



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, August 18, 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

Code Enforcement / Planning

- 1** Code Enforcement Hearing - on resolution to declare that certain properties are in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community and to authorize advertisements for bids and lot clean-ups and/or demolitions.
- 2** Acceptance for Perpetual Maintenance - Landon Green Phase I Subdivision - Water and Sewer only.

Public Hearing / Resolutions

- 3** Public Hearing - Urban Renewal Plan and Urban Renewal Project in connection with the Greater Downtown Urban Renewal Improvement District
- 4** Resolution - approving a City of Gulfport, Mississippi Urban Renewal Plan for the Greater Downtown Urban Renewal Improvement District and authorizing an Urban Renewal Project therein, and for related purposes.
- 5** Resolution - establishing a Blue Economy Innovation District, and for related purposes.

- 6** Resolution - declaring the results of a Special Election on the Mississippi Power Company Franchise.
- 7** Resolution - declaring certain and various equipment and other items of municipal personal property to be surplus property which is no longer used or needed by the municipality and declared to have no value to the municipality and authorizing the disposal of the same at public auction.
- 8** Resolution - approving Award to Estate Management Services, Inc. for Pond Maintenance Services at the Francis X Collins Park, approving Contract between the City of Gulfport and Estate Management Services, Inc. for Pond Maintenance Services, authorizing the Mayor to execute the same, and for related purposes.
- 9** Resolution - approving Award to Weaver Electric, Inc., for City Wide Electric Services provider, approving Contract between the City of Gulfport and Weaver Electric, Inc., for City Wide Electric Services, authorizing the Mayor (or designee) to execute the same, and for related purposes.
- 10** Resolution – approving Memorandum of Understanding with the Harrison County Development Commission, authorizing the Mayor to execute the same, and for related purposes.
- 11** Resolution - approving Non-Exclusive License Agreement with South Mississippi Farmer's Market Association, Inc., authorizing the Mayor to execute the same on behalf of the City of Gulfport, and for related purposes.
- 12** Resolution - approving Order Confirmations pertaining to Nextraq Vehicle Tracking System, authorizing execution of the same, and for related purposes.
- 13** Resolution - approving Professional Appraisal Services Contract with Mississippi Valuations, LLC d/b/a Valbridge Property Advisors, with respect to certain Water and/or Sewer Improvements Projects, authorizing the Mayor to execute the same, and for related purposes.
- 14** Resolution - approving Supplemental Agreement #4 to Contract with Jay Bearden Construction, Inc., for the Courthouse Road Improvements from US 90 to Pass Road Project, authorizing the Mayor to execute said Agreement, and for related purposes.
- 15** Resolution – authorizing Acceptance of Grant Award from the Natural Resource Conservation Service, approving a Notice of Grant and Agreement Award, authorizing the Mayor to execute the same and any other documents that may be required to effectuate the Acceptance of the Grant Funding, and for related purposes.

- 16 Resolution - authorizing a donation of funds to the Boys and Girls Club of the Gulf Coast pursuant to Miss. Code Ann. § 21-19-67(a), and for related purposes.
- 17 Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport (Fire Department), and for related purposes.
- 18 Resolution – approving and authorizing/ratifying Application (Program Narratives/Budgets) for FY 2020 Edward Byrne Memorial Justice Assistance Grant (JAG) Program, and for related purposes.
- 19 Resolution - recognizing the public service of Leonard J. Papania on the occasion of his retirement from the City of Gulfport, and for related purposes.
- 20 Resolution - reconfirming and extending the status of a State of Emergency due to the spread of COVID-19 and potential associated impacts which threaten to affect areas within the City, and for related purposes.
- 21 Resolution - reconfirming and extending the status of a State of Emergency due to the impacts of Tropical Storm Cristobal on the City of Gulfport, and for related purposes.
- 22 Order - by the Gulfport City Council, pursuant to Miss. Code Ann. §17-21-5(2), (rev. 2003, as amended), authorizing an exemption from municipal ad valorem taxes, excluding school district taxes, based on the increase in assessed value for qualifying capital improvement investments in qualifying structures in the designated redevelopment district, south of the CSX railroad tracks extending from the western city boundary to the eastern city boundary of the newly constructed structure located at 716 Second Street, Gulfport, Mississippi, in the First Judicial District of Harrison County, and identified as parcel number 0911E-01-016.000.

Budget Amendments / Docket of Claims

- 23 Budget Amendment #86 – funding and set up of Grant Accounts for FY 2021 NRCS Projects.
- 24 Docket of Claims - to be approved through August 19, 2020.

Routine Agenda

- 25** Resolution - awarding bids for lot clean-ups and/or demolitions.
- 26** Privilege License Report - for the month of July, 2020 - to be made a part of the minutes.
- 27** Acceptance and Filing - of Gulfport School District Budget and Tax Levy Request - to be made a part of the minutes.
- 28** Letter - regarding bid awarded by Purchasing to Emergency Vehicle Specialists for Arizona Vortex Tripod Kit - Fire Department - to be made a part of the minutes.
- 29** Letter - regarding bid awarded by Purchasing to Gulf Coast Business Supply for Furniture - Fire Department - to be made a part of the minutes.
- 30** Letter - regarding bid awarded by Purchasing to Rhodes Strength Training for Fitness Equipment - Fire Department - to be made a part of the minutes.
- 31** Letter - regarding bid awarded by Purchasing to SHI International Corp for HPE DL360 Server - Police Department - to be made a part of the minutes.
- 32** Ratification - of Memo from City Attorney regarding settlement funds - to be made a part of the minutes.
- 33** Ratification - of Report of Election Commissioners (on Mississippi Power Company Franchise election) - to be made a part of the minutes.
- 34** Ratification - of Certificate of City Clerk (concerning Mississippi Power Company Franchise Election) - to be made a part of the minutes.
- 35** Ratification - of document concerning acceptance of Oak Island Subdivision for Perpetual Maintenance - to be made a part of the minutes.

Council Comments

Memorial Adjournment

- Mr. Lewis Bell
- Mr. Robert Watson, Jr.

Executive Session

Setting of Next Meeting and Adjournment



CITY OF GULFPORT
URBAN DEVELOPMENT
CODE ENFORCEMENT
POSTINGS

TABLE OF CONTENTS

WARD 1

PARCEL	LOCATION	OWNER
0710O-01-020.000	2805 43RD AVE	JOHNSON CHRISTOPHER A
PARCEL	LOCATION	OWNER
0711K-01-048.000	1422 GENEVIEVE DR	GIBBS CHARLES ROLAND
PARCEL	LOCATION	OWNER
0811E-02-008.000	1800 30TH AVE	BUSSOLATI PAUL & HELVESTON STANLEY
PARCEL	LOCATION	OWNER
0811E-02-009.000	1804 30TH AVE	BUSSOLATI PAUL & HELVESTON STANLEY
PARCEL	LOCATION	OWNER
0711K-02-017.000	0 TODD ALLEY	STATE OF MISS 5/24/2018

WARD 3

PARCEL	LOCATION	OWNER
0910M-02-006.000	725 PASS RD	DJT PROPERTIES LLC
PARCEL	LOCATION	OWNER
0810P-01-127.000	1200 32ND ST	MARTIN MICHAEL JACKSON & TINA

**CODE ENFORCEMENT**

P.O. Box 1780

Gulfport, MS 39502

Phone: 228-868-5718

Fax: 228-214-4487

Wm. H. Hardy Building

1410 24th Avenue

Gulfport, MS 39501

July 23, 2020

JOHNSON CHRISTOPHER A
3503 HANCOCK AVE # 3
GULFPORT, MS 39507

Reference: Tax Parcel Number: 07100-01-020.000
2805 43RD AVE

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

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
VACANT STRUCTURE, IPMC 301.3	BOARD UP AND SECURE OPENINGS

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

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 08/18/2020 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Robert Beaugez

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

Case Number: 5758

**CODE ENFORCEMENT**

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

July 23, 2020

JOHNSON CHRISTOPHER A
2805 43rd Ave.
Gulfport, Ms 39501

Reference: Tax Parcel Number: 07100-01-020.000
2805 43RD AVE

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

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Robert Beaugez

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

Case Number: 5758



**CODE ENFORCEMENT**

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

July 21, 2020

GIBBS CHARLES ROLAND
1422 GENEVIEVE DRIVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0711K-01-048.000
1422 GENEVIEVE DR

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

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Respectfully yours,

Robert Beaugez

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

Case Number: 6545



Jul 30, 2020

**CODE ENFORCEMENT**

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

August 3, 2020

BUSSOLATI PAUL & HELVESTON STANLEY

1800 30th Ave.

Gulfport, MS. 39501

Reference: Tax Parcel Number: 0811E-02-008.000
1800 30TH AVE

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

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RECREATIONAL VEHICLE ORDINANCE	REMOVE/RELOCATE REC VEHICLE

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Respectfully yours,

Robert Beaugez

Robert Beaugez - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: KENNETH CASEY SR

Case Number: 6553

**CODE ENFORCEMENT**

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

July 22, 2020

BUSSOLATI PAUL & HELVESTON STANLEY
1804 30TH AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811E-02-008.000
1800 30TH AVE

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

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Respectfully yours,

Robert Beaugez

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

Case Number: 6553



Jul 31, 2020

**CODE ENFORCEMENT**

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

July 22, 2020

BUSSOLATI PAUL & HELVESTON STANLEY
1804 30TH AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811E-02-009.000
1804 30TH AVE

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

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Respectfully yours,

Robert Beaugez

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

Case Number: 6554



Jul 31, 2020

**CODE ENFORCEMENT**

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

July 31, 2020

STATE OF MISS 5/24/2018

0 Todd Alley
Gulfport, Ms 39501

Reference: Tax Parcel Number: 0711K-02-017.000
0 TODD ALLEY

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

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Respectfully yours,

Robert Beaugez

Robert Beaugez - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: KENNETH CASEY SR

Case Number: 6700

**CODE ENFORCEMENT**

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

July 24, 2020

STATE OF MISS 5/24/2018
P O BOX 136
JACKSON, MS 39205

Reference: Tax Parcel Number: 0711K-02-017.000
0 TODD ALLEY

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

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NOTICE OF HEARING

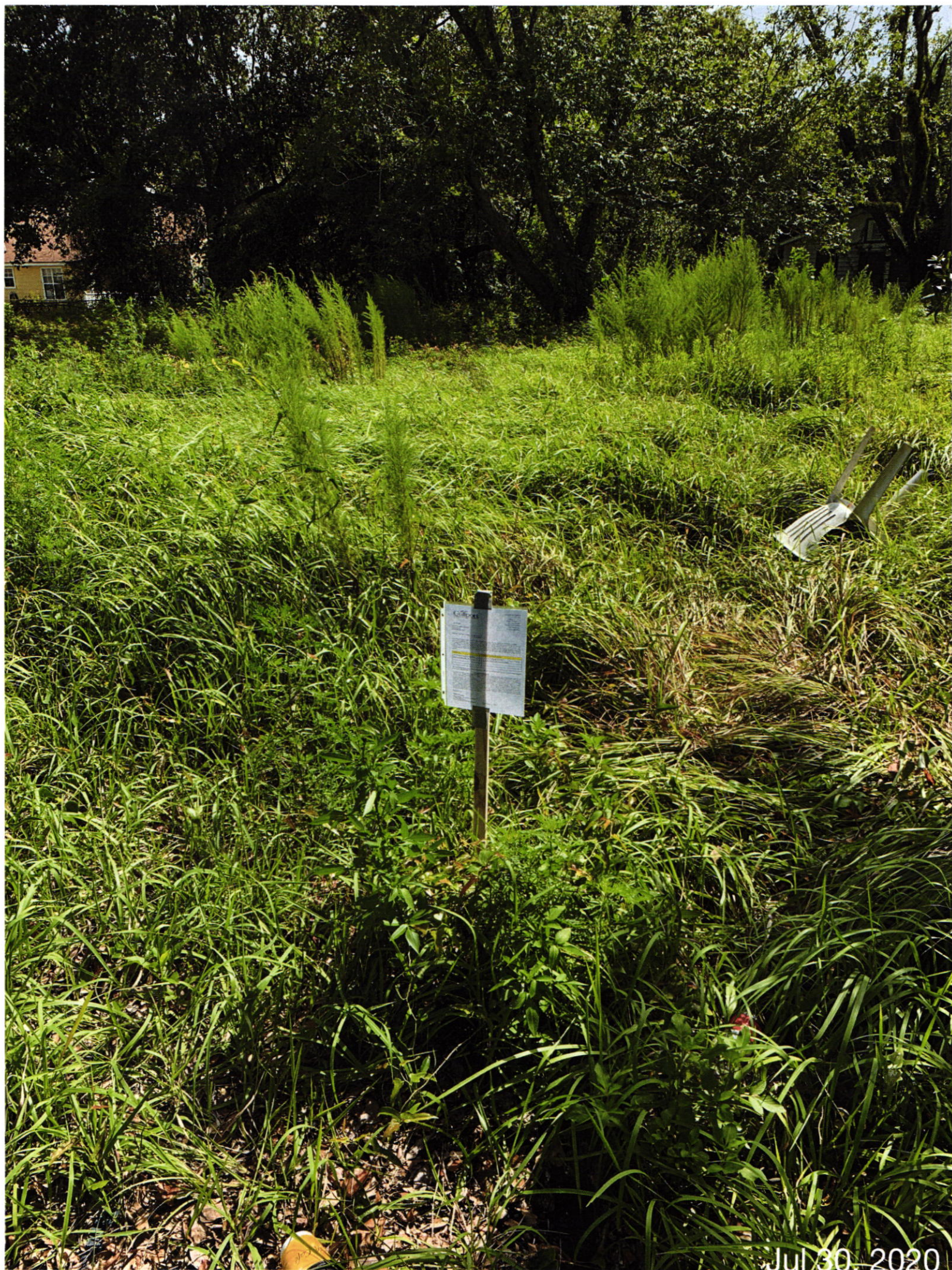
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Robert Beaugez - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR

Case Number: 6700



Jul 30, 2020

**CODE ENFORCEMENT**

P.O. Box 1780

Gulfport, MS 39502

Phone: 228-868-5718

Fax: 228-214-4487

Wm. H. Hardy Building

1410 24th Avenue

Gulfport, MS 39501

July 22, 2020

CANTOR TODD J

725 Pass Rd

Gulfport, MS #9501

Reference: Tax Parcel Number: 0910M-02-006.000
725 PASS RD

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

Violation(s):	Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS Also Remove Tires

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

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 08/18/2020 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Robert Beaugez

Robert Beaugez - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: ELLA HOLMES-HINES

Case Number: 5309

**CODE ENFORCEMENT**

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

July 22, 2020

CANTOR TODD J
21 Chateau Magdelaine Dr
Kenner, LA 70065

Reference: Tax Parcel Number: 0910M-02-006.000
725 PASS RD

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

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Respectfully yours,

Robert Beaugez

Robert Beaugez - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES

Case Number: 5309

**CODE ENFORCEMENT**

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

July 22, 2020

MARTIN MICHAEL JACKSON & TINA
1200 32ND ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810P-01-127.000
1200 32ND ST

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

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS

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

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 08/18/2020 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Robert Beaugez

Robert Beaugez - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES

Case Number: 6405



MEMORANDUM – CITY OF GULFPORT

Date: **AUGUST 3, 2020**

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

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

Re: **Code Enforcement Resolutions To Declare Property In A State Of**
 Uncleanliness And A Menace To The Public Health And Safety Of
 The Community And To Authorize Lot Clean-Up and/or Demolitions,
 And For The Authority To Advertise For Bids To Be Presented To The
 City Council On The 18th Day Of August, 2020.

