



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, June 2, 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 May 19, 2020.

Code Enforcement / Planning

- 2 Certificate of Resubdivision (Short Form) - correct a Scrivener's error on multiple parcels Zoned B-1 (Neighborhood Business) - located on Lorraine Road - Case # 2007PC068 - Ward 5.

Resolutions

- 3 Resolution - approving Policy of Insurance with Reunion Health Services, Inc., as Reinsurance Carrier, authorizing the Mayor to execute the same, and for related purposes.
- 4 Resolution - approving Right of Entry in favor of the Mississippi Department of Marine Resources (and others), authorizing the Mayor to execute the same, and for related purposes.

- 5 Resolution - approving selection of Michael Baker International to provide Professional Engineering Services and Agreement for Professional Services with Michael Baker International for the Quad Gate at Highway 49 and CSX Railroad Project, authorizing the Mayor (or Designee) to execute the same on behalf of the City, and for related purposes.
- 6 Resolution - approving Amendment No. 1 to the City's Contract with DNA Underground, LLC, for the Repair and Replacement Unit Price Project, authorizing the Mayor or Designee to execute said Contract Amendment, and for related purposes.
- 7 Resolution - approving Addendum No. 1 to License Agreement with Southern Light, LLC, 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 Supplemental Agreement No. 1 to Agreement with Mississippi Engineering Group for the Dedeaux Road Improvements Project Phase I Project, and for related purposes.
- 10 Resolution - approving Supplemental Agreement #2 to Contract with Pickering Firm, Inc., for Construction Engineering and Inspection Services in connection with the Courthouse Road Improvements Project, authorizing the Mayor to execute said Agreement, and for related purposes.
- 11 Resolution - approving Full and Final Settlement for Construction and Engineering on the 28th Street Improvements Project (22nd Avenue to 34th Avenue), authorizing the Mayor to execute the same, and for related purposes.
- 12 Resolution – approving/accepting Raymond James Proposal related to the Restructuring of the City's Debt, and for related purposes.
- 13 Resolution - approving and authorizing/ratifying application (program narratives/budgets) for 2019 Justice Assistance Grant, and for related purposes.
- 14 Resolution - accepting the Department of Justice COVID-19 Grant Award #2020-VD-BX-0687, authorizing the Mayor to execute any and all required Grant documents, and for related purposes.

- 15 Resolution - approving donation of in-kind services to the Gulfport School District in support of a Voluntary Character Development Program of the School District, and for related purposes.
- 16 Resolution - authorizing COVID-19 Antibody Testing as an Employee Benefit, and for related purposes.

Budget Amendments / Docket of Claims

- 17 Budget Amendment #63 - to increase line item 277-630200 - County/Local from restitution funds.
- 18 Budget Amendment #64 - to increase Federal Capital from forfeiture (276).
- 19 Budget Amendment #65 - to increase Federal Funds on Courthouse Road Project per GPRC Awards.
- 20 Docket of Claims - to be approved through June 3, 2020.

Routine Agenda

- 21 Letter - regarding bid awarded by Purchasing to Clay's Print Shop for Envelopes - Utility Billing - to be made a part of the minutes.
- 22 Letter - regarding bid awarded by Purchasing to Coastal Automotive Equipment Inc. for Rotary BL 4 Post Lift - Maintenance Garage - to be made a part of the minutes.
- 23 Letter - regarding bid awarded by Purchasing to Lyman Well Company LLC for 150HP & 75HP Premium Efficiency Vertical Turbine Hollow Shaft Motors - Public Works - to be made a part of the minutes.
- 24 Letter - regarding bid awarded by Purchasing to Sherwin Williams for Power Liner with 6" Bead Dispenser - Traffic Department - to be made a part of the minutes.
- 25 Ratification - of Easements for Beulah Church Road Sewer Project - to be made a part of the minutes.

Public Agenda

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

Council Comments

Memorial Adjournment

- **Mr. Daniel Owen**

Executive Session

Setting of Next Meeting and Adjournment



City of Gulfport, Mississippi

Minutes 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

The Mayor and Members of Council met at City Hall at 1:30 P.M., on the above date, same being an adjourned meeting from a Regular Meeting on May 5, 2020 at 1:30 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 (teleconference), Rusty Walker, Myles Sharp, R.Lee Flowers, and Cara Pucheu.

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

Agenda Order

Motion to Accept Agenda, with the following adjustments; delete items 8 and 13 at the Administration's request, and add item 14 - A - Resolution - authorizing an expenditure (via equipment in-lieu of funds) for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport, and for related purposes., Moved By Myles Sharp, Seconded by Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Presentation Agenda

- Mayor's Report

Policy Issues

Minutes

- 1 Approval of Minutes - for March 3, 2020.

Motion to Approve Minutes for March 3, 2020, Moved By Myles Sharp, **Seconded by** Cara Pucheu

Vote: Motion Carried By The Following Roll Call Vote

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

Nay: Ella Holmes-Hines

Attachment(s):

[March 3, 2020 - Minutes](#)

- 2 Approval of Minutes - for March 17, 2020.

Motion to Approve Minutes for March 17, 2020, Moved By Myles Sharp, **Seconded by** Cara Pucheu

Vote: Motion Carried By The Following Roll Call Vote

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

Nay: Ella Holmes-Hines

Attachment(s):

March 17, 2020 Minutes

- 3 Approval of Minutes - for April 7, 2020.

Motion to Approve Minutes for April 7, 2020, Moved By Myles Sharp, **Seconded by** Cara Pucheu

Vote: Motion Carried By The Following Roll Call Vote

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

Nay: Ella Holmes-Hines

Attachment(s):

April 7, 2020 Minutes

- 4 Approval of Minutes - for April 21, 2020.

Motion to Approve Minutes for April 21, 2020, Moved By Myles Sharp, **Seconded by** Cara Pucheu

Vote: Motion Carried By The Following Roll Call Vote

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

Pucheu

Nay: Ella Holmes-Hines

Attachment(s):

April 21, 2020 Minutes

- 5** Approval of Minutes - for May 5, 2020.

Motion to Approve Minutes for May 5, 2020, Moved By Myles Sharp, **Seconded by** Cara Pucheu

Vote: Motion Carried By The Following Roll Call Vote

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

Nay: Ella Holmes-Hines

Attachment(s):

May 5, 2020 Minutes

Resolutions

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

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

Vote: Motion Carried By The Following Roll Call Vote

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

Nay: Ella Holmes-Hines

Attachment(s):

Resolution - Lyman Seymour as Deputy City Clerk - Signed

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

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

Vote: Motion Carried By The Following Roll Call Vote

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

Nay: Ella Holmes-Hines

Attachment(s):

Resolution - PPM Consultants Agreement - Signed

- 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.

- Deleted -

- 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.

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

Vote: Motion Carried By The Following Roll Call Vote

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

Nay: Ella Holmes-Hines

Attachment(s):

Resolution - Ship Island Ferry Boat Terminal Full and Final Settlement - Signed

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

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

Vote: Motion Carried By The Following Roll Call Vote

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

Nay: Ella Holmes-Hines

Attachment(s):

John Deere Lease Agreement - Signed

- 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.

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

Vote: Motion Carried By The Following Roll Call Vote

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

Nay: Ella Holmes-Hines

Attachment(s):

Resolution - Landon Road (Anchor & MidSouth Rail) ED - Signed

- 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.

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

Vote: Motion Carried By The Following Roll Call Vote

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

Nay: Ella Holmes-Hines

Attachment(s):

Resolution - HIDTA Accept and Approve - Signed

- 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.

- Deleted -

- 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.

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

Vote: Motion Carried By The Following Roll Call Vote

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

Nay: Ella Holmes-Hines

Attachment(s):

Resolution - COVID - Extension #4 - Signed

- 14 – A** Resolution - authorizing an expenditure (via equipment in-lieu of funds) for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport, and for related purposes.

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

Vote: Motion Carried By The Following Roll Call Vote

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

Nay: Ella Holmes-Hines

Attachment(s):

Resolution - Advertising - MHG - Stage - Signed

Budget Amendments / Docket of Claims

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

Motion to Approve Budget Amendment #61, Moved By Myles Sharp, **Seconded by** Cara Pucheu

Vote: Motion Carried By The Following Roll Call Vote

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

Nay: Ella Holmes-Hines

Attachment(s):

[BAPW - transfer to fund CIPP Lining at Roxbury Estates - 5-8-2020 Budget Amendments - FYE 2020 - 61](#)

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

Motion to Approve Budget Amendment #62, Moved By Myles Sharp, **Seconded by** Cara Pucheu

Vote: Motion Carried By The Following Roll Call Vote

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

Nay: Ella Holmes-Hines

Attachment(s):

[May 8th \(signed\) Budget Amendments - FYE 2020 - 62](#)

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

Motion to Approve Docket of Claims, in the amount of \$1,701,707.78, Moved By Myles Sharp, **Seconded by** Cara Pucheu

Vote: Motion Carried By The Following Roll Call Vote

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

Nay: Ella Holmes-Hines

Attachment(s):

Resolution - Docket of Claims - Signed

[Docket](#)

[Docket by Vendor](#)

[Docket by Org-Obj-Proj](#)

Routine Agenda

Motion to Approve Routine Agenda, as presented, Moved By Myles Sharp, Seconded by Cara Pucheu

Vote: Motion Carried By The Following Roll Call Vote

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

Nay: Ella Holmes-Hines

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

Attachment(s):

[Memo - Associated Adjusters](#)

[Associated Adjusters Check Registers - April 2020](#)

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

Attachment(s):

[Memorandum -Payroll Journals](#)

[Bi-Weekly Payroll Report - April 2020](#)

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

Attachment(s):

[Privilege License Report - April 2020](#)

- 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.

Attachment(s):

[Memo - Cart Path Overlay Phase I](#)

[Cart Path Overlay Phase 1 - Tab Sheet](#)

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

Attachment(s):

[Easement - Thomas - Recorded](#)

[Easement - Blacklidge - Recorded](#)

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

Attachment(s):

[Executive Order No. 7 - May 5, 2020](#)

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

Attachment(s):

[Executive Order No. 8 - May 8, 2020](#)

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

Attachment(s):

[Oath of Office - Kandi Brown](#)

[Oath of Office - Shauna Miller](#)

[Oath of Office - Amber Sumrall](#)

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

Attachment(s):

[Aerial Ladder Truck Repairs & Certification - Sunbelt Fire](#)

Public Agenda

Council Comments

Memorial Adjournment

Mr. Ritchie Moffett

Mrs. Bobbye Wills

Mr. Calvin Johnson

Mr. John Bogles

Mr. Lewis Alexander

Rev. Nathaniel Miskell

Mr. Steve "June Boy" Hunter, III

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 1:52 P.M., 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, Cara Pucheu

The Council entered Closed Session at 1:52 P.M. In attendance: Councilmembers: Kenneth Casey, Ron Roland, Ella Holmes-Hines (teleconference), Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu, Mayor Billy Hewes, CAO Dr. John Kelly, General Counsel Hugh Keating, City Attorney Jeff Bruni, and Clerk of Council Brittany Rodgers.

Motion to Exit Closed Session at 1:53 P.M., Moved By Myles Sharp, Seconded by Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote

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

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 1:53 P.M. for strategy discussion involving litigation associated with the City's claim in the BP Oil Spill proceedings; and Strategy discussion involving pending litigation involving Jay Bearden Construction Co., Inc., Moved By R.Lee Flowers, Seconded by Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

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

The Council entered Executive Session at 1:54 P.M. In attendance: Councilmembers: Kenneth Casey, Ron Roland, Ella Holmes-Hines (teleconference), Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu Mayor Billy Hewes, CAO Dr. John Kelly, General Counsel Hugh Keating, City Attorney Jeff Bruni, Attorney Mariano Barvie (out at 2:12 P.M.), Director of Engineering Kris Riemann (in at 2:12 P.M.), and Clerk of Council Brittany Rodgers.

Motion to Exit Executive Session at 2:31 P.M., Moved By Cara Pucheu, Seconded by Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote

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

No official action was taken during Executive Session.

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

Motion to authorize and approve settlement of the City's claims associated with the Haliburton Energy Services, Inc. ("HESI") / Transocean settlement funds (emanating from the 2010 oil spill in the Gulf of Mexico on the BP-operated Macondo Prospect (Deepwater Horizon drilling rig disaster)), identified as Claim No. 5F8E5CD689 in these proceedings, to include acceptance of settlement funds to come from a formula established by the Claims Administrator, and waiver of any appeals associated with this settlement/proceedings; to authorize the Mayor to execute whatever documents are necessary to effectuate this resolution and settlement; and to authorize the City's Attorneys to do whatever further or additional acts are necessary to effectuate this resolution, including dismissal or withdrawal of any legal proceedings or claims on the City's behalf, all with the understanding that nothing done in connection with this will waive or nullify any of the City's rights, claims, interests, defenses, and title to or associated with any of these properties or areas, Moved By Myles Sharp, Seconded by Cara Pucheu

Vote: Motion Carried By The Following Roll Call Vote

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

Pucheu

Nay: Ella Holmes-Hines

Setting of Next Meeting and Adjournment

There being no further business to come before the Council at this time, Motion to Adjourn in memory of Mr. Ritchie Moffett, Mrs. Bobbye Wills, Mr. Calvin Johnson, Mr. John Bogles, Mr. Lewis Alexander, Rev. Nathaniel Miskell, and Mr. Steve "June Boy" Hunter, III, until June 2, 2020 at 1:30 P.M. for a Regular Council Meeting, Moved By Cara, Seconded by Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

City Clerk

Mayor

Agenda Adjustments

- 14 – A** Resolution - authorizing an expenditure (via equipment in-lieu of funds) for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport, and for related purposes.

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Gregory Holmes, Planning Administrator
Urban Development Department

Date: May 22, 2020

Re: **Short-form Resubdivision Case 2007PC068:**

Subject: Scrivener's correction of tax parcel numbers 1010D-01-001.002, 1010D-01-001.010, 1010D-01-001.003, 1010D-01-001.011, 1010D-01-001.005, 1010D-01-001.008

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

Please place the attached item on the Council agenda for June 2, 2020.

Prepared by:

Alfred R. Koenenn
Perry, Murr, Teel & Koenenn
Post Office Box 7158
Gulfport, MS 39506
(228)896-0020
State Bar #4237

Return to:

Alfred R. Koenenn
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(228)896-0020
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Indexing information: NE 1/4 of NW 1/4 of Section 30, Township 7 South, Range 10 West

AFFIDAVIT OF SCRIVENER'S ERROR

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Clifford A. Crosby, who, being by me first duly sworn stated on his oath, pursuant to Section 89-5-8, Mississippi Code of 1972, as follows:

1. Deponent is a surveyor that was responsible for preparation of the Subdivision Plat for Bridgewater Center Subdivision that is recorded in Instrument No. 2013 556 D-J1 in the office of the Chancery Clerk of Harrison County, Mississippi.
2. The property owners for the subject property contained in said Subdivision Plat are as follows:

Lot 1: BOV, Enterprises, LLC
Lot 2: PWH Holdings, LLC
Lot 3: Pelican Homes, LLC
Lot 4: Mamie Street Properties, LLC
Lot 5: Mamie Street Properties, LLC

Lot 6: Pelican Homes, LLC
Lot 7: Pelican Homes, LLC
Lot 8: 5 P Holdings, LLC

3. The purpose of this Affidavit is to correct the easement description in Survey dated November 13, 2012 and recorded in the plat as follows:

Page 3 of 8 of the Bridgewater Center resubdivision contains a scrivener's error as more fully identified in Paragraph 5 below. Also, although the bearings detailed in Paragraphs 1 through 4, below, were not in error, I made the revisions set forth herein so that the legal description would track the survey. Exhibit "A" is page 3 of the existing recorded plat with the items to be revised highlighted, and Exhibit "B" is page 3 of the revised plat.

EASEMENT NO. 1

1. The legal description identified the correct call of N10°30'36"W 343.32', but the survey depiction showed S10°30'36"E 343.32'. (See Exhibit "A"). The survey has been revised to reflect N10°30'36"W 343.32'. (See Exhibit "B").
2. The legal description identified the correct call of N15°45'09"W 550.99', but the survey depiction showed S15°45'09"E 550.99'. (See Exhibit "A"). The survey has been revised to reflect N15°45'09"W 550.99'. (See Exhibit "B").
3. The survey depiction correctly identified the call of N79°26'06"E 38.83', but the legal description showed S79°26'06"W 38.83'. (See Exhibit "A"). The legal description has been revised to reflect N79°26'06"E 38.83', consistent with the survey drawing. (See Exhibit "B").
4. The legal description identified the correct call of N19°50'13"W 30.02', but the survey showed S19°50'13"E 30.02'. (See Exhibit "A"). I added N19°50'13"W 30.02' to the survey to clearly show the direction. (See Exhibit "B").

As mentioned above, the foregoing revisions do not substantively alter the plat, but are made to reflect consistency between the written legal description and the survey drawing.

EASEMENT NO. 2

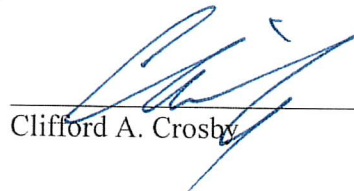
5. The legal description identified the correct call of $S00^{\circ}22'38''E$, but with an error in the distance, noting it to be 104.64', instead of 109.37' as correctly reflected on the survey. The legal description was corrected to read 109.37', consistent with the survey. Although this was previously correct on the survey depiction, and only the written legal description is corrected, there are no lot lines affected by this correction.

EASEMENT ON PARCEL 2

On Page 4 of 8 of the Bridgewater Center resubdivision, there is a scrivener's error in the legal description of the perpetual ingress and egress easement for Parcel 2. Specifically, the call of $S76^{\circ}06'42''W$ (5th line from the bottom), should read $S72^{\circ}06'42''W$. Page 4, in the form recorded, is attached as Exhibit "C," with the corrected Page 4 attached as Exhibit "D," both of which are highlighted to show the change.

Exhibit "E" is a clean copy (without highlights) of Exhibits "B" and "D."

This Affidavit shall be Notice to all persons of the error(s) and the correction thereof, described hereinabove, immediately upon recording in the land records of Harrison County, Mississippi.



Clifford A. Crosby

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY came and appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named, CLIFFORD A. CROSBY who acknowledged to and before me that he signed and delivered the above and foregoing Affidavit of Scrivener's Error on the day and year therein mentioned.

GIVEN under my hand and official seal of office, this the 19th day of May, 2020.

Jennifer L. Taylor
Notary Public

My Commission Expires:

June 5, 2020



Existing

A RESUBDIVISION OF A 213,602.76 SQUARE FEET OR 4.904 ACRE PARCEL, KNOWN AS TRACT 2, INSTRUMENT NO. 2007-0003973-D-J1, SITUATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 10 WEST, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, CITY OF GULFPORT, MISSISSIPPI, INTO PARCELS "1", "2", "3", "4", "5", "6", "7" AND "8". SAID PARCEL BEING REFERRED TO AS TAX PARCEL NO. 1010D-01-002.000, ADDRESS- COWAN-LORRAINE ROAD

LEGAL DESCRIPTION: EASEMENT NO. 1

A PERPETUAL EASEMENT SITUATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30; THENCE 500°00'26"E 18.70' TO AN IRON ROD FOUND ON THE SOUTH MARGIN OF TAYLOR ROAD; THENCE ALONG SAID SOUTH MARGIN OF TAYLOR ROAD, S88°14'14"W 736.06' TO AN IRON PIPE FOUND AT THE NORTHEAST CORNER OF PROPERTY OF WINGFIELD PROPERTIES, LLC; THENCE ALONG THE EAST LINE OF SAID PROPERTY, 500°31'35"E 184.40' TO AN IRON ROD LOCATED AT THE SOUTHEAST PROPERTY CORNER OF PROPERTY OF WINGFIELD PROPERTIES, LLC; THEN ALONG THE SOUTH MARGIN OF PROPERTY OF WINGFIELD PROPERTIES, LLC S88°36'45"E 15.00' TO THE POINT OF BEGINNING; THENCE S00°22'38"E 849.43'; THENCE S79°26'06"W 112.49'; THENCE N10°30'36"W 343.32'; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 2956.81' AND AN ARC LENGTH OF 551.79', TO A POINT BEING N15°45'09"W 550.99'; THENCE N89°36'27"E 66.18'; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 3018.81' AND AN ARC LENGTH OF 539.90', TO A POINT BEING S15°31'52"E 539.18'; THENCE S10°30'36"E 323.21'; THENCE S79°26'06"W 38.83'; THENCE N00°22'38"W 135.14'; THENCE S79°26'06"W 5.08'; THENCE N00°22'38"W 559.88'; THENCE N19°50'13"W 30.02'; THENCE N00°22'38"W 109.37'; THENCE N89°36'27"E 30.00' TO THE POINT OF BEGINNING, CONTAINING 73,439.61 SQUARE FEET OR 1.686 ACRES.

LEGAL DESCRIPTION: EASEMENT NO. 2

A PERPETUAL EASEMENT SITUATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30; THENCE 500°00'26"E 18.70' TO AN IRON ROD FOUND ON THE SOUTH MARGIN OF TAYLOR ROAD; THENCE ALONG SAID SOUTH MARGIN OF TAYLOR ROAD, S88°14'14"W 736.06' TO AN IRON PIPE FOUND AT THE NORTHEAST CORNER OF PROPERTY OF WINGFIELD PROPERTIES, LLC; THENCE ALONG THE EAST LINE OF SAID PROPERTY, 500°31'35"E 184.40' TO AN IRON ROD FOUND; THENCE S89°36'27"W 30.00'; THENCE S00°22'38"E 104.64' TO THE POINT OF BEGINNING; THENCE S19°50'13"E 30.02'; THENCE S72°06'42"W 175.90'; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 3018.81' AND AN ARC LENGTH OF 30.00', TO A POINT BEING N17°07'41"W 30.00'; THENCE N72°06'42"E 174.48' TO THE POINT OF BEGINNING, CONTAINING 5,254.83 SQUARE FEET OR 0.121 ACRE.

SURVEYOR'S CERTIFICATE

I, CLIFFORD A. CROSBY, PROFESSIONAL LAND SURVEYOR IN AND FOR THE STATE OF MISSISSIPPI, DO HEREBY CERTIFY THAT THE FOREGOING PLAT AND DESCRIPTIONS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT ALL MONUMENTS SHOWN ON THIS SURVEY ACTUALLY EXIST AS LOCATED AND THAT ALL DIMENSIONAL AND OTHER DATA SHOWN ARE CORRECT. I ALSO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARDS FOR LAND SURVEYING IN THE STATE OF MISSISSIPPI".

WITNESS MY SIGNATURE AND SEAL THIS 13th DAY OF NOVEMBER, 2012.

CLIFFORD A. CROSBY, P.L.S. #2539

CLIENTS: FERDINAND B. WALKER AND FERDINAND B. WALKER, IV
DATE OF FIELD SURVEY: 9/31/2012
DRAWN BY: CAC
JOB NUMBER: 12089.dwg

PREPARED BY:

CLIFFORD A. CROSBY

716 LIVE OAK DRIVE
BILOXI, MS 39532 PHONE: 228-234-1649

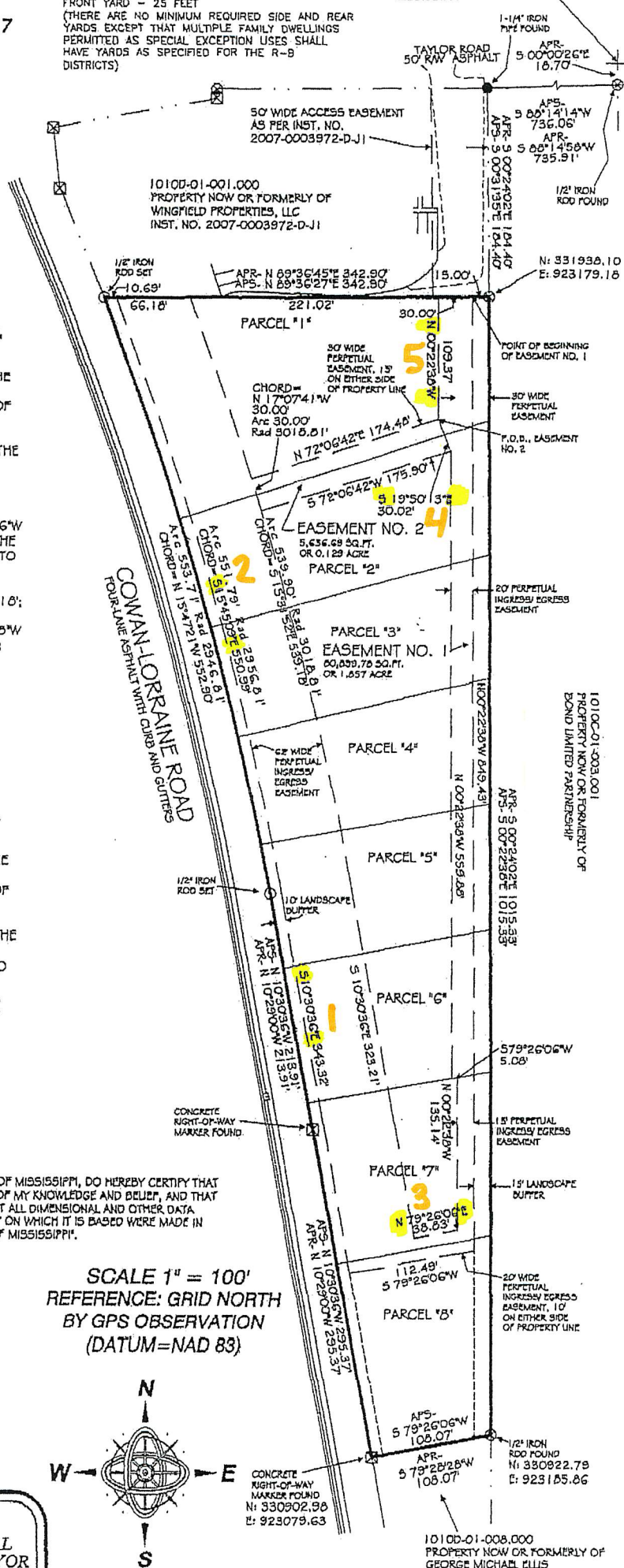
PROFESSIONAL
LAND SURVEYOR

MINIMUM BUILDING SETBACKS:

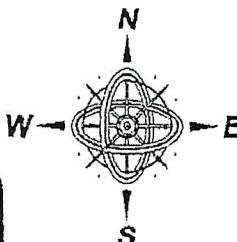
THIS PARCEL OF LAND IS LOCATED IN A ZONE B-1 NEIGHBORHOOD BUSINESS DISTRICT AS PER CITY OF GULFPORT ONLINE ATLAS.

FRONT YARD - 25 FEET
(THERE ARE NO MINIMUM REQUIRED SIDE AND REAR YARDS EXCEPT THAT MULTIPLE FAMILY DWELLINGS PERMITTED AS SPECIAL EXCEPTION USES SHALL HAVE YARDS AS SPECIFIED FOR THE R-8 DISTRICTS)

POINT OF COMMENCEMENT, THE NORTHEAST CORNER OF THE WEST HALF OF THE NW 1/4 OF THE NE 1/4 OF SECTION 30, T7S, R10W, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI



SCALE 1" = 100'
REFERENCE: GRID NORTH
BY GPS OBSERVATION
(DATUM=NAD 83)



SHEET 3 OF 8

EXHIBIT

"A"

Revised

A RESUBDIVISION OF A 213,602.76 SQUARE FEET OR 4.904 ACRE PARCEL, KNOWN AS TRACT 2, INSTRUMENT NO. 2007-0003973-D-J1, SITUATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 10 WEST, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, CITY OF GULFPORT, MISSISSIPPI, INTO PARCELS "1", "2", "3", "4", "5", "6", "7" AND "8". SAID PARCEL BEING REFERRED TO AS TAX PARCEL NO. 1010D-01-002.000, ADDRESS-COWAN-LORRAINE ROAD

LEGAL DESCRIPTION: EASEMENT NO. 1

A PERPETUAL EASEMENT SITUATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30; THENCE S00°00'26"E 10.70' TO AN IRON ROD FOUND ON THE SOUTH MARGIN OF TAYLOR ROAD; THENCE ALONG SAID SOUTH MARGIN OF TAYLOR ROAD, S88°14'14"W 736.06' TO AN IRON PIPE FOUND AT THE NORTHEAST CORNER OF PROPERTY OF WINGFIELD PROPERTIES, LLC; THENCE ALONG THE EAST LINE OF SAID PROPERTY, S00°31'35"E 184.40' TO AN IRON ROD LOCATED AT THE SOUTHEAST PROPERTY CORNER OF PROPERTY OF WINGFIELD PROPERTIES, LLC; THEN ALONG THE SOUTH MARGIN OF PROPERTY OF WINGFIELD PROPERTIES, LLC S89°36'45"W 15.00' TO THE POINT OF BEGINNING; THENCE S00°22'38"E 849.43'; THENCE S79°26'06"W 112.49'; THENCE N10°30'36"W 343.32'; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 2956.81' AND AN ARC LENGTH OF 551.79', TO A POINT BEING N15°45'09"W 550.99'; THENCE N69°36'27"E 66.18'; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 3018.81' AND AN ARC LENGTH OF 539.90', TO A POINT BEING S15°31'52"E 539.18'; THENCE S10°30'36"E 323.21'; THENCE N79°26'06"E 38.83'; THENCE N00°22'38"W 135.14'; THENCE S79°26'06"W 5.08'; THENCE N00°22'38"W 559.88'; THENCE N19°50'13"W 30.02'; THENCE N00°22'38"W 109.37'; THENCE N69°36'27"E 30.00' TO THE POINT OF BEGINNING, CONTAINING 73,439.61 SQUARE FEET OR 1.686 ACRES.

LEGAL DESCRIPTION: EASEMENT NO. 2

A PERPETUAL EASEMENT SITUATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30; THENCE S00°00'26"E 10.70' TO AN IRON ROD FOUND ON THE SOUTH MARGIN OF TAYLOR ROAD; THENCE ALONG SAID SOUTH MARGIN OF TAYLOR ROAD, S88°14'14"W 736.06' TO AN IRON PIPE FOUND AT THE NORTHEAST CORNER OF PROPERTY OF WINGFIELD PROPERTIES, LLC; THENCE ALONG THE EAST LINE OF SAID PROPERTY, S00°31'35"E 184.40' TO AN IRON ROD FOUND; THENCE S89°36'27"W 45.00'; THENCE S00°22'38"E 109.37' TO THE POINT OF BEGINNING; THENCE S19°50'13"E 30.02'; THENCE S72°06'42"W 175.90'; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 3018.81' AND AN ARC LENGTH OF 30.00', TO A POINT BEING N17°07'41"W 30.00'; THENCE N72°06'42"E 174.48' TO THE POINT OF BEGINNING, CONTAINING 5,254.83 SQUARE FEET OR 0.121 ACRE.

SURVEYOR'S CERTIFICATE

I, CLIFFORD A. CROSBY, PROFESSIONAL LAND SURVEYOR IN AND FOR THE STATE OF MISSISSIPPI, DO HEREBY CERTIFY THAT THE FOREGOING PLAT AND DESCRIPTIONS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT ALL MONUMENTS SHOWN ON THIS SURVEY ACTUALLY EXIST AS LOCATED AND THAT ALL DIMENSIONAL AND OTHER DATA SHOWN ARE CORRECT. I ALSO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARDS FOR LAND SURVEYING IN THE STATE OF MISSISSIPPI".

WITNESS MY SIGNATURE AND SEAL THIS 11th DAY OF MAY, 2020.

CLIFFORD A. CROSBY, P.L.S. #2539

CLIENTS: PERRY, MURR,
TEEL & KOENENN
DATE OF FIELD SURVEY:
9/31/2012
DRAWN BY: CAC
JOB NUMBER: 12089.dwg

PREPARED BY:

CLIFFORD A. CROSBY

716 LIVE OAK DRIVE
BILOXI, MS 39532 PHONE: 228-234-1649

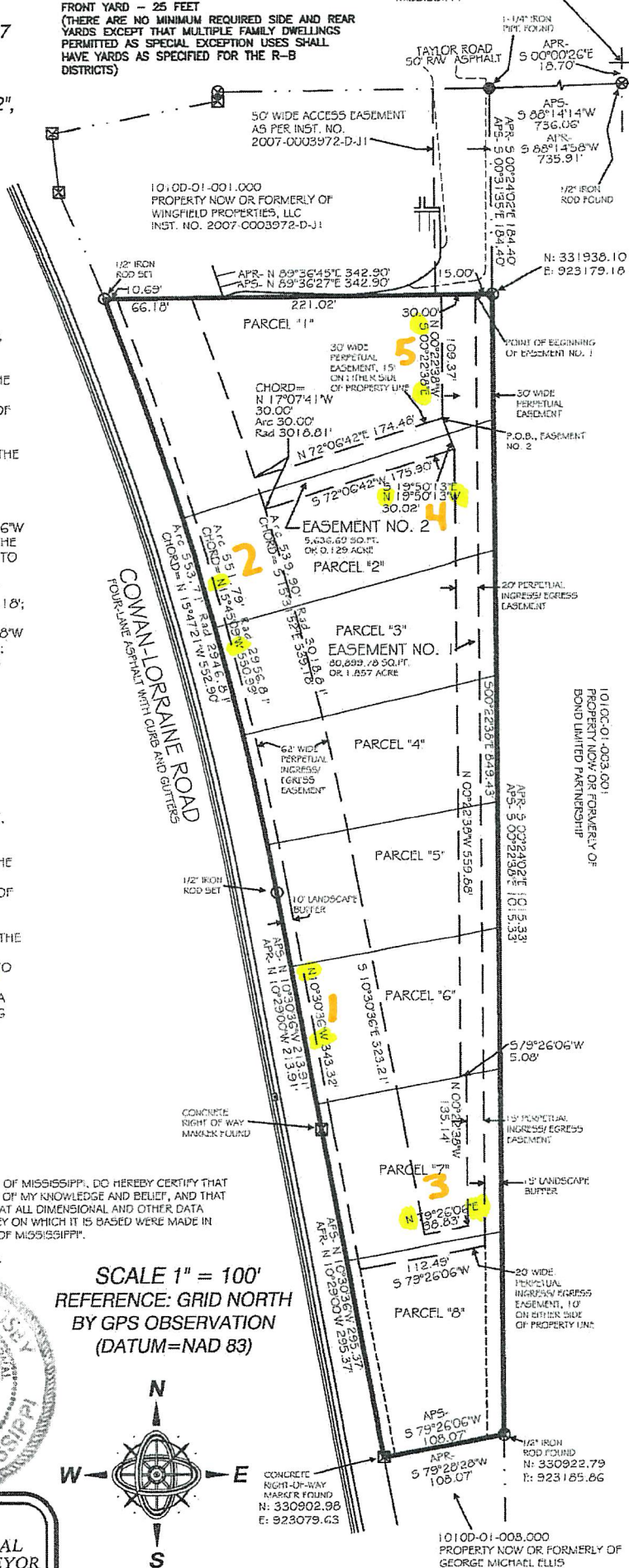
PROFESSIONAL
LAND SURVEYOR

MINIMUM BUILDING SETBACKS:

THIS PARCEL OF LAND IS LOCATED IN A ZONE B-1 NEIGHBORHOOD BUSINESS DISTRICT AS PER CITY OF GULFPORT ONLINE ATLAS.

FRONT YARD - 25 FEET
(THERE ARE NO MINIMUM REQUIRED SIDE AND REAR YARDS EXCEPT THAT MULTIPLE FAMILY DWELLINGS PERMITTED AS SPECIAL EXCEPTION USES SHALL HAVE YARDS AS SPECIFIED FOR THE R-B DISTRICTS)

POINT OF COMMENCEMENT, THE NORTHEAST CORNER OF THE WEST HALF OF THE NW 1/4 OF THE NE 1/4 OF SECTION 30, T7S, R10W, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI



SHEET 3 OF 8

EXHIBIT

"B"

Existing

GENERAL NOTES:

1.) THIS SURVEY WAS PREPARED FROM INFORMATION PROVIDED BY CLIENT, WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT.

2.) THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE "X500" ACCORDING TO MAP NUMBER 2804ZC02676 DATED JUNE 16, 2009.

3.) BEARINGS SHOWN HEREON ARE DERIVED BY: GRID NORTH BY GPS OBSERVATION. ALL LINES RELATIVE TO.

4.) THIS SURVEY MEETS MISSISSIPPI MINIMUM REQUIREMENTS FOR A CLASS "B" SURVEY.

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

6.) A COPY OF THIS PLAT IS VALID ONLY IF IT IS COMPLETE AND INTACT, HAS AN ORIGINAL SIGNATURE AND DATE, AND HAS THE ORIGINAL EMBOSSED OR COLORED (NOT BLACK) STAMPED SURVEYOR'S SEAL.

A RESUBDIVISION OF A 213,602.76 SQUARE FEET OR 4.904 ACRE PARCEL, KNOWN AS TRACT 2, INSTRUMENT NO. 2007-0003973-D-J1, SITUATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 10 WEST, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, CITY OF GULFPORT, MISSISSIPPI, INTO PARCELS "1", "2", "3", "4", "5", "6", "7" AND "8". SAID PARCEL BEING REFERRED TO AS TAX PARCEL NO. 1010D-01-002.000, ADDRESS- COWAN-LORRAINE ROAD

BOUNDARY NOTE:

BOUNDARY SURVEYS ARE BASED UPON THE RECORDED SUBDIVISION PLAT IN CASES OF REGULAR SUBDIVISIONS LOTS. BOUNDARY SURVEYS OF PROPERTIES NOT A PART OF A REGULAR SUBDIVISION ARE BASED UPON TITLE INFORMATION PROVIDED BY THE PARTY REQUESTING THE SURVEY. BOUNDARY SURVEY PLATS REFLECT INFORMATION DISCOVERED BY THE SURVEYOR IN THE NORMAL COURSE OF WORK AND DOES NOT NECESSARILY SHOW EVERY POSSIBLE CONDITION AFFECTING THE PROPERTY. EASEMENTS, SERVITUDES, BUILDING ORDINANCES, ZONING, AND OTHER LEGAL ENCUMBERMENTS MAY EXIST. CONSULT A TITLE ATTORNEY IF YOU WISH TO DISCOVER ALL THE LEGAL ENCUMBERMENTS ATTACHED TO ANY PROPERTY.

LEGAL DESCRIPTIONS OF PARCELS CREATED BY THIS SUBDIVISION:

LEGAL DESCRIPTION: PARCEL "1", AS PER SURVEY DIMENSIONS

A PARCEL OF LAND SITUATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30; THENCE 500°00'26"E 18.70' TO AN IRON ROD FOUND ON THE SOUTH MARGIN OF TAYLOR ROAD; THENCE ALONG SAID SOUTH MARGIN OF TAYLOR ROAD, 588°14'14"W 736.06' TO AN IRON PIPE FOUND AT THE NORTHEAST CORNER OF PROPERTY OF WINGFIELD PROPERTIES, LLC; THENCE ALONG THE EAST LINE OF SAID PROPERTY, 500°31'35"E 184.40' TO AN IRON ROD FOUND AT THE POINT OF BEGINNING; THENCE 500°22'38"E 110.91'; THENCE 572°06'42"W 289.10' TO THE EAST MARGIN OF COWAN-LORRAINE ROAD; THENCE ALONG A CURVE OF SAID EAST MARGIN TO THE LEFT, HAVING A RADIUS OF 2946.81' AND AN ARC LENGTH OF 208.95', TO AN IRON ROD AT THE SOUTHWEST CORNER OF SAID PROPERTY OF WINGFIELD PROPERTIES, LLC, BEING N19°08'27"W 208.91'; THENCE ALONG THE SOUTH LINE OF SAID PROPERTY, N89°36'27"E 342.90' TO THE POINT OF BEGINNING, CONTAINING 1.124 ACRE OR 48,948.01 SQUARE FEET.

HEREIN DESCRIBED PROPERTY BEING SUBJECT TO A PERPETUAL INGRESS/ EGRESS EASEMENT FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30; THENCE 500°00'26"E 18.70' TO AN IRON ROD FOUND ON THE SOUTH MARGIN OF TAYLOR ROAD; THENCE ALONG SAID SOUTH MARGIN OF TAYLOR ROAD, 588°14'14"W 736.06' TO AN IRON PIPE FOUND AT THE NORTHEAST CORNER OF PROPERTY OF WINGFIELD PROPERTIES, LLC; THENCE ALONG THE EAST LINE OF SAID PROPERTY, 500°31'35"E 184.40' TO AN IRON ROD FOUND AT THE SOUTHEAST PROPERTY CORNER OF PROPERTY OF WINGFIELD PROPERTIES, LLC; THENCE ALONG THE SOUTH MARGIN OF PROPERTY OF WINGFIELD PROPERTIES, LLC 589°36'45"W 15.00' TO THE POINT OF BEGINNING; THENCE 500°22'38"E 115.64'; THENCE 576°06'42"W 263.37'; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 2956.81' AND AN ARC LENGTH OF 205.73', TO A POINT ON THE SOUTH MARGIN OF WINGFIELD PROPERTIES, LLC BEING N19°06'20"W 205.69'; THENCE ALONG SAID SOUTH MARGIN N89°36'27"E 66.18'; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 3018.81' AND AN ARC LENGTH OF 170.80', BEING S19°02'01"E 170.78'; THENCE N72°06'42"E 174.48'; THENCE N00°22'38"W 109.37'; THENCE N89°36'27"E 30.00' TO THE POINT OF BEGINNING, CONTAINING 0.421 ACRES OR 18,331.08 SQUARE FEET.

LEGAL DESCRIPTION: PARCEL "2", AS PER SURVEY DIMENSIONS

A PARCEL OF LAND SITUATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30; THENCE 500°00'26"E 18.70' TO AN IRON ROD FOUND ON THE SOUTH MARGIN OF TAYLOR ROAD; THENCE ALONG SAID SOUTH MARGIN OF TAYLOR ROAD, 588°14'14"W 736.06' TO AN IRON PIPE FOUND AT THE NORTHEAST CORNER OF PROPERTY OF WINGFIELD PROPERTIES, LLC; THENCE ALONG THE EAST LINE OF SAID PROPERTY, 500°31'35"E 184.40' TO AN IRON ROD FOUND; THENCE 500°22'38"E 110.91' TO THE POINT OF BEGINNING; THENCE 500°22'38"E 118.62'; THENCE 574°51'10"W 256.79' TO THE EAST MARGIN OF COWAN-LORRAINE ROAD; THENCE ALONG A CURVE OF SAID EAST MARGIN TO THE LEFT, HAVING A RADIUS OF 2946.81' AND AN ARC LENGTH OF 100.89', TO A POINT BEING N16°07'52"W 100.89'; THENCE N72°06'42"E 289.10' TO THE POINT OF BEGINNING, CONTAINING 0.672 ACRE OR 29,273.56 SQUARE FEET.

HEREIN DESCRIBED PROPERTY BEING SUBJECT TO A PERPETUAL INGRESS/ EGRESS EASEMENT FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30; THENCE 500°00'26"E 18.70' TO AN IRON ROD FOUND ON THE SOUTH MARGIN OF TAYLOR ROAD; THENCE ALONG SAID SOUTH MARGIN OF TAYLOR ROAD, 588°14'14"W 736.06' TO AN IRON PIPE FOUND AT THE NORTHEAST CORNER OF PROPERTY OF WINGFIELD PROPERTIES, LLC; THENCE ALONG THE EAST LINE OF SAID PROPERTY, 500°31'35"E 184.40' TO AN IRON ROD LOCATED AT THE SOUTHEAST PROPERTY CORNER OF PROPERTY OF WINGFIELD PROPERTIES, LLC; THENCE ALONG THE SOUTH MARGIN OF PROPERTY OF WINGFIELD PROPERTIES, LLC 589°36'45"W 15.00'; THENCE 500°22'38"E 115.64' TO THE POINT OF BEGINNING; THENCE 500°22'38"E 117.84'; THENCE 574°51'10"W 20.68'; THENCE N00°22'38"W 101.07'; THENCE 576°06'42"W 175.90'; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 3018.81' AND AN ARC LENGTH OF 89.33', TO A POINT BEING S15°49'44"E 89.33'; THENCE 574°51'10"W 62.00'; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 2956.81' AND AN ARC LENGTH OF 101.37', TO A POINT BEING N16°07'48"W 101.36'; THENCE N72°06'42"E 263.37' TO THE POINT OF BEGINNING, CONTAINING 0.262 ACRES OR 11,395.25 SQUARE FEET.

PREPARED BY:

CLIFFORD A. CROSBY

716 LIVE OAK DRIVE

BILOXI, MS 39532 PHONE: 228-234-1649

PROFESSIONAL
LAND SURVEYOR

CLIENTS: FERDINAND B. WALKER AND
FERDINAND B. WALKER, IV
DATE OF FIELD SURVEY: 9/31/2012
DRAWN BY: CAG
JOB NUMBER: 12089.dwg

SHEET 4 OF 8

EXHIBIT

"C"

Revised

GENERAL NOTES:

- 1.) THIS SURVEY WAS PREPARED FROM INFORMATION PROVIDED BY CLIENT, WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT.
- 2.) THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE "X500" ACCORDING TO MAP NUMBER 28047C0267G DATED JUNE 16, 2009.
- 3.) BEARINGS SHOWN HEREON ARE DERIVED BY: GRID NORTH BY GPS OBSERVATION. ALL LINES RELATIVE TO.
- 4.) THIS SURVEY MEETS MISSISSIPPI MINIMUM REQUIREMENTS FOR A CLASS "B" SURVEY.
- 5.) THIS SURVEY AND PLAT WERE PREPARED ONLY FOR THE CLIENT NAMED HEREON AND NO THIRD PARTY CERTIFICATION IS EXPRESSED OR IMPLIED.
- 6.) A COPY OF THIS PLAT IS VALID ONLY IF IT IS COMPLETE AND INTACT, HAS AN ORIGINAL SIGNATURE AND DATE, AND HAS THE ORIGINAL EMBOSSED OR COLORED (NOT BLACK) STAMPED SURVEYOR'S SEAL.

