1 to December 31 for the duration of the Project.

1. Quarterly reports are due within 20 calendar days of the end of the covered quarter.

2. Quarterly reports shall include, at minimum,

a) A narrative Performance and Progress report comparing actual accomplishments with the objectives established for the reporting period; discussing reasons why established objectives and performance measures were not met, if appropriate; and comparing

budgeted and actual expenses to date and explaining cost overruns, underruns and high unit costs;

b) A financial report showing amount previously requested from federal funds, amount previously covered by local matching funds, amount expended during the reporting period, and amount of federal and local matching funds left to be claimed.

c) Other pertinent information including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

3. SRC reserves the right to request interim oral or written progress reports as may be required to supplement the quarterly reports, answer requests for information from FRA or to satisfy other needs for such information.

4. Subrecipient shall provide a final performance report, following the content and format of federal grant requirements or as established by both parties. The Subrecipient's final report shall include certifications of completeness and performance for all subrecipient entities along with certifications of final payments to all subrecipient entities.

5. Subrecipient shall provide a final tangible property report prior to closeout of the agreement, including information required to complete SF-428 and its attachments.

6. SRC may conduct announced and unannounced site visits, at its own expense, to monitor progress during the Subaward term.

V. Discharge of Obligations

The Subrecipient's obligations under this Agreement shall be deemed discharged only upon SRC's acceptance of the final report and/or per federal grant discharge procedures governing the Financial Assistance provided to Subrecipient under this Agreement.

VI. Authorized Representatives and Notices

For the purpose of this Agreement, the following addresses shall be used to mail all required notices, requests for payment, reports, claims and correspondence. If this address is not where the Subrecipient wants warrants or checks to be sent, then the Subrecipient must notify SRC of any appropriate changes

For SRC: Ms. Beth Osborne
Director, Transportation for America
1152 15th St NW, Ste 450
Washington, DC 20005

For Gulfport: Mr. William Miller
Director of Public Works, City of Gulfport
4050 Hewes Avenue
Gulfport, MS 39507-3903

Any change in the Subrecipient's contact information as set forth in this paragraph shall not require an amendment to the Agreement; however, the Subrecipient must submit a letter with the corrected information to SRC at the contact information above within 15 days of the change.

VII. Representations

Subrecipient represents, warrants and agrees that Subrecipient has reviewed, is familiar with and will comply with

A. Applicable federal requirements and federal guidance, including but not limited to applicable provisions of 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and DOT's implementing regulations at 2 C.F.R. Part 1201;

B. Applicable federal statutory and regulatory requirements including applicable limitations on use of federal funds, and applicable provisions of the Prime Agreement, including but not limited to the provisions of Attachment 1 to the Prime Agreement, all of which are included within and made a part of this Agreement.

VIII. Agreement

This Agreement consists of and includes as a part of the Agreement all of the following, which constitute and are made a part of the Agreement:.

A. Sections I through VII, including the Scope of Work referenced therein and attached as Attachment A;

B. The Prime Agreement Terms and Conditions as set forth in Attachment B applicable to Subrecipient, including but not limited to the General Terms and Conditions, Grant Management Terms and Conditions, and Governing Laws and Regulations; and

C. Applicable federal statutory and regulatory requirements and guidance, including but not limited to the provisions of 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and DOT's implementing regulations at 2 C.F.R. Part 1201.

The undersigned parties bind themselves to the faithful performance of this Agreement.

CITY OF GULFPORT

BY: The Honorable Billy Hewes, Mayor

Signature: _____

Date: _____

SOUTHERN RAIL COMMISSION

BY: Wiley Blankenship, Chairman

Signature: _____

Date: _____

Attachment A. SCOPE OF WORK – Gulfport, MS

Gulfport, MS Station Platform Canopy Rehabilitation and ADA Compliance (Gulfport Station)

The Subrecipient will construct improvements to the station building, station access, and parking facilities, and include a new platform. This project is centered on historic restoration of the East/West passenger rail platform at the depot in downtown Gulfport. All work will be coordinated with the SRC and done in accordance with the ADA.

The City's goal is to replicate the aesthetics and modernize the lighting shown in historic photos, which show the passenger rail platform with a decorative canopy and lighting.

Detailed Work Plan

The Subrecipient will assist SRC in preparing a Detailed Project Work Plan, Budget, and Schedule (Work Plan) for the following tasks, as required by FRA. The Work Plan will describe, in detail, the activities and steps necessary to complete the tasks outlined below. The Work Plan will also include information about the project management approach (including team organization, team decision-making, roles and responsibilities and interaction with SRC and FRA), as well as address quality assurance and quality control procedures. In addition, the Work Plan will include the project schedule (with Subrecipient and agency review durations) and a detailed project budget. SRC will include in the Work Plan: agreements with the host railroad to access the railroad's property and perform the engineering or construction activities, agreements governing the maintenance of the Project, this Agreement, and all other agreements SRC executes with local governmental agencies detailing flow down provisions of this Agreement (together, "Project Agreements").

The Subrecipient acknowledges that work on subsequent tasks will not commence until the Work Plan has been completed, submitted to FRA, and SRC has notified the Subrecipient of approval in writing from FRA, unless such work is permitted by pre-award authority provided by FRA. SRC will not reimburse the Subrecipient for costs incurred in contravention of this requirement.

Task a Engineering Design. The Subrecipient will prepare, or cause to be prepared, PE and Final Design sets, including a detailed cost estimate and schedule for the subproject. Subrecipient will submit the PE Design and Final Design sets to SRC for submittal to FRA, review, and acceptance.

During the PE phase, the Grantee, in coordination with the City, will keep FRA apprised as the subproject design advances, and will:

- Assist SRC and FRA in developing any documentation necessary for continuing consultation with the Mississippi Department of Archives and History (MDAH), the Mississippi SHPO, in accordance with Section 106 of the NHPA, and/or
- Will provide SRC and FRA with necessary documentation for FRA to be able to determine the applicability of the Advisory Council on Historic Preservation's (ACHP) Program Comment to Exempt Consideration of Effects to Rail Properties Within Rail Rights-of Way (August 17, 2018) to the subproject. (NOTE: Although the effective date

of the Program Comment is later than the date of FRA's original consultation with SHPO, the terms of the Program Comment allow Appendix A: Exempted Activities List to be applied to subprojects under this grant where appropriate.)

The subrecipient will conduct, or cause to be conducted, a facilities assessment to determine specific interior ADA improvement requirements, an interior and exterior lighting assessment, and a general storm water control evaluation to determine if a channel needs to be constructed.

1. Preliminary Engineering (30% design)

- The Subrecipient will provide scale maps or scale aerial photography of existing conditions at a scale of one inch = 100 feet or less, depending on complexity of location.
- The Subrecipient will prepare design plan drawings overlaid on maps/photography showing, as applicable, design criteria and specifications, existing right-of-way limits along with railroad ownership; public and private at-grade crossings; distance from any obstruction on the platform to the edge of the platform; passenger stations, building(s), platforms, parking, access to primary highway system in the area, and public transit services and facilities.
- The Subrecipient will ensure that design submittals include a title sheet identified with a drawing revision number or date; an index identifying various plan sheets comprising the drawing set; a legend of symbols or abbreviations.
- The Subrecipient will obtain signature approval of the PE cover sheet (or another concurrence notification deemed appropriate by FRA) by the City of Gulfport, CSX, Kansas City Southern, and Amtrak.

Deliverables:

- PE Design set, which includes design plans, cost estimate and schedule
- CSX – City of Gulfport Right-of-Entry Agreement

2. Final Design. The Subrecipient will complete Final Design and submit to SRC for submittal to FRA, review, and acceptance. Following FRA acceptance of the PE Design, the Subrecipient may enter into the Final Design stage in which the PE Design deliverables will be updated, as necessary.

Deliverables:

- Final Design set, which includes design plans and updated cost estimate and schedule

NOTE: If the outcome of final design alters the scope that is described within the FRA approved NEPA CE, the Subrecipient will notify SRC and FRA immediately and await a notice to proceed before commencing with construction.

Task b Construction. Subrecipient will ensure and oversee construction, on-site railroad operations services (e.g., flaggers), and engineering inspection activities as required from the

host railroads. Subrecipient will complete platform, station access, parking facility, station building, and site access improvements as identified in the Detailed Project Work Plan, which includes elements such as the following:

- Platform: constructing a new 100-foot platform canopy; installing new canopy lighting; replacing existing platform and tactile strips with a new concrete platform and tactile strips; and painting existing north-south wood frame north-south platform canopy.
- Station Access: constructing ramps and sidewalks to improve pedestrian crossings; installing tactile warning strips on walkways that connect to the platform to maintain the historic aesthetic while improving safety and connectivity.
- Parking Facilities: pending outcome of exterior lighting assessment, upgrading security lighting and parking lot lighting at city-owned parking lot adjacent to the depot; and adding site lighting at the existing long-term parking.
- Station Building: constructing a new HVAC equipment enclosure; and installing bike racks affixed to the sidewalk near the main entrances of the depot; pending results of the facilities assessment, completing work such as restroom upgrades, ramp revisions, and other minor modifications; and pending outcome of interior lighting assessment, upgrade select light fixtures
- Site work: depending on outcome of stormwater control evaluation, installing a stormwater conveyance channel; and landscape improvements.

DELIVERABLES AND APPROVED PROJECT SCHEDULE

The period of performance for the above work shall be from March 1, 2020 to October 31, 2022. Unless otherwise approved, requests for extensions of the Project Performance Period must be submitted not later than 90 days before the end of the Project Performance Period. Any changes to the project schedule below must be approved by SRC and FRA.

ESTIMATED PROJECT SCHEDULE		
TASK NAME	**ESTIMATED START DATE**	**ESTIMATED COMPLETION DATE**
Project Administration	Continuous for the duration of the agreement	
Final Performance Report	Within 60-day closeout period	
City of Gulfport – Preliminary Engineering	3/01/2020	11/30/2020
Final Design	12/01/2020	6/30/2021
Construction	7/01/2021	10/31/2022

APPROVED PROJECT BUDGET

Task Name	FRA Grant	Non-Federal Match	Total Cost
Gulfport Station Total	**$202,000**	**$202,277**	**$404,277**
Preliminary Engineering	$2,498	$2,502	$5,000
Final Design	$10,571	$10,586	$21,157
Construction	$182,156	$182,414	$364,570
Contingency	$6,775	$6,775	$13,550

U.S Department of Transportation

Federal Railroad Administration

Cooperative Agreement

1. RECIPIENT NAME AND ADDRESS
Southern Rail Commission
100 Lafayette St
Baton Rouge, LA 70801-1201

2. AGREEMENT NUMBER: 69A36520501260RLDLA

3. AMENDMENT NO. 0

4. PROJECT PERFORMANCE PERIOD: FROM 03/01/2020 TO 10/31/2022

5. FEDERAL FUNDING PERIOD: FROM 03/01/2020 TO 10/31/2022

1A. IRS/VENDOR NO. 640918271

1B. DUNS NO. 147967421

6. ACTION New

7. CFDA#: 20.314

8. PROJECT TITLE
Birmingham, AL and Mississippi Stations Improvement Project

TITLE	FEDERAL	NON-FEDERAL	TOTAL
9. PREVIOUS AGREEMENTS	0.00	0.00	0.00
10. THIS AGREEMENT	941,615.00	941,615.00	1,883,230.00
11. TOTAL AGREEMENT	941,615.00	941,615.00	1,883,230.00

12. INCORPORATED ATTACHMENTS
THIS AGREEMENT INCLUDES THE FOLLOWING ATTACHMENTS, INCORPORATED HEREIN AND MADE A PART HEREOF:

Standard Terms and Conditions, Attachment 1; Statement of Work, Attachment 2; Deliverables and Approved Project Schedule, Attachment 3; Approved Project Budget, Attachment 4; Performance Measurements, Attachment 5

13. STATUTORY AUTHORITY FOR GRANT/ COOPERATIVE AGREEMENT
Transportation, Treasury, Housing and Urban Development, the Judiciary, the District of Columbia, and Independent Agencies Appropriations Act, 2006 Public Law 109-115 (November 30, 2005)

14. REMARKS

GRANTEE ACCEPTANCE		AGENCY APPROVAL	
15. NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Ms. Beth Osborne Vice President of Technical Assistance		17. NAME AND TITLE OF AUTHORIZED FRA OFFICIAL Jamie Rennert Director, Office of Railroad Policy & Development	
16. SIGNATURE OF AUTHORIZED GRANTEE OFFICIAL Electronically Signed	16A. DATE 03/23/2020	18. SIGNATURE OF AUTHORIZED FRA OFFICIAL Electronically Signed	18A. DATE 03/23/2020

AGENCY USE ONLY

19. OBJECT CLASS CODE: 41010

20. ORGANIZATION CODE: 9011000000

21. ACCOUNTING CLASSIFICATION CODES

DOCUMENT NUMBER	FUND	BY	BPAC	AMOUNT
FR-RLD-0044-20-01-00	27X0745000	2020	16160329Q0	941,615.00

AWARD ATTACHMENTS

Southern Rail Commission 69A36520501260RLDLA

1. Standard Terms and Conditions, Attachment 1
2. Statement of Work, Attachment 2
3. Project Schedule, Attachment 3
4. Approved Project Budget, Attachment 4
5. Performance Measurements, Attachment 5

DEPARTMENT OF TRANSPORTATION
FEDERAL RAILROAD ADMINISTRATION

Grant Agreement – Attachment 1

STANDARD TERMS AND CONDITIONS

January 2020

PART I. ATTACHMENT OVERVIEW AND DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART II. GENERAL TERMS AND CONDITIONS

1. Grant Agreement:

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

2. FRA Role:

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

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

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

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

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

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

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

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

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

3. Grantee Responsibility and Authority:

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

4. Project Scope, Schedule, and Budget:

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

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

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

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

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

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

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

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

d. Property and Equipment.

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

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

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

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

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

5. Grant Amendments:

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

6. Flow Down Provisions:

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

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

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

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

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

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

7. **Successors and Assigns:**

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

8. **Execution:**

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

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

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

10. **Severability:**

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

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

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

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

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

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

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

12. Term

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

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

PART III. GRANT MANAGEMENT TERMS AND CONDITIONS

Performance and Reporting Provisions

13. Deliverables and Products:

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

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

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

14. Quarterly Progress Reports:

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

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

15. Quarterly Federal Financial Reports:

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

16. Interim and Final Performance Reports:

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

17. Project Completion and Closeout:

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

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

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

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

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

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

19. Recipient Integrity and Performance Matters

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

b. Proceedings About Which the Grantee Must Report.

Submit the information required about each proceeding that:

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

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

3) Is one of the following:

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

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

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

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

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

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

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

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

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

e. Definitions. For purposes of this section:

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

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

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

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

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

Financial Management Provisions

20. Payments:

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

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

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

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

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

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

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

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

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

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

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

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

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

2) Be necessary in order to accomplish the Project;

3) Be reasonable for the goods or services purchased;

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

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

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

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

7) Be satisfactorily documented; and

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

d. Disallowed Costs. Disallowed costs include the following:

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

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

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

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

federal guidance.

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

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

21. Accounting Procedures:

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

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

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

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

22. Program Income:

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

Project Management Provisions

23. Environmental Protection:

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

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

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

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

24. Property, Equipment and Supplies:

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

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

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

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

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

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

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

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

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

25. Relocation and Land Acquisition:

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

26. Flood Hazards:

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

27. Procurement:

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

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

    1) Use of United States-flag vessels:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28. Rights in Intangible Property:

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

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

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

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

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

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

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

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

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

29. Acknowledgment of Support and Disclaimer:

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

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

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

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

30. Reprints of Publications:

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

Documentation and Oversight Provisions

31. Record Retention:

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

32. Audit and Inspection.

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

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

33. Fraud, Waste or Abuse:

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

34. Site Visits:

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

35. Safety Compliance:

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

36. Electronic and Information Technology:

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

Other Legislative and Regulatory Provisions

37. Buy American:

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

38. Ethics:

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

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

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

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

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

39. Civil Rights:

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

40. SAM Registration and DUNS Number:

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

41. Freedom of Information Act:

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

42. Text Messaging While Driving:

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

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

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

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

43. Trafficking in Persons:

a. Provisions applicable to a recipient that is a private entity.

   i. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

      i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

      ii. Procure a commercial sex act during the period of time that the award is in effect; or

      iii. Use forced labor in the performance of the award or subawards under the award.

ii. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

a) Associated with performance under this award; or

b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C.F.R. part 1200.

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1) Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
   a) Associated with performance under this award; or
   b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C.F.R. part 1200.

c. Provisions applicable to any recipient.

1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2) Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3) You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1) ''Employee'' means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2) ''Forced labor'' means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3) ''Private entity'':

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.

ii. Includes:

(a) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).
(b) A for-profit organization.

4) ''Severe forms of trafficking in persons,'' ''commercial sex act,'' and ''coercion'' have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

5) "Recipient" and "subrecipient" include for-profit entities for the purpose of this award term only.

PART IV. GOVERNING LAWS AND REGULATIONS

44. Governing Laws and Regulations:

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

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

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

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

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

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

Attachment 2

STATEMENT OF WORK

Southern Rail Commission

Birmingham, AL and Mississippi Stations Improvement Project

Fiscal Year 2006 Gulf Coast High Speed Rail Corridor

1.0 AUTHORITY

Authorization	The authorization and appropriation for this Agreement is in the appropriations act cited immediately below.
Funding Authority/Appropriation	Transportation, Treasury, Housing and urban Development, The Judiciary, The District of Columbia, and Independent Agencies Appropriations Act, 2006, Pub. L. 109-115 (November 30, 2005) 119 STAT. 2396, 2412 (the "Act") Conference Report, H.R. 109-307, p. 183 (2005) Funding is provided under the Research and Development heading of the appropriation though this Agreement funds capital projects.
Notice of Funding Opportunity (NOFO)	N/A – Directed Funding

2.0 BACKGROUND

The Southern Rail Commission (SRC or Grantee) was created by an interstate rail compact now comprised of representatives from Louisiana, Mississippi, and Alabama to engage and inform public and private rail interests to support rail initiatives in the southeast. Its mission is to promote the safe, reliable and efficient movement of people and goods along rail corridors to enhance economic development; provide transportation choices; and facilitate emergency evacuation routes.

Congress, through the Act, appropriated $7,190,000 to the FRA under the Railroad Research and Development heading for grants that would fund rail corridor planning, development and improvement projects.

From the $7,190,000, the Conference Report H.R. 109-307 allocated $2,500,000 of which $2,475,000 was available after rescission to address critical corridor planning and highway-rail crossing safety needs within the Gulf Coast High Speed Rail Corridor (Corridor Funds).

In 2015, the SRC expressed interest to the FRA of its intent to use the Corridor Funds. The Gulf Coast High Speed Rail Corridor, federally designated Corridor is approximately 1,000 miles long and is divided into the following three segments: 1) Houston, TX to New Orleans, LA; 2) New Orleans, LA to Mobile, AL; and 3) New Orleans, LA to Atlanta, GA (together, the "Corridor"). Currently, Amtrak's *Crescent* service operates on the New Orleans to Slidell, LA segment, and the *Sunset Limited* service operates on the Houston to New Orleans segment, which ran to Orlando before the New Orleans to Orlando, FL segment was suspended after Hurricane Katrina struck in 2005. The latter segment remains suspended today and efforts are currently underway to evaluate the capital and financial needs to restore passenger service.

In spring 2016, the SRC solicited applications from communities in Louisiana, Mississippi and Alabama to identify capital/construction projects and planning studies along the Corridor.

FRA deemed eleven projects eligible for the 2006 funding - four planning studies and seven station capital projects. The planning and capital projects are being split into separate agreements with SRC. This Agreement is for the Birmingham, AL and Mississippi Stations Improvement Project that includes one subproject in Alabama and four subprojects in Mississippi (together, and as further described in the tasks below and herein, the "Project"). The Project cost is $1,883,230. The Federal Contribution is $941,615 and the Grantee's Non-Federal Contribution is $941,615. The Federal Contribution will not exceed 50 percent of the total Project cost. To the extent there is a conflict between Attachment 1 and this Attachment 2, Attachment 1 governs.

The Project will be completed in compliance with Section 106 of the National Historic Preservation Act (NHPA). National Environmental Policy Act requirements have been completed. The following Categorical Exclusions (CE) for the Project were approved by FRA:

- City of Birmingham, AL Station Accessibility Upgrades and Safety Improvements - FRA issued a CE on 2/21/2019

- City of Biloxi, MS Station Redevelopment - FRA issued a CE on 11/08/2017

- City of Gulfport, MS Platform Canopy Rehabilitation and ADA Compliance – FRA issued a CE on 8/09/2018

- City of Bay St. Louis, MS Station Platform Improvement – FRA issued a CE on 10/24/2017

- City of Pascagoula, MS Depot Restoration – FRA issued a CE on 9/14/2017

3.0 GENERAL OBJECTIVE

The Grantee will complete the railroad improvements along the Corridor in Alabama and Mississippi as described below. Completion of this work will provide capacity and safety to each station that help to improve utility and intercity passenger railroad operations along the Corridor. All work will be done in accordance with the Americans with Disabilities Act (ADA).

Alabama:

- The City of Birmingham: construction and enhancement of features at the Birmingham Intermodal Facility's (BIF) Intermodal Building including the construction of a pedestrian corridor that will connect the Intermodal Building to the stairwell and elevator area the Amtrak's existing station that provides access to the elevated platform; and complete waterproofing improvements on the roof of the station to prevent water from entering the BIF and the station.

Mississippi:

- The City of Biloxi: construction of a passenger rail platform and safe pedestrian connection between the new station and the nearby Coast Area Transit facility.

- The City of Gulfport: construction of a new 100-foot platform canopy with new canopy lighting; sidewalk improvements; and landscape improvements to maintain aesthetics while improving safety and connectivity.

- The City of Bay St. Louis: construction of a series of capital improvements including canopy connection from the track side to the building; trackside improvements for the historic Depot; installation of large planters; station furniture placement; wayfinding and signage; parking striping; covered canopy for connecting public transportation and commuter access.

- The City of Pascagoula: improvements to restore the historic train station with the construction of a new platform, station access improvements, and parking lot improvements.

4.0 PROJECT LOCATION

The Grantee will complete engineering design and construction, as described in the Tasks below in the following cities on the Corridor: Birmingham, Alabama; and Biloxi, Pascagoula, Gulfport, and Bay St. Louis in Mississippi.