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

There came on for consideration at a meeting of the Mayor and members of the Council of the City of Gulfport, Mississippi, held on the **18TH** day of **August, 2020**, the following Resolution:

A RESOLUTION OF THE MAYOR AND MEMBERS OF THE COUNCIL OF THE CITY OF GULFPORT FINDING AND ADJUDICATING THAT THE HEREIN DESCRIBED PARCELS OF LAND ARE IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND AUTHORIZING ADVERTISEMENT FOR BIDS TO HAVE LAND CLEANED AND TO ASSESS THE COSTS TO THE SAID PROPERTIES

WHEREAS, Mayor and members of the Council of the City of Gulfport finds, determines, and adjudicates, based upon the investigation of the City's Department of Urban Development Code Enforcement Division, that the parcels of land described below are in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community; and

WHEREAS, said properties, as described herein, are lying and being within the City of Gulfport, First Judicial District, Harrison County, Mississippi; and

WHEREAS, the parcels investigated by the Department of Urban Development Code Enforcement Division and recommended by them for adjudication as being parcels in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community are as follows:

- Parcel 1: 0910M-02-006.000. A Lot Fronting 118 Ft On Pass Rd Including Lots 11 - 13 & Pt 14 Incl Uding Ext Of Lots 11 - 12 Phelps Subd/Ext Phelps Subd Sec 35-7-11. 725 Pass Rd. Remove/Haul Off Trash & Debris. (Djt Properties Llc)
- Parcel 2: 0710O-01-020.000. Lots 1 & 4 Blk 12 Montgomery Add Also That Part Of N 1/2 Of Alley Lying S Of Lot 4 Now Vacated As Per Bk 1222/25 Sec 32-7-11 & 5ft X 170 Ft Part Of Alley Now Vacated Per 2009-188-D-J1. 2805 43rd Ave. Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Board Up And Secure Openings. (Johnson Christopher A)
- Parcel 3: 0810P-01-127.000. Lots 46 To 48 Blk 11 Central Park. 1200 32nd St. Cut & Clean The Property, Remove/Haul Off All Trash & Debris. (Martin Michael Jackson & Tina)
- Parcel 4: 0711K-01-048.000. Lot 13 Owen Homes Subd.. 1422 Genevieve Dr. Cut & Clean The Property, Remove/Haul Off All Trash & Debris. (Gibbs Charles Roland)
- Parcel 5: 0811E-02-008.000. Lot 13 Blk. 122 Original Gulfport. 1800 30th Ave. Cut & Clean The Property, Remove/Haul Off All Trash & Debris. (Bussolati Paul & Helveston Stanley)
- Parcel 6: 0811E-02-009.000. Lots 14 To 16 Inc Blk. 122 Original Gulfport. 1804 30th Ave. Cut & Clean The Property, Remove/Haul Off All Trash & Debris. (Bussolati Paul & Helveston Stanley)

Parcel 7: 0711K-02-017.000. Beg At Sw Cor Of Lot 5 Blk 7 Gaston Point Add & Run W 96 Ft S 122 1/2 Ft E 96 Ft N 122 1/2 Ft To Beg Part Of Lot 41 Gottschalk Survey. 0 Todd Alley. Cut & Clean The Property, Remove/Haul Off All Trash & Debris. (State Of Miss 5/24/2018)

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

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

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

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

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

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

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

YEAS:

NAYS:

ABSENT:

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT OF THE COUNCIL

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

APPROVED:

MAYOR

MEMORANDUM – CITY OF GULFPORT

Date: AUGUST 3, 2020
To: Mayor Billy Hewes
City Council Members
From: Department of Urban Development
Code Enforcement
Subject: Approval To Advertise

RE: Resolutions Declaring Property In A State Of Uncleanliness To Be A Menace To The Public Health And Safety Of The Community And Authorizing Lot Clean-Up and/or Demolitions And For The Approval To Advertise For Bids To Be Presented On The 18th Day Of August, 2020, To The City Council:

WARD 1

- Parcel 1: 07100-01-020.000. Lots 1 & 4 Blk 12 Montgomery Add Also That Part Of N 1/2 Of Alley Lying S Of Lot 4 Now Vacated As Per Bk 1222/25 Sec 32-7-11 & 5ft X 170 Ft Part Of Alley Now Vacated Per 2009-188-D-J1. 2805 43rd Ave. Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Board Up And Secure Openings. (Johnson Christopher A)
- Parcel 2: 0711K-01-048.000. Lot 13 Owen Homes Subd.. 1422 Genevieve Dr. Cut & Clean The Property, Remove/Haul Off All Trash & Debris, . (Gibbs Charles Roland)
- Parcel 3: 0811E-02-008.000. Lot 13 Blk. 122 Original Gulfport. 1800 30th Ave. Cut & Clean The Property, Remove/Haul Off All Trash & Debris, . (Bussolati Paul & Helveston Stanley)
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- Parcel 5: 0711K-02-017.000. Beg At Sw Cor Of Lot 5 Blk 7 Gaston Point Add & Run W 96 Ft S 122 1/2 Ft E 96 Ft N 122 1/2 Ft To Beg Part Of Lot 41 Gottschalk Survey. 0 Todd Alley. Cut & Clean The Property, Remove/Haul Off All Trash & Debris, . (State Of Miss 5/24/2018)

WARD 3

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- Parcel 7: 0810P-01-127.000. Lots 46 To 48 Blk 11 Central Park. 1200 32nd St. Cut & Clean The Property, Remove/Haul Off All Trash & Debris, . (Martin Michael Jackson & Tina)

Memorandum – City of Gulfport

To: Margaret Murdock, Legal

CC: Mayor Billy Hewes

Dr. John Kelly, CAO

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

Date: 8/7/2020

Re: Recommendation to Accept Landon Green, Phase I Subdivision – Water and Sewer Only for Perpetual Maintenance

On April 9, 2020, Engineering and Public Works conducted an inspection of the referenced subdivision (Water and Sewer Only). Deficiencies were noted and have since been corrected. This subdivision is located outside of the City Limits; however, it is located within the City's franchise area for water and sewer service.

The subdivision has completed its required one-year warranty and at this time I recommend accepting perpetual maintenance of the water and sewer system.

Please place this item on the August 18, 2020, council agenda.

This item has been approved by:

Mayor or C.A.O. _____

Attachments: 1. Final Warranty Inspection Report dated 4/13/2020

2. Map



**DEPARTMENT OF
ENGINEERING**

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

SUBDIVISION INSPECTION CHECKLIST

SUBDIVISION:	Landon Green Subdivision, Phase I
TYPE OF INSPECTION:	Warranty Inspection
DATE:	April 9, 2020
PERSONS PRESENT:	Tyler Gentry, Department of Engineering Aaron James, Department of Engineering Brian Mcknight, Department of Public Works Brian Jones, Department of Public Works Kenneth Jones, Elliott Land Development

CHECKLIST ITEMS

STREETS & DRAINAGE:

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

WATER & SEWER:

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

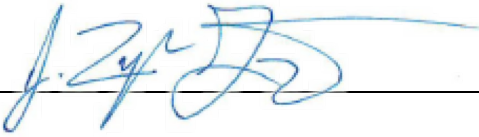
TRAFFIC & SAFETY:

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

PUNCHLIST ITEMS

1. Replace meter box at lot 43. **COMPLETE**
2. Raise fire hydrant at lot 28. **COMPLETE**
3. Install valve box and donut around water valve at lot 14. **VALVE NOT REQUIRED**
4. Verify sewer service line elevations for lots 36 and 37 that are tied into SMH #9. **COMPLETE**
5. Provide video of the sewer repair between SMH #5 and SMH #3. **COMPLETE**

SIGNED: _____



DATE: 4/13/2020

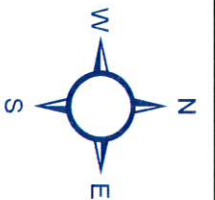
LANDON GREEN SUBDIVISION, PHASE 1

LANDON RD

AUTUMN DR

CHAPELWOOD DR

DILLARD RD





DEPARTMENT OF URBAN
DEVELOPMENT

Planning Division

P.O. Box 1780

Gulfport, MS 39502-1780

Phone: 228-868-5710

Fax: 228-868-5708

William H. Hardy Building
1410 24th Ave.

July 23, 2020

Re: Urban Renewal Plan for the Greater Downtown Urban Renewal Improvement District

To Whom It May Concern:

After reviewing the proposed Urban Renewal Plan for the Greater Downtown Urban Renewal Improvement District, I find that it appears to be in conformity with the City's existing Comprehensive Plan.

If you have any questions or comments, please contact this office at (228) 868-5710.

Sincerely,

A handwritten signature in black ink, appearing to read "Gregory L. Holmes", is written over the printed name.

GREGORY L. HOLMES

Planning Administrator

Planning Division

Department of Urban Development

City of Gulfport, Mississippi

MINUTES
GULFPORT CITY PLANNING COMMISSION
Thursday, July 23, 2020, 4:30 P.M.
CITY HALL COUNCIL CHAMBERS

- A. **Prayer**: The Planning Commission led a prayer.
- B. **Pledge of Allegiance**: The Pledge of Allegiance was recited.
- C. **Call to Order**: The meeting of the Planning Commission was called to order at **4:30pm.**
- D. **Determination of a Quorum**: A roll call was performed and a quorum was determined.

BOARD MEMBERS PRESENT:

KEITH WILLIAMS
WM. PRINCE JONES
TIM DAIGLE JR.
HAROLD SPANN
VIRGINIA ADOLPH
BJ SELLERS
BRANDON ELLIOTT
DOUG HANCOCK

BOARD MEMBERS ABSENT:

JOHN ANTHONY
CHARLIE HEWES
COLETTE TOWLES

STAFF MEMBERS PRESENT:

GREG HOLMES
MATILDA WELCH
THOMAS LANE

COURT REPORTER:

NOT PRESENT

E. **Confirmation of Agenda**:

No changes were made to the agenda.

F. **Adoption of Minutes**:

A motion by **Mr. Spann** to approve Minutes of the **June 25, 2020**, meeting was seconded by **Mr. Diagle** and carried unanimously.

G. **Hearing of Cases**:

G1. The PUBLIC DECLARATION OF APPEAL PROCESS was read by the Chairperson: Any person or any officer, department or agency of the City aggrieved by any decision of the Planning Commission may within fifteen (15) days thereafter appeal there from to the mayor and City Council by filing with the Planning Commission a written notice of appeal specifying the decision from which the appeal is taken. In case of such appeal, the Planning Commission shall cause a transcript of the proceedings in the case to be certified to the mayor and City Council, and the matter will be heard on said transcripts. The filing fee for an appeal is based on the actual cost of the required official transcript and any related miscellaneous charges. Any appeal shall be in writing and submitted to the Department of Urban Development–Planning Division stating what decision is being appealed and detailing how you are aggrieved.

G2. The Chairperson asked for anyone speaking at the meeting to complete a Speaker’s Card.

G3. Routine Agenda

1. Planning Commission Approval 2007PC065

by owner Doris R. Morgan, tax parcel 0907L-01-056.000, Request home occupation of real estate broker, 108 W Chipwood Dr, Zoned R-1-15 (Single-family), Ward 6.

Speaking for the Petition: Doris R. Morgan

Speaking against the Petition: None

Motion: Mrs. Adolph – To approve applicant request.

Second: Mr. Spann

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

Action: Motion carried unanimously.

2. Zoning Map Amendment 2007PC071

by owner Greg Smith, tax parcel 1011D-01-040.001, Request to rezone from T6 (Urban Core Zone) to T4+ (General Urban Zone "Plus"), W Cedar Dr, Ward 2.

Speaking for the Petition: Greg Smith

Speaking against the Petition: None

Motion: Mr. Elliott – To approve applicant request.

Second: Mr. Hancock

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

Action: Motion carried unanimously.

3. Resubdivision 2007PC074

by owner Pansy Maddox, tax parcels 0910A-02-011.000 and 0910A-02-010.000 Lot 6, Divide into two new parcels, 5 Rivers Bend Dr, Zoned R-1-7.5 (Single-family), Ward 4.

Speaking for the Petition: Pansy Maddox

Speaking against the Petition: None

Motion: Mrs. Adolph – To approve applicant request.

Second: Mr. Jones

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

Action: Motion carried unanimously.

4. Zoning Map Amendment 2007PC075

by agent Garlon Pemberton, tax parcels 1010H-02-032.001, 1010H-02-031.000, and 1010H-02-031.001, Request to rezone from R-2 (Single-family) to B-2 (General business), E Pass Rd, Ward 2.

Speaking for the Petition: Garlon Pemberton

Speaking against the Petition: Cheryl Steele

Motion: Mr. Sellers – To approve with a modification that approval grants rezoning 1010H-02-031.000, and 1010H-02-031.001 to B-2 (General business); however, parcel 1010H-02-032.001 was not approved for rezoning and must remain R-2 (Single-family).

Second: Mr. Diagle

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

Action: Motion carried unanimously.

Other Business:

Urban Renewal Plan:

Speaking for the Petition: Margaret Murdock (Attorney)

Speaking against the Petition: None

Motion: Mr. Elliott – To approve Urban Renewal Plan as presented.

Second: Mr. Jones

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

Action: Motion carried unanimously.

H. Adjournment

There being no further business, a Motion was made by Mrs. Adolph to adjourn, seconded by Mr. Sellers and carried unanimously. The meeting adjourned at 5:25 pm.

WILLIAM PRINCE JONES, Secretary

Date: _____

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the 18th day of August, 2020, the following Resolution:

**A RESOLUTION OF THE GULFPORT CITY COUNCIL TO APPROVE
A CITY OF GULFPORT, MISSISSIPPI URBAN RENEWAL PLAN FOR
THE GREATER DOWNTOWN URBAN RENEWAL IMPROVEMENT
DISTRICT AND AUTHORIZING AN URBAN RENEWAL PROJECT
THEREIN; AND FOR RELATED PURPOSES**

WHEREAS, pursuant to resolution and findings dated July 7, 2020, the City Council of the City of Gulfport, Mississippi (the "Governing Authority"), acting for and on behalf of the City of Gulfport ("City"), pursuant to Sections 43-35-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "Urban Renewal Act"), determined that a portion of the City more particularly described in **Exhibit A** hereto is (a) a blighted area and (b) the rehabilitation, conservation, redevelopment or combination thereof of such area or areas is necessary in the public health, safety, morals and welfare of the City; and

WHEREAS, pursuant to resolution and findings dated July 7, 2020, the City's Governing Authority found that there exists a need for an Urban Renewal Project for the site set forth and described in **Exhibit A** and that such Project should be redeveloped for residential, nonresidential, retail and commercial use as described in the proposed Urban Renewal Plan included under **Exhibit B**; and

WHEREAS, the Urban Renewal Project shall also include Public Improvements and other public recreational and community facilities as generally described in the Urban Renewal Plan included under **Exhibit B**; and

WHEREAS, the City and/or the Gulfport Redevelopment Commission, a public body corporate and politic and the urban renewal agency of the City (the "GRC") may issue urban renewal revenue bonds (the "Bonds") or such other credit or financing facilities as may be available to the GRC in order to finance all or portions of the Urban Renewal Plan, create a debt service reserve fund, if necessary, and pay the costs of issuance of the Bonds, which will support the Urban Renewal Project to be located on a site within the urban renewal area, as described in **Exhibit A** hereto (the "Project Site") and in accordance with the Urban Renewal Plan and Urban Renewal Act; and

WHEREAS, if necessary, the City may enter into a Contribution Agreement (as defined in **Exhibit B** attached hereto) with the GRC pursuant to Sections 43-35-15 and 43-35-27 of the Urban Renewal Act in connection with the Bonds; and

WHEREAS, the Project Site was previously designated by the City's Governing Authority as an "urban renewal area" as defined in the Urban Renewal Act; and

WHEREAS, the City wishes to adopt the Urban Renewal Plan; and

WHEREAS, the Urban Renewal Project is in accordance with the provisions of the laws of the State of Mississippi, including the Urban Renewal Act; and

WHEREAS, the Urban Renewal Project is in the best interest of the citizens of the City; and

WHEREAS, there are no other available funds on hand or otherwise available from regular sources to finance a portion of the Urban Renewal Project; and

WHEREAS, as required by the Urban Renewal Act, the Governing Body submitted the proposed Urban Renewal Plan to the City's Planning Commission for review and recommendations, and the Planning Commission took up the matter at its July 23, 2020, meeting and recommended approval of the Urban Renewal Plan; and

WHEREAS, as required by the Urban Renewal Act, the Governing Body, on August 18, 2020, prior to the consideration of this resolution, held a duly and properly noticed public hearing on the proposed approval of the Urban Renewal Plan and the Urban Renewal Project; and

WHEREAS, after review/recommendations by/from the Planning Commission and the public hearing on the proposed Urban Renewal Plan and the Urban Renewal Project by the Governing Body, the City is authorized to approve the Urban Renewal Plan and Urban Renewal Project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY 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. The City has previously determined that real property described in **Exhibit A** hereto is blighted in that, among other things, (i) the predominance of defective and inadequate street layout and faulty layout in relation to size, adequacy, accessibility, and usefulness of such property, and its economic disuse substantially impairs the sound growth of the City, and (ii) the diversity of ownership and defective or unusual conditions of title substantially impairs or arrests the sound growth of the City. The property described in **Exhibit A** was earlier designated by the City's Governing Authority as an "urban renewal area" as defined in the Urban Renewal Act and appropriate for an Urban Renewal Project.

Section 3. That (1) a feasible method exists for the location of families who will be displaced from the urban renewal area in decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families¹; (2) the urban renewal plan conforms to the general plan of the municipality as a whole; and (3) the urban renewal plan will

¹ Notably, no required relocation of families/person is contemplated under the Urban Renewal Plan or Urban Renewal Project.

afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation or redevelopment of the urban renewal area by private enterprise.

Section 4. That the proposed Urban Renewal Plan, a copy of which is attached as **Exhibit B** and incorporated fully herein by reference, and the Urban Renewal Project contained therein, be and the same are hereby approved and adopted by the Governing Body of the City of Gulfport, Mississippi.

Section 5. If any one or more of the provisions of this resolution shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution and this resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 6. This Resolution shall be in effect immediately upon its passage and enactment according to law, or at the earliest date of effect under law, and shall be spread upon the minutes of the City's Governing Authority.

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

MAYOR

EXHIBIT "A"

PROJECT SITE DESCRIPTION

EXHIBIT "B"

URBAN RENEWAL PLAN CITY OF GULFPORT, MISSISSIPPI GREATER DOWNTOWN URBAN RENEWAL IMPROVEMENT DISTRICT PROJECT 2020

I. Existence of Urban Renewal Plan

This Urban Renewal Plan shall constitute an urban renewal plan of the City of Gulfport, Mississippi (the "City"), pursuant to Sections 43-35-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "Urban Renewal Act"), and as particularly defined in Section 43-35-13 of the Urban Renewal Act. To the greatest extent feasible, as determined by the City Council of the City of Gulfport (the "Governing Authority"), the City encourages private investment pursuant to the Urban Renewal Act in connection with this Urban Renewal Plan or any related workable program formulated pursuant to Section 43-35-9 of the Urban Renewal Act. The Gulfport Redevelopment Commission, a public body corporate and politic and as the urban renewal agency of the City ("GRC"), shall coordinate and facilitate the implementation and operation of the Urban Renewal Plan and Urban Renewal Project as contemplated herein.

II. Designation of Urban Renewal Area

The Governing Body did by resolution dated July 7, 2020, declare certain property located in the City, as more particularly described in **EXHIBIT 1** attached hereto, to be a "blighted area" within the meaning of Section 43-35-3(i) of the Urban Renewal Act and did designate such area as appropriate for an urban renewal project (collectively, "Designated Area"). The property described in **EXHIBIT 1** ("Project Site") is within the Designated Area and shall constitute the "Urban Renewal Area" for purposes of this Urban Renewal Plan.

III. The Urban Renewal Project

A. The Urban Renewal Project shall be developed for residential and nonresidential purposes, including, without limitation, commercial and retail, as applicable, in a manner designed to: (i) eliminate, reduce or prevent the development or spread of urban blight, (ii) encourage needed urban rehabilitation, (iii) provide for the redevelopment of blighted areas, (iv) provide for the repair, removal or restoration of deteriorated or deteriorating structures, and (v) such other activities and incentives reasonably determined necessary to achieve the objectives of this Urban Renewal Plan (collectively, the "Urban Renewal Project"). The Urban Renewal Project may also include: (i) potential enhancements to public roads, public utilities and public infrastructure improvements, (ii) sidewalk improvements, street lighting and other potential street scaping, as applicable, and (iii) parks, walking trails, and other public recreational and community facilities, all as determined from time to time by the City and/or GRC (collectively, the "Public Improvements"); and all to be located within the Urban Renewal Area within the City. The Urban Renewal Plan may provide for more diligent enforcement of housing, zoning and occupancy controls and standards, require removal of congestion and blight, encourage

voluntary rehabilitation, including compelling the repair and rehabilitation of deteriorated or deteriorating structures, and the clearance of blighted areas.