LEGAL DESCRIPTIONS OF PARCELS CREATED BY THIS SUBDIVISION:
LEGAL DESCRIPTION: PARCEL "1", AS PER SURVEY DIMENSIONS

A PARCEL OF LAND SITUATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30; THENCE 500°00'26"E 18.70' TO AN IRON ROD FOUND ON THE SOUTH MARGIN OF TAYLOR ROAD; THENCE ALONG SAID SOUTH MARGIN OF TAYLOR ROAD, S88°14'14"W 736.06' TO AN IRON PIPE FOUND AT THE NORTHEAST CORNER OF PROPERTY OF WINGFIELD PROPERTIES, LLC; THENCE ALONG THE EAST LINE OF SAID PROPERTY, 500°31'35"E 184.40' TO AN IRON ROD FOUND AT THE POINT OF BEGINNING; THENCE 500°22'38"E 110.91'; THENCE S72°06'42"W 289.10' TO THE EAST MARGIN OF COWAN-LORRAINE ROAD; THENCE ALONG A CURVE OF SAID EAST MARGIN TO THE LEFT, HAVING A RADIUS OF 2946.81' AND AN ARC LENGTH OF 208.95', TO AN IRON ROD AT THE SOUTHWEST CORNER OF SAID PROPERTY OF WINGFIELD PROPERTIES, LLC, BEING N19°08'27"W 208.91'; THENCE ALONG THE SOUTH LINE OF SAID PROPERTY, N89°36'27"E 342.90' TO THE POINT OF BEGINNING, CONTAINING 1.124 ACRE OR 48,948.01 SQUARE FEET.

HEREIN DESCRIBED PROPERTY BEING SUBJECT TO A PERPETUAL INGRESS/ EGRESS EASEMENT FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30; THENCE 500°00'26"E 18.70' TO AN IRON ROD FOUND ON THE SOUTH MARGIN OF TAYLOR ROAD; THENCE ALONG SAID SOUTH MARGIN OF TAYLOR ROAD, S88°14'14"W 736.06' TO AN IRON PIPE FOUND AT THE NORTHEAST CORNER OF PROPERTY OF WINGFIELD PROPERTIES, LLC; THENCE ALONG THE EAST LINE OF SAID PROPERTY, 500°31'35"E 184.40' TO AN IRON ROD LOCATED AT THE SOUTHEAST PROPERTY CORNER OF PROPERTY OF WINGFIELD PROPERTIES, LLC; THENCE ALONG THE SOUTH MARGIN OF PROPERTY OF WINGFIELD PROPERTIES, LLC S89°36'45"W 15.00' TO THE POINT OF BEGINNING; THENCE 500°22'38"E 115.64'; THENCE S72°06'42"W 263.37'; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 2956.81' AND AN ARC LENGTH OF 205.73', TO A POINT ON THE SOUTH MARGIN OF WINGFIELD PROPERTIES, LLC BEING N19°06'20"W 205.69'; THENCE ALONG SAID SOUTH MARGIN N89°36'27"E 66.18'; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 3018.81' AND AN ARC LENGTH OF 170.80', BEING 519°02'01"E 170.78'; THENCE N72°06'42"E 174.48'; THENCE N00°22'38"W 109.37'; THENCE N89°36'27"E 30.00' TO THE POINT OF BEGINNING, CONTAINING 0.421 ACRES OR 18,331.08 SQUARE FEET .

LEGAL DESCRIPTION: PARCEL "2", AS PER SURVEY DIMENSIONS

A PARCEL OF LAND SITUATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30; THENCE 500°00'26"E 18.70' TO AN IRON ROD FOUND ON THE SOUTH MARGIN OF TAYLOR ROAD; THENCE ALONG SAID SOUTH MARGIN OF TAYLOR ROAD, S88°14'14"W 736.06' TO AN IRON PIPE FOUND AT THE NORTHEAST CORNER OF PROPERTY OF WINGFIELD PROPERTIES, LLC; THENCE ALONG THE EAST LINE OF SAID PROPERTY, 500°31'35"E 184.40' TO AN IRON ROD FOUND; THENCE 500°22'38"E 110.91' TO THE POINT OF BEGINNING; THENCE 500°22'38"E 118.62'; THENCE S74°51'10"W 256.79' TO THE EAST MARGIN OF COWAN-LORRAINE ROAD; THENCE ALONG A CURVE OF SAID EAST MARGIN TO THE LEFT, HAVING A RADIUS OF 2946.81' AND AN ARC LENGTH OF 100.89', TO A POINT BEING N16°07'52"W 100.89'; THENCE N72°06'42"E 289.10' TO THE POINT OF BEGINNING, CONTAINING 0.672 ACRE OR 29,273.58 SQUARE FEET.

HEREIN DESCRIBED PROPERTY BEING SUBJECT TO A PERPETUAL INGRESS/ EGRESS EASEMENT FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30; THENCE 500°00'26"E 18.70' TO AN IRON ROD FOUND ON THE SOUTH MARGIN OF TAYLOR ROAD; THENCE ALONG SAID SOUTH MARGIN OF TAYLOR ROAD, S88°14'14"W 736.06' TO AN IRON PIPE FOUND AT THE NORTHEAST CORNER OF PROPERTY OF WINGFIELD PROPERTIES, LLC; THENCE ALONG THE EAST LINE OF SAID PROPERTY, 500°31'35"E 184.40' TO AN IRON ROD LOCATED AT THE SOUTHEAST PROPERTY CORNER OF PROPERTY OF WINGFIELD PROPERTIES, LLC; THENCE ALONG THE SOUTH MARGIN OF PROPERTY OF WINGFIELD PROPERTIES, LLC S89°36'45"W 15.00'; THENCE 500°22'38"E 115.64' TO THE POINT OF BEGINNING; THENCE 500°22'38"E 117.84'; THENCE S74°51'10"W 20.68'; THENCE N00°22'38"W 101.07'; THENCE S72°06'42"W 175.90'; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 3018.81' AND AN ARC LENGTH OF 89.33', TO A POINT BEING 515°49'44"E 89.33'; THENCE S74°51'10"W 62.00'; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 2956.81' AND AN ARC LENGTH OF 101.37', TO A POINT BEING N16°07'48"W 101.36'; THENCE N72°06'42"E 263.37' TO THE POINT OF BEGINNING, CONTAINING 0.262 ACRES OR 11,395.25 SQUARE FEET.

PREPARED BY:

CLIFFORD A. CROSBY

716 LIVE OAK DRIVE

BILOXI, MS 39532 PHONE: 228-234-1649

PROFESSIONAL
LAND SURVEYOR

A RESUBDIVISION OF A 213,602.76 SQUARE FEET OR 4.904 ACRE PARCEL, KNOWN AS TRACT 2, INSTRUMENT NO. 2007-0003973-D-J1, SITUATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 10 WEST, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, CITY OF GULFPORT, MISSISSIPPI, INTO PARCELS "1", "2", "3", "4", "5", "6", "7" AND "8". SAID PARCEL BEING REFERRED TO AS TAX PARCEL NO. 1010D-01-002.000, ADDRESS- COWAN-LORRAINE ROAD

BOUNDARY NOTE:

BOUNDARY SURVEYS ARE BASED UPON THE RECORDED SUBDIVISION PLAT IN CASES OF REGULAR SUBDIVISIONS LOTS. BOUNDARY SURVEYS OF PROPERTIES NOT A PART OF A REGULAR SUBDIVISION ARE BASED UPON TITLE INFORMATION PROVIDED BY THE PARTY REQUESTING THE SURVEY. BOUNDARY SURVEY PLATS REFLECT INFORMATION DISCOVERED BY THE SURVEYOR IN THE NORMAL COURSE OF WORK AND DOES NOT NECESSARILY SHOW EVERY POSSIBLE CONDITION AFFECTING THE PROPERTY. EASEMENTS, SERVITUDES, BUILDING ORDINANCES, ZONING, AND OTHER LEGAL ENCUMBERMENTS MAY EXIST. CONSULT A TITLE ATTORNEY IF YOU WISH TO DISCOVER ALL THE LEGAL ENCUMBERMENTS ATTACHED TO ANY PROPERTY.

GPS OBSERVATION
NOTE

DATE OF FIELD WORK: 3/27/2012
TOPCON GR-3 RECIEVER WAS USED FOR GPS OBSERVATION, UTILIZING THE EARL DUDLEY, INC. REAL-TIME NETWORK

CLIENTS: PERRY, MURR,
TEEL & KOENENN
DATE OF FIELD SURVEY:
9/31/2012
DRAWN BY: CAC
JOB NUMBER: 12089.dwg

EXHIBIT

"D"

tabbies

A RESUBDIVISION OF A 213,602.76 SQUARE FEET OR 4.904 ACRE PARCEL, KNOWN AS TRACT 2, INSTRUMENT NO. 2007-0003973-D-J1, SITUATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 10 WEST, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, CITY OF GULFPORT, MISSISSIPPI, INTO PARCELS "1", "2", "3", "4", "5", "6", "7" AND "8". SAID PARCEL BEING REFERRED TO AS TAX PARCEL NO. 1010D-01-002.000, ADDRESS- COWAN-LORRAINE ROAD

LEGAL DESCRIPTION: EASEMENT NO. 1

A PERPETUAL EASEMENT SITUATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30; THENCE 500°00'26"E 10.70' TO AN IRON ROD FOUND ON THE SOUTH MARGIN OF TAYLOR ROAD; THENCE ALONG SAID SOUTH MARGIN OF TAYLOR ROAD, S88°14'14"W 736.06' TO AN IRON PIPE FOUND AT THE NORTHEAST CORNER OF PROPERTY OF WINGFIELD PROPERTIES, LLC; THENCE ALONG THE EAST LINE OF SAID PROPERTY, S00°31'35"E 184.40' TO AN IRON ROD LOCATED AT THE SOUTHEAST PROPERTY CORNER OF PROPERTY OF WINGFIELD PROPERTIES, LLC; THEN ALONG THE SOUTH MARGIN OF PROPERTY OF WINGFIELD PROPERTIES, LLC S89°36'45"W 15.00' TO THE POINT OF BEGINNING; THENCE S00°22'38"E 849.43'; THENCE S79°26'06"W 112.49'; THENCE N10°30'36"W 343.32'; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 2956.81' AND AN ARC LENGTH OF 551.79', TO A POINT BEING N15°45'09"W 550.99'; THENCE N69°36'27"E 66.18'; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 3018.81' AND AN ARC LENGTH OF 539.90', TO A POINT BEING S15°31'52"E 539.18'; THENCE S10°30'36"E 323.21'; THENCE N79°26'06"E 38.88'; THENCE N00°22'38"W 135.14'; THENCE S79°26'06"W 5.08'; THENCE N00°22'38"W 559.88'; THENCE N19°50'13"W 30.02'; THENCE N00°22'38"W 109.37'; THENCE N69°36'27"E 30.00' TO THE POINT OF BEGINNING, CONTAINING 73,439.61 SQUARE FEET OR 1.666 ACRES.

LEGAL DESCRIPTION: EASEMENT NO. 2

A PERPETUAL EASEMENT SITUATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30; THENCE 500°00'26"E 10.70' TO AN IRON ROD FOUND ON THE SOUTH MARGIN OF TAYLOR ROAD; THENCE ALONG SAID SOUTH MARGIN OF TAYLOR ROAD, S88°14'14"W 736.06' TO AN IRON PIPE FOUND AT THE NORTHEAST CORNER OF PROPERTY OF WINGFIELD PROPERTIES, LLC; THENCE ALONG THE EAST LINE OF SAID PROPERTY, S00°31'35"E 184.40' TO AN IRON ROD FOUND; THENCE S89°36'27"W 45.00'; THENCE S00°22'38"E 109.37' TO THE POINT OF BEGINNING; THENCE S19°50'13"E 30.02'; THENCE S72°06'42"W 175.90'; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 3018.81' AND AN ARC LENGTH OF 30.00', TO A POINT BEING N17°07'41"W 30.00'; THENCE N72°06'42"E 174.48' TO THE POINT OF BEGINNING, CONTAINING 5,254.83 SQUARE FEET OR 0.121 ACRE.

SURVEYOR'S CERTIFICATE

I, CLIFFORD A. CROSBY, PROFESSIONAL LAND SURVEYOR IN AND FOR THE STATE OF MISSISSIPPI, DO HEREBY CERTIFY THAT THE FOREGOING PLAT AND DESCRIPTIONS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT ALL MONUMENTS SHOWN ON THIS SURVEY ACTUALLY EXIST AS LOCATED AND THAT ALL DIMENSIONAL AND OTHER DATA SHOWN ARE CORRECT. I ALSO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARDS FOR LAND SURVEYING IN THE STATE OF MISSISSIPPI".

WITNESS MY SIGNATURE AND SEAL THIS 11th DAY OF MAY, 2020.

CLIFFORD A. CROSBY, P.L.S. #2539

CLIENTS: PERRY, MURR, TEEL & KOENENN
DATE OF FIELD SURVEY: 9/31/2012
DRAWN BY: CAC
JOB NUMBER: 12089.dwg

PREPARED BY:

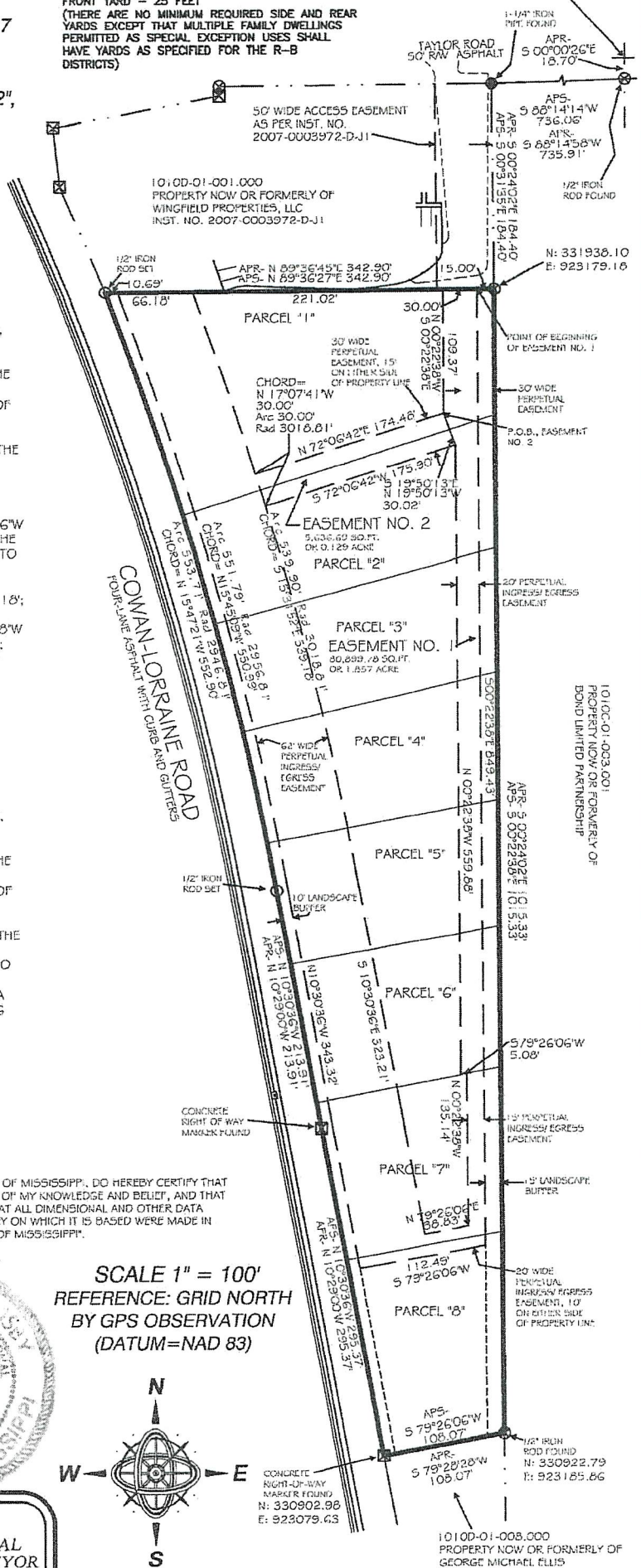
CLIFFORD A. CROSBY
716 LIVE OAK DRIVE
BILLOXI, MS 39532 PHONE: 228-234-1649
PROFESSIONAL LAND SURVEYOR

MINIMUM BUILDING SETBACKS:

THIS PARCEL OF LAND IS LOCATED IN A ZONE B-1 NEIGHBORHOOD BUSINESS DISTRICT AS PER CITY OF GULFPORT ONLINE ATLAS.

FRONT YARD - 25 FEET (THERE ARE NO MINIMUM REQUIRED SIDE AND REAR YARDS EXCEPT THAT MULTIPLE FAMILY DWELLINGS PERMITTED AS SPECIAL EXCEPTION USES SHALL HAVE YARDS AS SPECIFIED FOR THE R-B DISTRICTS)

POINT OF COMMENCEMENT, THE NORTHEAST CORNER OF THE WEST HALF OF THE NW 1/4 OF THE NE 1/4 OF SECTION 30, T7S, R10W, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI



SHEET 3 OF 8

EXHIBIT

"E"

GENERAL NOTES:

1.) THIS SURVEY WAS PREPARED FROM INFORMATION PROVIDED BY CLIENT, WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT.

2.) THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE "X500" ACCORDING TO MAP NUMBER 28047C0267G DATED JUNE 16, 2009.

3.) BEARINGS SHOWN HEREON ARE DERIVED BY: GRID NORTH BY GPS OBSERVATION. ALL LINES RELATIVE TO.

4.) THIS SURVEY MEETS MISSISSIPPI MINIMUM REQUIREMENTS FOR A CLASS "B" SURVEY.

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

6.) A COPY OF THIS PLAT IS VALID ONLY IF IT IS COMPLETE AND INTACT, HAS AN ORIGINAL SIGNATURE AND DATE, AND HAS THE ORIGINAL EMBOSSED OR COLORED (NOT BLACK) STAMPED SURVEYOR'S SEAL.

A RESUBDIVISION OF A 213,602.76 SQUARE FEET OR 4.904 ACRE PARCEL, KNOWN AS TRACT 2, INSTRUMENT NO. 2007-0003973-D-J1, SITUATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 10 WEST, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, CITY OF GULFPORT, MISSISSIPPI, INTO PARCELS "1", "2", "3", "4", "5", "6", "7" AND "8". SAID PARCEL BEING REFERRED TO AS TAX PARCEL NO. 1010D-01-002.000, ADDRESS- COWAN-LORRAINE ROAD

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LEGAL DESCRIPTIONS OF PARCELS CREATED BY THIS SUBDIVISION:
LEGAL DESCRIPTION: PARCEL "1", AS PER SURVEY DIMENSIONS

A PARCEL OF LAND SITUATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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HEREIN DESCRIBED PROPERTY BEING SUBJECT TO A PERPETUAL INGRESS/ EGRESS EASEMENT FURTHER DESCRIBED AS FOLLOWS:

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GPS OBSERVATION
NOTE

DATE OF FIELD WORK: 3/27/2012
TOPCON GR-3 RECEIVER WAS
USED FOR GPS OBSERVATION,
UTILIZING THE EARL DUDLEY, INC.
REAL-TIME NETWORK

LEGAL DESCRIPTION: PARCEL "2", AS PER SURVEY DIMENSIONS

A PARCEL OF LAND SITUATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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HEREIN DESCRIBED PROPERTY BEING SUBJECT TO A PERPETUAL INGRESS/ EGRESS EASEMENT FURTHER DESCRIBED AS FOLLOWS:

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PREPARED BY:

CLIFFORD A. CROSBY

716 LIVE OAK DRIVE

BILOXI, MS 39532 PHONE: 228-234-1649

PROFESSIONAL
LAND SURVEYOR

CLIENTS: PERRY, MURR,
TEEL & KOENENN
DATE OF FIELD SURVEY:
9/31/2012
DRAWN BY: CAC
JOB NUMBER: 12089.dwg

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 POLICY OF INSURANCE WITH REUNION HEALTH SERVICES,
INC., AS REINSURANCE CARRIER AND TO AUTHORIZE THE MAYOR TO
EXECUTE THE SAME ON BEHALF OF THE CITY OF GULFPORT**

WHEREAS, among other duties associated with serving as the City's employee benefit broker, Brent Byrd/Bancorpsouth Insurance Services Inc. has solicited bids from entities to provide reinsurance to the City of Gulfport for the City's health benefit plan for the period beginning June 1, 2020; and ending May 31, 2021.

WHEREAS, quotes were received from three (3) carriers to provide the required reinsurance coverages; and

WHEREAS, as more fully set forth in the memorandum from Human Resources Manager Cheryl Millender which is attached hereto as Exhibit "A", Brent Byrd recommends and the City's Human Resources Manager and Benefits Administrator (Health Insurance Committee was unable to meet due to COVID-19) recommend that Reunion Health Services, Inc., be contracted with as the City's reinsurance carrier; and

WHEREAS, certain writings and/or written documents are required to effectuate the selection of Reunion Health Services, Inc., as the reinsurance carrier for the City's employee benefit program for a period to begin June 1, 2020; and

WHEREAS, the proposed APPLICATION FOR STOP LOSS INSURANCE with Reunion Health Services, Inc., which is attached hereto as Exhibit "B", has been reviewed by the City's Legal Department.

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 Mayor and City Council hereby officially approve the APPLICATION FOR STOP LOSS INSURANCE with Reunion Health Services, Inc., which is attached hereto as Exhibit “B” respectively, and do hereby authorize the Mayor to sign and execute the same on behalf of the City of Gulfport, Mississippi.

SECTION 3. That the Mayor, City Attorney’s Office, Human Resources Office and/or other City employees and/or offices and/or departments are hereby authorized to take any and all steps (including, without limitation, the issuance of special checks and the execution and submission of applications) as may be required to bring into effect the aforementioned and approved agreement on or before June 1, 2020.

SECTION 4. That this resolution shall be spread upon the Minutes of the Gulfport City Council, and shall be in full force and effect according to law.

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

AYES

NAYS

ABSENT

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

TO: Mayor Billy Hewes
Dr. John Kelly, Chief Administrative Officer City
Council Members

FROM Tony Alves, Human Resources Manager
:

REGARDING: Reinsurance Recommendation

DATE: May 19, 2020

The contract period for stop-loss coverage runs from June 1 through May 31.

Our Broker, Brent Byrd, started marketing reinsurance coverage for competitive quotes in April of 2020.

The renewal quotes for this coverage were received in late April as final negotiations were completed earlier that day. Listed below are quotes received, along with the recommendation.

Quote responses were as follows:

Ironshore AKA Liberty Mutual (current carrier)
Reunion Health Services
ECU

This year, quotes were received from Three (3) reinsurance companies, including our current reinsurance carrier, Ironshore is now known as Liberty Mutual.

Recommendation

Based upon the aforementioned information, it is the recommendation of our broker, the HR Manager, and Benefits Administrator that the City retains Reunion Health Services for the Stop Loss insurance. Due to the COVID-19 pandemic, the Health Insurance Committee was unable to meet.

Furthermore, based on the last 3 years' claim analysis, it is also recommended that the City utilizes the \$160,000 stop-loss coverage amount. Additionally, this quote includes a \$250,000 / \$350,000 LASER.

SIRIUS AMERICA INSURANCE COMPANY
One Liberty Plaza
New York, New York 10006-1404

APPLICATION AND POLICY SCHEDULE FOR GROUP EXCESS LOSS INSURANCE

Part I Proposed Policyholder

a. Full Legal Name of Proposed Policyholder

City of Gulfport, MS

b. Address and TIN

1410 24th Avenue

Gulfport, MS 39501

64-6000413

Tax Identification Number

c. Name and Title of Contact Person _____

d. Proposed Policyholder is 9111: Executive Offices

Please describe type of entity or type of business that will own policy

e. Requested Effective Date 06/01/2020

Policy will become effective on the Requested Effective Date only if (a) all required information is provided and (b) Sirius has received the initial premium on or before that date. The Policy Term will end one year after its effective date unless otherwise requested and agreed to by Us.

f. Eligible Persons Under Your Plan to be Covered Under This Policy?

Please check all that apply

- ☒ Retired Employees ☒ Former Employees Continuing Coverage under COBRA or other continuation provisions of the Plan
- ☒ Disabled Employees ☒ Employees not Actively at Work on their Effective Dates
- ☐ Other - please describe _____

g. Minimum enrollment ☐ _____ Covered Units, or ☒ 95% Initial Enrollment

Part II Plan of Insurance and Premium Calculation

Please check all coverages and options for which You are applying

a. ☒ Specific Excess Loss Coverage

i. Include coverage for: ☒ Medical Plan ☒ Prescription Drug Plan

ii. Specific Deductible Amount Per Covered Person \$160,000

iii. Aggregating Specific Deductible \$ N/A

Fixed dollar amount or, if greater, amount x number of Covered Persons

iv. Specific Lifetime Maximum Per Covered Person \$Unlimited

v. Specific Benefit Period maximum reimbursement per Covered Person \$Unlimited

vi. Specific Reimbursement Percentage 100%

vii. Contract Basis - Benefit Period includes reimbursement for Covered Expenses

Incurred from 06/01/2019 through 05/31/2021
and Paid from 06/01/2020 through 05/31/2021

viii. Reimbursement for Covered Expenses Incurred before the Effective Date will be limited to \$ N/A per Covered Person; \$ N/A in total.

ix. Monthly Premium Rates - per		
Covered Unit	Premium Rate	Number Covered
Single	\$54.37	242
Family	\$131.39	245

b. o Aggregate Excess Loss Coverage

- i. Include coverage for:
 - o Medical Plan
 - o Dental Plan
 - o Prescription Drug Plan
 - o Vision Plan
- ii. Individual Claim Limit \$ N/A
- iii. Maximum Aggregate Reimbursement \$ N/A
- iv. Aggregate Reimbursement Percentage N/A %
- v. Contract Basis - Benefit Period includes reimbursements for Covered Expenses
 Incurred from N/A through N/A
 and Paid from N/A through N/A
- vi. Reimbursement for Covered Expenses Incurred before the Effective Date will be limited to
 - o \$ N/A per Covered Person;
 - o \$ N/A in total.
- vii. Monthly Aggregate Factors and Premium Rates

Covered Unit	Factor	No. Covered	Premium Rate
N/A			

- viii. Minimum Aggregate Attachment Point \$ N/A

c. Additional Options

- i. Terminal Liability Option included ☐ excluded ☒
When this Option is in effect, Monthly Aggregate Factors shown above and applicable to the full Policy Term are modified to:

Monthly Aggregate Factors

Covered Unit	Factor	PEPM Cost
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- ii. Aggregate Accommodation Option included ☐ excluded ☒
Advance Threshold \$_____ PEPM Cost \$_____
iii. Specific Advance Reimbursement Option included ☐ excluded ☒
Minimum Advance Reimbursement \$_____

- d. Special Limitations** *Please list (a) any special Specific Deductibles or other limitations applicable to individuals for whom information was included on the Disclosure Statement, identifying the deductible amount, limitation and name of individual to which it applies, and (b) any Special Limitations and conditions applicable to the Policy applied for.*

A specific deductible of \$300,000 applies to Ted Molesworth.

A specific deductible of \$250,000 applies to Fred Platts.

Part III Administrative Information

- a. **Your Third Party Administrator (TPA) is** Select Administrative Services
14110 Airport Road, Suite 100, Gulport, MS 39503
- b. **Your Agent of Record is** Brett Byrd
- c. **Your Initial Premium Deposit \$** _____
Amount submitted with this application

Part IV Acknowledgements and Signatures

- a. **Plan Provisions** Applicant attests that the Plan Document provided to Us includes at least the following provisions:
- i. **Employees** – definition, including minimum qualifying hours worked, eligibility, effective date and HIPAA eligibility date provisions;
 - ii. **Dependents** – definition, including all age requirements, eligibility and effective date provisions;
 - iii. **Termination** – when benefits and eligibility cease, any continuation/extension of coverage provisions for leave, layoff or disability, including all applicable state and federal (COBRA) continuation requirements;
 - iv. **Transplants** – Covered Person and non-Covered Person donor benefits, recipient benefits, including any covered transportation, lodging and companion charges; and
 - v. **Exclusions** – including any expenses resulting from riot or revolt, and war, whether declared or not; any charges resulting from occupational accidents or illnesses; or Alternative Treatments except when Medically Necessary and cost-effective compared to standard treatments.
- b. **Applicant's Acknowledgement** I, the applicant, declare, to the best of my knowledge and belief, that (i) applicant is entitled under applicable law to provide self-funded health benefits to its employees and (ii) all statements and answers in this application are true and complete. I understand and agree that (i) this Application and Policy Schedule will form part of any policy issued, (ii) no information given to or acquired by any representative of Sirius will bind it, unless it is in writing on this application, (iii) no waiver or modification will bind the Company unless it is in writing and is signed by an authorized representative of Sirius, (iv) Our receipt and deposit of Your initial premium does not constitute Our acceptance of liability, (v.) if You or Your TPA have misrepresented or concealed any material fact or circumstance in, including any failure to disclosure all information required, We may rescind any policy issued; and (vi) only those persons eligible under Your Plan and the terms of an issued policy will be included.
- c. **Fraud Warning** Any person who, knowingly and with intent to injure, defraud or deceive an insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information may be guilty of insurance fraud.

Dated at _____ on the _____ day of, _____ 2020

Signed for the Proposed Policyholder

Signed by Licensed Agent

Title

Brett Byrd

Please Print Agent Name

Agent License Number and Issuing State

Reunion Health Services
576 Highland Colony Parkway, Ste 210, Ridgeland, MS 39157
Sirius International Insurance
SPECIFIC EXCESS MEDICAL EXPENSE COVERAGE DISCLOSURE STATEMENT

For: City of Gulfport, MS

Proposed Effective: 6/1/2020

This completed Disclosure Statement must be signed no earlier than 30 days prior and no later than 15 days after the effective date and delivered to our office to be reviewed and responded to by Reunion Health Services, confirming quoted terms and conditions accepted by Sirius International Insurance, unless otherwise agreed upon. This disclosure statement must be signed and received by Reunion Health Services within five days of completion.

If the space provided is insufficient to list all individuals who are required to be listed, then please continue the list on additional page(s). All additional pages completed as part of this Disclosure Statement **MUST BEAR FULL SIGNATURE** of the persons signing on behalf of the Employer and the Third Party Administrator, respectively.

Please be advised the Privacy Rules of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) permit the release of Protected Health Information (PHI) for the purpose of evaluating and accepting risk associated with the Employer as part of "healthcare operations". As stop-loss carriers performing healthcare operations as defined under HIPAA, both Sirius International Insurance and Reunion Health Services are permitted to use and be disclosed protected health information (PHI) without prior authorization from a Plan Participant, but will use the information provided for the sole purpose of evaluating the acceptability of this risk.

We agree the proposed coverage is subject to the terms and provisions of Sirius International Insurance's Excess contract of which this statement is a part. Below, we have disclosed all individuals (including employees and dependents) known by us or our administrator to be not Actively at Work, facility confined (hospital, SNF, etc.), or disabled. We have listed below all individuals identified, as of the signature date, as having a Serious Claim diagnosis. The amount of claim payments on these individuals along with their current status has been indicated. Also include all individuals who are currently on COBRA, have been terminated but have yet to elect COBRA, and all dependents known to be unable to perform as those of like age or sex. Individuals previously disclosed to Reunion Health Services, must be included and updated.

We have listed below all individuals identified, as of the signature date, as having a Serious Claim diagnosis, including, but not limited to, those individuals currently eligible under the plan that were formerly ineligible due to meeting their lifetime maximum in the past.

A Serious Claim is any claim known by us (the employer) or by our Administrator, which:

1. Whether incurred or paid, has exceeded 50% of the Specific Deductible or \$100,000 (whichever is less) as of the signature date below; or (*must complete or indicate None*)

Claimant	Diagnosis	Prognosis/Additional Treatment Anticipated	Reported Paid Claims	Additional Claims Paid or Pended

2. Might be expected to exceed the excess loss retention due to the nature of the illness or injury; or (*must complete or indicate None*)

Claimant	Diagnosis	Prognosis/Additional Treatment Anticipated	Reported Paid Claims	Additional Claims Paid or Pended

Reunion Health Services
576 Highland Colony Parkway, Ste 210, Ridgeland, MS 39157
Sirius International Insurance
SPECIFIC EXCESS MEDICAL EXPENSE COVERAGE DISCLOSURE STATEMENT

3. Is a condition which currently disables any employee or dependent (including but not limited to: STD, LTD, salary continuance, FMLA, extension of benefits, COBRA, leave of absence); or (must complete or indicate None)

Claimant	Diagnosis	Prognosis/Additional Treatment Anticipated	Reported Paid Claims	Additional Claims Paid or Pended

4. Other than those individuals listed above, please list any other covered person where (must complete or indicate None):

- a) Medical expenses might reasonably be expected to reach or exceed 50% of the Specific Deductible,**
b) Currently identified as a candidate for or currently under review for Large Case Management, including those noted above in #1, or any other known Serious Claim,
c) Pre-certified for hospitalization and/or surgical procedures within the last 90 days,
d) Is a past or potential organ transplant candidate, and/or,
e) Known to have the conditions listed in Table 1 or Table 2.

Claimant	Diagnosis	Prognosis/Additional Treatment Anticipated	Reported Paid Claims	Additional Claims Paid or Pended

We, the Employer named below, acknowledge that Reunion Health Services, on behalf of Sirius International Insurance, retains the right to re-underwrite, or adjust the terms and conditions of coverage on any individual whose actual claims (paid or pending) are greater than the amounts reported above to Reunion Health Services by more than \$5,000 **as of the signature date below**. We acknowledge that any individual known by us (the employer) or by our Third Party Administrator, who has incurred a Serious Claim, or has become disabled, may be excluded from coverage unless disclosed by us and approved by Reunion Health Services.

It is agreed that We are also responsible and have a continuing duty to immediately disclose and to provide notification of any subsequent material changes to the provided information prior to the actual binding of and receipt of premium for the Specific and/or Aggregate coverage. Receipt and deposit of premium shall not constitute binding of coverage. ***Our due diligence included a review of pre-certification, disability, utilization review, medical case management, salary continuance, or other reasonable means by which to obtain the required information.***

Employer Name: City of Gulfport, MS Administrator Name: Select Administrative Services

Authorized Officer's Signature: _____ Authorized Signature: _____

Name & Title: _____ Name & Title: _____

Date of Disclosure: _____ Date of Disclosure: _____

Reunion Health Services
576 Highland Colony Parkway, Ste 210, Ridgeland, MS 39157
Sirius International Insurance
SPECIFIC EXCESS MEDICAL EXPENSE COVERAGE DISCLOSURE STATEMENT

Table 1

• Amputations • Bariatric Surgery (proposed or completed) • Biliary Artesia • Burns (2nd and 3rd degree covering 10% or more of body surface) • Cancer(s), except minor skin lesions • Cerebral palsy • Cerebral Vascular Accidents (Strokes) • Chemotherapy or radiation therapy • Cirrhosis • Coronary conditions with long term complications (Congestive Heart Failure, Severe Coronary Artery Disease, etc.), myocardial infarction and cardiomyopathy • Diabetes Mellitus (complicated by blindness, amputations, neurologic impairment, etc.) • Eating disorders (Anorexia, Bulimia) • Head injuries with neurologic impairment	• Dialysis (Any) • Hemophilia • Hepatitis • HIV / AIDS or AIDS related complex • Home health care • Home uterine monitoring • Hospice • Infants (premature and/or with severe congenital defects, respiratory distress, Bronchopulmonary Dysphasia) • In-patient rehabilitation • Internal injuries and head injuries • Multiple fractures • Multiple gestation • Muscular and neurologic disease, progressive (Myasthenia Gravis, Guillain-Barre Syndrome, Multiple Sclerosis, Amyotrophic Lateral Sclerosis, Muscular Dystrophy, paralysis, systemic Lupus erythematous etc.)	• Organ failure • Organ transplant procedures • Organic brain syndrome (Alzheimer's disease, etc.) • Pancreatitis • Pregnancy complications • Renal failure, end-stage (dialysis, transplants) • Respiratory conditions, chronic (Chronic Obstructive Pulmonary Disease, Severe Asthma, Emphysema) • Respiratory distress • Skilled nursing facility admission • Spinal Cord Injuries • TPN or IV therapy • Trauma
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Reunion Health Services
576 Highland Colony Parkway, Ste 210, Ridgeland, MS 39157
Sirius International Insurance
SPECIFIC EXCESS MEDICAL EXPENSE COVERAGE DISCLOSURE STATEMENT

Table 2

The following list is used as a quick reporting reference. It represents medically complex illnesses and injuries that are typically catastrophic in nature.

ICD-10, TRIGGER DIAGNOSIS CODES, COMBINED LIST

CATEGORY		CODE	DESCRIPTION
A00-B99	Infectious Disease	A41	Septicemia
		B15-B19	Viral Hepatitis
		B17.1-B17.11	Hepatitis C
		B20	AIDS/HIV
		U07.1	COVID-19
C00-D49	Neoplasms	C00-C14	Malignancies of oral cavity and pharynx
		C15–C26	Malignant neoplasm of digestive organs
		C15.3-C15.9	Malignant neoplasm of esophagus
		C16-C16.9	Malignant Neoplasm of stomach
		C18-C18.9	Malignant neoplasm of colon
		C20	Malignant neoplasm of rectum
		C22	Malignant neoplasm of liver
		C25	Malignant neoplasm of pancreas
		C30–C39	Malignant neoplasm of respiratory
		C32	Malignant neoplasm of larynx
		C34	Malignant neoplasm of lung
		C40-C41	Malignant neoplasm of bone
		C43–C44	Melanoma
		C50–C50	Breast Malignancies
		C51–C68	Genitourinary Malignancies
		C53-C55	Malignant neoplasm of uterus/cervix
		C56	Malignant neoplasm of ovary
		C61	Malignant neoplasm of prostate
		C62	Malignant neoplasm of testes
		C64-C65, C67	Malignant neoplasm of bladder, kidney
		C69–C72	Malignancies of Nervous System
		C71	Malignant neoplasm of brain
		C72	Malignant neoplasm of nervous system
		C73-C75	Malignant neoplasm of endocrine glands
		C77	Secondary malignant neoplasm of lymph nodes
		C78	Secondary malignant neoplasm respiratory/digestive organs
		C79	Secondary malignant neoplasm other specified sites
		C81–C96	Leukemias, Lymphomas and Myelomas
		D37-D48	Neoplasm uncertain behavior
		D49.2	Neoplasm unspecified nature-bone/skin
D50–D89	Hematologic Disorders	D57.00	Sickle Cell Disease
		D57.1	Sickle Cell Anemia
		D61.01	Aplastic Anemia
		D61.9	Aplastic Anemia NOS
		D66	Hemophilia/Hereditary Factor VIII Deficiency

Reunion Health Services
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CATEGORY		CODE	DESCRIPTION
D50–D89	Hematologic Disorders	D68.9	Coagulation Defects/Hemophilia
		D81.0	Severe Combined Immune Deficiency (SCID)
		D82.1	DiGeorge Syndrome
		D83.1	Immune Deficiency T Cells (AIDS)
		D84.1	Alpha 1-Antitrypsin
	Endocrine, Nutritional, Metabolic, Immunity	E11.9	Diabetes
		E66.09-E66.9	Obesity/Hypertalimentionation
E70–E88	Metabolic Disorders	E75.22	Gaucher's Disease
		E84.0	Cystic Fibrosis
		E84.9	Cystic Fibrosis
G00–G99	Disease of the Nervous System	G12.21	Lou Gehrig's disease (ALS)
		G31.81-G31.82	Cerebral Degenerations
		G35	Multiple Sclerosis
		G61.0	Guillain-Barre Syndrome
		G70.9	Myasthenia Gravis
		G82.20	Paraplegia
		G82.50	Quadriplegia/Quadriparesis
		G91.1	Obstructive Hydrocephalus
		G93.40	Encephalopathy
		G93.7	Reye's Syndrome
	Diseases of the Musculoskeletal System	H05.02-H05.29	Osteomyelitis
		M15-M17.1	Osteoarthritis
		M41-M41.22	Scoliosis
		M46.20-M46.28	Osteomyelitis
		M47.817	Lumbosacral Spondylosis
		M50-M51.9	Intervertebral Disc Disorder
		M86.0-M86.03	Osteomyelitis
I00–I99	Disease of Circulatory System	I21.3-I22.9	Acute Myocardial Infarction
		I24.9-I25.9	Acute and Subacute Ischemic Heart Disease
		I25.10	Coronary Atherosclerosis
		I27.0	Primary Pulmonary Hypertension
		I27-I27.9	Acute Pulmonary Heart Disease
		I28.1	Chronic Pulmonary Heart Disease
		I33	Acute and Subacute Endocarditis
		I34-I38.9	Valve Disorders
		I42.0–I42.9	Cardiomyopathy
		I45-I45.9	Conduction Disorders
		i46	Cardiac - Major
		I46.9	Cardiac Arrest
		I49-I49.9	Cardiac Dysrhythmias
		I50-I50.9	Heart Failure
		I60-I60.9	Subarachnoid Hemorrhage
		I46.9	Cardiac Arrest

Reunion Health Services
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CATEGORY		CODE	DESCRIPTION
I00–I99	Disease of Circulatory System	I60.9	Subarachnoid Hemorrhage
		I62-I62.9	Traumatic intracranial hemorrhage
		I63-I66.8	Occlusion of Cerebral Arteries
		I67.89	CVA (cerebrovascular accident)
		I69.2-I69.22	Non-traumatic intracranial hemorrhage
		I71-I72.9	Aortic Aneurysm
J00–J99	Disease of Respiratory System	J18.9	Pneumonia
		J44.9	COPD (chronic obstructive pulmonary disease)
		J84.10	Pulmonary Fibrosis
		J96.00–J96.92	Respiratory Failure
K00–K95	Disease of Digestive System	K50-K50.90	Crohns Disease/Regional Enteritis
		K56-K56.6	Intestinal Obstruction
		K57-K57.93	Diverticulitis of Colon
		K63.9	Other Disorders of Intestine
		K65-K65.9	Peritonitis
		K70.0–K74.69	Chronic Liver Disease
		K72.00–K72.91	Liver Failure
		K76.9	Other Liver Disorders
		K85-K85.9	Pancreas Diseases
		K92.2	Gastrointestinal Hemorrhage
N00–N99	Disease of Genitourinary System	N17.9	Acute Renal Failure
		N18.1–N18.9	Chronic Renal Failure
		N19	Unspecified Renal Failure
		N20.0-N22	Calculus of Kidney
		N25.0-N25.9	Impaired Renal Function
O0–O9A	Pregnancy, Childbirth & Puerperium	O09	Supervision of high risk pregnancy
		O11-O15.9	Eclampsia/Pre-Eclampsia
		O24.4-O244.39	Gestational Diabetes
		O30-O31.8	Multiple Gestation
		O30.10–O30.109	Triplet Pregnancy
		O30.20–O30.209	Quadruplet Pregnancy
		O34.3-O34.33	Cervical Incompetence
		O42-O42.919	Premature Labor
		O144-O44-13	Placenta Previa
		O60.00–O60.14	Preterm Labor
P00–P96	Perinatal Conditions	P05	Premature Infant
		P07.00–P07.36	Preterm Infant
		P22.0-P22.9	Respiratory Distress Syndrome of Newborn
		P28.89-P28.9	Respiratory Conditions of Newborns
Q00–Q99	Congenital Malformations	Q20–Q28	Congenital Heart Diseases
		Q25.2-Q25.3	Aortic Atresia/Stenosis
		Q44.2	Biliary Atresia
		Q39.0–Q39.4	Tracheoesophageal Fistula
		Q89.7	Multiple Anomalies
		Q89.9	Other & Unspecified Congenital Anomalies
	Symptoms, Signs and Ill Defined Conditions	R00.0-R09.89	Cardiovascular System Symptoms
		R07-R07.8	Chest Pain

Reunion Health Services
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CATEGORY		CODE	DESCRIPTION
S00–T88	Injury, Poisoning and Trauma	S01	Open Head Injury
		S02-S02.9	Fracture of Skull
		S06.0–S06.9	Brain Injuries
		S07-S09	Open Head Injury
		S12–S14	Spinal Cord Injuries
		S14.101-S14.107	Spinal Cord Injury
		S24	Spinal Cord Injury
		S32.43-S32.435	Fracture of vertebral column
		S34.109-S34.125	Fracture vertebral column w/spinal cord injury
		S36.90, S37.90	Internal Injuries
		S48-S48.929A	Traumatic amputation of upper extremity
		S78.019A-S78.929A	Traumatic amputation of lower extremity
		S88	Amputations
		S88.019A-S88.929A	Traumatic amputation of lower extremity
		T07	Multiple Trauma Injuries
		T20–T32	Burns
		T79	Early Complications of Trauma
		T82.390A-T82.598	Malfunctions of devices/grafts
		T85.09XA-T85.199A	Malfunctions of devices/grafts
		T86.00–T86.02	Graft vs. Host Disease
		T86.00–T86.09	Graft vs. Host Disease
		T86.90–T86.92	Complications of Transplants
		T86.90–T86.99	Complications of Transplants
	Organ Transplants	Z94.0	Kidney Transplant Status
		Z94.1	Heart Transplant Status
		Z94.2	Lung Transplant Status
		Z94.4	Liver Transplant Status
		Z94.7	Cornea Transplant Status
		Z94.9	Transplanted Organ and Tissue, unspecified



City of Gulfport Reinsurance Proposal

Effective Date
Carrier

6/1/2020

Employee Assumptions	Current	Renewal	Renewal	Renewal	Renewal	Renewal
Single	242	242	242	242	242	242
Family	245	245	245	245	245	245
Total	487	487	487	487	487	487
Carrier	Liberty Mutual	Liberty Mutual	Liberty Mutual	Reunion	ECU	Reunion
Specific Information						
Contract Basis	24/12	24/12	24/13	24/12	24/12	24/12
Specific Deductible	\$150,000.00	\$150,000.00	\$160,000.00	\$150,000.00	\$150,000.00	\$160,000.00
Covered Benefits	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Limit of Liability per Covered Person	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Specific Premium - Single	\$62.96	\$48.77	\$45.34	\$62.83	\$49.07	\$54.37
Specific Premium - Family	\$157.40	\$164.80	\$154.12	\$152.54	\$165.99	\$131.39
Annual Specific Premium	\$645,592	\$626,140	\$584,780	\$630,926	\$630,510	\$544,177
Lasers						
Laser 1		350K	340K	300K	400K	300K
Laser 2		250K	250K	250K	225K	250K
Laser 2					Plus another 100K if transplant	

Carrier Contingencies
updated claims reports

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 RIGHT OF ENTRY IN FAVOR OF THE MISSISSIPPI DEPARTMENT OF MARINE RESOURCES (AND OTHERS), TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME, AND FOR RELATED PURPOSES

WHEREAS, the Mississippi Department of Marine Resources (“MDMR”) was recently awarded funding through the Gulf of Mexico Security Act (“GOMESA”) to undertake a project (“the project”) designed to improve water quality in and near Coffee Creek, in the City of Gulfport, north of the CSX Railroad; and

WHEREAS, portions of the real property involved in the aforementioned project are located on property owned by the City of Gulfport (“the City”) (area common known as the Clower Thornton Nature Park); and

WHEREAS, the project is set to begin work in the summer of 2020, with an anticipated date to award the work to the low bidder in mid-June of that year; and

WHEREAS, MDMR has requested that the City execute a Right of Entry authorizing MDMR and its contractors to enter upon the City’s properties for the purpose of performing the required work; and

WHEREAS, a proposed Right of Entry for execution the City is attached hereto as Exhibit “A”.