5.0 DESCRIPTION OF WORK

Task 1: Project Administration
Project Administration includes such work that is necessary for the SRC to oversee the management of this Project. For this initial task, the Grantee will prepare a Detailed Project Work Plan, Budget, and Schedule (Work Plan) for the following tasks. The Work Plan will describe, in detail, the activities and steps necessary to complete the tasks outlined in the statement of work. The Work Plan will also include information about the project management approach (including team organization, team decision-making, roles and responsibilities and interaction with FRA), as well as address quality assurance and quality control procedures. In addition, the Work Plan will include the project schedule (with grantee and agency review durations) and a detailed project budget. Grantee will include in the Work Plan, agreements with the host railroad to access the railroad's property and perform the engineering or construction activities, agreements governing the maintenance of the Project, and agreements Grantee executes with local governmental agencies detailing flow down provisions of this Agreement (together, "Project Agreements").

The Grantee acknowledges that work on subsequent tasks will not commence until the Work Plan has been completed, submitted to FRA, and the Grantee has received approval in writing from FRA, unless such work is permitted by pre-award authority provided by FRA. The FRA will not reimburse the Grantee for costs incurred in contravention of this requirement.

This task also includes the completion of reports as required in Attachment 1.

Task 1 Deliverables:

- Detailed Work Plan
- Project Agreements (including those referenced in the tasks below)

Task 2: Birmingham Station Accessibility Upgrades and Safety Improvements (Birmingham Station)

The Grantee will construct improvements to provide safer access from the current Amtrak station to the Intermodal Building and complete waterproofing improvements on the station's roof. All work will be done in coordination with the City of Birmingham, AL and accordance with the ADA. The Grantee will adhere to the conditions specified in the November 15, 2018 letter from the Alabama State Historic Preservation Office (SHPO) to the City of Birmingham, submitted as part of the FRA Section 106 consultation, regarding preservation of historic features and finishes. Work under this task will include:

Subtask 2.a: Final Design. The Grantee completed 100% Final Design plans for this Task as part of its engineering design work for the BIF Intermodal Building. Since the FRA Award is funding construction activities, the Grantee will submit the Final Design to FRA for review and acceptance and a copy of the executed Right-of-Way, Construction, and Easement Agreements between the City of Birmingham and CSX.

Deliverables:

- Final Design set, which includes 100% design plans including design specifications and updated cost estimate and schedule
- CSX – City of Birmingham Right-of-Way, Construction, and Easement Agreements

NOTE: If the outcome of final design alters the scope that is described within the FRA approved NEPA CE, the Grantee will notify FRA immediately and await a notice to proceed before commencing with construction.

Subtask 2.b: Construction. Grantee will ensure and oversee construction, on-site railroad operations services (e.g., flaggers), and engineering inspection activities as required from the host railroads. Grantee will complete interior corridor improvements and exterior waterproofing improvements as identified in the Detailed Project Work Plan, which includes elements such as the following:

- Widen the interior opening in a portion of the Intermodal Building's southern wall and portion of the north wall of the Amtrak station; construct pedestrian corridor that will have an ADA compliant gentle slope (since the Intermodal Building and the Amtrak station are not at the same elevation) to facilitate passenger access from the Intermodal Building to Amtrak's station wall openings; limited interior renovations such as flooring, ceiling titles, sheetrock and painting; and
- Complete waterproofing of the roof on the existing Amtrak station. This work may involve removing part of the roof deck and applying waterproofing membrane materials and repairs to expansion joints.

Task 3: Biloxi, MS Station Redevelopment (Biloxi Station)

The Grantee will construct a new at-grade platform including canopy lighting. The new platform will be located just south of the CSX Railroad on Esters Blvd. immediately east of Reynoir Street, which is across the street from the existing Coast Transit Authority transit station. Grantee will construct an at-grade pedestrian crossing to connect the platform to the transit station. All work will be coordinated with the City of Biloxi, MS and done in accordance with the ADA.

Subtask 3.a: Engineering Design. The Grantee will prepare, or cause to be prepared, Preliminary Engineering (PE) and Final Design sets, including a detailed cost estimate and schedule for the Project. The Grantee will submit the PE Design and Final Design sets to FRA for acceptance.

1. **Preliminary Engineering (30% design)**
   - The Grantee will provide scale maps or scale aerial photography of existing conditions at a scale of one inch = 100 feet or less, depending on complexity of location.
   - The Grantee will prepare design plan drawings overlaid on maps/photography showing, as applicable, design criteria and specifications, existing right-of-way limits along with railroad ownership; public and private at-grade crossings; distance from any obstruction on the platform to the edge of the platform; passenger stations, building(s), platforms, parking, access to primary highway system in the area, and public transit services and facilities.
   - The Grantee will ensure that design submittals include a title sheet identified with a drawing revision number or date; an index identifying various plan sheets comprising the drawing set; a legend of symbols or abbreviations.
   - The Grantee will obtain signature approval of the PE cover sheet (or another concurrence notification deemed appropriate by FRA) by the City of Biloxi, CSX, and Amtrak.

   Deliverables
   - PE Design set which includes design plans, cost estimate and schedule
   - CSX – City of Biloxi Right-of-Entry Agreement

2. **Final Design.** The Grantee will complete Final Design and submit to FRA for acceptance. Following FRA acceptance of the PE Design, the Grantee will enter into the Final Design stage in which the PE Design deliverables will be updated, as necessary.

   Deliverable
   - Final Design set, which includes 100 % final design plans and specifications and updated cost estimate and schedule

NOTE: If the outcome of final design alters the scope that is described within the FRA approved NEPA CE, the Grantee will notify FRA immediately and await a notice to proceed before commencing with construction.

Task 3.b: Construction. Grantee will ensure and oversee, construction, on-site railroad operations services (e.g., flaggers), and engineering inspection activities as required from the host railroads. Grantee will complete platform, station access, parking facility, and site access improvements as identified in the Detailed Project Work Plan, which includes elements such as the following:

- Platform: constructing a 15 foot by 350 foot at-grade passenger platform; removal of existing platform; and installing platform lighting and canopy;
- Station Access: constructing an at-grade pedestrian crossing, including pavement markings, signs, and signals, on Esters Blvd. to connect the multimodal facility to the platform; installing pedestrian ramps on the north and south side of Reynoir Street to access at-grade crosswalk -- existing curb and gutter will be removed to accommodate this work;
- Site work: landscaping improvements such as clearing and grubbing existing vegetative area;
- Parking Facilities: removal of parking lot to the west of Renyoir Street; installing a curb; and landscaping improvements

Task 4: Gulfport, MS Station Platform Canopy Rehabilitation and ADA Compliance (Gulfport Station)

The Grantee will construct improvements to the station building, station access, and parking facilities, and include a new platform. This subproject is centered on historic restoration of the East/West passenger rail platform at the depot in downtown Gulfport. All work will be done in coordination with the City of Gulfport, MS and in accordance with ADA.

The City's goal is to replicate the aesthetics and modernize the lighting shown in historic photos, which show the passenger rail platform with a decorative canopy and lighting.

Subtask 4.a Engineering Design. The Grantee will prepare, or cause to be prepared, PE and Final Design sets, including a detailed cost estimate and schedule for the subproject. Grantee will submit the PE Design Final Design sets to FRA for acceptance.

During the PE phase, the Grantee, in coordination with the City, will keep FRA apprised as the subproject design advances, and will:

- Assist FRA in developing any documentation necessary for continuing consultation with the Mississippi Department of Archives and History (MDAH), the Mississippi SHPO, in accordance with Section 106 of the NHPA, and/or
- Will provide FRA with necessary documentation for the agency to be able to determine the applicability of the Advisory Council on Historic Preservation's (ACHP) Program Comment to Exempt Consideration of Effects to Rail Properties Within Rail Rights-of Way (August 17, 2018) to the subproject.

(NOTE: Although the effective date of the Program Comment is later than the date of FRA's original consultation with SHPO, the terms of the Program Comment allow Appendix A: Exempted Activities List to be applied to subprojects under this grant where appropriate.)

The Grantee will conduct, or cause to be conducted, a facilities assessment to determine specific interior ADA improvement requirements, an interior and exterior lighting assessment, and a general storm water control evaluation to determine if a channel needs to be constructed.

1. Preliminary Engineering (30% design)

- The Grantee will provide scale maps or scale aerial photography of existing conditions at a scale of one inch = 100 feet or less, depending on complexity of location.
- The Grantee will prepare design plan drawings overlaid on maps/photography showing, as applicable, design criteria and specifications, existing right-of-way limits along with railroad ownership; public and private at-grade crossings; distance from any obstruction on the platform to the edge of the platform; passenger stations, building(s), platforms, parking, access to primary highway system in the area, and public transit services and facilities.
- The Grantee will ensure that design submittals include a title sheet identified with a drawing revision number or date; an index identifying various plan sheets comprising the drawing set; a legend of symbols or abbreviations.
- The Grantee will obtain signature approval of the PE cover sheet (or another concurrence notification deemed appropriate by FRA) by the City of Gulfport, CSX, Kansas City Southern, and Amtrak.

Deliverables:

- PE Design set, which includes design plans, cost estimate and schedule
- CSX – City of Gulfport Right-of-Entry Agreement

2. Final Design. The Grantee will complete Final Design and submit to FRA for acceptance. Following FRA acceptance of the PE Design, the Grantee may enter into the Final Design stage in which the PE Design deliverables will be updated, as necessary.

Deliverables:

- Final Design set, which includes design plans and updated cost estimate and schedule

NOTE: If the outcome of final design alters the scope that is described within the FRA approved NEPA CE, the Grantee will notify FRA immediately and await a notice to proceed before commencing with construction.

Task 4.b Construction. Grantee will ensure and oversee construction, on-site railroad operations services (e.g., flaggers), and engineering inspection activities as required from the host railroads. Grantee will complete platform, station access, parking facility, station building, and site access improvements as identified in the Detailed Project Work Plan, which includes elements such as the following:

- Platform: constructing a new 100-foot platform canopy; installing new canopy lighting; replacing existing platform and tactile strips with a new concrete platform and tactile strips; and painting existing north-south wood frame north-south platform canopy.
- Station Access: constructing ramps and sidewalks to improve pedestrian crossings; installing tactile warning strips on walkways that connect to the platform to maintain the historic aesthetic while improving safety and connectivity.
- Parking Facilities: pending outcome of exterior lighting assessment, upgrading security lighting and parking lot lighting at city-owned parking lot adjacent to the depot; and adding site lighting at the existing long-term parking.
- Station Building: constructing a new HVAC equipment enclosure; and installing bike racks affixed to the sidewalk near the main entrances of the depot; pending results of the facilities assessment, completing work such as restroom upgrades, ramp revisions, and other minor modifications; and pending outcome of interior lighting assessment, upgrade select light fixtures
- Site work: depending on outcome of stormwater control evaluation, installing a stormwater conveyance channel; and landscape improvements.

Task 5: Bay St. Louis, MS Station Platform Improvement (Bay St. Louis Station)

The Grantee will repair the platform and improve station access and parking facilities. The Bay St. Louis, MS rail station is an existing building with improvements and repairs completed since Hurricane Katrina. The building's exterior waiting areas, the platform, ADA ramps, and vehicular parking areas require improvements to achieve adequate levels of lighting, accessibility and protection from the elements. All work will be done in coordination with Bay St. Louis, MS and in accordance with ADA.

Subtask 5.a. Engineering Design. The Grantee will prepare, or cause to be prepared, PE and Final Design sets, including a detailed cost estimate and schedule for the subproject. The Grantee will submit the PE Design Final Design sets to FRA for acceptance.

During the PE phase, the Grantee, in coordination with the City, will keep FRA apprised as the subproject design advances, and will:

- Assist FRA in developing any documentation necessary for continuing consultation with MDAH in accordance with Section 106 of the NHPA, and/or
- Will provide FRA with necessary documentation for the agency to be able to determine the applicability of the ACHP's Program Comment to Exempt Consideration of Effects to Rail Properties Within Rail Rights-of Way (August 17, 2018) to the subproject. (NOTE: Although the effective date of the Program Comment is later than the date of FRA's original consultation with SHPO, the terms of the Program Comment allow Appendix A: Exempted Activities List to be applied to subprojects under this grant where appropriate.)

1. **Preliminary Engineering (30% design)**

- The Grantee will provide scale maps or scale aerial photography of existing conditions at a scale of one inch = 100 feet or less, depending on complexity of location.
- The Grantee will prepare design plan drawings overlaid on maps/photography showing, as applicable, design criteria and specifications, existing right-of-way limits along with railroad ownership; public and private at-grade crossings; distance from any obstruction on the platform to the edge of the platform; passenger stations, building(s), platforms, parking, access to primary highway system in the area, and public transit services and facilities.
- The Grantee will ensure that design submittals include a title sheet identified with a drawing revision number or date; an index identifying various plan sheets comprising the drawing set; a legend of symbols or abbreviations.
- The Grantee will obtain signature approval of the PE cover sheet (or another concurrence notification deemed appropriate by FRA) by the City of Bay St. Louis, CSX, and Amtrak. PE deliverables will include design plans, cost estimate and schedule.
- The Grantee will submit a copy of the executed Right-of-Entry Agreement between the City of Bay St. Louis and CSX.

Deliverables:

- PE Design set which includes design plans, cost estimate and schedule
- CSX – City of Bay St. Louis Right-of-Entry Agreement

2. **Final Design.** The Grantee will complete Final Design and submit to FRA for acceptance. Following FRA acceptance of the PE Design, the Grantee will enter into the Final Design stage in which the PE Design deliverables will be updated, as necessary.

Deliverables:

- Final Design set, which includes design plans and updated cost estimate and schedule

NOTE: If the outcome of final design alters the scope that is described within the FRA approved NEPA CE, the Grantee will notify FRA immediately and await a notice to proceed before commencing with construction.

Subtask 5.b. Construction. Grantee will ensure and oversee construction, on-site railroad operations services (e.g., flaggers), and engineering inspection activities as required from the host railroads. Grantee will complete platform, station access, and parking facility improvements as identified in the Detailed Project Work Plan, which includes elements such as the following:

- Platform: repairing the existing platform by replacing damaged concrete and tactile platform edge tiles.

- Station Access: procuring and installing large planters and fixed benches that will be placed track side on concrete foundation; install a canopy connection from track side to the station building for connecting public transportation and commuter access; installing a covered transit stop in the front of the building for those transitioning from Amtrak to other ground forms of transportation; repair (e.g., wiring) inoperative lighting fixtures (e.g., wiring) (the poles will not be replaced); installing wayfinding and signage in areas near/adjacent to the station to direct the public to the station; replacing and upgrade the wooden ramp and handrails on the trackside; and replacing the metal hand rail on the front side of the train station;
- Parking Facilities: painting parking lot striping and upgrading handicapped parking areas.

Task 6: Pascagoula, MS Depot Restoration (Pascagoula Depot)

The Grantee will work with the City of Pascagoula, MS to construct a new platform and complete parking lot improvements on infrastructure owned by the City of Pascagoula in Pascagoula, MS. All work will be done in accordance with ADA.

Subtask 6.a: Engineering Design. The Grantee will prepare, or cause to be prepared, PE and Final Design sets, including a detailed cost estimate and schedule for the subproject. The Grantee will submit the PE Design and Final Design sets will be submitted to FRA for acceptance. Work will also consist of CSX permitting, conceptual design and any other documentation necessary to demonstrate the effectiveness, feasibility, and readiness of the subproject.

During the PE phase, the Grantee, in coordination with the City, will keep FRA apprised as the subproject design advances, and will:

- Assist FRA in developing any documentation necessary for continuing consultation with MDAH in accordance with Section 106 of the NHPA, and/or
- Will provide FRA with necessary documentation for the agency to be able to determine the applicability of the ACHP's Program Comment to Exempt Consideration of Effects to Rail Properties Within Rail Rights-of Way (August 17, 2018) to the subproject. (NOTE: Although the effective date of the Program Comment is later than the date of FRA's original consultation with SHPO, the terms of the Program Comment allow Appendix A: Exempted Activities List to be applied to subprojects under this grant where appropriate.)

1. **Preliminary Engineering (30% design)**

- The Grantee will provide scale maps or scale aerial photography of existing conditions at a scale of one inch = 100 feet or less, depending on complexity of location.
- The Grantee will prepare design plan drawings overlaid on maps/photography showing, as applicable, design criteria and specifications, existing right-of-way limits along with railroad ownership; public and private at-grade crossings; distance from any obstruction on the platform to the edge of the platform; passenger stations, building(s), platforms, parking, access to primary highway system in the area, and public transit services and facilities.

- The Grantee shall ensure that design submittals include a title sheet identified with a drawing revision number or date; an index identifying various plan sheets comprising the drawing set; a legend of symbols or abbreviations.
- The Grantee will obtain signature approval of the PE cover sheet by the City of Pascagoula, CSX, and Amtrak. PE deliverables will include design plans, cost estimate and schedule.

Deliverables:

- PE Design set which includes design plans, cost estimate and schedule
- CSX – City of Bay St. Louis Right-of-Entry Agreement

2. Final Design

- The Grantee shall complete Final Design and submit to FRA for acceptance. Following FRA acceptance of the PE Design, the Grantee may enter into the Final Design stage in which the PE Design deliverables will be updated, as necessary. Final Design deliverables will 100% final design plans which will include design specifications, updated cost estimate and schedule.

Deliverables:

- Final Design Set, which includes design plans and updated cost estimate and schedule

NOTE: If the outcome of final design alters the scope that is described within the FRA approved NEPA CE, the Grantee will notify FRA immediately and await a notice to proceed before commencing with construction.

Subtask 6.b: Construction

Grantee will ensure and oversee construction administration, management, on-site railroad operations services (e.g., flaggers), and engineering inspection activities as required from the host railroads.

Grantee will complete platform, parking facility, and station access improvements as identified in the Detailed Project Work Plan, which includes elements such as the following:

- Platform: constructing a new concrete platform (approx. 600 ft. long) to replace the existing wood platform.
- Parking Facilities: repaving and improving the parking lot through resurfacing, striping, signage and the addition of van accessible spaces;
- Station Access: replacing the eastern parking lot access ramp to facilitate access from the parking lot to the station from the parking facility

6.0 PROJECT COORDINATION

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

Task 2: Birmingham Station

- City of Birmingham
- CSX
- Amtrak
- FRA

Task 3: Biloxi Station

- City of Biloxi
- CSX
- Amtrak
- FRA

Task 4: Gulfport Station

- City of Gulfport
- CSX and KCS
- Amtrak
- FRA

Task 5: Bay St. Louis Station

- City of Bay St. Louis
- CSX
- FRA
- Amtrak

Task 6: Pascagoula Depot

- City of Pascagoula
- CSX
- Amtrak
- FRA

7.0 PROJECT MANAGEMENT

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

- Participate in a project kickoff meeting with FRA
- Complete necessary steps to hire a qualified consultant/contractor to perform required Project work
- Hold regularly scheduled Project meetings with FRA
- Inspect and approve work as it is completed
- Review and approve invoices as appropriate for completed work
- Perform Project close-out audit to ensure contractual compliance and issue close-out report
- Submit to FRA all required Project deliverables and documentation on-time and according to schedule, including periodic receipts and invoices
- Comply with all FRA Project reporting requirements, including, but not limited to:
    a. Status of project by task breakdown and percent complete
    b. Changes and reason for changes in and updated versions of Detailed Project Work Plan, Budget, and Schedule
    c. Description of unanticipated problems and any resolution since the immediately preceding progress report
    d. Summary of work scheduled for the next progress period
- Read and understand the Terms and Conditions of this Agreement (Attachment 1)
- Notify FRA of changes to this Agreement that require written approval or modification to the Agreement

Attachment 3

DELIVERABLES AND APPROVED PROJECT SCHEDULE

Southern Rail Commission

Birmingham, AL and Mississippi Stations Improvement Project

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

ESTIMATED PROJECT SCHEDULE			
TASK #	**TASK NAME**	**ESTIMATED START DATE**	**ESTIMATED COMPLETION DATE**
1	Project Administration	Continuous for the duration of the agreement	
2	Birmingham Station		
2a	• Final Design	3/01/2020	7/31/2020
2b	• Construction	9/01/2020	7/31/2021
3	Biloxi Station		
3.a	• Preliminary Engineering	3/01/2020	6/30/2020
3.a	• Final Design	7/01/2020	9/30/2020
3.b	• Construction	11/01/2020	7/31/2022

4	Gulfport Station		
4.a	• Preliminary Engineering	3/01/2020	11/30/2020
4.a	• Final Design	12/01/2020	6/30/2021
4.b	• Construction	7/01/2021	10/31/2022
5	Bay St. Louis Station		
5.a	• Preliminary Engineering	3/01/2020	6/30/2020
5.a	• Final Design	7/01/2020	9/30/2020
5.b	• Construction	10/01/2020	3/31/2021
6	Pascagoula Depot		
6.a	• Preliminary Engineering	4/20/2020	5/31/2020
6.a	• Final Design	5/01/2020	8/31/2020
6.b	• Construction	9/01/2020	7/31/2021

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

Task	Deliverable Name	Due Date
1	Detailed Project Work Plan and Project Agreements	Within 30 days of agreement execution date
2.a (Birmingham)	Final Design Set	7/31/2020
3.a (Biloxi)	• Preliminary Engineering Set • CSX – City of Biloxi Right-of-Entry Agreement	6/30/2020
3.a (Biloxi)	Final Design Set	9/310/2020
4.a (Gulfport)	• Preliminary Engineering Set • CSX – City of Gulfport Right-of-Entry Agreement	11/30/2020
4.a (Gulfport)	Final Design Set	6/30/2021
5.a (Bay St. Louis)	• Preliminary Engineering Set • CSX – City of Bay St. Louis Right-of-Entry Agreement	6/30/2020
5.a (Bay St. Louis)	Final Design Set	9/30/2020
6.a (Pascagoula)	• Preliminary Engineering Set • CSX – City of Pascagoula Right-of-Entry Agreement	5/31/2020
6.b (Pascagoula)	Final Design Set	8/30/2020

Attachment 4

APPROVED PROJECT BUDGET

Southern Rail Commission

Birmingham, AL and Mississippi Stations Improvement Project

The total estimated cost of the Project is $1,883,230, for which the FRA grant will contribute up to 50.00% of the total cost, not to exceed $941,615. The Grantee's Non-Federal Contribution is comprised of cash contribution only in the amount of $941,615. Any additional expense required beyond that provided in this Agreement to complete the Project will be borne by the Grantee.