In addition, the Urban Renewal Plan may provide funding mechanisms for grants or loans to eligible property owners within the Project Site to assist in rehabilitation or clearance of existing deteriorated or deteriorating structures. The following terms shall apply to any such grant or loan program under this Urban Renewal Plan:

1. Eligible property owners shall be owners of property within the Project Site who undertake certain eligible improvements designed to either rehabilitate or eliminate blight.
2. The City may from time to time determine applicable guidelines and application and approval processes and procedures with respect to determining eligible property owners and eligible improvement projects consist with the terms and provisions of this Urban Renewal Plan.
3. Property owners shall submit to the City's Urban Development Department a request for pre-approval of their requested improvement project including a reasonable detailed plan and schedule for completion in order to obtain an estimate of the amount of the potential grant or loan.
4. No grant or loan shall be given without a significant undertaking by the eligible property owner with respect to the applicable improvement project.
5. Unless a specific waiver is granted by the City or GRC in the case of an owner of multiple separate lots and separate buildings, a property owner is only entitled to one grant or loan under this Urban Renewal Plan.
6. Eligible property owners who undertake residential improvement projects may receive a grant not to exceed the lesser of: [fifty percent (50%)] of the property owner's actual third party out of pocket costs and expenses or [\$2,500]. Grants are not subject to repayment to the City or GRC.
7. Eligible property owners who undertake commercial non-residential improvement projects may receive a loan not to exceed the lesser of: [fifty percent (50%)] of the property owner's actual third party out of pocket costs and expenses or [\$7,500]. Loans are subject to repayment to the City or GRC. Any loan shall require a written promissory note with terms as determined from time to time by the City including: (i) monthly payment of principle and interest, (ii) have a maturity date and term of no more than [3] years and an annual interest of no less than [4] percent. Upon repayment of no less than [70%] of the outstanding principle amount of a loan by the eligible property owner with two years of the date of the note and provided the property owner is not then in default under its obligations and liabilities regarding the loan, the City and/or the GRC may waive and forgive the remaining balance of the loan in which event the remaining balance will be deemed a grant to the eligible property owner for the applicable improvement project.
8. Any grant or loan shall be properly documented in writing including repayment obligations, if any, of the property owner and any conditions on funding including obtaining multiple quotes and completing all or a portion of the proposed plan prior to funding of the grant or loan. The applicable property owner shall be

solely responsible for any state or federal income or any other applicable taxes associated with any loan or grant given under this Urban Renewal Plan.

B. The Governing Authority of the City and/or the GRC may acquire property within the Project Site (by donation, purchase or lease) and construct on such property the Public Improvements, and other public infrastructure or other improvements consistent with the provisions of the Urban Renewal Act.

C. To the extent allowed by law, if necessary to implement this Urban Renewal Project, the Governing Authority of the City shall have the right to exercise the rights provided for by Section 43-35-17 of the Act.

IV. Relationship to Local Objective

The Urban Renewal Project shall be accomplished in accordance with applicable codes and ordinances adopted by the City's Governing Authority, such as an appropriate building code and zoning ordinance, unless exceptions are made in accordance with law. The Urban Renewal Project will provide residential, non-residential, retail, commercial and community facilities for use by the residents of the City, the acquisition of which is an integral part of and essential to the City's plan for development and will alleviate conditions which retard development within the Urban Renewal Area. The City and/or the GRC, as applicable, shall use commercially reasonable efforts to consider all applicable zoning, land use, maximum densities and the overall Urban Renewal Plan for the Project Site.

V. Ownership of Urban Renewal Project

The City and/or GRC may sell, lease or otherwise transfer real property constituting the Urban Renewal Project for such uses as permitted under the Urban Renewal Act, or may retain such property for public use, all as permitted under the Urban Renewal Act.

VI. Financing

(a) Upon approval of the Urban Renewal Plan, to the extent necessary, the Governing Authority authorizes the City pursuant to Sections 43-35-15 and 43-35-27 of the Urban Renewal Act to enter into a Contribution Agreement (the "Contribution Agreement") by and between the City and GRC in connection with the issuance of one or more series of urban renewal revenue bonds in aggregate amount to be determined by the Governing Body (the "Bonds") or such other credit or financing facilities as may be available to the GRC in order to finance a portion of the Urban Renewal Plan.

(b) Upon approval of the Urban Renewal Plan, the City or the GRC may proceed with the sale and issuance of its Bonds or such other credit or financing facilities as may be available to the GRC in order to finance a portion of the Urban Renewal Project and/or provide funding for any Public Improvements as approved by the City and/or any property owner grants or loan program provided in connection with this Urban Renewal Plan, pursuant to Section 43-35-21 of the Urban Renewal Act, and said Bonds or other credit or financing facilities shall further be payable from any revenues derived from the grants, contributions and funds to be

received by the GRC from the City pursuant to the Contribution Agreement whereby the City may agree under the terms and conditions of the Contribution Agreement to grant and contribute to the GRC those certain revenues derived by the City from the following: (i) pledge of monies which shall be appropriated from the General Fund of the City; (ii) such other legally available revenues or collateral, if any, as may be specified by the City; (iii) Revenues and income derived by the City from the Urban Renewal Project; and (iv) such other collateral, if any, as may be specified in a private placement agreement and as allowed by the Urban Renewal Act.

VII. Regional Economic Development Alliance

In connection with this Urban Renewal Project, the City may request the participation and support of Harrison County, Mississippi (the "County") through an alliance under the Regional Economic Development Act ("REDA"). In the event that such a REDA alliance is created with the County, the City shall have all power and authority to provide for this Urban Renewal Project as provided under this Urban Renewal Plan, the Urban Renewal Act and/or REDA. The City or the GRC may also request County participation and support through an interlocal cooperation agreement under separate statutory authority.

VIII. Ad Valorem Taxes

The Urban Renewal Project shall be fully subject to ad valorem taxation, unless exempted by further action of the Governing Authority of the City, or unless otherwise exempt under Mississippi law.

**EXHIBIT I
TO URBAN RENEWAL PLAN
GREATER DOWNTOWN URBAN RENEWAL IMPROVEMENT DISTRICT
DESIGNATED AREA**



A horizontal scale bar with a black background and white markings. The bar is divided into four equal segments by white tick marks. Below the bar, the word "Miles" is centered. Above the bar, the numbers 0, 0.125, 0.25, and 0.5 are positioned at the ends of the segments.

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the 18th day of August, 2020, the following Resolution:

**A RESOLUTION OF THE GULFPORT CITY COUNCIL TO ESTABLISH
A BLUE ECONOMY INNOVATION DISTRICT,
AND FOR RELATED PURPOSES**

WHEREAS, the City of Gulfport, in conjunction with the University of Southern Mississippi ("USM"), tasked SeaAhead, Inc., with the creation of a narrative for a new BLUE ECONOMY cluster on the Mississippi Gulf Coast, with special emphasis being placed on Gulfport's role in the development of that economic sector; and

WHEREAS, pursuant to resolution and findings dated March 17, 2020, the City Council of the City of Gulfport, Mississippi (the "Governing Authority"), adopted the findings and recommendations of SeaAhead, Inc., as contained in its narrative report entitled "A Narrative for the University of Southern Mississippi's Role in the Mississippi Gulf Coast's New Blue Economy" and, more particularly, Section III of the narrative entitled "Recommendations for Gulfport Cluster Initiatives" as a redevelopment plan for the City of Gulfport as it pursues commercial enterprises, industries, businesses and other appropriate entities which are engaged, directly or indirectly, in the City's growing BLUE ECONOMY; and

WHEREAS, in order to implement economic incentives to attract commercial development in support of the BLUE ECONOMY, the City must designate the geographic area within the City where those incentives will be made available and an area which, at a minimum includes the Mississippi Aquarium, the Mississippi State Port, USM's Marine Research Center and areas in need of redevelopment by commercial entities is considered to be appropriate for this purpose; and

WHEREAS, pursuant to resolution and findings dated April 3, 2018, the City Council of the City of Gulfport, Mississippi (the "Governing Authority"), acting for and on behalf of the City of Gulfport ("City"), pursuant to Sections 43-35-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time (the "Urban Renewal Act"), determined that a portion of the City more particularly described in **Exhibit A** hereto is (a) a blighted area and (b) the rehabilitation, conservation, redevelopment or combination thereof of such area or areas is necessary in the public health, safety, morals and welfare of the City (**The Quarters Historic Minority Business District and Empowerment Zone**); and

WHEREAS, pursuant to resolution and findings dated April 3, 2018, the City Council of the City of Gulfport, Mississippi (the "Governing Authority"), acting for and on behalf of the City of Gulfport ("City"), pursuant to Sections 43-35-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time (the "Urban Renewal Act"), determined that a portion of the City more particularly described in **Exhibit B** hereto is (a) a blighted area and (b) the rehabilitation, conservation, redevelopment or combination thereof of such area or areas is

necessary in the public health, safety, morals and welfare of the City (**The Downtown Urban Renewal Improvement District**); and

WHEREAS, pursuant to resolution and findings dated July 7, 2020, the City Council of the City of Gulfport, Mississippi (the "Governing Authority"), acting for and on behalf of the City of Gulfport ("City"), pursuant to Sections 43-35-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "Urban Renewal Act"), determined that a portion of the City more particularly described in **Exhibit C** hereto is (a) a blighted area and (b) the rehabilitation, conservation, redevelopment or combination thereof of such area or areas is necessary in the public health, safety, morals and welfare of the City (**The Greater Downtown Urban Renewal Improvement District**); and

WHEREAS, the three areas more particularly described in Exhibits A, B and C hereto are ideally situated for development and/or redevelopment in support of the BLUE ECONOMY and, for various purposes should be known, hereafter, as the BLUE ECONOMY INNOVATION DISTRICT within the City of Gulfport.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY 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 areas contained within the Downtown Urban Renewal Improvement District (as now configured or may be configured in the future), the Greater Downtown Urban Renewal Improvement District (as now configured or may be configured in the future) and The Quarters Historic Minority Business District and Empowerment Zone (as now configured or may be configured in the future) shall, collectively, comprise the BLUE ECONOMY INNOVATION DISTRICT within the City of Gulfport.

Section 3. That the City of Gulfport shall, through appropriate and statutorily authorized means, establish incentive programs encouraging development within the BLUE ECONOMY INNOVATION DISTRICT by commercial enterprises, industries, businesses and other appropriate entities in support of the burgeoning BLUE ECONOMY in the City of Gulfport.

Section 4. This Resolution shall be in effect immediately upon its passage and enactment according to law, or at the earliest date of effect under law, and shall be spread upon the minutes of the City's Governing Authority.

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

MAYOR

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

A RESOLUTION OF THE CITY COUNCIL OF THE MUNICIPALITY OF GULFPORT, MISSISSIPPI, DECLARING THE RESULT OF AN ELECTION DULY CALLED AND HELD ON THE 4TH DAY OF AUGUST, 2020, TO ASCERTAIN THE WILL OF THE QUALIFIED ELECTORS OF THE MUNICIPALITY OF GULFPORT, MISSISSIPPI, TOUCHING THEIR APPROVAL OF A CERTAIN ORDINANCE PASSED BY THE CITY COUNCIL OF THE MUNICIPALITY OF GULFPORT, MISSISSIPPI, ON THE 7TH DAY OF JULY, 2020, TITLED “AN ORDINANCE GRANTING A NON-EXCLUSIVE ELECTRIC FRANCHISE TO MISSISSIPPI POWER COMPANY, ITS SUCCESSORS, AND ASSIGNS, IN THE MUNICIPALITY OF GULFPORT, MISSISSIPPI, AND FOR RELATED PURPOSES

BE IT RESOLVED, by the City Council of the Municipality of Gulfport, Harrison County, Mississippi:

1. That on the 7th day of July, 2020, at the regular meeting of the City Council an ordinance was duly adopted by said City Council titled: “An Ordinance Granting a Non-Exclusive Electric Franchise to Mississippi Power Company, its Successors, and Assigns, in the Municipality of Gulfport, Mississippi.”
2. That it was provided in Section 16 thereof that such ordinance should take effect and be in force from and after its passage by the City Council and ratification by a majority of the qualified electors of the Municipality of Gulfport, Mississippi, voting thereon, at a special election to be called and held for such purposes and its due and legal publication according to law.
3. That the City Council on the 7th day of July, 2020, duly adopted a resolution calling an election to be held on the 4th day of August, 2020, to ascertain the will of the qualified electors of the Municipality of Gulfport, Mississippi, as to their approval or disapproval of such ordinance. A notice of special election thereon, including the ordinance as adopted, was duly

posted within the municipality and published as required by law in the Sun Herald and proof of publication thereof is attached hereto and incorporated herein as part of this Resolution.

4. That said election was duly held on the 4th day of August, 2020, and in all respects according to law, and due report thereof has been made and duly filed and is now on file in the proper office of the Municipality of Gulfport, Mississippi.

5. That in said election 901 qualified electors voted of which 821 voted for the approval of said ordinance and 80 voted against the approval of said ordinance, and that a majority of the qualified electors, voting thereon, approved said ordinance.

6. That all things legal, necessary, and proper for the holding of such election to ascertain the will of the qualified electors of the Municipality of Gulfport, Mississippi, as to the approval or disapproval of said ordinance have been done and performed according to law and that such ordinance titled “An Ordinance Granting a Non-Exclusive Electric Franchise to Mississippi Power Company, its Successors, and Assigns” has been duly approved and ratified by a majority of the qualified electors of the Municipality of Gulfport, Mississippi, voting thereon, and is now in full force and effect as an ordinance of the Municipality of Gulfport, Mississippi.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY 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. This Resolution shall be in effect immediately upon its passage and enactment according to law, or at the earliest date of effect under law, and shall be spread upon the minutes of the City’s Governing Authority.

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

MAYOR



Order Confirmation

Customer

GULFPORT CITY HALL

Customer Account

661565

Customer Address1410 24 TH AVENUE
GULFPORT MS 39501 USA**Customer Phone**

228-868-5705

Customer Fax**Sales Rep**

djantzen@mcclatchy.com

Payor Customer

GULFPORT CITY HALL

Payor Account

661565

Payor Address1410 24 TH AVENUE
GULFPORT MS 39501 USA**Payor Phone**

228-868-5705

Customer EMail

jversiga@gulfport-ms.gov

Order Taker

djantzen@mcclatchy.com

PO Number

207011

Payment Method

Invoice

Blind Box**Tear Sheets**

0

Proofs

0

Affidavits

1

Net Amount

\$95.16

Tax Amount

\$0.00

Total Amount

\$95.16

Payment Amount

\$0.00

Amount Due

\$95.16

Ad Order Number

0004695914

Order Source**Ordered By**

Jessica Versiga

Special Pricing**Invoice Text**

NOTICE OF SPECIAL ELECTION

Promo Type**Package Buy****Materials**

Ad Order Information

<u>Ad Number</u>	<u>Ad Type</u>	<u>Production Method</u>	<u>Production Notes</u>
0004695914-01	BLX-Legal Liner	AdBooker	

<u>External Ad Number</u>	<u>Ad Attributes</u>	<u>Ad Released</u>	<u>Pick Up</u>
		No	

<u>Ad Size</u>	<u>Color</u>
1 X 58 li	

<u>Product</u>	<u>Placement</u>	<u>Times Run</u>	<u>Schedule Cost</u>
BLX- SunHerald	0300 - Legals Classified	3	\$95.16

<u>Run Schedule Invoice Text</u>	<u>Position</u>
NOTICE OF SPECIAL ELECTION OF ELECTRIC F	0301 - Legals & Public Notices

Run Dates
07/16/2020, 07/23/2020, 07/30/2020

**NOTICE OF SPECIAL ELECTION OF
ELECTRIC FRANCHISE
MUNICIPALITY OF
GULFPORT, MISSISSIPPI**

Notice is hereby given to the qualified electors of the Municipality of Gulfport, Mississippi, that a special election shall be held in the Municipality of Gulfport, on Tuesday, the 4th day of August, 2020, on the following proposition:

PROPOSITION

Do you approve or disapprove of the action of the City Council of the Municipality of Gulfport, Mississippi, in adopting an ordinance entitled, "AN ORDINANCE GRANTING A NON-EXCLUSIVE ELECTRIC FRANCHISE TO MISSISSIPPI POWER COMPANY, ITS SUCCESSORS, AND ASSIGNS, IN THE MUNICIPALITY OF GULFPORT, MISSISSIPPI," whereby an electric franchise was granted to Mississippi Power Company, its successors, and assigns, as per the terms of said ordinance which was adopted by the City Council on the 7th day of July, 2020.

Said election will be held at the usual voting places in all precincts of the Municipality.

Said polling places will be open from the hour of seven o'clock a.m. until the hour of seven o'clock p.m. on said day. All qualified electors may vote at said election.

Said special election will be held pursuant to a Resolution of the City Council, adopted on the 7th day of July, 2020, calling a special election for the approval or disapproval of a majority of the qualified electors of the Municipality of Gulfport, Mississippi, of the action of the City Council in adopting an ordinance entitled, "AN ORDINANCE GRANTING A NON-EXCLUSIVE ELECTRIC FRANCHISE TO MISSISSIPPI POWER COMPANY, ITS SUCCESSORS, AND ASSIGNS, IN THE MUNICIPALITY OF GULFPORT, MISSISSIPPI."

A copy of said ordinance and proceedings whereby same was adopted is attached hereto as part of this notice.

Done by order of the City Council this the 7th day of July, A.D. 2020.