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

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

SECTION 2. That the Governing Authority of the City of Gulfport does hereby approve the Right of Entry attached hereto as Exhibit “A” and authorizes the Mayor to execute and deliver the same for and on behalf of the City of Gulfport.

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

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

AYES

NAYS

ABSENT

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

RIGHT-OF-ENTRY AGREEMENT

The CITY OF GULFPORT, MISSISSIPPI, as owner of the real property identified in Exhibit "A" hereto, does hereby grant and give freely and without any coercion whatsoever, a temporary right of access, entry and use, of and to said property to the Mississippi Department of Marine Resources and its duly selected contractor, and their agents, subcontractors and employees for the purpose of rehabilitation and restoration of the Clower Thornton Nature Area (the work) located at or near Coffee Creek and north of the CSX Railroad area in connection with the Mississippi Department of Marine Resources' GOMESA funded project to improve water quality along Coffee Creek north of the CSX Railroad. It is understood that the work to be undertaken by the Mississippi Department of Marine Resources and its duly selected contractor on said property will involve mechanical mulching of the of the dense understory, removal of all larger invasive and non-native trees and shrubs, chemical herbicide treatment of non-native species, manual clearing of nuisance species, selective clearing and limbing up of remaining trees and shrubs, bush hogging, planting of native vegetation, the demolition and removal of one wooden walkway and the removal and reconstruction of another existing wooden walkway, along with any necessary erosion control measures that may be needed. This Right of Entry shall expire at the completion of the two year maintenance period that will follow the work.

For the considerations and purposes set forth herein, I hereby set my hand and seal this day ____ of _____, 2020.

GRANTOR:

City of Gulfport:

BILLY HEWES, MAYOR
PO BOX 1780
GULFPORT, MS 39502

**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

Personally appeared before me the undersigned authority in and for the above mentioned County and State, **BILLY HEWES**, who acknowledged that he is the duly elected Mayor of the City of Gulfport, Mississippi, and that he signed and delivered the above and foregoing instrument on the day and in the year therein mentioned after first being duly authorized to do so.

Given under my hand and official seal this the ____ day of _____, 2020.

NOTARY PUBLIC

My commission Expires: _____

EXHIBIT “A”

PROPERTY DESCRIPTION
Lots 12 to 22, Block 10, Chamberlin, Sec 2 Township 8 Range 11
Lots 1 to 11, Block 10, Chamberlin, Sec 2 Township 8 Range 11
Lots 12 to 20, Block 7 South by 23rd St. West by Burton, East by Chamberlin, Sec 2 Township 8 Range 11
Lots 23 and 24, Block 13, Hewes Addition, Sec 2 Township 8 Range 11
Lots 3 to 11, Block 7 North by 24th St. West by Burton, East by Chamberlin Sec 2 Township 8 Range 11
Lots 25 to 28, Block 13, Hewes Addition, Sec 2 Township 8 Range 11
Lots 15 to 24, Block 14, Hewes Addition, Sec 2 Township 8 Range 11
Lots 13 & 14, Block 14, Hewes Addition, Sec 2 Township 8 Range 11
Lots 12 to 20, Block 6 South by 24th St. West by Burton E by Chamberlin Ave., Sec 2 Township 8 Range 11
Lots 3 to 11, Block 6 North by 25th St. West by Burton Avenue, East by Chamberlin, Sec 2 Township 8 Range 11
Lots 25 to 38, Block 14, Hewes Addition, Sec 2 Township 8 Range 11
Lots 12 to 20, Block 3 South by 26th St. West by Burton Ave. East by Chamberlin Ave., Sec 2 Township 8 Range 11
Lots 1 to 24, Block 19, Hewes Addition, Sec 2 Township 8 Range 11
Lots 3 to 11, Block 3 North by 26th St. West by Burton Ave. East by Chamberlin Ave., Sec 2 Township 8 Range 11
Lots 25 to 28, Block 19, Hewes Addition Sec 2 Township 8 Range 11
Lots 29 to 48, Block 19, Hewes Addition Sec 2 Township 8 Range 11
Lots 3 to 11, Block 2 Chamberlin, Sec 2 Township 8 Range 11
Lots 5 to 14 inc Block 4 Chamberlin, Sec 2 Township 8 Range 11
Lot 1, Block 1 Chamberlin, Sec 2 Township 8 Range 11

(Tax Parcels 0911C-01-193.000, 0911C-01-164.000, 0911C-01-141.000, 0911C-01-140.000, 0911C-01-118.000, 0911C-01-119.000, 0911C-01-098.000, 0911C-01-097.000, 0911C-01-099.000, 0911C-01-078.000, 0911C-01-079.000, 0911C-01-057.000, 0911C-01-054.000, 0911C-01-058.000, 0911C-01-056.000, 0911C-01-055.000, 0911C-01-054.000, 0911C-01-005.000, 0911C-01-004.000, 0911C-01-206.000)

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

A RESOLUTION BY THE GOVERNING AUTHORITY OF THE CITY OF GULFPORT, MISSISSIPPI TO APPROVE SELECTION OF MICHAEL BAKER INTERNATIONAL TO PROVIDE PROFESSIONAL ENGINEERING SERVICES AND AGREEMENT FOR PROFESSIONAL SERVICES WITH MICHAEL BAKER INTERNATIONAL FOR THE QUAD GATE AT HIGHWAY 49 AND CSX RAILROAD PROJECT, TO AUTHORIZE THE MAYOR (OR DESIGNEE) TO EXECUTE THE SAME ON BEHALF OF THE CITY, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, Mississippi (“City”) desires to undertake the Quad Gate at Highway 49 and CSX Railroad Project, a project intended to provide a new four quadrant gate system with a concrete median crossing signal system and separate pedestrian gate at the intersection of US Highway 49 and the CSX Railroad in the City of Gulfport; and

WHEREAS, after a selection committee reviewed and graded those consultants listed on the RFP Evaluation Form/score sheet the committee recommended that Michael Baker International, be selected to perform certain engineering services in connection with the aforementioned project; and

WHEREAS, that an Agreement for Professional Services between Michael Baker International and the City of Gulfport for the Quad Gate at Highway 49 and CSX Railroad Project has been prepared for consideration and is attached hereto as Exhibit “A”, and it is recommended that the same be approved as being 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 proposed agreement between Michael Baker International and the City of Gulfport, Mississippi, for Professional Services in connection with the Quad Gate at Highway 49 and CSX Railroad Project be, and the same is hereby, approved in substantially the form attached as Exhibit

“A” hereto and found to be in the best interest of the City, and that the Mayor be, and he is hereby, authorized to execute and deliver the same on behalf of the City of Gulfport.

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

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 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 – City of Gulfport

PUBLIC WORKS

To: Connie Debenport, Purchasing

CC: Mayor Billy Hewes
Gerard Bellocq, Finance
Kris Riemann, P.E., Engineering

Dr. John Kelly, CAO
Karen McCarty, Grants

From: Wayne E. Miller, P.E.

Date: 5/26/2020

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

Attached for your consideration is the Agreement for Professional Services with Michael Baker International for the referenced project. The cost of these services shall not exceed \$120,000. Michael Baker International was selected for this project by a selection committee of the City (see attached RFP Evaluation Form/score sheet).

The scope of the services includes, but is not limited to, surveying, development of construction plans/specifications, preparation of easements/right-of-way maps and deeds for purchases, environmental related services, bidding phase services, construction engineering, and inspection services.

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

No additional funds are needed at this time. These funds have been budgeted and the Grant Agreement was approved by the City Council, November 5, 2019. The total cost of the engineering for this project is \$120,000.00. The project is funded 49.0% or \$58,800.00 by the Federal Railroad Administration with the remaining 51.0% or \$61,200.00 being funded by the City.

I recommend approval, contingent on the approval of the Federal Railroad Administration. Please place this item on the June 2, 2020 Council Agenda.

Attachments: 1. Agreement for Professional Services
2. RFP Evaluation Form (score sheet)

**Agreement for Professional Services
between
CITY OF GULFPORT, MS
and
MICHAEL BAKER INTERNATIONAL**

THIS AGREEMENT entered into this _____ day of _____ 2020, by and between **MICHAEL BAKER INTERNATIONAL**, (hereinafter "**BAKER**") with offices at 2113 Government Street, Suite D-3, Ocean Springs, MS 39564, the **CITY OF GULFPORT**, (hereinafter, "**OWNER**"), with offices at 2309 15th Street, Gulfport, MS 39501.

WHEREAS, the **OWNER** desires to use Federal Railroad Administration (FRA) funding for the engineering design and a National Environmental Policy Act (NEPA) document for the removal of an existing crossing signal system at the four-lane intersection of US Highway 49 and 15th Street in Gulfport, Mississippi. The project proposes to upgrade the crossing safety and signaling system with a new four quadrant gate (quad gate), a concrete median crossing signal system, and separate pedestrian gate. hereinafter referred to as the **PROJECT**; and,

WHEREAS, the **OWNER** desires to retain the services of **BAKER** to perform the work herein described.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. **SCOPE OF WORK.** **BAKER** shall perform such engineering and technical services as are described in the attached Exhibit "A", including any additions or modifications mutually agreed upon and incorporated therein as approved by written Resolution of the **OWNER** (hereinafter, "Work").
2. **STANDARD OF CARE.** The standard of care applicable to **BAKER's** services is the degree of skill and diligence normally employed by engineers or providers of technical services performing the same or similar services.
3. **COMPENSATION AND PAYMENT.** **OWNER** shall compensate **BAKER** for the Work in such manner as described in the attached Exhibit A, including any additions or modifications mutually agreed upon and incorporated therein as approved by written Resolution of the **OWNER** (hereinafter, the "Payment Terms").

Partial payments for the Work shall be made monthly by the **OWNER** to **BAKER** based on invoices submitted by **BAKER**. Each undisputed invoice

shall be placed on the next regular claims docket for approval, and payment should be made by **OWNER** within ten (10) days of approval.

4. **ESTIMATES.** Any estimates provided for cost of construction, financing, and acquisition of land and right-of-ways shall be made in accordance with good engineering practice and procedure. It is understood, however, that **BAKER** has no control over construction costs, competitive bidding and market conditions, or over costs of financing, acquisition of land or right-of-ways, and **BAKER** does not guarantee the accuracy of such cost estimates as compared to actual cost or contractors' bids.
5. **CONSTRUCTION MEANS AND METHODS.** **BAKER** shall not be responsible for construction means, methods, techniques, sequences or procedures of construction contractors, or the safety precautions and programs incident thereto, and shall not be responsible for such contractors' failure to perform work in accordance with the contract documents.
6. **COMPLIANCE WITH LAWS.** **BAKER** shall comply with all applicable provisions of the unemployment compensation, sickness and disability, Social Security laws, the Fair Standards Act and all Federal, State, and local laws or regulations relating to the scope of this agreement.
7. **ASSIGNMENT BY COMPANY.** All the terms, provisions, covenants and conditions of this Agreement (including any modifications thereto) shall be binding upon, inure to the benefit of, and be enforceable by **OWNER**, its successors and assigns; provided however, that no portion of this Agreement (including any Task Order) and the rights and obligations thereunder shall be assignable or delegable by **OWNER**, by operation of law or otherwise, without the express prior written consent of **BAKER** which consent shall not be unreasonably withheld.
8. **ASSIGNMENT BY BAKER.** All the terms, provisions, covenants and conditions of this Agreement (including any modifications thereto) shall be binding upon, inure to the benefit of, and be enforceable by **BAKER**, its successors and assigns; provided however, that no portion of this Agreement (including any Task Order) and the rights and obligations thereunder shall be assignable or delegable by **BAKER**, by operation of law or otherwise, without the express prior written consent of **OWNER** which consent shall not be unreasonably withheld.
9. **INSPECTION OF THE WORK.** **BAKER** shall grant **OWNER** access at all reasonable times to **BAKER's** facilities where the work under this Agreement is being performed.
10. **CHANGES.** The **OWNER** may, at any time prior to the completion of the Work, direct, in writing, any changes to the Work, including but not limited to the

revision of the Work's scope, time period, or schedule of performance. **BAKER** shall perform such changes to the Work as directed by the **OWNER** in writing and shall be paid for such Work as mutually agreed upon, in writing, by the **OWNER AND BAKER**.

11. **SUSPENSION OR TERMINATION.** In the event that the Work is terminated or suspended by the **OWNER** prior to its completion, **BAKER** shall be paid for services rendered to the date of termination or suspension.
12. **DEFAULT.** Should either party breach any provisions of this Agreement the non-breaching party shall have the rights and remedies provided by law.
13. **INDEMNIFICATION.** **BAKER** shall defend, indemnify and hold harmless **OWNER**, its agents, servants, employees, successors and assigns from actions, causes, suits, costs, claims, damages, expenses and demands whatsoever in law or in equity, including but not limited to attorneys' fees, with respect to, or on account of, any injury, including bodily injury, disability or death, or damages to property, including loss of the use thereof, in any way attributable to or in connection with performance of **BAKER** under this Agreement.
14. **INSURANCE.** Unless otherwise required in this Agreement, **BAKER** shall, during the performance of the services as provided herein, maintain insurance of the types and amounts specified, and with insurers satisfactory to **OWNER** as follows:
 - (a) **Comprehensive General Liability** including the following:
 - \$1,000,000 Each Occurrence for bodily injury and property damage
 - \$1,000,000 Products/ Completed Operations Aggregate
 - \$1,000,000 General Aggregate over all interests
 - (b) **Comprehensive Automobile Liability** including coverage for owned, non-owned and hired vehicles:
 - \$1,000,000 Bodily Injury
 - \$1,000,000 Property Damage
 - (c) **Umbrella/Excess Policy:**
 - \$4,000,000
 - (d) **BAKER** shall also maintain Workers' Compensation Insurance in statutorily required amounts and Employers' Liability Insurance in the amount of \$1,000,000 for bodily injury and \$1,000,000 by disease with a policy limit of \$1,000,000.
 - (e) **Professional Liability**
 - \$1,000,000 per occurrence.

15. **INDEPENDENT CONTRACTOR.** **BAKER** acknowledges that it is furnishing the services contemplated by this Agreement hereto as an independent contractor, and not as an employee or agent of **OWNER** or any of its affiliates.
16. **PUBLIC ANNOUNCEMENTS.** No publicity releases (including news releases and advertising) relating to this Agreement or the services performed hereunder, shall be issued by **BAKER** without the prior written approval of the **OWNER**.
17. **PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.
18. **HEADINGS.** Headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.
19. **GOVERNING LAWS.** The validity or construction of this Agreement, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Mississippi without regard to its choice of law provisions.
20. **SUPPLEMENTS TO AGREEMENT.** The following Exhibits are an integral part of this Agreement.

Exhibit "A" Scope of Work

21. **ENTIRE AGREEMENT.** This Agreement constitutes the whole agreement between the parties with respect to the subject matter contained herein, and there are no terms other than those contained herein. No modification or amendment of this Agreement shall be valid unless in writing and signed by the parties hereto.
22. **SUB CONSULTANTS.** All subconsultants must be preapproved by the Director of Public Works or designated representative before they can begin work on the project.
23. **STAFF QUALIFICATIONS.** All of **BAKER** or subconsultants must be preapproved by the Director of Public Works before they can begin work on the project.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Agreement to be executed and delivered as of the day and year first above written.

CITY OF GULFPORT, MS

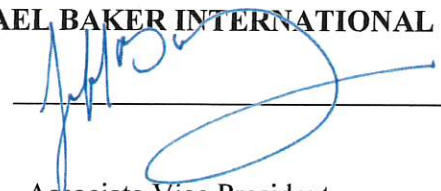
WITNESS: _____

BY: _____

TITLE: _____

WITNESS: _____

MICHAEL BAKER INTERNATIONAL

BY:  _____

TITLE: Associate Vice President

EXHIBIT A

SPECIFIC PROJECT SCOPE OF SERVICES

CITY OF GULFPORT FOUR QUADRANT RAILROAD GATE CROSSING AT HIGHWAY 49

The following scope of services addresses the Michael Baker International (**CONSULTANT**) efforts required to provide the services and deliverables detailed below to The City of Gulfport (**OWNER**).

Following is an outline showing the tasks associated with successful completion of this project:

BASIC SERVICES

- I. Project Management & Data Collection
 1. Project Management
 2. Survey
 3. Previous Studies and Other Existing Information Relevant to the Project Area
- II. Agency Coordination
 1. CSX Coordination
 2. MDOT Coordination
 3. FRA Coordination
 4. Gulfport Downtown Main Street
- III. Conceptual Plans & CSX Preliminary Engineering Review (PER)
 1. Diagnostic Survey
 2. Conceptual Design Drawings
 3. CSX Preliminary Engineering Review Application and Approval
 4. FRA Quiet Zone Request Process
- IV. NEPA Analysis
 1. Field studies to determine potential project impacts.
 2. Preparation of Environmental Clearance Documentation (Categorical Exclusion)
- V. Final Engineering Plans
 1. Final Construction Plan Design for Bidding / Ready to Construct
 2. Final NEPA Permitting Approval
 3. Quantities, Specifications, and Estimates

TASK I. Project Management & Data Collection

1. **Project Management** – **CONSULTANT** will attend a maximum of ten (10) meetings at the site. These meetings will be for the purposes of coordinating with the **OWNER**, other consultants, CSX, or MDOT or any other parties pertinent to the project. Additionally, the **CONSULTANT** will provide Project Management for the project from inception until completion.

EXHIBIT A

2. **Surveys** - **CONSULTANT** will use the services of a **Machado Patano, PLLC** (as approved by the City of Gulport) for surveys. Surveys will include the following tasks.
 - a. Provide complete topographic survey of the anticipated project area, which is: a distance of approximately one (1) block along the CSX line and adjacent roads both east and west of Highway 49 AND a distance of approximately 300-feet along Highway 49 both north and south of the CSX line.
 - b. Topographic survey to include all above ground improvements
 - c. All drainage pipes shall be located and elevations, type, material, and sizes of pipes shall be provided.
 - d. Locate all structures, utilities, trees, shrubs, fences, driveways, and other encroachments within 10 feet of the existing right-of-way.
 - e. Locate all property corners and right-of-way monuments within the project limits.
 - f. Horizontal and Vertical coordinates shall be based on the Mississippi State Plane Coordinate System and NGVD 1998.

Should the project require the acquisition of right-of-way and/or easements, complete boundary surveys of the respective properties will be performed for the preparation of the legal descriptions and associated plats. Survey services required for the acquisition of right-of-way and easements will be considered an additional service and will require a Supplemental Agreement.

3. **Previous Studies and Other Existing Information Relevant to the Project Area** – The **CONSULTANT** will collect and assemble information from existing studies or any other relevant information about the project and project area.

The above service required to complete Task I shall be completed for a Lump Sum Fee of \$35,010.00.

TASK II. Agency Coordination

1. **CSX Coordination** – **CONSULTANT** will coordinate with CSX, as needed, for the purpose of finalizing their requirements for the successful completion of the Project.
2. **MDOT Coordination** – **CONSULTANT** will coordinate with MDOT, as needed, for the purpose of incorporating their R.O.W. requirements and permits for the successful completion of the Project.
3. **Federal Railroad Administration (FRA)** – **CONSULTANT** will coordinate with the FRA, as required, for the proposed Quiet Zone.

EXHIBIT A

4. **Gulfport Main Street – CONSULTANT** will coordinate the plans with Gulfport Main Street for crossing and connectivity.

The above services required to complete Task II shall be completed for a Lump Sum Fee of \$12,080.00.

TASK III. Conceptual Design & CSX Preliminary Engineering Review

1. **Perform Diagnostic Survey – CONSULTANT** will work with representatives from the City of Gulfport, CSX, MDOT, and FRA to look at all relevant data and operational characteristics of the crossing.
2. **Prepare Conceptual Design Drawings – CONSULTANT** will prepare the conceptual drawings necessary for submittal to CSX. These drawings will incorporate the intent of the Project and shall incorporate all CSX, MDOT, and FRA requirements resulting from the Task II effort as well as the results of the Diagnostic Survey.
3. **Prepare and Submit Documentation for CSX Preliminary Engineering Review (PER) – CONSULTANT** will complete and submit the CSX PER application with all required back up documentation. Additionally, the **CONSULTANT** will coordinate with CSX throughout the PER approval process and make any required conceptual plan modifications required to obtain PER approval.
4. **Prepare and Assist the City with the Quiet Zone Request Process – CONSULTANT** will prepare any required documentation for submittal to the FRA regarding the planned Quiet Zone. This process will follow 49 CFR Part 222, as required by the FRA. **CONSULTANT** will coordinate with CSX and MDOT for the completion of this task.

The above services required to complete Task III shall be completed for a Lump Sum Fee of \$27,330.00. PLEASE NOTE: This Task fee does not include costs incurred by CSX or their consultants.

TASK IV. NEPA Analysis

1. The **CONSULTANT** will coordinate with the **OWNER** and FRA to determine the Environmental Class of Action for the proposed project. Since the project does not require new right of way, does not add capacity, nor increase speeds, it is anticipated that the project will require the completion of a Categorical Exclusion (CE) in accordance with the National Environmental Policy Act (NEPA). As part of the NEPA Analysis, potential impacts to the human and natural environment will be considered. Impacts to be evaluated include, but are not limited to: land use, cultural resources, public facilities and other community features, transportation, noise and vibration, air quality, water quality, and hazardous materials. Field

EXHIBIT A

studies to verify environmental conditions within and adjacent to the project area will be completed. The findings of the NEPA analysis will be documented using the FRA's Categorical Exclusion Worksheet (FRA F 217 (08/2018)).

The above services required to complete Task III shall be completed for a Lump Sum Fee of \$25,120.00.

TASK V. Final Engineering Plans

1. **Complete Final Construction Plan Design** – **CONSULTANT** will incorporate all information obtained and decisions made in Tasks I – IV to produce Final Construction Plans. This will include, but not be limited to:
 - a. Plan and Profiles
 - b. Cross Sections
 - c. Grading and Drainage
 - d. Traffic Control
 - e. Erosion Control
 - f. Traffic Striping
 - g. Construction Phasing Plan
3. **Quantities, Specifications, and Estimates** – **CONSULTANT** will prepare the following:
 - i. Quantity and Computations - Based upon the final plans, quantity computations will be performed for each item of work designated as unit price pay items. Computations will be tabulated in the quantity summaries on the final plans.
 - b. Standard Specifications
 - i. The *Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition* will be used.
 - ii. The *CSX Public Projects Manual, 2017* will be used.
 - iii. *49 CFR Part 222* will be used for Quiet Zone requirements.
 - c. Special Provisions
 - i. Special provisions will be prepared for those items of work not covered as desired in the Standard State Specifications or existing Standard Special Provisions.
 - d. *Final Cost Estimate*
 - i. Based upon the final quantities, a final estimate of probable construction cost will be prepared. The **CONSULTANT** does not guarantee that the actual quantities and construction cost will not vary from the estimates provided. MDOT pay item numbers will be used to the fullest extent practical.

EXHIBIT A

The above services required to complete Task V shall be completed for a Lump Sum Fee of \$20,455.00. PLEASE NOTE: This Task fee does not include costs incurred by CSX or their consultants.

TOTAL LUMP SUM FEE FOR ALL TASKS = \$119,995.00
--

The proposed Lump Sum amounts shown herein represent the direct and indirect costs (including sub-consultants) agreed to between the City of Gulfport and Michael Baker International. These proposed Lump Sum Task amounts exclude any costs that will be required separately between the City and CSX. The City should anticipate additional CSX costs including, but not be limited to: railroad flagmen, fees for meetings (CSX or CSX Consultants), fees for Preliminary Engineering Review (CSX or CSX Consultants), and fees for CSX generated final design documents (CSX or CSX Consultants).

SPECIAL SERVICES

I. Surveying Services for Right-of-Way and/or Easement Acquisition

The **CONSULTANT** shall assist, if requested, the **OWNER** with the preparation of boundary surveys for the purpose of acquiring property for Right-of Way and/or Easements.

The **CONSULTANT** will perform surveys in accordance with the minimum standards for a Class "C" survey in the State of Mississippi. Each survey plat will include the following:

1. Survey plat of each plat of each parcel of land showing all improvements.
2. A legal description for the acquisition area.
3. A legal description for the remnant area.

The **CONSULTANT** shall provide the information listed above for the **OWNER's** use in acquiring the necessary property for the project. No additional services by the **CONSULTANT** will be required after submission of the survey plats and legal descriptions.

This work will be completed on an "as needed basis", and the **CONSULTANT** shall provide the **OWNER** with the cost to complete these services and receive approval prior to the undertaking of any activities.

Exhibit "B" PAYMENT TERMS

Four Quadrant Gate Crossing at Highway 49

1) DIRECT LABOR:

TASK	Operations Manager	Project Manager	Senior Planner	RR Consultant	Engineer	Planner	Designer	Technician	Totals
Task I Project Management & Data Collection									
Project Management	4	24	8	4					
Survey		4	4						
Previous Studies and Other Existing Info....		8	16			14	1		
Task I Total Hours	4	36	28	4	0	14	1	0	
Average Hourly Rate	\$200.00	\$165.00	\$165.00	\$165.00	\$115.00	\$115.00	\$80.00	\$60.00	
Salary Cost	\$800.00	\$5,940.00	\$4,620.00	\$660.00	\$0.00	\$1,610.00	\$80.00	\$0.00	\$13,710.00
Task II Agency Coordination									
CSX Coordination		8	4	8		4			
MDOT Coordination	4	8	4	8		4			
FRA Coordination		8	4	8		4			
Task II Total Hours	4	24	12	24	0	12	0	0	
Average Hourly Rate	\$200.00	\$165.00	\$165.00	\$165.00	\$115.00	\$115.00	\$80.00	\$60.00	
Salary Cost	\$800.00	\$3,960.00	\$1,980.00	\$3,960.00	\$0.00	\$1,380.00	\$0.00	\$0.00	\$12,080.00
Task III Conceptual Plans & CSX PER									
Diagnostic Survey	4	8	8	24					
Conceptual Design Drawings		12		4	24		50		
CSX Prelim Engineering		8		8					
FRA Quiet Zone Request		8	8	16		8			
Task III Total Hours	4	36	16	52	24	8	50	0	
Average Hourly Rate	\$200.00	\$165.00	\$165.00	\$165.00	\$115.00	\$115.00	\$80.00	\$60.00	
Salary Cost	\$800.00	\$5,940.00	\$2,640.00	\$8,580.00	\$2,760.00	\$920.00	\$4,000.00	\$0.00	\$25,640.00
Task IV NEPA Analysis									
Field Studies			16			16			
Env Doc Prep		8	40	8	8	80	16		
Task V Total Hours	0	8	56	8	8	96	16	0	
Average Hourly Rate	\$200.00	\$165.00	\$165.00	\$165.00	\$115.00	\$115.00	\$80.00	\$60.00	
Salary Cost	\$0.00	\$1,320.00	\$9,240.00	\$1,320.00	\$920.00	\$11,040.00	\$1,280.00	\$0.00	\$25,120.00
Task V Final Engineering Plans									
Final Construction Plans	4	12			24		40		
Final NEPA Approval	4	8	8			16			
Quantities, Specifications, & Estimates					16		24		
Task V Total Hours	8	20	8	0	40	16	64	0	
Average Hourly Rate	\$200.00	\$165.00	\$165.00	\$165.00	\$115.00	\$115.00	\$80.00	\$60.00	
Salary Cost	\$1,600.00	\$3,300.00	\$1,320.00	\$0.00	\$4,600.00	\$1,840.00	\$5,120.00	\$0.00	\$17,780.00
Task VI QA/QC Reviews									
QA/QC	1	4	3	8					
Task VI Total Hours	1	4	3	8	0	0	0	0	
Average Hourly Rate	\$200.00	\$165.00	\$165.00	\$165.00	\$115.00	\$115.00	\$80.00	\$60.00	
Salary Cost	\$200.00	\$660.00	\$495.00	\$1,320.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,675.00
Total Hours	21	128	123	96	72	146	131	0	
Average Hourly Rate	\$200.00	\$165.00	\$165.00	\$165.00	\$115.00	\$115.00	\$80.00	\$60.00	
Salary Cost	\$4,200.00	\$21,120.00	\$20,295.00	\$15,840.00	\$8,280.00	\$16,790.00	\$10,480.00	\$0.00	\$97,005.00

2) SUBCONSULTANT COSTS:

Surveying (Machado Patano)
Topographic Survey

1

LS

\$21,300.00

\$21,300.00

\$21,300.00

3) OTHER DIRECT COSTS:

Description	Quantity	Unit	Unit Cost	
Black and White Prints - 5 sets	50	Each	\$1.00	\$50
Project Manuals - 5 sets	5	Each	\$100.00	\$500
Hotel	3	Each	\$120.00	\$360
Meals	3	Each	\$46.00	\$138
Mileage (30 trips @ 40 miles ea)	1200	Miles	\$0.535	\$642
Total ODCs				\$1,690.00

4) TOTAL FIXED FEE

\$119,995.00

RFP Evaluation Form - Engineering Services/Quad Gates						
Evaluator # final		Compton Engineering	Neel Schaffer	Michael Baker	Overstreet & Associates	
Evaluation Criteria	Points					
1. The experience in performing the type of work outlined in the Scope of Work.	20	51	58	60	49	
2. Qualifications of the principals and professionals to be assigned.	20	50	56	57	52	
3. The consultant's experience in working with projects involving public funding.	20	55	59	60	54	
4. The extent of in-house capabilities of the firm.	20	49	56	58	48	
5. The consultant's size and capability of available staff perform this work in accordance with an expedited progress schedule, considering the firm's current and planned workload.	20	52	54	59	52	
TOTAL SCORE	100	257	283	294	255	
STRENGTHS						
WEAKNESSES						

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 AMENDMENT NO. 1 TO THE CITY'S CONTRACT WITH DNA
UNDERGROUND, LLC, FOR THE REPAIR AND REPLACEMENT UNIT PRICE
PROJECT, TO AUTHORIZE THE MAYOR OR DESIGNEE TO EXECUTE SAID
CONTRACT AMENDMENT, AND FOR RELATED PURPOSES**

WHEREAS, the City has contracted with DNA Underground, LLC, to provide services for various repair and replacement projects as may be required by Engineering or Public Works, which contract provides the Department of Public Works and Engineering with another option for completing needed repairs in a timely and convenient manner; and

WHEREAS, by mutual agreement, the City of Gulfport and DNA Underground, LLC, desire to extend the current contract for one year as allowed by the Contract, for a new contract period through June 20, 2021, with no increase in pricing to the Contract; and

WHEREAS, a proposed Amendment No. 1 to the Gulfport Repair and Replacement Unit Price Project 2019 between the City of Gulfport and DNA Underground, LLC is attached hereto as Exhibit "A", as recommended by the City Engineer.

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 Amendment No. 1 to the contract with DNA Underground, LLC, be and the same is hereby approved in the form as is found in Exhibit "A" to this resolution, and the Mayor is, hereby, authorized to execute the same on behalf of the City of Gulfport.

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

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted,
this the _____ day of _____, 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. 
Date: 5/15/20
Re: **Amendment No. 1 – One-Year Contract Extension**
- Gulfport Repair and Replacement, Unit Price Project
- DNA Underground, LLC.

Attached for your consideration is Amendment No. 1 for the referenced project. This Amendment shall extend the current contract for one year as allowed by the Contract. The new contract time will be until August 6, 2021 at the current bid prices.

We have been using this type of unit price project for many years. This contracting arrangement allows the City a method to perform street, drainage, water, and sewer work quickly for emergency, maintenance, or expansion projects.

No funding is required at this time. We will use this project on an as needed basis with available funding. It will provide the Department of Public Works and Engineering with another option for completing needed repairs in a timely and convenient manner.

Please place this item on the June 2, 2020 Council Agenda.

This item has been approved by:

Mayor or C.A.O. _____

Attachments: 1. Dustin Gartman (DNA Underground) Letter
2. Amendment No. 1



16101 S Swan Road
Gulfport, MS 39503
Phone/Fax: (228) 284-5049
Cell: (228) 216-0863

April 27, 2020

City of Gulfport
PO Box 1780
Gulfport, MS 39502

RE: Gulfport Repair & Replace Unit Price Project – Renewal

Tyler,

Please find this letter as the official notice of request for the one year extension contract for the Gulfport Repair & Replace Unit Price Project. If any other documents are needed, feel free to call at any time.

Sincerely,

A handwritten signature in blue ink, appearing to read 'D. Gartman', with a stylized flourish at the end.

Dustin Gartman

Amendment No. 1

Gulfport Repair and Replacement Unit Price Project 2019

This Amendment is hereby made a part of the Contract Agreement to the same extent as though it were originally included therein.

Listed below are the revisions which are referenced to the designated locations in the Contract Agreement:

FOR REVISION:

1. **Article 3. Contract Times.** 3.3 This Contract will be effective for three hundred sixty-five (365) calendar days and one (1) additional period of three hundred sixty-five (365) calendar days after the contract time commences.

CITY OF GULFPORT

BY _____

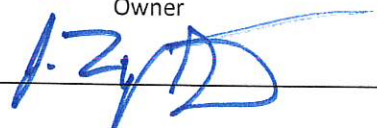
MAYOR

Attest _____

DNA UNDERGROUND, LLC.

BY  _____

Owner

Attest  _____

Amendment No. 1

Gulfport Repair and Replacement Unit Price Project 2019

This Amendment is hereby made a part of the Contract Agreement to the same extent as though it were originally included therein.

Listed below are the revisions which are referenced to the designated locations in the Contract Agreement:

FOR REVISION:

1. **Article 3. Contract Times.** 3.3 This Contract will be effective for three hundred sixty-five (365) calendar days and one (1) additional period of three hundred sixty-five (365) calendar days after the contract time commences.

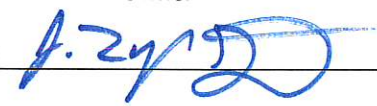
CITY OF GULFPORT

BY _____
MAYOR

Attest _____

DNA UNDERGROUND, LLC.

BY  _____
Owner

Attest  _____

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

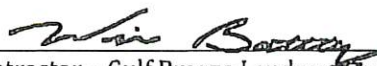
This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on May 8, 2020.



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:

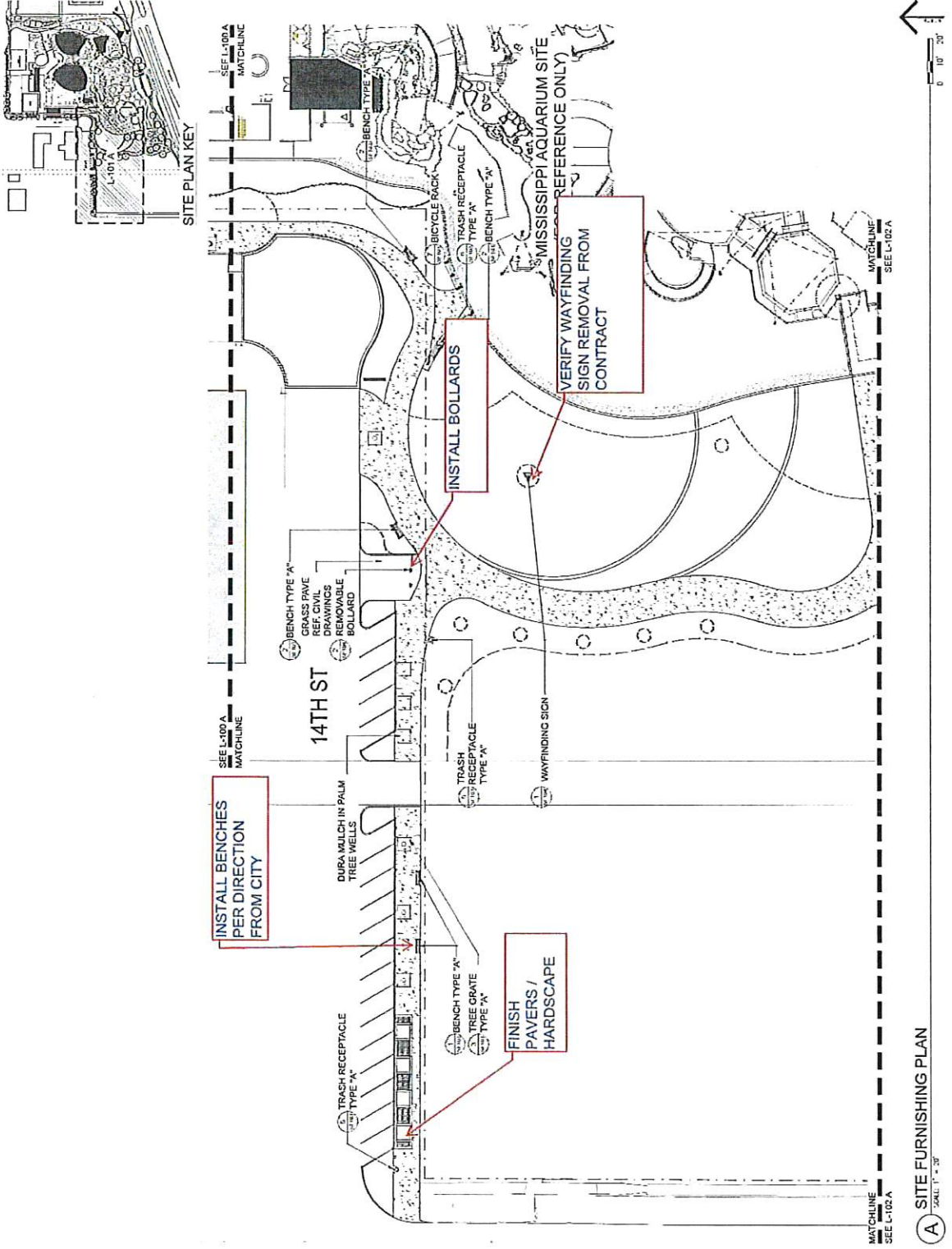
1. Clean trunks on palms to a consistent height as discussed
2. Cut dead Palm fronds off and dispose
3. Clean trunks of Elms as discussed
4. Move 1st row of juniper in areas discussed to fill extra bed.
5. Remove tree cables that are not still required and neatly circle them up with a zip tie under the 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



THE MATERIALS LISTED IN THIS PLAN ARE FOR INFORMATION ONLY. THE MATERIALS LISTED IN THIS PLAN ARE FOR INFORMATION ONLY. THE MATERIALS LISTED IN THIS PLAN ARE FOR INFORMATION ONLY.



CHRISTIANPREUS
Landscape Architecture
1000 17th St NW, Suite 1000
Washington, DC 20036
Phone: 202.462.1000
www.christianpreus.com

CELEBRATING 50 YEARS

1963-2013

www.bmaengineering.com

BROWN, MITCHELL & ALEXANDER, INC.

CONSULTING ENGINEERS

bma

1000 17th St NW, Suite 1000
Washington, DC 20036
Phone: 202.462.1000
www.bmaengineering.com

DATE: 01/15/2013

BY: [Signature]

DOWNTOWN STREETSCAPE IMPROVEMENTS PROJECT - PHASE II

SITE FURNISHING PLAN

SHEET SF-101

PROJECT: DOWNTOWN STREETSCAPE IMPROVEMENTS PROJECT - PHASE II

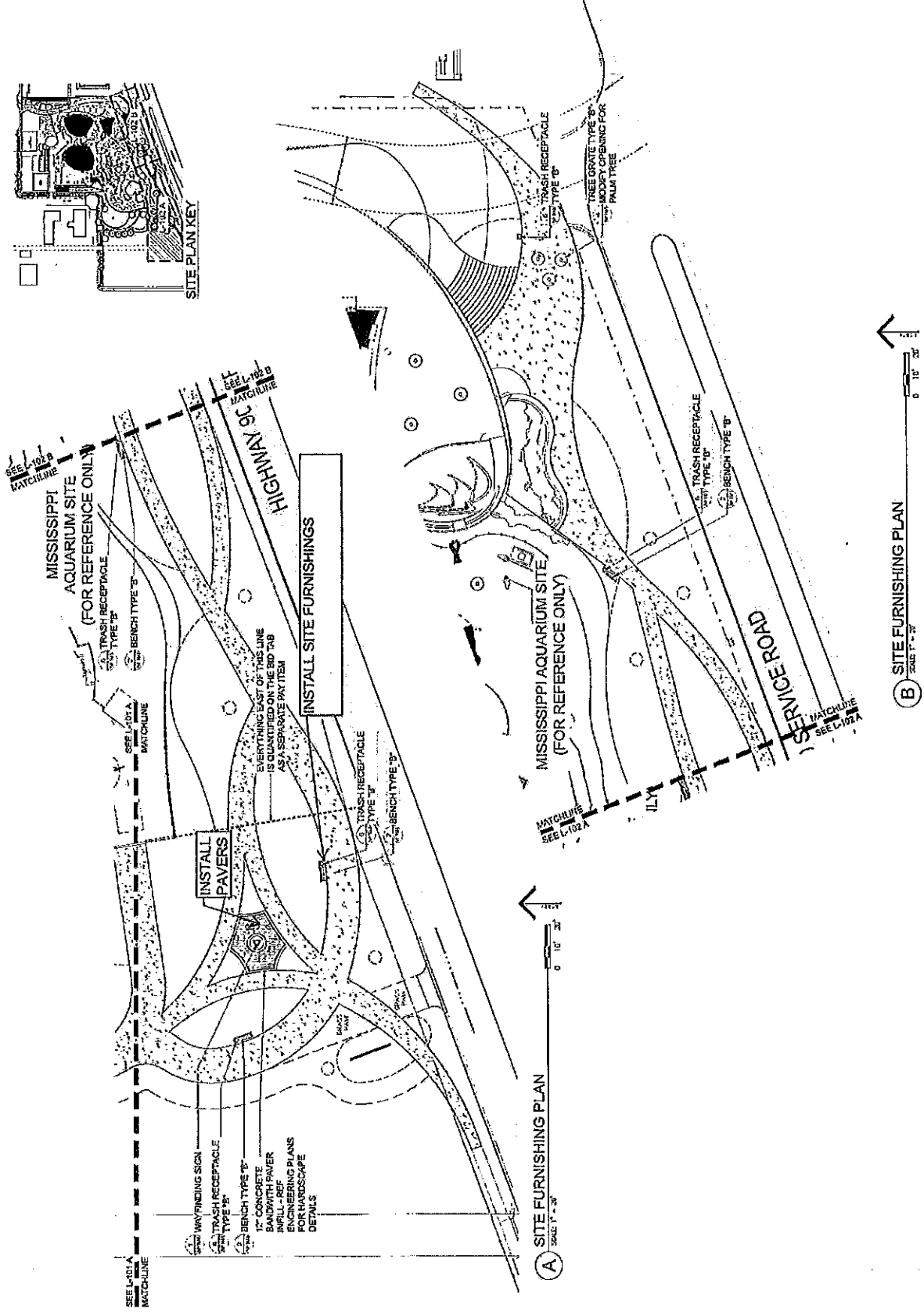
CITY: CITY OF GULFPORT, MISSISSIPPI

SCALE: 1" = 20'

DATE: 01/15/2013

BY: [Signature]

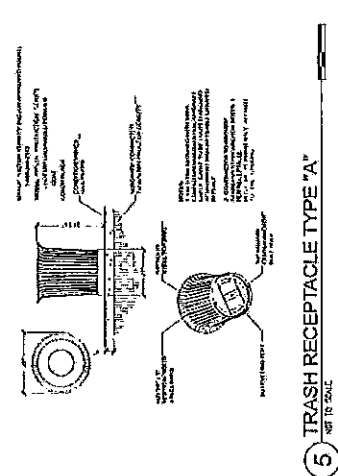
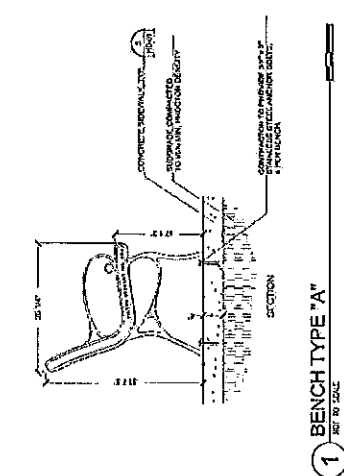
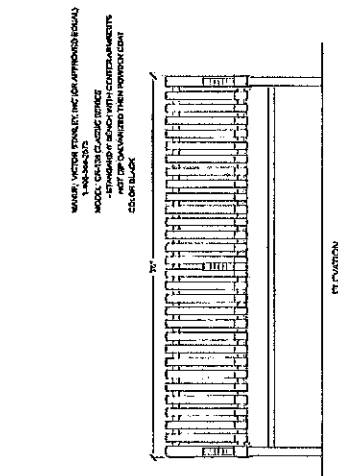
THE INFORMATION CONTAINED HEREIN IS FOR THE USE OF THE CLIENT AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE CONSULTANT. THE CONSULTANT ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS IN THIS PLAN OR FOR ANY DAMAGE TO PERSONS OR PROPERTY CAUSED BY THE USE OF THIS PLAN.