Project Estimate by Task

Task #/ Subtask#		Task Name	Federal Contribution (FRA Award)	Non-Federal Contribution	Total Cost
1		**Project Administration**	**$100,000**	**$100,000**	**$200,000**
2		**Birmingham Station Subtotal**	**$109,500**	**$109,500**	**$219,000**
	2.a	*Final Design*	$0	$0	$0
	2.b	*Construction*	$109,500	$109,500	$219,000
3		**Biloxi Station Subtotal**	**$270,000**	**$273,000**	**$543,000**
	3.a	*Preliminary Engineering*	$7,082	$7,167	$14,249
	3.a	*Final Design*	$21,249	$21,502	$42,751
	3.b	*Construction*	$214,202	$216,863	$431,065
		Contingency	$27,467	$27,468	$54,935
4		**Gulfport Station Subtotal**	**$202,000**	**$202,277**	**$404,277**
	4.a	*Preliminary Engineering*	$2,498	$2,502	$5,000
	4.a	*Final Design*	$10,571	$10,586	$21,157
	4.b	*Construction*	$182,156	$182,414	$364,570
		Contingency	$6,775	$6,775	$13,550
5		**Bay St. Louis Subtotal**	**$70,000**	**$70,000**	**$140,000**
	5.a	*Preliminary Engineering*	$0	$0	$0
	5.a	*Final Design*	$0	$0	$0
	5.b	*Construction*	$70,000	$70,000	$140,000
6		**Pascagoula Depot Subtotal**	**$186,838**	**$186,838**	**$373,676**
	6.a	*Preliminary Engineering*	$4,114	$4,114	$8,228
	6.a	*Final Design*	$9,599	$9,599	$19,198
	6.b	*Construction*	$155,125	$155,125	$310,250
		Contingency	$18,000	$18,000	$36,000
Unallocated Contingency			**$3,277**	**$0**	**$3,277**
		TOTAL PROJECT COST	**$941,615**	**$941,615**	**$1,883,230**

Project Estimate Contributions

Funding Source	Project Contribution Amount	Percentage of Total Project Cost
Federal Contribution (FRA Award)	**$941,615**	**50.00%**
Non-Federal Contribution (breakdown in rows below)	**$941,615**	**50.00%**
• *Grantee*	*$100,000*	*5.31%*
• *City of Birmingham, AL*	*$109,500*	*5.81%*
• *City of Biloxi, MS*	*$273,000*	*14.50%*
• *City of Gulfport, MS*	*$202,277*	*10.74%*
• *City of Bay St. Louis, MS*	*$70,000*	*3.72%*
• *City of Pascagoula, MS*	*$186,838*	*9.92%*
TOTAL PROJECT COST	**$ 1,883,230**	**100.00%**

Attachment 5

PERFORMANCE MEASUREMENTS

Southern Rail Commission

Birmingham, AL and Mississippi Stations Improvement Project

PERFORMANCE MEASUREMENTS

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

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

Table 1. Performance Measurement Table

Performance Measure	Description of Measure	Measurement	Reporting
ADA Compliance	Improvements to an existing station that comply with ADA requirements, including level-boarding where applicable.	**Pre-Project (Baseline) Performance as of Project performance period start date** *(see page 1 of this Agreement)*: ADA improvements described in the Agreement have not been completed.	**Actual Project Performance After Project Completion:** Provide comparison of actual performance of asset(s) versus the baseline and actual post-project performance.
			Frequency: Upon Project completion
		Expected Post-Project Performance: ADA improvements described in the Agreement have been completed	**Duration:** One time

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 _____, 2020, the following Resolution:

A RESOLUTION OF THE GULFPORT CITY COUNCIL RECONFIRMING AND EXTENDING THE STATUS OF A STATE OF EMERGENCY DUE TO THE SPREAD OF COVID-19 AND POTENTIALS ASSOCIATED IMPACTS WHICH THREATEN TO AFFECT AREAS WITHIN THE CITY, AND FOR RELATED PURPOSES

WHEREAS, on March 15, 2020, the Mayor of the City of Gulfport, Mississippi, proclaimed the existence of a "Civil Emergency" pursuant to authority of §45-17-3, et seq., *Miss. Code Ann.* and the existence of a "Local Emergency" pursuant to authority of § 33-15-17(d), *et seq*., *Miss. Code Ann*. and related statutes due to the spread of Covid-19, a novel coronavirus, within Mississippi and surrounding areas and the potential impacts thereof (illness, injury and death) which threaten to commence in the area and impact an area that includes the City of Gulfport, Mississippi (the "Civil Emergency" and the "Local Emergency" shall hereinafter be referred to collectively as the "State of Emergency"); and

WHEREAS, the Gulfport City Council, on March 17, 2020, on April 7, 2020, and on April 21, 2020, acted to confirm and extend the aforementioned State of Emergency; and

WHEREAS, because of the "State of Emergency" due to the aforesaid spread of Covid-19 and potential impacts thereof, Mayor Billy Hewes invoked emergency management provisions, including, without limitation, those set out in a Proclamation by the Mayor of the City of Gulfport Declaring a Civil and/or Local Emergency to Exist as a Result of a Threatened or Existing Public Health Emergency (Covid-19), and the Governor of the State of Mississippi declared that the State of Mississippi is, likewise, under a "State of Emergency"; and

WHEREAS, further, due to said "State of Emergency", and the need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County, the Mayor invoked the powers of "emergency management" and invoked special emergency authority, including, but not limited to Sections 45-17-1, et seq., Sections 33-15-1, et seq., and Sections 21-35-19, et seq., *Mississippi Code of 1972, Annotated*, and any amendments thereto; and

WHEREAS, the Governing Authority having reviewed the existing needs, including those stated above, for continuing a state of emergency, finds that the need exists for continuing local emergency management and associated relief from Federal and State agencies to prepare for and respond to the impact and effects of the spread of Covid-19 and the potential impacts thereof, and shall continue until the Mayor and/or Governing Authority determines that conditions warrant the termination thereof.

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

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

SECTION 2. That the City Council recognizes that there is a continuing need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County and a continuing need to prepare for and respond to the impact and effects of the spread of Covid-19 and the potential impacts thereof.

SECTION 3. That a state emergency continues within the City of Gulfport, and Mayor Billy Hewes is authorized to continue to invoke emergency management authority, including

emergency expenditures, coordination of assistance and relief with state and federal authorities and private corporations and the use of municipal personnel and equipment as deemed necessary and proper as a result of said emergency until the earliest time as conditions warrant the termination of the state of emergency by the Mayor or the Governing Authority, subject to review by the Governing Authority within thirty (30) days hereof.

SECTION 5. This Order shall not limit the authority hereby confirmed of the Mayor and City Council to make such orders or take such actions as is vested in them as the chief executive/ administrative officer, and as the governing authority, respectively, of the City of Gulfport by the Laws of the State of Mississippi and the Ordinances of the City of Gulfport.

SECTION 6. This Resolution shall be in full force and effect on and after passage, and shall remain in full force and effect until the Mayor or Governing Authority declares that a state of emergency no longer exists in the City of Gulfport, or until otherwise terminated according to law.

SECTION 7. The Clerk of the Council is instructed to publish this Resolution and make it available for public notice and after its adoption, this Resolution shall be spread upon the minutes of the Governing Authority.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by Councilman _____, seconded by Councilman _____, 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 _____, 2020.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT**

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2020.

_____

MAYOR

DEPARTMENT OF
PUBLIC WORKS

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

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

Date: May 8, 2020

Subject: Transfer to Fund CIPP Lining of Storm Drain at Roxbury Estates

FROM	TO	AMOUNT
311-614300 (Shells, Gravel, Sand)	311-640100-00122 (CIPP Storm Drain - Roxbury)	**$28,000.00**
345-640100-00108 (34th St Box Culvert)	345-640100-00122 (CIPP Storm Drain – Roxbury)	**$302.75**
345-640100-82600 (E Chipwood Drainage)	345-640100-00122 (CIPP Storm Drain – Roxbury)	**$194.00**
345-640100-82660 (Baker St Flooding Repair)	345-640100-00122 (CIPP Storm Drain – Roxbury)	**$1,993.12**
357-640100-31113 (Flat Branch Panel Replacement)	357-640100-00122 (CIPP Storm Drain – Roxbury)	**$5,674.74**
311-630100-31113 (Flat Branch Panel Replacement)	311-640100-00122 (CIPP Storm Drain – Roxbury)	**$23,468.53**
311-630100-31114 (Driftwood Nursing Home)	311-640100-00122 (CIPP Storm Drain – Roxbury)	**$2,489.83**
	TOTAL	**$62,122.97**

The Department of Public Works is requesting to transfer a total of $62,122.97 from the above listed projects and everyday accounts to fund the CIPP lining of the storm drain located at Roxbury Estates.

In order to repair multiple breaks in the storm drain pipe, it must be lined with CIPP. The estimate for this work is $62,122.97. As the listed projects have reached completion, it is the suggestions of this office to use those remaining funds as shown to fund the CIPP lining at Roxbury.

I hereby recommend this budget amendment.
Please place on the May 19, 2020 City Council Agenda.

City of Gulfport

Budget Amendment Request

Fund Name	General & Capital Construction	Date	05/08/20
Department #	311/345/357	Budget Entry #	2020-61
Department Name	Public Works		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
311				
Personnel	-	-	-	-
Supplies	1,219,243	(67,362)	(28,000)	1,123,881
Other Services	-	-	-	-
Capital	809,077	(5,650)	28,000	831,427
Total	2,028,320	(73,012)	-	1,955,308
345				
Personnel	-	-	-	-
Supplies	-	-	-	-
Other Services	-	-	-	-
Capital	24,119,894	15,493,736	-	39,613,630
Total	24,119,894	15,493,736	-	39,613,630
357				
Personnel	-	-	-	-
Supplies	-	-	-	-
Other Services	-	-	-	-
Capital	599,522	-	-	599,522
Total	599,522	-	-	599,522

The department of Public Works is requesting to transfer a total of $62,122.97 from the above accounts to fund the CIPP lining of the storm drain located at Roxbury Estates.

Amendment # 2020-61

Gulfport Police Department

Interoffice Memo

Date: **May 8, 2020**

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

From: **Leonard Papania, Chief of Police** 5/8/2020 Approved HBD

Re: **Budget Amendment**

The following check were received and I ask that you deposit the amount into the listed line items in the Coastal Narcotics Enforcement Team budget.

This money comes from CNET cases where Restitution has to be paid from defendants.

Check Number 45551 in the amount of $10.00
Check Number 45458 in the amount of $50.00
Check Number 45735 in the amount of $100.00
Check Number 45634 in the amount of $150.00

Total..... $310.00

Revenue line item 285-492600.....$310.00

Expense line items to be increased:

286-630100 Police Narcotics Task Force Capital $310.00

This amendment must be spread on the Council minutes so the funds can be spent according to federal, state and local statutes. Therefore, I ask that you place this on the next Council agenda.

City of Gulfport

Budget Amendment Request

Fund Name	CNET	Date	05/11/20
Department #	286	Budget Entry #	2020-62
Department Name	Police Department		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel	-	-	-	-
Supplies	-	-	-	-
Other Services	-	-	-	-
Capital	2,940	5,959	310	9,209
Total	2,940	5,959	310	9,209
Revenue 285-492600	-	3,019	310	3,329

Money was received from CNET for cases where restitution was paid from defendants. Permission is requested to deposit funds in the above accounts.

Amendment # 2020-62

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 __19th_ day of __May__, 2020, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL APPROVING THE DOCKET OF CLAIMS

WHEREAS, following the City Council's approval of the budget, funds for the City of Gulfport are vested with the Mayor and Administration; and

WHEREAS, claims presented to the City for payment must be approved by the City Council through a Docket of Claims process; and

WHEREAS, the Administration for the City of Gulfport has prepared, certified, and submitted to the City Council a "Docket of Claims" for approval, attached hereto as Exhibit "A"; and

WHEREAS, in submitting this Docket of Claims, the Comptroller has certified to the Council that to the best of his knowledge and belief, all items contained within the Docket of Claims have been properly procured and appear to be within previously budgeted amounts and are lawful and appropriate for payment; and

WHEREAS, in authorizing payment for the Docket, the City Council must rely on this certification and by reliance on this certification, hereby authorizes payment to be issued to satisfy all claims found within the Docket, unless specifically excluded by the Council.

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 Docket of Claims is hereby approved in the form attached hereto as Exhibit "A", except for those claims specifically excluded by the Council.

Section 3. That this Resolution shall take full force and effect immediately upon its passage and enactment according to law and shall be spread upon the minutes of the Gulfport City Council.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by 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 _____, 2020.

(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 _____, 2020.

APPROVED:

_____

MAYOR

Comptroller

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5705

City Hall
2309 15th St.
Gulfport, MS 39501

MEMORANDUM

Date: May11, 2020

TO: Mayor Billy Hewes
Councilman Kenneth Casey
Councilman Ron Roland
Councilman Myles Sharp
Councilwoman Ella Holmes - Hines
Councilman Rusty Walker
Councilwoman Cara Pucheu
Councilman R. Lee Flowers

From: Gerard Bellocq, Comptroller

Subject: Monthly Check Register from Associated Adjusters

Attached is the report from Associated Adjusters of payments made on Workers' Compensation and General Liability claims for the month of April, 2020 to be approved and made a part of the minutes of the May 19, 2020 Council meeting.

As always, please do not hesitate to call me if I can be of further assistance.

Report Criteria: Transaction Date Range = 4/1/2020 - 4/30/2020 Filter = Transaction Type in (Check, Voided) and Checking Account = 'City of Gulfport-HB Claims Contigency ' and Branch = 'Associated Adjusters International'

Checking Account Is City of Gulfport-HB Claims Contigency

Transaction Type Transaction Date	Check Number Void Date	Payee Name	Transaction Amount
Voided 03/20/2020	[redacted]		$1,000.68
		Voided Totals (1)	$1,000.68
		Deposit/Reimbursement/Voided Totals (1)	$1,000.68

Transaction Type Transaction Date	Check Number Void Date	Payee Name	Transaction Amount
Check 04/02/2020	[redacted]		$1,009.58
Check 04/06/2020			$1,000.72
Check 04/08/2020			$12.88
Check 04/08/2020			$18.14
Check 04/08/2020			$20.55
Check 04/08/2020			$491.40
Check 04/08/2020			$626.89
Check 04/08/2020			$1,362.60
Check 04/16/2020			$16.20
Check 04/16/2020			$53.92
Check 04/16/2020			$90.84
Check 04/16/2020			$90.84
Check 04/16/2020			$104.97
Check 04/16/2020			$133.00
Check 04/16/2020			$133.95
Check 04/16/2020			$137.05
Check 04/16/2020			$143.36
Check 04/16/2020			$176.98
Check 04/16/2020			$343.70
Check 04/16/2020			$428.94
Check 04/16/2020			$7.21
Check 04/16/2020			$5,184.51
Check 04/17/2020			$160.76
Check 04/17/2020			$209.09
Check 04/17/2020			$238.56

Report Criteria: Transaction Date Range = 4/1/2020 - 4/30/2020 Filter = Transaction Type in (Check, Voided) and Checking Account = 'City of Gulfport-HB Claims Contigency ' and Branch = 'Associated Adjusters International'

Checking Account Is City of Gulfport-HB Claims Contigency

Transaction Type Transaction Date	Check Number Void Date	Payee Name	Transaction Amount
Check 04/17/2020	[redacted]		$1,000.70
Check 04/20/2020			$90.84
Check 04/20/2020			$9,986.43
Check 04/21/2020			$347.51
Check 04/21/2020			$810.54
Check 04/21/2020			$850.31
Check 04/24/2020			$90.84
Check 04/24/2020			$843.78
Check 04/24/2020			$856.38
Check 04/24/2020			$901.26
Check 04/24/2020			$1,075.17
Check 04/24/2020			$1,186.24
Check 04/24/2020			$974.08
Check 04/30/2020			$3,236.89
		Check Totals (39)	$34,447.61
		Charge/Check Totals (39)	$34,447.61
		Checks less Voids/Reimbursements	$33,446.93
		City of Gulfport-HB Claims Contigency Totals	$(33,446.93)

Report Criteria: Transaction Date Range = 4/1/2020 - 4/30/2020 Filter = Transaction Type in (Check, Voided) and Checking Account = 'City of Gulfport-HB Claims Contigency ' and Branch = 'Associated Adjusters International'

Grand Totals	$(33,446.93)

Comptroller/City Clerk

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5705

City Hall
2309 15th St.
Gulfport, MS 39501

MEMORANDUM

Date: May 11, 2020

TO: Mayor Billy Hewes
Councilman Kenneth Casey
Councilman Ron Roland
Councilman Myles Sharp
Councilwoman Ella Holmes - Hines
Councilman Rusty Walker
Councilwoman Cara Pucheu
Councilman R. Lee Flowers

From: Gerard Bellocq, Comptroller

Subject: Payroll Journals

Attached are the bi-weekly payroll distribution journals for the month of April, 2020 to be approved and made a part of the minutes of the May 19, 2020 Council meeting.

As always, please do not hesitate to call me if I can be of further assistance.

WARRANT 040920 PAY PERIOD 03/23/2020 to 04/05/2020 CHECK DATE 04/09/2020

YEAR 2020 PERIOD 7
EXPENDITURE ENTRIES
SHORT DESC 040920

GL EFF DATE 04/09/2020
REFERENCE 040920
REFERENCE2 1040920

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
YEAR 2020	PERIOD 7			GL EFF DATE 04/09/2020	
111	600100		EXECUTIVE	WAGES AND SALARIES	7,752.93
111	601900		EXECUTIVE	STATE RETIREMENT	1,349.00
111	602200		EXECUTIVE	FICA TAXES	562.62
111	602600		EXECUTIVE	HEALTH INSURANCE	1,277.34
115	600100		LEGISLATIVE	WAGES AND SALARIES	7,950.87
115	601900		LEGISLATIVE	STATE RETIREMENT	1,383.47
115	602200		LEGISLATIVE	FICA TAXES	505.47
115	602600		LEGISLATIVE	HEALTH INSURANCE	3,792.60
125	600100		JUDICIAL	WAGES AND SALARIES	29,925.22
125	601900		JUDICIAL	STATE RETIREMENT	5,206.97
125	602200		JUDICIAL	FICA TAXES	2,145.93
125	602600		JUDICIAL	HEALTH INSURANCE	5,692.54
135	600100		LEGAL	WAGES AND SALARIES	24,388.75
135	600100	COV19	LEGAL	WAGES AND SALARIES	600.91
135	601900		LEGAL	STATE RETIREMENT	4,243.64
135	601900	COV19	LEGAL	STATE RETIREMENT	104.56
135	602200		LEGAL	FICA TAXES	1,798.74
135	602200	COV19	LEGAL	FICA TAXES	45.47
135	602600		LEGAL	HEALTH INSURANCE	3,094.30
135	602600	COV19	LEGAL	HEALTH INSURANCE	172.49
145	600100		GENERAL ADMINISTRATION	WAGES AND SALARIES	43,353.80
145	600400		GENERAL ADMINISTRATION	OVERTIME	66.35
145	601900		GENERAL ADMINISTRATION	STATE RETIREMENT	7,450.70
145	602200		GENERAL ADMINISTRATION	FICA TAXES	3,161.34
145	602600		GENERAL ADMINISTRATION	HEALTH INSURANCE	5,366.39
150	600100		INFORMATION TECHNOLOGY	WAGES AND SALARIES	22,467.15
150	600400		INFORMATION TECHNOLOGY	OVERTIME	77.29
150	601900		INFORMATION TECHNOLOGY	STATE RETIREMENT	3,922.74
150	602200		INFORMATION TECHNOLOGY	FICA TAXES	1,611.64
150	602600		INFORMATION TECHNOLOGY	HEALTH INSURANCE	4,519.14
213	600100		POLICE OPERATING	WAGES AND SALARIES	337,034.30
213	600100	COV19	POLICE OPERATING	WAGES AND SALARIES	405.61
213	600400		POLICE OPERATING	OVERTIME	30,915.43
213	601000		POLICE OPERATING	HOLIDAY PAY	3,119.59
213	601900		POLICE OPERATING	STATE RETIREMENT	64,566.00
213	601900	COV19	POLICE OPERATING	STATE RETIREMENT	70.58
213	602200		POLICE OPERATING	FICA TAXES	26,911.26
213	602200	COV19	POLICE OPERATING	FICA TAXES	30.80
213	602600		POLICE OPERATING	HEALTH INSURANCE	60,041.86
213	602600	COV19	POLICE OPERATING	HEALTH INSURANCE	68.48
290	600100		FIRE	WAGES AND SALARIES	270,679.27
290	600400		FIRE	OVERTIME	933.76
290	601900		FIRE	STATE RETIREMENT	47,260.69
290	602200		FIRE	FICA TAXES	19,530.44
290	602600		FIRE	HEALTH INSURANCE	49,901.37
313	600100		PUBLIC WORKS ADMIN	WAGES AND SALARIES	16,128.87
313	601900		PUBLIC WORKS ADMIN	STATE RETIREMENT	2,816.85