/s/ Gerard Bellocq
Gerard Bellocq
Clerk, Municipality of
Gulfport, Mississippi

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

A RESOLUTION BY THE GULFPORT CITY COUNCIL DECLARING CERTAIN AND VARIOUS VEHICLES, MACHINERY, EQUIPMENT, FURNISHINGS, AND OTHER ITEMS OF MUNICIPAL PERSONAL PROPERTY TO BE SURPLUS PROPERTY WHICH IS NO LONGER USED OR NEEDED BY THE MUNICIPALITY AND DECLARED TO HAVE NO VALUE TO THE MUNICIPALITY AND AUTHORIZING SALE OF SAID ITEMS OF MUNICIPAL PERSONAL PROPERTY, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport is in possession of certain and various vehicles, machinery, equipment and other items of Municipal personal property (as more fully outlined, described and delineated in the Memorandum of Lyman Seymour, Property Manager for the City of Gulfport, which is attached hereto as Exhibit “A”) that it desires to dispose of; and

WHEREAS, the aforementioned vehicles, machinery, equipment, furnishings and other items of Municipal personal property are no longer of any use to the City of Gulfport because of their age, condition, or other factors specific to each piece of personal property; and

WHEREAS, the Governing Authority of the City of Gulfport according to § 21-17-1 and § 17-25-25 of the Mississippi Code of 1972, as amended, is vested with authority to determine when personal property belonging to the municipality is surplus, and to make disposition thereof; and

WHEREAS, the City of Gulfport proposes to sell and/or auction the aforementioned vehicles, machinery, equipment and other items of Municipal personal property at a fair market value to be determined via public auction which is presently scheduled to be held on August 29, 2020; and

WHEREAS, the Governing Authority of the City of Gulfport finds that the listed vehicles, machinery, equipment, furnishings and other items of Municipal personal property as found in Exhibit “A” hereto are of no further value to the City of Gulfport due to their condition, age or other factors specific to each piece of personal property and further finds that the City of Gulfport is authorized to auction or sell these items to the highest bidder via public auction (or any other method authorized by statute) to ensure that fair market value is obtained therefore and further finds that it is in the best interest

of the City of Gulfport that the aforementioned vehicles, machinery, equipment and other items of personal property be hereby conveyed, sold and assigned as the same is surplus personal property belonging to 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 listed vehicles, machinery, equipment and other items of Municipal personal property, due to their age, condition, or other factors specific to each piece of personal property are hereby declared to be surplus personal property of the City of Gulfport, having no value to the City and being a burden to the City of Gulfport.

Section 3. That the listed vehicles, machinery, equipment, furnishings and other items of Municipal personal property be, and they are hereby authorized for auction for the highest prices bid, in accord with § 17-25-25 of the Mississippi Code of 1972, as amended, and the Mayor is hereby authorized and empowered to sign and execute any and all documents that may be required to record such transfer of the ownership of the various pieces of personal property with the sale or conveyance or transfer of the personal property conditioned upon the purchaser's agreement to take the items of personal property "as is" without any warranty or guarantee of any kind and to agree that it will hold the City of Gulfport harmless and indemnify the City from any claims related to the items of personal property that may arise after the sale and transfer of the personal property.

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 ready by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

MAYOR

Memo

To: Mayor Billy Hewes and City Council Members
From: Lyman Seymour, Property Manager
CC: Gerard Bellocq, Comptroller
Date: 08/06/20
Re: Declaration of Vehicles, Equipment, Furniture and etc. as Surplus Property

I am requesting that the attached list of Vehicles, Equipment, Furniture, and etc. to be placed on the Council Agenda for Tuesday August 18th, 2020. I am requesting that these items be declared surplus property of the City of Gulfport so they can be disposed of at public auction for the value that can be obtained. The next public auction is scheduled to be held on Saturday, August 29th, 2020 at the Long Beach Auto Auction located at 8494 County Farm Rd., Long Beach, Mississippi.

Vehicles Public Auction Saturday August 29th 2020

Asset #	Qty	Description	Serial # / VIN	Dept	Mileage	Reason
0003450	1	CROWN VICTORIA FORD 2006 POLICE PACK	2FAHP71W86X151646	213	126,886	Too costly to repair
0003471	1	CROWN VIC FORD 2007 POLICE PACKAGE 720A	2FAHP71W47X101795	213	138,007	Too costly to repair
0003480	1	CROWN VIC FORD 2006 POLICE PACK BLACK	2FAFP71W66X148946	213	70,683	Too costly to repair
0003493	1	CROWN VIC FORD 2006 POLICE PACKAGE 720A	2FAFP71W96X165756	213	174,766	Too costly to repair
0003622	1	CHARGER DODGE 2006 SILVER	2B3KA43G06H359974	213	82,305	Too costly to repair
0003786	1	CROWN VICTORIA FORD 2009 POLICE INTERCEP	2FAHP71V79X116933	213	127,919	Too costly to repair
0003847	1	SUV CHEV TAHOE 2011 POLICE PURSUIT BLACK	1GNLC2E05BR324284	213	144,032	Too costly to repair
0003855	1	SUV JEEP COMMANDER 2008 SPORT SILVER	1J8HH48K28C115369	213	110,382	Too costly to repair
0004022	1	TRUCK P/U CHEV SILVERADO 1500 2015 BLACK	3GCUKSEC4FG303572	213	37,467	Too costly to repair
0002909	1	SUV KIA SPORTAGE 2000 SILVER	KNDJB7235Y5658751	411	69,380	Too costly to repair
0002519	1	TRAILER TOPLINE 6.4' X 16' UTILITY 1994	4794STC	335	N/A	Worn out
0002325	1	TRAILER AIR COMPRESSOR JOHN DEERE 1999	603809	335	1,580	overaged/worn out
0002531	1	TRAILER CHIEF 6'10" X 12' UTILITY 1994	4JBUR121XR1000048	335	N/A	Replaced with new one
0001934	1	TRUCK P/U FORD RANGER 1994	1FTCR10X6RUC37989	411	N/A	Too costly to repair
0002551	1	TRUCK CHEV MD40/60 KODIAK 1996 DUMP	1GBL7H1J2TJ107276	335	120,100	Too costly to repair
0002572	1	TRUCK P/U GMC SIERRA 3500 1998 CREW CAB	1GTGC33R1WF032155	335	186,700	High mileage
0001170	1	TRUCK P/U FORD F-250 1998	1FTRF2762WNA69943	335	186,000	Bad Engine
0002315	1	TRUCK P/U FORD F-350 1995 CREW CAB	1FTJW35H6SEA65167	335	201,120	High mileage
0002370	1	TRUCK P/U FORD F-450 2005 CREW CAB BLUE	1FDXW46P45EB86480	335	135,300	Bad Engine
0002434	1	TRUCK P/U GMC CANYON 2006 EXT CAB WHITE	1GTCS198768230473	335	161,000	Bad Engine
0002435	1	TRUCK P/U GMC CANYON 2006 EXT CAB WHITE	1GTCS198268231093	335	127,000	beyond useful life
0002702	1	TRUCK P/U CHEV SILVERADO 1500 2003	1GCEK14X63Z338547	335	250,800	Blown Engine
0003567	1	TRUCK P/U FORD RANGER 2009	1FTYR14D89PA25745	335	200,550	Bad Engine
0002334	1	TRUCK INTERNATIONAL 2554 VAC-CON 2000	1HTGBAAR6YH284455	335	77,067	engine bad
0002386	1	VAN DODGE ARIES SPRINTER 3500 2006 BLUE	WD0PD544765948363	335	68,500	Too costly to repair
0003464	1	SUV FORD EXPEDITION 2006 XLT RED	1FMPU16556LA97209	290	N/A	Too costly to repair

Machinery and Equipment Public Auction Saturday August 29th 2020

Asset #	Qty	Description	Serial number	Dept
2666	1	JOHN DEERE UTILITY VEHICLE	W004X2X105144	411
2680	1	MOWER	TC2653T010709	411
2684	1	JOHN DEERE UTILITY VEHICLE	S270000892	411
2905	1	JOHN DEERE PROGATOR	1TC203ATKDT070445	411
5146	1	CLOSED HUTCH	N/A	411
5171	1	DESK EXECUTIVE	N/A	411
5175	1	CREDENZA STORAGE	N/A	411
6742	1	AIR CONDITIONER	N/A	411
10786	1	Paper Shredder	220020528A0010004819	335
11990	1	Air Bag (Biggun)		290
12149	1	SCANNER HANDHELD BAR CODE SYMBOL	CA0009244H	150
12150	1	SCANNER HANDHELD BARCODE SYMBOL	SA0009284Y	150
12152	1	SCANNER HANDHELD BARCODE SYMBOL	SA0009538P	150
12211	1	rotary cutter	4	411
12318	1	printer	MY38N3B1KG	411
12517	1	PRINTER HP LASERJET 1300	CNBKD12321	150
13032	1	MONITOR DELL 19" 1905FP	CN0T611671618534ACUA	150
13033	1	Photo Scanner	VRY3A51110419	335
13117	1	MONITOR GATEWAY 700G	MRB5650N14285	150
14583	1	safe	S778959	411
14602	1	TV	F436E5607	411
14778	1	back pack blower	AX1761101	411
15771	1	RADIO MOBILE	389171	411
16059	1	MICROWAVE	69-73E05630-007520	411
16430	1	Dewalt 18V Cut off wheel	N/A	213
16431	1	Dewalt 18V XRP Circular Saw	N/A	213
17261	1	LAPTOP DELL INSPIRON 1520 PP22L	FD1 146319442211	150

17541	1	Laserjet Printer	N/A	213
17557	1	DVD Recorder/Video Cassette Recorder	608INBS382709	213
17655	1	Lexmark printer	CCAI13LP0150T2	213
17713	1	Rocket (Camera system)	X17-032-036	213
17989	1	pressure washer	0617179959-LT	411
18559	1	PRINTER HP DESKJET 6940	SG73L11014	150
18624	1	CPU HP DC7800 CMT DUO E6500 DVD+RW	MXL8110XV6	150
18670	1	SCANNER HANDHELD BARCODE SYMBOL	T360000600699	150
18704	1	MONITOR HP 22" LCD W2207 FLAT PANEL DISP	CND727123L	150
18859	1	CPU HP ELITEDESK 800 G3 TOWER I5-7500	2UA7162DQ3	150
19798	1	CHAIR CADDY		411
20100	1	Intoxilyser	N/A	213
20152	1	Digital Camera	KCGHA80226438	213
20182	1	Intoxilyser	N/A	213
20195	1	Dewalt 18V XRP Circular Saw	N/A	213
20204	1	refrigerator	RA7539168	411
20267	1	POPCORN MACHINE	5C51391	411
21170	1	RW420 Printer	RW-420	213
21171	1	RW420 Printer	RW-420	213
21172	1	RW420 Printer	RW-420	213
21173	1	RW420 Printer	RW-420	213
21174	1	RW420 Printer	RW-420	213
21175	1	RW420 Printer	RW-420	213
21176	1	RW420 Printer	RW-420	213
21177	1	RW420 Printer	RW-420	213
21179	1	RW420 Printer	RW-420	213
21180	1	RW420 Printer	RW-420	213
21181	1	RW420 Printer	RW-420	213
21182	1	RW420 Printer	RW-420	213
21183	1	RW420 Printer	RW-420	213
21184	1	RW420 Printer	RW-420	213
21185	1	RW420 Printer	RW-420	213

21195	1	Charger	21950808501	213
21441	1	Push mower	11A-074E065183617	335
21459	1	VIN Etching System	N-A	335
21468	1	Printer	7JTJWE03783	335
21543	1	DRILL HAMMER DRIVER 1/2"	966361	411
21643	1	LAPTOP HP COMPAQ 6730B	CNU8502SC	150
21748	1	MONITOR HP 17" L1710 FLAT PANEL DISPLAY	CNC819RBX5	150
21826	1	CALCULATOR	N/A	411
21885	1	FAX		411
22002	1	Handheld Radar (RETIRED)	7893	213
22021	1	LAPTOP DELL LATITUDE E4200 INTEL	4BXHRJ1	150
22040	1	MONITOR HP 17" L1710 FLAT PANEL DISPLAY	3CQ8424LFW	150
22051	1	LAPTOP PANASONIC TOUGHBOOK CF74 SEMI-RUG	9EKYA63461	150
22084	1	LAPTOP PANASONIC TOUGHBOOK CF33	9CKUA45619	150
22091	1	LAPTOP DELL LATITUDE E4200 INTEL	CBXHRJ1	150
22151	1	Mower	2013298143	411
22303	1	Cordless Reciprocating Saw	FS1800RS	335
22304	1	Cordless Circular Saw	FS1800CS	335
22345	1	Dewalt 1/2" Hammer Drill	17380	213
22541	1	SCANNER DOCUMENT CANON DR-5010C COLOR	DD311608	150
22778	1	MONITOR SAMSUNG 21.5" LCD 2233SW	CM22H9LS315401E	150
22819	1	RADIO MARINE	15509	411
23071	1	UPS TRIPP-LITE INTERNET 550SER	9742CY0BC596000923	150
23243	1	PRINTER HP LASERJET PRO M477FNW WIRELESS	VNB8JB92M4	150
23423	1	Ice Machine		290
23561	1	CHAIR RACK		411
23562	1	CHAIR RACK		411
23700	1	CPU HP DC7900 DUO E8500 DVD+RW	2UA9281J5X	150
23714	1	CPU HP DC7900 DUO E8500 DVD+RW	2UA9281J48	150
23715	1	CPU HP DC7900 DUO E8500 DVD+RW	2UA9281J6L	150
23768	1	PRINTER HP LASERJET P4015N	SJPDF225718	150
23778	1	LAPTOP PANASONIC TOUGHBOOK CF30 RUGGED	CF-30CTSAZBM	150

23893	1	MONITOR HP 22" LCD LE2201W FLAT PANEL	CNK13304KT	150
23905	1	UPS BATTERY BACKUP APC PRO 1000	3B1143X05823	150
24074	1	RW420 Printer	RW-420	213
24075	1	RW420 Printer	RW-420	213
24076	1	RW420 Printer	RW-420	213
24077	1	RW420 Printer	RW-420	213
24078	1	RW420 Printer	RW-420	213
24079	1	RW420 Printer	RW-420	213
24080	1	RW420 Printer	RW-420	213
24081	1	RW420 Printer	RW-420	213
24082	1	RW420 Printer	RW-420	213
24083	1	RW420 Printer	RW-420	213
24084	1	RW420 Printer	RW-420	213
24085	1	RW420 Printer	RW-420	213
24086	1	RW420 Printer	RW-420	213
24087	1	RW420 Printer	RW-420	213
24088	1	RW420 Printer	RW-420	213
24089	1	RW420 Printer	RW-420	213
24090	1	RW420 Printer	RW-420	213
24091	1	RW420 Printer	RW-420	213
24092	1	RW420 Printer	RW-420	213
24093	1	RW420 Printer	RW-420	213
24126	1	MONITOR HP 17" L1710 FLAT PANEL DISPLAY	SCN919RPWS	150
24131	1	SERVER DELL POWEREDGE R710	53SPVH1	150
24139	1	MONITOR HP 24" LCD LA2405WG WIDESCREEEN	S3CQ9263YZB	150
24140	1	MONITOR HP 24" LCD LA2405WG WIDESCREEEN	S3CQ9263YZ6	150
24172	1	LAPTOP PANASONIC TOUGHBOOK CF52	9L TSA90538	150
24207	1	In-Car Video System	K9TAA0159	213
24211	1	In-Car Video System	K9TAA0315	213
24216	1	In-Car Video System	K9TAA0340	213
24217	1	In-Car Video System	K9TAA0319	213
24219	1	Arbitrator 360	K9TAA0172	335

24225	1	In-Car Video System	K9TAA0138	213
24226	1	In-Car Video System	K9TAA0171	213
24227	1	In-Car Video System	K9TAA0117	213
24230	1	RW420 Printer	RW-420	213
24231	1	In-Car Video System	K9TAA0128	213
24232	1	RW420 Printer	RW-420	213
24235	1	RW420 Printer	RW-420	213
24237	1	RW420 Printer	RW-420	213
24238	1	In-Car Video System	L9TAA0394	213
24239	1	RW420 Printer	RW-420	213
24241	1	RW420 Printer	RW-420	213
24242	1	RW420 Printer	RW-420	213
24243	1	RW420 Printer	RW-420	213
24244	1	RW420 Printer	RW-420	213
24245	1	RW420 Printer	RW-420	213
24247	1	In-Car Video System	K9TAA0322	213
24248	1	In-Car Video System	K9TAA0318	213
24252	1	In-Car Video System	K9TAA0161	213
24256	1	In-Car Video System	K9TAA0141	213
24257	1	In-Car Video System	K9TAA0313	213
24260	1	In-Car Video System	K9TAA0245	213
24263	1	In-Car Video System	K9TAA0137	213
24269	1	In-Car Video System	K9TAA0248	213
24270	1	In-Car Video System	K9TAA0311	213
24272	1	In-Car Video System	K9TAA0189	213
24276	1	In-Car Video System	K9TAA0071	213
24300	1	RW420 Printer	RW-420	213
24301	1	RW420 Printer	RW-420	213
24303	1	RW420 Printer	RW-420	213
24304	1	RW420 Printer	RW-420	213
24305	1	RW420 Printer	RW-420	213
24306	1	RW420 Printer	RW-420	213

24307	1	RW420 Printer	RW-420	213
24308	1	RW420 Printer	RW-420	213
24309	1	RW420 Printer	RW-420	213
24310	1	RW420 Printer	RW-420	213
24311	1	RW420 Printer	RW-420	213
24312	1	RW420 Printer	RW-420	213
24313	1	RW420 Printer	RW-420	213
24314	1	RW420 Printer	RW-420	213
24315	1	RW420 Printer	RW-420	213
24316	1	RW420 Printer	RW-420	213
24317	1	RW420 Printer	RW-420	213
24318	1	RW420 Printer	RW-420	213
24319	1	RW420 Printer	RW-420	213
24320	1	RW420 Printer	RW-420	213
24321	1	RW420 Printer	RW-420	213
24322	1	RW420 Printer	RW-420	213
24323	1	RW420 Printer	RW-420	213
24324	1	RW420 Printer	RW-420	213
24325	1	RW420 Printer	RW-420	213
24326	1	RW420 Printer	RW-420	213
24327	1	RW420 Printer	RW-420	213
24328	1	RW420 Printer	RW-420	213
24329	1	RW420 Printer	RW-420	213
24331	1	RW420 Printer	RW-420	213
24332	1	RW420 Printer	RW-420	213
24333	1	RW420 Printer	RW-420	213
24334	1	RW420 Printer	RW-420	213
24335	1	RW420 Printer	RW-420	213
24336	1	RW420 Printer	RW-420	213
24337	1	RW420 Printer	RW-420	213
24338	1	RW420 Printer	RW-420	213
24339	1	RW420 Printer	RW-420	213