CHRISTIANPREUS
Landscape Architecture

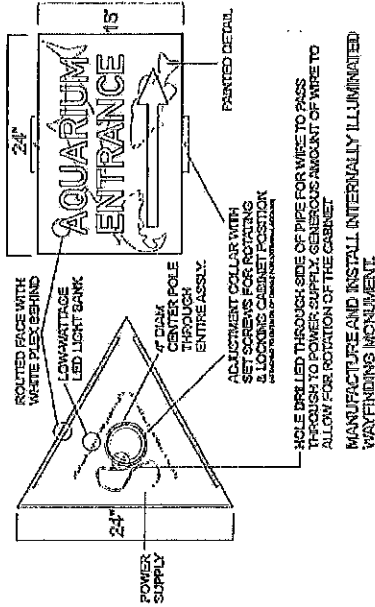
DOWNTOWN STREETSCAPE IMPROVEMENTS PROJECT - PHASE III
 SITE FURNISHING PLAN
 DATE: 01/15/2015
 DRAWN BY: J. PREUS
 CHECKED BY: J. PREUS
 APPROVED BY: J. PREUS
 PROJECT NO.: 15-001
 SHEET NO.: 102
 TOTAL SHEETS: 102
 SCALE: 1" = 30'

bma
 BROWN, MITCHELL & ALEXANDER, INC.
 CONSULTING ENGINEERS
 1111 LAFAYETTE STREET
 SUITE 100
 NEW ORLEANS, LA 70112
 (504) 581-1111
 WWW.BMA-ENGINEERS.COM



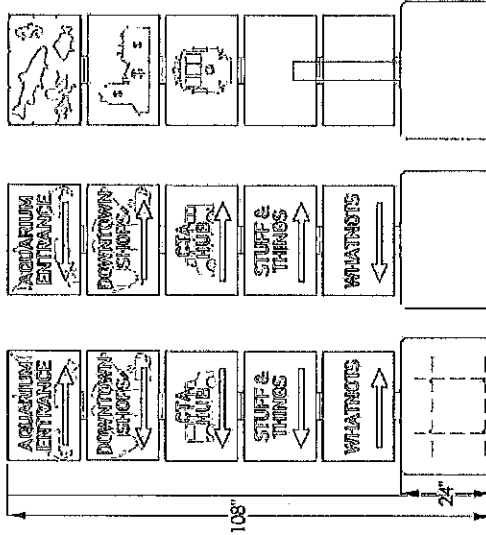
TOP VIEW

FACE VIEW



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

RAINBOW SIGNS OR APPROVED EQUAL. PHONE: 333-7711



- ☐ PMS2285
- ☐ PMS330

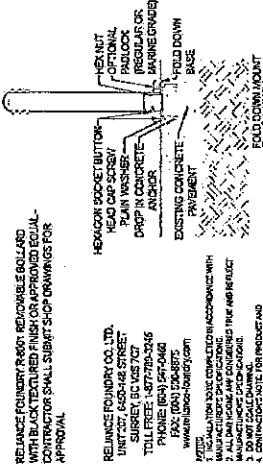
CONCRETE FOOTING (5,000 PSI CONCRETE) 18" STEEL REBAR AT 8" OC VERTICALLY AND HORIZONTALLY

1 WAY-FINDING SIGN DETAIL

NOT TO SCALE

2 REMOVABLE BOLLARD DETAIL

NOT TO SCALE



RELIANCE FOUNDRY RAINBOW REMOVABLE BOLLARD WITH BLACK TEXTURED FINISH OR APPROVED EQUAL. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR APPROVAL.

RELIANCE FOUNDRY CO. LTD.
UNIT 107, 650-48 STREET
WILLOWDALE, ONTARIO M2H 1P1
TOLL FREE: 1-877-763-3246
PHONE: (904) 597-0400
FAX: (904) 597-0875
WWW.RELIANCE-FOUNDRY.COM

1. INSTALLATION SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL REQUIREMENTS. THE BOLLARD SHALL BE MANUFACTURED TO THE FOLLOWING SPECIFICATIONS:
1. BOLLARD SHALL BE 18" DIA. X 36" HIGH.
2. BOLLARD SHALL BE 18" DIA. X 36" HIGH.
3. BOLLARD SHALL BE 18" DIA. X 36" HIGH.

CHRISTIANPREUS
Landscape Architecture

SF-104

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

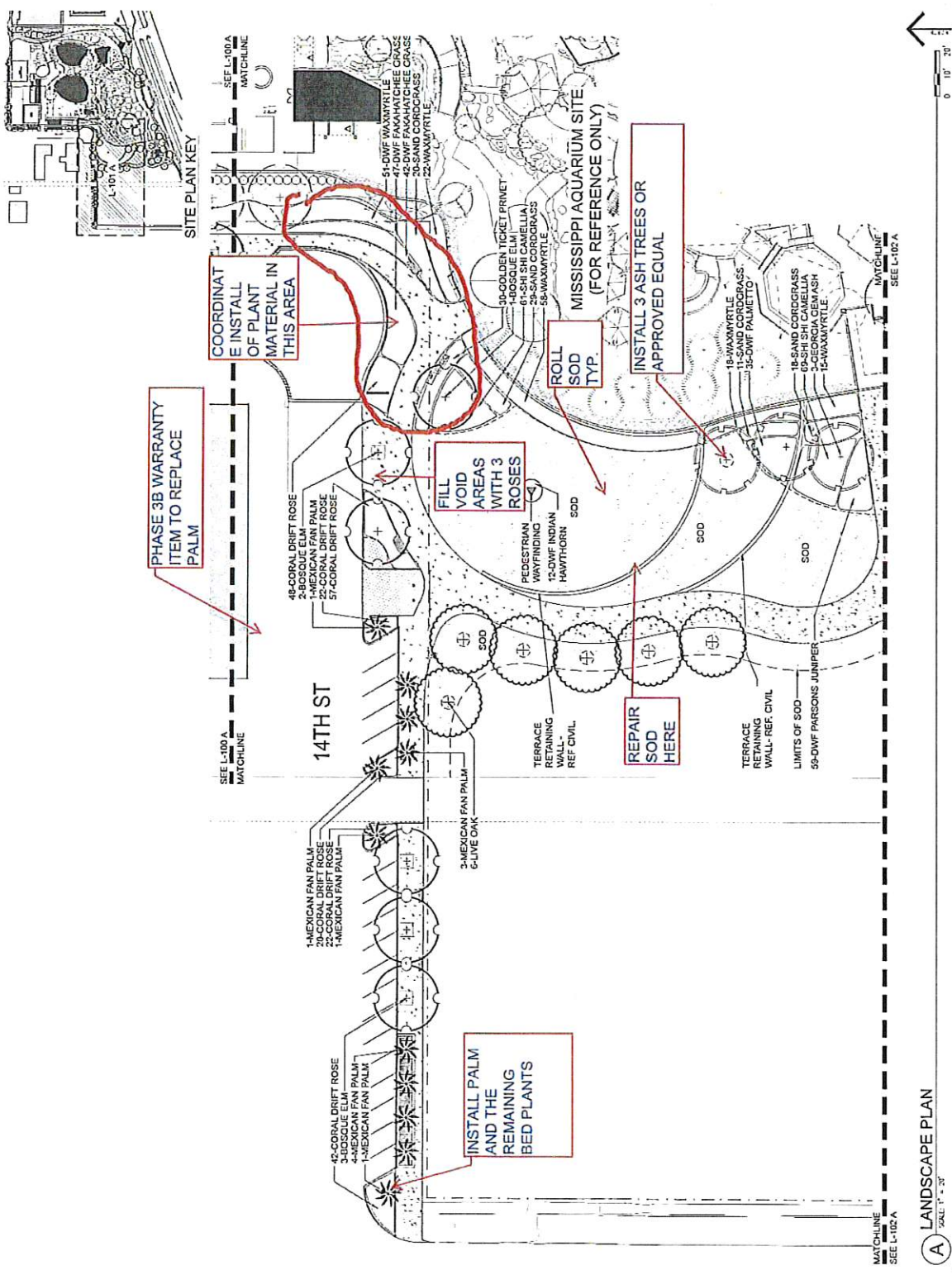
BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS

CELEBRATING 50 YEARS
1964-2014
100 YEARS OF SERVICE
1914-2014
100 YEARS OF SERVICE
1914-2014



CHRISTIANPREUS
Landscape Architecture
Markus Preuss, Landscape Architect
Friedrich Preuss, Landscape Architect
Friedrich Preuss, Landscape Architect

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF BROWN, MITCHELL & ALEXANDER, INC. AND ARE NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM BROWN, MITCHELL & ALEXANDER, INC. A PERMIT TO REPRODUCE THESE PLANS FOR ANY OTHER PROJECT IS NOT TO BE GRANTED BY BROWN, MITCHELL & ALEXANDER, INC. WITHOUT THE WRITTEN CONSENT OF BROWN, MITCHELL & ALEXANDER, INC. A PERMIT TO REPRODUCE THESE PLANS FOR ANY OTHER PROJECT IS NOT TO BE GRANTED BY BROWN, MITCHELL & ALEXANDER, INC. WITHOUT THE WRITTEN CONSENT OF BROWN, MITCHELL & ALEXANDER, INC.



LANDSCAPE PLAN

CITY OF GULFPORT, MISSISSIPPI

IMPROVEMENTS PROJECT - PHASE III

DOWNTOWN STREETScape

DATE: 1/20/2018

SCALE: 1" = 20'

FILE: 1334433.dwg

SHEET: 1-101

50 YEARS

CELEBRATING

BROWN, MITCHELL & ALEXANDER, INC.

CONSULTING ENGINEERS

www.bma-engineers.com

bma

BROWN, MITCHELL & ALEXANDER, INC.

CONSULTING ENGINEERS

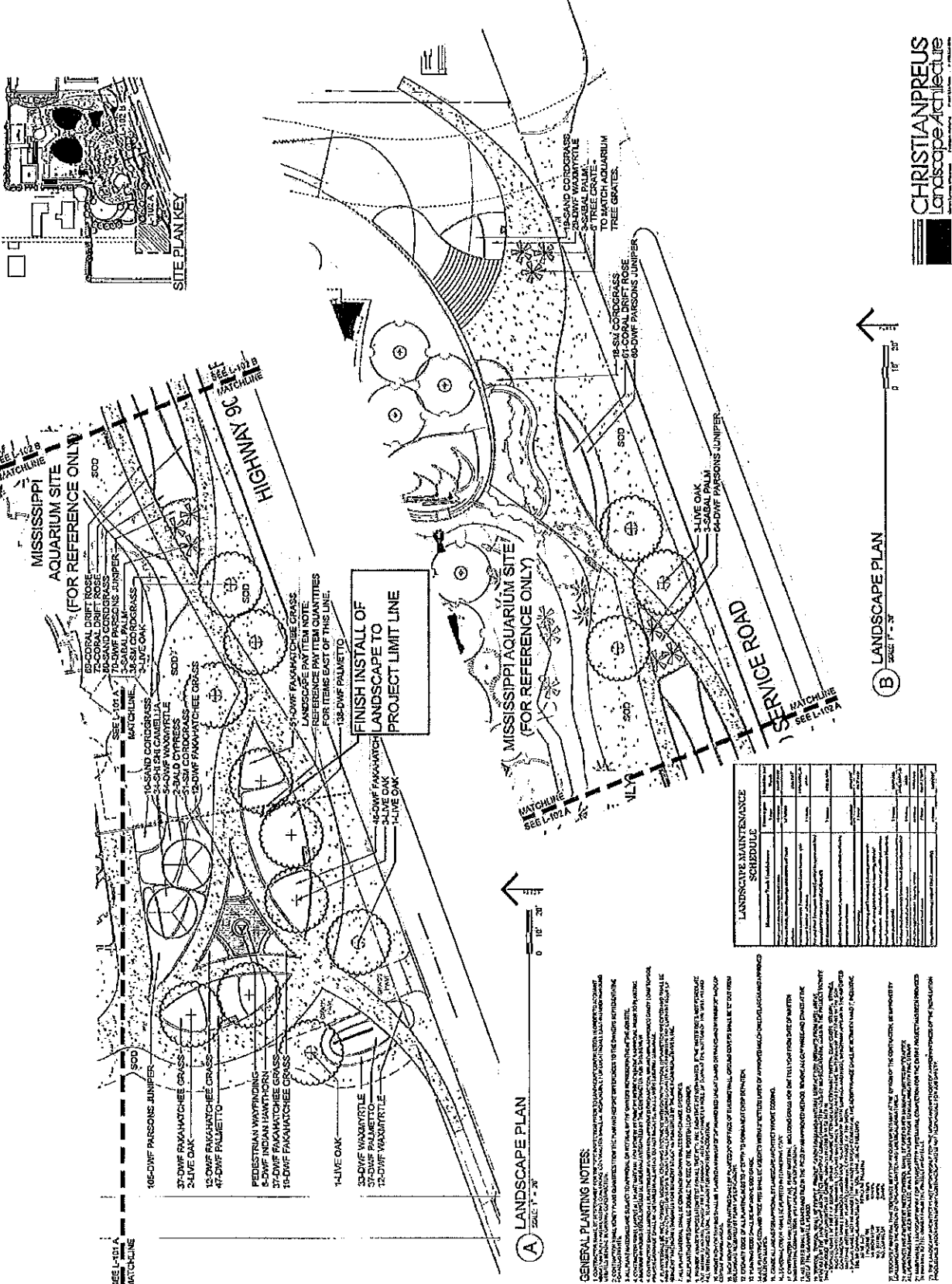
www.bma-engineers.com

DATE: 1/20/2018

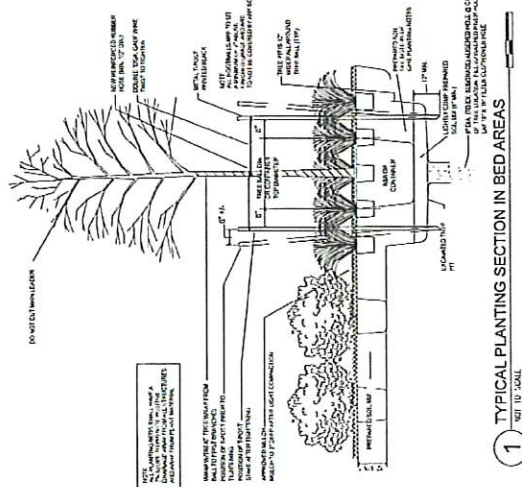
BY: [Signature]

CHECKED: [Signature]

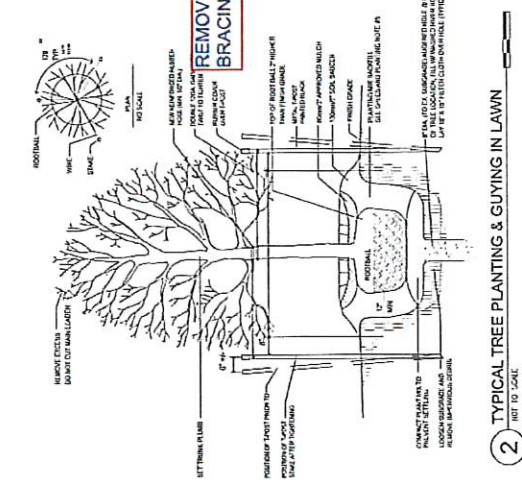
CHRISTIANPREUS
Landscape Architecture



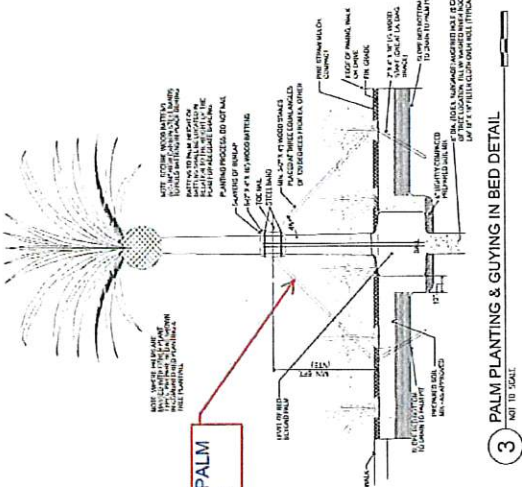
THESE DRAWINGS ARE THE PROPERTY OF BROWN, MITCHELL & ALEXANDER, INC. AND ARE NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF BROWN, MITCHELL & ALEXANDER, INC. A VIOLATION OF THIS POLICY WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.



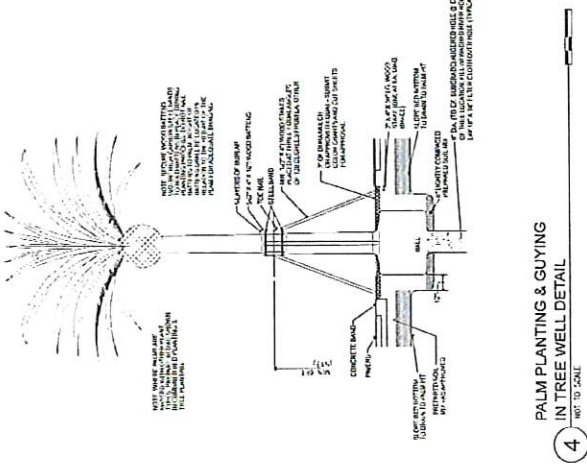
1 TYPICAL PLANTING SECTION IN BED AREAS
NOT TO SCALE



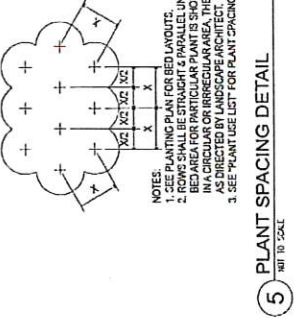
2 TYPICAL TREE PLANTING & GUYING IN LAWN
NOT TO SCALE



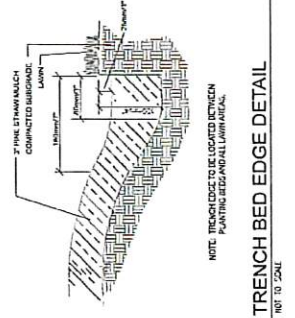
3 PALM PLANTING & GUYING IN BED DETAIL
NOT TO SCALE



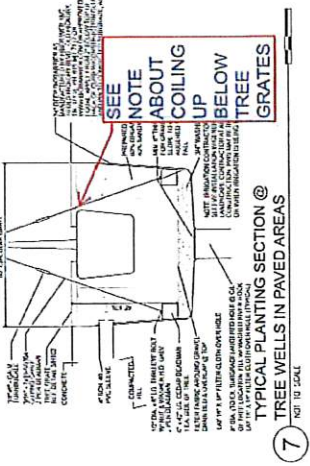
4 PALM PLANTING & GUYING IN TREE WELL DETAIL
NOT TO SCALE



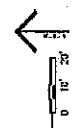
5 PLANT SPACING DETAIL
NOT TO SCALE



6 TRENCH BED EDGE DETAIL
NOT TO SCALE



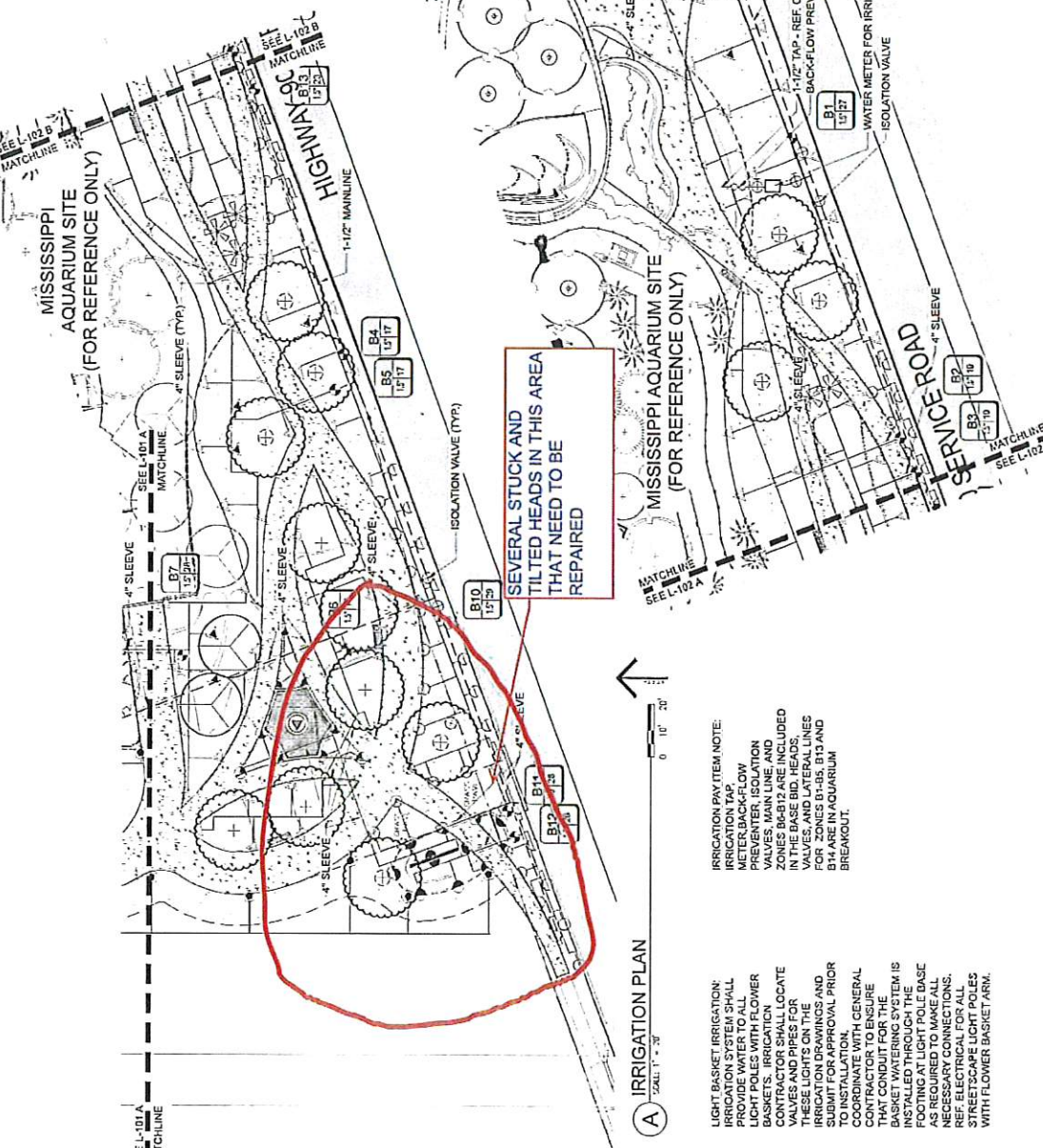
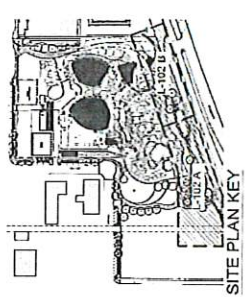
7 TYPICAL PLANTING SECTION @ TREE WELLS IN PAVED AREAS
NOT TO SCALE



IRRIGATION PLAN
SCALE 1" = 20'

CHRISTIANPREUS
Landscape Architecture

THE PROPOSED IRRIGATION SYSTEM SHOWN ON THIS PLAN IS BASED ON THE INFORMATION PROVIDED BY THE CLIENT. THE DESIGNER HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS ASSUMED THAT THE INFORMATION PROVIDED IS ACCURATE. THE DESIGNER HAS NOT CONDUCTED A FIELD SURVEY OF THE SITE AND HAS NOT VERIFIED THE INFORMATION PROVIDED. THE DESIGNER HAS NOT CONDUCTED A FIELD SURVEY OF THE SITE AND HAS NOT VERIFIED THE INFORMATION PROVIDED. THE DESIGNER HAS NOT CONDUCTED A FIELD SURVEY OF THE SITE AND HAS NOT VERIFIED THE INFORMATION PROVIDED.



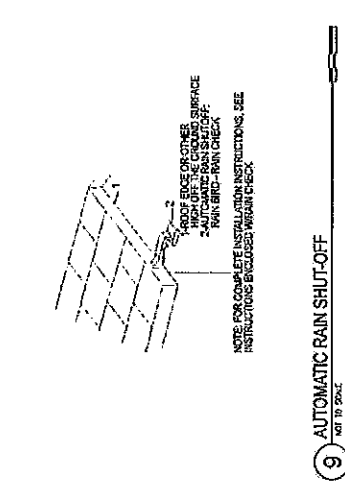
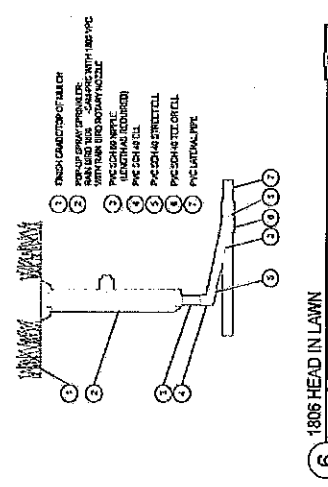
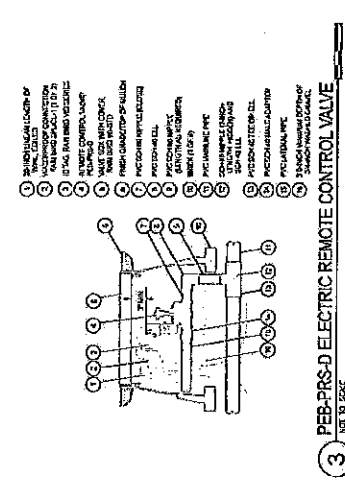
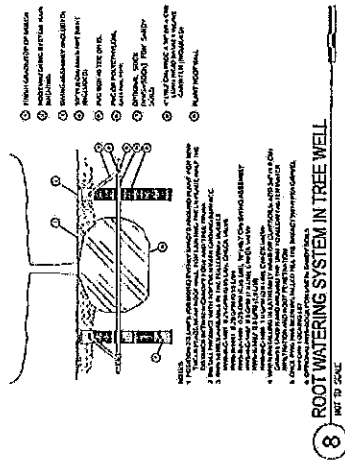
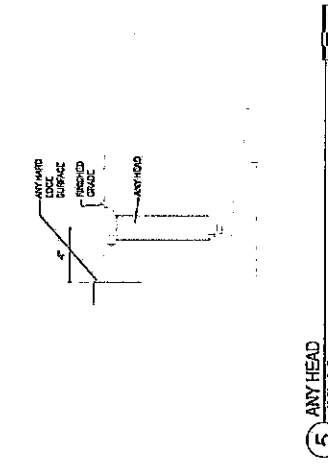
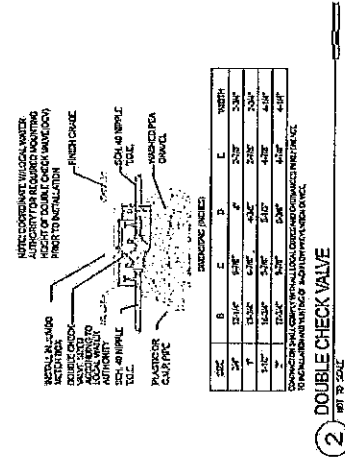
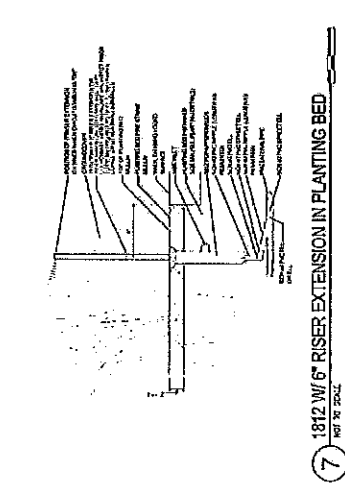
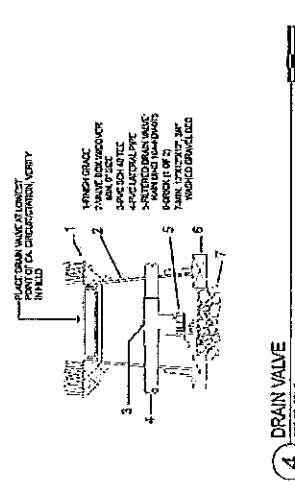
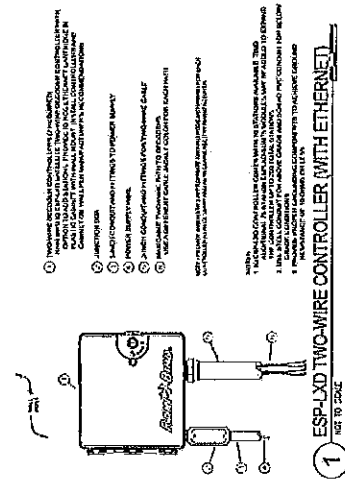
A IRRIGATION PLAN
SCALE: 1" = 20'

IRRIGATION PAY ITEM NOTE:
IRRIGATION SYSTEM SHALL PROVIDE WATER TO ALL LIGHT POLES WITH FLOWER BASKETS. IRRIGATION CONTRACTOR SHALL LOCATE VALVES AND PIPES FOR THE BASKET IRRIGATION SYSTEM. IRRIGATION CONTRACTOR SHALL SUBMIT FOR APPROVAL PRIOR TO INSTALLATION. COORDINATE WITH GENERAL CONTRACTOR TO ENSURE THE BASKET IRRIGATION SYSTEM IS INSTALLED THROUGH THE FOOTING AT LIGHT POLE BASE AS REQUIRED TO MAKE ALL NECESSARY CONNECTIONS. THE CONTRACTOR SHALL PROVIDE ALL LIGHT POLES WITH FLOWER BASKET ARM.

IRRIGATION PAY ITEM NOTE:
IRRIGATION SYSTEM SHALL PROVIDE WATER TO ALL LIGHT POLES WITH FLOWER BASKETS. IRRIGATION CONTRACTOR SHALL LOCATE VALVES AND PIPES FOR THE BASKET IRRIGATION SYSTEM. IRRIGATION CONTRACTOR SHALL SUBMIT FOR APPROVAL PRIOR TO INSTALLATION. COORDINATE WITH GENERAL CONTRACTOR TO ENSURE THE BASKET IRRIGATION SYSTEM IS INSTALLED THROUGH THE FOOTING AT LIGHT POLE BASE AS REQUIRED TO MAKE ALL NECESSARY CONNECTIONS. THE CONTRACTOR SHALL PROVIDE ALL LIGHT POLES WITH FLOWER BASKET ARM.

B IRRIGATION PLAN
SCALE: 1" = 20'

CHRISTIANPREUS
Landscape Architecture



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 SUPPLEMENTAL AGREEMENT #1 TO CONTRACT WITH MISSISSIPPI
ENGINEERING GROUP, INC., FOR CONSTRUCTION ENGINEERING AND INSPECTION
SERVICES IN CONNECTION WITH THE DEDEAUX ROAD WIDENING PHASE 1 PROJECT,
TO AUTHORIZE THE MAYOR TO EXECUTE SAID SUPPLEMENTAL AGREEMENT, AND
FOR RELATED PURPOSES**

WHEREAS, Mississippi Engineering Group, Inc. (hereinafter, MSEG), was awarded the contract for Construction Engineering and Inspection Services in connection with City's project to widen a portion of Dedeaux Road from Three Rivers Road to DeDe Drive; 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 increase in costs (\$144,986.53), as more fully described in the memorandum from City Engineer Kris Riemann; and

WHEREAS, approval of Supplemental Agreement #1, subject to the approval of the Mississippi Department of Transportation, 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 MSEG be and it is hereby approved in the form as is found in Exhibit "A" to this resolution, subject to final approval by the Mississippi Department of Transportation, 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 INCREASE in contract cost 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 _____, 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
Jerry Bellocq, Finance Wayne Miller, Public Works

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

Date: 4/23/20

Re: **Recommendation to Approve Supplemental Agreement No. 1 to the Construction, Engineering and Inspection Contract for Dedeaux Road Widening Phase 1**
-Three Rivers Road to DeDe Drive
-Project No. STPD-9370-00(004)/FMS 104866-811000
-Mississippi Engineering Group (MSEG)

Attached for your consideration is the referenced supplemental agreement number 1, in the additive amount of \$144,986.53. This agreement is required to provide additional engineering work (with the engineering firm MSEG) that was needed to complete the project. As you know, the contractor, Moran Hauling, is disputing the assessment of liquidated damages against them on this project and they have submitted a notice of claim to the City. The City's Engineering Department has completed a review of the records and found that this amount in this supplemental agreement number 1 with the engineering firm (MSEG) is acceptable.

This project was designed to widen Dedeaux Road from two (2) lanes to four (4) lanes from the intersection of Three Rivers Road eastward to DeDe Drive. This includes a median, sidewalks, streetlights, drainage improvements, and utility adjustments for approximately 3,000 feet.

These additional funds are budgeted in the "contingency" funds set up with MDOT on this project. The total costs of the project are paid 80% by Federal Highway Administration/ Mississippi Department of Transportation funds through Gulfport Regional Planning Commission and the remaining 20% by the City. The cost of this supplemental agreement to the City is \$28,997.30, which is a 20% match. The Public Works Department and the Grants Department have determined that the City's match is not in place for the contingency fund and are handling the 20% match with a budget amendment.

I recommend approval of this supplemental agreement contingent on the approval of the Mississippi Department of Transportation. Please place this item on the May 5, 2020 Council Agenda.

Attachments: 1. Email from Stephanie Henley with MDOT, Dated April 14, 2020
2. Supplemental Agreement No. 1

From: Henley, Stephanie <shenley@mdot.ms.gov>

Sent: Tuesday, April 14, 2020 4:03 PM

To: Kris Riemann

Cc: Rone, Stephen; Hennington, Leland; Mike Monsour; Ryan Herndon; Charna Mosely; Andy Phelan; Rhonda Garner; rferguson@pickeringfirm.com; John Kelly; Seyfarth, David; Starita, Chuck; Frederick, Lee; Baker, Necole E.; Sherry Beavers; 'Hunter Arnold'

Subject: RE: Dedeaux Road CE&I Supplemental Agreement #1 MSEG 104866-801000 SA1

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

Kris,

CSU has completed the review of the attached SA1 for the above referenced project. Please confirm the dates in the contract are accurate, and be sure to accept all changes. Once addressed, please follow the PDM. I have listed a clarification on the submission process for Supplemental Agreements below...

1. The Consultant signs three original Contracts;
2. The three original Contracts are to be sent to the LPA for review only (the LPA does not sign the Contracts at this time);
3. If the LPA concurs, the three original Contracts, signed only by the Consultant and a letter signed by the LPA requesting MDOT concurrence will be sent from the LPA to the MDOT LPA Coordinator requesting review and concurrence from the MDOT;
4. The Contracts will be reviewed by the MDOT and if appropriate, the MDOT will concur;
5. At the appropriate time, the CSU Division will forward two original Contracts to the LPA for execution at their discretion.

Thanks,

Stephanie Henley

Mississippi Department of Transportation
Consultant Services Unit (90-01), 10th Floor
PO Box 1850, Jackson, MS 39215
Phone: 601.359.7536
shenley@mdot.ms.gov

From: Kris Riemann [<mailto:kriemann@gulfport-ms.gov>]
Sent: Wednesday, March 11, 2020 4:28 PM
To: Henley, Stephanie <shenley@mdot.ms.gov>
Cc: Rone, Stephen <srone@mdot.ms.gov>; Hennington, Leland <lhennington@mdot.ms.gov>; Ehr Gott, Scot <sehrgott@mdot.ms.gov>; Mike Monsour <mike.monsour@waggonereng.com>; Ryan Herndon <ryan.herndon@waggonereng.com>; Charna Mosely <charna.mosely@waggonereng.com>; Andy Phelan <aphelan@pickeringfirm.com>; Rhonda Garner <rhonda.garner@waggonereng.com>; rferguson@pickeringfirm.com; John Kelly <jkelly@gulfport-ms.gov>; Seyfarth, David <dseyfarth@mdot.ms.gov>; Starita, Chuck <cstarita@mdot.ms.gov>; Frederick, Lee <lfrederick@mdot.ms.gov>; Baker, Necole E. <nbaker@mdot.ms.gov>; Sherry Beavers <sbeavers@gulfport-ms.gov>; 'Hunter Arnold' <hunter.arnold@waggonereng.com>
Subject: Dedeaux Road CE&I Supplemental Agreement #1 MSEG

Stephanie,

Attached is the most recent and current SA#1 from MSEG which includes the changes that we recommended in our audit. The revised SA #1 has been reduced from \$158,000 +/- down to \$144,986.53. MSEG has eliminated certain labor hours, and also reduced the Project Engineer hourly rate down to that of the Inspector.

Please proceed with reviewing this SA. Once acceptable to MDOT, please forward it to the LPA (Gulfport). I will then present it to the Gulfport City Council and the Mayor for their approval and return to MDOT.

Thanks for your help,

Robert K. Riemann, P.E.

Director of ENGINEERING
4050 Hewes Avenue
Gulfport, MS 39507
voice: (228) 868-5815
fax: (228) 868-5822



[About GulfportEngineering](#) [Bio](#) [V-Card](#)



Consulting Engineers

MISSISSIPPI ENGINEERING GROUP, INC.

143-A LeFleurs Square
Jackson, Mississippi 39211

Phone (601) 355-3518

Fax (601) 352-3945

April 15, 2020

Mr. Robert K. Riemann, P. E.
Director Of Engineering
City of Gulfport
4050 Hewes Avenue
Gulfport, MS 39507

Re: Dedeaux Road Widening Phase I
Project No. STPD-9370-00(004)
Harrison County
Purchase Order No. 196840-00

Dear Kris,

Submitted for further processing are three (3) signed originals of Supplemental Agreement No. 1 to the Engineering Services Contract on the above captioned project.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Carl Ray Furr", with a long horizontal flourish extending to the right.

Carl Ray Furr, P.E.

Pc: File (w/copy)

Enclosures

Created – 11/01/08

Revised – 03/13/18

Supplemental Agreement Boilerplate for Construction Engineering and Inspection - Contractor in Liquidated Damages

**Between the
City of Gulfport, Mississippi
And
MISSISSIPPI ENGINEERING GROUP, INC.
SUPPLEMENTAL AGREEMENT NO. 1
DEDEAUX ROAD WIDENING PHASE 1
THREE RIVERS ROAD TO DEDE DRIVE
HARRISON COUNTY, Mississippi
STP-9370-00(004) LPA/104866-801000**

WHEREAS, MISSISSIPPI ENGINEERING GROUP, INC. (the CONSULTANT) entered into the Construction Engineering & Inspection Contract with the CITY OF GULFPORT (the LPA) on **September 1, 2017**, to perform Construction Engineering & Inspection (CE&I), as provided for in Project No. STP-9370-00(004) LPA/104866-801000 (the PROJECT); and,

WHEREAS, the CONSULTANT has been requested to provide Construction Engineering & Inspection Services resulting from a change in the scope of the project; and,

WHEREAS, the LPA agrees that the CONSULTANT is entitled to additional compensation for Additional Services (Extra Work) as required by the LPA; and

WHEREAS, the original construction time was 151 working days in the construction contract; and

WHEREAS, the contractor exceeded the original allotted construction time in the construction contract on **March 7, 2019** and is now being assessed liquidated damages; and

WHEREAS, the LPA has requested that the CONSULTANT continue all construction engineering and inspection (CE&I) services while the contractor continues work beyond the original construction time allotted in the construction contract; and

WHEREAS, the CONSULTANT agrees to perform the Extra Work for an additional cost not to exceed **\$144,986.53**;

NOW THEREFORE, it is mutually agreed that the CONSULTANT will accomplish such Additional Services (Extra Work) in accordance with the Contract as modified herein and the LPA will compensate the CONSULTANT for services as follows:

Scope-Of-Work

The CONSULTANT has been requested to provide additional services related to the PROJECT which includes: The CONSULTANT shall continue to provide CE&I Services beyond the original construction contract time for a completion date of September 23, 2019.

Created – 11/01/08

Revised – 03/13/18

Supplemental Agreement Boilerplate for Construction Engineering and Inspection - Contractor in Liquidated Damages

The Maximum Allowable Cost shall be amended to add the sum of **\$144,986.53** so the revised total Maximum Allowable Contract Costs is **\$639,545.88**. The new Maximum Allowable Cost is delineated below in the Schedule.

Fees and Expenses Schedule:

	Labor	Direct Cost	Subconsultants	Total
Original	\$409,336.06	\$6,955.00	\$78,268.29	\$494,559.35
SA #1	\$144,986.53	\$0.00	\$0.00	\$144,986.53
Totals	\$554,322.59	\$6,955.00	\$78,268.29	\$639,545.88

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

Therefore, this Supplemental Agreement is so accepted and agreed upon the latest date of execution and shall be effective as of **March 7, 2019**.

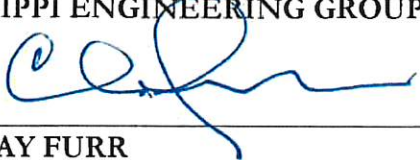
Dated, the _____ day of _____, 2020.

City of Gulfport, Mississippi

MAYOR BILLY HEWES

Dated, the 15th day of April, 2020.

MISSISSIPPI ENGINEERING GROUP, INC.



CARL RAY FURR

FEE PROPOSAL

CONSTRUCTION ENGINEERING & INSPECTION

**Dedeaux Road Widening Phase I From Three Rivers Road
To Dede Drive**

Prepared for:

Mississippi Department of Transportation

Project Number:

STPD-9370-00(004)/104866-801000

City of Gulfport, MS

Prepared by: Mississippi Engineering Group, Inc.

Date Submitted:

March 27, 2019

Date Revised:

April 15, 2020

Cost Summary

Dedeaux Road Widening Phase I From Three Rivers Road To Dede Drive

Construction Engineering & Inspection Services

Mississippi Engineering Group, Inc.

Labor Costs

CE&I Services	\$	144,986.53
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Direct Costs

CE&I Services	\$	-
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Subtotal	Mississippi Engineering Group, Inc.	
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\$	144,986.53
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Brown, Mitchell & Alexander, Inc.

Labor Costs

CE&I Services	\$	-
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Direct Costs

CE&I Services	\$	-
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Subtotal Cost	Brown, Mitchell & Alexander, Inc.	
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\$	-
----	---

Burns, Cooley, Dennis

Labor Costs

Testing Services	\$	-
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Direct Costs

CE&I Services	\$	-
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Subtotal Cost	Burns, Cooley, Dennis	
---------------	-----------------------	--

\$	-
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PROJECT TOTAL COSTS

\$	144,986.53
----	------------

Back-up must be provided for all SubConsultants

If additional sheets are required, Consultant will be responsible for accuracy

PFI BILLING RATE TABLE

Mississippi Engineering Group, Inc.

Construction Engineering & Inspection Services

Home Overhead Rate ²	<u>177.63% %</u>
Field Overhead Rate ²	<u>177.63% %</u>
Profit	<u>12.00% %</u>

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Project Manager	\$ 56.97	\$ 101.20	\$ 18.98	\$ 177.15
Senior Construction Engineer	\$ 40.14	\$ 71.30	\$ 13.37	\$ 124.81
Senior Engineer	\$ 42.93	\$ 76.26	\$ 14.30	\$ 133.49
Engineer	\$ 42.02	\$ 74.64	\$ 14.00	\$ 130.66
Inspector	\$ 31.01	\$ 55.08	\$ 10.33	\$ 96.42

OVERTIME BILLING RATES ***

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Inspector	\$ 31.01	\$ 55.08	\$ 10.33	\$ 111.93

² Approved by MDOT

³ Formula's may need to be adjusted if consultant has field overhead rate approved.

*** Overtime may only be allowable for those employees per Federal requirements.

*** Overtime is calculated by Raw Wage only * 1.5. Overhead and profit shall not be increased by 1.5

2019 PFI HOUR DISTRIBUTION / LABOR COSTS

Mississippi Engineering Group, Inc.

Construction Engineering & Inspection Services

STPD-9370-00(004)/104866-801000

REGULAR HOURS ONLY

POSITION TITLE	Hours Per Month												On Job Months	Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
	6	7	11	15	19	20	21	21	20	16	11	5				
Project Manager														0.00	\$ 177.15	\$ -
Senior Construction Engineer														0.00	\$ 124.81	\$ -
Senior Engineer														0.00	\$ 133.49	\$ -
Engineer							4.00	2.50	3.00					9.50	\$ 130.66	\$ 1,241.26
Inspector			113.50	159.50	156.50	89.50	43.50	21.00	29.50					613.00	\$ 96.42	\$ 59,105.46

Labor Subtotal (Regular) \$ 60,346.72

STPD-9370-00(004)/104866-801000

OVERTIME HOURS ONLY

POSITION TITLE	Overtime Hours Per Month												On Job Months	Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Inspector														0	\$ 111.93	\$ -

Labor Subtotal (Overtime) \$ -

CONTRACTOR's Project Completion Time: 151 Working Days
Construction Cost Estimate:

WEI BILLING RATE TABLE

Mississippi Engineering Group, Inc.

Construction Engineering & Inspection Services

Home Overhead Rate ²	<u>201.43%</u> %
Field Overhead Rate ²	<u>201.43%</u> %
Profit	<u>12.00%</u> %

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Principal	\$ 72.12	\$ 145.27	\$ 26.09	\$ 243.48
Project Manager	\$ 30.89	\$ 62.22	\$ 11.17	\$ 104.29
Senior Project Engineer	\$ 49.56	\$ 99.83	\$ 17.93	\$ 167.32
Project Engineer	\$ 30.58	\$ 61.60	\$ 11.06	\$ 103.24
Construction Engineer	\$ 44.23	\$ 89.09	\$ 16.00	\$ 149.32
Construction Representative II	\$ 32.36	\$ 65.18	\$ 11.71	\$ 109.25
Engineering Assistant II	\$ 24.18	\$ 48.71	\$ 8.75	\$ 81.63

OVERTIME BILLING RATES ***

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Construction Representative II	\$ 32.36	\$ 65.18	\$ 11.71	\$ 125.43

² Approved by MDOT

³ Formula's may need to be adjusted if consultant has field overhead rate approved.