WARRANT 040920 PAY PERIOD 03/23/2020 to 04/05/2020 CHECK DATE 04/09/2020

YEAR 2020 PERIOD 7
EXPENDITURE ENTRIES
SHORT DESC 040920

GL EFF DATE 04/09/2020
REFERENCE 040920
REFERENCE2 1040920

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
313	602200		PUBLIC WORKS ADMIN	FICA TAXES	1,195.16
313	602600		PUBLIC WORKS ADMIN	HEALTH INSURANCE	1,576.52
315	600100		TRAFFIC CONTROL AND SAFETY	WAGES AND SALARIES	12,077.38
315	600400		TRAFFIC CONTROL AND SAFETY	OVERTIME	1,097.07
315	601900		TRAFFIC CONTROL AND SAFETY	STATE RETIREMENT	2,302.80
315	602200		TRAFFIC CONTROL AND SAFETY	FICA TAXES	977.79
315	602600		TRAFFIC CONTROL AND SAFETY	HEALTH INSURANCE	2,227.05
335	600100		MAINTENANCE GARAGE	WAGES AND SALARIES	15,825.96
335	601900		MAINTENANCE GARAGE	STATE RETIREMENT	2,758.93
335	602200		MAINTENANCE GARAGE	FICA TAXES	1,156.96
335	602600		MAINTENANCE GARAGE	HEALTH INSURANCE	2,475.11
325	600100		ENGINEERING	WAGES AND SALARIES	18,419.43
325	601900		ENGINEERING	STATE RETIREMENT	3,210.21
325	602200		ENGINEERING	FICA TAXES	1,360.77
325	602600		ENGINEERING	HEALTH INSURANCE	2,419.95
411	600100		LEISURE SERVICES	WAGES AND SALARIES	66,264.26
411	600100	41130	LEISURE SERVICES	WAGES AND SALARIES	855.59
411	600100	41136	LEISURE SERVICES	WAGES AND SALARIES	4,782.58
411	600100	41138	LEISURE SERVICES	WAGES AND SALARIES	7.69
411	600100	41140	LEISURE SERVICES	WAGES AND SALARIES	1,103.30
411	600100	41142	LEISURE SERVICES	WAGES AND SALARIES	339.33
411	600100	41143	LEISURE SERVICES	WAGES AND SALARIES	1,103.30
411	600100	41144	LEISURE SERVICES	WAGES AND SALARIES	1,085.00
411	600100	COV19	LEISURE SERVICES	WAGES AND SALARIES	553.39
411	600400		LEISURE SERVICES	OVERTIME	591.24
411	600400	41136	LEISURE SERVICES	OVERTIME	12.39
411	601900		LEISURE SERVICES	STATE RETIREMENT	11,638.10
411	601900	41130	LEISURE SERVICES	STATE RETIREMENT	148.87
411	601900	41136	LEISURE SERVICES	STATE RETIREMENT	834.32
411	601900	41138	LEISURE SERVICES	STATE RETIREMENT	1.34
411	601900	41140	LEISURE SERVICES	STATE RETIREMENT	191.97
411	601900	41142	LEISURE SERVICES	STATE RETIREMENT	59.04
411	601900	41143	LEISURE SERVICES	STATE RETIREMENT	191.97
411	601900	41144	LEISURE SERVICES	STATE RETIREMENT	188.79
411	601900	COV19	LEISURE SERVICES	STATE RETIREMENT	96.29
411	602200		LEISURE SERVICES	FICA TAXES	4,837.43
411	602200	41130	LEISURE SERVICES	FICA TAXES	61.58
411	602200	41136	LEISURE SERVICES	FICA TAXES	341.35
411	602200	41138	LEISURE SERVICES	FICA TAXES	.58
411	602200	41140	LEISURE SERVICES	FICA TAXES	70.82
411	602200	41142	LEISURE SERVICES	FICA TAXES	25.96
411	602200	41143	LEISURE SERVICES	FICA TAXES	73.91
411	602200	41144	LEISURE SERVICES	FICA TAXES	82.82
411	602200	COV19	LEISURE SERVICES	FICA TAXES	41.06
411	602600		LEISURE SERVICES	HEALTH INSURANCE	14,122.35
411	602600	41130	LEISURE SERVICES	HEALTH INSURANCE	220.99
411	602600	41136	LEISURE SERVICES	HEALTH INSURANCE	998.44
411	602600	41138	LEISURE SERVICES	HEALTH INSURANCE	1.16

WARRANT 040920 PAY PERIOD 03/23/2020 to 04/05/2020 CHECK DATE 04/09/2020

YEAR 2020 PERIOD 7
EXPENDITURE ENTRIES
SHORT DESC 040920

GL EFF DATE 04/09/2020
REFERENCE 040920
REFERENCE2 1040920

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
411	602600	41140	LEISURE SERVICES	HEALTH INSURANCE	541.91
411	602600	41143	LEISURE SERVICES	HEALTH INSURANCE	436.11
411	602600	41144	LEISURE SERVICES	HEALTH INSURANCE	10.00
411	602600	COV19	LEISURE SERVICES	HEALTH INSURANCE	213.88
415	600100		BUILDING MAINTENANCE	WAGES AND SALARIES	1,106.98
415	600400		BUILDING MAINTENANCE	OVERTIME	5.91
415	601900		BUILDING MAINTENANCE	STATE RETIREMENT	193.65
415	602200		BUILDING MAINTENANCE	FICA TAXES	82.44
415	602600		BUILDING MAINTENANCE	HEALTH INSURANCE	154.21
611	600100		PLANNING AND ZONING	WAGES AND SALARIES	40,475.27
611	600100	COV19	PLANNING AND ZONING	WAGES AND SALARIES	69.29
611	601900		PLANNING AND ZONING	STATE RETIREMENT	7,042.69
611	601900	COV19	PLANNING AND ZONING	STATE RETIREMENT	12.06
611	602200		PLANNING AND ZONING	FICA TAXES	2,918.33
611	602200	COV19	PLANNING AND ZONING	FICA TAXES	5.27
611	602600		PLANNING AND ZONING	HEALTH INSURANCE	7,806.27
611	602600	COV19	PLANNING AND ZONING	HEALTH INSURANCE	1.42
621	600100		ECONOMIC DEVELOPMENT	WAGES AND SALARIES	6,159.62
621	601900		ECONOMIC DEVELOPMENT	STATE RETIREMENT	1,071.77
621	602200		ECONOMIC DEVELOPMENT	FICA TAXES	456.47
621	602600		ECONOMIC DEVELOPMENT	HEALTH INSURANCE	700.73
				FUND TOTALS	1,373,878.10
511	600100	05600	COMMUNITY DEVELOPMENT	WAGES AND SALARIES	2,913.20
511	601900	05600	COMMUNITY DEVELOPMENT	STATE RETIREMENT	506.90
511	602200	05600	COMMUNITY DEVELOPMENT	FICA TAXES	214.10
511	602600	05600	COMMUNITY DEVELOPMENT	HEALTH INSURANCE	314.82
515	600100	74500	HOME CONSORTIUM-GULFPORT	WAGES AND SALARIES	1,823.11
515	601900	74500	HOME CONSORTIUM-GULFPORT	STATE RETIREMENT	317.22
515	602200	74500	HOME CONSORTIUM-GULFPORT	FICA TAXES	111.96
515	602600	74500	HOME CONSORTIUM-GULFPORT	HEALTH INSURANCE	583.26
				FUND TOTALS	6,784.57
811	600100		UTILITY BILLING	WAGES AND SALARIES	20,270.45
811	600400		UTILITY BILLING	OVERTIME	121.18
811	601900		UTILITY BILLING	STATE RETIREMENT	3,548.14
811	602200		UTILITY BILLING	FICA TAXES	1,483.33
811	602600		UTILITY BILLING	HEALTH INSURANCE	4,038.24
825	600100		SEWER OPERATIONS	WAGES AND SALARIES	1,540.27
825	601900		SEWER OPERATIONS	STATE RETIREMENT	268.01
825	602200		SEWER OPERATIONS	FICA TAXES	114.94
825	602600		SEWER OPERATIONS	HEALTH INSURANCE	298.90
				FUND TOTALS	31,683.46
445	600100		JOSEPH T JONES	WAGES AND SALARIES	8,343.61

WARRANT 040920 PAY PERIOD 03/23/2020 to 04/05/2020 CHECK DATE 04/09/2020

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EXPENDITURE ENTRIES
SHORT DESC 040920

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REFERENCE 040920
REFERENCE2 1040920

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
445	600400		JOSEPH T JONES	OVERTIME	450.59
445	601900		JOSEPH T JONES	STATE RETIREMENT	1,530.18
445	602200		JOSEPH T JONES	FICA TAXES	647.93
445	602600		JOSEPH T JONES	HEALTH INSURANCE	1,038.49
				FUND TOTALS	12,010.80
				GRAND TOTALS	1,424,356.93

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YEAR PER JNL SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T OB	DEBIT	CREDIT
2020 7 70420									
PRJ 001-100351						PAYROLL CLEARING		754,165.15	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 001-213700						WITHHOLDING-FEDERAL			65,815.04
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 001-213700						WITHHOLDING-FEDERAL		65,815.04	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 001-100351						PAYROLL CLEARING			1,640,064.83
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 001-213900						WITHHOLDING-STATE			25,821.96
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 001-214100						WITHHOLDING-RETIREMENT			264,651.44
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 001-214300						WITHHOLDING-HEALTH INSURANCE			220,254.82
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 001-214350						WITHHOLDING-VISION 100%EE PAID			2,624.22
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 001-214400						WITHHOLDING-FLEX SPENDING ACCT			3,418.13
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 001-214700						WITHHOLDING-GARNISHMENTS			6,470.09
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 001-214700						WITHHOLDING-GARNISHMENTS		4,571.02	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 001-214900						WITHHOLDING-DEFERRED COMP			7,885.50
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 001-215900						WITHHOLDING-POLICE BENEVOLENT			751.75
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 001-216100						WITHHOLDING-COLONIAL LIFE			89.19
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 001-216150						WITHHOLDING-LINCOLN NATL LIFE			5,644.14
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 001-216300						WITHHOLDING-AFLAC			4,752.43
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 001-216300						WITHHOLDING-AFLAC		192.50	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 001-216400						WITHHOLDING-UNUM			819.70
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 001-216500						WITHHOLDING-PREPAID LEGAL			37.40
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 001-216700						ACCRUED AND WITHHELD FICA			145,129.34
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 001-216700						ACCRUED AND WITHHELD FICA		145,129.34	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 111-600100						WAGES AND SALARIES		7,752.93	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 111-601900						STATE RETIREMENT		1,349.00	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 111-602200						FICA TAXES		562.62	

YEAR PER SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY				
PRJ 111-602600						HEALTH INSURANCE			1,277.34	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY				
PRJ 115-600100						WAGES AND SALARIES			7,950.87	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY				
PRJ 115-601900						STATE RETIREMENT			1,383.47	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY				
PRJ 115-602200						FICA TAXES			505.47	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY				
PRJ 115-602600						HEALTH INSURANCE			3,792.60	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY				
PRJ 125-600100						WAGES AND SALARIES			29,925.22	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY				
PRJ 125-601900						STATE RETIREMENT			5,206.97	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY				
PRJ 125-602200						FICA TAXES			2,145.93	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY				
PRJ 125-602600						HEALTH INSURANCE			5,692.54	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY				
PRJ 135-600100						WAGES AND SALARIES			24,388.75	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY				
PRJ 135-601900						STATE RETIREMENT			4,243.64	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY				
PRJ 135-602200						FICA TAXES			1,798.74	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY				
PRJ 135-602600						HEALTH INSURANCE			3,094.30	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY				
PRJ 135-600100-COV19						WAGES AND SALARIES			600.91	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY				
PRJ 135-601900-COV19						STATE RETIREMENT			104.56	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY				
PRJ 135-602200-COV19						FICA TAXES			45.47	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY				
PRJ 135-602600-COV19						HEALTH INSURANCE			172.49	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY				
PRJ 145-600100						WAGES AND SALARIES			43,353.80	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY				
PRJ 145-600400						OVERTIME			66.35	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY				
PRJ 145-601900						STATE RETIREMENT			7,450.70	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY				
PRJ 145-602200						FICA TAXES			3,161.34	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY				
PRJ 145-602600						HEALTH INSURANCE			5,366.39	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY				
PRJ 150-600100						WAGES AND SALARIES			22,467.15	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY				
PRJ 150-600400						OVERTIME			77.29	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY				

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PRJ 150-601900						STATE RETIREMENT		3,922.74	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 150-602200						FICA TAXES		1,611.64	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 150-602600						HEALTH INSURANCE		4,519.14	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 213-600100						WAGES AND SALARIES		337,034.30	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 213-600400						OVERTIME		30,915.43	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 213-601000						HOLIDAY PAY		3,119.59	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 213-601900						STATE RETIREMENT		64,566.00	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 213-602200						FICA TAXES		26,911.26	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 213-602600						HEALTH INSURANCE		60,041.86	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 213-600100-COV19						WAGES AND SALARIES		405.61	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 213-601900-COV19						STATE RETIREMENT		70.58	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 213-602200-COV19						FICA TAXES		30.80	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 213-602600-COV19						HEALTH INSURANCE		68.48	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 290-600100						WAGES AND SALARIES		270,679.27	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 290-600400						OVERTIME		933.76	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 290-601900						STATE RETIREMENT		47,260.69	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 290-602200						FICA TAXES		19,530.44	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 290-602600						HEALTH INSURANCE		49,901.37	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 313-600100						WAGES AND SALARIES		16,128.87	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 313-601900						STATE RETIREMENT		2,816.85	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 313-602200						FICA TAXES		1,195.16	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 313-602600						HEALTH INSURANCE		1,576.52	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 315-600100						WAGES AND SALARIES		12,077.38	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 315-600400						OVERTIME		1,097.07	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 315-601900						STATE RETIREMENT		2,302.80	

YEAR PER SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T OB	DEBIT	CREDIT
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 315-602200						FICA TAXES		977.79	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 315-602600						HEALTH INSURANCE		2,227.05	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 335-600100						WAGES AND SALARIES		15,825.96	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 335-601900						STATE RETIREMENT		2,758.93	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 335-602200						FICA TAXES		1,156.96	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 335-602600						HEALTH INSURANCE		2,475.11	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 325-600100						WAGES AND SALARIES		18,419.43	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 325-601900						STATE RETIREMENT		3,210.21	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 325-602200						FICA TAXES		1,360.77	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 325-602600						HEALTH INSURANCE		2,419.95	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 411-600100						WAGES AND SALARIES		66,264.26	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 411-600100-41130						WAGES AND SALARIES		855.59	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 411-600100-41136						WAGES AND SALARIES		4,782.58	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 411-600100-41138						WAGES AND SALARIES		7.69	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 411-600100-41140						WAGES AND SALARIES		1,103.30	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 411-600100-41142						WAGES AND SALARIES		339.33	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 411-600100-41143						WAGES AND SALARIES		1,103.30	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 411-600100-41144						WAGES AND SALARIES		1,085.00	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 411-600100-COV19						WAGES AND SALARIES		553.39	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 411-600400						OVERTIME		591.24	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 411-600400-41136						OVERTIME		12.39	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 411-601900						STATE RETIREMENT		11,638.10	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 411-601900-41130						STATE RETIREMENT		148.87	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 411-601900-41136						STATE RETIREMENT		834.32	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			

YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T OB	DEBIT	CREDIT
PRJ 411-601900-41138						STATE RETIREMENT		1.34	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 411-601900-41140						STATE RETIREMENT		191.97	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 411-601900-41142						STATE RETIREMENT		59.04	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 411-601900-41143						STATE RETIREMENT		191.97	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 411-601900-41144						STATE RETIREMENT		188.79	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 411-601900-COV19						STATE RETIREMENT		96.29	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 411-602200						FICA TAXES		4,837.43	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 411-602200-41130						FICA TAXES		61.58	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 411-602200-41136						FICA TAXES		341.35	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 411-602200-41138						FICA TAXES		.58	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 411-602200-41140						FICA TAXES		70.82	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 411-602200-41142						FICA TAXES		25.96	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 411-602200-41143						FICA TAXES		73.91	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 411-602200-41144						FICA TAXES		82.82	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 411-602200-COV19						FICA TAXES		41.06	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 411-602600						HEALTH INSURANCE		14,122.35	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 411-602600-41130						HEALTH INSURANCE		220.99	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 411-602600-41136						HEALTH INSURANCE		998.44	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 411-602600-41138						HEALTH INSURANCE		1.16	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 411-602600-41140						HEALTH INSURANCE		541.91	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 411-602600-41143						HEALTH INSURANCE		436.11	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 411-602600-41144						HEALTH INSURANCE		10.00	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 411-602600-COV19						HEALTH INSURANCE		213.88	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 415-600100						WAGES AND SALARIES		1,106.98	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 415-600400						OVERTIME		5.91	

YEAR PER SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T OB	DEBIT	CREDIT
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 415-601900						STATE RETIREMENT		193.65	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 415-602200						FICA TAXES		82.44	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 415-602600						HEALTH INSURANCE		154.21	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 611-600100						WAGES AND SALARIES		40,475.27	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 611-601900						STATE RETIREMENT		7,042.69	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 611-602200						FICA TAXES		2,918.33	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 611-602600						HEALTH INSURANCE		7,806.27	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 611-600100-COV19						WAGES AND SALARIES		69.29	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 611-601900-COV19						STATE RETIREMENT		12.06	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 611-602200-COV19						FICA TAXES		5.27	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 611-602600-COV19						HEALTH INSURANCE		1.42	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 621-600100						WAGES AND SALARIES		6,159.62	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 621-601900						STATE RETIREMENT		1,071.77	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 621-602200						FICA TAXES		456.47	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 621-602600						HEALTH INSURANCE		700.73	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 511-600100-05600						WAGES AND SALARIES		2,913.20	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 511-601900-05600						STATE RETIREMENT		506.90	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 511-602200-05600						FICA TAXES		214.10	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 511-602600-05600						HEALTH INSURANCE		314.82	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 515-600100-74500						WAGES AND SALARIES		1,823.11	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 515-601900-74500						STATE RETIREMENT		317.22	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 515-602200-74500						FICA TAXES		111.96	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 515-602600-74500						HEALTH INSURANCE		583.26	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 811-600100						WAGES AND SALARIES		20,270.45	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			

YEAR PER JNL SRC ACCOUNT EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T OB	DEBIT	CREDIT
PRJ 811-600400					OVERTIME		121.18	
04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 811-601900					STATE RETIREMENT		3,548.14	
04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 811-602200					FICA TAXES		1,483.33	
04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 811-602600					HEALTH INSURANCE		4,038.24	
04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 825-600100					WAGES AND SALARIES		1,540.27	
04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 825-601900					STATE RETIREMENT		268.01	
04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 825-602200					FICA TAXES		114.94	
04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 825-602600					HEALTH INSURANCE		298.90	
04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 445-600100					WAGES AND SALARIES		8,343.61	
04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 445-600400					OVERTIME		450.59	
04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 445-601900					STATE RETIREMENT		1,530.18	
04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 445-602200					FICA TAXES		647.93	
04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
PRJ 445-602600					HEALTH INSURANCE		1,038.49	
04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY			
					GENERAL LEDGER TOTAL		2,394,229.98	2,394,229.98
PRJ 001-200100					EQTY IN PLD CASH-GENERAL		1,373,878.10	
04/09/2020								
PRJ 010-110100					EQUITY IN POOLED CASH			1,373,878.10
04/09/2020								
PRJ 001-201900					EQTY IN PLD CASH-CDBG		6,784.57	
04/09/2020								
PRJ 200-110100					EQUITY IN POOLED CASH			6,784.57
04/09/2020								
PRJ 001-203700					EQTY IN PLD CASH-WATER\SEWER		31,683.46	
04/09/2020								
PRJ 400-110100					EQUITY IN POOLED CASH			31,683.46
04/09/2020								
PRJ 001-204300					EQTY IN PLD CASH-J T JONES		12,010.80	
04/09/2020								
PRJ 420-110100					EQUITY IN POOLED CASH			12,010.80
04/09/2020								
					SYSTEM GENERATED ENTRIES TOTAL		1,424,356.93	1,424,356.93

YEAR PER JNL SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
						JOURNAL 2020/07/70420	TOTAL		3,818,586.91	3,818,586.91
2020 7 70420										
PRJ 010-311300						EXPENDITURE CONTROL			1,373,878.10	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY				
PRJ 200-311300						EXPENDITURE CONTROL			6,784.57	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY				
PRJ 400-311300						EXPENDITURE CONTROL			31,683.46	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY				
PRJ 420-311300						EXPENDITURE CONTROL			12,010.80	
	04/09/2020	040920	040920	1040920	1040920	WARRANT=040920 RUN=1 BIWEEKLY				

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 POOLED CASH	2020	7	70420	04/09/2020			
001-100351					PAYROLL CLEARING	754,165.15	
001-100351					PAYROLL CLEARING		1,640,064.83
001-200100					EQTY IN PLD CASH-GENERAL	1,373,878.10	
001-201900					EQTY IN PLD CASH-CDBG	6,784.57	
001-203700					EQTY IN PLD CASH-WATER\SEWER	31,683.46	
001-204300					EQTY IN PLD CASH-J T JONES	12,010.80	
001-213700					WITHHOLDING-FEDERAL	65,815.04	
001-213700					WITHHOLDING-FEDERAL		65,815.04
001-213900					WITHHOLDING-STATE		25,821.96
001-214100					WITHHOLDING-RETIREMENT		264,651.44
001-214300					WITHHOLDING-HEALTH INSURANCE		220,254.82
001-214350					WITHHOLDING-VISION 100%EE PAID		2,624.22
001-214400					WITHHOLDING-FLEX SPENDING ACCT		3,418.13
001-214700					WITHHOLDING-GARNISHMENTS	4,571.02	
001-214700					WITHHOLDING-GARNISHMENTS		6,470.09
001-214900					WITHHOLDING-DEFERRED COMP		7,885.50
001-215900					WITHHOLDING-POLICE BENEVOLENT		751.75
001-216100					WITHHOLDING-COLONIAL LIFE		89.19
001-216150					WITHHOLDING-LINCOLN NATL LIFE		5,644.14
001-216300					WITHHOLDING-AFLAC	192.50	
001-216300					WITHHOLDING-AFLAC		4,752.43
001-216400					WITHHOLDING-UNUM		819.70
001-216500					WITHHOLDING-PREPAID LEGAL		37.40
001-216700					ACCRUED AND WITHHELD FICA	145,129.34	
001-216700					ACCRUED AND WITHHELD FICA		145,129.34
					FUND TOTAL	2,394,229.98	2,394,229.98
010 GENERAL FUND	2020	7	70420	04/09/2020			
010-110100					EQUITY IN POOLED CASH		1,373,878.10
010-311300					EXPENDITURE CONTROL	1,373,878.10	
					FUND TOTAL	1,373,878.10	1,373,878.10
200 COMMUNITY DEVELOPMENT	2020	7	70420	04/09/2020			
200-110100					EQUITY IN POOLED CASH		6,784.57
200-311300					EXPENDITURE CONTROL	6,784.57	
					FUND TOTAL	6,784.57	6,784.57
400 WATER/SEWER UTILITY FUND	2020	7	70420	04/09/2020			
400-110100					EQUITY IN POOLED CASH		31,683.46
400-311300					EXPENDITURE CONTROL	31,683.46	
					FUND TOTAL	31,683.46	31,683.46
420 JOSEPH T JONES	2020	7	70420	04/09/2020			
420-110100					EQUITY IN POOLED CASH		12,010.80

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
420-311300				EXPENDITURE CONTROL	12,010.80	
				FUND TOTAL	12,010.80	12,010.80

FUND		DUE TO	DUE FROM
001	POOLED CASH	1,424,356.93	
010	GENERAL FUND		1,373,878.10
200	COMMUNITY DEVELOPMENT		6,784.57
400	WATER/SEWER UTILITY FUND		31,683.46
420	JOSEPH T JONES		12,010.80
	TOTAL	1,424,356.93	1,424,356.93

** END OF REPORT - Generated by Shelia Casey **

WARRANT 0409OT PAY PERIOD 03/23/2020 to 04/05/2020 CHECK DATE 04/09/2020

YEAR 2020 PERIOD 7
EXPENDITURE ENTRIES
SHORT DESC 0409OT

GL EFF DATE 04/09/2020
REFERENCE 0409OT
REFERENCE2 10409OT

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
YEAR 2020	PERIOD 7			GL EFF DATE 04/09/2020	
290	600100		FIRE	WAGES AND SALARIES	-3,859.54
290	600400		FIRE	OVERTIME	42,033.19
290	601000		FIRE	HOLIDAY PAY	3,859.54
290	601900		FIRE	STATE RETIREMENT	7,313.85
290	602200		FIRE	FICA TAXES	3,215.61
				FUND TOTALS	52,562.65
				GRAND TOTALS	52,562.65