24340	1	RW420 Printer	RW-420	213
24341	1	RW420 Printer	RW-420	213
24342	1	RW420 Printer	RW-420	213
24343	1	RW420 Printer	RW-420	213
24345	1	RW420 Printer	RW-420	213
24346	1	RW420 Printer	RW-420	213
24348	1	RW420 Printer	RW-420	213
24349	1	RW420 Printer	RW-420	213
24350	1	RW420 Printer	RW-420	213
24351	1	RW420 Printer	RW-420	213
24352	1	RW420 Printer	RW-420	213
24353	1	RW420 Printer	RW-420	213
24354	1	In-Car Video System	L9TAA0381	213
24358	1	In-Car Video System	L9TAA0391	213
24361	1	In-Car Video System	L9TAA0473	213
24363	1	RW420 Printer	RW-420	213
24364	1	RW420 Printer	RW-420	213
24365	1	RW420 Printer	RW-420	213
24366	1	RW420 Printer	RW-420	213
24367	1	RW420 Printer	RW-420	213
24368	1	RW420 Printer	RW-420	213
24369	1	RW420 Printer	RW-420	213
24370	1	RW420 Printer	RW-420	213
24371	1	RW420 Printer	RW-420	213
24372	1	RW420 Printer	RW-420	213
24373	1	In-Car Video System	L9TAA0469	213
24374	1	RW420 Printer	RW-420	213
24375	1	RW420 Printer	RW-420	213
24376	1	RW420 Printer	RW-420	213
24377	1	RW420 Printer	RW-420	213
24379	1	RW420 Printer	RW-420	213
24380	1	RW420 Printer	RW-420	213

24381	1	RW420 Printer	RW-420	213
24382	1	RW420 Printer	RW-420	213
24383	1	RW420 Printer	RW-420	213
24384	1	RW420 Printer	RW-420	213
24385	1	RW420 Printer	RW-420	213
24700	1	RW420 Printer	RW-420	213
24701	1	RW420 Printer	RW-420	213
24702	1	In-Car Video System	IOTAA0054	213
24703	1	RW420 Printer	RW-420	213
24705	1	RW420 Printer	RW-420	213
24706	1	In-Car Video System	IOTAA0037	213
24708	1	RW420 Printer	RW-420	213
24709	1	RW420 Printer	RW-420	213
24710	1	RW420 Printer	RW-420	213
24711	1	RW420 Printer	RW-420	213
24712	1	RW420 Printer	RW-420	213
24713	1	RW420 Printer	RW-420	213
24714	1	RW420 Printer	RW-420	213
24715	1	RW420 Printer	RW-420	213
24716	1	RW420 Printer	RW-420	213
24717	1	RW420 Printer	RW-420	213
24718	1	RW420 Printer	RW-420	213
24719	1	RW420 Printer	RW-420	213
24720	1	RW420 Printer	RW-420	213
24721	1	RW420 Printer	RW-420	213
24722	1	RW420 Printer	RW-420	213
24723	1	RW420 Printer	RW-420	213
24724	1	RW420 Printer	RW-420	213
24725	1	RW420 Printer	RW-420	213
24726	1	RW420 Printer	RW-420	213
24727	1	RW420 Printer	RW-420	213
24728	1	RW420 Printer	RW-420	213

24729	1	RW420 Printer	RW-420	213
24730	1	RW420 Printer	RW-420	213
24731	1	RW420 Printer	RW-420	213
24732	1	RW420 Printer	RW-420	213
24733	1	RW420 Printer	RW-420	213
24734	1	RW420 Printer	RW-420	213
24735	1	RW420 Printer	RW-420	213
24736	1	RW420 Printer	RW-420	213
24737	1	RW420 Printer	RW-420	213
24738	1	RW420 Printer	RW-420	213
24739	1	RW420 Printer	RW-420	213
24794	1	IMMOBILIZER BOOT RHINO	4107	411
24885	1	EDGER STICK	S575612012810	411
24886	1	EDGER STICK	S575612012812	411
25132	1	LAPTOP PANASONIC TOUGHBOOK CF52	1ATSA89427	150
25161	1	MONITOR HP 19" LCD LA1951G	CNC048QJ0L	150
25176	1	MONITOR HP 19" LA1905WG WIDESCREEEN	CNC1020PN9	150
25200	1	Sit down pedal machine (stored in old elect. shop)		213
25203	1	Eliptical Machine (stored in old elect. shop)		213
25408	1	In-Car Video System	H0TAA0572	213
25409	1	In-Car Video System	10TAA0409	213
25412	1	In-Car Video System	H0TAA0511	213
25413	1	In-Car Video System	H0TAA0538	213
25414	1	In-Car Video System	I0TAA0041	213
25415	1	RW420 Printer	RW-420	213
25416	1	RW420 Printer	RW-420	213
25417	1	RW420 Printer	RW-420	213
25418	1	RW420 Printer	RW-420	213
25419	1	RW420 Printer	RW-420	213
25420	1	RW420 Printer	RW-420	213
25421	1	RW420 Printer	RW-420	213
25422	1	RW420 Printer	RW-420	213

25423	1	RW420 Printer	RW-420	213
25424	1	RW420 Printer	RW-420	213
25425	1	RW420 Printer	RW-420	213
25426	1	RW420 Printer	RW-420	213
25427	1	RW420 Printer	RW-420	213
25428	1	RW420 Printer	RW-420	213
25429	1	RW420 Printer	RW-420	213
25430	1	RW420 Printer	RW-420	213
25431	1	RW420 Printer	RW-420	213
25432	1	RW420 Printer	RW-420	213
25433	1	RW420 Printer	RW-420	213
25434	1	RW420 Printer	RW-420	213
25435	1	RW420 Printer	RW-420	213
25436	1	RW420 Printer	RW-420	213
25439	1	Garmin GPS	nuvi 1350	213
25440	1	In-Car Video System	I0TAA0068	213
25447	1	In-Car Video System	J9TAA0182	213
25471	1	In-Car Video System	B0TAA0205	213
25472	1	In-Car Video System	J9TAA0150	213
25492	1	In-Car Video System	KIA00923	213
25599	1	VACUUM	930004719	411
25612	1	LAPTOP LENOVO THINKPAD T420 4178 4 GB	R8AKGR	150
25616	1	LAPTOP LENOVO THINKPAD T420 4178 4 GB	R8A8KEZ	150
25619	1	LAPTOP LENOVO THINKPAD T420 4178 4 GB	1S41786VUR8A8KDR	150
25630	1	LAPTOP HP ELITEBOOK 8650W	4CZ1340LJR	150
25631	1	LAPTOP HP ELITEBOOK 8656W	4CZ1340LJP	150
25634	1	SCANNER HANDHELD BARCODE SYMBOL	S1115800505463	150
25640	1	LAPTOP PANASONIC TOUGHBOOK CF53	1ITYA27751	150
25652	1	LAPTOP HP ELITEBOOK 8560W	4CZ13800PG	150
25666	1	UPS SMART XL2200VA TOWER APC	AS1129243166	150
25667	1	UPS BATTERY BACKUP APC SMART XL 48V	5S1149T10826	150
25671	1	SCANNER BARCODE MOTOROLA DS6708	1134700516977	150

25672	1	SCANNER BARCODE MOTOROLA DS6708	11374700516689	150
25673	1	SCANNER BARCODE MOTOROLA DS6708	1134700516913	150
25696	1	MONITOR HP 20" LED LCD LV2011	CNC214P2XH	150
25748	1	back pack blower	P31212131232	411
25749	1	back pack blower	P31212131241	411
25750	1	back pack blower	P31212131255	411
25754	1	EDGER STICK	S71412003925	411
25756	1	Edger Stick	T42912006395	411
25757	1	Edger Stick	T42912006414	411
25761	1	Trimmer String	T42312001744	411
25762	1	Trimmer String	T42312001743	411
25763	1	Trimmer String	T42312001731	411
25962	1	BLOWER	2011330103	411
26014	1	MONITOR HP 22" LCD LE2201W FLAT PANEL	CNK13905N8	150
26033	1	Intoxilyzer (PBT)	N/A	213
26216	1	CPU DELL PRECISION T3500 WORKSTATION	00186161022176	150
26217	1	DELL MONITER	CXN-0C730C-71623-22R-2542	213
26316	1	MONITOR HP 20" LED LCD LV2011	CNC214P25X	150
26367	1	LAPTOP DELL LATITUDE E6530 CTO	JCQTYW1	150
26386	1	CPU HP COMPAQ 8300 ELITE MINITOWER	MXL3180KYB	150
26509	1	back pack blower	288163457	411
26562	1	Kombi	41800115302	411
26625	1	CPU HP COMPAQ 8300 ELITE MINITOWER	MXL3190ZLT	150
26627	1	CPU HP COMPAQ 8300 ELITE MINITOWER	MXL3190ZM4	150
26628	1	CPU HP COMPAQ 8300 ELITE MINITOWER	MXL3190ZLR	150
26629	1	CPU HP COMPAQ 8300 ELITE MINITOWER	MXL3190ZLV	150
26630	1	CPU HP COMPAQ 8300 ELITE MINITOWER	MXL3190ZM1	150
26631	1	CPU HP COMPAQ 8300 ELITE MINITOWER	MXL3190ZLX	150
26639	1	CPU HP COMPAQ 8300 ELITE I7-3770 16GB	MXL31913BQ	150
26643	1	CPU HP COMPAQ 8300 ELITE I7-3770 16GB	MXL31913BX	150
26670	1	MONITOR HP 24" LED LCD LA2405X	CN431200W4	150
26695	1	CPU HP COMPAQ 8300 ELITE MINITOWER	MXL32102ND	150

26765	1	LEXMARK PRINTER	N/A	213
26800	1	CPU HP COMPAQ 8300 ELITE MINITOWER	MXL32102MY	150
26802	1	CPU HP COMPAQ 8300 ELITE MINITOWER	MXL32102MW	150
26804	1	CPU HP COMPAQ 8300 ELITE MINITOWER	MXL32102NF	150
26805	1	CPU HP COMPAQ 8300 ELITE MINITOWER	MXL32102MT	150
26807	1	CPU HP COMPAQ 8300 ELITE MINITOWER	MXL32102N7	150
26808	1	CPU HP COMPAQ 8300 ELITE MINITOWER	MXL32102NC	150
26809	1	CPU HP COMPAQ 8300 ELITE MINITOWER	MXL32102NL	150
26815	1	CPU HP COMPAQ 8300 ELITE MINITOWER	MXL32102N9	150
26823	1	CPU HP COMPAQ 8300 ELITE MINITOWER	MXL32118GS	150
26844	1	MONITOR HP 21.5" LED LCD LA2206XC	3CQ3171TJ3	150
26865	1	MONITOR HP 21.5" LED LCD LA2206XC	3CQ3171THG	150
26881	1	DVD DUPLICATOR	DD1051013KS01	150
26882	1	CPU HP COMPAQ 8300 ELITE MINITOWER	MXL323228G	150
26883	1	CPU HP COMPAQ 8300 ELITE MINITOWER	MXL323228Q	150
26885	1	CPU HP COMPAQ 8300 ELITE MINITOWER	MXL323228F	150
26889	1	CPU HP COMPAQ 8300 ELITE MINITOWER	MXL323228C	150
26890	1	CPU HP COMPAQ 8300 ELITE MINITOWER	MXL3232286	150
26916	1	PRINTER HP LASERJET P3015X	VNB3Y65083	150
26919	1	CPU HP COMPAQ 8300 ELITE MINITOWER	MXL325152L	150
26924	1	CPU HP COMPAQ 8300 ELITE MINITOWER	MXL325152V	150
26933	1	CPU HP COMPAQ 8300 ELITE MINITOWER	MXL32512W	150
26934	1	CPU HP COMPAQ 8300 ELITE MINITOWER	MXL3251531	150
26935	1	CPU HP COMPAQ 8300 ELITE MINITOWER	MXL325152S	150
26941	1	CPU HP COMPAQ 8300 ELITE MINITOWER	MXL325152P	150
26942	1	CPU HP COMPAQ 8300 ELITE MINITOWER	MXL325152Z	150
26947	1	CPU HP COMPAQ 8300 ELITE MINITOWER	MXL3260RM4	150
26950	1	CPU HP COMPAQ 8300 ELITE MINITOWER	MXL3260RMD	150
26951	1	CPU HP COMPAQ 8300 ELITE MINITOWER	MXL3260RMJ	150
26976	1	MONITOR HP 21.5" LED LCD LA2206XC	3CQ32129KN	150
26980	1	MONITOR HP 21.5" LED LCD LA2206XC	3CQ3219ZR	150
26991	1	MONITOR HP 21.5" LED LCD LA2206XC	3CQ32129ZC	150

26992	1	MONITOR HP 21.5" LED LCD LA2206XC	3CQ32110CR	150
26995	1	MONITOR HP 21.5" LED LCD LA2206XC	3CQ32129MS	150
26996	1	MONITOR HP 21.5" LED LCD LA2206XC	3CQ32129MM	150
27004	1	CPU HP COMPAQ 8300 ELITE MINITOWER	MXL3271517	150
27006	1	MONITOR HP 21.5" LED LCD LA2206XC	3CQ32129ZY	150
27007	1	MONITOR HP 21.5" LED LCD LA2206XC	3CQ32112C4	150
27008	1	MONITOR HP 21.5" LED LCD LA2206XC	3CQ32112BQ	150
27010	1	MONITOR HP 21.5" LED LCD LA2206XC	3CQ32112CF	150
27018	1	MONITOR HP 21.5" LED LCD LA2206XC	3CQ32129FZ	150
27023	1	MONITOR HP 21.5" LED LCD LA2206XC	3CQ32110NS	150
27025	1	MONITOR HP 21.5" LED LCD LA2206XC	3CQ3212B0X	150
27026	1	MONITOR HP 21.5" LED LCD LA2206XC	3CQ32129MT	150
27029	1	MONITOR HP 21.5" LED LCD LA2206XC	3CQ3212JCK	150
27033	1	MONITOR HP 21.5" LED LCD LA2206XC	3CQ3212J57	150
27037	1	MONITOR HP 21.5" LED LCD LA2206XC	3CQ32129TT	150
27058	1	MONITOR HP 21.5" LED LCD LA2206XC	3CQ3212J4R	150
27063	1	MONITOR HP 21.5" LED LCD LA2206XC	3CQ32129MF	150
27070	1	MONITOR HP 21.5" LED LCD LA2206XC	3CQ3212JBD	150
27078	1	MONITOR HP 21.5" LED LCD LA2206XC	3CQ32110J6	150
27079	1	MONITOR HP 21.5" LED LCD LA2206XC	3CQ32129KW	150
27091	1	MONITOR HP 21.5" LED LCD LA2206XC	3CQ32112BV	150
27092	1	MONITOR HP 21.5" LED LCD LA2206XC	3CQ32112B7	150
27094	1	MONITOR HP 21.5" LED LCD LA2206XC	3CQ3212B01	150
27130	1	label maker	1750283-2436683	411
27132	1	SAFE SENTRY	BW514121	411
27167	1	CASH REGISTER	43063339	411
27179	1	pressure washer	1021996954	411
27201	1	MONITOR HP 24" LED LCD LA2405X	CN43171LP9	150
27206	1	MONITOR HP 24" LED LCD LA2405X	CN43190NRS	150
27216	1	MONITOR HP 24" LED LCD LA2405X	CN43190NR2	150
27218	1	LAPTOP LENOVO B590 2.3GHz CORE I3 15.6"	WB11377255	150
27221	1	CPU HP COMPAQ 8300 ELITE MINITOWER	MXL327151T	150

27222	1	CPU HP COMPAQ 8300 ELITE MINITOWER	MXL327151M	150
27224	1	CPU HP COMPAQ 8300 ELITE MINITOWER	MXL3271515	150
27226	1	LAPTOP LENOVO B590 2.3GHz CORE I3 15.6"	WB11377266	150
27228	1	LAPTOP LENOVO B590 2.3GHz CORE I3 15.6"	WB11377252	150
27231	1	CPU HP COMPAQ 8300 ELITE MINITOWER	MXL327151C	150
27233	1	CPU HP COMPAQ 8300 ELITE MINITOWER	MXL327151J	150
27234	1	CPU HP COMPAQ 8300 ELITE MINITOWER	MXL327151D	150
27236	1	CPU HP COMPAQ 8300 ELITE MINITOWER	MXL327151B	150
27239	1	MONITOR HP 21.5" LED LCD LA2206XC	3CQ32129FB	150
27240	1	MONITOR HP 21.5" LED LCD LA2206XC	3CQ32110JD	150
27242	1	CPU HP COMPAQ 8300 ELITE MINITOWER	MXL3271513	150
27246	1	CPU HP COMPAQ 8300 ELITE MINITOWER	MXL327152	150
27248	1	CPU HP COMPAQ 8300 ELITE MINITOWER	MXL32715H	150
27249	1	CPU HP COMPAQ 8300 ELITE MINITOWER	MXL32751S	150
27251	1	MONITOR HP 21.5" LED LCD LA2206XC	3CQ32129FC	150
27267	1	MONITOR HP 21.5" LED LCD LA2206XC	3CQ32129KT	150
27283	1	MONITOR HP 21.5" LED LCD LA2206XC	3CQ32129ZF	150
27284	1	MONITOR HP 21.5" LED LCD LA2206XC	3CQ32110JW	150
27291	1	MONITOR HP 21.5" LED LCD LA2206XC	3CQ3212B0L	150
27307	1	MONITOR HP 21.5" LED LCD LA2206XC	3CQ33304F2	150
27308	1	MONITOR HP 21.5" LED LCD LA2206XC	3CQ33304L8	150
27313	1	MONITOR HP 21.5" LED LCD LA2206XC	3CQ33304H5	150
27314	1	MONITOR HP 21.5" LED LCD LA2206XC	3CQ33304HD	150
27330	1	CPU HP COMPAQ 8300 ELITE MINITOWER	MXL3390ST4	150
27331	1	CPU HP COMPAQ 8300 ELITE MINITOWER	MXL3390ST0	150
27333	1	CPU HP COMPAQ 8300 ELITE MINITOWER	MXL3390ST2	150
27335	1	CPU HP COMPAQ 8300 ELITE MINITOWER	MXL3390SSX	150
27336	1	CPU HP COMPAQ 8300 ELITE MINITOWER	MXL3390SSV	150
27337	1	CPU HP COMPAQ 8300 ELITE MINITOWER	MXL3390SSW	150
27342	1	CPU HP COMPAQ 8300 ELITE MINITOWER	MXL3390ST6	150
27344	1	MONITOR HP 24" LED LCD LA2405X	CN43310NNJ	150
27365	1	LAPTOP TABLET ASUS TX300CA I7-3517U	D5N0C7027948187	150