*** Overtime may only be allowable for those employees per Federal requirements.

*** Overtime is calculated by Raw Wage only * 1.5. Overhead and profit shall not be increased by 1.5

2019 WEI HOUR DISTRIBUTION / LABOR COSTS
Mississippi Engineering Group, Inc.
Construction Engineering & Inspection Services

STPD-9370-00(004)/104866-801000

REGULAR HOURS ONLY

POSITION TITLE	Hours Per Month												On Job Months	Subtotal Hours	Hourly Rate	Extension
	Jan 6	Feb 7	Mar 11	Apr 15	May 19	Jun 20	Jul 21	Aug 21	Sep 20	Oct 16	Nov 11	Dec 5				
Principal			2.00	5.00	4.00	5.50		2.50	4.00	6.00	6.00			35.00	\$ 243.48	\$ 8,521.80
Project Manager			4.00	6.50	1.00	2.00	7.50	11.00	16.50	19.00	17.00			84.50	\$ 104.29	\$ 8,812.51
Senior Project Engineer			8.00	12.00	1.50	7.50	0.50	3.50	1.00	2.00	8.00			44.00	\$ 167.32	\$ 7,362.08
Project Engineer			18.00	80.50	78.50	36.75	48.50	51.25	107.50	26.00				447.00	\$ 96.42	\$ 43,099.74
Construction Engineer			1.00	0.50		1.00	4.25	2.00	13.50	23.00	25.00			70.25	\$ 149.32	\$ 10,489.73
Construction Representative II							1.00							1.00	\$ 109.25	\$ 109.25
Engrg Assistant II			3.50	5.50	5.00	10.50	7.00		11.00	17.00	17.00			76.50	\$ 81.63	\$ 6,244.70
														Labor Subtotal (Regular) \$ 84,639.81		

STPD-9370-00(004)/104866-801000

OVERTIME HOURS ONLY

POSITION TITLE	Overtime Hours Per Month												On Job Months	Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Construction Representative II														0	\$ 125.43	\$ -
														Labor Subtotal (Overtime) \$ -		

CONTRACTOR'S Project Completion Time:
 Construction Cost Estimate:

151 Working Days



Consulting Engineers

MISSISSIPPI ENGINEERING GROUP, INC.

143-A LeFleurs Square
Jackson, Mississippi 39211

Phone (601) 355-3518

Fax (601) 352-3945

April 15, 2020

Mr. Robert K. Riemann, P. E.
Director Of Engineering
City of Gulfport
4050 Hewes Avenue
Gulfport, MS 39507

Re: Dedeaux Road Widening Phase I
Project No. STPD-9370-00(004)
Harrison County
Purchase Order No. 196840-00

Dear Kris,

Submitted for further processing are three (3) signed originals of Supplemental Agreement No. 1 to the Engineering Services Contract on the above captioned project.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Carl Ray Furr", with a long horizontal flourish extending to the right.

Carl Ray Furr, P.E.

Pc: File (w/copy)

Enclosures

Created – 11/01/08

Revised – 03/13/18

Supplemental Agreement Boilerplate for Construction Engineering and Inspection - Contractor in Liquidated Damages

Between the
City of Gulfport, Mississippi
And
MISSISSIPPI ENGINEERING GROUP, INC.
SUPPLEMENTAL AGREEMENT NO. 1
DEDEAUX ROAD WIDENING PHASE 1
THREE RIVERS ROAD TO DEDE DRIVE
HARRISON COUNTY, Mississippi
STP-9370-00(004) LPA/104866-801000

WHEREAS, MISSISSIPPI ENGINEERING GROUP, INC. (the CONSULTANT) entered into the Construction Engineering & Inspection Contract with the CITY OF GULFPORT (the LPA) on **September 1, 2017**, to perform Construction Engineering & Inspection (CE&I), as provided for in Project No. STP-9370-00(004) LPA/104866-801000 (the PROJECT); and,

WHEREAS, the CONSULTANT has been requested to provide Construction Engineering & Inspection Services resulting from a change in the scope of the project; and,

WHEREAS, the LPA agrees that the CONSULTANT is entitled to additional compensation for Additional Services (Extra Work) as required by the LPA; and

WHEREAS, the original construction time was 151 working days in the construction contract; and

WHEREAS, the contractor exceeded the original allotted construction time in the construction contract on **March 7, 2019** and is now being assessed liquidated damages; and

WHEREAS, the LPA has requested that the CONSULTANT continue all construction engineering and inspection (CE&I) services while the contractor continues work beyond the original construction time allotted in the construction contract; and

WHEREAS, the CONSULTANT agrees to perform the Extra Work for an additional cost not to exceed **\$144,986.53;**

NOW THEREFORE, it is mutually agreed that the CONSULTANT will accomplish such Additional Services (Extra Work) in accordance with the Contract as modified herein and the LPA will compensate the CONSULTANT for services as follows:

Scope-Of-Work

The CONSULTANT has been requested to provide additional services related to the PROJECT which includes: The CONSULTANT shall continue to provide CE&I Services beyond the original construction contract time for a completion date of September 23, 2019.

Created – 11/01/08

Revised – 03/13/18

Supplemental Agreement Boilerplate for Construction Engineering and Inspection - Contractor in Liquidated Damages

The Maximum Allowable Cost shall be amended to add the sum of **\$144,986.53** so the revised total Maximum Allowable Contract Costs is **\$639,545.88**. The new Maximum Allowable Cost is delineated below in the Schedule.

Fees and Expenses Schedule:

	Labor	Direct Cost	Subconsultants	Total
Original	\$409,336.06	\$6,955.00	\$78,268.29	\$494,559.35
SA #1	\$144,986.53	\$0.00	\$0.00	\$144,986.53
Totals	\$554,322.59	\$6,955.00	\$78,268.29	\$639,545.88

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

Therefore, this Supplemental Agreement is so accepted and agreed upon the latest date of execution and shall be effective as of **March 7, 2019**.

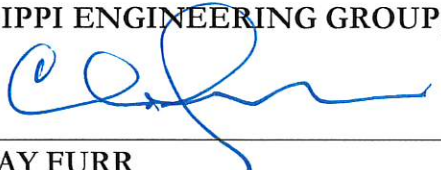
Dated, the _____ day of _____, 2020.

City of Gulfport, Mississippi

MAYOR BILLY HEWES

Dated, the 15th day of April, 2020.

MISSISSIPPI ENGINEERING GROUP, INC.



CARL RAY FURR

FEE PROPOSAL

CONSTRUCTION ENGINEERING & INSPECTION

**Dedeaux Road Widening Phase I From Three Rivers Road
To Dede Drive**

Prepared for:
Mississippi Department of Transportation

Project Number:
STPD-9370-00(004)/104866-801000
City of Gulfport, MS

Prepared by: **Mississippi Engineering Group, Inc.**

Date Submitted:

March 27, 2019

Date Revised:

April 15, 2020

Cost Summary

Dedeaux Road Widening Phase I From Three Rivers Road To Dede Drive

Construction Engineering & Inspection Services

Mississippi Engineering Group, Inc.

Labor Costs

CE&I Services	\$	144,986.53
---------------	----	------------

Direct Costs

CE&I Services	\$	-
---------------	----	---

Subtotal	Mississippi Engineering Group, Inc.	
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\$	144,986.53
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Brown, Mitchell & Alexander, Inc.

Labor Costs

CE&I Services	\$	-
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Direct Costs

CE&I Services	\$	-
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Subtotal Cost	Brown, Mitchell & Alexander, Inc.	
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\$	-
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Burns, Cooley, Dennis

Labor Costs

Testing Services	\$	-
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Direct Costs

CE&I Services	\$	-
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Subtotal Cost	Burns, Cooley, Dennis	
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\$	-
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PROJECT TOTAL COSTS

\$	144,986.53
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Back-up must be provided for all SubConsultants

If additional sheets are required, Consultant will be responsible for accuracy

PFI BILLING RATE TABLE

Mississippi Engineering Group, Inc.

Construction Engineering & Inspection Services

Home Overhead Rate ²	<u>177.63%</u> %
Field Overhead Rate ²	<u>177.63%</u> %
Profit	<u>12.00%</u> %

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Project Manager	\$ 56.97	\$ 101.20	\$ 18.98	\$ 177.15
Senior Construction Engineer	\$ 40.14	\$ 71.30	\$ 13.37	\$ 124.81
Senior Engineer	\$ 42.93	\$ 76.26	\$ 14.30	\$ 133.49
Engineer	\$ 42.02	\$ 74.64	\$ 14.00	\$ 130.66
Inspector	\$ 31.01	\$ 55.08	\$ 10.33	\$ 96.42

OVERTIME BILLING RATES ***

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Inspector	\$ 31.01	\$ 55.08	\$ 10.33	\$ 111.93

² Approved by MDOT

³ Formula's may need to be adjusted if consultant has field overhead rate approved.

*** Overtime may only be allowable for those employees per Federal requirements.

*** Overtime is calculated by Raw Wage only * 1.5. Overhead and profit shall not be increased by 1.5

2019 PFI HOUR DISTRIBUTION / LABOR COSTS

Mississippi Engineering Group, Inc.

Construction Engineering & Inspection Services

STPD-9370-00(004)/104866-801000

REGULAR HOURS ONLY

POSITION TITLE	Hours Per Month												On Job Months	Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
	6	7	11	15	19	20	21	21	20	16	11	5				
Project Manager														0.00	\$ 177.15	\$ -
Senior Construction Engineer														0.00	\$ 124.81	\$ -
Senior Engineer														0.00	\$ 133.49	\$ -
Engineer							4.00	2.50	3.00					9.50	\$ 130.66	\$ 1,241.26
Inspector			113.50	159.50	156.50	89.50	43.50	21.00	29.50					613.00	\$ 96.42	\$ 59,105.46

Labor Subtotal (Regular) \$ 60,346.72

STPD-9370-00(004)/104866-801000

OVERTIME HOURS ONLY

POSITION TITLE	Overtime Hours Per Month												On Job Months	Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Inspector														0	\$ 111.93	\$ -

Labor Subtotal (Overtime) \$ -

CONTRACTOR's Project Completion Time: 151 Working Days

Construction Cost Estimate:

WEI BILLING RATE TABLE

Mississippi Engineering Group, Inc.

Construction Engineering & Inspection Services

Home Overhead Rate ²	201.43% %
Field Overhead Rate ²	201.43% %
Profit	12.00% %

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Principal	\$ 72.12	\$ 145.27	\$ 26.09	\$ 243.48
Project Manager	\$ 30.89	\$ 62.22	\$ 11.17	\$ 104.29
Senior Project Engineer	\$ 49.56	\$ 99.83	\$ 17.93	\$ 167.32
Project Engineer	\$ 30.58	\$ 61.60	\$ 11.06	\$ 103.24
Construction Engineer	\$ 44.23	\$ 89.09	\$ 16.00	\$ 149.32
Construction Representative II	\$ 32.36	\$ 65.18	\$ 11.71	\$ 109.25
Engineering Assistant II	\$ 24.18	\$ 48.71	\$ 8.75	\$ 81.63

OVERTIME BILLING RATES ^{***}

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Construction Representative II	\$ 32.36	\$ 65.18	\$ 11.71	\$ 125.43

² Approved by MDOT

³ Formula's may need to be adjusted if consultant has field overhead rate approved.

^{***} Overtime may only be allowable for those employees per Federal requirements.

^{***} Overtime is calculated by Raw Wage only * 1.5. Overhead and profit shall not be increased by 1.5

2019 WEI HOUR DISTRIBUTION / LABOR COSTS

Mississippi Engineering Group, Inc.

Construction Engineering & Inspection Services

STPD-9370-00(004)/104866-801000

REGULAR HOURS ONLY

POSITION TITLE	Hours Per Month												On Job Months	Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
	6	7	11	15	19	20	21	21	20	16	11	5				
Principal			2.00	5.00	4.00	5.50		2.50	4.00	6.00	6.00			35.00	\$ 243.48	\$ 8,521.80
Project Manager			4.00	6.50	1.00	2.00	7.50	11.00	16.50	19.00	17.00			84.50	\$ 104.29	\$ 8,812.51
Senior Project Engineer			8.00	12.00	1.50	7.50	0.50	3.50	1.00	2.00	8.00			44.00	\$ 167.32	\$ 7,362.08
Project Engineer			18.00	80.50	78.50	36.75	48.50	51.25	107.50	26.00				447.00	\$ 96.42	\$ 43,099.74
Construction Engineer			1.00	0.50		1.00	4.25	2.00	13.50	23.00	25.00			70.25	\$ 149.32	\$ 10,489.73
Construction Representative II							1.00							1.00	\$ 109.25	\$ 109.25
Engrg Assistant II			3.50	5.50	5.00	10.50	7.00		11.00	17.00	17.00			76.50	\$ 81.63	\$ 6,244.70

Labor Subtotal (Regular) **\$ 84,639.81**

STPD-9370-00(004)/104866-801000

OVERTIME HOURS ONLY

POSITION TITLE	Overtime Hours Per Month												On Job Months	Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Construction Representative II														0	\$ 125.43	\$ -

Labor Subtotal (Overtime) **\$ -**

CONTRACTOR's Project Completion Time: 151 Working Days
 Construction Cost Estimate:

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 SUPPLEMENTAL AGREEMENT #2 TO CONTRACT WITH PICKERING
FIRM, INC., FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES IN
CONNECTION WITH THE COURTHOUSE ROAD IMPROVEMENTS PROJECT TO
AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT AND FOR RELATED
PURPOSES**

WHEREAS, Pickering Firm, Inc., was awarded the contract for Construction Engineering and Inspection Services in connection with construction of the improvements along Courthouse Road from Pass Road to Highway 90, install raised medians from Perry Street south to Highway 90 with 4 lanes (2 lanes in each direction), add a continuous 10 foot wide multi-use path for both walkers and bicyclists on the east side, add landscaping, add streetlights, and add a pedestrian crossing signal at 33rd Street for Gulfport High School Students; and

WHEREAS, certain and various changes to the contract as more fully set forth in the attached Supplemental Agreement #2 which is attached hereto as a part of Exhibit “A”, resulting in an INCREASE in contract time (to December 31, 2019) and an INCREASE in the contract amount of \$264,581.96, as more fully described in Supplemental Agreement #2.

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 #2 to the City’s contract with Pickering Firm, Inc., be and it is hereby approved, subject to final approval by the Mississippi Department of Transportation, 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, once approved by the Mississippi Department of Transportation.

The City's approval of Supplemental Agreement #2 is ineffective as against the City until the same has been approved by the Mississippi Department of Transportation.

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 contract amount and time, as set forth in Supplemental Agreement #2 are 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 _____, 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 Wayne Miller, P.E., Public Works

Dr. John Kelly, CAO Gerard Bellocq, Finance

From: Kris Riemann, P.E.

Date: 5/21/20

Re: Recommendation to Approve Supplemental Agreement #2 for Construction Engineering Services

- Pickering Firm, Inc.

- Courthouse Road From US 90 to Pass Road

- Federal Aid Project STP-9372-00(009)LPA/106903-701000

Attached for your consideration is Supplemental Agreement #2 for Construction Engineering Services with Pickering Firm, Inc. for the above referenced project in the additive amount of \$264,581.96. This supplemental agreement is necessary to provide CE&I services for the remaining work.

This project is designed to pave Courthouse Road from Pass Road to Highway 90; install raised medians from Perry Street south to Highway 90 with 4 lanes (2 lanes in each direction); add a continuous 10 foot wide multi-use path for both walkers and bicyclists on the east side; add landscaping; add streetlights; and add a pedestrian crossing signal at 33rd Street for Gulfport High School Students. The City's share will be 20% of the total Supplemental Agreement or \$52,916.39 and is being handled by the Public Works Department.

I recommend approval, contingent on the approval of the Mississippi Department of Transportation. Please place this item on the June 2, 2020 Council Agenda.

Attachments: 1. Email from Stephanie Henley, MDOT dated May 21, 2020
2. Supplemental Agreement #2

Kris Riemann

From: Henley, Stephanie <shenley@mdot.ms.gov>
Sent: Thursday, May 21, 2020 3:00 PM
To: Kris Riemann
Cc: Rone, Stephen; Hennington, Leland; Frederick, Lee; Seyfarth, David; Starita, Chuck; Wayne Miller; Natalie Sims; Johnathon T. Gentry
Subject: RE: Gulfport Letter to MDOT Responding to Audit for Supplemental Agreement #2- Pickering Firm 106903-701000 SA2
Attachments: Courthouse Road Supplemental Agreement No. 2 May 2020.pdf

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

Kris,

CSU has reviewed the attached Supplemental Agreement for the above referenced project. Be sure to attach the Fee Proposal to the contracts while preparing your package.

You may follow the PDM at this time. I have listed a clarification on the submission process for Supplemental Agreements below...

1. The Consultant signs three original Contracts;
2. The three original Contracts are to be sent to the LPA for review only (the LPA does not sign the Contracts at this time);
3. If the LPA concurs, the three original Contracts, signed only by the Consultant and a letter signed by the LPA requesting MDOT concurrence will be sent from the LPA to the MDOT LPA Coordinator requesting review and concurrence from the MDOT;
4. The Contracts will be reviewed by the MDOT and if appropriate, the MDOT will concur;
5. At the appropriate time, the CSU Division will forward two original Contracts to the LPA for execution at their discretion.

Thanks,
Stephanie

From: Kris Riemann [<mailto:kriemann@gulfport-ms.gov>]

Sent: Thursday, May 21, 2020 12:45 PM

To: Henley, Stephanie

Cc: Rone, Stephen; Hennington, Leland; Frederick, Lee; Seyfarth, David; Starita, Chuck; Wayne Miller; Natalie Sims; Johnathon T. Gentry

Subject: RE: Gulfport Letter to MDOT Responding to Audit for Supplemental Agreement #2- Pickering Firm 106903-701000 SA2

Stephanie

See the attached Supplemental Agreement No. 2 with the changes that you requested.

Let me know if you need anything further.

Thanks,

From: Henley, Stephanie [<mailto:shenley@mdot.ms.gov>]
Sent: Tuesday, May 19, 2020 9:30 AM
To: Kris Riemann
Cc: Rone, Stephen; Hennington, Leland; Frederick, Lee; Seyfarth, David; Starita, Chuck; Wayne Miller; Natalie Sims; Johnathon T. Gentry
Subject: RE: Gulfport Letter to MDOT Responding to Audit for Supplemental Agreement #2- Pickering Firm 106903-701000 SA2

Kris,

CSU has reviewed the attached Supplemental Agreement No. 2 for the above referenced project. Comments have been listed in the attached documents for your review. Once you have reviewed and made any necessary modifications, please forward back to me for further review.

Thanks,

Stephanie Henley

Mississippi Department of Transportation
Consultant Services Unit (90-01), 10th Floor
PO Box 1850, Jackson, MS 39215
Phone: 601.359.7536
shenley@mdot.ms.gov

From: Kris Riemann [<mailto:kriemann@gulfport-ms.gov>]
Sent: Sunday, May 03, 2020 12:35 PM
To: Frederick, Lee <lfrederick@mdot.ms.gov>; Rone, Stephen <srone@mdot.ms.gov>; Henley, Stephanie <shenley@mdot.ms.gov>; Hennington, Leland <lhennington@mdot.ms.gov>; Seyfarth, David

<dseyfarth@mdot.ms.gov>

Cc: Wayne Miller <wmiller@gulfport-ms.gov>; Natalie Sims <nsims@gulfport-ms.gov>; Johnathon T. Gentry <jgentry@gulfport-ms.gov>

Subject: Gulfport Letter to MDOT Responding to Audit for Supplemental Agreement #2- Pickering Firm

Lee,

See the attached letter.

Thanks,

Created – 11/01/08

Revised – 02/11/15

Construction Engineering and Inspection Contract Supplemental Agreement boilerplate

Between the
CITY OF GULFPORT
And
PICKERING FIRM, INC.

SUPPLEMENTAL AGREEMENT NO. 2

Courthouse Road From U.S. 90 To Pass Road
Harrison County
Project No. STP-9372-00(009)LPA/106903-701000

WHEREAS, Pickering Firm, Inc. (the CONSULTANT) entered into the Construction Engineering & Inspection (CE&I) Contract with the City of Gulfport (the LPA) on the 22nd day of December, 2016, to perform Construction Engineering & Inspection Services, as provided for in Project No. STP-9372-00(009)LPA/106903-701000 (the PROJECT); and,

WHEREAS, the CONSULTANT has been requested to provide Construction Engineering & Inspection Services resulting from a change in the scope of the project; and,

WHEREAS, the LPA agrees that the CONSULTANT is entitled to additional compensation for Additional Services (Extra Work) as required by the LPA; and

WHEREAS, the original construction time was 211 working days in the construction contract and 65 days were added by Supplemental Agreement for the Contractor. Total working days are now 276; and

WHEREAS, the contractor exceeded the original allotted construction time in the construction contract on **October 23, 2018** and is now being assessed liquidated damages; and

WHEREAS, the LPA has requested that the CONSULTANT continue all construction engineering and inspection (CE&I) services while the contractor continues work beyond the original construction time allotted in the construction contract; and

WHEREAS, the CONSULTANT agrees to perform the Extra Work for an additional cost not to exceed **\$264,581.96;**

NOW THEREFORE, it is mutually agreed that the CONSULTANT will accomplish such Additional Services (Extra Work) in accordance with the Contract as modified herein and the LPA will compensate the CONSULTANT for services as follows:

Created – 11/01/08

Revised – 02/11/15

Construction Engineering and Inspection Contract Supplemental Agreement boilerplate

SCOPE OF WORK

The CONSULTANT has been requested to provide additional services related to the PROJECT which includes: The CONSULTANT shall continue to provide CE&I Services beyond the original construction contract time to the actual completion date of **May 12, 2020**.

The Maximum Allowable Cost shall be amended to add the sum of **\$264,581.96** so the revised total Maximum Allowable Contract Costs is **\$728,869.21**. The new Maximum Allowable Cost is delineated below in the Schedule.

Schedule:

	Labor	Direct Cost	Subconsultants	Total
Original	\$386,487.24	\$11,070.00	\$28,820.41	\$426,377.65
SA #1	\$37,909.60	\$0.00	\$0.00	\$37,909.60
SA #2	\$264,581.96	\$0.00	\$0.00	\$264,581.96
Totals	\$688,978.90	\$11,070.00	\$28,820.41	\$728,869.21

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

Therefore, this Supplemental Agreement is so accepted and agreed upon the latest date of execution and shall be effective as of **September 20, 2018**.

Dated, the _____ day of _____, 2020.

CITY OF GULFPORT

Mayor Billy Hewes

Dated, the 20th day of May, 2020.

Pickering Firm, Inc

Rick Ferguson

Rick Ferguson, P.E.

FEE PROPOSAL

CONSTRUCTION ENGINEERING & INSPECTION

Courthouse Road From U.S. 90 To Pass Road

Prepared for:

Mississippi Department of Transportation

Project Number:

STP-9372-00(009)LPA/106903-701000

City Of Gulfport, MS

Prepared by: **Pickering Firm, Inc.**

Date Submitted:

October 7, 2019

Date Revised:

Cost Summary

Courthouse Road From U.S. 90 To Pass Road

Construction Engineering & Inspection Services

Pickering Firm, Inc.

Labor Costs

CE&I Services	\$	264,581.96
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Direct Costs

CE&I Services	\$	-
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Subtotal	Pickering Firm, Inc.	
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\$	264,581.96
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Terracon Consultants, Inc.

Labor Costs

Testing Services	\$	-
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Direct Costs

CE&I Services	\$	-
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Subtotal Cost	Terracon Consultants, Inc.	
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\$	-
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PROJECT TOTAL COSTS

\$	264,581.96
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Back-up must be provided for all SubConsultants

If additional sheets are required, Consultant will be responsible for accuracy

2018 BILLING RATE TABLE

Pickering Firm, Inc.

Construction Engineering & Inspection Services

Home Overhead Rate ²	177.63% %
Field Overhead Rate ²	177.63% %
Profit	12.00% %

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Project Manager	\$ 54.26	\$ 96.38	\$ 18.08	\$ 168.72
Senior Construction Engineer	\$ 48.20	\$ 85.62	\$ 16.06	\$ 149.88
Project Engineer	\$ 41.52	\$ 73.75	\$ 13.83	\$ 129.10
Senior Engineer	\$ 40.89	\$ 72.63	\$ 13.62	\$ 127.15
Engineer	\$ 35.33	\$ 62.76	\$ 11.77	\$ 109.86
Survey Manager	\$ 34.38	\$ 61.07	\$ 11.45	\$ 106.90
Project Surveyor	\$ 32.97	\$ 58.56	\$ 10.98	\$ 102.52
Inspector	\$ 29.53	\$ 52.45	\$ 9.84	\$ 91.82
Survey Crew Chief	\$ 21.79	\$ 38.71	\$ 7.26	\$ 67.76
Instrument Man	\$ 13.13	\$ 23.32	\$ 4.37	\$ 40.83

OVERTIME BILLING RATES ***

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Inspector	\$ 29.53	\$ 52.45	\$ 9.84	\$ 106.59

² Approved by MDOT

³ Formula's may need to be adjusted if consultant has field overhead rate approved.

*** Overtime may only be allowable for those employees per Federal requirements.

*** Overtime is calculated by Raw Wage only * 1.5. Overhead and profit shall not be increased by 1.5

2018 HOUR DISTRIBUTION / LABOR COSTS

Pickering Firm, Inc.

Construction Engineering & Inspection Services

STP-9372-00(009)LPA/106903-701000

REGULAR HOURS ONLY

POSITION TITLE	Hours Per Month												On Job Months	Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Project Manager									2	2	2	2		8	\$ 168.72	\$ 1,349.76
Senior Construction Engineer									4	4	4	4		16	\$ 149.88	\$ 2,398.08
Project Engineer									40	40	40	40		160	\$ 129.10	\$ 20,656.00
Senior Engineer														0	\$ 127.15	\$ -
Engineer									40	30	20	20		110	\$ 109.86	\$ 12,084.60
Survey Manager														0	\$ 106.90	\$ -
Project Surveyor														0	\$ 102.52	\$ -
Inspector									80	80	80	80		320	\$ 91.82	\$ 29,382.40
Survey Crew Chief														0	\$ 67.76	\$ -
Instrument Man														0	\$ 40.93	\$ -

Labor Subtotal (Regular) \$ 65,870.84

STP-9372-00(009)LPA/106903-701000

OVERTIME HOURS ONLY

POSITION TITLE	Overtime Hours Per Month												On Job Months	Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Inspector														0	\$ 106.59	\$ -

Labor Subtotal (Overtime) \$ -

CONTRACTOR's Project Completion Time: 211 Working Days
Construction Bid Amount: \$4,979,249.45

2019 BILLING RATE TABLE

Pickering Firm, Inc.

Construction Engineering & Inspection Services

Home Overhead Rate ²	177.63% %
Field Overhead Rate ²	177.63% %
Profit	12.00% %

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Project Manager	\$ 54.26	\$ 96.38	\$ 18.08	\$ 168.72
Senior Construction Engineer	\$ 48.20	\$ 85.62	\$ 16.06	\$ 149.88
Project Engineer	\$ 41.52	\$ 73.75	\$ 13.83	\$ 129.10
Senior Engineer	\$ 40.89	\$ 72.63	\$ 13.62	\$ 127.15
Engineer	\$ 35.33	\$ 62.76	\$ 11.77	\$ 109.86
Survey Manager	\$ 34.38	\$ 61.07	\$ 11.45	\$ 106.90
Project Surveyor	\$ 32.97	\$ 58.56	\$ 10.98	\$ 102.52
Inspector	\$ 29.53	\$ 52.45	\$ 9.84	\$ 91.82
Survey Crew Chief	\$ 21.79	\$ 38.71	\$ 7.26	\$ 67.76
Instrument Man	\$ 13.13	\$ 23.32	\$ 4.37	\$ 40.83

OVERTIME BILLING RATES ***

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Inspector	\$ 29.53	\$ 52.45	\$ 9.84	\$ 106.59

² Approved by MDOT

³ Formula's may need to be adjusted if consultant has field overhead rate approved.

*** Overtime may only be allowable for those employees per Federal requirements.

*** Overtime is calculated by Raw Wage only * 1.5. Overhead and profit shall not be increased by 1.5

2019 HOUR DISTRIBUTION / LABOR COSTS

Pickering Firm, Inc.

Construction Engineering & Inspection Services

STP-9372-00(009)LPA/106903-701000

REGULAR HOURS ONLY

POSITION TITLE	Hours Per Month												On Job Months	Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Project Manager	2	2	2	2	2	2	2	2	2	2	2	2	24	\$ 168.72	\$	4,049.28
Senior Construction Engineer	4	4	4	4	4	4	4	4	4	4	4	4	48	\$ 149.88	\$	7,194.24
Project Engineer	40	40	40	40	40	40	40	40	40	40	40	40	480	\$ 129.10	\$	61,968.00
Senior Engineer													0	\$ 127.15	\$	-
Engineer	20	20	20	20	40	40	40	40	40	20	20	20	340	\$ 109.86	\$	37,352.40
Survey Manager													0	\$ 106.90	\$	-
Project Surveyor													0	\$ 102.52	\$	-
Inspector	80	80	80	80	80	80	80	80	80	80	80	80	960	\$ 91.82	\$	88,147.20
Survey Crew Chief													0	\$ 67.76	\$	-
Instrument Man													0	\$ 40.83	\$	-

Labor Subtotal (Regular) \$ 198,711.12

STP-9372-00(009)LPA/106903-701000

OVERTIME HOURS ONLY

POSITION TITLE	Overtime Hours Per Month												On Job Months	Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Inspector													0	\$ 106.59	\$	-

Labor Subtotal (Overtime) \$ -

CONTRACTOR's Project Completion Time: 211 Working Days
Construction Bid Amount: \$4,979,249.45

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 28TH STREET IMPROVEMENTS PROJECT (22ND AVENUE TO 34TH AVENUE), 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 Huey Stockstill, Inc., for construction and with Brown, Mitchell, and Alexander, Inc., for engineering services in relation to the 28th Street Improvements Project; and

WHEREAS, in order to close out the 28th Street 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 28th Street 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: 5/15/20

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

- Huey Stockstill, Inc. (Construction)
- Brown, Mitchell, and Alexander, Inc. (Engineering)
- 28th Street Improvements (22nd Avenue to 34th Avenue)
- Project No. STP-9098-00(002)LPA/105418-701000

Attached for your consideration is Full and Final Settlement Agreement for Construction and Engineering with Huey Stockstill, Inc. and Brown, Mitchell, and Alexander, Inc. for the referenced project in the total amount of **\$348,066.48**. This agreement is required to complete the close out of the project. The Mississippi Department of Transportation shall be issuing a payment to the City in this amount.

This project was completed and included work to widen 28th Street from 22nd Avenue to 34th Avenue from 2 lanes to 5 lanes.

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 was 20% of the total cost.

I recommend approval, contingent on the approval of the Mississippi Department of Transportation. Please place this item on the June 2, 2020 Council Agenda.

Attachments

1. Lee Frederick, P.E. letter dated May 15, 2020
2. Full and Final Settlement documents

DEPARTMENT OF ENGINEERING

Melinda L. McGrath
Executive Director

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



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

May 15, 2020

CITY OF GULFPORT
P.O. BOX 1780
GULFPORT, MS 39501

Dear Mayor Hewes :

Based on the attached final estimate, we are prepared to issue final payment in the amount of **\$348,066.48**.

STP-9098-00(002)LPA/105418-701000	Harrison	\$325,577.26
		\$22,489.22

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 received, we will process the final estimate to our Financial Management Division for payment in the amount of **\$348,066.48**.

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

Sincerely,


Lee Frederick, P.E.
State LPA Engineer

LF:dre

Attachment

FINAL**Final Statement of
Work Completed**

LPA-001 v 1.2

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

STP-9098-00(002)/105418701

Revised Apr. 02, 2009

Contractor's Estimate - Recap Sheet

Printed: 07/22/2019 02:33 pm

Vendor Number	3100023357 0	Completion Date	04/25/2018
Contract ID	LSTP009800002	Time Units / Days to be Allowed	732.00
In Account With	City of Gulfport P.O. Box 1780, Gulfport, MS, 39502		
FMS Contract Number	OC00000941		
Estimate Number	0037 FINAL		
Project County: HARRISON (24)		Period	08/01/2018 Thru
Project Number: 105418701000 [STP-9098-00(002)/105418701]		Current Period	Previous Estimate
Total Cost (Participating)		\$42,462.10	\$4,018,116.15
Total Cost		\$42,462.10	\$4,018,116.15
Liquidated Damages (Participating)		\$80,510.00	\$-80,510.00
Project Total		\$122,972.10	\$3,937,606.15
% Matching Funds Deduction for LPA 10-#9000 % 11.30%		(\$45,740.45)	(\$12,899.77)
Total Net Amount Owed to LPA		\$77,181.65	\$14,072.33
Total Contract Net Work Due		\$77,181.65	\$14,072.33
Time Units / Days Used		321.00	1195.00
Contract % Complete (Dollars)		1.05 %	99.76 %
Contract % Elapsed Time		29.23 %	108.83 %

Quantities Checked

Original Signed

Ball, David (16-88)

Project Engineer

LPA Official:

**CONTRACTOR
ADVANCE COPY**

LPA Engineer

Approved:

Chief Engineer by

Original Signed

Lee Frederick, P.E.

Completion Date: 04/25/2018

Calendar Days to be Allowed: 732.00

Total Contract Bid Amount: \$3,718,063.20

Total Contract Current Amount: \$4,027,836.87

Productive Days to be Allowed: 314.000000

Total Productive Days Assessed: 314.000000

Contract % Elapsed Time (Productive Days): 100.000000%

Progress of Project: -37.250000%

**CONTRACTOR
ADVANCE COPY**

MDOT Tishing = \$17,001.07 @ 11.30% (\$137.71)

\$77,043.94

(\$1,783.41)

(\$1,921.12)

MDOT Adjustment based on
Federal funds remaining

\$248,616.18

(\$218,616.18)

0

\$325,666.12

\$3,274,151.67

\$3,599,411.79

MDOT Rewarding Adjustment

(\$82.86)

0

(\$82.86)

\$325,577.26

\$3,274,151.67

\$3,599,728.93

FINAL

Final Statement of
Work Completed

ENGINEERING LPA-001 For LPA's

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
CONSTRUCTION ENGINEERING ESTIMATE - RECAP SHEET

Vendor Number 3100023357 0
Project No. STP-9098-00(002)LPA/105418-701000 County HARRISON
In Account With CITY OF GULFPORT, P.O. BOX 1780, GULFPORT, MS 39502
Contract Number: CS00084215
Est. No. 29
Surrey
Period July 1, 2018 THRU August 31, 2019
Document No. 23152
P.O. No. 3941
Invoice Number: 1 of 1
Sheet No. 23152

Total Participating Cost	001	080125	153	1612	105418701000	1	5,175.28	500,987.85	506,163.13
Total	004	080125	153	3530	105418701000	1	5,175.28	500,987.85	506,163.13
Retainage at							25,049.41	0.00	0.00
Total All Work Due							30,224.69	475,938.46	506,163.13
Liquidated Damages	010	080125	153	3520	105418701000	1	0.00	0.00	0.00
Testing Charges	012	072880	734	6500		1	0.00	52,402.36	52,402.36
Total Net Work Due							30,224.69	528,340.82	558,565.49
Quantities Checked									
Original Signed									
Douglas Rackley, P.E.									
LPA Official									
Approved By:									
% Matching Funds	11.30%	001	080125	153	1612	105418701000	2	(37,735.45)	(37,735.45)
Deduction for LPA	10.490002%							(37,735.45)	(37,735.45)
TOTAL, Net Amount Owed to the LPA							27,054.12	477,393.37	504,447.47
THE SOLE PURPOSE OF THE CONTRACT ADMINISTRATION ENGINEER'S SIGNATURE IS TO ACKNOWLEDGE THAT THE LPA HAS SUBMITTED THE CERTIFICATION AND OTHER DATA REQUIRED BY THE LPA MANUAL FOR PAYMENT							\$ 27,054.12	\$ 477,393.37	\$ 504,447.47

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 AND AUTHORIZE/RATIFY APPLICATION (PROGRAM
NARRATIVE/BUDGET) FOR FY 2019 JUSTICE ASSISTANCE GRANT PROGRAM
GRANT NUMBER 2019-DJ-BX-0423, AND FOR RELATED PURPOSES**

WHEREAS, the City of Gulfport recently applied for grant funding through the FY 2019 Justice Assistance Grant (JAG) Program (Grant Number 2019-DJ-BX-0423), a program administered by the United States Department of Justice; and

WHEREAS, the City of Gulfport applied for grant funding in the amount of \$39,026.00 which funds are to be applied to the purchase of body cameras for the Gulfport Police Department, and, as fiscal agent for the City of Biloxi, Gulfport included in its application Biloxi's request for grant funding in the amount of \$32,968.00 which funds are to be applied to the purchase of various pieces of equipment needed by the Biloxi Police Department; and

WHEREAS, attached hereto are the Program Narrative (Exhibit "A"), the Budget Summary (Exhibit "B"), and the Budget Detailed Worksheet (Exhibit "C"); and

WHEREAS, no matching funds are required for the aforementioned 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 Grant application documents attached hereto as Exhibits "A", "B" and "C" be and the same are hereby approved by the Governing Authority of the City of Gulfport; and the submission of the application for grant funding from the United States Department of Justice, Justice Assistance Grant (Grant Number 2019-DJ-BX-0423) as more fully

outlined in the application documents is hereby authorized and ratified by the Governing Authority 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

Gulfport Police Department (\$39,026)

Program Narrative:

The Gulfport Police Department has achieved very positive results with their pro-active policing initiatives and technological improvements. However, nothing compares to putting officers on the streets and in our neighborhoods to deter both violent and property crimes in Gulfport.

In order to achieve the agency's goal to deter crime and ensure the safety of the community, it is essential that the Gulfport Police Department provide the necessary equipment to ensure services are delivered in the most efficient and effective manner.

Problem Statement:

Technological advancements such as computerization and wireless communication have transformed our world, the way we do business...and the way criminals operate. Technology in police work is imperative and expected by the public we serve.

Often times, the high cost of acquiring these technologies deter law enforcements efforts to become better equipped however if we are to level the playing field it is imperative that, at the very least, we be in the same ballpark.

Implementation Plan:

Like police nationwide, the Police Department seeks to acquire new technology designed to improve overall department effectiveness and efficiency with an emphasis on safety.

The Gulfport Police Department will use the funds awarded from the Byrne Memorial Justice Assistance Grant (JAG) to purchase body-worn cameras this includes Unlimited Pro Plan Fleet and BodyWorn 3 Year- (In-Car Video and BodyWorn Video) AVaiLWeb and SmartRedaction SaaS, Training and Configuration, Warranty and Technical Support with Unlimited Video Storage and Download. Funds will be used to better equip our officers to be able to protect them and the community during a critical time.

The City of Gulfport will act as the applicant/fiscal agent for JAG funds as Gulfport, Biloxi and Harrison County have been determined to be disparate agencies. A sharing agreement between agencies has been completed.

Gulfport Police Department will expend funds based on the State of Mississippi statutes regarding the purchase of equipment.

BUDGET NARRATIVE:

Equipment:

Body Camera's (12) \$ 39,026.00

HD Body camera, carriers for camera, Blue tooth, Training technical support w/
unlimited video storage and download. (this all is included in above bundle price).

The purchase of the above listed equipment is to better equip our officers for their
safety along with the community. These cameras come with all the required parts and
are sold as a bundle.

The above purchases are for 9 new Body cameras and software for our officers.

Total Project Costs	\$ 39,026.00
----------------------------	---------------------

PERFORMANCE MEASURES/ANTICIPATED OUTCOMES

Gulfport Police

Objective: To place body cameras on our officers to help with their safety and the safety of the
community.

Quantifiable Goals:

- To increase the ability to protect and service our department along with the community.
In addition, the new equipment will increase reliability and security and collection of
visual and audible evidence.

This will be measured by reporting generated by service providers. In addition, our maintenance
tech will be able to complete an assessment before and after implementation.

Biloxi Police Department (\$32,968)

Program Narrative:

The Biloxi Police Department proposes to utilize the funds awarded through the Edward Byrne Memorial Justice Assistance Grant to enhance the department's patrol and communication capabilities. A portion of the funds will be used to purchase and replace Honor Guard Uniforms.

Problem Statement:

The Police Department current communication systems are a standalone temple mounted system. When ballistic helmets are placed on top of the system, the communication system is pushed forward, off the temple, and is ineffective. Also, the current system is falling apart and most are inoperable due to wear and tear. The new equipment will be mounted to the helmet to allow quicker suit up times, provides hearing protection without loss of proximity awareness and prevents the system from getting damaged or lost. These units are crucial to day to day policing efforts.

With an increase in street and neighborhood crime in our community as well as city wide events which can result in an increase of a diverse population to over 100,000, patrolmen require the capability to be more fluid to navigate in crowds while reducing response time. To increase current support of this effort, the Biloxi Police Department anticipates by adding an additional Power bike to the current Bike Patrol Force, that there will be a further reduction of response times and a broadening of the patrol duration resulting in less stress to the individual patrolman.

The Police Department's current Honor Guard Uniforms, used for all City, State and National formal ceremonies and events by the Biloxi Police Department, are 11 years old. These uniforms were originally fitted for officers that have since retired, gained weight or are no longer employed. Though recycled through the years, jackets, pants, duty belts, hats and badges are showing wear, discoloration and the clothing is losing shape. Plus, these original holsters are for Glock 9mm and today our standard is Glock 45, thus requiring replacement.

Implementation Plan:

The City of Biloxi will utilize \$6,380.00 to purchase eleven ACH Communication devices and \$3,025.00 to purchase eleven PTT units. The purchasing process will be initiated within a month of approval and the system integrated and mounted upon receipt for immediate use in day to day operations.

The City of Biloxi will utilize \$3,894 to purchase 1 Police Interceptor Power Bike and one extra battery as back up. (NOTE) Since this bike is battery powered and motorized with less than 1.5hp, **no license or registration** is required by the City or State to be operated in the streets. The purchasing process will be initiated within a month of approval and the Power Bike will be issued to officers as assigned and available upon arrival from the manufacturer.

The City of Biloxi will utilize \$19,669.00 to purchase fourteen complete Honor Guard Uniforms. The purchasing process will be initiated within a month of approval and the Uniforms utilize upon arrival from the factory at the next ceremonial event.

Benchmarks:

Requested funding is for equipment and Uniforms. Results will be immediate upon receipt thereof. Installation of the ACH devices with PPT will grant immediate access to central and remote systems. The Powerbike will be available upon receipt. The Honor Guard Uniforms will be distributed as annual ceremonial events are scheduled.

City of Biloxi Equipment

Eleven 3M Peltor ComTac ACH Communications (Advanced Combat Helmet) at \$580.00 per unit.

Total Cost: \$6,380.00

Eleven PPT (Push to Talk) for P7300 Radios at \$275.00 per unit.

Total Cost: \$3,025.00

One Ranger Police Interceptor Powerbike-Black at \$3,495 per unit. One Ranger Police Interceptor Powerbike Battery at \$399.00 per unit.

Total Cost: \$3,894.00

City of Biloxi Supplies

Fourteen Honor Guard Uniforms with Badges at \$1,404.92 a unit

Total Cost: \$19,668.88

Budget Summary

<u>Budget Category</u>	<u>Amount</u>
------------------------	---------------

A. Personnel:

B. Fringe Benefits:

C. Construction:

D. Equipment:	\$52,325.12
---------------	-------------

E. Supplies	\$19,668.88
-------------	-------------

F. Construction

G. Consultants / Contracts

H. Other	\$
----------	----

TOTAL PROJECT COSTS	\$71,994
----------------------------	-----------------

Federal JAG Request:	\$71,994
-----------------------------	-----------------

NO LOCAL MATCH

Budget Detailed Worksheet

Gulfport Police Department:

A. Personnel:

No personnel cost associated with this grant request.

B. Fringe Benefits:

No fringe cost associated with this grant request.

C. Construction:

No construction costs associated with this grant request.

D. Equipment:

\$39,026.00

12 Body Camera's @3,252.16

HD Body camera, carriers for camera, Blue tooth, Training technical support w/
unlimited video storage and download. (this all is included in above bundle price).

E. Supplies:

No supplies cost associated with this grant request

F. Construction:

No construction costs associated with this grant request.

G. Consultants/Contracts

No consultant/contract costs associated with this grant request.

H. Other Costs:

I. Indirect Costs

No indirect costs associated with this grant request.

TOTAL GULFPORT PROJECT BUDGET: \$39,026.00

Biloxi Police Department

A. Personnel:

No personnel costs associated with this grant request.

B. Fringe Benefits:

No fringe benefit costs associated with this grant request.

C. Construction:

No construction costs associated with this grant request.

D. Equipment:

\$13,299.12

Eleven (11) 3M Peltor ComTac ACH Communication @580.00	\$6,380.00
Eleven Push to talk @275.01	\$3,025.12
One (1) Ranger Police Interceptor Power-bike 1@3,495.00	\$3,495.00
One (1) Interceptor Power-bike Battery 1@399.00	<u>\$ 399.00</u>

E. Supplies:

\$19,668.88

Fourteen (14) Honor Guard Uniforms w/ badges @1,404.92

F. Construction:

No construction costs associated with this grant request.

G. Consultants/Contracts

No consultant/contract costs associated with this grant request.

H. Other Costs:

No other costs associated with this grant request.

I. Indirect Costs

No indirect costs associated with this grant request.

TOTAL BILOXI PROJECT BUDGET: \$32,968.00

Grand Total JAG Requested Funds:

\$71,994.00

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

A RESOLUTION BY THE GULFPORT CITY COUNCIL AUTHORIZING THE GULFPORT POLICE DEPARTMENT TO ACCEPT U.S. DEPARTMENT OF JUSTICE GRANT FOR THE 2020 CORONAVIRUS (BJA FY20 CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM), AUTHORIZING ALL REQUIRED PARTIES TO EXECUTE ANY AND ALL DOCUMENTS AS MAY BE REQUIRED TO ACCEPT SAID GRANT, RATIFYING APPLICATION DOCUMENTS (PROGRAM NARRATIVE AND BUDGET), AND FOR RELATED PURPOSES

WHEREAS, the U.S. Department of Justice offered grant funding to units of local government to plan and initiate programs within the areas of prevention, protection, response and recovery as they relate to the 2020 Coronavirus by way of is BJA FY20 Coronavirus Emergency Supplemental Funding Program; and

WHEREAS, grant funds awarded per the aforementioned program, according to guidance issued by the Department of Justice, Bureau of Justice Assistance, may be used for salaries so long as the salaries are “necessary for preventing, preparing for, and responding to the coronavirus; and

WHEREAS, the City of Gulfport applied for the full amount allocated by the Department of Justice to the City (\$125,740.00) to cover salaries as more fully set forth in the program narrative and budget documents attached hereto as Exhibit “A”; and

WHEREAS, the Department of Justice has advised the City that the City has been awarded grant funds in the total amount of \$125,740.00 to be expended in accord with the City’s application and has provided to the City various documents, which are attached hereto as a part of Exhibit “B” and which must be executed by the City in order to effectuate the award of the grant funds.