CLERK: scasey

YEAR PER JNL SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T OB	DEBIT	CREDIT
2020 7 70453									
PRJ 001-100351						PAYROLL CLEARING		22,934.07	
	04/09/2020	0409OT	0409OT	10409OT	10409OT	WARRANT=0409OT RUN=1 BIWEEKLY			
PRJ 001-213700						WITHHOLDING-FEDERAL			1,054.14
	04/09/2020	0409OT	0409OT	10409OT	10409OT	WARRANT=0409OT RUN=1 BIWEEKLY			
PRJ 001-213700						WITHHOLDING-FEDERAL		1,054.14	
	04/09/2020	0409OT	0409OT	10409OT	10409OT	WARRANT=0409OT RUN=1 BIWEEKLY			
PRJ 001-100351						PAYROLL CLEARING			63,907.55
	04/09/2020	0409OT	0409OT	10409OT	10409OT	WARRANT=0409OT RUN=1 BIWEEKLY			
PRJ 001-213900						WITHHOLDING-STATE			439.36
	04/09/2020	0409OT	0409OT	10409OT	10409OT	WARRANT=0409OT RUN=1 BIWEEKLY			
PRJ 001-214100						WITHHOLDING-RETIREMENT			11,096.85
	04/09/2020	0409OT	0409OT	10409OT	10409OT	WARRANT=0409OT RUN=1 BIWEEKLY			
PRJ 001-214700						WITHHOLDING-GARNISHMENTS			52.96
	04/09/2020	0409OT	0409OT	10409OT	10409OT	WARRANT=0409OT RUN=1 BIWEEKLY			
PRJ 001-216700						ACCRUED AND WITHHELD FICA			6,431.22
	04/09/2020	0409OT	0409OT	10409OT	10409OT	WARRANT=0409OT RUN=1 BIWEEKLY			
PRJ 001-216700						ACCRUED AND WITHHELD FICA		6,431.22	
	04/09/2020	0409OT	0409OT	10409OT	10409OT	WARRANT=0409OT RUN=1 BIWEEKLY			
PRJ 290-600100						WAGES AND SALARIES			3,859.54
	04/09/2020	0409OT	0409OT	10409OT	10409OT	WARRANT=0409OT RUN=1 BIWEEKLY			
PRJ 290-600400						OVERTIME		42,033.19	
	04/09/2020	0409OT	0409OT	10409OT	10409OT	WARRANT=0409OT RUN=1 BIWEEKLY			
PRJ 290-601000						HOLIDAY PAY		3,859.54	
	04/09/2020	0409OT	0409OT	10409OT	10409OT	WARRANT=0409OT RUN=1 BIWEEKLY			
PRJ 290-601900						STATE RETIREMENT		7,313.85	
	04/09/2020	0409OT	0409OT	10409OT	10409OT	WARRANT=0409OT RUN=1 BIWEEKLY			
PRJ 290-602200						FICA TAXES		3,215.61	
	04/09/2020	0409OT	0409OT	10409OT	10409OT	WARRANT=0409OT RUN=1 BIWEEKLY			
						GENERAL LEDGER TOTAL		86,841.62	86,841.62
PRJ 001-200100						EQTY IN PLD CASH-GENERAL		52,562.65	
	04/09/2020								
PRJ 010-110100						EQUITY IN POOLED CASH			52,562.65
	04/09/2020								
						SYSTEM GENERATED ENTRIES TOTAL		52,562.65	52,562.65
						JOURNAL 2020/07/70453 TOTAL		139,404.27	139,404.27
2020 7 70453									
PRJ 010-311300						EXPENDITURE CONTROL		52,562.65	
	04/09/2020	0409OT	0409OT	10409OT	10409OT	WARRANT=0409OT RUN=1 BIWEEKLY			

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 POOLED CASH	2020	7	70453	04/09/2020			
001-100351					PAYROLL CLEARING	22,934.07	
001-100351					PAYROLL CLEARING		63,907.55
001-200100					EQTY IN PLD CASH-GENERAL	52,562.65	
001-213700					WITHHOLDING-FEDERAL	1,054.14	
001-213700					WITHHOLDING-FEDERAL		1,054.14
001-213900					WITHHOLDING-STATE		439.36
001-214100					WITHHOLDING-RETIREMENT		11,096.85
001-214700					WITHHOLDING-GARNISHMENTS		52.96
001-216700					ACCRUED AND WITHHELD FICA	6,431.22	
001-216700					ACCRUED AND WITHHELD FICA		6,431.22
					FUND TOTAL	82,982.08	82,982.08
010 GENERAL FUND	2020	7	70453	04/09/2020			
010-110100					EQUITY IN POOLED CASH		52,562.65
010-311300					EXPENDITURE CONTROL	52,562.65	
					FUND TOTAL	52,562.65	52,562.65

FUND		DUE TO	DUE FROM
001	POOLED CASH	52,562.65	
010	GENERAL FUND		52,562.65
	TOTAL	52,562.65	52,562.65

** END OF REPORT - Generated by Shelia Casey **

WARRANT 042320 PAY PERIOD 04/06/2020 to 04/19/2020 CHECK DATE 04/23/2020

YEAR 2020 PERIOD 7
EXPENDITURE ENTRIES
SHORT DESC 042320

GL EFF DATE 04/23/2020
REFERENCE 042320
REFERENCE2 1042320

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
YEAR 2020	PERIOD 7			GL EFF DATE 04/23/2020	
111	600100		EXECUTIVE	WAGES AND SALARIES	7,752.93
111	601900		EXECUTIVE	STATE RETIREMENT	1,349.00
111	602200		EXECUTIVE	FICA TAXES	562.70
111	602600		EXECUTIVE	HEALTH INSURANCE	1,277.34
115	600100		LEGISLATIVE	WAGES AND SALARIES	7,950.87
115	601900		LEGISLATIVE	STATE RETIREMENT	1,383.47
115	602200		LEGISLATIVE	FICA TAXES	505.54
115	602600		LEGISLATIVE	HEALTH INSURANCE	3,792.60
125	600100		JUDICIAL	WAGES AND SALARIES	28,237.16
125	600100	COV19	JUDICIAL	WAGES AND SALARIES	483.90
125	600400		JUDICIAL	OVERTIME	12.99
125	601900		JUDICIAL	STATE RETIREMENT	4,915.50
125	601900	COV19	JUDICIAL	STATE RETIREMENT	84.20
125	602200		JUDICIAL	FICA TAXES	2,019.79
125	602200	COV19	JUDICIAL	FICA TAXES	6.81
125	602600		JUDICIAL	HEALTH INSURANCE	5,497.68
125	602600	COV19	JUDICIAL	HEALTH INSURANCE	9.89
135	600100		LEGAL	WAGES AND SALARIES	24,601.71
135	600100	COV19	LEGAL	WAGES AND SALARIES	1,210.92
135	601900		LEGAL	STATE RETIREMENT	4,280.70
135	601900	COV19	LEGAL	STATE RETIREMENT	210.70
135	602200		LEGAL	FICA TAXES	1,814.98
135	602200	COV19	LEGAL	FICA TAXES	-20.19
135	602600		LEGAL	HEALTH INSURANCE	3,083.94
135	602600	COV19	LEGAL	HEALTH INSURANCE	182.85
145	600100		GENERAL ADMINISTRATION	WAGES AND SALARIES	35,839.02
145	600400		GENERAL ADMINISTRATION	OVERTIME	-66.35
145	601000		GENERAL ADMINISTRATION	HOLIDAY PAY	52.57
145	601900		GENERAL ADMINISTRATION	STATE RETIREMENT	6,129.18
145	602200		GENERAL ADMINISTRATION	FICA TAXES	2,601.11
145	602600		GENERAL ADMINISTRATION	HEALTH INSURANCE	5,021.71
150	600100		INFORMATION TECHNOLOGY	WAGES AND SALARIES	22,467.13
150	600400		INFORMATION TECHNOLOGY	OVERTIME	146.69
150	601900		INFORMATION TECHNOLOGY	STATE RETIREMENT	3,934.80
150	602200		INFORMATION TECHNOLOGY	FICA TAXES	1,617.04
150	602600		INFORMATION TECHNOLOGY	HEALTH INSURANCE	4,519.14
213	600100		POLICE OPERATING	WAGES AND SALARIES	334,803.23
213	600100	COV19	POLICE OPERATING	WAGES AND SALARIES	3,616.93
213	600400		POLICE OPERATING	OVERTIME	26,382.44
213	601000		POLICE OPERATING	HOLIDAY PAY	12,072.03
213	601900		POLICE OPERATING	STATE RETIREMENT	64,946.79
213	601900	COV19	POLICE OPERATING	STATE RETIREMENT	629.33
213	602200		POLICE OPERATING	FICA TAXES	27,090.20
213	602200	COV19	POLICE OPERATING	FICA TAXES	24.55
213	602600		POLICE OPERATING	HEALTH INSURANCE	59,330.74
213	602600	COV19	POLICE OPERATING	HEALTH INSURANCE	540.21
290	600100		FIRE	WAGES AND SALARIES	256,553.04

WARRANT 042320 PAY PERIOD 04/06/2020 to 04/19/2020 CHECK DATE 04/23/2020

YEAR 2020 PERIOD 7
EXPENDITURE ENTRIES
SHORT DESC 042320

GL EFF DATE 04/23/2020
REFERENCE 042320
REFERENCE2 1042320

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
290	600400		FIRE	OVERTIME	1,081.97
290	601000		FIRE	HOLIDAY PAY	269.36
290	601900		FIRE	STATE RETIREMENT	44,875.44
290	602200		FIRE	FICA TAXES	18,468.33
290	602600		FIRE	HEALTH INSURANCE	49,716.40
313	600100		PUBLIC WORKS ADMIN	WAGES AND SALARIES	15,797.77
313	600100	COV19	PUBLIC WORKS ADMIN	WAGES AND SALARIES	331.13
313	601900		PUBLIC WORKS ADMIN	STATE RETIREMENT	2,759.24
313	601900	COV19	PUBLIC WORKS ADMIN	STATE RETIREMENT	57.62
313	602200		PUBLIC WORKS ADMIN	FICA TAXES	1,169.93
313	602200	COV19	PUBLIC WORKS ADMIN	FICA TAXES	4.74
313	602600		PUBLIC WORKS ADMIN	HEALTH INSURANCE	1,573.57
313	602600	COV19	PUBLIC WORKS ADMIN	HEALTH INSURANCE	2.95
315	600100		TRAFFIC CONTROL AND SAFETY	WAGES AND SALARIES	10,975.36
315	600100	COV19	TRAFFIC CONTROL AND SAFETY	WAGES AND SALARIES	1,102.05
315	600400		TRAFFIC CONTROL AND SAFETY	OVERTIME	668.66
315	601900		TRAFFIC CONTROL AND SAFETY	STATE RETIREMENT	2,036.51
315	601900	COV19	TRAFFIC CONTROL AND SAFETY	STATE RETIREMENT	191.76
315	602200		TRAFFIC CONTROL AND SAFETY	FICA TAXES	861.93
315	602200	COV19	TRAFFIC CONTROL AND SAFETY	FICA TAXES	14.72
315	602600		TRAFFIC CONTROL AND SAFETY	HEALTH INSURANCE	1,845.81
315	602600	COV19	TRAFFIC CONTROL AND SAFETY	HEALTH INSURANCE	381.24
335	600100		MAINTENANCE GARAGE	WAGES AND SALARIES	15,337.51
335	600100	COV19	MAINTENANCE GARAGE	WAGES AND SALARIES	461.92
335	601900		MAINTENANCE GARAGE	STATE RETIREMENT	2,673.95
335	601900	COV19	MAINTENANCE GARAGE	STATE RETIREMENT	80.37
335	602200		MAINTENANCE GARAGE	FICA TAXES	1,120.42
335	602200	COV19	MAINTENANCE GARAGE	FICA TAXES	5.84
335	602600		MAINTENANCE GARAGE	HEALTH INSURANCE	2,291.60
335	602600	COV19	MAINTENANCE GARAGE	HEALTH INSURANCE	183.51
325	600100		ENGINEERING	WAGES AND SALARIES	19,953.45
325	601900		ENGINEERING	STATE RETIREMENT	3,477.15
325	602200		ENGINEERING	FICA TAXES	1,476.46
325	602600		ENGINEERING	HEALTH INSURANCE	2,604.92
411	600100		LEISURE SERVICES	WAGES AND SALARIES	65,172.10
411	600100	41130	LEISURE SERVICES	WAGES AND SALARIES	671.10
411	600100	41136	LEISURE SERVICES	WAGES AND SALARIES	4,774.34
411	600100	41138	LEISURE SERVICES	WAGES AND SALARIES	121.78
411	600100	41140	LEISURE SERVICES	WAGES AND SALARIES	1,103.30
411	600100	41143	LEISURE SERVICES	WAGES AND SALARIES	1,103.30
411	600100	41144	LEISURE SERVICES	WAGES AND SALARIES	1,085.00
411	600100	COV19	LEISURE SERVICES	WAGES AND SALARIES	1,225.38
411	600400		LEISURE SERVICES	OVERTIME	256.44
411	600400	41136	LEISURE SERVICES	OVERTIME	7.81
411	601900		LEISURE SERVICES	STATE RETIREMENT	11,389.80
411	601900	41130	LEISURE SERVICES	STATE RETIREMENT	116.77
411	601900	41136	LEISURE SERVICES	STATE RETIREMENT	832.10
411	601900	41138	LEISURE SERVICES	STATE RETIREMENT	21.19

WARRANT 042320 PAY PERIOD 04/06/2020 to 04/19/2020 CHECK DATE 04/23/2020

YEAR 2020 PERIOD 7
EXPENDITURE ENTRIES
SHORT DESC 042320

GL EFF DATE 04/23/2020
REFERENCE 042320
REFERENCE2 1042320

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
411	601900	41140	LEISURE SERVICES	STATE RETIREMENT	191.97
411	601900	41143	LEISURE SERVICES	STATE RETIREMENT	191.97
411	601900	41144	LEISURE SERVICES	STATE RETIREMENT	188.79
411	601900	COV19	LEISURE SERVICES	STATE RETIREMENT	213.22
411	602200		LEISURE SERVICES	FICA TAXES	4,741.20
411	602200	41130	LEISURE SERVICES	FICA TAXES	48.29
411	602200	41136	LEISURE SERVICES	FICA TAXES	340.34
411	602200	41138	LEISURE SERVICES	FICA TAXES	9.16
411	602200	41140	LEISURE SERVICES	FICA TAXES	70.80
411	602200	41143	LEISURE SERVICES	FICA TAXES	73.90
411	602200	41144	LEISURE SERVICES	FICA TAXES	82.81
411	602200	COV19	LEISURE SERVICES	FICA TAXES	16.87
411	602600		LEISURE SERVICES	HEALTH INSURANCE	13,518.32
411	602600	41130	LEISURE SERVICES	HEALTH INSURANCE	173.33
411	602600	41136	LEISURE SERVICES	HEALTH INSURANCE	998.44
411	602600	41138	LEISURE SERVICES	HEALTH INSURANCE	18.38
411	602600	41140	LEISURE SERVICES	HEALTH INSURANCE	541.91
411	602600	41143	LEISURE SERVICES	HEALTH INSURANCE	436.11
411	602600	41144	LEISURE SERVICES	HEALTH INSURANCE	10.00
411	602600	COV19	LEISURE SERVICES	HEALTH INSURANCE	286.20
415	600100		BUILDING MAINTENANCE	WAGES AND SALARIES	2,122.65
415	600400		BUILDING MAINTENANCE	OVERTIME	26.99
415	601900		BUILDING MAINTENANCE	STATE RETIREMENT	374.04
415	602200		BUILDING MAINTENANCE	FICA TAXES	157.46
415	602600		BUILDING MAINTENANCE	HEALTH INSURANCE	422.40
611	600100		PLANNING AND ZONING	WAGES AND SALARIES	38,973.13
611	600100	COV19	PLANNING AND ZONING	WAGES AND SALARIES	1,699.93
611	601900		PLANNING AND ZONING	STATE RETIREMENT	6,781.31
611	601900	COV19	PLANNING AND ZONING	STATE RETIREMENT	295.80
611	602200		PLANNING AND ZONING	FICA TAXES	2,804.21
611	602200	COV19	PLANNING AND ZONING	FICA TAXES	19.68
611	602600		PLANNING AND ZONING	HEALTH INSURANCE	7,585.71
611	602600	COV19	PLANNING AND ZONING	HEALTH INSURANCE	221.98
621	600100		ECONOMIC DEVELOPMENT	WAGES AND SALARIES	5,893.31
621	601900		ECONOMIC DEVELOPMENT	STATE RETIREMENT	1,025.44
621	602200		ECONOMIC DEVELOPMENT	FICA TAXES	436.09
621	602600		ECONOMIC DEVELOPMENT	HEALTH INSURANCE	700.73
				FUND TOTALS	1,352,886.38
511	600100	05600	COMMUNITY DEVELOPMENT	WAGES AND SALARIES	2,913.20
511	601900	05600	COMMUNITY DEVELOPMENT	STATE RETIREMENT	506.90
511	602200	05600	COMMUNITY DEVELOPMENT	FICA TAXES	214.06
511	602600	05600	COMMUNITY DEVELOPMENT	HEALTH INSURANCE	314.82
515	600100	74500	HOME CONSORTIUM-GULFPORT	WAGES AND SALARIES	1,823.11
515	601900	74500	HOME CONSORTIUM-GULFPORT	STATE RETIREMENT	317.22
515	602200	74500	HOME CONSORTIUM-GULFPORT	FICA TAXES	111.97
515	602600	74500	HOME CONSORTIUM-GULFPORT	HEALTH INSURANCE	583.26

WARRANT 042320 PAY PERIOD 04/06/2020 to 04/19/2020 CHECK DATE 04/23/2020

YEAR 2020 PERIOD 7
EXPENDITURE ENTRIES
SHORT DESC 042320

GL EFF DATE 04/23/2020
REFERENCE 042320
REFERENCE2 1042320

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
				FUND TOTALS	6,784.54
811	600100		UTILITY BILLING	WAGES AND SALARIES	21,359.36
811	600400		UTILITY BILLING	OVERTIME	90.03
811	601000		UTILITY BILLING	HOLIDAY PAY	9.51
811	601900		UTILITY BILLING	STATE RETIREMENT	3,733.84
811	602200		UTILITY BILLING	FICA TAXES	1,564.98
811	602600		UTILITY BILLING	HEALTH INSURANCE	4,038.24
825	600100		SEWER OPERATIONS	WAGES AND SALARIES	1,540.27
825	601900		SEWER OPERATIONS	STATE RETIREMENT	268.01
825	602200		SEWER OPERATIONS	FICA TAXES	114.94
825	602600		SEWER OPERATIONS	HEALTH INSURANCE	298.90
				FUND TOTALS	33,018.08
445	600100		JOSEPH T JONES	WAGES AND SALARIES	7,473.61
445	600100	COV19	JOSEPH T JONES	WAGES AND SALARIES	858.56
445	600400		JOSEPH T JONES	OVERTIME	1,094.29
445	601000		JOSEPH T JONES	HOLIDAY PAY	137.32
445	601900		JOSEPH T JONES	STATE RETIREMENT	1,514.70
445	601900	COV19	JOSEPH T JONES	STATE RETIREMENT	149.39
445	602200		JOSEPH T JONES	FICA TAXES	633.45
445	602200	COV19	JOSEPH T JONES	FICA TAXES	11.63
445	602600		JOSEPH T JONES	HEALTH INSURANCE	1,339.78
445	602600	COV19	JOSEPH T JONES	HEALTH INSURANCE	246.51
				FUND TOTALS	13,459.24
				GRAND TOTALS	1,406,148.24

WARRANT 042320 PAY PERIOD 04/06/2020 to 04/19/2020 CHECK DATE 04/23/2020

PAYROLL VENDOR INVOICES TO BE CREATED

VENDOR	REMIT	NAME	WITHOLDING ORG/OBJ/PROJ	AMOUNT
1282		GROUP HEALTH LIFE AND DISABILITY	001-214350-	5,249.89
			Total for vendor/remit: 1282/0	5,249.89

CLERK: scasey

YEAR PER JNL SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T OB	DEBIT	CREDIT
2020 7 71061									
PRJ 001-100351						PAYROLL CLEARING		746,030.61	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 001-213700						WITHHOLDING-FEDERAL			65,610.20
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 001-213700						WITHHOLDING-FEDERAL		65,610.20	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 001-100351						PAYROLL CLEARING			2,697,167.88
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 001-213900						WITHHOLDING-STATE			25,659.69
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 001-213900						WITHHOLDING-STATE		51,921.01	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 001-214100						WITHHOLDING-RETIREMENT			261,070.21
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 001-214100						WITHHOLDING-RETIREMENT		536,818.50	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 001-214300						WITHHOLDING-HEALTH INSURANCE			219,481.24
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 001-214300						WITHHOLDING-HEALTH INSURANCE		439,736.06	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 001-214350						WITHHOLDING-VISION 100%EE PAID			2,625.67
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 001-214400						WITHHOLDING-FLEX SPENDING ACCT			3,255.62
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 001-214400						WITHHOLDING-FLEX SPENDING ACCT		6,673.75	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 001-214700						WITHHOLDING-GARNISHMENTS			6,223.26
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 001-214700						WITHHOLDING-GARNISHMENTS		8,175.29	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 001-214900						WITHHOLDING-DEFERRED COMP			7,508.00
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 001-214900						WITHHOLDING-DEFERRED COMP		15,393.50	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 001-215900						WITHHOLDING-POLICE BENEVOLENT			751.75
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 001-215900						WITHHOLDING-POLICE BENEVOLENT		1,503.50	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 001-216100						WITHHOLDING-COLONIAL LIFE			89.19
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 001-216100						WITHHOLDING-COLONIAL LIFE		178.38	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 001-216150						WITHHOLDING-LINCOLN NATL LIFE			5,676.14
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 001-216150						WITHHOLDING-LINCOLN NATL LIFE		11,320.28	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 001-216300						WITHHOLDING-AFLAC			4,747.88