27366	1	LAPTOP TABLET ASUS TX300CA I7-3517U	D5N0CY02762018G	150
27381	1	PRINTER LABEL DIRECT THERMAL ZEBRA GX420	30J133401714	150
27382	1	card printer	56C2136	411
27387	1	PRINTER HP OFFICEJET PRO 8100	CN41DFV0BW	150
27390	1	LAPTOP HP PROBOOK 440 G1 CORE I5 4200	2CE4110JF0	150
27398	1	LAPTOP LENOVO THINKPAD E540 15.6" DISPLA	1S20C600AAUSPF01FZ6M	150
27409	1	CPU HP ELITEDESK 800 G1 I5-4570 500GB 4G	2UA4281PRW	150
27411	1	CPU HP ELITEDESK 800 G1 I5-4570 500GB 4G	2UA4281PS4	150
27412	1	MONITOR ACER 22" LCD V225WL	5AA001419039904204	150
27428	1	LAPTOP PANASONIC TOUGHBOOK CF53	4FTYA11506	150
27429	1	LAPTOP PANASONIC TOUGHBOOK CF53	4FTYA11423	150
27430	1	PRINTER HP LASERJET PRO P1606D DUPLEX	VND3F66483	150
27455	1	MONITOR HP 21.5" LED LCD LA2206XC	CNK4460PSX	150
27480	1	MONITOR HP 24" LED E241I ELITEDISPLAY	CN45100703	150
27489	1	CPU POS ELO ITOUCH ALL IN ONE 19" INTEL	L14C010527	150
27513	1	Cannon Video Camera	XA10	213
27543	1	CPU DELL PRECISION T3600 MID TOWER WORK	H69JDZ1 /37384117885	150
27546	1	Keurig Coffee Maker	48.2300.2897198	213
28147	1	LAPTOP DELL LATITUDE E6530	BM75TZ1	150
28200	1	SERVER RACK DELL POWEREDGE R320	ST3D52D21/7326456445	150
28205	1	CPU DELL PRECISION T3600 MID TOWER WORK	H69GDZ1 /37383977917	150
28206	1	CPU DELL PRECISION T3600 MID TOWER WORK	H69F2DZ1/37383931261	150
28297	1	Stove	VF53548581	411
29020	1	CPU DELL PRECISION T3500 WORKSTATION	82MTLM1	150
29234	1	CPU HP ELITEDESK 800 G1 TOWER I5-4590	2UA5243808	150
29248	1	CPU HP ELITEDESK 800 G1 TOWER I5-4590	2UA5243807	150
29421	1	ACCESS POINT WIFI INDOOR UBIQUITI UAP-AC	44D9E7301D19	150
29422	1	ACCESS POINT WIFI INDOOR UBIQUITI UAP-AC	44D9E7301D34	150
29423	1	ACCESS POINT WIFI INDOOR UBIQUITI UAP-AC	44D9E7301DEC	150
29425	1	ACCESS POINT WIFI INDOOR UBIQUITI UAP-AC	44D9E7301E5C	150
29426	1	ACCESS POINT WIFI INDOOR UBIQUITI UAP-AC	44D9E7301E6A	150
29427	1	ACCESS POINT WIFI INDOOR UBIQUITI UAP-AC	44D9E7301E7B	150

29429	1	ACCESS POINT WIFI INDOOR UBIQUITI UAP-AC	44D9E7301DA4	150
29430	1	ACCESS POINT WIFI INDOOR UBIQUITI UAP-AC	44D9E7301D5B	150
29431	1	ACCESS POINT WIFI INDOOR UBIQUITI UAP-AC	44D9E7301E64	150
29468	1	ACCESS POINT WIFI INDOOR UBIQUITI UAP-AC	G44D9E7804E8A	150
29484	1	MONITOR HP 23.6" LED V241P SMART BUY	3CQ51814R7	150
29499	1	MONITOR HP 23.6" LED V241P SMART BUY	3CQ6101KNW	150
29635	1	UPS BATTERY BACKUP APC BACK-UPS 1080VA	3B1520X32103	150
29636	1	UPS BATTERY BACKUP APC BACK-UPS 1080VA	3B1520X32228	150
29637	1	UPS BATTERY BACKUP APC BACK-UPS 1080VA	3B1520X32218	150
29704	1	In-Car Video System	GOTAA0072	213
29705	1	In-Car Video System	GOTAA0354	213
29710	1	In-Car Video System	GOTAA0139	213
29711	1	In-Car Video System	GOTAA0222	213
29713	1	In-Car Video System	K9TAA0047	213
29714	1	In-Car Video System	GOTAA0071	213
29715	1	In-Car Video System	GOTAA0166	213
29716	1	In-Car Video System	K9TAA0047	213
29718	1	In-Car Video System	GOTAA0103	213
29722	1	In-Car Video System	GOTAA0326	213
30371	1	MONITOR HP 21.5" PRODISPLAY P222VA LED	CNK6480P4Q	150
30372	1	MONITOR HP 21.5" PRODISPLAY P222VA LED	6CM6500R0Z	150
30388	1	ACCESS POINT WIFI OUTDOOR UBIQUITI UAP-A	G44D9E7E014E1	150
30696	1	MONITOR HP 23.6" LED V241P SMART BUY	3CQ6182T4Q	150
34002	1	Throw Phone	N/A	335
35361	1	Samsung TV	B15G3CFL600450Z	213
0001160	1	TRUCK P/U FORD F-250 1995	1FTEF25N0SNA73279	335
0002197	1	Grill		290
0002327	1	Microwave		811
0002530	1	TRAILER CHIEF 6'10" X 12' UTILITY 1994	4JBUR1218R1000047	335
0002698	1	MOWER HEAD (FLAIL) TIGER 90 ROF	TRF90-2249	335
0006027	1	Kawasaki FA 130 PPV Fan		290
0006043	1	Honda Generator		290

0006107	1	Kawasaki FA 130 PPV Fan		290
0006112	1	Boxlight Projector		290
0006455	1	LIFT ROTARY SM-120 - CITY BARN		335
0007026	1	ATV YAMAHA RHINO YXR700 BLUE 2009	5Y4AM16Y09A014796	335
0009160	1	LASER	GD2377	335
0011459	1	Club car cart	RG0343341224	411
0011468	1	Club car cart	EG0421399012	411
0011469	1	Club car cart	EG0421399011	411
0012174	1	½” Harbor freight impact wrench asset # 12174		335
0012182	1	SCAN TOOL PEGISYS OTC 3825	C1VCCM43080034590	335
0012182	1	Pegisys Scan tool asset #12182		335
0012193	1	MICROWAVE OVEN	0	335
0013291	1	CHOP SAW	162555243	335
0013732	1	SAW CUT-OFF STHIL TS400 CUTQUIK 14"	165305542	335
0015747	1	10 key calculator		811
0015784	1	Folding table		811
0015794	1	10 key calculator		811
0015811	1	machine lette opener		811
0015817	1	CALCULATOR SHARP EL1197PIII	6D098303	335
0015817	1	10 key calculator		811
0015867	1	Folding table		811
0015869	1	Folding table		811
0016233	1	METER TESTER MASTER PTM	5130740	335
0016583	1	HP Printer		325
0016922	1	10 key calculator		811
0017160	1	K12 K950		290
0017199	1	10 key calculator		811
0018027	1	Air Bag Regulator Unit		290
0018470	1	Magic Chef Fridge		290
0018492	1	Air Bag (Lilun)		290
0020338	1	COPIER PRINTER FAX SCAN SAMSUNG SCX6320F	KRS1JC	335
0020338	1	Printer/scanner		325

0020351	1	SAW CUT-OFF STIHL TS420 CUTQUIK 14"	173976848	335
0020352	1	CHOP SAW	173931610	335
0020379	1	METER CLAMP FLUKE 375 600A AC/DC	18470091	335
0020394	1	WEEDEATER	290017554	335
0020480	1	GENERATOR	210127230216	335
0023087	1	Folding table		811
0023112	1	GENERATOR TROY-BILT 030378	1016517097	335
0023132	1	DRILL HAMMER 1/2" BOSCH CORDED	5001408	335
0023216	1	10 key calculator		811
0023220	1	CALCULATOR SHARP EL-1197PIII	7D002581	335
0023220	1	10 key calculator		811
0023242	1	10 key calculator		811
0023277	1	10 key calculator		811
0023296	1	Microwave		811
00236676	1	Grill		290
0025003	1	SCAN TOOL DIAGNOSTIC MODIS EEMS300STD	308HDM-008053	335
0025003	1	Modis Scan tool Asset # 0025003		335
0025012	1	AIR COMPRESSOR 30 GALLON 13 HP GAS	PLP12052601	335
0025013	1	A/C RECOVER, RECYCLE, RECHARGE MACHINE	601969	335
0025013	1	Robinair A/C Recovery machine ID# 0025013		335
0025024	1	GENERATOR TAYLOR 135KW	UL351613 / 16083	335
0025036	1	SMART MUTT MOBILE UNIVERSAL TRAILER TEST		335
0025036	1	MUTT trailer tester 9004A		335
0025639	1	Old Scanner		811
0025760	1	Trimmer String	T42312001735	411
0025908	1	Grill		290
0027602	1	EDGER	2344	335
0027603	1	EDGER	2345	335
0027604	1	EDGER	2358	335
0027630	1	TRIMMER STRING STIHL FS110	500574594	335
0027643	1	CHOP SAW	179430596	335
0027647	1	FAN BLOWER PORTABLE POWER CAT 1200XLB		335

0027666	1	JUMP STARTER SCHUMACHER ELECTRIC 750 AMP	1440	335
0028397	1	Grill		290
0028942	1	Grill		290
0029825	1	BATTERY JUMP STARTER SCHUMACHER 1200AMP	SWC1549	335
0029855	1	EDGER - STICK	508987099	335
0029861	1	GENERATOR RAVEN 6500 WATT 6500E PORTABLE	A1309003100	335
0030133	1	IMPACT WRENCH 1/2	C00739-2017	335
0082709	1	Lisle Pulley Puller 38850 shop asset # 082709.003		335
010914	1	3 ton Pittsburg low profile floor jack City ID# 010914-01		335
0163402	1	Folding table		811
029518	1	Bunn Coffee Maker		290
06124	1	Roper Washer		290
071409	1	Fireball Welding helmet P/N 234514 City ID# 071409-003		335
1015997	1	CONCRETE MIXER 1/3 CUYD	SM120-15	335
10344	1	Elect. PPV Fan		290
11991	1	Echo GT 1100 Trimmer		290
120709	1	ESI710 Battery Tester shop asset #120709-001		335
12560	1	Fan		290
13627	1	Manual Hydro Spreaders 10 Ton		290
14005	1	Manual Hydro Spreaders 10 Ton		290
14701	1	Power Stemer		290
14911	1	Grill		290
17084	1	Grill		290
17150	1	Grill		290
18058	1	Mako Compressor		290
18059	1	YamaKayo Generator PT6700DXE		290
18062	1	Honda Hurst Hydro Unit		290
18073	1	24' Extension Ladder		290
18492	1	6' Pike Pole		290
20821	1	10' Pike Pole		290
21230	1	2 6" Hard Suction		290
25908	1	Hurst Jaws of Life		290

27977	1	Elkhart piston Intake		290
28239	2	2 Mercury Outboard Motors		290
28330	1	Vantage Pro 631OC Weather Instrument		290
28343	1	Motorola Radius SN 778TS G1921		290
28344	1	Whirlpool Dryer SN M12951319		290
28420	1	Low Profile Strainer		290
29519	1	Solas Propeller 13.25" 17 Pitch		290
30464	1	Foam Valve Controller 1600 STD F13206 (2.0M)		290
30466	1	Lesson Foam Pro Motor C42D17N223C		290
30495	1	Emerson (Old Ass TV) 27" Flat V19556046		290
5899	1	Southern Comm. Radio SN 419SWJ0839		290
N/A	1	TRAIN CARTS	N/A	411
N/A	1	Mower	FJ180V-CS31-R	411
N/A	1	vacuum	8130	411
No tag	1	string weed eater	N/A	411
No tag	1	communication	7132452	411
No tag	1	vacuum	3071488	411
No tag	1	PORTABLE PICTHING MOUND	N/A	411
No tag	1	WHITE PORTABLE FENCING	N/A	411
No tag	1	POOL TABLE		411
No tag	1	PALLET JACK	N/A	411
No tag	1	TABLES 12 FOOT (15 EACH)		411
No tag	1	CHAIRS FOLDING (150 EACH)		411
No tag	1	HP Printer	N-A	335
No tag	1	Digital Camera	N-A	335
No tag	1	Jumper Cables (Quick Connect)	N/A	335
No tag	1	SL-20 (1st generation)	357678	335
No tag	1	Digital Camera	64A04653	335
No tag	1	SL-20 (1st generation)	266687	335
No tag	1	Stinger	187812	335
No tag	1	Stinger	116526	335
No tag	1	Flashlight	6222138	335

No tag	1	Digital Camera	KCGHA80226419	335
No tag	1	Digital Camera	KCFG72029575	335
No tag	1	Dual Battery Charger 18V	UD-18V2C	335
No tag	1	Video Recorder	N/A	335
No tag	1	Bose Pedestal (Evidence Sticker 11136)	023586922240389AC	335
No tag	1	HP Printer	TH54N6925T	335
No tag	1	SL-20 (1st generation)	357678	335
No tag	1	Paper Shredder	CRC32289	335
No tag	1	SL-20 (1st generation)	12030	335
No tag	1	Digital Camera	M037131103	335
No tag	1	Digital Camera	KCGHR83100728	335
No tag	1	Digital Camera	KCGHR83100720	335
No tag	1	HP Printer	CN43LF40RC	335
No tag	1	HP Printer	CN237BT0MC	335
No tag	1	12" Speaker	N/A	335
No tag	1	38" Riding Lawn Mower	1E1Q5B80204	335
No tag	1	Gas Mask & Bag	N/A	213
No tag	1	SL-20 (1st generation)	5486432	213
No tag	1	Digital Camera	M037131103	213
No tag	1	Digital Camera	KCGHR83100720	213
No tag	1	Digital Camera	KCGHR83100728	213
No tag	1	Digital Voice Recorder	N/A	213
No tag	1	Digital Voice Recorder	N/A	213
No tag	1	Digital Camera	30121644	213
No tag	1	Digital Voice Recorder	N/A	213
No tag	1	Digital Camera	KCGJN90900449	213
No tag	1	Stream Light (Halogen)	725696	213
No tag	1	Digital Voice Recorder	N/A	213
No tag	1	Intoxilyzer	N/A	213
No tag	1	SL-20 (1st generation)	427525	213
No tag	1	SL-20 (1st generation)	0C396439	213
No tag	1	SL-20 (1st generation)	370221	213

No tag	1	STINGER	874856	213
No tag	1	Electronic Charging Scale	168880057464	213
No tag	1	Amber Rotator Light 12VDC	N/A	213
No tag	1	Trendnet USB adapter (x18)	N/A	213
No tag	1	Digital Camera	N/A	213
No tag	1	Ink Black (1)	CB540AD	213
No tag	2	Ink Magenta (2)	CB543A	213
No tag	2	Ink Yellow (2)	CB542A	213
No tag	3	Ink Blue (3)	CB541A	213
No tag	1	SL-20 (1st generation)	4711124	213
No tag	1	SL-20 (1st generation)	489079	213
No tag	1	SL-20 (1st generation)	436091	213
No tag	1	SL-20 (1st generation)	413215	213
No tag	1	SL-20 (1st generation)	535992	213
No tag	1	SL-20 (1st generation)	556132	213
No tag	1	SL-20 (1st generation)	200668	213
No tag	1	SL-20 (1st generation)	400824	213
No tag	1	Digital Camera	8CA00539	213
No tag	1	Flash Cube	N/A	213
No tag	1	Flash Cube	10534434	213
No tag	1	Flash Cube	1062419	213
No tag	1	Nikon Camera	5473742	213
No tag	1	Dell Keyboard	CN-01HF2Y-71616-22P-1313-A00	213
No tag	1	HP Keyboard	BDAEB0BCP4L1VZ	213
No tag	1	HP Keyboard	BDAEB0BCP4X0D0	213
No tag	1	HP Keyboard	BDAEB0BCP4L1XC	213
No tag	1	DIGITAL SCALE	N/A	213
No tag	1	RECHARGEABLE BATTERY PACK	N/A	213
No tag	1	Dewalt 18V Flashlight	N/A	213
No tag	1	Weller Soldering gun	N/A	213
No tag	1	Dewalt 18V Flashlight	353608	213
No tag	1	Dewalt 18V Right Angle Drill	11714	213

No tag	3	(x3) Dewalt 18V Battery Chargers	N/A	213
No tag	6	(x6) Dewalt 18V Batteries	N/A	213
No tag	2	(x2) Dewalt 14V Battery Chargers	N/A	213
No tag	5	(x5) Dewalt 14V Batteries	N/A	213
No tag	1	Kodak Digital Camera	KCFG72029800	213
No tag	1	Kodak Digital Camera	KCGHA80226676	213
No tag	1	Nikon Camera	32192002	213
No tag	1	Titan Space Heater	971021	213
No tag	1	Garmin GPS Etrex Venture (GREEN)	77628448	213
No tag	1	Garmin GPS Etrex Venture (GREEN)	73848113	213
No tag	1	Garmin GPS Etrex Venture (GREEN)	77628437	213
No tag	1	Garmin GPS Etrex Venture (GREEN)	77628293	213
No tag	1	Garmin GPS Etrex Venture (GREEN)	77628446	213
No tag	1	Garmin GPS Etrex Venture (GREEN)	77628294	213
No tag	1	Garmin GPS Etrex Venture (GREEN)	77624359	213
No tag	1	Garmin GPS Etrex Venture (GREEN)	77628298	213
No tag	1	Garmin GPS Etrex Venture (GREEN)	77628444	213
No tag	1	Garmin GPS Etrex Venture (GREEN)	77624373	213
No tag	1	Garmin GPS Etrex Venture HC (YELLOW)	16R148847	213
No tag	1	Garmin GPS Etrex Venture HC (YELLOW)	16R148866	213
No tag	1	Garmin GPS Etrex Venture HC (YELLOW)	16R144113	213
No tag	1	Garmin GPS Etrex Venture HC (YELLOW)	16R144116	213
No tag	1	Garmin GPS Etrex Venture HC (YELLOW)	16R148833	213
No tag	1	Garmin GPS Etrex Venture HC (YELLOW)	16R148853	213
No tag	1	Charge Guard (x8)	N/A	213
No tag	1	Garmin GPS power supplies, CD's, mounting brackets	N/A	213
No tag	1	Garmin GPS Etrex Venture HC (YELLOW)	16R144100	213
No tag	1	Garmin GPS Etrex Venture HC (YELLOW)	16R148870	213
No tag	1	Garmin GPS Etrex Venture HC (YELLOW)	16R148862	213
No tag	1	Garmin GPS Etrex Venture HC (YELLOW)	16R144098	213
No tag	1	Garmin GPS Etrex Venture HC (YELLOW)	16R148846	213
No tag	1	Garmin GPS Etrex Venture HC (YELLOW)	16R148865	213