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 Governing Authority of the City of Gulfport hereby ratifies the application for grant funding, as more fully outlined in Exhibit “A” hereto,

Section 3. That the City of Gulfport be, and it is hereby, authorized to accept grant funding awarded to the City of Gulfport in the amount of \$125,740.00 from the Department of Justice’s Bureau of Justice Assistance FY 2020 Coronavirus Emergency Supplemental Funding Program, and the Mayor be, and he is hereby, authorized to execute any and all documents, including those attached hereto as a part of Exhibit “B” hereto, as may be required to effectuate acceptance of said grant funding.

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

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

AYES

NAYS

ABSENT

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

CITY OF GULFPORT

Response to U.S. Department of Justice Coronavirus Emergency Supplemental Funding Program

Application Number: 2020-H4199-MS-VD

1 Budget Narrative

The City of Gulfport proposes a detailed line item budget for 2 months beginning on May 4, 2020 and running through June 30, 2020. The City of Gulfport proposes a budget of \$125,740.00 in Department of Justice Funds for a Coronavirus Emergency Supplemental Program. In preparing our fiscal 2020 budget, we created a budget based off projection of normal operations of the police department. Once the COVID-19 pandemic occurred, it became clear that extra police presence would be needed and this would cause our personnel and fringe benefits costs to increase significantly. This program is designed to subsidize the police salaries and benefits related to the COVID-19 precautions patrol and enforcement.

I. Personnel

City of Gulfport is proposing to subsidize our current budget with an additional estimated \$43,965.00 a month in the increased costs of salaries and overtime expenditures over a course of 2 months during the time that we need to have continued enhance police presence in our City. Salaries and overtime rates of police officers are based on their current salary. The total proposed budget for Personnel costs is \$87,930.00.

II. Fringe Benefits

City of Gulfport is proposing a fringe rate of 43.00% to subsidize the additional fringe costs associated with the additional personnel costs. Fringe benefits expenses include health insurance,

vacation and holiday, payroll taxes, sick leave, pension, and miscellaneous employee benefits. The total proposed budget for Fringe Benefits over the life of the project is \$37,810.00.

Total Budget

The total proposed budget is \$125,740.00. City of Gulfport will not exceed the approved amount for this grant.

CITY OF GULFPORT

Response to U.S. Department of Justice Coronavirus Emergency Supplemental
Funding Program

Application Number: 2020-H4199-MS-VD

1 STATEMENT OF NEED

City of Gulfport proposes to implement the Coronavirus Emergency Supplemental Funding to subsidize the additional police salaries and benefits that were increased during the response and precaution enforcement as a response to the Coronavirus pandemic.

Like other cities in Mississippi, City of Gulfport Mayor Billy Hewes issued a Safer at Home order, effective at 11:59 pm, March 31, 2020, directing all Gulfport residents to observe the requirements of this order and limit activities beyond those for essential needs. This order includes a curfew from 11:00 pm – 5:00 am for all individuals, except for medical professionals and first responders.

2 PROGRAM NARRATIVE

a. Additional Law Enforcement Presence

In safeguard of our city and its citizens, the City of Gulfport had to increase police presence in order to patrol and monitor the enforcement of the Safer at Home Order, social distancing guidelines, and limitation on group size in accordance with regulations/guidelines issued by the Centers for Disease Control and Prevention (CDC) and the Mississippi Department of Health (MDOH). In order to achieve the agency's goal to deter crime and ensure the safety of the community during this pandemic, the City of Gulfport will continue to have increased police presence increased for the foreseeable future to ensure the safety of the citizens of the City of Gulfport. Our objective during this time is to help spread the of the coronavirus in our community and keep our citizens healthy and safe.

Budget Summary

Budget Summary

Note: Any errors detected on this page should be fixed on the corresponding Budget Detail tab.

Budget Category	Year 1		Year 2 (if needed)		Year 3 (if needed)		Year 4 (if needed)		Year 5 (if needed)		Total(s)
	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	
A. Personnel	\$87,930	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$87,930
B. Fringe Benefits	\$37,810	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$37,810
C. Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
D. Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
E. Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
F. Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
G. Subawards (Subgrants)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
H. Procurement Contracts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
I. Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Direct Costs	\$125,740	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$125,740
J. Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Project Costs	\$125,740	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$125,740
Does this budget contain conference costs which are defined broadly to include meetings, retreats, seminars, symposia, and training activities? Y/N											



Department of Justice (DOJ)

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

May 19, 2020

The Honorable Billy Hewes
City of Gulfport
2200 15th Street
Gulfport, MS 39501-2025

Dear Mayor Hewes:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by City of Gulfport for an award under the OJP funding opportunity entitled "BJA FY 20 Coronavirus Emergency Supplemental Funding Program." The approved award amount is \$125,740. These funds are for the project entitled COVID 19 Police Response Efforts.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should City of Gulfport accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Tamaro White, Program Manager at (202) 353-3503; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at ask.ocfo@usdoj.gov.

We look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Katharine T. Sullivan", is located below the "Sincerely," text.

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Encl.



Department of Justice (DOJ)

Office of Justice Programs

Office of Civil Rights

Washington, DC 20531

May 19, 2020

The Honorable Billy H. Hewes
City of Gulfport
2200 15th Street
Gulfport, MS 39501-2025

Dear Mayor Hewes:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 16

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

City of Gulfport
2200 15th Street
Gulfport, MS 39501-2025

4. AWARD NUMBER: 2020-VD-BX-0687

5. PROJECT PERIOD: FROM 01/20/2020 TO 01/31/2022
BUDGET PERIOD: FROM 01/20/2020 TO 01/31/2022

6. AWARD DATE 05/19/2020

7. ACTION

Initial

2a. GRANTEE IRS/VENDOR NO.

646000414

8. SUPPLEMENT NUMBER

00

2b. GRANTEE DUNS NO.

083441931

9. PREVIOUS AWARD AMOUNT

\$ 0

3. PROJECT TITLE

COVID 19 Police Response Efforts

10. AMOUNT OF THIS AWARD

\$ 125,740

11. TOTAL AWARD

\$ 125,740

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH
ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.034 - Coronavirus Emergency Supplemental Funding Program

15. METHOD OF PAYMENT

GPRS

AGENCY APPROVAL

GRANTEE ACCEPTANCE

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Billy H. Hewes
Mayor

17. SIGNATURE OF APPROVING OFFICIAL

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. REG.	OFC.	SUB.	POMS	AMOUNT
X	B	VD	80	00	00		125740

21. VVDUGT0679



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

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Grant**

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PROJECT NUMBER 2020-VD-BX-0687

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SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



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SPECIAL CONDITIONS

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.



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SPECIAL CONDITIONS

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.



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8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



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9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



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SPECIAL CONDITIONS

13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



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SPECIAL CONDITIONS

14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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SPECIAL CONDITIONS

19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



Department of Justice (DOJ)
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**AWARD CONTINUATION
SHEET
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PROJECT NUMBER 2020-VD-BX-0687

AWARD DATE 05/19/2020

SPECIAL CONDITIONS

27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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**AWARD CONTINUATION
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PROJECT NUMBER 2020-VD-BX-0687

AWARD DATE 05/19/2020

SPECIAL CONDITIONS

28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. Signing Authority

This award must be signed by an authorized official of the applicant State, local, or tribal government, on behalf of that applicant State, unit of local government, or Tribe, unless the applicant designates an organizational unit to apply on its behalf. For example, if designated by a unit of local government, a Police Department or Sheriff's Office (or similar agency) may apply on behalf of the applicant jurisdiction, as long as the department, office, or agency is listed as the organizational unit on the SF-424. In that case, the head of the designated organizational unit (such as a Police Chief or Sheriff) may sign the award. Documentation of the designation by the appropriate governing body must be retained by the grant recipient.

32. The "Emergency Appropriations for Coronavirus Health Response and Agency Operations" law (Public Law 116-136) includes definitions, reporting requirements, and certain other provisions that apply (whether in whole or in part) to this award. In addition, consistent with the CESF Program's purposes, which involve preparing for, preventing, and responding to the coronavirus national emergency, OJP will provide notice of any additional CESF program-specific grants administrative requirements on an award page, accessible at <https://www.ojp.gov/funding/explore/CESF-program-specific-condition>, that is incorporated by reference here.



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SPECIAL CONDITIONS

33. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

34. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

35. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

36. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

37. Justice Information Sharing

Recipients are encouraged to comply any information-sharing projects funded under this award with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) is encouraged to conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information.

38. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity.



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SPECIAL CONDITIONS

39. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA. The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are: a. New construction; b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places; c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/ or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bjagov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations. Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

40. Establishment of interest-bearing account

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish an interest-bearing account dedicated specifically to this award. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The award funds, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Coronavirus Emergency Supplemental Funding (CESF) program. The recipient also agrees to obligate the award funds in the account(including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41. Expenditures requiring prior approval

No funds under this award may be expended on individual items costing \$500,000 or more, or to purchase Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV) without prior written approval from BJA. Prior approval must be obtained post-award, through the submission and approval of a Grant Adjustment Notice (GAN) through OJP's Grant Management System (GMS).



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AWARD DATE 05/19/2020

SPECIAL CONDITIONS

42. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after January 20, 2020

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (January 20, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds.

43. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

44. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

45. Recipient may not obligate, expend, or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Budget Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.

46. Missing Attachment: Disclosure of lobbying

The recipient must complete a Disclosure of Lobbying Activities (SF-LLL) form, and submit it to the grant manager for this award. Award closeout will not be possible until OJP has issued a Grant Adjustment Notice to remove this special condition.



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Categorical Exclusion for City of Gulfport

The Coronavirus Emergency Supplemental Funding (CESF) Program allows eligible states, local units of government, and tribes to support a broad range of activities including preventing, preparing for, and responding to the coronavirus.

All recipients of CESF funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a sub-grantee or third party.

BJA's expectation is that none of the following activities will be conducted whether under this federal award or a related third party action:

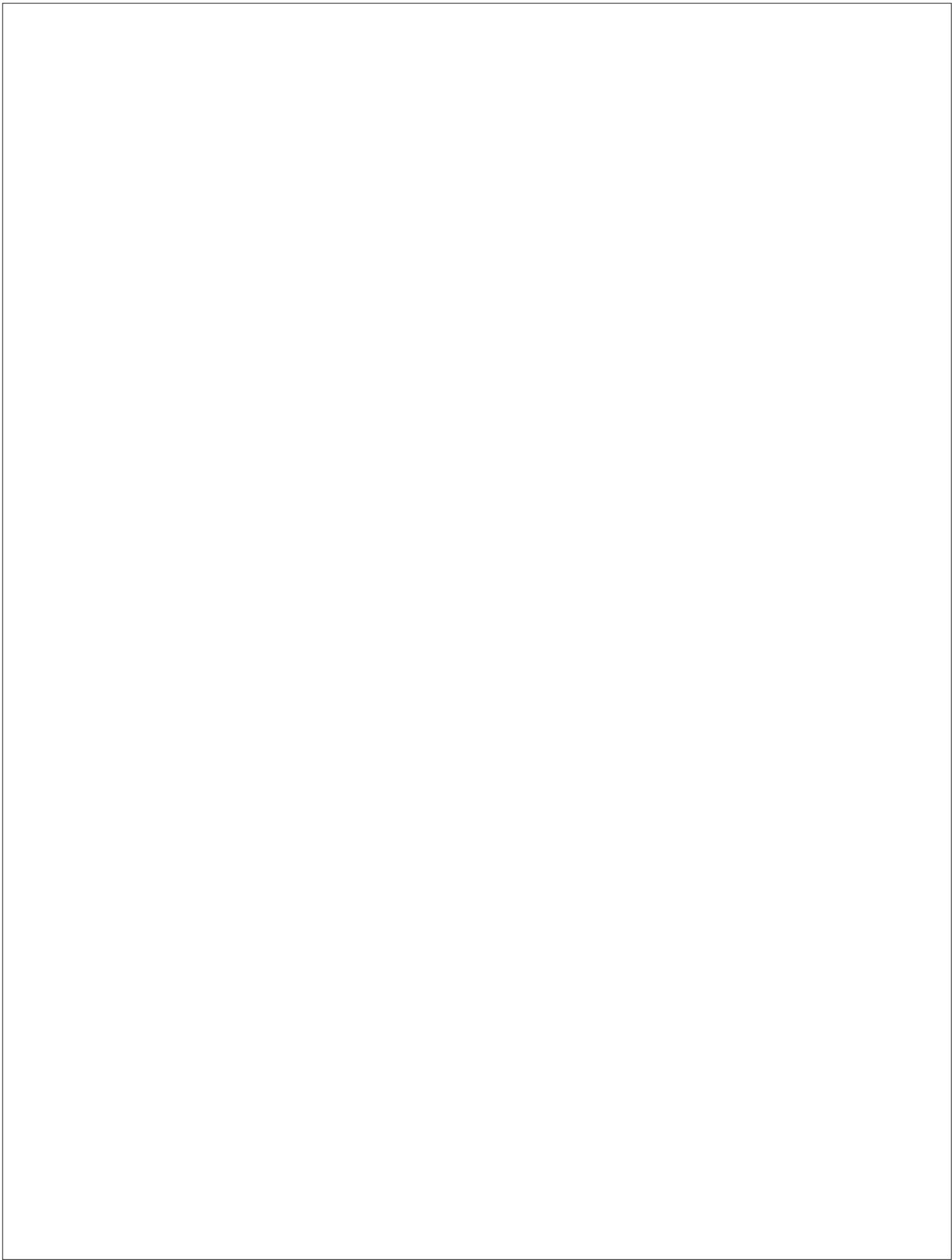
- (1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories) other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

If, however, award funds are proposed to be used for any of the enumerated projects or activities above, grant recipients must contact their grant manager, and receive written approval prior to commencing that project or activity.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for BJA.

 Department of Justice (DOJ) Office of Justice Programs Bureau of Justice Assistance	GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY	
	Grant	
	PROJECT NUMBER 2020-VD-BX-0687	PAGE 1 OF 1
This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C		
1. STAFF CONTACT (Name & telephone number) Tamaro White (202) 353-3503	2. PROJECT DIRECTOR (Name, address & telephone number) Karen McCarty Federal Programs Administrator P.O. Box 1780 Gulfport, MS 39502-0560 (228) 868-5705 ext.6545	
3a. TITLE OF THE PROGRAM BJA FY 20 Coronavirus Emergency Supplemental Funding Program		3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)
4. TITLE OF PROJECT COVID 19 Police Response Efforts		
5. NAME & ADDRESS OF GRANTEE City of Gulfport 2200 15th Street Gulfport, MS 39501-2025	6. NAME & ADDRESS OF SUBGRANTEE	
7. PROGRAM PERIOD FROM: 01/20/2020 TO: 01/31/2022	8. BUDGET PERIOD FROM: 01/20/2020 TO: 01/31/2022	
9. AMOUNT OF AWARD \$ 125,740	10. DATE OF AWARD 05/19/2020	
11. SECOND YEAR'S BUDGET	12. SECOND YEAR'S BUDGET AMOUNT	
13. THIRD YEAR'S BUDGET PERIOD	14. THIRD YEAR'S BUDGET AMOUNT	
15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse) The Coronavirus Emergency Supplemental Funding (CESF) Program allows States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments to support a broad range of activities to prevent, prepare for, and respond to the coronavirus. Funded projects or initiatives may include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers. NCA/NCF		



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 AUTHORIZING COVID-19
ANTIBODY TESTING AS AN EMPLOYEE BENEFIT,
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, on April 21, 2020, and on May 19, 2020, acted to confirm and extend the aforementioned State of Emergency; and

WHEREAS, the large majority of City employees have continued to work during the aforementioned State of Emergency, many of whom have contact with members of the general public on a day to day basis; and

WHEREAS, as a benefit of employment, the City of Gulfport desires to make IgG COVID19 Antibody testing (limited one test per employee) available, on a voluntary basis, to those City employees employed by the City during the period June 2, 2020, through August 31, 2020; and

WHEREAS, Memorial Hospital at Gulfport (“Memorial Hospital”) has offered to provide the aforementioned testing at a cost of \$24.20 per test, and the City desires to authorize Memorial Hospital to perform such testing with the cost thereof to be borne by the City of Gulfport; and

WHEREAS, the Governing Authority believes that engaging Memorial Hospital to perform such testing on those City employees who desire to take advantage of the same is in the best interest of the City and its employees and that the testing shall be considered a benefit of employment for those employees employed by the City of Gulfport between June 2, 2020, and August 31, 2020.

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 Governing Authority hereby confirms that IgG COVID19 Antibody testing shall be made available to employees of the City of Gulfport who are employed by the City from June 2, 2020, through and including August 31, 2020, on a voluntary basis, as a benefit of employment, and that the subject testing shall be undertaken by said employees at any time prior to August 31, 2020.

SECTION 3. That the Governing Authority authorizes the Administration, by and through the City’s Departments, as appropriate, to execute any and all documents as may be required to establish the IgG COVID19 Antibody testing program contemplated herein.

SECTION 4. This Resolution shall be in full force and effect on and after passage and 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

Memorial Physician Clinics-Occupational Medicine

1759 Medical Park Dr.
Biloxi, MS 39532
(228) 822-6030
(228) 207-1378 Fax

1408 44th Avenue
Gulfport, MS 39501
(228) 575-1777
(228) 867-4123 Fax

8006 Hwy 613
Escatawpa, MS 39562
(228) 475-1166
(228) 475-9337 Fax

1440 E Central Ave
Wiggins, MS 39577
(601) 928-6700
(601) 928-6731 Fax

Client Profile

Client Name: City of Gulfport

Mailing Address: _____
(Address) (City) (ST and Zip)

Billing Address: _____
(Address) (City) (ST and Zip)

Contact: _____ Email _____ Title: _____

Phone: _____ Fax: _____ Number of Employees _____

Occupational Services

- | | |
|--|--|
| ☐ Pre-employment Physical | ☐ CDL Exam/ DOT Physical |
| ☐ Pulmonary Function Testing | ☐ TB Skin Test w/reading |
| ☐ Vision Screening | ☐ Audiogram |
| ☐ EKG | ☐ Vaccinations |
| ☐ X-ray Services | ☐ Respiratory Fit Test |
| ☐ Breath Alcohol | ☐ Drug Screen Collection (only) |
| ☐ DOT Drug Screening | ☐ Non-DOT 5 Panel Drug Screen |
| ☐ Non-DOT 9 Panel Drug Screen | ☐ Non-DOT 10 Panel Drug Screen |
| ☐ Rapid 5 Panel Drug Screen | ☐ Rapid 10 Panel Drug Screen |
| ☒ Other <u>COVID IgG Testing</u> | |

Workers' Compensation Carrier

Carrier Name _____

Claims/Billing Address: _____
(Address) (City) (ST and Zip)

Contact: _____ Email _____

Phone: _____ Fax: _____

Post-Accident Drug Screen ☐ Yes ☐ No

Post-Accident Breath Alcohol ☐ Yes ☐ No Light Duty/Modified Duty Available ☐ Yes ☐ No

Authorizing Agent's Name _____

Authorizing Agent's Signature _____ Date _____

Gulfport Police Department

Memo

To: Mayor Billy Hewes

From: Chief Leonard Papania



Date: May 12, 2020

Re: Increase Line Item

The following checks were issued by Connie Ladner office Circuit Clerk of Harrison County for Restitution on several drug related arrest.

Check number (45827) amount of \$286.63 (GPD case)

I request your permission to place these funds in the account below:

Account Number	Increase Amount	Increase Amount
Forfeiture and Seizure County and Local Shared Vehicles-- 277-630200		286.63
County/Local Shared Revenue 275-493100	286.63	

This amendment must be spread on the Council minutes so the funds can be spent according to federal, state and local statutes. Therefore, I ask that you place this on the next Council agenda.

City of Gulfport

Budget Amendment Request

Fund Name	Forfeiture & Seizure		Date	05/27/20
Department #	277		Budget Entry #	2020-63
Department Name	Police Department			
	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel	-	-	-	-
Supplies	-	-	-	-
Other Services	-	-	-	-
Capital	52,230	61,881	287	114,398
Total	52,230	61,881	287	114,398
Revenue 275-493100	-	626,479	287	626,766

Money was received from Circuit Clerk of Harrison County for Restitution on several drug related arrest. Permission is requested to place these funds in the accounts above.

Amendment # 2020-63

Gulfport Police Department

Memo

To: Mayor Billy Hewes and City Council Members

From: Chief Leonard Papania 

Date: May 21, 2020

Re: Budget Amendment

Gulfport Police Department received Automated Email Notification from DEA sharing on May 20th, of the following electronic deposits of forfeited funds.

CATS ID (08-DEA-504188) \$ 6,656.16

Account Number	Increase Amount	Increase Amount
Federal Shared Revenue 275-492800		6,656.16
Capital – 276-630100	6,656.16	
TOTAL	6,656.16	6,656.16

This amendment must be spread on the Council minutes so the funds can be spent according to federal, state and local statutes.

Your consideration of this request is very much appreciated.

City of Gulfport

Budget Amendment Request

Fund Name	<u>Forfeiture & Seizure</u>	Date	<u>05/27/20</u>
Department #	<u>276</u>	Budget Entry #	<u>2020-64</u>
Department Name	<u>Police Department</u>		
	Original Budget	Prior Amendments	This Amendment
			Revised Budget
Personnel	-	-	-
Supplies	-	-	-
Other Services	-	-	-
Capital	85,226	38,983	6,656
Total	85,226	38,983	6,656
Revenue 275-492800	-	38,983	6,656
			45,639

Money was received from DEA sharing on forfeited funds. Permission is requested to place these funds in the above accounts.

Amendment # 2020-64



**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

WEM

From: Wayne Miller, P.E., Director of Public Works

Date: May 19, 2020

Subject: Increase Federal Funds for Courthouse Road Improvements Project

AMOUNT	TO
\$(192,000.00)	100-456700-02796 (Courthouse Road MDOT Revenue Account)
\$192,000.00	346-640100-02796 (Courthouse Road MDOT Expense Account)
\$(210,566.00)	100-456700-02796 (Courthouse Road MDOT Revenue Account)
\$210,566.00	346-640100-02796 (Courthouse Road MDOT Expense Account)
\$402,566.00	TOTAL GRPC Funds Added
<i>\$0.00</i>	<i>Total City Funds**</i>

The Department of Public Works is requesting to increase the federal funds accounts for the Courthouse Road Improvements project by a total of \$402,566.00 per the attached approval letters from the Gulf Regional Planning Commission and approved agreements by the City Council.

In December 2018, the Gulf Regional Planning Commission approved an increase in federal funds of \$192,000.00 to help cover costs associated with the underground relocation of utilities for the Courthouse Road project. On February 4, 2020, City Council approved a contract with Mississippi Power totaling \$240,000.00 to move the overhead power lines underground. The \$192,000.00 provided by GRPC will cover the 80% federal portion of the work – the city would be responsible for funding the remaining 20%, or \$48,000.00.**

In October 2019, the Gulf Regional Planning Commission approved an increase in federal funds of \$210,566.00 to cover “administrative costs” associated with completion of the project – this increase was meant to cover an upcoming supplemental agreement #2 to Pickering Firm Inc.’s contract. On December 17,

2019 the City Council approved Supplemental Agreement #2 for Pickering Firm Inc. totaling \$264,581.96. The \$210,566.00 provided by GRPC will cover approximately 79.58% of the supplemental agreement cost. The city would be responsible for funding the remaining 20.42%, or \$54,025.96.**

***Please note that due to the funding of construction Supplemental Agreements for the Courthouse Road project primarily from city accounts, and receipt of federal funds at later dates, the city portion of these agreements has already been met in other supplemental agreements. Therefore the referenced contracts will be paid entirely from GRPC federal funds.*

I hereby recommend this budget amendment.

Please place on the June 2, 2020 City Council Agenda.



October 18, 2019

Mr. Evan Wright
State Planning Engineer
Mississippi Department of Transportation
P.O. Box 1850
Jackson, MS 39215-1850

RE: Courthouse Road Funding Allocation Increase

Dear Evan,

We are increasing the STBG funding allocation for Gulfport's Courthouse Road Project by \$210,566. This increase will allow the City to complete the work on the project. The funding increase is being processed as an administrative modification.

Thank you,

Kenneth Yarrow
Gulf Regional Planning Commission

Cc: Mayor Billy Hewes, City of Gulfport
Kris Reimann, City of Gulfport
Veronica Weaver, City of Gulfport
David Seyfarth, MDOT
Perry Brown, MDOT
Nicole Baker, MDOT
Paul Gavin, GRPC

Mississippi Gulf Coast Metropolitan Planning Organization

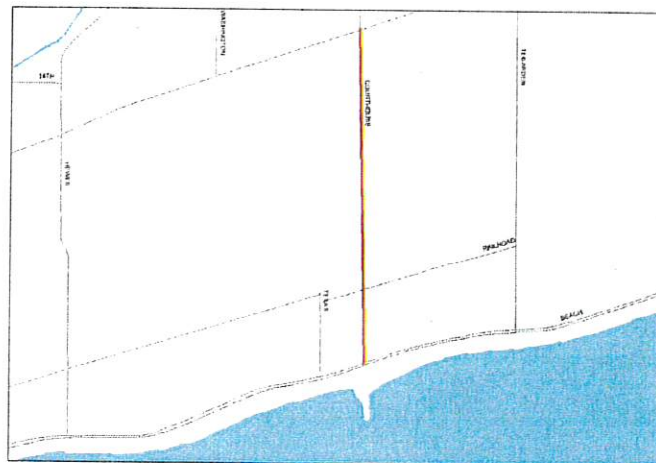
FY2019-2022 Transportation Improvement Program (TIP)

Improvement Type	Reconstruction	
Route/Category	Courthouse Road	1 Mile
Termini	Hwy 90 to Pass Road	
Project Description	Reconstruction to include complete street concepts	

Fiscal Year	Funding Source	Project Phase	Federal Funds	Local Match	Total Cost
2016	STP	CON	\$4,325,248	\$1,081,312	\$5,406,560
2016	STP	CON	\$1,920	\$480	\$2,400
2017	STP	CON	\$51,441	\$12,860	\$64,301
2019	STGB	CON	\$192,000	\$48,000	\$240,000
2019	STBG	CON	\$186,359	\$46,590	\$232,949
2020	STBG	CON	\$210,566	\$52,641	\$263,207



Action History	Type	Date	Remarks:
Added to TIP	Amend	10/24/2013	\$2,683,532 STP
Change CON FY	Mod	3/10/2014	Change from FY18 to 17
Change CON FY	Mod	9/25/2014	Advance Construction between FY17 and FY18
Change CON FY	Mod	12/10/2015	Change years to FY16 & 17
Add STP Funds	Mod	6/12/2016	Add \$22,660 STP for Rail diagnostics
Add STP Funds	Amend	8/25/2016	Add \$676,270 STP to FY16
Add STP Funds	Amend	2/23/2017	Add \$623,598 STP to FY17
Add STP Funds	Mod	4/27/2017	Add \$383,000 STP, new FY17 total is \$1,006,598
Add STBG funds	Mod	11/29/2018	Add \$192,000 STBG - Power lines
Add STBG funds	Mod	3/20/2019	Add \$186,359 STBG - Post project mill & overlay
Add STBG funds	Mod	10/18/2019	Add \$210,566 STBG



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 17th day of December, 2019, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE
SUPPLEMENTAL AGREEMENT #2 TO CONTRACT WITH PICKERING
FIRM, INC., FOR CONSTRUCTION ENGINEERING AND INSPECTION
SERVICES IN CONNECTION WITH THE COURTHOUSE ROAD
IMPROVEMENTS PROJECT TO AUTHORIZE THE MAYOR TO EXECUTE
SAID AGREEMENT AND FOR RELATED PURPOSES**

WHEREAS, Pickering Firm, Inc., was awarded the contract for Construction Engineering and Inspection Services in connection with construction of the improvements along Courthouse Road from Pass Road to Highway 90, install raised medians from Perry Street south to Highway 90 with 4 lanes (2 lanes in each direction), add a continuous 10 foot wide multi-use path for both walkers and bicyclists on the east side, add landscaping, add streetlights, and add a pedestrian crossing signal at 33rd Street for Gulfport High School Students; and

WHEREAS, certain and various changes to the contract as more fully set forth in the attached Supplemental Agreement #2 which is attached hereto as a part of Exhibit "A", resulting in an INCREASE in contract time (to December 31, 2019) and an INCREASE in the contract amount of \$264,581.96, as more fully described in Supplemental Agreement #2.

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 #2 to the City's contract with Pickering Firm, Inc., be and it is hereby approved, subject to final approval by the Mississippi Department of Transportation, 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, once approved by the

Mississippi Department of Transportation. The City's approval of Supplemental Agreement #2 is ineffective as against the City until the same has been approved by the Mississippi Department of Transportation.

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 contract amount and time, as set forth in Supplemental Agreement #2 are 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 Roland, seconded by Councilmember Walker, and was adopted by the following roll call vote:

YEAS:

**Roland
Holmes-Hines
Walker
Sharp
Pucheu**

NAYS:

Flowers

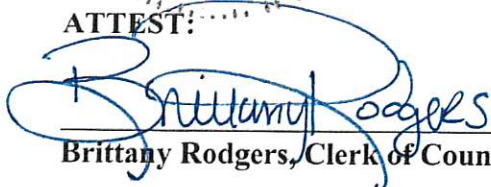
ABSENT:

Casey

WHEREUPON the President declared the motion carried and the Resolution adopted, this the 17th day of December, 2019.

(SEAL)

ATTEST:

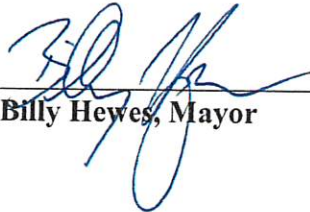

Brittany Rodgers, Clerk of Council

ADOPTED:


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

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 18th day of December, 2019.

APPROVED:



Billy Hewes, Mayor

Between the
CITY OF GULFPORT
And
PICKERING FIRM, INC.

SUPPLEMENTAL AGREEMENT NO. 2

Courthouse Road From U.S. 90 To Pass Road
Harrison County
Project No. STP-9372-00(009)LPA/106903-701000

WHEREAS, Pickering Firm, Inc. (the CONSULTANT) entered into the Construction Engineering & Inspection (CE&I) Contract with the City of Gulfport (the LPA) on the 22nd day of December, 2016, to perform Construction Engineering & Inspection Services, as provided for in Project No. STP-9372-00(009)LPA/106903-701000 (the PROJECT); and,

WHEREAS, the CONSULTANT has been requested to provide Construction Engineering & Inspection Services resulting from a change in the scope of the project; and,

WHEREAS, the LPA agrees that the CONSULTANT is entitled to additional compensation for Additional Services (Extra Work) as required by the LPA; and

WHEREAS, the original construction time was 211 working days in the construction contract; and

WHEREAS, the contractor exceeded the original allotted construction time in the construction contract on **October 23, 2018** and is now being assessed liquidated damages; and

WHEREAS, the LPA has requested that the CONSULTANT continue all construction engineering and inspection (CE&I) services while the contractor continues work beyond the original construction time allotted in the construction contract; and

WHEREAS, the CONSULTANT agrees to perform the Extra Work for an additional cost not to exceed **\$264,581.96;**

NOW THEREFORE, it is mutually agreed that the CONSULTANT will accomplish such Additional Services (Extra Work) in accordance with the Contract as modified herein and the LPA will compensate the CONSULTANT for services as follows:

SCOPE OF WORK

The CONSULTANT has been requested to provide additional services related to the PROJECT which includes: The CONSULTANT shall continue to provide CE&I Services beyond the original construction contract time for an anticipated completion date of **December 31, 2019.**

Created – 11/01/08

Revised – 02/11/15

Construction Engineering and Inspection Contract Supplemental Agreement boilerplate

The Maximum Allowable Cost shall be amended to add the sum of \$264,581.96 so the revised total Maximum Allowable Contract Costs is \$728,869.21. The new Maximum Allowable Cost is delineated below in the Schedule.

Schedule:

	Labor	Direct Cost	Subconsultants	Total
Original	\$386,487.24	\$11,070.00	\$28,820.41	\$426,377.65
SA #1	\$37,909.60	\$0.00	\$0.00	\$37,909.60
SA #2	\$264,581.96	\$0.00	\$0.00	\$264,581.96
Totals	\$688,978.90	\$11,070.00	\$28,820.41	\$728,869.21

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

Therefore, this Supplemental Agreement is so accepted and agreed upon the latest date of execution and shall be effective as of September 20, 2018.

Dated, the _____ day of _____, 2019.

CITY OF GULFPORT

Mayor Billy Hewes

Dated, the ____7th____ day of ____October____, 2019.

Pickering Firm, Inc.

Rick Ferguson
Rick Ferguson, P.E.

FEE PROPOSAL

CONSTRUCTION ENGINEERING & INSPECTION

Courthouse Road From U.S. 90 To Pass Road

Prepared for:

Mississippi Department of Transportation

Project Number:

STP-9372-00(009)LPA/106903-701000

City Of Gulfport, MS

Prepared by: Pickering Firm, Inc.

Date Submitted:

October 7, 2019

Date Revised:

Cost Summary

Courthouse Road From U.S. 90 To Pass Road

Construction Engineering & Inspection Services

Pickering Firm, Inc.

Labor Costs

CE&I Services	\$	264,581.96
---------------	----	------------

Direct Costs

CE&I Services	\$	-
---------------	----	---

Subtotal Pickering Firm, Inc.

\$	264,581.96
----	------------

Terracon Consultants, Inc.

Labor Costs

Testing Services	\$	-
------------------	----	---

Direct Costs

CE&I Services	\$	-
---------------	----	---

Subtotal Cost Terracon Consultants, Inc.

\$	-
----	---

PROJECT TOTAL COSTS

\$	264,581.96
----	------------

Back-up must be provided for all SubConsultants

If additional sheets are required, Consultant will be responsible for accuracy

2018 BILLING RATE TABLE

Pickering Firm, Inc.

Construction Engineering & Inspection Services

Home Overhead Rate ²	<u>177.63% %</u>
Field Overhead Rate ²	<u>177.63% %</u>
Profit	<u>12.00% %</u>

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Project Manager	\$ 54.26	\$ 96.38	\$ 18.08	\$ 168.72
Senior Construction Engineer	\$ 48.20	\$ 85.62	\$ 16.06	\$ 149.88
Project Engineer	\$ 41.52	\$ 73.75	\$ 13.83	\$ 129.10
Senior Engineer	\$ 40.89	\$ 72.63	\$ 13.62	\$ 127.15
Engineer	\$ 35.33	\$ 62.76	\$ 11.77	\$ 109.86
Survey Manager	\$ 34.38	\$ 61.07	\$ 11.45	\$ 106.90
Project Surveyor	\$ 32.97	\$ 58.56	\$ 10.98	\$ 102.52
Inspector	\$ 29.53	\$ 52.45	\$ 9.84	\$ 91.82
Survey Crew Chief	\$ 21.79	\$ 38.71	\$ 7.26	\$ 67.76
Instrument Man	\$ 13.13	\$ 23.32	\$ 4.37	\$ 40.83

OVERTIME BILLING RATES ***

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Inspector	\$ 29.53	\$ 52.45	\$ 9.84	\$ 106.59

² Approved by MDOT

³ Formula's may need to be adjusted if consultant has field overhead rate approved.

*** Overtime may only be allowable for those employees per Federal requirements.

*** Overtime is calculated by Raw Wage only * 1.5. Overhead and profit shall not be increased by 1.5

2018 HOUR DISTRIBUTION / LABOR COSTS

Pickering Firm, Inc.

Construction Engineering & Inspection Services

STP-9372-00(009)LPA/106903-701000

REGULAR HOURS ONLY

POSITION TITLE	Hours Per Month												On Job Months	Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Project Manager									2	2	2	2	2	8	\$ 168.72	\$ 1,349.76
Senior Construction Engineer									4	4	4	4	4	16	\$ 149.88	\$ 2,398.08
Project Engineer									40	40	40	40	40	160	\$ 129.10	\$ 20,656.00
Senior Engineer														0	\$ 127.15	\$ -
Engineer									40	30	20	20		110	\$ 109.86	\$ 12,084.60
Survey Manager														0	\$ 106.90	\$ -
Project Surveyor														0	\$ 102.52	\$ -
Inspector									80	80	80	80	80	320	\$ 91.82	\$ 29,382.40
Survey Crew Chief														0	\$ 67.76	\$ -
Instrument Man														0	\$ 40.83	\$ -
														0	\$ -	\$ -
Labor Subtotal (Regular)														\$ 65,870.84		

STP-9372-00(009)LPA/106903-701000

OVERTIME HOURS ONLY

POSITION TITLE	Overtime Hours Per Month												On Job Months	Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Inspector														0	\$ 106.59	\$ -
														0	\$ -	\$ -
Labor Subtotal (Overtime)														\$ -		

CONTRACTOR'S Project Completion Time: 211 Working Days
Construction Bid Amount: \$4,979,249.45

2019 BILLING RATE TABLE

Pickering Firm, Inc.

Construction Engineering & Inspection Services

Home Overhead Rate ²	177.63% %
Field Overhead Rate ²	177.63% %
Profit	12.00% %

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Project Manager	\$ 54.26	\$ 96.38	\$ 18.08	\$ 168.72
Senior Construction Engineer	\$ 48.20	\$ 85.62	\$ 16.06	\$ 149.88
Project Engineer	\$ 41.52	\$ 73.75	\$ 13.83	\$ 129.10
Senior Engineer	\$ 40.89	\$ 72.63	\$ 13.62	\$ 127.15
Engineer	\$ 35.33	\$ 62.76	\$ 11.77	\$ 109.86
Survey Manager	\$ 34.38	\$ 61.07	\$ 11.45	\$ 106.90
Project Surveyor	\$ 32.97	\$ 58.56	\$ 10.98	\$ 102.52
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OVERTIME BILLING RATES ***

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Inspector	\$ 29.53	\$ 52.45	\$ 9.84	\$ 106.59

² Approved by MDOT

³ Formula's may need to be adjusted if consultant has field overhead rate approved.

*** Overtime may only be allowable for those employees per Federal requirements.

*** Overtime is calculated by Raw Wage only * 1.5. Overhead and profit shall not be increased by 1.5

2019 HOUR DISTRIBUTION / LABOR COSTS

Pickerling Firm, Inc.

Construction Engineering & Inspection Services

STP-9372-00(009)LPA/106903-701000

REGULAR HOURS ONLY

POSITION TITLE	Hours Per Month												On Job Months	Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Project Manager	2	2	2	2	2	2	2	2	2	2	2	2	2	24	\$ 168.72	\$ 4,049.28
Senior Construction Engineer	4	4	4	4	4	4	4	4	4	4	4	4	4	48	\$ 149.88	\$ 7,194.24
Project Engineer	40	40	40	40	40	40	40	40	40	40	40	40	40	480	\$ 129.10	\$ 61,968.00
Senior Engineer														0	\$ 127.15	\$ -
Engineer	20	20	20	20	20	20	20	20	20	20	20	20	20	340	\$ 109.86	\$ 37,352.40
Survey Manager														0	\$ 106.90	\$ -
Project Surveyor														0	\$ 102.62	\$ -
Inspector	80	80	80	80	80	80	80	80	80	80	80	80	80	960	\$ 91.82	\$ 88,147.20
Survey Crew Chief														0	\$ 67.76	\$ -
Instrument Man														0	\$ 40.83	\$ -

Labor Subtotal (Regular) \$ 198,711.12

STP-9372-00(009)LPA/106903-701000

OVERTIME HOURS ONLY

POSITION TITLE	Overtime Hours Per Month												On Job Months	Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Inspector														0	\$ 106.59	\$ -

Labor Subtotal (Overtime) \$ -

CONTRACTOR'S Project Completion Time: 211 Working Days
Construction Bid Amount: \$4,979,249.45

**Mississippi Gulf Coast
Metropolitan Planning Organization**
Gulf Regional Planning Commission

December 18, 2018

Mr. Jeff Ely, State Planning Engineer
MDOT Planning Division
Post Office Box 1850
Jackson, MS 39215-1850

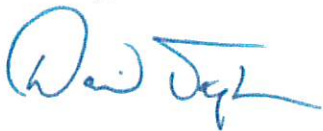
Re: MPO funding allocation for Gulfport's U.S. 49 Pedestrian Safety Study, and increased funding for the Courthouse Road Reconstruction Project.

Dear Jeff:

The Mississippi Gulf Coast MPO requests that the FY 2019-2022 Statewide Transportation Improvement Program be modified to include an increase of \$192,000 STBG funds for the Courthouse Road Reconstruction Project. This increase is intended to help cover costs associated with the underground relocation of utilities on the southernmost portion of the project, from U.S. 90 to the CSX Railroad.

Additionally, the MPO has allocated \$120,000 in STPBG funds from our MPO Studies/Projects Group to the City of Gulfport for study and analysis of potential pedestrian access and safety opportunities and alternatives along US 49 between Creosote Road and Turkey Creek. We are anxious to move forward with this effort and look forward to working with the City and MDOT toward creating a safer environment for pedestrian travel in the area.

Sincerely,



David Taylor
Planning Director

Cc:

Mr. David Seyfarth, MDOT LPA Division
Ms. Necole Baker, MDOT LPA Division
Ms. Tammi Moore, MDOT Programming Division

Mississippi Gulf Coast Metropolitan Planning Organization

FY2019-2022 Transportation Improvement Program (TIP)

Improvement Type	Reconstruction	
Route/Category	Courthouse Road	1 Mile
Termini	Hwy 90 to Pass Road	
Project Description	Reconstruction to include complete street concepts	

Fiscal Year	Funding Source	Project Phase	Federal Funds	Local Match	Total Cost
2016	STP	CON	\$4,325,248	\$1,081,312	\$5,406,560
2016	STP	CON	\$1,920	\$480	\$2,400
2017	STP	CON	\$51,441	\$12,860	\$64,301
2019	STP	CON	\$192,000	\$48,000	\$240,000



Action History	Type	Date	Remarks:
Added to TIP	Amend	10/24/2013	\$2,683,532 STP
Change CON FY	Mod	3/10/2014	Change from FY18 to 17
Change CON FY	Mod	9/25/2014	Advance Construction between FY17 and FY18
Change CON FY	Mod	12/10/2015	Change years to FY16 & 17
Add STP Funds	Mod	6/12/2016	Add \$22,660 STP for Rail diagnostics
Add STP Funds	Amend	8/25/2016	Add \$676,270 STP to FY16
Add STP Funds	Amend	2/23/2017	Add \$623,598 STP to FY17
Add STP Funds	Mod	4/27/2017	Add \$383,000 STP, new FY17 total is \$1,006,598
Add STBG funds	Mod	11/29/2018	Add \$192,000





Mississippi Gulf Coast Metropolitan Planning Organization

FY2019-2022 Transportation Improvement Program (TIP)

Studies/Projects Group

Group Description

The Mississippi Gulf Coast MPO will set aside \$500,000 in STP funds annually for the purpose of developing and implementing studies/projects that directly support the MPO goals. The MPO funded studies are used to prepare a project for funding and implementation. Projects will be selected by GRPC based on needs identified through the agency's transportation planning process, Long Range Transportation Plan or a need expressed by an LPA. Studies or projects under \$50,000 can be initiated as needed without an MPO vote. Studies or projects over \$50,000 will require MPO action. This group enables to MPO to be more responsive to needs as they arise between amendment and update periods.

Agency	Project Description	Scope	Date added	Fed. Funds	TIP year
Pass Christian	Clark St Bridge Replacement	Bridge	3/1/2018	\$189,896	2019
Ocean Springs	Wayfinding Study	Study	8/23/2018	\$24,000	2019
D'Iberville	Sidewalk & Pedestrian Study	Study	8/23/2018	\$80,000	2019
Gulfport	Electric Vehicle Charging Stations	Study	8/23/2018	\$24,000	2019
Harrison County	Active Living Initiative	Study	8/23/2018	\$120,000	2019
Diamondhead	Commercial District Road Study	Study	8/23/2018	\$60,000	2019
Bay St. Louis	Multiuse Pathway Study	Study	8/23/2018	\$8,000	2019
Diamondhead	East Aloha	Study		\$16,000	2019
Gulfport	US 49 Pedestrian Safety Study	Study	11/29/2018	\$120,000	2019

Projects identified for group funding allocation have no significant environmental impact and therefore are deemed Categorical Exclusions.

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 4th day of February, 2020, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE AND AUTHORIZE EXECUTION OF CONSTRUCTION AGREEMENT WITH MISSISSIPPI POWER COMPANY IN CONNECTION WITH THE COURTHOUSE ROAD IMPROVEMENTS PROJECT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport has undertaken a project to make certain improvements to Courthouse Road south of Pass Road; and

WHEREAS, the City has determined that it is in the best interest of the City that overhead lines in a certain area of the project be buried both for aesthetic reasons and to minimize damage in future harsh weather events, including hurricanes; and

WHEREAS, Mississippi Power Company owns poles and overhead lines in the project area and has agreed to undertake the work to bury said lines in accord with the proposed Construction Agreement (with the scope of work attached thereto) which is attached hereto as Exhibit "1"; and

WHEREAS, the Mayor and City Council are of the opinion that entry into the Construction Agreement attached hereto as Exhibit "1" is in the best interest of the City of Gulfport.

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

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

Section 2. That the proposed Construction Agreement with Mississippi Power Company, as attached hereto as Exhibit "1" be, and it is hereby approved, and the Mayor (or designee) is

hereby authorized to sign and execute said agreement in writing in behalf of the City of Gulfport, Mississippi.

Section 4. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

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

YEAS:

Casey
Roland
Holmes-Hines
Walker
Flowers
Pucheu

NAYS:

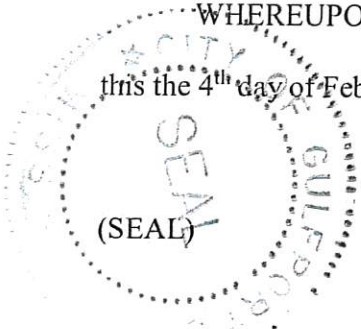
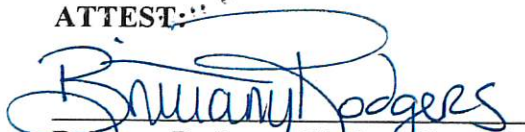
None

ABSENT:

Sharp

WHEREUPON the President declared the motion carried and the Resolution adopted, this the 4th day of February, 2020.