YEAR PER SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T OB	DEBIT	CREDIT
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 001-216300						WITHHOLDING-AFLAC		9,500.31	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 001-216400						WITHHOLDING-UNUM			819.70
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 001-216400						WITHHOLDING-UNUM		1,639.40	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 001-216500						WITHHOLDING-PREPAID LEGAL			37.40
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 001-216500						WITHHOLDING-PREPAID LEGAL		74.80	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 001-216700						ACCRUED AND WITHHELD FICA			142,341.60
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 001-216700						ACCRUED AND WITHHELD FICA		142,341.60	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 111-600100						WAGES AND SALARIES		7,752.93	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 111-601900						STATE RETIREMENT		1,349.00	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 111-602200						FICA TAXES		562.70	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 111-602600						HEALTH INSURANCE		1,277.34	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 115-600100						WAGES AND SALARIES		7,950.87	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 115-601900						STATE RETIREMENT		1,383.47	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 115-602200						FICA TAXES		505.54	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 115-602600						HEALTH INSURANCE		3,792.60	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 125-600100						WAGES AND SALARIES		28,237.16	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 125-600400						OVERTIME		12.99	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 125-601900						STATE RETIREMENT		4,915.50	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 125-602200						FICA TAXES		2,019.79	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 125-602600						HEALTH INSURANCE		5,497.68	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 125-600100-COV19						WAGES AND SALARIES		483.90	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 125-601900-COV19						STATE RETIREMENT		84.20	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 125-602200-COV19						FICA TAXES		6.81	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 125-602600-COV19						HEALTH INSURANCE		9.89	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			

YEAR PER JNL SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T OB	DEBIT	CREDIT
PRJ 135-600100						WAGES AND SALARIES		24,601.71	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 135-601900						STATE RETIREMENT		4,280.70	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 135-602200						FICA TAXES		1,814.98	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 135-602600						HEALTH INSURANCE		3,083.94	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 135-600100-COV19						WAGES AND SALARIES		1,210.92	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 135-601900-COV19						STATE RETIREMENT		210.70	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 135-602200-COV19						FICA TAXES			37.26
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 135-602200-COV19						FICA TAXES		17.07	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 135-602600-COV19						HEALTH INSURANCE		182.85	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 145-600100						WAGES AND SALARIES		35,839.02	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 145-600400						OVERTIME			66.35
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 145-601000						HOLIDAY PAY		52.57	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 145-601900						STATE RETIREMENT		6,129.18	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 145-602200						FICA TAXES		2,601.11	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 145-602600						HEALTH INSURANCE		5,021.71	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 150-600100						WAGES AND SALARIES		22,467.13	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 150-600400						OVERTIME		146.69	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 150-601900						STATE RETIREMENT		3,934.80	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 150-602200						FICA TAXES		1,617.04	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 150-602600						HEALTH INSURANCE		4,519.14	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 213-600100						WAGES AND SALARIES		334,803.23	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 213-600400						OVERTIME		26,382.44	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 213-601000						HOLIDAY PAY		12,072.03	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 213-601900						STATE RETIREMENT		64,946.79	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 213-602200						FICA TAXES		27,090.20	

YEAR PER JNL SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 213-602600						HEALTH INSURANCE			59,330.74	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 213-600100-COV19						WAGES AND SALARIES			3,616.93	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 213-601900-COV19						STATE RETIREMENT			629.33	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 213-602200-COV19						FICA TAXES				25.15
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 213-602200-COV19						FICA TAXES			49.70	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 213-602600-COV19						HEALTH INSURANCE			540.21	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 290-600100						WAGES AND SALARIES			256,553.04	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 290-600400						OVERTIME			1,081.97	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 290-601000						HOLIDAY PAY			269.36	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 290-601900						STATE RETIREMENT			44,875.44	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 290-602200						FICA TAXES			18,468.33	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 290-602600						HEALTH INSURANCE			49,716.40	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 313-600100						WAGES AND SALARIES			15,797.77	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 313-600100-COV19						WAGES AND SALARIES			331.13	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 313-601900						STATE RETIREMENT			2,759.24	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 313-601900-COV19						STATE RETIREMENT			57.62	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 313-602200						FICA TAXES			1,169.93	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 313-602200-COV19						FICA TAXES			4.74	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 313-602600						HEALTH INSURANCE			1,573.57	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 313-602600-COV19						HEALTH INSURANCE			2.95	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 315-600100						WAGES AND SALARIES			10,975.36	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 315-600100-COV19						WAGES AND SALARIES			1,102.05	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 315-600400						OVERTIME			668.66	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 315-601900						STATE RETIREMENT			2,036.51	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				

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PRJ 315-601900-COV19						STATE RETIREMENT			191.76	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 315-602200						FICA TAXES			861.93	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 315-602200-COV19						FICA TAXES			14.72	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 315-602600						HEALTH INSURANCE			1,845.81	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 315-602600-COV19						HEALTH INSURANCE			381.24	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 335-600100						WAGES AND SALARIES			15,337.51	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 335-600100-COV19						WAGES AND SALARIES			461.92	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 335-601900						STATE RETIREMENT			2,673.95	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 335-601900-COV19						STATE RETIREMENT			80.37	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 335-602200						FICA TAXES			1,120.42	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 335-602200-COV19						FICA TAXES			5.84	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 335-602600						HEALTH INSURANCE			2,291.60	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 335-602600-COV19						HEALTH INSURANCE			183.51	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 325-600100						WAGES AND SALARIES			19,953.45	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 325-601900						STATE RETIREMENT			3,477.15	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 325-602200						FICA TAXES			1,476.46	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 325-602600						HEALTH INSURANCE			2,604.92	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 411-600100						WAGES AND SALARIES			65,172.10	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 411-600100-41130						WAGES AND SALARIES			671.10	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 411-600100-41136						WAGES AND SALARIES			4,774.34	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 411-600100-41138						WAGES AND SALARIES			121.78	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 411-600100-41140						WAGES AND SALARIES			1,103.30	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 411-600100-41143						WAGES AND SALARIES			1,103.30	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 411-600100-41144						WAGES AND SALARIES			1,085.00	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 411-600100-COV19						WAGES AND SALARIES			1,225.38	

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	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 411-600400						OVERTIME		256.44	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 411-600400-41136						OVERTIME		7.81	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 411-601900						STATE RETIREMENT		11,389.80	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 411-601900-41130						STATE RETIREMENT		116.77	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 411-601900-41136						STATE RETIREMENT		832.10	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 411-601900-41138						STATE RETIREMENT		21.19	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 411-601900-41140						STATE RETIREMENT		191.97	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 411-601900-41143						STATE RETIREMENT		191.97	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 411-601900-41144						STATE RETIREMENT		188.79	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 411-601900-COV19						STATE RETIREMENT		213.22	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 411-602200						FICA TAXES		4,741.20	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 411-602200-41130						FICA TAXES		48.29	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 411-602200-41136						FICA TAXES		340.34	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 411-602200-41138						FICA TAXES		9.16	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 411-602200-41140						FICA TAXES		70.80	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 411-602200-41143						FICA TAXES		73.90	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 411-602200-41144						FICA TAXES		82.81	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 411-602200-COV19						FICA TAXES		16.87	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 411-602600						HEALTH INSURANCE		13,518.32	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 411-602600-41130						HEALTH INSURANCE		173.33	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 411-602600-41136						HEALTH INSURANCE		998.44	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 411-602600-41138						HEALTH INSURANCE		18.38	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 411-602600-41140						HEALTH INSURANCE		541.91	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 411-602600-41143						HEALTH INSURANCE		436.11	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			

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PRJ 411-602600-41144						HEALTH INSURANCE		10.00	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 411-602600-COV19						HEALTH INSURANCE		286.20	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 415-600100						WAGES AND SALARIES		2,122.65	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 415-600400						OVERTIME		26.99	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 415-601900						STATE RETIREMENT		374.04	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 415-602200						FICA TAXES		157.46	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 415-602600						HEALTH INSURANCE		422.40	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 611-600100						WAGES AND SALARIES		38,973.13	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 611-601900						STATE RETIREMENT		6,781.31	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 611-602200						FICA TAXES		2,804.21	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 611-602600						HEALTH INSURANCE		7,585.71	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 611-600100-COV19						WAGES AND SALARIES		1,699.93	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 611-601900-COV19						STATE RETIREMENT		295.80	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 611-602200-COV19						FICA TAXES			4.30
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 611-602200-COV19						FICA TAXES		23.98	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 611-602600-COV19						HEALTH INSURANCE		221.98	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 621-600100						WAGES AND SALARIES		5,893.31	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 621-601900						STATE RETIREMENT		1,025.44	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 621-602200						FICA TAXES		436.09	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 621-602600						HEALTH INSURANCE		700.73	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 511-600100-05600						WAGES AND SALARIES		2,913.20	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 511-601900-05600						STATE RETIREMENT		506.90	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 511-602200-05600						FICA TAXES		214.06	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 511-602600-05600						HEALTH INSURANCE		314.82	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY			
PRJ 515-600100-74500						WAGES AND SALARIES		1,823.11	

YEAR PER JNL SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 515-601900-74500						STATE RETIREMENT			317.22	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 515-602200-74500						FICA TAXES			111.97	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 515-602600-74500						HEALTH INSURANCE			583.26	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 811-600100						WAGES AND SALARIES			21,359.36	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 811-600400						OVERTIME			90.03	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 811-601000						HOLIDAY PAY			9.51	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 811-601900						STATE RETIREMENT			3,733.84	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 811-602200						FICA TAXES			1,564.98	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 811-602600						HEALTH INSURANCE			4,038.24	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 825-600100						WAGES AND SALARIES			1,540.27	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 825-601900						STATE RETIREMENT			268.01	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 825-602200						FICA TAXES			114.94	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 825-602600						HEALTH INSURANCE			298.90	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 445-600100						WAGES AND SALARIES			7,473.61	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 445-600400						OVERTIME			1,094.29	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 445-601000						HOLIDAY PAY			137.32	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 445-601900						STATE RETIREMENT			1,514.70	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 445-602200						FICA TAXES			633.45	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 445-602600						HEALTH INSURANCE			1,339.78	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 445-600100-COV19						WAGES AND SALARIES			858.56	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 445-601900-COV19						STATE RETIREMENT			149.39	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 445-602200-COV19						FICA TAXES			11.63	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
PRJ 445-602600-COV19						HEALTH INSURANCE			246.51	
	04/23/2020	042320	042320	1042320	1042320	WARRANT=042320 RUN=1 BIWEEKLY				
						GENERAL LEDGER TOTAL			3,443,198.49	3,443,198.49

YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T OB	DEBIT	CREDIT
PRJ 001-200100	04/23/2020					EQTY IN PLD CASH-GENERAL		1,352,886.38	
PRJ 010-110100	04/23/2020					EQUITY IN POOLED CASH			1,352,886.38
PRJ 001-201900	04/23/2020					EQTY IN PLD CASH-CDBG		6,784.54	
PRJ 200-110100	04/23/2020					EQUITY IN POOLED CASH			6,784.54
PRJ 001-203700	04/23/2020					EQTY IN PLD CASH-WATER\SEWER		33,018.08	
PRJ 400-110100	04/23/2020					EQUITY IN POOLED CASH			33,018.08
PRJ 001-204300	04/23/2020					EQTY IN PLD CASH-J T JONES		13,459.24	
PRJ 420-110100	04/23/2020					EQUITY IN POOLED CASH			13,459.24
						SYSTEM GENERATED ENTRIES TOTAL		1,406,148.24	1,406,148.24
						JOURNAL 2020/07/71061 TOTAL		4,849,346.73	4,849,346.73
2020 7 71061									
PRJ 010-311300	04/23/2020	042320	042320	1042320	1042320	EXPENDITURE CONTROL WARRANT=042320 RUN=1 BIWEEKLY		1,352,886.38	
PRJ 200-311300	04/23/2020	042320	042320	1042320	1042320	EXPENDITURE CONTROL WARRANT=042320 RUN=1 BIWEEKLY		6,784.54	
PRJ 400-311300	04/23/2020	042320	042320	1042320	1042320	EXPENDITURE CONTROL WARRANT=042320 RUN=1 BIWEEKLY		33,018.08	
PRJ 420-311300	04/23/2020	042320	042320	1042320	1042320	EXPENDITURE CONTROL WARRANT=042320 RUN=1 BIWEEKLY		13,459.24	

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 POOLED CASH	2020	7	71061	04/23/2020			
001-100351					PAYROLL CLEARING	746,030.61	
001-100351					PAYROLL CLEARING		2,697,167.88
001-200100					EQTY IN PLD CASH-GENERAL	1,352,886.38	
001-201900					EQTY IN PLD CASH-CDBG	6,784.54	
001-203700					EQTY IN PLD CASH-WATER\SEWER	33,018.08	
001-204300					EQTY IN PLD CASH-J T JONES	13,459.24	
001-213700					WITHHOLDING-FEDERAL	65,610.20	
001-213700					WITHHOLDING-FEDERAL		65,610.20
001-213900					WITHHOLDING-STATE	51,921.01	
001-213900					WITHHOLDING-STATE		25,659.69
001-214100					WITHHOLDING-RETIREMENT	536,818.50	
001-214100					WITHHOLDING-RETIREMENT		261,070.21
001-214300					WITHHOLDING-HEALTH INSURANCE	439,736.06	
001-214300					WITHHOLDING-HEALTH INSURANCE		219,481.24
001-214350					WITHHOLDING-VISION 100%EE PAID		2,625.67
001-214400					WITHHOLDING-FLEX SPENDING ACCT	6,673.75	
001-214400					WITHHOLDING-FLEX SPENDING ACCT		3,255.62
001-214700					WITHHOLDING-GARNISHMENTS	8,175.29	
001-214700					WITHHOLDING-GARNISHMENTS		6,223.26
001-214900					WITHHOLDING-DEFERRED COMP	15,393.50	
001-214900					WITHHOLDING-DEFERRED COMP		7,508.00
001-215900					WITHHOLDING-POLICE BENEVOLENT	1,503.50	
001-215900					WITHHOLDING-POLICE BENEVOLENT		751.75
001-216100					WITHHOLDING-COLONIAL LIFE	178.38	
001-216100					WITHHOLDING-COLONIAL LIFE		89.19
001-216150					WITHHOLDING-LINCOLN NATL LIFE	11,320.28	
001-216150					WITHHOLDING-LINCOLN NATL LIFE		5,676.14
001-216300					WITHHOLDING-AFLAC	9,500.31	
001-216300					WITHHOLDING-AFLAC		4,747.88
001-216400					WITHHOLDING-UNUM	1,639.40	
001-216400					WITHHOLDING-UNUM		819.70
001-216500					WITHHOLDING-PREPAID LEGAL	74.80	
001-216500					WITHHOLDING-PREPAID LEGAL		37.40
001-216700					ACCRUED AND WITHHELD FICA	142,341.60	
001-216700					ACCRUED AND WITHHELD FICA		142,341.60
					FUND TOTAL	3,443,065.43	3,443,065.43
010 GENERAL FUND	2020	7	71061	04/23/2020			
010-110100					EQUITY IN POOLED CASH		1,352,886.38
010-311300					EXPENDITURE CONTROL	1,352,886.38	
					FUND TOTAL	1,352,886.38	1,352,886.38
200 COMMUNITY DEVELOPMENT	2020	7	71061	04/23/2020			
200-110100					EQUITY IN POOLED CASH		6,784.54
200-311300					EXPENDITURE CONTROL	6,784.54	

FUND ACCOUNT	YEAR	PER	JNL	EFF DATE ACCOUNT DESCRIPTION	DEBIT	CREDIT
				FUND TOTAL	6,784.54	6,784.54
400 WATER/SEWER UTILITY FUND	2020	7	71061	04/23/2020		
400-110100				EQUITY IN POOLED CASH		33,018.08
400-311300				EXPENDITURE CONTROL	33,018.08	
				FUND TOTAL	33,018.08	33,018.08
420 JOSEPH T JONES	2020	7	71061	04/23/2020		
420-110100				EQUITY IN POOLED CASH		13,459.24
420-311300				EXPENDITURE CONTROL	13,459.24	
				FUND TOTAL	13,459.24	13,459.24

FUND		DUE TO	DUE FROM
001	POOLED CASH	1,406,148.24	
010	GENERAL FUND		1,352,886.38
200	COMMUNITY DEVELOPMENT		6,784.54
400	WATER/SEWER UTILITY FUND		33,018.08
420	JOSEPH T JONES		13,459.24
	TOTAL	1,406,148.24	1,406,148.24

** END OF REPORT - Generated by Shelia Casey **

MEMORANDUM – CITY OF GULFPORT

Date: MAY 11, 2020

To: Mayor Billy Hewes
City Council Members

From: Linda Allen (Department of Urban Development)

Re: Privilege License Report – for the month of April, 2020 – to be made a part of the minutes.

The attached report of Privilege Licenses issued by the City of Gulfport for the period of April 1st through April 31st, 2020 to be presented to the City Council on the 19th day of May, 2020 per Mississippi Code § 27-17-501.

Customer Name	Customer Address	Amount	Post Date
DAHL'S AUDIO & VIDEO	4108 15TH STREET	$22.00	04/02/2020
JIM'S ROOFING	14143 OLD HWY 49	$22.00	04/02/2020
MILLCREEK OF GULFPORT	1001 E PASS RD	$33.00	04/02/2020
SOUND SOLUTIONS	2315 25TH AVENUE	$22.00	04/02/2020
STEVE TOWING	11237 TANNER ROAD	$22.00	04/02/2020
THE CHOP SHOP BEAUTY AND BARBER	24 PASS ROAD	$33.00	04/02/2020
MOSES CONCRETE INC	41 FLEETWOOD DRIVE	$22.00	04/03/2020
THE CYCLE LAB LLC	820 PASS RD SUITE B	$22.00	04/03/2020
TRI-STATE REFRIGERATION INC	7387 E INDUSTRIAL AVE	$22.00	04/03/2020
A J LLC	8950 LORRAINE RD STE F	$22.00	04/06/2020
LOOMIS ARMORED US, INC	3429 WASHINGTON AVE	$22.00	04/06/2020
B & B ENTERPRISE	13050 SWEETWATER TRAIL DRIVE	$22.00	04/08/2020
B & B ENTERPRISE	13050 SWEETWATER TRAIL DRIVE	($22.00)	04/08/2020
B & B ENTERPRISE	13050 SWEETWATER TRAIL DRIVE	$22.00	04/08/2020
JOHNSON LAWN SERVICES	12203 CHARWOOD AVENUE	$22.00	04/08/2020
AT&T SOUTHEAST	1723 22ND AVE	$270.00	04/08/2020
MARK D WOOD JR	16188 CRESTVIEW DR	$10.00	04/08/2020
COAST SHOE REPAIR	2112 25TH AVE	$22.00	04/09/2020
STEWART EXTERIORS	12176 REBEKAH DR	$22.00	04/09/2020
CREEKSIDE WILLOWS MOBILE HOME VILLAGE	1590 W 16TH ST	$22.00	04/13/2020
GOLDEN CORRAL	12255 HIGHWAY 49	$49.50	04/15/2020
MARINE SUPPLY	2238 E PASS RD	$1,012.00	04/17/2020
STROJNY & STROJNY	12342 ASHLEY DR #A	$22.00	04/17/2020
THE LAW OFFICE OF AARON P HOMMELL PLLC	2505 14TH ST STE 212	$22.00	04/17/2020
TITLE CASH OF JACKSON INC	101 WASHINGTON STE SE	$22.00	04/17/2020
ADVANCE AUTO PARTS # 1404	902 PASS RD	$101.75	04/20/2020
WELLCARE LABS	1909 EAST PASS RD STE A-6	$10.00	04/23/2020
SWEET RICE LLC	8220 ARKANSAS AVE	$10.00	04/23/2020
ART BEHAVIORAL HEALTH PLLC	1403 43RDD AVE	$22.00	04/24/2020
STRATEGIC HEALTH CARE LLC	1500 BROAD AVE	$165.00	04/24/2020
MICK STEELE	8 STRAFORD PL	$22.00	04/24/2020
RUIZ LEE	14321 CREOSOTE RD	$15.00	04/27/2020
RESTORE OCULOPLASTICS GULF COAST PLLC	10051 LORRAINE RD STE A-2	$10.00	04/28/2020
DEPENDABLE LAWN	13551 TARA HILLS	$22.00	04/29/2020
AT&T SOUTHEAST	1723 22ND AVE	$270.00	04/29/2020
AT&T SOUTHEAST	1723 22ND AVE	$270.00	04/29/2020
OASIS REAL ESTATE INVESTMENT INC	2205 JOHN HILL BLVD STE A	$22.00	04/30/2020
SEAWAY MARINE CENTER	13247 SEAWAY ROAD SUITE A & B	$22.00	04/30/2020
SEAWAY MARINE CENTER	13247 SEAWAY ROAD SUITE A & B	$22.00	04/30/2020
WISH LIST	13107 MILES DR	$10.00	04/30/2020
TOTAL:		***$2,775.25***	

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Jessica Versiga, Procurement Specialist

Date: April 28, 2020

Re: Engineering / Leisure Services
Cart Path Overlay Phase 1

I have reviewed the quotes received on the above referenced item and find Gibson Maintenance to be the lowest and best bid for a total amount of $28,000.

I have issued Purchase Order #210083 accordingly and respectfully request you to spread this across the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.

Engineering

PO # 210083

Cart Path Overlay Phase 1

		Gibson Maintenance		Land Shaper, Inc.		DNA Underground, LLC	
	QTY	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Install 1.5" overlay of existing asphalt cart paths (LF)	4000	$ 7.00	$ 28,000.00	$ 12.00	$ 48,000.00	$ 16.00	$ 64,000.00
TOTAL			**$ 28,000.00**		**$ 48,000.00**		**$ 64,000.00**

REVIEWED

1st Judicial District
Instrument 2019 9255 D -J1
Filed/Recorded 10/25/2019 11:10 A
Total Fees $ 12.00
4 Pages Recorded

This Instrument prepared by and to be returned to:
Margaret Murdock, Esq.
City Attorney's Office
P.O. Box 1780
Gulfport, Mississippi 39502
(228) 868-5811

UTILITY EASEMENT

FOR AND IN CONSIDERATION of the sum of ONE and NO/100 Dollars ($1.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned **Grantors**,

JACK and AMANDA THOMAS
14380 Our Road
Gulfport, MS 39503
Telephone: 547-5907 (228)

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, repair and maintenance of municipal utilities 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, repair and maintenance of said municipal utilities. 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: **Southwest ¼ of the Northwest ¼ of Section 27, Township 6 South, Range 11 West**, City of Gulfport, First Judicial District of Harrison County, Mississippi

WITNESS OUR SIGNATURES on this the 19th day of September, 2019.

JACK THOMAS

Amanda Thomas
AMANDA THOMAS

RATIFIED AND APPROVED:

L & F PROPERTIES, LLC, Mortgagee

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 19th day of September, 2019, JACK THOMAS, who acknowledged to me that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed.