No tag	1	Garmin GPS Etrex Venture HC (YELLOW)	16R144118	213
No tag	1	Garmin GPS Etrex Venture HC (YELLOW)	16R144097	213
No tag	1	Garmin GPS Etrex Venture HC (YELLOW)	16R148871	213
No tag	1	Garmin GPS Etrex Venture HC (YELLOW)	168148869	213
No tag	1	Garmin GPS Etrex Venture HC (YELLOW)	16R148833	213
No tag	1	Galls Impala Headlight flasher	117589	213
No tag	1	Galls Impala Headlight flasher	117589	213
No tag	1	Galls Impala Tail light flasher	288352	213
No tag	1	Garmin Drive 50	4VU001435	213
No tag	1	Nikon Camera	30141882	213
No tag	1	RW420 Power cords, usb cords, mic's	N/A	213
No tag	1	Gun Box	N/A	213
No tag	1	Digital Camera	M037343228	213
No tag	1	Digital Recorder	481977GNP	213
No tag	1	Office Chair (Green)	N/A	213
No tag	1	Office Chair (Maroon)	N/A	213
No tag	1	SL-20	337204	213
No tag	1	Digital Camera	30138665	213
No tag	1	Digital Camera	32191999	213
No tag	1	Digital Camera	32191846	213
No tag	1	Digital Camera	32191845	213
No tag	1	Kenwood Speaker Box & Amp	N/A	213
No tag	1	Panasonic video recorder in hard case VHS	CIVA13227	213
No tag	1	Turbo	02A208170007	213
No tag	1	Bolt cutters 16"	N/A	213
No tag	1	Shears	N/A	213
No tag	1	Bolt Cutters 24"	N/A	213
No tag	1	Scissor jack	N/A	213
No tag	1	Scissor jack	N/A	213
No tag	1	4 way lug wrench	N/A	213
No tag	1	Fire extinguisher	N/A	213
No tag	1	Electric fuel pumps	170707	213

No tag	1	Electric fuel pumps	170807	213
No tag	1	Jump Box	N/A	213
No tag	1	Garmin Venture GPS	N/A	213
No tag	1	Digital Camera	32192000	213
No tag	1	Hurst Hydro Unit ES90LX-2-229		290
No tag	1	Red Max G20LS Trimmer (US Lawn's)		290
No tag	7	Compressor Cylinders (C71, A56, A53, A54)		290
No tag	1	GE Microwave SN 0000027777 S 3QGP		290
No tag	1	Craftsman Drill Press SN K563BXBMD-1821		290
No tag	1	Bogen amplifier		290
No tag	1	Roper Washer		290
No tag	1	Dewalt Screw Gun DC 970		290
No tag	2	monitor Deck Gun Bases		290
No tag	5	5 Forestry Flaps		290
No tag	1	1 Deck Gun		290
No tag	3	3 Siren Module Components Code 3 3672L4		290
No tag	1	1 Old Federal Siren		290
No tag	2	2 Water Extinguishers (Cans)		290
No tag	1	1 ABC Extinguisher		290
No tag	3	3 Extension Cords with Reels		290
No tag	2	2 8" Barrel Strainers		290
No tag	2	2 10" Barrel Strainers		290
No tag	1	1 Legend Light Bar		290
No tag	4	4 Hose Jackets		290
No tag	3	3 6"-4" Strortz Reducers		290
No tag	1	1 Spade Shovel		290
No tag	1	1 Deep Fryer (Pro Model)		290
No tag	1	1 24" Play Pipe		290
No tag	4	4 Closet Hooks		290
No tag	2	2 4' Pry bars		290
No tag	2	2 Large Bolt Cutters (3' maybe)		290
No tag	1	1 Forestry Rake		290

No tag	7	7 Scoop Shovels		290
No tag	4	4 Hose Clamps		290
No tag	2	2 Pick Head Axes		290
No tag	4	4 Stream Straighteners		290
No tag	1	GRILL CHAR-BROIL 4 BURNER LP GAS PERFORM		290
No tag	1	GAS DETECTOR TOXI RAE III CO		290
No tag	1	WASHER ROPER RTW4440XQ		290
No tag	1	CONTROLLER DUAL DEADMAN ABS 8 BAR 116 PS		290
No tag	1	GENERATOR COLEMAN 5500	D21214689	290
No tag	1	GRILL CHAR-BROIL 4 BURNER LP GAS PERFORM	G470041611001095	290
No tag	1	GRILL CHAR-BROIL 4-BURNER GAS STATINL	G470241805009204	290
No tag	1	POWER UNIT JAWS OF LIFE MOTOR CHRYSLER	4682	290
No tag	1	PROJECTOR BOXLIGHT SE9001-2-29	P087070000-0061	290
No tag	1	RADIO MOBILE VHF MOTOROLA 146-174MHZ	778TSG1921	290
No tag	1	RADIO PORTABLE LPE-200 800MHZ EDACS PRO	000A8LK	290
No tag	1	SAW CUT-OFF PARTNER K950 RESCUE	03-490048	290
No tag	1	TRIMMER STRING ECHO GT100	308807	290
No tag	1	TRIMMER STRING ECHO SRM210	08294508	290
No tag	1	WEATHER STATION DAVIS VANTAGE PRO 6150C	B40825A20A	290
No tag	1	Dell Optiplex	27782050321	150
No tag	1	APC 500 WATT	BB0647020983	150
No tag	1	HAND HELD SCANNER	CA00092387	150
No tag	6	laptop adapter 6 of them	no tag	150
No tag	1	Dell Laptop no tag	3jj652-48643-38U-2j00	150
No tag	1	10 key calculator		811
No tag	1	10 key calculator		811
No tag	1	10 key calculator		811
No tag	7	keyboards		811
No tag	1	Folding table		811
No tag	1	Folding table		811
No tag	1	Cannon Copier/scanner		811
No tag	2	metal cash boxes		811

No tag	1	sheer tech processing system	811
No tag	1	Bancorp South credit card machine	811
No tag	1	Panasonic phone-headphones	811
No tag	1	Rolling Metal cabinet	811
No tag	3	metal filing racks	811
No tag	1	First data adding machine with Printer	811
No tag	1	RBC-Bill counter	811
No tag	1	box of Christmas decorations	811
No tag	1	Dual temp heat gun model ADT-3736	335
No tag	1	Lisle 38850 Pulley Puller SKO #83045	335
No tag	1	ATD-5596 metal timing light S/N 0531 tester	335
No tag	1	ES 710 500 amp load tester S/N: 342086	335
No tag	1	Stant ST-255A cooling pressure tester MTI-1086	335
No tag	2	Pittsburg 40" Heavy duty creepers	335
No tag	2	Jeepers Creepers floor creepers	335
No tag	1	Harbor Freight floor creeper	335
No tag	1	Ingersoll Low speed buffer tire reamer IR327-LS	335
No tag	1	6" three jaw puller	335
No tag	1	3" jaw puller	335
No tag	1	CarQuest battery Charger CBC 7700 C030714-019	335
No tag	2	1" to 3/4" Impact reducer broken	335
No tag	1	ATD-5596 timing light	335
No tag	1	3-1/2 ton Car Quest floor jack S/N: F06112000124	335
No tag	4	Drop light cords	335
No tag	1	Gas Caddy 30 gallon tank	335
No tag	1	Oil Drain Dolly (Drain pan on wheels Red)	335
No tag	10	55 gallon steel drums	335
No tag	6	55 gallon plastic drums	335
No tag	1	large box of misc. excess parts and broken tools etc	335
No tag	1	Vacula Vacuum Brake Bleeder	335
No tag	1	3-1/2 ton Car Quest floor jack	335
No tag	1	5ton ATD floor jack	335

No tag	4	42" shop floor fans		335
No tag	1	Work sitting stool		335
No tag	10	Break cleaner spray cans, air pressure type		335
No tag	1	Little-Giant 2 step ladder		335

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 AWARD TO ESTATE MANAGEMENT SERVICES, INC. FOR POND
MAINTENANCE SERVICES AT THE FRANCIS X COLLINS PARK, TO APPROVE
CONTRACT BETWEEN THE CITY OF GULFPORT AND ESTATE MANAGEMENT
SERVICES, INC. FOR POND MAINTENANCE SERVICES, TO AUTHORIZE THE
MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY, AND FOR
RELATED PURPOSES**

WHEREAS, the City of Gulfport requires ongoing maintenance services of the pond located at the Francis X Collins Park to eliminate algae, clean and maintain the pond; and

WHEREAS, Estate Management Services, Inc. provided the attached Services Agreement for execution by the City in connection with the pond maintenance at the Francis X Collins Park, as set forth in the supporting documentation and recommended for approval by Connie Debenport, Purchasing Manager, (see Exhibit “A” attached hereto); and

WHEREAS, the Council finds that it is in the best interest of the City to award the contract for the aforementioned services to Estate Management Services, Inc., and to approve a contract with Estate Management Services, Inc., concerning the same.

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 award of the contract for pond maintenance services to Estate Management Services, Inc., be approved, and the proposed Contract between Estate Management Services, Inc. and the City of Gulfport which is attached hereto as Exhibit “A” be

and it is hereby approved and found to be in the best interest of the City, and the Mayor is hereby authorized to execute the same on behalf of the City of Gulfport.

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

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

APPROVED:

MAYOR

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, CPPB

Date: August 4, 2020

**Re: Request for Approval of Services Agreement
Francis X Collins Park - Pond
Department of Leisure Services**

Please see attached Services Agreement from Estate Management Services, Inc., for services to eliminate algae, clean and maintain the pond at Francis X Collins Park, to a suitable standard.

It is my recommendation to enter into this agreement with payments due at the end of services rendered annually. Thank you for your consideration.



ESTATE MANAGEMENT SERVICES, Inc.

305 Indigo Dr.
Brunswick, GA 31525
1-888-307-6637
www.A2Zponds.com

This is an agreement made between ESTATE MANAGEMENT SERVICES, Inc. (EMS) and The City of Gulfport, Mississippi (Client) located at PO Box 1780, Gulfport, MS 35902.

1) **Contract Services:** The following services are to be provided by EMS for the single pond having a total of 0.99 acre of surface area located Francis X Collins Park, as identified in an aerial photograph provided earlier.

- a) 21 monthly site visits, with herbicide treatments as needed, as follows: Two visits per month from March through November and one visit per month in December, January and February. Additional visits, if required, will be provided at no cost.
- b) Removal of man-made trash and debris along the shoreline during scheduled visits.
- c) A minimum 20% reduction in herbicide usage (Audubon Certification)
- d) All necessary NPDES permitting and record-keeping for the site will be handled by EMS and an NPDES-compliant field activity report will be provided to let you know what was accomplished on each visit.
- e) The starting date for treatments and billing will be as specified below.

2) **Contract Amount and Billing Schedule:** Client agrees to purchase the services specified above and to pay EMS the total annual price of **\$4,933.20 (remaining months until Dec. 31, 2020) (annual increase for January 01, 2021 will be \$5,081.16)** according to one of three options. Client should select either "a", "b" or "c", below, and indicate the selection by initialing inside the bracketed space next to the appropriate letter. Payments will be made as follows:

- a) (☐) **Monthly:** First payment, ~~due at contract signing:~~ **\$411.10 (remaining of 2020) (Annual increase monthly payment starting January 01, 2021 will be \$423.43)**, followed by eleven (11) equal monthly payments of **\$411.10 (remaining of 2020) (January 01, 2021 - \$423.43) -OR-**
- b) (☐) **Quarterly:** First payment, ~~due at contract signing:~~ **\$1,233.30 (remaining of 2020) (Annual increase quarterly payment will be \$1,270.29 starting January 01, 2021)**, followed by three (3) equal quarterly payments of **\$1,233.30 (remaining of 2020) and (\$1,270.29 starting January 01, 2021) -OR-**

- c) ~~()~~ **Annual:** First, and only, payment, ~~due at contract signing, of \$4,933.20 (remaining 2020) (\$5,081.16 increase as of January 01, 2021).~~
- d) Invoicing and contract servicing will begin concurrently on October 01, 2020. This date will also serve as the starting date of the contract year. It is understanding that invoicing shall occur after services are rendered.

Invoices are due within 5 days of invoice *due* date (not invoice mailing date which can precede the due date by 3-4 weeks). Client agrees to pay interest on all payments received after 5 days at an interest rate of 1½% per month (18.0% annual percentage rate). Services will be restricted on any account that is 90 days or more past the due date until payment is received in full. Any Client whose account is sent to an outside collection agency will be responsible for any and all fees/expenses resulting from the collection effort. A \$35 fee will be charged to the account for any NSF or returned check.

3) Termination of Agreement: At the end of the contract term, it is understood that this agreement will automatically renew for the same time period specified in the initial agreement. Cancellation of this agreement at its expiration, by either party, will require a 60-day written notice prior to the ending date of said contract term.

See Section "4) Miscellaneous Provisions" for termination due to performance disputes.

4) Miscellaneous Provisions:

- a) Client agrees to notify EMS of any chemical spills located in or around the area to be treated and surrounding property.
- b) EMS agrees to provide proof of general liability, worker's compensation and automobile liability insurance upon Client's request.
- c) All signers agree that they are authorized to execute contracts on behalf of Client.
- d) Renewal prices for this agreement are subject to change. Client will be notified, in advance, of any change in the contract amount.
- e) No modification of this contract can be made unless agreed upon by both parties and specified in writing. A copy will be provided to both parties.
- f) In the event of the sale of the real property covered by this contract, the contract shall survive and be offered to the buyer under the same terms, conditions and cost in effect at the time of the sale. Assumption of this contract will be at the property buyer's option.
- g) The Client agrees to notify EMS, in writing, of any dissatisfaction with EMS' performance of this agreement. EMS will have 45 days to resolve the problem. If, however, the problem is not solved within 45 days, Client may then terminate the contract without penalty.

City of Gulfport, MS

by: _____
(signature)

(date)

(printed name)

Customer Contact and Billing Information

Client Name: City of Gulfport, MS

Contact Person: James Dyer

Billing Address: P.O. Box 1780, Gulfport, MS 39502

Site Address (if different than above) Frances X Collins Park

Email Address: Jdyer@gulfport-ms.gov

Phone #: 228-868-5881

Activity Reports: Included with invoice until email distribution is implemented.

Special Instructions you want EMS to have: _____

Special Note to Client: The chemicals used to perform this contract are herbicides purchased from a chemical manufacturer and have been approved by the EPA and ADEM for aquatic use. They will not harm fish or be a danger to swimming, boating or other recreational uses of the water. To be conservative, you might choose to wait an hour or so after a treatment has been completed before entering the water.

However, since the chemicals *are* herbicides, the treated water may be dangerous to lawns and plants for a period of 24 hours after treatment. If you use this lake or pond water for irrigation, please ensure that any automatic sprinkling system, such as RainBird, is programmed to complete the watering cycle by 7:00AM. This has shown to provide sufficient time for the water to become safe to use by the time watering is done the following day. Afternoon and evening watering is NOT recommended on the day of treatment.

Should conditions dictate that a stronger, more durable herbicide be used, one that requires a longer period before irrigation can be resumed, you will be notified in a special e-mail and provided the waiting period information for management of your watering system.

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 AWARD TO WEAVER ELECTRIC, INC., FOR CITY WIDE ELECTRIC SERVICES PROVIDER, TO APPROVE CONTRACT BETWEEN THE CITY OF GULFPORT AND WEAVER ELECTRIC, INC., TO AUTHORIZE THE MAYOR (OR DESIGNEE) TO EXECUTE THE SAME ON BEHALF OF THE CITY, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport requires ongoing city wide electrical services; and

WHEREAS, pursuant to authority of this City Council, the City issued a Request for Proposals (“RFP”) for City Wide Electrical Services and received one (1) proposal submitted from Weaver Electric, Inc., which is the City’s current provider of City Wide Electrical Services; and

WHEREAS, the proposal received from Weaver Electric, Inc. is for the same rates as the City is currently paying Weaver Electric, Inc., as more fully set forth in the memorandum and proposal submitted attached herein as Exhibit “A” and the Council finds it is in the best interest of the City to approve retention of Weaver Electric, Inc. to provide City Wide Electrical Services on behalf 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 Gulfport City Council approves the award of the contract for City Wide Electrical Services on an as needed basis to Weaver Electric, Inc., subject to contract negotiation and approval.

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 Ordinance was submitted to and approved by the Mayor, this the _____ day of _____, 2020.

APPROVED:

MAYOR

**MASTER CITY-WIDE ELECTRICAL SERVICES AGREEMENT BETWEEN
CITY OF GULFPORT, MISSISSIPPI, AND WEAVER ELECTRIC, INC.**

THIS AGREEMENT is made as of this 19th day of August, 2020 by and between City of Gulfport, Mississippi ("the Owner") and Weaver Electric, Inc. ("the Contractor").

This is a Four (4) year contract, with three one (1) year renewal options.

For the consideration herein named, the Contractor covenants and agrees with the Owner as follows:

1. The Contractor, in consideration of the payment of Ongoing Purchase Orders (the "Contract Sum") in the manner and at the times set forth herein, will furnish all labor, services and other items necessary to perform and complete the work on various properties as described in each Project's Scope of Work ("Work"). This Agreement is intended by the parties to be a "Master City-Wide Electrical Services Agreement" and Work performed hereunder shall be governed by this Agreement and only "Purchase Orders" will be issued for each individual project, which shall only contain scope of Work, price, and things specific to that order, but shall not contain any new or additional terms and conditions which shall amend, change, delete, or override any terms and conditions found in this Agreement.