ATTEST:

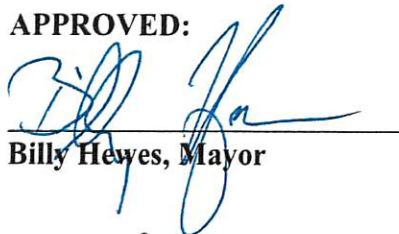


Brittany Rodgers, Clerk of Council

ADOPTED:


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

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of February, 2020.

APPROVED:


Billy Hewes, Mayor

SPECIAL CONSTRUCTION AGREEMENT

PROJECT NAME: COURTHOUSE ROAD IMPROVEMENT PROJECT

This Agreement is by and between:

City of Gulfport, Mississippi (the City)
2309 15th Street
Gulfport, Mississippi 39501

And

Mississippi Power Company (MPC)
2908 28th Street
Gulfport, Mississippi 39501

Who agree, as follows, to-wit:

The City of Gulfport, Mississippi ("City") hereby engages Mississippi Power Company (MPC) to perform the work described herein. This Project is funded, in part, by federal funds (Federal Highway Administration) awarded by the Mississippi Department of Transportation and administered by the City of Gulfport Department of Engineering. MPC shall be authorized to commence the work described herein upon execution of this Agreement, including an acknowledgment and acceptance of any and all requirements established by the funding entity, and receipt of written authorization to proceed from the City.

- I. **SCOPE OF WORK.** The Project shall be completed by MPC, in coordination with AT&T (as and if needed). All work shall be coordinated by the City's Engineering Department. MPC shall remove all MPC owned power poles and street lights in the identified areas and shall install new facilities to serve existing customers in the areas where the removals will take place. A detailed Scope of Work is attached hereto as Exhibit "A".
- II. **MATERIALS AND EQUIPMENT.** All materials necessary for the Project shall be supplied by MPC.
- III. **COMPENSATION FOR SERVICES.** As consideration for the special construction contemplated herein, and with the acknowledgement that MPC shall incur Project related costs in advance of the performance of the work, MPC shall be paid a total of \$240,000.00. Payment to MPC shall be made in two (2) installments, with \$120,000.00 paid prior to work beginning and a final invoice in an amount not to exceed \$120,000.00 which is to be paid when the electrical work is completed according to usual and customary electric utility practices.
- IV. **TERMINATION.** The City or MPC may terminate this Agreement for cause upon the other party's breach or default of any provision of this Agreement unless such breach or

default is corrected or cured within fourteen (14) days after receipt of written notice from the other party. If this Agreement is terminated before the completion of the work, the city shall only owe, if any, outstanding compensation for work completed, or actual costs incurred by MPC, prior to the date of termination or cancellation of the Agreement. Any funds issued in advance of the Project that are not utilized for the Project shall be returned to the City within fourteen (14) days from the date of termination.

- V. **LIMITATION OF LIABILITY.** MPC, its agents, employees and representatives agree to fully defend, indemnify, and hold harmless the City and its employees, agents and officials with respect to and from and against any and all claims, demands, causes of action, damages, injuries, fees, expenses, penalties, lawsuits, judgments, and orders, including without limitation, attorneys' fees, which in any way arise out of or related to any acts of omission or commission of or attributed to MPC and/or its agents, employees, or representatives, including, but not limited to, those asserted as negligent, grossly negligent and/or intentional. Only to the extent that the City is authorized by the laws of the State of Mississippi, and without waiving any constitutional, statutory, or common law defenses, immunities, or exemptions from liability, including, but not limited to, those set forth in Miss. Code Ann. Sec 11-46-9(1), as amended, the City agrees to defend, indemnify, and hold harmless MPC with respect to or from and against all claims, demands, causes of action, lawsuits, judgments, and orders arising out of or as a result of negligent acts or omissions of the City.
- VI. **FLOWDOWN PROVISIONS.** The City recognizes that MPC may utilize third-party contractors to perform all, or a portion of the work, and the City consents to such if MPC chooses to do so in MPC's sole discretion. To the extent MPC utilizes third-party contractors, MPC will incorporate into and form a part of its contracts with such third-party contractor(s) this Agreement as if set forth therein in full text, and said contractor(s) will comply with this Agreement, including, but not limited to, the Supplemental Provisions of Exhibit B, referenced in Paragraph XI hereof.
- VII. **RELATIONSHIP OF PARTIES.** It is acknowledged and understood that, in the performance of the special construction identified herein, MPC and its agents, employees and officers act as independent contractors. All persons employed by MPC in the performance of this Agreement shall perform under the control and direction of MPC and shall under no circumstances be considered agents, employees, or officials of the City.
- VIII. **WAIVER.** The failure of any party to enforce at any time, or for a period of time, any provisions hereof shall not be construed to be a waiver of such provision, or of the right thereafter to enforce each and every provision of this Agreement. No waiver to this Agreement by the City or MPC shall be construed as a waiver of any subsequent breach of that term, condition or obligation or of any other term, condition or obligation of this Agreement.
- IX. **SEVERABILITY.** If any word, clause, sentence, paragraph, condition, provision, or term of this Agreement is or hereafter becomes legally unenforceable, the same shall be severed from this agreement, and all remaining provisions of this Agreement shall be

unaffected, and shall be interpreted in accordance with the express written intention of this Agreement.

- X. **APPLICABLE LAW.** This Agreement shall be governed and interpreted in accordance with the laws of the State of Mississippi.
- XI. **SUPPLEMENTAL PROVISIONS.** Exhibit "B" attached hereto and incorporated fully into the Agreement is the "City of Gulfport Federal Construction Contract Provisions." To the extent that the provisions contained in Exhibit "B" are applicable to this project, MPC agrees to fully comply with the identified regulations and requirements.
- XII. **FIBER OPTIC ORDINANCE.** The parties acknowledge and agree that the provisions of the City's Fiber Optic Initiative, Code of Ordinances of the City of Gulfport (March 21, 2019), Ch. 12, Art. III, Sec. 12-21, *et seq.*, do not apply to the Project to be performed hereunder.
- XIII. **ENTIRE AGREEMENT.** This Agreement (including Exhibits "A" and "B") constitutes the entire Agreement between the City and MPC. Any changes or amendments to this Agreement must be in writing, signed by a duly authorized representative of the parties and must clearly express the mutual intent of the parties to amend the Agreement.
- XIV. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, as duly authorized:

City of Gulfport

By: _____

Mayor

Dated: February 5th, 2020

Attest: _____

Clerk

Mississippi Power Company

By: _____

Dated: _____, 2020

2992 West Beach Boulevard
P.O. Box 4079
Gulfport, Mississippi 39502-4079



January 28, 2020

Robert K. Riemann
City of Gulfport Engineering
4050 Hewes Avenue
Gulfport, MS 39507

Kris,

This letter is in response to the City of Gulfport's ("City") request for Mississippi Power Company (MPC) to place certain portions of its electrical facilities along, across, and adjacent to Courthouse Road in Gulfport underground.

The scope of work includes placing existing overhead primary and secondary electrical facilities inside the City's Courthouse Road Right-of-Way (ROW) between S. Railroad Street and U.S. Highway 90 underground. Two overhead structures at the southwest corner of the intersection of Courthouse Road and S. Railroad Street will remain, as well as one overhead structure at the northwest corner of Courthouse Road and U.S. Highway 90. The total cost to the City to complete this work is **\$240,000**. This cost includes the removal of the overhead facilities requested, the installation of underground facilities in their stead, easement acquisition, and necessary line modifications to accommodate the placement of the requested facilities underground.

Attachment A (attached) defines and outlines the work that will be performed by MPC and/or its designee.

The cost provided above is subject to the following conditions:

1. All conduits previously installed by the City (or its representative) will be subject to inspection by MPC, and if necessary brought up to MPC specifications, so that they may be used as part of the project.
2. Existing MPC-owned City streetlights will be eliminated.
3. The overhead electrical crossing of U.S. Highway 90 is not in this scope of work.
4. Any necessary surveying will be provided by the City or its designee.
5. No other entities will be allowed to be present in electrical trenches without prior written approval by MPC.
6. The city will provide concrete equipment pads to MPC specifications where applicable.

2992 West Beach Boulevard
P.O. Box 4079
Gulfport, Mississippi 39502-4079



7. The cost provided above do not include sales tax.
8. City will be required to locate any facilities that are not located through the Mississippi One Call system. This includes water, sewer, and any other customer-owned underground facilities
9. City will be responsible for providing suitable easements for installation, and future operation and maintenance of MPC facilities not within established City and/or road ROW. Cost associated with securing an easement, if required, at the southeast corner of Courthouse Road and 16th Street is included in this scope.
10. Cost associated with securing an easement to maintain electrical service to the existing Methodist Church is included in this scope.
11. Construction cannot begin on the relocation of our facilities until payment for the same has been received by MPC as prescribed in the Special Construction Agreement, and all legal instruments have been completely executed by the appropriate parties.

I look forward to our continued partnership on this project. Please let me know if you have any specific questions and how you would like for us to proceed.

If you are in agreement with the requested work outlined above, please sign and return this document to the attention of Brad Falls.

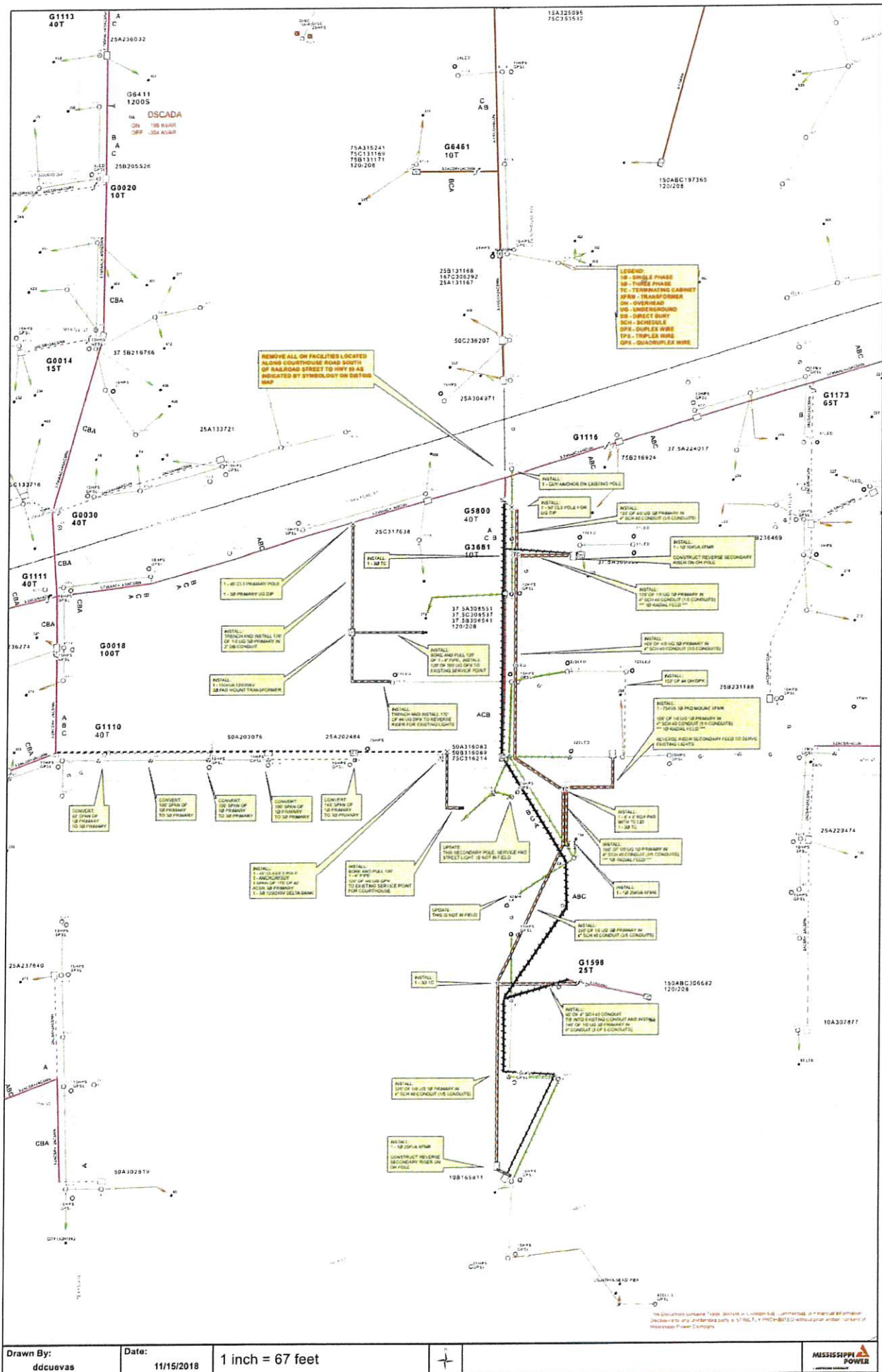
Sincerely,

Mississippi Power Company
Brad Falls
Engineering Supervisor

Date: _____

City of Gulfport
Robert K. Riemann
Director of Engineering

Date 2/5/2020



City of Gulfport

Budget Amendment Request

Fund Name	Capital Projects		Date	05/27/20
Department #	346		Budget Entry #	2020-65
Department Name	Police Department			
	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel	-	-	-	-
Supplies	-	-	-	-
Other Services	-	-	-	-
Capital	5,617,407	20,642,667	402,566	26,662,641
Total	5,617,407	20,642,667	402,566	26,662,641
Revenue 100-456700	980,196	703,023	402,566	2,085,785

The Department of Public Works is requesting to increase the federal funds account for the Courthouse Road Improvements project by a total of \$402,566 per the attached approval letters from the Gulf Regional Planning Commission and approved agreements by the City Council.

Amendment # 2020-65

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Terri Goad, Procurement Specialist

Date: May 18, 2020

Re: Envelopes
Water Department –Utility Billing
Bids Received in Purchasing 5/15/2020

I have reviewed the quotes received on the above referenced item and find Clay's Print Shop to be the lowest and best bid for a total amount of \$12,882.00.

I have issued Purchase Order #210330 accordingly and respectfully request you to spread this across the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.

Envelopes

Water Dept -Utility Billing

Bid Date: May 15, 2020

PO# 210330

Clay's Print Shop	
	Total Price
190,000 #9-24 Envelopes	\$12,882.00
190,000 #10-24 Window Envelopes	
Total Cost	\$12,882.00

Coast Printing Company	
	Total Price
109,000 #9-24 Envelopes	\$13,167.00
190,000 #10-24 Window Envelopes	
Total Cost	\$13,167.00

Competitive Printing	
	Total Price
109,000 #9-24 Envelopes	\$13,832.00
190,000 #10-24 Window Envelopes	
Total Cost	\$13,832.00

Rotary 4 Post Lift / Maintenance Garage

Bids Received 05/12/2020

PO #210308

	QTY	Coastal Automotive Equipment Company Inc.	Union Auto Parts and Service	Rotary Lift Sourcewell
Rotary Model SM14N102Y-BL 4 POST LIFT, 14K LB Capacity, Closed front, 215" Wheelbase, 208/230 Single Phase Power	1	Unit Price \$ 5,950.00	Unit Price \$ 5,695.00	Unit Price \$ 5,783.72
Installation	1	\$ 1,000.00	\$ 1,400.00	\$ 2,575.00
	Totals	\$ 6,950.00	\$ 7,095.00	\$ 8,358.72



Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Terri Goad, Procurement Specialist

Date: May 14, 2020

Re: Rotary BL 4 Post Lift
Maintenance Garage

I have reviewed the quotes received on the above referenced item and find Coastal Automotive Equipment Inc. to be the lowest and best bid for a total amount of \$6,950.00

I have issued Purchase Order #210308 accordingly and respectfully request you to spread this across the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Terri Goad, Procurement Specialist

Date: May 21, 2020

Re: 150 HP & 75 HP Premium Efficiency Vertical Turbine Hollow Shaft
Motors
Public Works Department

I have reviewed the quotes received on the above referenced item and find Lyman Well Company LLC to be the lowest and best bid for a total amount of \$15,200.00.

I have issued Purchase Order #210424 accordingly and respectfully request you to spread this across the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.

150 HP & 75HP Turbine Hollow Shaft Motors

Public Works Department

Bids Received 05/20/2020

PO #210424

	QTY	Lyman Well Company LLC	JH Wright & Associates	Bay Motor Winding Inc.
150 HP Premium Efficiency Vertical Turbine Hollow Shaft Motor		Unit Price	Unit Price	Unit Price
	1	\$ 10,000.00	\$ 10,860.00	\$ 11,745.00
75 HP Premium Efficiency Vertical Turbine	1	\$ 5,200.00	\$ 5,400.00	\$ 5,800.00
	Totals	\$ 15,200.00	\$ 16,260.00	\$ 17,545.00



Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Terri Goad, Procurement Specialist

Date: May 15, 2020

Re: **Power Liner w/6" Bead Dispenser**
Traffic Department

I have reviewed the quotes received on the above referenced item and find Sherwin Williams to be the lowest and best bid for a total amount of \$9,560.00.

I have issued Purchase Order #210318 accordingly and respectfully request you to spread this across the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.

Power Liner w/6" Bead Dispenser

Bids Received 05/13/2020

PO #210318

	QTY	Sherwin Williams	Gleem Paint Center	Sealmaster	Gulf Coast Small Engine Repair
		Unit Price	Unit Price	Unit Price	Unit Price
Power Liner 6955	1	\$ 8,700.00	\$ 9,947.00	\$ 10,790.00	\$ 10,449.00
6" Bead Dispenser	1	\$ 860.00			
	Totals	\$ 9,560.00	\$ 9,947.00	\$ 10,790.00	\$ 10,449.00

SCANNED



John 1st Judicial District
 Instrument 2019 10095 D - J1
 Filed/Recorded 12/ 2/2019 03:30 P
 Total Fees \$ 12.00
 5 Pages Recorded

This Instrument prepared by and to be returned to:

Margaret Murdock, Esq.
 City Attorney's Office
 P.O. Box 1780
 Gulfport, Mississippi 39502
 (228) 868-5811

REVIEWED

UTILITY 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**,

NANCY E. MIZELL
 14300 Beulah Church Road
 Gulfport, MS 39503

(228) 596-0534

do hereby grant, convey, assign, and transfer unto **Grantee**,

CITY OF GULFPORT, MISSISSIPPI

A Mississippi Municipal Corporation
 2309 15th Street
 Gulfport, Mississippi 39501
 Telephone (228) 868-5811

a perpetual easement for construction, installation, operation and maintenance of a municipal utility system over, across, and under the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

See Exhibit "A" and Exhibit "B" attached.

Grantor further grants unto the City of Gulfport and its employees and contractors a Right of Entry on Grantor's remaining and adjacent property for the purpose of construction and maintenance of said municipal utility system. Any damage caused to Grantor's remaining and adjacent property as a direct result of the City's use of the Right of Entry will be repaired, as reasonably possible, to pre-damage condition.

INDEXING INSTRUCTIONS:

SW ¼ of the NW ¼ of Section 26, Township 6 South, Range
11 West, City of Gulfport, First Judicial District of Harrison
County, Mississippi

WITNESS OUR SIGNATURES on this the 26th day of NOVEMBER, 2019.

Nancy E. Mizell
NANCY E. MIZELL

**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 26th day of NOVEMBER, 2019, NANCY E. MIZELL, 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)



Exhibit "A"

A UTILITY EASEMENT SITUATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 6 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

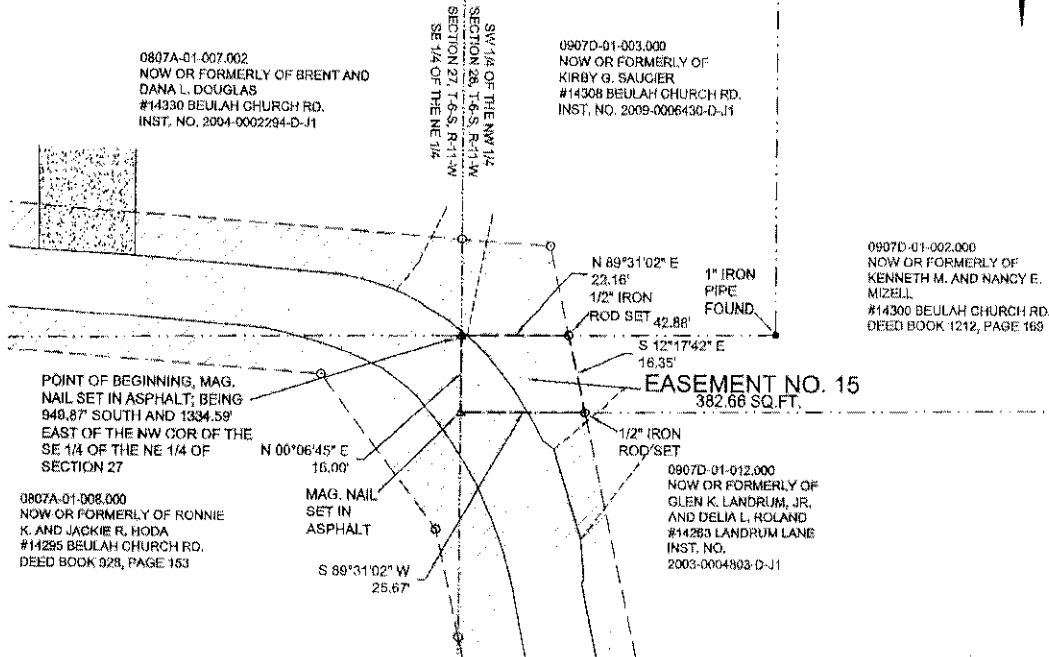
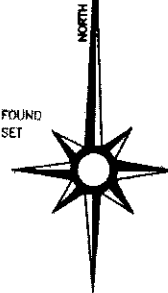
COMMENCING AT A FENCE CORNER POST AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 11 WEST, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, SAID POINT HAVING THE FOLLOWING STATE PLANE COORDINATES (MS EAST/NAD83), NORTH 362507.598, EAST 908404.327; THENCE SOUTH 949.87'; THENCE EAST 1334.59' TO A MAG. NAIL SET IN ASPHALT AT THE POINT OF BEGINNING, BEING THE NORTHWEST CORNER OF THAT PROPERTY DESCRIBED IN DEED BOOK 1212 ON PAGE 169, LYING ON THE WEST LINE OF SAID SECTION 26; THENCE ALONG THE NORTH LINE OF SAID PROPERTY, N89°31'02"E 22.16' TO AN IRON ROD SET; THENCE S12°17'42"E 16.35' TO AN IRON ROD SET ON THE SOUTH LINE OF SAID PROPERTY; THENCE ALONG SAID SOUTH LINE, S89°31'02"W 25.67' TO A MAG. NAIL SET IN ASPHALT AT THE SOUTHWEST CORNER OF SAID PROPERTY; THENCE ALONG THE WEST LINE OF SAID PROPERTY AND THE WEST LINE OF SECTION 26, N00°06'45"E 16.00' TO THE POINT OF BEGINNING, CONTAINING 382.66 SQUARE FEET. HEREIN DESCRIBED BEARINGS ARE BASED ON STATE PLANE GRID NORTH.

NOTES:

- 1.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY COMBINATION OF GPS STATIC OBSERVATION AND EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPC (2301 MS E).
- 2.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING @ 1-800-227-6477.

LEGEND:

- ☒ --- IRON ROD FOUND
- --- IRON PIPE FOUND
- --- IRON ROD SET
- ✕ --- SPIKE FOUND
- △ --- SPIKE SET
- ☒ --- CONCRETE MONUMENT FOUND
- ☒ --- CONCRETE MONUMENT SET
- ☒ --- LIGHTARD KNOT FOUND
- (M) --- AS MEASURED
- (R) --- AS PER RECORD
- APP --- AS PER PLAT
- IRF --- IRON ROD FOUND
- IRS --- IRON ROD SET



DESCRIPTION FOR EASEMENT NO. 15:

A UTILITY EASEMENT SITUATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 6 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

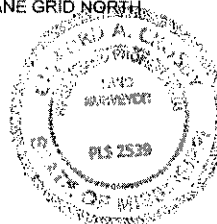
COMMENCING AT A FENCE CORNER POST AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 11 WEST, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, SAID POINT HAVING THE FOLLOWING STATE PLANE COORDINATES (MS EAST/NAD83), NORTH 362507.598, EAST 908404.327; THENCE SOUTH 949.87'; THENCE EAST 1334.59' TO A MAG. NAIL SET IN ASPHALT AT THE POINT OF BEGINNING, BEING THE NORTHWEST CORNER OF THAT PROPERTY DESCRIBED IN DEED BOOK 1212 ON PAGE 169, LYING ON THE WEST LINE OF SAID SECTION 26; THENCE ALONG THE NORTH LINE OF SAID PROPERTY, N89°31'02"E 22.16' TO AN IRON ROD SET; THENCE S12°17'42"E 16.35' TO AN IRON ROD SET ON THE SOUTH LINE OF SAID PROPERTY; THENCE ALONG SAID SOUTH LINE, S89°31'02"W 25.67' TO A MAG. NAIL SET IN ASPHALT AT THE SOUTHWEST CORNER OF SAID PROPERTY; THENCE ALONG THE WEST LINE OF SAID PROPERTY AND THE WEST LINE OF SECTION 26, N00°06'45"E 16.00' TO THE POINT OF BEGINNING, CONTAINING 382.66 SQUARE FEET. HEREIN DESCRIBED BEARINGS ARE BASED ON STATE PLANE GRID NORTH.

THIS IS TO CERTIFY THAT I HAVE MADE A SURVEY OF THE PROPERTY SHOWN HEREON AND THAT ALL DIMENSIONS AND OTHER DATA SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CLIFFORD A. CROSBY, P.L.S.

DATE

11/14/2016



REFERENCE MATERIALS:

- 1.) DEEDS SHOWN ON THIS PLAT
- 2.) GULFPORT ONLINE ATLAS
- 3.) HARRISON COUNTY TAX MAPS

SURVEY CLASS - "B"
SCALE: 1" = 30'

FOR:
PICKERING FIRM

BEARINGS SHOWN HEREON ARE DERIVED BY:
GPS OBSERVATION, STATE PLANE GRID, MS EAST



CROSBY SURVEYING

PROFESSIONAL LAND SURVEYING

716 LIVE OAK DRIVE
BILOXI, MISSISSIPPI 39532
PHONE: 228-234-1649

EMAIL: cliffordacrosby@cableone.net

DATES OF FIELD WORK: 1/28-

PARTY CHIEF: TM

INSTRUMENT MAN: PE

RODMAN: TM

DRAWN BY: CAC

DRAWING NUMBER: 16026 EASEMENT NO. 15

REVISED:

EXHIBIT

B

**MISSISSIPPI STATE DEPARTMENT OF HEALTH
VITAL RECORDS**



12378113

FILING DATE **DEC 13 2016**

**CERTIFICATE OF DEATH
STATE OF MISSISSIPPI**

STATE FILE NUMBER **123-2016-077803**

1. DECEDENT'S LEGAL NAME (First, Middle, Last) Kenneth Michael Mizell		2. SEX MALE	3a. HOUR OF DEATH 06:40 A.	3b. DATE OF DEATH (Month, Day, Year) DECEMBER 3, 2016
4. RACE (Check one or more races to indicate what the decedent considered himself or herself to be) ☒ White ☐ Black or African American ☐ Chinese ☐ Filipino ☐ Japanese ☐ Korean ☐ Vietnamese ☐ Native Hawaiian ☐ Samoan ☐ Asian Indian ☐ Guamanian or Chamorro ☐ Other Asian (Specify) _____ ☐ American Indian or Alaska Native (Name of the enrolled tribe or principal tribe) _____ ☐ Other (Specify) _____				
5a. AGE AT LAST BIRTHDAY 66 Years	5b. ONLY IF UNDER 1 YEAR Mo. 06 Days 12	5c. ONLY IF UNDER 1 DAY HOURS 06 MINS 40	5. DATE OF BIRTH (Month, Day, Year) March 27, 1950	
6. PLACE OF DEATH (Check only one box) ☒ Inpatient ☐ ER/Outpatient ☐ OOA ☐ Hospice facility ☐ Nursing home/Long term care facility ☐ Decedent's home ☐ Other (Specify) _____		7. BIRTH PLACE (State or Foreign Country) Mississippi		
9a. FACILITY NAME (If not a facility, give street address, route number, or other location) ST JOSEPH HOSPICE THE CARPENTER HOUSE		9b. CITY, TOWN OR LOCATION OF DEATH GULFPORT		9c. ZIP CODE 39501
10. DECEDENT'S EDUCATION - Check the box that best describes the highest degree or level of school completed at time of death. ☐ 8th grade or less ☐ 9th-12th grade, no diploma ☒ High school graduate or GED completed ☐ Some college, no degree ☐ Associate degree (e.g., AA, AS) ☐ Bachelor's degree (e.g., BA, AB, BS) ☐ Master's degree (e.g., MA, MS, MEd, MEd, MSW, MBA) ☐ Doctorate (e.g., PhD, EdD) or Professional degree (e.g., MD, DDS, DVM, LLB, JD) ☐ Unknown				
11. MARITAL STATUS AT TIME OF DEATH ☒ Married ☐ Married, but separated ☐ Widowed ☐ Divorced ☐ Never married ☐ Unknown		12. SURVIVING SPOUSE (If wife, give maiden name) Nancy Bodisch		13. WAS DECEASED EVER IN U.S. ARMED FORCES (Yes or No) Yes
14. DECEDENT OF HISPANIC ORIGIN? Check the box that best describes whether the decedent is Spanish/Hispanic/Latino. Check the "No" box if decedent is not Spanish/Hispanic/Latino. ☒ No, not Spanish/Hispanic/Latino ☐ Yes, Mexican, Mexican American, Chicano ☐ Yes, Puerto Rican ☐ Yes, Cuban ☐ Yes, other Spanish/Hispanic/Latino (Specify) _____				
15. SOCIAL SECURITY NUMBER 587-14-4962		16a. USUAL OCCUPATION (Kind of work done most of working life) Postal Worker		16b. KIND OF BUSINESS OR INDUSTRY Postal Service
17a. RESIDENCE - STATE MS	17b. COUNTY Harrison	17c. CITY OR TOWN Gulfport	17d. ZIP CODE 39503	17e. STREET AND NUMBER OR RURAL LOCATION (If rural, give section number) 14300 Beulah Church Road
18. FATHER'S NAME (First, Middle, Last) Kenneth Rudolph Mizell		19. MOTHER'S NAME PRIOR TO FIRST MARRIAGE (First, Middle, Last) Faye Foil		
20a. INFORMANT - NAME (Type or print) Nancy Mizell		20b. RELATIONSHIP TO DECEDENT Spouse		20c. MAILING ADDRESS (Street and number, City or town, State, ZIP Code) 14300 Beulah Church Rd/Gulfport MS 39503
21a. DISPOSITION OF BODY (Specify: Burial, Cremation, Reposal, etc.) Burial		21b. CEMETERY/CREMATORY - NAME National Cemetery Biloxi MS		21c. LOCATION (City and State) Biloxi MS
22a. FUNERAL HOME (Who first assumed custody of body) Riemann Funeral Home 24R		22b. FUNERAL HOME LICENSE NUMBER FE0603		22c. FUNERAL DIRECTOR - SIGNATURE AND LICENSE NUMBER David Riemann FD#97
22d. MAILING ADDRESS (Street and number, City or town, State, ZIP Code) P.O. Box #2188, Gulfport, MS 39505		22e. MAILING ADDRESS (Street and number, City or town, State, ZIP Code)		
23a. PERSON WHO PRONOUNCED DEATH - NAME AND TITLE (Type or print) STEPHANIE LEDLOW, R.N.		23b. PRONOUNCED DEAD (Month, Day, Year) ON DECEMBER 3, 2016		23c. PRONOUNCED DEAD (Time) AT 06:40 A.M.
24a. NAME OF CERTIFYING PHYSICIAN OR CORONER (Type or print) GARY T. HARGROVE		24b. MAILING ADDRESS (Street and number, City or town, State, ZIP Code) P.O. BOX 4036, GULFPORT, MS 39502		
25a. SIGNATURE <i>[Signature]</i>		25b. TITLE HARRISON COUNTY CORONER		
25c. DATE SIGNED (Month, Day, Year) DECEMBER 5, 2016		25d. DATE SIGNED (Month, Day, Year) DECEMBER 5, 2016		
26. CAUSE OF DEATH PART I - Enter the chain of events - diseases, injuries, or complications - that directly caused the death. DO NOT omit significant events such as cardiac arrest, shock, or heart failure without showing the etiology. List only one cause on each line. DO NOT USE ABBREVIATIONS.				
IMMEDIATE CAUSE (final disease or condition resulting in death) (a) CHRONIC OBSTRUCTIVE PULMONARY DISEASE				
(b) DUE TO, OR AS A CONSEQUENCE OF (Enter one cause only):				
(c) DUE TO, OR AS A CONSEQUENCE OF (Enter one cause only):				
(d) DUE TO, OR AS A CONSEQUENCE OF (Enter one cause only):				
27. PART II: OTHER SIGNIFICANT CONDITIONS - Conditions contributing to death but not resulting in the underlying cause given in PART I.				
28a. AUTOPSY (Yes or No) NO		28b. AUTOPSY FINDINGS AVAILABLE TO COMPLETE CAUSE OF DEATH? (Yes or No) NO		29. WAS CASE REFERRED TO MEDICAL EXAMINER? (Yes or No) YES
30. DID TOBACCO USE CONTRIBUTE TO DEATH? ☐ Yes ☐ Probably ☒ No ☐ Unknown		31. IF FEMALE, ☐ NOT pregnant within the past year ☐ PREGNANT at time of death ☐ Not pregnant, BUT PREGNANT WITHIN 42 DAYS OF DEATH ☐ Not pregnant, BUT PREGNANT 43 DAYS TO 1 YEAR BEFORE DEATH ☐ Unknown if pregnant within the past year		
32a. ACCIDENT, SUICIDE, HOMICIDE, PENDING INVESTIGATION, OR UNDETERMINED (Specify) ☐ Driver/Operator ☐ Passenger ☐ Pedestrian ☐ Other (Specify) _____		32b. DATE OF INJURY (Month, Day, Year)	32c. TIME OF INJURY	32d. DESCRIBE HOW OR BY WHAT MEANS INJURY OCCURRED
32e. INJURY AT WORK? (Yes or No)		32f. PLACE OF INJURY (Specify Home, Farm, Street, Factory, Office building, etc.)	32g. LOCATION (Street or route number)	32h. CITY OR TOWN
32i. STATE		32j. ZIP CODE		

Mississippi State Department of Health

Revised 01/2012

Form 311

THIS IS TO CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE CERTIFICATE ON FILE IN THIS OFFICE

12/21/2016

Judy Moulder
STATE REGISTRAR

WARNING: A REPRODUCTION OF THIS DOCUMENT RENDERS IT VOID AND INVALID. DO NOT ACCEPT UNLESS EMBOSSED SEAL OF THE MISSISSIPPI STATE BOARD OF HEALTH IS PRESENT. IT IS ILLEGAL TO ALTER OR COUNTERFEIT THIS DOCUMENT.

VERIFY PRESENCE OF WATERMARK HOLD TO LIGHT TO VIEW

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER. THIS IS WATERMARKED PAPER. DO NOT ACCEPT WITHOUT FIRST HOLDING TO LIGHT TO VERIFY WATERMARK.

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

SCANNED



J. H. H. H. 1st Judicial District
 Instrument 2019 3852 D -J1
 Filed/Recorded 6/ 7/2019 02:55 P
 Total Fees \$ 12.00
 4 Pages Recorded

This Instrument prepared by and to be returned to:

Margaret Murdock, Esq.
 City Attorney's Office
 P.O. Box 1780
 Gulfport, Mississippi 39502
 (228) 868-5811

REVIEWED

UTILITY AND DRAINAGE EASEMENT

FOR AND IN CONSIDERATION of the sum of ONE and NO/100 Dollars (\$1.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned **Grantors**,

VAN and DELIA L. ROLAND
 14263 Beulah Church Road
 Gulfport, MS 39503
 Telephone (228) 539-1466

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

✓

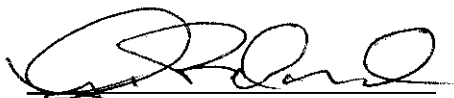
a perpetual easement for construction, installation, operation, repair and maintenance of a utility and drainage system over, across, and under the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

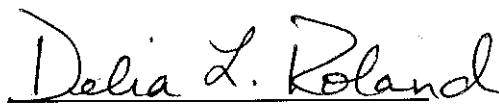
See Exhibit "A" and "Exhibit B" attached.

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: SE ¼ of the NE ¼ of Section 27,
Township 6 South, Range 11 West
City of Gulfport, First Judicial District
Harrison County, Mississippi

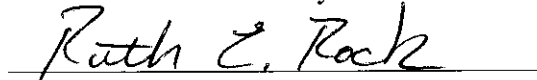
WITNESS OUR SIGNATURES on this the 7th day of JUNE, 2019.


VAN ROLAND


DELIA L. ROLAND

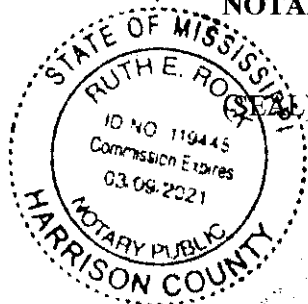
**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 7th day of JUNE, 2019, VAN ROLAND, who acknowledged to me that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed.


NOTARY PUBLIC

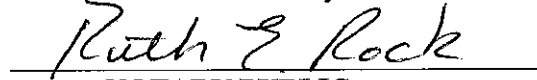
My Commission Expires:

3/9/2021



**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 7th day of JUNE, 2019, DELIA L. ROLAND, who acknowledged to me that she signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as her free and voluntary act and deed.


NOTARY PUBLIC

My Commission Expires:

3/9/2021

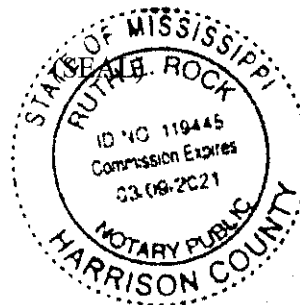


Exhibit "A"

Utility and Drainage Easement

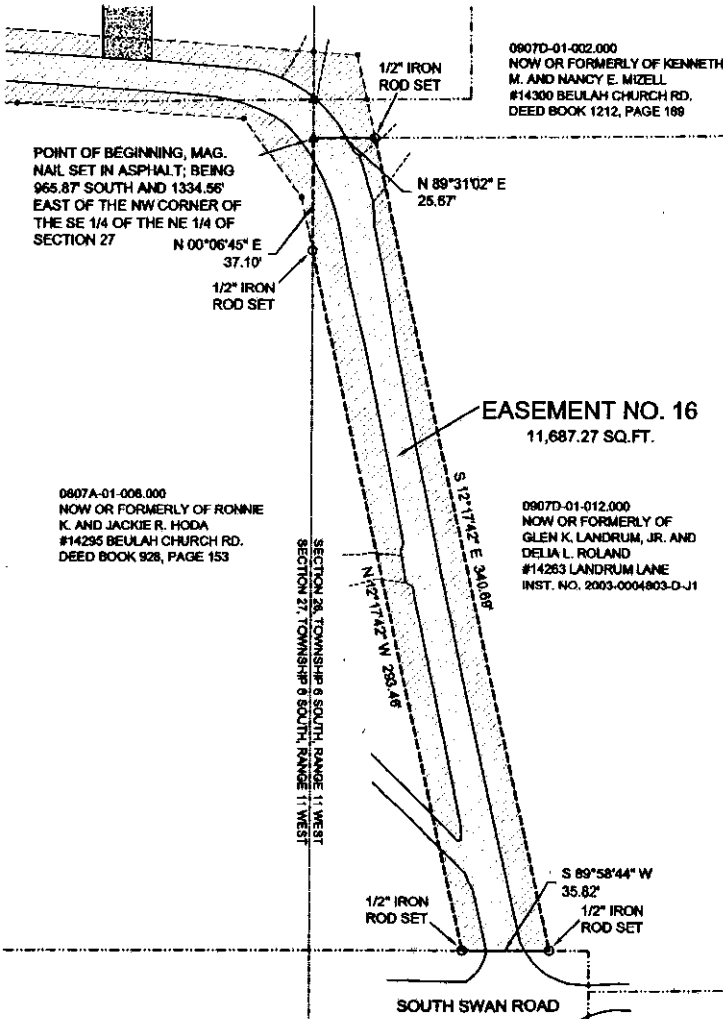
A UTILITY AND DRAINAGE EASEMENT SITUATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 6 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FENCE CORNER POST AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 11 WEST, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, SAID POINT HAVING THE FOLLOWING STATE PLANE COORDINATES (MS EAST/NAD83), NORTH 362507.598, EAST 908404.327; THENCE SOUTH 965.87'; THENCE EAST 1334.56' TO A MAG. NAIL SET IN ASPHALT AT THE POINT OF BEGINNING, BEING THE NORTHWEST CORNER OF THAT PROPERTY DESCRIBED IN INSTRUMENT NO. 2003-0004803-D-J1, LYING ON THE WEST LINE OF SAID SECTION 26; THENCE ALONG THE NORTH LINE OF SAID PROPERTY, N89°31'02"E 25.67' TO AN IRON ROD SET; THENCE S12°17'42"E 340.69' TO AN IRON ROD SET ON THE NORTH MARGIN OF SOUTH SWAN ROAD; THENCE ALONG SAID NORTH MARGIN, S89°58'44"W 35.82' TO AN IRON ROD SET; THENCE N12°17'42"W 293.46' TO AN IRON ROD SET ON THE WEST LINE OF SAID PROPERTY AND THE WEST LINE OF SECTION 26; THENCE ALONG THE WEST LINE OF SAID PROPERTY AND THE WEST LINE OF SECTION 26, N00°06'45"E 37.10' TO THE POINT OF BEGINNING, CONTAINING 11,687.27 SQUARE FEET. HEREIN DESCRIBED BEARINGS ARE BASED ON STATE PLANE GRID NORTH.

NOTES:

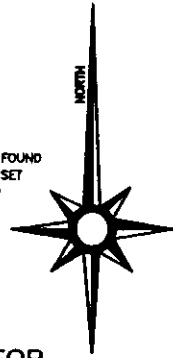
1.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY COMBINATION OF GPS STATIC OBSERVATION AND EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPC (2301 MS E).
2.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING @ 1-800-227-6477.

0 60 120 180



LEGEND:

- ⊗ -- IRON ROD FOUND
- -- IRON PIPE FOUND
- -- IRON ROD SET
- ✕ -- SPIKE FOUND
- △ -- SPIKE SET
- ⊠ -- CONCRETE MONUMENT FOUND
- -- CONCRETE MONUMENT SET
- ⊞ -- LIGHTARD KNOT FOUND
- (M) -- AS MEASURED
- (R) -- AS PER RECORD
- APP -- AS PER PLAT
- IRF -- IRON ROD FOUND
- IRS -- IRON ROD SET



DESCRIPTION FOR EASEMENT NO. 16:

A UTILITY EASEMENT SITUATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 6 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FENCE CORNER POST AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 11 WEST, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, SAID POINT HAVING THE FOLLOWING STATE PLANE COORDINATES (MS EAST/NAD83), NORTH 362507.598, EAST 908404.327; THENCE SOUTH 965.87'; THENCE EAST 1334.56' TO A MAG. NAIL SET IN ASPHALT AT THE POINT OF BEGINNING, BEING THE NORTHWEST CORNER OF THAT PROPERTY DESCRIBED IN INSTRUMENT NO. 2003-0004803-D-J1, LYING ON THE WEST LINE OF SAID SECTION 26; THENCE ALONG THE NORTH LINE OF SAID PROPERTY, N89°31'02"E 25.67' TO AN IRON ROD SET; THENCE S12°17'42"E 340.69' TO AN IRON ROD SET ON THE NORTH MARGIN OF SOUTH SWAN ROAD; THENCE ALONG SAID NORTH MARGIN, S89°58'44"W 35.82' TO AN IRON ROD SET; THENCE N12°17'42"W 293.46' TO AN IRON ROD SET ON THE WEST LINE OF SAID PROPERTY AND THE WEST LINE OF SECTION 26; THENCE ALONG THE WEST LINE OF SAID PROPERTY AND THE WEST LINE OF SECTION 26, N00°06'45"E 37.10' TO THE POINT OF BEGINNING, CONTAINING 11,687.27 SQUARE FEET. HEREIN DESCRIBED BEARINGS ARE BASED ON STATE PLANE GRID NORTH.

THIS IS TO CERTIFY THAT I HAVE MADE A SURVEY OF THE PROPERTY SHOWN HEREON AND THAT ALL DIMENSIONS AND OTHER DATA SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CLIFFORD A. CROSBY, P.L.S.

DATE

11/14/2016



REFERENCE MATERIALS:

- 1.) DEEDS SHOWN ON THIS PLAT
- 2.) GULFPORT ONLINE ATLAS
- 3.) HARRISON COUNTY TAX MAPS

SURVEY CLASS - "B"

SCALE: 1" = 60'

FOR:

PICKERING FIRM

BEARINGS SHOWN HEREON ARE DERIVED BY:

GPS OBSERVATION, STATE PLANE GRID, MS EAST

DATES OF FIELD WORK: 1/28-11/11/2016

PARTY CHIEF: TM

INSTRUMENT MAN: PE

RODMAN: TM

DRAWN BY: CAC

DRAWING NUMBER: 16026 EASEMENT NO. 16

REVISED:



CROSBY SURVEYING

PROFESSIONAL LAND SURVEYING

716 LIVE OAK DRIVE

BILOXI, MISSISSIPPI 39532

PHONE: 228-234-1649

EMAIL: cliffordcrosby@cableone.net

EXHIBIT
B

SCANNED



[Signature] 1st Judicial District
 Instrument 2019 4736 D - J1
 Filed/Recorded 7/ 1/2019 01:56 P
 Total Fees \$ 12.00
 4 Pages Recorded

This Instrument prepared by and to be returned to:

Margaret Murdock, Esq.
 City Attorney's Office
 P.O. Box 1780
 Gulfport, Mississippi 39502
 (228) 868-5811

REVIEWED

UTILITY 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**,

KIRBY G. SAUCIER
 14330 Beulah Church Road
 Gulfport, MS 39503
 Telephone (228) 234-3395

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: SE ¼ of the NE ¼ of Section 27,
Township 6 South, Range 11 West
City of Gulfport, First Judicial District
Harrison County, Mississippi

WITNESS OUR SIGNATURES on this the 28th day of JUNE, 2019.