NOTARY PUBLIC

My Commission Expires:

12/11/20

(SEAL)

REBECCA ANN SULLIVAN
Commission Expires
12-11-2020
NOTARY PUBLIC
ID 118567
Harrison County
STATE OF MISSISSIPPI

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 19th day of September, 2019, AMANDA THOMAS, who acknowledged to me that she signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as her free and voluntary act and deed.

NOTARY PUBLIC

My Commission Expires:

12/11/20

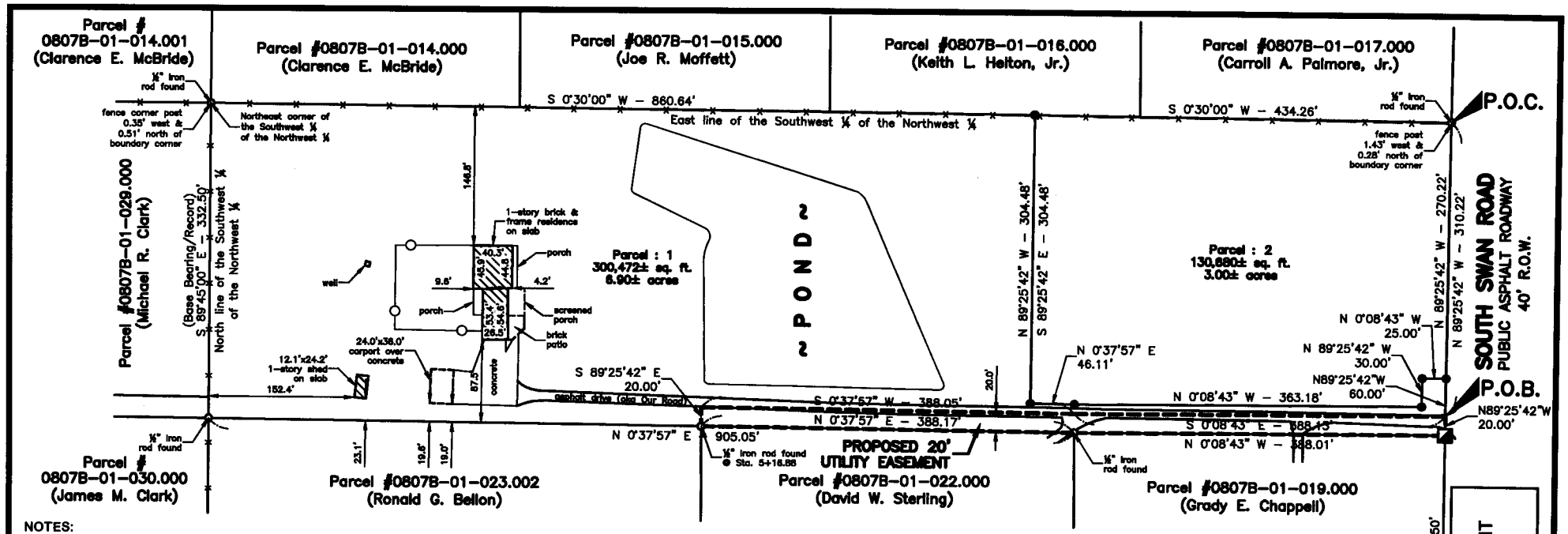
REBECCA ANN SULLIVAN
Commission Expires
12-11-2020
NOTARY PUBLIC
ID 118567
Harrison County
STATE OF MISSISSIPPI

Exhibit "A"

Utility and Drainage Easement

A parcel of land situated and being located in the Southwest ¼ of the Northwest ¼ of Section 27, 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 half-inch iron rod found at the intersection of the east line of the Southwest ¼ of the Northwest ¼ of Section 27, Township 6 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi and the northerly margin of South Swan Road; thence run North 89 degrees 25 minutes 42 seconds West along the northerly margin of South Swan Road a distance of 310.22 feet to the POINT OF BEGINNING of the parcel herein described; thence continue North 89 degrees 25 minutes 42 seconds West along the northerly margin of South Swan Road a distance of 20.00 feet to a concrete right-of-way monument found on the northerly margin of South Swan Road; thence departing said margin run North 00 degrees 08 minutes 43 seconds West a distance of 388.01 feet to a half-inch iron rod found; thence run North 00 degrees 37 minutes 57 seconds East a distance of 388.17 feet to a half-inch rod found; thence run South 89 degrees 25 minutes 42 seconds East a distance of 20.00 feet to a point; thence run South 00 degrees 37 minutes 57 seconds West a distance of 388.05 feet to a point; thence run South 00 degrees 43 seconds East a distance of 388.13 feet to the POINT OF BEGINNING. Said parcel contains 15,523 square feet, more or less.



NOTES:

1.) Water and sewer is provided to this site by the Property owner (Well and Septic tank).

2.) No attempt has been made by Cassady-Acadia Land Surveying, L.L.C. to verify title, actual legal ownership, deed restrictions servitudes, easements, alleys, right-of-ways or other burdens on the property, other than that furnished by the client or his representative. There is no representation that all applicable servitudes and restrictions are shown hereon. The surveyor has made no title search or public record search in compiling the data for this survey.

3.) The words "Certify," "Certifies" or "Certification" as used herein is understood to be an expression of professional opinion by the surveyor, based upon his best knowledge, information, and belief, as such, it does not constitute a guarantee nor a warranty, expressed or implied.

CERTIFICATION:

This is to certify to CITY OF GULFPORT & JACK THOMAS that this survey was done by me or under my direct supervision and control, that the survey was done on the ground and was done in accordance with the most recent Minimum Standards of Practice for Land Surveyors as set forth by the State of Mississippi, Board of Licensure for Professional Engineers and Surveyors and that the accuracy specification and positional tolerances are in accordance with Class "C" surveys indicated in the above standards. I also certify there are no visible encroachments across any property lines except as shown.

Michael P. Blanchard, PS, Reg. No. 2834

This survey plat is not valid without the raised or colored seal and signature of the Registered Land Surveyor.

PROPOSED 20' UTILITY EASEMENT DESRIPTION:

A parcel of land situated and being located in the Southwest ¼ of the Northwest ¼ of Section 27, 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 half-inch iron rod found at the intersection of the east line of the Southwest ¼ of the Northwest ¼ of Section 27, Township 6 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi and the northerly margin of South Swan Road; thence run North 89 degrees 25 minutes 42 seconds West along the northerly margin of South Swan Road a distance of 310.22 feet to the POINT OF BEGINNING of the parcel herein described; thence continue North 89 degrees 25 minutes 42 seconds West along the northerly margin of South Swan Road a distance of 20.00 feet to a concrete right-of-way monument found on the northerly margin of South Swan Road; thence departing said margin run North 00 degrees 08 minutes 43 seconds West a distance of 388.01 feet to a half-inch iron rod found; thence run North 00 degrees 37 minutes 57 seconds East a distance of 388.17 feet to a half-inch iron rod found; thence run South 89 degrees 25 minutes 42 seconds East a distance of 20.00 feet to a point; thence run South 00 degrees 37 minutes 57 seconds West a distance of 388.05 feet to a point; thence run South 00 degrees 08 minutes 43 seconds East a distance of 388.13 feet to the POINT OF BEGINNING.
Said parcel contains 15,523 square feet, more or less.

EASEMENT NOTE:

Upon acceptance of the proposed resubdivision, the 20' utility easement shown hereon will be dedicated to the City of Gulfport.

LEGEND

FOUND PROPERTY CORNER (AS NOTED)	○
SET 3/4" IRON ROD (UNLESS NOTED OTHERWISE)	●
FOUND CONCRETE RIGHT OF WAY MARKER	◪
EXISTING BARB WIRE FENCE LINE	—x—
EXISTING CHAIN LINK LINE	—○—

REFERENCE MAPS:

A.) Survey by J. M. Cassady on March 6, 1978
B.) Survey by J. M. Cassady on January 29, 1979
C.) Survey by J. M. Cassady on October 26, 1983
D.) Survey by J. M. Cassady on June 24, 1992
E.) Survey by J. M. Cassady on June 6, 2018

REFERENCE BEARINGS:

Bearings are based on Deed Reference (Instrument No. 2014-3793-D-J1). (*) Represents the Basis of Bearings. Distances shown are U.S. Survey feet.

FEMA FLOOD ZONE AND HAZARDS:

This lot is located in Flood Zone "X" Area of/per FEMA Map Community Panel Number 28047C 0255 H for Harrison County, Mississippi dated December 21, 2017.

CASSADY-ACADIA
LAND SURVEYING, LLC
Louisiana • Mississippi • Texas
1714 22nd Avenue, Gulfport, Mississippi 39501
Phone • (228)896-7155 Fax • (228)896-8406
Email • Surveys@Cassady-Acadia.com

FIELD WORK COMPLETED ON: August 2, 2019

CALS FILE: 2019/19-02-367/19-02-367.dwg FIELD BOOK: n/a, PG. n/a

SCANNED

1st Judicial District
Instrument 2020 4526 D -J1
Filed/Recorded 5/ 4/2020 02:45 P
Total Fees $ 26.00
4 Pages Recorded

This Instrument prepared by and to be returned to:
Margaret Murdock, Esq.
City Attorney's Office
P.O. Box 1780
Gulfport, Mississippi 39502
(228) 868-5811

REVIEWED

UTILITY AND DRAINAGE EASEMENT

FOR AND IN CONSIDERATION of the sum of ONE and NO/100 Dollars ($1.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned **Grantor,**

SHIRLEY BLACKLIDGE REVOCABLE TRUST
14392 Swan Lane
Gulfport, MS 39503
Telephone: (228) 832-2196

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, repair 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.

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, repair and maintenance of said utility and 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: **Southwest ¼ of the Northwest ¼ of Section 27, Township 6 South, Range 11 West**, City of Gulfport, First Judicial District of Harrison County, Mississippi

WITNESS MY SIGNATURE on this the 22ND day of APRIL, 2020.

Shirley Blacklidge

SHIRLEY BLACKLIDGE REVOCABLE TRUST
BY: SHIRLEY BLACKLIDGE, TRUSTEE

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 22ND day of APRIL, 2020, SHIRLEY J. BLACKLIDGE, Trustee of the SHIRLEY BLACKLIDGE REVOCABLE TRUST, who acknowledged to me that she signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as her free and voluntary act and deed.

Ruth E. Rock

NOTARY PUBLIC

My Commission Expires:

3/9/2021

(SEAL)

STATE OF MISSISSIPPI
RUTH E. ROCK
ID NO 119445
Commission Expires
03-09-2021
NOTARY PUBLIC
HARRISON COUNTY

Exhibit "A"

Utility and Drainage Easement

A parcel of land situated in the Southwest Quarter of the Northwest Quarter of Section 27, Township 6 South, Range 11 West, City of Gulfport, First Judicial District, Harrison County, Mississippi, being more particularly described as follows:

COMMENCE at an iron rod at the intersection of the north margin of South Swan Road with the west line of the Southwest Quarter of the Northwest Quarter of Section 27, Township 6 South, Range 11 West, City of Gulfport, First Judicial District, Harrison County, Mississippi; thence North 89 degrees 51 minutes 59 seconds East along said south margin of South Swan Road for 322.50 feet to a point on the West margin of Swan Lane; thence North 00 degrees 06 minutes 51 seconds East along said west margin of Swan Lane for 776.91 feet for the POINT OF BEGINNING.

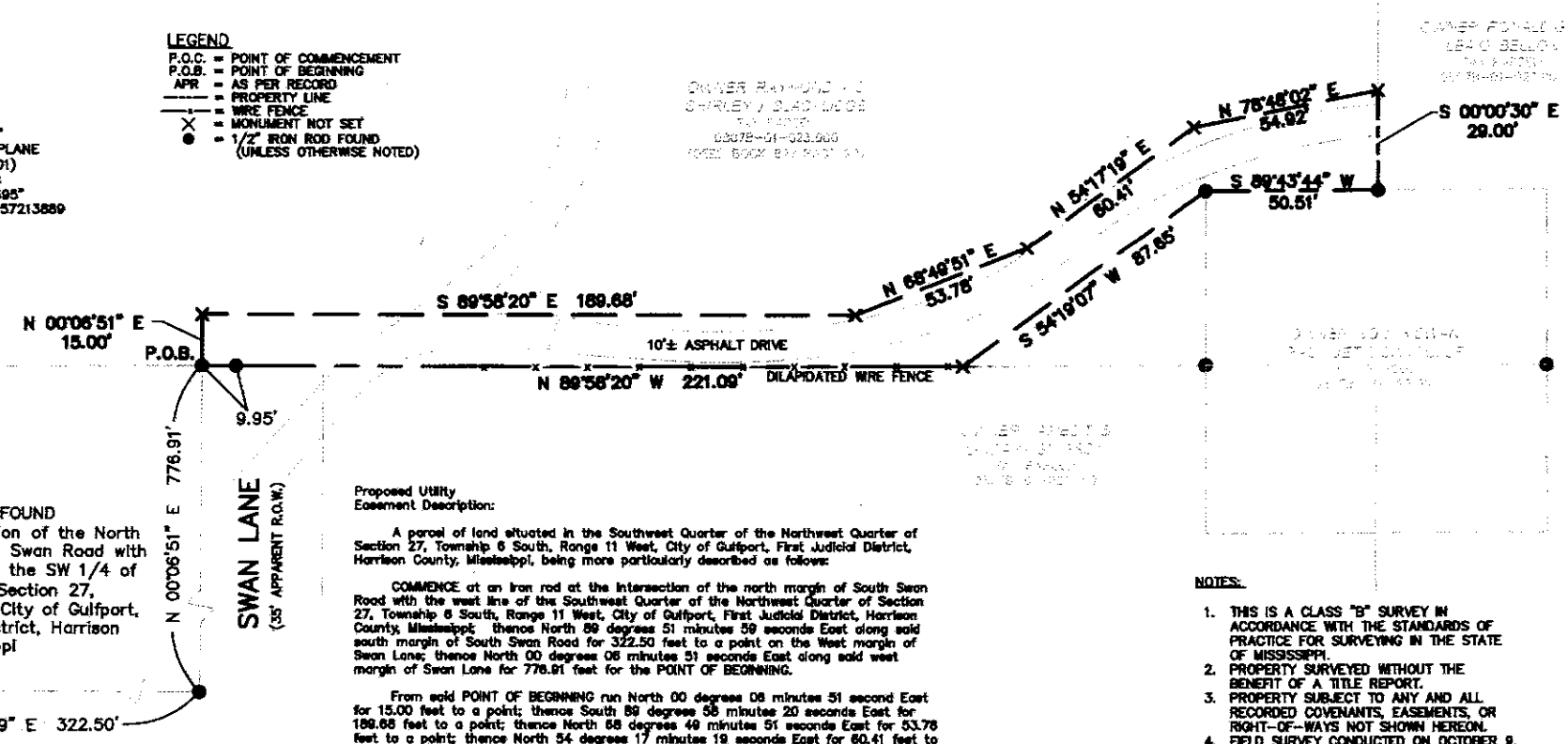
From said POINT OF BEGINNING run North 00 degrees 06 minutes 51 second East for 15.00 feet to a point; thence South 89 degrees 58 minutes 20 seconds East for 189.68 feet to a point; thence North 68 degrees 49 minutes 51 seconds East for 53.78 feet to a point; thence North 54 degrees 17 minutes 19 seconds East for 60.41 feet to a point; thence North 78 degrees 48 minutes 02 seconds East for 54.92 feet to a point; thence South 00 degrees 00 minutes 30 seconds East for 29.00 feet to an iron rod; thence South 89 degrees 43 minutes 44 seconds West for 50.51 feet to an iron rod; thence South 54 degrees 19 minutes 07 seconds West for 87.65 feet to a point; thence North 89 degrees 58 minutes 20 seconds West for 221.09 feet back to the POINT OF BEGINNING.

Said parcel being part of the Southwest Quarter of the Northwest Quarter of Section 27, Township 6 South, Range 11 West, City of Gulfport, First Judicial District, Harrison County, Mississippi, and contains 6,273.11 square feet or 0.14 acres, more or less.

EXHIBIT B

SCALE: 1"=40'
MISSISSIPPI STATE PLANE
EAST ZONE (2301)
CONVERGENCE:
-00°07'40.27412595"
SCALE FACTOR: 0.999957213889

LEGEND
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
APR = AS PER RECORD
= PROPERTY LINE
= WIRE FENCE
X = MONUMENT NOT SET
● = 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)



Proposed Utility
Easement Description:

A parcel of land situated in the Southwest Quarter of the Northwest Quarter of Section 27, Township 6 South, Range 11 West, City of Gulfport, First Judicial District, Harrison County, Mississippi, being more particularly described as follows:

COMMENCE at an iron rod at the intersection of the north margin of South Swan Road with the west line of the Southwest Quarter of the Northwest Quarter of Section 27, Township 6 South, Range 11 West, City of Gulfport, First Judicial District, Harrison County, Mississippi; thence North 89 degrees 51 minutes 59 seconds East along said south margin of South Swan Road for 322.50 feet to a point on the West margin of Swan Lane; thence North 00 degrees 06 minutes 51 seconds East along said west margin of Swan Lane for 776.91 feet for the POINT OF BEGINNING.

From said POINT OF BEGINNING run North 00 degrees 06 minutes 51 second East for 15.00 feet to a point; thence South 89 degrees 58 minutes 20 seconds East for 189.68 feet to a point; thence North 68 degrees 49 minutes 51 seconds East for 53.78 feet to a point; thence North 54 degrees 17 minutes 19 seconds East for 60.41 feet to a point; thence North 78 degrees 48 minutes 02 seconds East for 54.92 feet to a point; thence South 00 degrees 00 minutes 30 seconds East for 29.00 feet to an iron rod; thence South 89 degrees 43 minutes 44 seconds West for 50.51 feet to an iron rod; thence South 54 degrees 19 minutes 07 seconds West for 87.85 feet to a point; thence North 89 degrees 58 minutes 20 seconds West for 221.09 feet back to the POINT OF BEGINNING.

Said parcel being part of the Southwest Quarter of the Northwest Quarter of Section 27, Township 6 South, Range 11 West, City of Gulfport, First Judicial District, Harrison County, Mississippi, and contains 6,273.11 square feet or 0.14 acres, more or less.

NOTES:

1. THIS IS A CLASS "B" SURVEY IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF MISSISSIPPI.
2. PROPERTY SURVEYED WITHOUT THE BENEFIT OF A TITLE REPORT.
3. PROPERTY SUBJECT TO ANY AND ALL RECORDED COVENANTS, EASEMENTS, OR RIGHT-OF--WAYS NOT SHOWN HEREON.
4. FIELD SURVEY CONDUCTED ON OCTOBER 9, 2019.
5. PERMANENT MONUMENTS TO BE SET AT COMPLETION OF UTILITY INSTALLATION.
6. BEARINGS DERIVED BY GPS OBSERVATION.

This is to certify that I have surveyed the easement described and delineated hereon; that the measurements and other data indicated are correct to the best of my knowledge and belief.

CHRISTOPHER W. COMARDELLE
PROFESSIONAL SURVEYOR
OCTOBER 10, 2019
MS. LICENSE #2854

CHRISTOPHER WAYNE COMARDELLE
LICENSED PROFESSIONAL SURVEYOR
PLS02854
STATE OF MISSISSIPPI

SURVEY OF PROPOSED UTILITY EASEMENT
(SW 1/4 OF THE NW 1/4 OF SECTION 27, T6S, R11W, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI)

JOB #:	0041-16
DRAWN BY:	CWC
CHECKED BY:	CRT
DATE:	10/10/2019

CITY OF GULFPORT ENGINEERING DEPARTMENT
4050 HEWES AVENUE, GULFPORT, MS 39507

GULFPORT

IN THE CITY OF GULFPORT
FIRST JUDICIAL DISTRICT OF HARRISON COUNTY
STATE OF MISSISSIPPI

COVID-19 EXECUTIVE ORDER NO. 7

EMERGENCY MAYORAL PROCLAMATION OF EXECUTIVE ORDER REGARDING THE OUTBREAK OF COVID-19 IN THE CITY OF GULFPORT, MISSISSIPPI FOLLOWING ISSUANCE OF THE GOVERNOR'S EXECUTIVE ORDER NO. 1478

WHEREAS, in accordance with authority vested in me by Mississippi Law, including, but not limited to, Miss. Code Ann. § 45-17-1, et seq. and Miss. Code Ann. § 33-15-17, et seq., as amended, and in the public interest of the City of Gulfport, and to safeguard and protect the health, safety, and welfare of the public and for the protection of life and property, I declared a state of emergency on March 14, 2020, and issued an "Emergency Proclamation of Executive Order" on March 20, 2020, in an effort to combat the spread of the COVID-19 virus in the City of Gulfport, and such Emergency Proclamation has been followed by the issuance of several additional "Emergency Proclamation of Executive Orders" since that time, including a "Safer-at-Home" Order ("COVID-19 Executive Order No. 2") issued on March 31, 2020; and

WHEREAS, in accordance with the Mississippi's "Emergency Management Act" (Miss. Code Ann. §§ 33-15-1, et seq.), and following the issuance of a State-wide declaration of emergency and the date of my first Emergency Mayoral Proclamation, the Governor of the State of Mississippi has since issued multiple State-wide "Executive Orders" applicable to municipalities and their residents, including "Executive Order No. 1466" issued on April 1, 2020, as a "Shelter in Place" Order in effect for the State of Mississippi; and

WHEREAS, the Governor's Executive Order No. 1466 previously stated and recognized that, with limited restriction, local governments, such as the City of Gulfport, may adopt and issue orders, rules, regulations, and resolutions and take actions "that are more strict" than those set out in Executive Order No. 1466, and, also, that the Supplement to Executive Order No. 1463, which was issued by the Governor on March 26, 2020, stated that no local government in the State "shall adopt any measures that are less restrictive" than the provisions set out therein; and

WHEREAS, in view of the fact that the Governor's Executive Order No. 1466 instituted further restrictions in place with respect to the ongoing pandemic than were set out in my prior Emergency Proclamations of Executive Orders relating to the growing outbreak of this disease, including the issuance of a more restrictive "Shelter in Place" Order, I issued "COVID-19 Executive Order No. 3" on April 3, 2020, as a means of supplementing the Executive Orders I previously issued on March 20, 2020, and on March 31, 2020; and

WHEREAS, on April 17, 2020, the Governor issued Executive Order No. 1473, wherein he extended his prior "Shelter in Place" Order through 8:00 a.m. on April 27, 2020, along with

some modifications concerning prior restrictions, and later on April 17, 2020, I issued "COVID-19 Executive Order No. 4" that modified my prior Executive Orders concerning continued efforts to combat the spread of COVID-19 in the City of Gulfport, and which included the limited opening of the City's beach, modified recreational boating use, and retail sales involving non-essential businesses limited to drive-thru, curbside, and/or delivery services; and

WHEREAS, on April 24, 2020, the Governor issued Executive Order No. 1477, wherein he replaced his "Shelter in Place" Order restrictions (Executive Order No. 1466) with those as part of a "Safer-at-Home" approach to address the virus outbreak; and

WHEREAS, the Governor in Executive Order No. 1477 again recognized that, with limited restriction, local governments, such as the City of Gulfport, may adopt orders, rules, regulations, resolutions, actions that are "more strict" than established in Executive Order No. 1477; and

WHEREAS, later on April 24, 2020, and in response to the Governor's Executive Order No. 1477, I issued "COVID-19 Executive Order No. 5," which adopted and incorporated the Governor's "Safer-at-Home" Order (Executive Order No. 1477) issued earlier that date with the lone exceptions being that all retail businesses shall adopt reasonable measures to prevent the spread of COVID-19, including, but not limited to, limiting the number of customers in their stores to no greater than twenty (20%) of their permitted occupancy limit at any one time, along with other restrictions, and the continuation of a City-wide curfew from 11:00 p.m. to 5:00 a.m., which such curfew has since been discontinued and canceled in my "COVID-19 Executive Order No. 6" issued on May 1, 2020; and

WHEREAS, the Mississippi Department of Health ("MDOH") data demonstrates that the virus still remains in our area to impact our population and that while its growth may show signs of slowing, it is clear that prudent measures should continue to be pursued as part of a comprehensive approach to thwart pervasive spread; and

WHEREAS, on May 4, 2020, the Governor issued Executive Order No. 1478, which now reconfigures prior restrictions issued as part of his "Safer-at-Home" Order (No. 1477), and, in response to this Executive Order No. 1478 and in recognition of the findings set out therein as well as the rationale for ongoing efforts to combat the spread of COVID-19, which I find are still needed and required in the City, I find that there is need for issuance of a further Emergency Mayoral Proclamation to preserve and protect life, property, and good order as well as to safeguard and protect the health, safety, and welfare of the public; and

WHEREAS, I further find that the restrictions set forth in my prior Emergency Proclamations of Executive Order and those set out herein do not prevent any "Essential Business" from operating at such level necessary to provide essential services and functions during the current and ongoing state of emergency associated with the COVID-19 outbreak but are needed and necessary to preserve and protect life, property, and good order as well as to safeguard and protect the health, safety, and welfare of the public.

THEREFORE, pursuant to the authority vested in me by Mississippi Law, including, but not limited to, Miss. Code Ann. § 45-17-1, et seq. and Miss. Code Ann. § 33-15-17, et seq.,

as amended, and in the public interest of the City of Gulfport, and to safeguard and protect the health, safety, and welfare of the public and for the protection and preservation of life and property and good order, I do hereby issue this Emergency Mayoral Proclamation of Executive Order (also referred to as "Proclamation") as set out herein.

IT IS HEREBY ORDERED, that "Executive Order No. 1478" issued by the Governor of the State of Mississippi on May 4, 2020, is hereby adopted and incorporated as my "Emergency Mayoral Proclamation of Executive Order" for the City of Gulfport and shall take effect at 8:00 a.m. on Thursday, May 7, 2020, unless specifically in conflict with any of the following provisions herein. It is further,

ORDERED, that, for purposes of clarity, the "COVID-19 Executive Order No. 5" that I signed and issued on April 24, 2020, and which limited all retail businesses to no greater than twenty percent (20%) of their permitted occupancy limit at any one time, shall now be amended as follows:

> It is **ORDERED** that ***all retail businesses*** shall adopt reasonable measures to prevent the spread of COVID-19, including, but not limited to, limiting the number of customers in their stores to ***no greater than fifty percent (50%) of their permitted occupancy limit at any one time*** (with this calculation not including employees in the count) and instituting reasonable and adequate measures to comply with this limitation to in-store retail sales (*e.g.*, use of an employee to keep count of customers entering and exiting the stores to ensure that fifty percent (50%) of the occupancy limit is not exceeded, etc.), all in order to ensure compliance with social distancing protocols, as well as frequent cleaning of high-contact surfaces (*e.g.*, retail counters, door handles, shopping carts, credit card machines, etc.). All other requirements and reasonable measures required of such businesses or applicable to them in the Governor's Executive Order No. 1477 shall remain in place.

It is further,

ORDERED that Paragraph "d(ii)" on page 6 in the "COVID-19 Executive Order No. 3" that I signed and issued on April 3, 2020, and which suspended operations of restaurants, bars, and dining establishments located in the City with the sole exception for the provision of take-out, curbside pick-up, delivery, or drive through services, shall now be amended to adopt and incorporate the Governor's Executive Order No. 1478, which states that ***all restaurants and bars*** may resume in-house (indoor or outdoor) dining (food services only) subject to the various limitations and conditions set forth in this Executive Order No. 1478 from and after 8:00 a.m. on Thursday, May 7, 2020. These establishments may continue to provide take-out, curbside pick-up, delivery, or drive-through services as allowed by law. It is further,

ORDERED that this same "COVID-19 Executive Order No. 3" that I issued on April 3, 2020, and which also closed all public parks with the exception of walking and hiking trails, sidewalks, paths, and boardwalks for individual outdoor recreation under various conditions, shall now be further amended to read as follows:

It is **ORDERED** that commencing at 9:00 a.m. on Thursday, May 7, 2020, ***all public parks*** in the City, in view of the Governor's Executive Order No. 1478, shall now be open ***for recreational outdoor activities*** from 9:00 a.m. to 7:00 p.m. each day they are otherwise open pursuant to regular City operations, provided that all persons visiting the same shall properly adhere to "social distancing" in accordance with regulations / guidelines issued by the Centers for Disease Control and Prevention ("CDC") and the MDOH (i.e., maintaining a minimum distance of six (6) feet from others), limit group gatherings/activities to a maximum of twenty (20) participants outdoors, and adhere to all other regulations/guidelines issued by the CDC and the MDOH, whichever is strictest and not in conflict with what is expressly stated herein, including engaging in regular and proper hand-washing and personal hygiene (e.g., using hand sanitizers that minimally contain 70% alcohol or washing hands with soap in excess of twenty (20) seconds).

It is further,

ORDERED that this Proclamation of Executive Order shall be: (1) filed with the City Clerk; (2) distributed to the news media and other organizations reasonably calculated to bring its contents to the attention of the general public; and (3) distributed to others as necessary to ensure proper implementation of this Proclamation of Executive Order. It is further,

ORDERED that violations of this Proclamation of Executive Order may be subject to misdemeanor prosecution in accordance with, including, but not limited to, Miss. Code Ann. § 45-17-9, as amended, § 7-19 of the City's Code of Ordinances, and, to the extent applicable, Miss. Code Ann. § 33-15-43, as amended, as well as other state laws and provisions in the City's Code of Ordinances. It is further,

ORDERED that, except for what is otherwise set out herein, this Emergency Mayoral Proclamation of Executive Order shall be, and hereby is, effective at 8:00 a.m. on Thursday, May 7, 2020, and shall remain in effect until amended, rescinded, or superseded by another applicable Mayoral Proclamation or Executive Order or the termination of the current (and ongoing) State of Emergency related to this pandemic issued by the City of Gulfport, whichever shall occur first.

THIS, the 5th day of May, 2020, at 4:56 p.m.

MAYOR BILLY HEWES
CITY OF GULFPORT, MISSISSIPPI

ATTEST:

GERARD BELLOCQ
CITY CLERK
CITY OF GULFPORT, MISSISSIPPI

IN THE CITY OF GULFPORT
FIRST JUDICIAL DISTRICT OF HARRISON COUNTY
STATE OF MISSISSIPPI

COVID-19 EXECUTIVE ORDER NO. 8

EMERGENCY MAYORAL PROCLAMATION OF EXECUTIVE ORDER REGARDING COVID-19 OUTBREAK IN THE CITY OF GULFPORT, MISSISSIPPI FOLLOWING ISSUANCE OF THE GOVERNOR'S EXECUTIVE ORDER NO. 1480

WHEREAS, in accordance with authority vested in me by Mississippi Law, including, but not limited to, Miss. Code Ann. § 45-17-1, et seq. and Miss. Code Ann. § 33-15-17, et seq., as amended, and in the public interest of the City of Gulfport, and to safeguard and protect the health, safety, and welfare of the public and for the protection of life and property, I declared a state of emergency on March 14, 2020, and issued an "Emergency Proclamation of Executive Order" on March 20, 2020, in an effort to combat the spread of the COVID-19 virus in the City of Gulfport, and such Emergency Proclamation has been followed by the issuance of several additional "Emergency Proclamation of Executive Orders" since that time, including a "Safer-at-Home" Order ("COVID-19 Executive Order No. 2") issued on March 31, 2020; and

WHEREAS, pursuant to the Mississippi's "Emergency Management Act" (Miss. Code Ann. §§ 33-15-1, et seq.), and following the issuance of a State-wide declaration of emergency and the date of my first Emergency Mayoral Proclamation, the Governor of the State of Mississippi has since issued multiple State-wide "Executive Orders" applicable to municipalities and their residents, including "Executive Order No. 1466" issued on April 1, 2020, as a "Shelter in Place" Order in effect for the State of Mississippi; and

WHEREAS, the Governor's Executive Order No. 1466 previously stated and recognized that, with limited restriction, local governments, such as the City of Gulfport, may adopt and issue orders, rules, regulations, and resolutions and take actions "that are more strict" than those set out in Executive Order No. 1466, and, also, that the Supplement to Executive Order No. 1463, which was issued by the Governor on March 26, 2020, stated that no local government in the State "shall adopt any measures that are less restrictive" than the provisions set out therein; and

WHEREAS, in view of the fact that the Governor's Executive Order No. 1466 instituted further restrictions in place with respect to the ongoing pandemic than were set out in my prior Emergency Proclamations of Executive Orders relating to the growing outbreak of this disease, including the issuance of a more restrictive "Shelter in Place" Order, I issued "COVID-19 Executive Order No. 3" on April 3, 2020, as a means of supplementing the Executive Orders I previously issued on March 20, 2020, and on March 31, 2020; and

WHEREAS, on April 17, 2020, the Governor issued Executive Order No. 1473, wherein he extended his prior "Shelter in Place" Order through 8:00 a.m. on April 27, 2020, along with

some modifications concerning prior restrictions, and later on April 17, 2020, I issued "COVID-19 Executive Order No. 4" that modified my prior Executive Orders concerning continued efforts to combat the spread of COVID-19 in the City of Gulfport, and which included the limited opening of the City's beach, modified recreational boating use, and retail sales involving non-essential businesses limited to drive-thru, curbside, and/or delivery services; and

WHEREAS, on April 24, 2020, the Governor issued Executive Order No. 1477, wherein he replaced his "Shelter in Place" Order restrictions (Executive Order No. 1466) with those as part of a "Safer-at-Home" effort to address the virus outbreak; and

WHEREAS, later on April 24, 2020, and in response to the Governor's Executive Order No. 1477, I issued "COVID-19 Executive Order No. 5," which adopted and incorporated the Governor's "Safer-at-Home" Order (Executive Order No. 1477) issued earlier that date with the lone exceptions being that all retail businesses shall adopt reasonable measures to prevent the spread of COVID-19, including, but not limited to, limiting the number of customers in their stores to no greater than twenty percent (20%) of their permitted occupancy limit at any one time, along with other restrictions, and the continuation of a City-wide curfew from 11:00 p.m. to 5:00 a.m., which such curfew has since been discontinued and canceled in my "COVID-19 Executive Order No. 6" issued on May 1, 2020; and

WHEREAS, on May 4, 2020, the Governor issued Executive Order No. 1478, which reconfigured prior restrictions issued as part of his "Safer-at-Home" Order (No. 1477), specifically restrictions related to restaurants and bars that serve food, parks, and outdoor recreational activities; and

WHEREAS, on May 5, 2020, I issued "COVID-19 Executive Order No. 7," which adopted and incorporated provisions from the Governor's Executive Order No. 1478; and

WHEREAS, in accordance with Paragraph "(d)(i)" on page 6 in the "COVID-19 Executive Order No. 3" that I signed and issued on April 3, 2020, which was subsequently modified by "COVID-19 Executive Order No. 4" signed and issued by me on April 17, 2020, (page 3), various operations of personal care and grooming businesses, such as barber shops, nail salons, beauty parlors, and salons, as well as gyms, health clubs, fitness centers, cross training gyms, and exercise studios were suspended, with such suspension of non-Minimum Operations of these businesses continued by adoption of the Governor's Executive Order No. 1478, as set forth in the "COVID-19 Executive Order No. 5" signed and issued by me on April 24, 2020; and

WHEREAS, earlier today, on May 8, 2020, the Governor issued Executive Order No. 1480, which extends his "Safer-at-Home" Order (Executive Order No. 1477) through 8:00 a.m. on Monday, May 25, 2020, with exceptions as to the allowance now of salons, barber shops, and other personal care and personal grooming facilities to resume operations subject to various conditions and as to the allowance of fitness and exercise gyms to similarly resume operations subject to similar type conditions; and

WHEREAS, in recognition of the findings set out in the Governor's Executive Order No. 1480 issued earlier today as well as the rationale for ongoing efforts to combat the spread of COVID-19, which I find are still needed and required in the City of Gulfport, I find that there is

need for issuance of a further Emergency Mayoral Proclamation to preserve and protect life, property, and good order as well as to safeguard and protect the health, safety, and welfare of the public; and

WHEREAS, I further find that the restrictions set forth in my prior Emergency Proclamations of Executive Order and those set out herein do not prevent any "Essential Business" from operating at such level necessary to provide essential services and functions during the current and ongoing state of emergency associated with the COVID-19 outbreak but are needed and necessary to preserve and protect life, property, and good order as well as to safeguard and protect the health, safety, and welfare of the public.

THEREFORE, pursuant to the authority vested in me by Mississippi Law, including, but not limited to, Miss. Code Ann. § 45-17-1, et seq. and Miss. Code Ann. § 33-15-17, et seq., as amended, and in the public interest of the City of Gulfport, and to safeguard and protect the health, safety, and welfare of the public and for the protection and preservation of life and property and good order, I do hereby issue this Emergency Mayoral Proclamation of Executive Order (also referred to as "Proclamation") as set out herein.

IT IS HEREBY ORDERED, that "Executive Order No. 1480" issued by the Governor of the State of Mississippi on May 8, 2020, is hereby adopted and incorporated as my "Emergency Mayoral Proclamation of Executive Order" for the City of Gulfport and shall take effect at 8:01 a.m. on Monday, May 11, 2020, unless specifically in conflict with any of the following provisions herein. It is further,

ORDERED, that, for purposes of clarity, operations of ***personal care and grooming businesses, such as barber shops, nail salons, beauty parlors, and hair salons***, which have heretofore been suspended to some degree, shall be permitted to now resume subject to full compliance with all of the conditions set forth in the Governor's Executive Order No. 1480 (pages 2-3) issued on May 8, 2020, with such services to resume effective 8:01 a.m. on Monday, May 11, 2020. It is further,

ORDERED, that, for similar ease of understanding, operations of ***fitness and exercise gym businesses, such as health clubs, fitness centers, cross training gyms, and exercise and dance studios***, which have also heretofore been suspended to some degree, shall likewise be permitted to now resume limited operations subject to compliance with all of the conditions set forth in the Governor's Executive Order No. 1480 (pages 2-3) issued on May 8, 2020, with such limited services to resume effective 8:01 a.m. on Monday, May 11, 2020. It is further,

ORDERED that this Proclamation of Executive Order shall be: (1) filed with the City Clerk; (2) distributed to the news media and other organizations reasonably calculated to bring its contents to the attention of the general public; and (3) distributed to others as necessary to ensure proper implementation of this Proclamation of Executive Order. It is further,

ORDERED that violations of this Proclamation of Executive Order may be subject to misdemeanor prosecution in accordance with, including, but not limited to, Miss. Code Ann. § 45-17-9, as amended, § 7-19 of the City's Code of Ordinances, and, to the extent applicable,

Miss. Code Ann. § 33-15-43, as amended, as well as other state laws and provisions in the City's Code of Ordinances. It is further,

ORDERED that, except for what is otherwise set out herein, this Emergency Mayoral Proclamation of Executive Order shall be, and hereby is, effective at 8:01 a.m. on Monday, May 11, 2020, and shall remain in effect until amended, rescinded, or superseded by another applicable Mayoral Proclamation or Executive Order or the termination of the current (and ongoing) State of Emergency related to this pandemic issued by the City of Gulfport, whichever shall occur first.

THIS, the 8TH day of May, 2020, at 5:00 p.m.

MAYOR BILLY HEWES
CITY OF GULFPORT, MISSISSIPPI

ATTEST:

GERARD BELLOCQ
CITY CLERK
CITY OF GULFPORT, MISSISSIPPI

STATE OF MISSISSIPPI

COUNTY OF HARRISON

CITY OF GULFPORT

OATH OF OFFICE

Having been duly appointed and empowered by the judge of the Municipal Court in and for the City of Gulfport, Mississippi, as a Police /Deputy Court Clerk, I Kandi Brown, do solemnly swear and affirm that I will faithfully support The Constitution of The United States and The Constitution of The State of Mississippi, and obey the laws thereof; that I am not disqualified from holding the office of Police/Deputy Court Clerk; that I will faithfully discharge the duties of the office upon which I am about to enter. So help me God.

Kandi Brown

Police/Deputy Court Clerk

SWORN TO AND SUBSCRIBED, before me on this the 20th day of March, 2020.

Municipal Court Judge

STATE OF MISSISSIPPI

COUNTY OF HARRISON

CITY OF GULFPORT

OATH OF OFFICE

Having been duly appointed and empowered by the judge of the Municipal Court in and for the City of Gulfport, Mississippi, as a Police /Deputy Court Clerk, I Shauna Miller, do solemnly swear and affirm that I will faithfully support The Constitution of The United States and The Constitution of The State of Mississippi, and obey the laws thereof; that I am not disqualified from holding the office of Police/Deputy Court Clerk; that I will faithfully discharge the duties of the office upon which I am about to enter. So help me God.

SMiller

Police/Deputy Court Clerk

SWORN TO AND SUBSCRIBED, before me on this the 20th day of March, 2020.

Municipal Court Judge

STATE OF MISSISSIPPI

COUNTY OF HARRISON

CITY OF GULFPORT

OATH OF OFFICE

Having been duly appointed and empowered by the judge of the Municipal Court in and for the City of Gulfport, Mississippi, as a Police /Deputy Court Clerk, I Amber Sumrall, do solemnly swear and affirm that I will faithfully support The Constitution of The United States and The Constitution of The State of Mississippi, and obey the laws thereof; that I am not disqualified from holding the office of Police/Deputy Court Clerk; that I will faithfully discharge the duties of the office upon which I am about to enter. So help me God.

Amber Sumrall
Police/Deputy Court Clerk

SWORN TO AND SUBSCRIBED, before me on this the 20th day of March, 2020.

Municipal Court Judge

Purchasing Department

1410 24th Avenue
Hardy Bldg., 2nd Floor
Gulfport, MS 39501
Phone: 228-868-5705
Fax: 228-868-5704

May 7, 2020

The Honorable Mayor and City Council
City of Gulfport
P.O. Box 1780
Gulfport, MS 39502

RE: **Single Source Purchase Request**
Repairs for Aerial Fire Truck

Mayor and Council Members:

Please see attached request and documentation for the single source purchase of a repairs and certification of the Aerial Fire Truck in the amount of $25,904.42 to Sunbelt Fire.

The NFPA requires the aerial ladders be tested and certified annually. Upon the annual testing by Mistras (inspection service company), they found the attached list of repairs must be completed prior to certification. Sunbelt Fire is the only vendor in the southeast region to certify this type of fire ladder truck.

It is my recommendation to approve this purchase and we thank you for your consideration.

Regards,

Connie Debenport, CPPB
Procurement Manager

Attachments

SunbeltFire
Serving you is our calling.™

ESTIMATE OF REPAIRS

Customer:	Gulfport Fire Dept.
Dealer:	Sunbelt Fire
S/O #:	133612
VIN #:	4EN3AAA8881003612
MILEAGE:	
Prepared by:	T Champagne DATE: 3/31/2020
Point of Contact:	Matt Nault 228-697-4453

	SUBLET	PARTS	LABOR	TOTAL
The following quote is a parts and labor estimate to repair or replace				$ -
items found deficient in the Aerial inspection and aerial certification				$ -
				$ -
1) Remove and rebuild the right front stabilizer cylinder found drifting		$ 1,200.00	$1,920.00	$ 3,120.00
in Aerial Certification				$ -
2) Remove and replace leaking Hydraulic Hose on Right Front Hydraulic		$ 244.94	$120.00	$ 364.94
Outrigger cylinder.				$ -
				$ -
3) Repair complaint that the body protection light constantly flashes and		$ 11,458.00	$2,520.00	$ 13,978.00
the creep mode function is on always. Furnish and install new lift cylinder				$ -
with electronic sensor to correct stated issue.				$ -
				$ -
4) Perform Tier I Aerial Inspection which includes ladder clean and lube		$ 61.70	$1,200.00	$ 1,261.70
5) Clean and lubricate all roll up door tracks			$660.00	$ 660.00
6) Replace missing screws and realign door tracks to ease operation of			$540.00	$ 540.00
roll up doors				$ -
7) Tire equalizers were adjusted to proper recommended pressures			$120.00	$ 120.00
				$ -
8) Repair complaint that intercom in the bucket doesn't work		$ 1,080.00	$720.00	$ 1,800.00
all the time				$ -
9) Repair water leaks found in aerial inspection		$ 215.27	$960.00	$ 1,175.27
10) Repair A/C unit by replacing the low side valve core found leaking		$ 105.81	$540.00	$ 645.81
along with both service ports. Recharge the system with freon.				$ -
11) Replace two Mirror Controllers		$ 357.48	$240.00	$ 597.48
12) Repair Air leaks found in inspection		$ 321.22	$1,320.00	$ 1,641.22
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Note: No Field Service charge is added. All work is priced and calculated				$ -
to be performed at the Houma Shop.				$ -
				$ -
				$ -
Field Service Charge				$ -
			GRAND TOTAL	$ 25,904.42

This is an estimate of repairs only. Sunbelt Fire Inc. reserves the right to submit for additional parts and labor charges should it be required during the actual repair process of the vehicle due to hidden or unforeseen damage.

Payment terms: Balance paid in full prior to shipment. Paint repairs may not be an exact match due to age and condition of unit.Quotation validity : 90 days from date quoted.