Kirby G. Saucier
KIRBY G. SAUCIER

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 28th day of JUNE, 2019, KIRBY G. SAUCIER, who acknowledged to me that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed.

Ruth E. Rock
NOTARY PUBLIC

My Commission Expires:

3/9/2021

(SEAL)



Exhibit "A"

Utility and Drainage Easement

A UTILITY AND DRAINAGE EASEMENT SITUATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 6 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FENCE CORNER POST AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 11 WEST, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, SAID POINT HAVING THE FOLLOWING STATE PLANE COORDINATES (MS EAST/NAD83), NORTH 362507.598, EAST 908404.327; THENCE SOUTH 949.87'; THENCE EAST 1334.59' TO A MAG. NAIL SET IN ASPHALT AT THE POINT OF BEGINNING, BEING THE SOUTHWEST CORNER OF THAT PROPERTY DESCRIBED IN INSTRUMENT NO. 2009-0006430-D-J1; THENCE ALONG THE WEST LINE OF SAID PROPERTY AND SAID SECTION 26, N00°03'16"W 19.64' TO AN IRON ROD SET; THENCE S85°50'42"E 18.27' TO AN IRON ROD SET; THENCE S12°17'42"E 18.56' TO AN IRON ROD SET ON THE SOUTH LINE OF SAID PROPERTY; THENCE ALONG SAID SOUTH LINE, S89°31'02"W 22.16' TO THE POINT OF BEGINNING, CONTAINING 380.27 SQUARE FEET. HEREIN DESCRIBED BEARINGS ARE BASED ON STATE PLANE GRID NORTH.

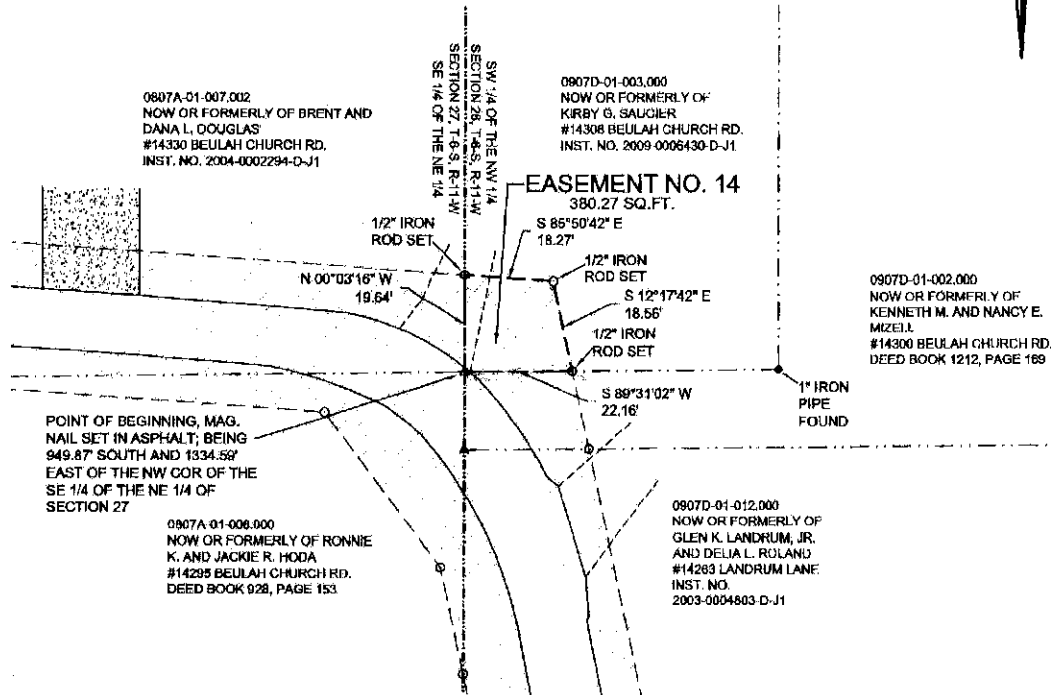
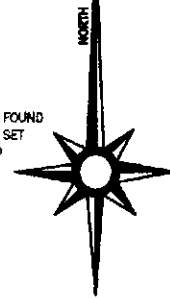
NOTES:

- 1.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY COMBINATION OF GPS STATIC OBSERVATION AND EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPC (2301 MS E).
- 2.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING @ 1-800-227-6477.



LEGEND:

- IRON ROD FOUND
- IRON PIPE FOUND
- IRON ROD SET
- △ SPIKE FOUND
- △ SPIKE SET
- ⊠ CONCRETE MONUMENT FOUND
- ⊠ CONCRETE MONUMENT SET
- ⊠ LIGHTARD KNOT FOUND
- (M) AS MEASURED
- (R) AS PER RECORD
- APP AS PER PLAT
- IRF IRON ROD FOUND
- IRS IRON ROD SET



DESCRIPTION FOR EASEMENT NO. 14:

A UTILITY EASEMENT SITUATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 6 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FENCE CORNER POST AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 11 WEST, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, SAID POINT HAVING THE FOLLOWING STATE PLANE COORDINATES (MS EAST/NAD83), NORTH 362507.598, EAST 908404.327; THENCE SOUTH 949.87'; THENCE EAST 1334.58' TO A MAG. NAIL SET IN ASPHALT AT THE POINT OF BEGINNING, BEING THE SOUTHWEST CORNER OF THAT PROPERTY DESCRIBED IN INSTRUMENT NO. 2009-0006430-D-J1; THENCE ALONG THE WEST LINE OF SAID PROPERTY AND SAID SECTION 26, N00°03'16\"W 19.64' TO AN IRON ROD SET; THENCE S85°50'42\"E 18.27' TO AN IRON ROD SET; THENCE S12°17'42\"E 18.56' TO AN IRON ROD SET ON THE SOUTH LINE OF SAID PROPERTY; THENCE ALONG SAID SOUTH LINE, S89°31'02\"W 22.16' TO THE POINT OF BEGINNING, CONTAINING 380.27 SQUARE FEET. HEREIN DESCRIBED BEARINGS ARE BASED ON STATE PLANE GRID NORTH.

THIS IS TO CERTIFY THAT I HAVE MADE A SURVEY OF THE PROPERTY SHOWN HEREON AND THAT ALL DIMENSIONS AND OTHER DATA SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CLIFFORD A. CROSBY, P.L.S.

DATE

11/14/2016



REFERENCE MATERIALS:

- 1.) DEEDS SHOWN ON THIS PLAT
- 2.) GULFPORT ONLINE ATLAS
- 3.) HARRISON COUNTY TAX MAPS

SURVEY CLASS -- "B"
SCALE: 1" = 30'

FOR:
PICKERING FIRM

BEARINGS SHOWN HEREON ARE DERIVED BY:
GPS OBSERVATION, STATE PLANE GRID, MS EAST



CROSBY SURVEYING

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

EMAIL: cliffordcrosby@cableone.net

DATES OF FIELD WORK: 1/28-11/11/2016

PARTY CHIEF: TM

INSTRUMENT MAN: PE

RODMAN: TM

DRAWN BY: CAC

DRAWING NUMBER: 16026 EASEMENT NO. 14

REVISED:

EXHIBIT
B

SCANNED



J. K. ... 1st Judicial District
Instrument 2019 3889 D - J1
Filed/Recorded 6/10/2019 10:50 A
Total Fees \$ 12.00
4 Pages Recorded

This Instrument prepared by and to be returned to:

Margaret Murdock, MSB No. 9824
City of Gulfport
Post Office Box 1780
Gulfport, Mississippi 39502-1780
(228) 868-5811

INDEX: 27-6-11

REVIEWED

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR and NO/100 (\$1.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, **Grantor,**

JOE C. CULPEPPER
14333 Beulah Church Road
Gulfport, MS 39503
Telephone: (228) 861 9457

does hereby sell, convey and warrant unto **Grantee**, for Right of Way purposes, ✓

CITY OF GULFPORT, MISSISSIPPI

A Mississippi Municipal Corporation
Post Office Box 1780
Gulfport, Mississippi 39502-1780
Telephone (228) 868-5811

the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, to-wit:

See Exhibits "A" and "B" attached.

INDEXING INSTRUCTIONS: SE ¼ of the NE ¼ of Section 27,
Township 6 South, Range 11 West
City of Gulfport, First Judicial District
Harrison County, Mississippi

This conveyance is less and except any and all recorded oil, gas or other mineral rights granted, reserved or excepted by former owners, and is subject to any and all recorded restrictions or covenants and any and all presently existing or recorded easements or rights-of-way affecting said property.

Grantor shall be responsible for ad valorem taxes for the current year and prior years, and Grantee shall assume tax responsibility of the identified portion of the property as a tax exempt municipal government owner for all future years.

WITNESS MY SIGNATURE on this the 6th day of JUNE,
2019.



JOE C. CULPEPPER

**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 6th day of JUNE, 2019, JOE C. CULPEPPER, who acknowledged to me that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed.



NOTARY PUBLIC

My Commission Expires:

3/9/2021

(SEAL)

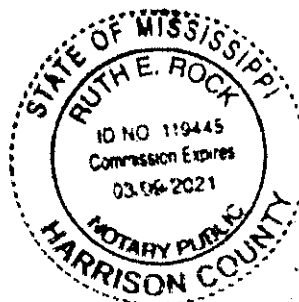


Exhibit "A"

A RIGHT OF WAY SITUATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 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:

COMMENCING AT A FENCE CORNER POST AT THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, SAID POINT HAVING THE FOLLOWING STATE PLANE COORDINATES (MS EAST/NAD83), NORTH 362507.598, EAST 908404.327; THENCE SOUTH 942.83'; THENCE EAST 961.13' TO AN IRON ROD SET AT THE POINT OF BEGINNING, LYING ON THE WEST LINE OF THAT PROPERTY DESCRIBED IN INSTRUMENT NO. 2012-0000302-D-J1; THENCE ALONG SAID WEST LINE, N00°02'13"E 24.28' TO A MAG. NAIL SET IN ASPHALT AT THE NORTHWEST CORNER OF SAID PROPERTY; THENCE ALONG THE NORTH LINE OF SAID PROPERTY, S86°00'15"E 103.94' TO A MAG. NAIL SET IN ASPHALT AT THE NORTHEAST CORNER OF SAID PROPERTY; THENCE ALONG THE EAST LINE OF SAID PROPERTY, S00°05'15"E 25.49' TO AN IRON ROD SET; THENCE N85°52'35"W 80.50' TO AN IRON ROD SET; THENCE N83°30'40"W 23.60' TO THE POINT OF BEGINNING, CONTAINING 2,619.73 SQUARE FEET. HEREIN DESCRIBED BEARINGS ARE BASED ON STATE PLANE GRID NORTH.

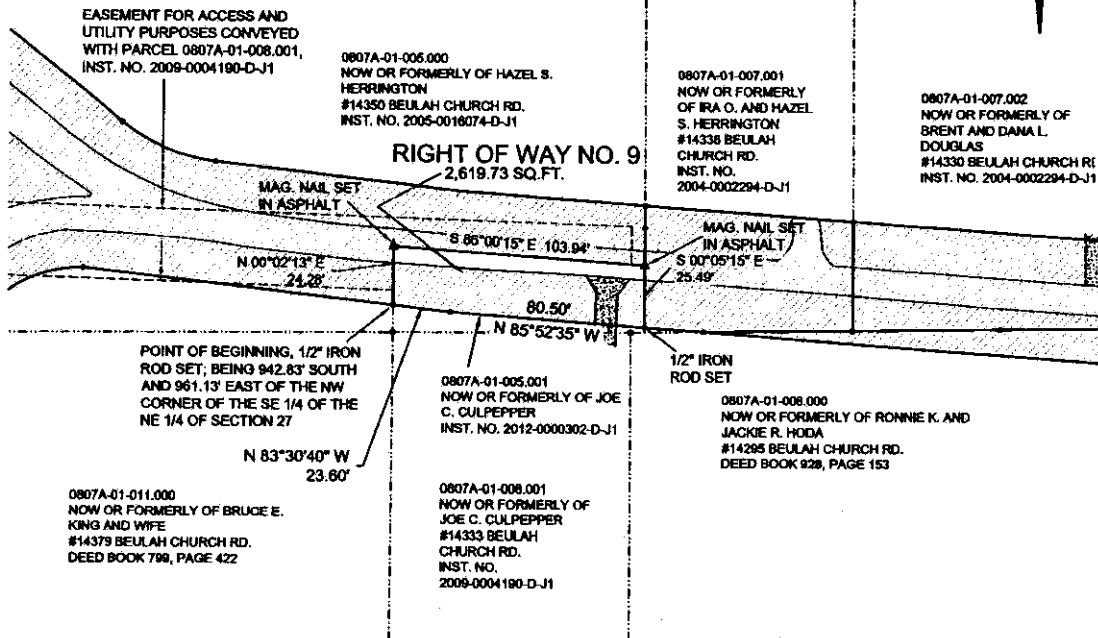
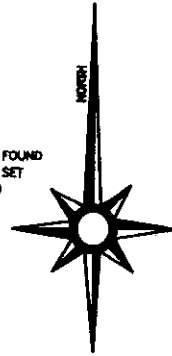
NOTES:

- 1.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY COMBINATION OF GPS STATIC OBSERVATION AND EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPC (2301 MS E).
- 2.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING @ 1-800-227-8477.



LEGEND:

- IRON ROD FOUND
- IRON PIPE FOUND
- IRON ROD SET
- SPIKE FOUND
- SPIKE SET
- CONCRETE MONUMENT FOUND
- CONCRETE MONUMENT SET
- LIGHTARD KNOT FOUND
- (M) --- AS MEASURED
- (R) --- AS PER RECORD
- APP --- AS PER PLAT
- IRF --- IRON ROD FOUND
- IRS --- IRON ROD SET



DESCRIPTION FOR RIGHT OF WAY NO. 9:

A RIGHT OF WAY SITUATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 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:

COMMENCING AT A FENCE CORNER POST AT THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, SAID POINT HAVING THE FOLLOWING STATE PLANE COORDINATES (MS EAST/NAD83), NORTH 362507.598, EAST 908404.327; THENCE SOUTH 942.83'; THENCE EAST 961.13' TO AN IRON ROD SET AT THE POINT OF BEGINNING, LYING ON THE WEST LINE OF THAT PROPERTY DESCRIBED IN INSTRUMENT NO. 2012-0000302-D-J1; THENCE ALONG SAID WEST LINE, N00°02'13"E 24.28' TO A MAG. NAIL SET IN ASPHALT AT THE NORTHWEST CORNER OF SAID PROPERTY; THENCE ALONG THE NORTH LINE OF SAID PROPERTY, S86°00'15"E 103.94' TO A MAG. NAIL SET IN ASPHALT AT THE NORTHEAST CORNER OF SAID PROPERTY; THENCE ALONG THE EAST LINE OF SAID PROPERTY, S00°05'15"E 25.49' TO AN IRON ROD SET; THENCE N85°52'35"W 80.50' TO AN IRON ROD SET; THENCE N83°30'40"W 23.60' TO THE POINT OF BEGINNING, CONTAINING 2,619.73 SQUARE FEET. HEREIN DESCRIBED BEARINGS ARE BASED ON STATE PLANE GRID NORTH.

THIS IS TO CERTIFY THAT I HAVE MADE A SURVEY OF THE PROPERTY SHOWN HEREON AND THAT ALL DIMENSIONS AND OTHER DATA SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CLIFFORD A. CROSBY, P.L.S.

DATE

6/19/2017



REFERENCE MATERIALS:

- 1.) DEEDS SHOWN ON THIS PLAT
- 2.) GULFPORT ONLINE ATLAS
- 3.) HARRISON COUNTY TAX MAPS

SURVEY CLASS - "B"

SCALE: 1" = 60'

FOR:

PICKERING FIRM

BEARINGS SHOWN HEREON ARE DERIVED BY:

GPS OBSERVATION, STATE PLANE GRID, MS EAST



CROSBY SURVEYING

PROFESSIONAL LAND SURVEYING

716 LIVE OAK DRIVE

BILOXI, MISSISSIPPI 39532

PHONE: 228-234-1649

EMAIL: cliffordcrosby@cableone.net

DATES OF FIELD WORK: 1/25-11/11/2016

PARTY CHIEF: PE

INSTRUMENT MAN: BM

RODMAN: PE

DRAWN BY: CAC

DRAWING NUMBER: 16026 RIGHT OF WAY 9

REVISED: 6/19/2017

EXHIBIT
B

SCANNED



J. Henderson 1st Judicial District
 Instrument 2020 4695 D - J1
 Filed/Recorded 5/ 8/2020 08:01 A
 Total Fees \$ 26.00
 5 Pages Recorded

This Instrument prepared by and to be returned to:

Margaret Murdock, MSB No. 9824
 City of Gulfport
 Post Office Box 1780
 Gulfport, Mississippi 39502-1780
 (228) 868-5811

REVIEWED

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR and NO/100 (\$1.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, **Grantor,**

BRENT THOMAS DOUGLAS and DANA L. DOUGLAS

14352 Beulah Church Road
 Gulfport, Mississippi 39503
 Telephone: (228) 596-8309

does hereby sell, convey and warrant unto **Grantee**, for Right of Way purposes,

CITY OF GULFPORT, MISSISSIPPI

A Mississippi Municipal Corporation
 Post Office Box 1780
 Gulfport, Mississippi 39502-1780
 Telephone (228) 868-5811

the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, to-wit:

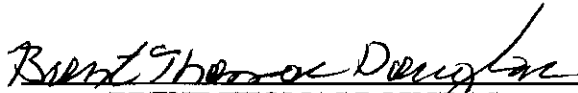
See Exhibits "A" and "B" attached.

INDEXING INSTRUCTIONS: SE ¼ of the NE ¼ of Section 27,
Township 6 South, Range 11 West
City of Gulfport, First Judicial District
Harrison County, Mississippi

This conveyance is less and except any and all recorded oil, gas or other mineral rights granted, reserved or excepted by former owners, and is subject to any and all recorded restrictions or covenants and any and all presently existing or recorded easements or rights-of-way affecting said property.

Grantors shall be responsible for ad valorem taxes for the current year and prior years, and Grantee shall assume tax responsibility of the identified portion of the property as a tax exempt municipal government owner for all future years.

WITNESS OURS SIGNATURES on this the 6th day of MAY, 2020.


BRENT THOMAS DOUGLAS


DANA L. DOUGLAS

[REST OF PAGE LEFT BLANK INTENTIONALLY.]

**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

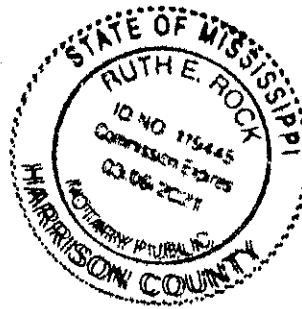
PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 6th day of MAY, 2020, **BRENT THOMAS DOUGLAS**, who acknowledged to me that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed.

Ruth E. Rock

NOTARY PUBLIC

My Commission Expires:

3/9/2021



(SEAL)

**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

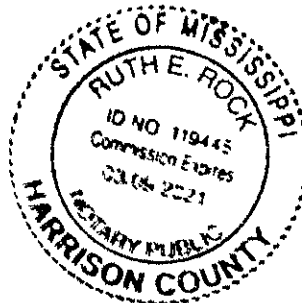
PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 6th day of MAY, 2020, **DANA L. DOUGLAS**, who acknowledged to me that she signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as her free and voluntary act and deed.

Ruth E. Rock

NOTARY PUBLIC

My Commission Expires:

3/9/2021



(SEAL)

Exhibit “A”

A RIGHT OF WAY SITUATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 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:

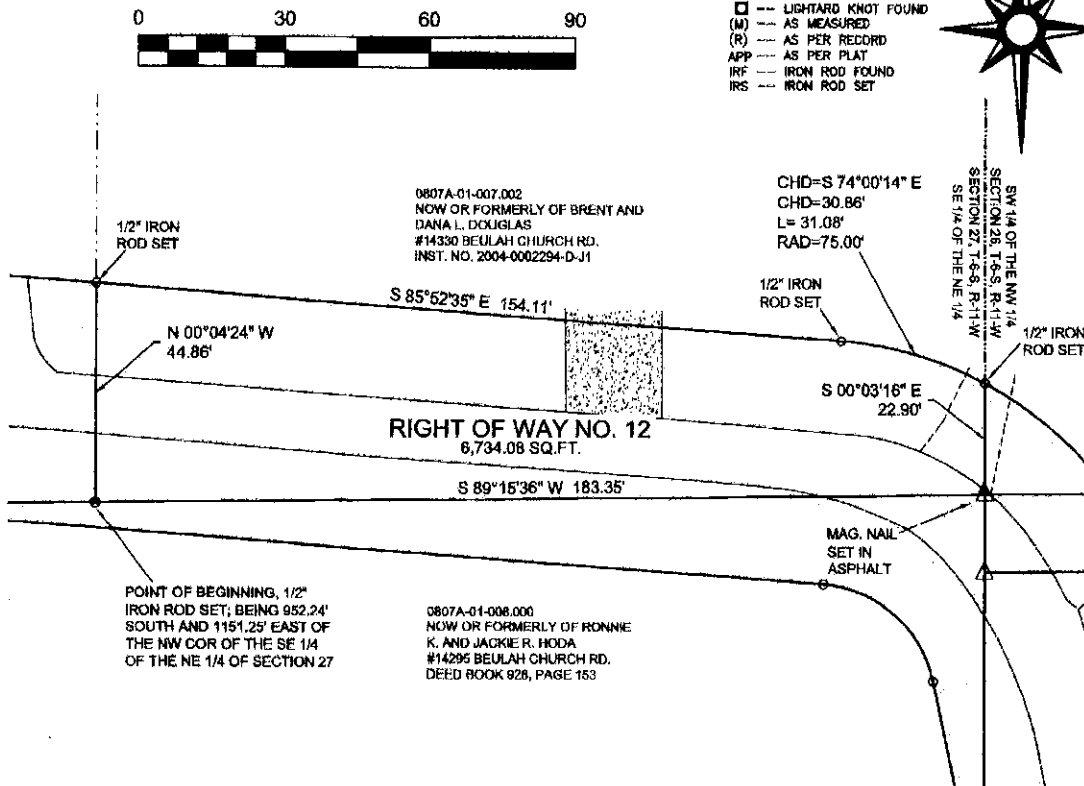
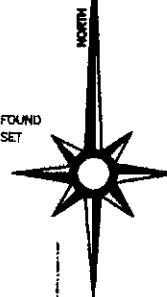
COMMENCING AT A FENCE CORNER POST AT THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, SAID POINT HAVING THE FOLLOWING STATE PLANE COORDINATES (MS EAST/NAD83), NORTH 362507.598, EAST 908404.327; THENCE SOUTH 952.24'; THENCE EAST 1151.25' TO AN IRON ROD SET AT THE POINT OF BEGINNING, BEING THE SOUTHWEST CORNER OF THAT PROPERTY DESCRIBED AS LOT 2 IN INSTRUMENT NO. 2004-0002294-D-J1; THENCE ALONG THE WEST LINE OF SAID PROPERTY, N00°04'24"W 44.86' TO AN IRON ROD SET; THENCE S85°52'35"E 154.11' TO AN IRON ROD SET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00', AN ARC LENGTH OF 31.08' AND A CHORD BEARING AND DISTANCE OF S74°00'14"E 30.86' TO AN IRON ROD SET ON THE EAST LINE OF SAID PROPERTY; THENCE ALONG SAID EAST LINE, S00°03'16"E 22.90' TO A MAG. NAIL SET IN ASPHALT AT THE SOUTHEAST CORNER OF SAID PROPERTY; THENCE ALONG THE SOUTH LINE OF SAID PROPERTY, S89°15'36"W 183.35' TO THE POINT OF BEGINNING, CONTAINING 6,734.08 SQUARE FEET. HEREIN DESCRIBED BEARINGS ARE BASED ON STATE PLANE GRID NORTH.

NOTES:

1.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY COMBINATION OF GPS STATIC OBSERVATION AND EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPC (2301 MS E).
2.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING @ 1-800-227-6477.

LEGEND:

- ⊗ --- IRON ROD FOUND
- --- IRON PIPE FOUND
- --- IRON ROD SET
- ⋈ --- SPIKE FOUND
- △ --- SPIKE SET
- ⊠ --- CONCRETE MONUMENT FOUND
- --- CONCRETE MONUMENT SET
- ⬢ --- LIGHTARD KNOT FOUND
- (M) --- AS MEASURED
- (R) --- AS PER RECORD
- APP --- AS PER PLAT
- IRF --- IRON ROD FOUND
- IRS --- IRON ROD SET



DESCRIPTION FOR RIGHT OF WAY NO. 12:

A RIGHT OF WAY SITUATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 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:

COMMENCING AT A FENCE CORNER POST AT THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, SAID POINT HAVING THE FOLLOWING STATE PLANE COORDINATES (MS EAST/NAD83), NORTH 362507.598, EAST 908404.327; THENCE SOUTH 952.24'; THENCE EAST 1151.25' TO AN IRON ROD SET AT THE POINT OF BEGINNING, BEING THE SOUTHWEST CORNER OF THAT PROPERTY DESCRIBED AS LOT 2 IN INSTRUMENT NO. 2004-0002294-D-J1; THENCE ALONG THE WEST LINE OF SAID PROPERTY, N00°04'24"W 44.86' TO AN IRON ROD SET; THENCE S85°52'35"E 154.11' TO AN IRON ROD SET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00', AN ARC LENGTH OF 31.08' AND A CHORD BEARING AND DISTANCE OF S74°00'14"E 30.86' TO AN IRON ROD SET ON THE EAST LINE OF SAID PROPERTY; THENCE ALONG SAID EAST LINE, S00°03'16"E 22.90' TO A MAG. NAIL SET IN ASPHALT AT THE SOUTHEAST CORNER OF SAID PROPERTY; THENCE ALONG THE SOUTH LINE OF SAID PROPERTY, S89°15'36"W 183.35' TO THE POINT OF BEGINNING, CONTAINING 6,734.08 SQUARE FEET. HEREIN DESCRIBED BEARINGS ARE BASED ON STATE PLANE GRID NORTH.

THIS IS TO CERTIFY THAT I HAVE MADE A SURVEY OF THE PROPERTY SHOWN HEREON AND THAT ALL DIMENSIONS AND OTHER DATA SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CLIFFORD A. CROSBY, P.L.S.

DATE

6/19/2017



REFERENCE MATERIALS:

- 1.) DEEDS SHOWN ON THIS PLAT
- 2.) GULFPORT ONLINE ATLAS
- 3.) HARRISON COUNTY TAX MAPS

SURVEY CLASS - "B"
SCALE: 1" = 30'

FOR:
PICKERING FIRM

BEARINGS SHOWN HEREON ARE DERIVED BY:
GPS OBSERVATION, STATE PLANE GRID, MS EAST



CROSBY SURVEYING

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

EMAIL: cliffordcrosby@cableone.net

DATES OF FIELD WORK: 1/28-11/11/2016

PARTY CHIEF: PE

INSTRUMENT MAN: BM

RODMAN: PE

DRAWN BY: CAC

DRAWING NUMBER: 16026 RIGHT OF WAY 12

REVISED: 6/19/2017

**EXHIBIT
B**

SCANNED



J. H. H. H. 1st Judicial District
Instrument 2019 4587 D -J1
Filed/Recorded 6/27/2019 09:35 A
Total Fees \$ 12.00
5 Pages Recorded

This Instrument prepared by and to be returned to:

Margaret Murdock, MSB No. 9824
City of Gulfport
Post Office Box 1780
Gulfport, Mississippi 39502-1780
(228) 868-5811

REVIEWED

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR and NO/100 (\$1.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, **Grantors,**

RONNIE K. AND JACKIE R. HODA

14320 Landrum Lane
Gulfport, MS 39503
Telephone: (228) 697-6468

do hereby sell, convey and warrant unto **Grantee**, for Right of Way purposes,

CITY OF GULFPORT, MISSISSIPPI

A Mississippi Municipal Corporation
Post Office Box 1780
Gulfport, Mississippi 39502-1780
Telephone (228) 868-5811

the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, to-wit:

See Exhibits "A" and "B" attached.

INDEXING INSTRUCTIONS: SE ¼ of the NE ¼ of Section 27,
 Township 6 South, Range 11 West
 City of Gulfport, First Judicial District
 Harrison County, Mississippi

This conveyance is less and except any and all recorded oil, gas or other mineral rights granted, reserved or excepted by former owners, and is subject to any and all recorded restrictions or covenants and any and all presently existing or recorded easements or rights-of-way affecting said property.

Grantors shall be responsible for ad valorem taxes for the current year and prior years, and Grantee shall assume tax responsibility of the identified portion of the property as a tax exempt municipal government owner for all future years.

WITNESS OUR SIGNATURES on this the ^{11th}~~14th~~ day of

June, 2019.

Ronnie K. Hoda
 RONNIE K. HODA

Jackie R. Hoda
 JACKIE R. HODA

[REST OF PAGE LEFT BLANK INTENTIONALLY.]

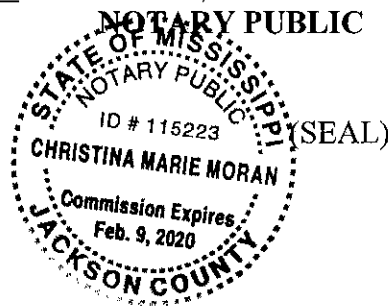
**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 14 day of JUNE, 2019, RONNIE K. HODA, 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.

Christina Marie Moran

My Commission Expires:

February 9, 2020



**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

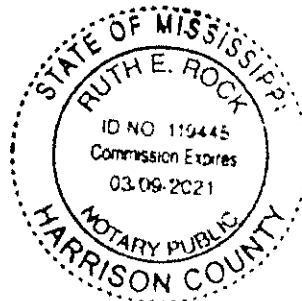
PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 17th day of JUNE, 2019, JACKIE R. HODA, who acknowledged to me that she signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as her free and voluntary act and deed.

Ruth E. Rock

My Commission Expires:

3/9/2021

NOTARY PUBLIC



(SEAL)

Exhibit "A"

A RIGHT OF WAY SITUATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 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:

COMMENCING AT A FENCE CORNER POST AT THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, SAID POINT HAVING THE FOLLOWING STATE PLANE COORDINATES (MS EAST/NAD83), NORTH 362507.598, EAST 908404.327; THENCE SOUTH 953.06'; THENCE EAST 1089.48' TO AN IRON ROD SET AT THE POINT OF BEGINNING, LYING ON THE NORTH LINE OF THAT PROPERTY DESCRIBED IN DEED BOOK 928 ON PAGE 153; THENCE ALONG THE NORTH LINE OF SAID PROPERTY, N89°14'11"E 61.78' TO AN IRON ROD FOUND; THENCE FURTHER ALONG SAID NORTH LINE, N89°15'36"E 183.35' TO A MAG. NAIL SET IN ASPHALT AT THE NORTHEAST CORNER OF SAID PROPERTY; THENCE ALONG THE EAST LINE OF SAID PROPERTY, S00°06'45"W 87.98' TO AN IRON ROD SET; THENCE N11°51'37"W 50.80' TO AN IRON ROD SET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00', AN ARC LENGTH OF 32.30' AND A CHORD BEARING AND DISTANCE OF N48°52'06"W 30.10' TO AN IRON ROD SET; THENCE N85°52'35"W 212.38' TO THE POINT OF BEGINNING, CONTAINING 3,110.99 SQUARE FEET. HEREIN DESCRIBED BEARINGS ARE BASED ON STATE PLANE GRID NORTH.

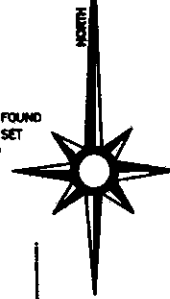
NOTES:

1.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY COMBINATION OF GPS STATIC OBSERVATION AND EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPC (2301 MS E).
2.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING @ 1-800-227-6477.



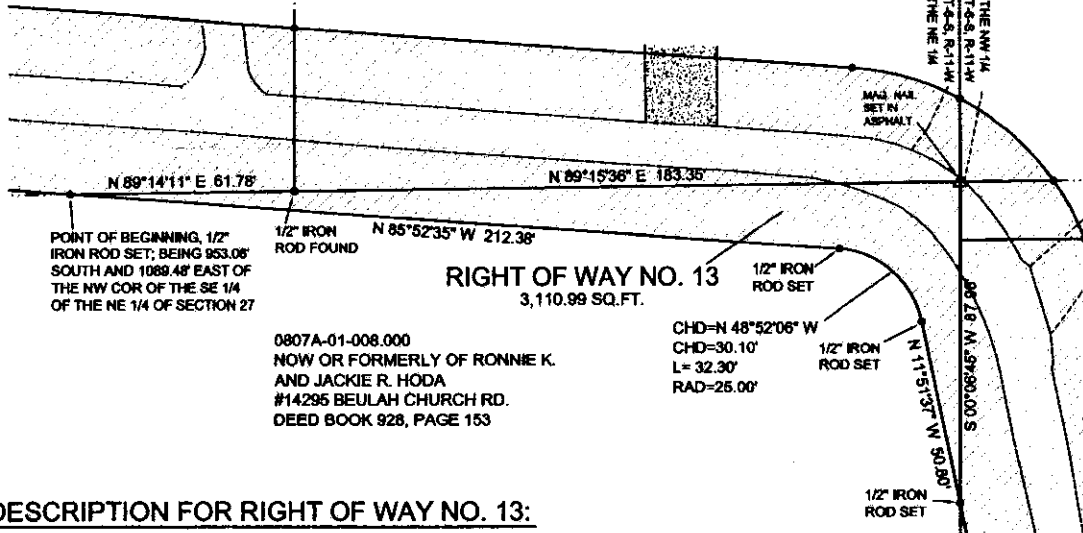
LEGEND:

- IRON ROD FOUND
- IRON PIPE FOUND
- IRON ROD SET
- SPIKE FOUND
- SPIKE SET
- CONCRETE MONUMENT FOUND
- CONCRETE MONUMENT SET
- LIGHTARD KNOT FOUND
- (M) --- AS MEASURED
- (R) --- AS PER RECORD
- APP --- AS PER PLAT
- IRF --- IRON ROD FOUND
- IRS --- IRON ROD SET



0807A-01-007.001
NOW OR FORMERLY OF IRA O.
AND HAZEL S. HERRINGTON
#14338 BEULAH CHURCH RD.
INST. NO. 2004-0002294-D-J1

0807A-01-007.002
NOW OR FORMERLY OF BRENT
AND DANA L. DOUGLAS
#14330 BEULAH CHURCH RD.
INST. NO. 2004-0002294-D-J1



DESCRIPTION FOR RIGHT OF WAY NO. 13:

A UTILITY EASEMENT SITUATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 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:

COMMENCING AT A FENCE CORNER POST AT THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, SAID POINT HAVING THE FOLLOWING STATE PLANE COORDINATES (MS EAST/NAD83), NORTH 362507.598, EAST 908404.327; THENCE SOUTH 953.06'; THENCE EAST 1089.48' TO AN IRON ROD SET AT THE POINT OF BEGINNING, LYING ON THE NORTH LINE OF THAT PROPERTY DESCRIBED IN DEED BOOK 928 ON PAGE 153; THENCE ALONG THE NORTH LINE OF SAID PROPERTY, N89°14'11"E 61.78' TO AN IRON ROD FOUND; THENCE FURTHER ALONG SAID NORTH LINE, N89°15'36"E 183.36' TO A MAG. NAIL SET IN ASPHALT AT THE NORTHEAST CORNER OF SAID PROPERTY; THENCE ALONG THE EAST LINE OF SAID PROPERTY, S00°06'45"W 87.98' TO AN IRON ROD SET; THENCE N11°51'37"W 50.80' TO AN IRON ROD SET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00', AN ARC LENGTH OF 32.30' AND A CHORD BEARING AND DISTANCE OF N48°52'06"W 30.10' TO AN IRON ROD SET; THENCE N85°52'35"W 212.38' TO THE POINT OF BEGINNING, CONTAINING 3,110.99 SQUARE FEET. HEREIN DESCRIBED BEARINGS ARE BASED ON STATE PLANE GRID NORTH.

THIS IS TO CERTIFY THAT I HAVE MADE A SURVEY OF THE PROPERTY SHOWN HEREON AND THAT ALL DIMENSIONS AND OTHER DATA SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CLIFFORD L. CROSBY, P.L.S.

DATE



REFERENCE MATERIALS:

- 1.) DEEDS SHOWN ON THIS PLAT
- 2.) GULFPORT ONLINE ATLAS
- 3.) HARRISON COUNTY TAX MAPS

SURVEY CLASS -- "B"

SCALE: 1" = 40'

FOR:
PICKERING FIRM

BEARINGS SHOWN HEREON ARE DERIVED BY:
GPS OBSERVATION, STATE PLANE GRID, MS EAST



CROSBY SURVEYING

PROFESSIONAL LAND SURVEYING

716 LIVE OAK DRIVE
BILOXI, MISSISSIPPI 39532
PHONE: 228-234-1649

EMAIL: cliffordcrosby@cableone.net

DATES OF FIELD WORK: 1/28-11/11/2018

PARTY CHIEF: PE

INSTRUMENT MAN: BM

ROOMMAN: PE

DRAWN BY: CAC

DRAWING NUMBER: 16026 RIGHT OF WAY 13

REVISED:

EXHIBIT
B

SCANNED



John H. ... 1st Judicial District
Instrument 2019 7334 D - J1
Filed/Recorded 9/ 3/2019 02:50 P
Total Fees \$ 12.00
5 Pages Recorded

This Instrument prepared by and to be returned to:

Margaret Murdock, MSB No. 9824
City of Gulfport
Post Office Box 1780
Gulfport, Mississippi 39502-1780
(228) 868-5811

REVIEWED

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR and NO/100 (\$1.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, **Grantors**,

KIRBY G. SAUCIER and FAITH M. LEE

14330 Beulah Church Road
Gulfport, MS 39503
Telephone: (228) 234-3395

do hereby sell, convey and warrant unto **Grantee**, for Right of Way purposes,

CITY OF GULFPORT, MISSISSIPPI

A Mississippi Municipal Corporation
Post Office Box 1780
Gulfport, Mississippi 39502-1780
Telephone (228) 868-5811

the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, to-wit:

See Exhibits "A" and "B" attached.

INDEXING INSTRUCTIONS: SE ¼ of the NE ¼ of Section 27,
Township 6 South, Range 11 West
City of Gulfport, First Judicial District
Harrison County, Mississippi

This conveyance is less and except any and all recorded oil, gas or other mineral rights granted, reserved or excepted by former owners, and is subject to any and all recorded restrictions or covenants and any and all presently existing or recorded easements or rights-of-way affecting said property.

Grantors shall be responsible for ad valorem taxes for the current year and prior years, and Grantee shall assume tax responsibility of the identified portion of the property as a tax exempt municipal government owner for all future years.

WITNESS OUR SIGNATURES on this the 13th day of August,
2019.



KIRBY G. SAUCIER



FAITH M. LEE

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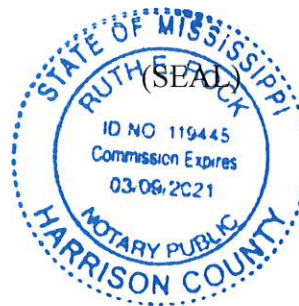
**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 13th day of August, 2019, KIRBY G. SAUCIER, who acknowledged to me that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed.

Ruth E. Rock

NOTARY PUBLIC

My Commission Expires:



**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 13th day of August, 2019, FAITH M. LEE, 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:



(SEAL)

Exhibit "A"

A RIGHT OF WAY SITUATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 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:

COMMENCING AT A FENCE CORNER POST AT THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, SAID POINT HAVING THE FOLLOWING STATE PLANE COORDINATES (MS EAST/NAD83), NORTH 362507.598, EAST 908404.327; THENCE SOUTH 951.29'; THENCE EAST 1064.87' TO AN IRON ROD SET AT THE POINT OF BEGINNING, LYING ON THE WEST LINE OF THAT PROPERTY DESCRIBED IN INSTRUMENT NO. 2004-0002294-D-J1; THENCE ALONG THE WEST LINE OF SAID PROPERTY, N00°05'15"W 50.14' TO AN IRON ROD SET; THENCE S85°52'35"E 86.62' TO AN IRON ROD SET ON THE EAST LINE OF SAID PROPERTY; THENCE ALONG SAID EAST LINE, S00°04'24"E 44.86' TO AN IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID PROPERTY; THENCE ALONG THE SOUTH LINE OF SAID PROPERTY, S89°14'11"W 61.78' TO AN IRON ROD SET; THENCE N85°52'35"W 24.67' TO THE POINT OF BEGINNING, CONTAINING 4,167.60 SQUARE FEET. HEREIN DESCRIBED BEARINGS ARE BASED ON STATE PLANE GRID NORTH.

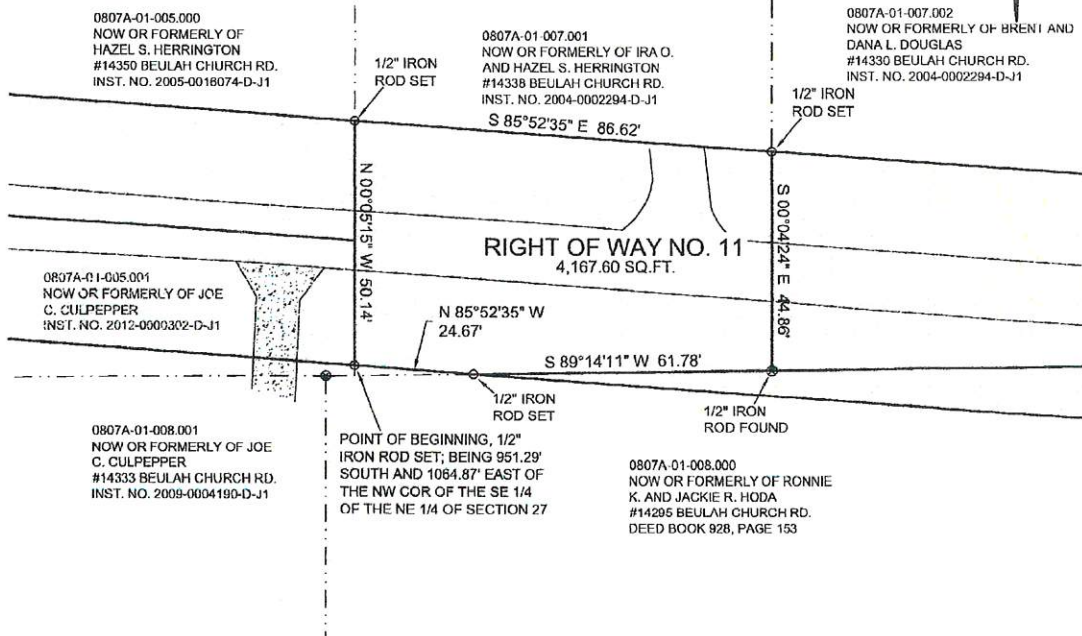
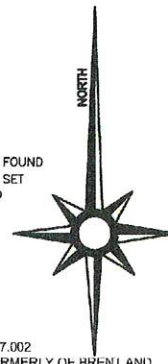
NOTES:

- 1.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY COMBINATION OF GPS STATIC OBSERVATION AND EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPC (2301 MS E).
- 2.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING @ 1-800-227-6477.



LEGEND:

- IRON ROD FOUND
- IRON PIPE FOUND
- IRON ROD SET
- SPIKE FOUND
- SPIKE SET
- CONCRETE MONUMENT FOUND
- CONCRETE MONUMENT SET
- LIGHTARD KNOT FOUND
- (M) --- AS MEASURED
- (R) --- AS PER RECORD
- APP --- AS PER PLAT
- IRP --- IRON ROD FOUND
- IRS --- IRON ROD SET



DESCRIPTION FOR RIGHT OF WAY NO. 11:

A RIGHT OF WAY SITUATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 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:

COMMENCING AT A FENCE CORNER POST AT THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, SAID POINT HAVING THE FOLLOWING STATE PLANE COORDINATES (MS EAST/NAD83), NORTH 362507.598, EAST 908404.327; THENCE SOUTH 951.29'; THENCE EAST 1064.87' TO AN IRON ROD SET AT THE POINT OF BEGINNING, LYING ON THE WEST LINE OF THAT PROPERTY DESCRIBED IN INSTRUMENT NO. 2004-0002294-D-J1; THENCE ALONG THE WEST LINE OF SAID PROPERTY, N00°05'15\"/>

THIS IS TO CERTIFY THAT I HAVE MADE A SURVEY OF THE PROPERTY SHOWN HEREON AND THAT ALL DIMENSIONS AND OTHER DATA SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Clifford M. Crosby
CLIFFORD M. CROSBY, P.L.S. DATE 6/19/2017



REFERENCE MATERIALS:

- 1.) DEEDS SHOWN ON THIS PLAT
- 2.) GULFPORT ONLINE ATLAS
- 3.) HARRISON COUNTY TAX MAPS

SURVEY CLASS - "B"
SCALE: 1" = 30'

FOR:
PICKERING FIRM

BEARINGS SHOWN HEREON ARE DERIVED BY:
GPS OBSERVATION, STATE PLANE GRID, MS EAST



CROSBY SURVEYING

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

EMAIL: cliffordcrosby@cableone.net

DATES OF FIELD WORK: 1/28-11/11/2016

PARTY CHIEF: PE

INSTRUMENT MAN: BM

RODMAN: PE

DRAWN BY: CAC

DRAWING NUMBER: 16026 RIGHT OF WAY 11

REVISED: 6/19/2017

**EXHIBIT
B**