Contractor acknowledges that it will make itself familiar with the plan and specifications as outlined in the Scope of Work for each project, and all Work shall be performed according to the plans and specifications (details thereof to be furnished as needed). Contractor also acknowledges receipt of all documents necessary to complete the Scope of Work in full compliance with the plans and specifications. Contractor shall have the responsibility to pursue from the Owner all necessary documents to be in full compliance with the plans and specifications.

2. Time is of the essence. All Work shall be performed in accordance with the time limits set forth in the project schedule if any. In the absence of a written schedule, Contractor shall begin the Work when notified by the Owner, shall perform the Work with due diligence and without delay. The Contractor shall coordinate all Work with the Owner and with other Contractors of Owner. The Contractor shall be responsible for attending to all lead times so that all materials required for the Work will be available as needed.
3. Notwithstanding anything in this Agreement to the contrary, the Contractor warrants to the Owner that Work performed under this Agreement will be of good quality, performed in a good and workmanlike manner, that all equipment will be new unless otherwise required or permitted by this Agreement, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Purchase Order, and the Contractor shall remove, replace and/or repair at its own expense any defective or improper Work, provided Contractor is notified in writing of any such defect. All products and equipment not manufactured by Contractor carries only such warranty as is given by the manufacturer thereof, which Contractor hereby assigns to Owner without recourse to Contractor. Upon request of Owner, Contractor will use all reasonable efforts to assist Owner in enforcing any such third party warranties. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. ONLY TO THE EXTENT PERMITTED BY MISSISSIPPI LAW, NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

5. The Contractor shall at all times comply with, and all Work performed hereunder shall comply with, all applicable laws, ordinances, rules, regulations and orders of any public authority. The Contractor, at its expense, shall obtain all permits, licenses and inspections necessary to satisfactorily complete the Work. The Contractor shall be responsible for scheduling any inspection of the Work that may be required by any public authority and the Contractor shall arrange such inspection at a time and in manner so as not to delay the Work.
6. The Contractor shall provide a safe and suitable environment for the performance of the Work including, but not limited to, providing all scaffolding, ladders, shoring, planking, work platforms, equipment, hoists, lifting equipment, man lifts, railings, barricades, protective devices and safety equipment required to perform the Work hereunder. The Contractor shall take all reasonable safety precautions in the performance of the Work and shall comply with all safety measures initiated by the Owner and with all applicable laws, ordinances, rules, regulations and orders of public authorities for the safety of persons or property.
7. The Contractor upon request shall provide the Owner a current copy of their OSHA approved safety program.
8. The Contractor shall not, in the performance of this Work, interfere with the work of the Owner or other Contractors at the job site and the Contractor shall not employ any workmen to execute the Work whose employment at the job site will cause disharmony or is reasonably objected to by the Owner or the Project Architect or the Project Engineer.
9. The Contractor agrees to indemnify, defend and save Owner harmless from and against any and all liability, loss, damage, cost and expense, including court costs and attorney's fees (whether or not litigation is commenced), of whatever nature or type that Owner may suffer, incur, be put to or pay to the extent caused by:
 - a) Any injury or damage sustained or purported to have been sustained by any person or property as a result of the Contractor's Work;
 - b) Any injury or damage to persons or property as a result of any other act or omission of Contractor, its agents, representatives or other persons who are, at any time during the course of construction on the premises under the direction, supervision, or sufferance of Contractor including, but not limited to, Contractor's sub-Contractors, laborers, materialmen and suppliers; or
 - c) Any breach or default of Contractor in the performance of its obligations in this Agreement.

To the extent such limitation is allowed by Mississippi law, this indemnity shall not be applicable to any injury or damage or other claim arising solely from the act or omission of Owner or Owner, their officers, or employees. Notwithstanding anything in this Agreement to the contrary, and only to the extent such limitation is allowed by Mississippi law, in no event shall either Contractor or Owner be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits of the other, even if either party has been advised of the possibility of such damages, unless such special, indirect, incidental or consequential damages are the result of flow-down liability from the Prime Contract.
10. The Contractor shall hold harmless and indemnify the Owner from and against any and all claims or suits for the infringement of patents or the violation of other intangible property rights including costs and

expenses which the Owner may incur in defending any such claims or suits (whether or not litigation is commenced), to the extent it relates to any products provided by the Contractor or to the extent such violation is caused by acts of the Contractor.

11. Insurance. The Contractor shall secure, pay for and maintain in a company or companies lawfully authorized to do business in the state in which the Project is located such insurance as will protect Owner and Owner from claims which may arise out of or result from the Contractor's operations under the Agreement and for which the Contractor may be legally liable, whether such operations be by the Contractor or by anyone directly or indirectly employed by them. During the performance of any Work hereunder, the insurance shall be endorsed in all policies to include the Owner, any General and/or Prime Owner, and the Owner as additional insured parties (such coverage shall be primary and noncontributory) and which shall provide thirty (30) days prior written notice of termination of coverage, and Contractor agrees to provided thirty (30) days prior written notice of material modification of coverage in the following amounts (or such other amounts as may be required by the Owner) and insuring the following risks:

Contractor shall provide insurance certificates to Owner prior to beginning any Work.

12. Commercial General Liability Insurance with limits of liability of not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence for bodily injury, ONE MILLION DOLLARS (\$1,000,000.00) per occurrence for property damage and ONE MILLION DOLLARS (\$1,000,000.00) per project aggregate, and which shall be kept in effect for one (1) years after date of final completion of Project and which shall include: (i) broad form property damage, (ii) blanket contractual liability, (iii) products/completed operations hazards, (iv) independent Owners liability or owners protective liability with the same coverage limit set forth above, (v) products/completed operations, (vi) personal and advertising injury and (vii) XCU hazard coverage, (viii) severability of interests (separation of insured); (ix) waiver of subrogation and
 - a) Automobile Liability Insurance in the amount of ONE MILLION DOLLARS (\$1,000,000.00) including; (i) any auto, (ii) all owned autos, (iii) hired autos, (iv) non-owned autos; and
 - b) Workman's Compensation Insurance in the statutory amount and Employers Liability coverage with limits of liability of not less than ONE MILLION DOLLARS (\$1,000,000.00); and

The coverage required under paragraphs a) and b) may be satisfied by a combination of "primary", "umbrella", or "excess" insurance. Coverage's shall be maintained without interruption from the date of commencement of the Work until the later of (i) the date of final payment or (ii) the date meeting the requirement that coverage be maintained one (1) years after completion. The Contractor shall deliver to the Owner certificates evidencing the insurance required to be maintained hereunder as soon as possible after the execution of this Agreement and, in any event, prior to the commencement of any Work hereunder. Owner and Contractor both agree and understand that insurance is only purchased in annual policies and as such Contractor agrees to carry all required insurance for a period of one (1) years after the date of final completion of project, but no such evidence of insurance for any period longer than one year will be provided under this paragraph at any single point in time.

When any required insurance shall expire, due, to the attainment of a normal expiration date or renewal date, Contractor shall supply Owner with Certificate of Insurance that clearly evidences the continuation of all coverage in the same or better manner, limits of protection and scope of coverage as was provided by the previous policy. All renewal and replacement policies shall be (i)

in form and substance satisfactory to Owner, (ii) written by carriers acceptable to Owner, and (iii) satisfy all requirements set forth in the policies from the initial carrier.

The Owner will not be held liable to Contractor or its sub-Contractors for damage to any of their material and/or equipment that is associated with this Project unless such damage is the result of, and then only to the extent such damage is caused by Owner's negligence.

13. The Contractor, to the extent applicable, shall pay all sales, use and excise taxes, all union dues and all employment taxes due or payable under federal, state or local law on the material and labor furnished under this Agreement.
14. The Contractor shall remove and lawfully dispose of all debris created by the Contractor or arising out of the performance of the Work at such intervals as may be required to create a safe working environment but no less frequently than when the Contractor leaves the job site at the completion of any phase of the Work and at the end of each day's work.
15. The Contractor shall be responsible for all layout work necessary for the Work and for the correct placement of all rough-in locations based on critical layout points provided by the Owner.
16. Owner will issue Purchase Orders for each project. No changes to the Purchase Order will be permitted or paid for unless, before the changes are made, the Owner and the Contractor sign an appropriate Revised Purchase Order to specifying the changes in the Work and the adjustment, if any, in the Subcontract Sum.
17. Invoicing will be submitted as outlined in the RFP for City-Wide Electrical Services with Purchase Order Numbers and details accordingly.
18. If the Owner or Owner terminates the Agreement for the Owner's convenience, the Owner shall deliver written notice to the Contractor. Upon receipt of written notice of termination, the Contractor shall:
 - a) cease operations as directed by the Owner in the notice;
 - b) take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
 - c) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing sub-subcontracts and purchase orders and enter into no further sub-subcontracts and purchase orders.

In case of such termination for the Owner's or Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and unavoidable costs (including but not limited to materials or equipment ordered which cannot be returned or for which there is a return fee from the vendor of such materials or equipment) incurred by reason of such termination, along with reasonable overhead and profit on the Work executed based on the percentage of the work complete so as to provide payment in such percentage as compared to the Purchase Order Pricing if such Purchase Order Pricing is on a fixed-sum quote.

Contractor shall have the right to terminate a Purchase Order in the event Owner fails to perform its obligations under this Agreement after ten (10) business days of receiving written notice of such failure to perform. In such case, the Contractor shall be entitled to receive payment for Work executed, and unavoidable costs (including but not limited to materials or equipment ordered

which cannot be returned or for which there is a return fee from the vendor of such materials or equipment) incurred by reason of such termination, along with reasonable overhead and profit on the Work executed based on the percentage complete of the work so as to provide payment in such percentage as compared to the Purchase Order Pricing if such Purchase Order Pricing is on a fixed-sum quote.

19. The Contractor will not discriminate against any employee or applicant because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training (including apprenticeship). The Contractor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - a) The Contractor will, in all solicitations or advertisements for employment of employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
 - b) The Contractor will send to each labor union, or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union of workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - c) The Contractor will comply with all provisions of Executive Order No. 11246 and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - d) The Contractor will furnish all information and reports required by Executive Order No. 11246 and by the rules, regulations and order of the Secretary of Labor, and will permit access to its books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation or ascertain compliance with such rules, regulations or orders.
 - e) In the event of the Contractor's noncompliance with the discrimination clauses of this Agreement or with any related rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part.
 - f) The Contractor will include the foregoing provisions in every Subcontract or Purchase Order unless exempted by rules, regulations, or orders of the Secretary of Labor pursuant to Section 204 of Executive Order No. 11246.
20. This Agreement and the Work hereunder (or any portion thereof) shall not be assigned by the Contractor without the prior written consent of the Owner, at its sole and exclusive discretion. Any attempt by the Contractor to assign this Agreement or the Work hereunder without the written consent of the Owner shall be NULL AND VOID and shall be deemed a breach thereof by the Contractor and the rights of the parties hereto shall be determined in the same manner as though the Agreement had at the time of such attempted assignment failed and refused to perform hereunder.

21. This Agreement represents the entire agreement between the parties hereto and supersedes all prior negotiations, representations or agreement whether written or oral.
22. Time is of the essence of this Agreement.
23. This Agreement includes all exhibits and documents listed in, attached to and/or incorporated by reference into this Agreement. This Agreement embodies the entire agreement between Owner and Contractor with respect to the Purchase Orders and supersedes any prior or contemporaneous agreement or understanding, oral or written, between the parties. It shall not be varied except by an instrument in writing of subsequent date, duly executed by an authorized representative of each party. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.
24. This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Mississippi, City of Gulfport, and both parties hereby submit to the jurisdiction of the courts in the State of Mississippi. Contractor shall fully comply with all applicable federal, state/provincial and local laws, rules, regulations and ordinances in the performance of this Agreement.
25. Neither Owner nor Contractor shall be responsible or liable for, or deemed in breach of this Agreement because of, any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond the reasonable control and without the fault or negligence of the party experiencing such delay, provided that the party experiencing the delay shall promptly give written notification to the other party within five (5) days after such party has learned of the force majeure. The party experiencing the delay shall undertake reasonable measures to make up for the time lost through delay without additional compensation. If performance by either party is delayed due to force majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay, subject, however, to Owner's right to terminate without cause the Agreement in whole or in part.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative effective as of the Effective Date.

Contractor:

Owner:

Weaver Electric, Inc.
PO BOX 7176
Gulfport, MS 39506

City of Gulfport
2309 15th Street
Gulfport, MS 39501

By: 
Casey C. Weaver, President

By: _____
Mayor, Billy Hewes

Date: 8/11/2020

Date: _____

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Jessica Versiga

Date: August 12, 2020

Re: Unit Price Electrical Services – City Wide

The City of Gulfport advertised for an RFP to provide City Wide Electrical Services on 07/10/2020 & 07/17/2020. We solicited four (4) electric companies in the City of Gulfport but only received one response from Weaver Electric (our current provider).

Weaver Electric submitted his proposal at the current rates that we are paying under the existing contract. Therefore, it is my recommendation to accept the proposal from Weaver Electric for a new term as stated in the RFP of a 4-year period with one-year renewable options.

This labor only contracting method is designed to provide a tool that can be utilized by City Departments to expedite building repairs and small construction projects under \$25,000.00.

I have attached a copy of the submittal for your review and approval and I thank you for your consideration.

Electrical Services
for the
City of Gulfport

City of Gulfport

AUGUST 7, 2020

 COPY



Post Office Box 7176 • Gulfport, Mississippi 39506 •
Phone 228.265.7740 • Fax 228-265-7742

COST PROPOSAL

Place: Office of Procurement, 1410 24th Avenue, Gulfport, Mississippi, 39501

Date: 8/7/2020

Proposal of: (Weaver Electric, Inc.), organized and existing under the laws
Company/Firm name

Under the State of Mississippi, doing business as Weaver Electric, Inc.

To: City of Gulfport
1410 24th Avenue
Gulfport, MS 39501

Gentlemen, in compliance with your invitation for proposals for "City Wide Electrical Services" and having examined the proposal documents, and scope of work, we do hereby propose to provide professional services and meet and satisfy all requirements and duties at the price stated below:

Cost per hour for work performed between the hours of 7:30 a.m. to 4:30 p.m., Monday through Friday.	\$ 40.00
Cost per hour for work performed between the hours of 4:31 p.m. and 6:59 a.m. Monday through Friday and all day Saturday until 11:59 p.m. (overtime).	\$ 61.00
Cost per hour for work performed between the hours of 12:00 a.m. through 11:59 p.m. on Sundays and City observed holidays.	\$ 76.00
Cost per hour when lift truck is required for job.	\$ 50.00
* Cost per hour when 100' Bucket Truck is required for job	\$ 65.00

Acknowledgement of Addenda

Addenda may be issued in response to changes in the Request for Proposals. Addenda must be acknowledged by signing and returning the addenda form. Acknowledgements must be received no later than the proposal due date. If acknowledgments are returned with the proposal, they must be submitted with the technical proposal only. Failure to properly acknowledge any addendum may result in a declaration of non-responsiveness by the Governing Authority.

Proposer acknowledges receipt of the following addenda:

Addendum No. _____ dated _____ Addendum No. _____ dated _____

Addendum No. _____ dated _____ Addendum No. _____ dated _____

Disqualification of Proposer

Although not intended to be an inclusive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a proposer and the rejection of his proposal:

1. Evidence of collusion among proposers.
2. Lack of competency as revealed by either financial statements and/or experience as submitted or other factors.
3. Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.
4. Default or termination on a previous contract for failure to perform or otherwise.

Questions

Questions regarding this RFP should be directed to the Procurement Office by email: cdebenport@gulfport-ms.gov or facsimile (228) 868-5704, *not less than seven (7) business days* prior to the proposal due date. All questions must be submitted *in writing*; telephonic inquiries will not be considered.

Trade Secrets/Proprietary Information

Trade Secrets or Proprietary information submitted by an offeror, or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Mississippi Freedom of Information Act; however, the offeror or contractor must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. *Price quotations in proposals submitted to the City are not "proprietary" or "confidential".* They are considered public information.

Please mark one:

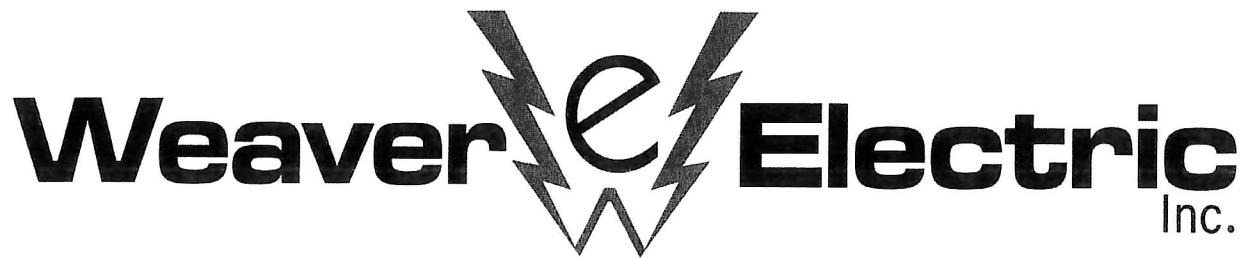
- ☒ **No**, the submittal I have turned in does not contain any trade secrets and/or proprietary information.
- ☐ **Yes**, the submittal I have turned in does contain trade secrets and/or proprietary information. If **YES**, please list the *page numbers* **and** the *reasons* why the information is considered a trade secret and/or proprietary information. These pages shall be conspicuously labeled "PROPRIETARY INFORMATION" in red ink at the top and bottom center of each page.

Do Not Mark the Whole Proposal Proprietary

The contractor will be and state that he/she/it is an equal opportunity employer in all solicitations or advertisements.

For the purposes of this subsection, "A drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this subsection, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

Date	8/7/2020
Company/Firm Name	Weaver Electric, Inc.
Authorized Representative (print)	Casey C. Weaver
Authorized Representative (signature)	
Address	8289 Canal Road Gulfport, MS 39503
Phone Number	(228)265-7740
Facsimile Number	(228)265-7742
Email	cweaver@weaverelectric.us



Company Profile

About Weaver Electric, Inc. in Gulfport, MS

Founded by Casey Weaver in 2011 with the sole purpose of serving customers through a team concept construction program. Weaver Electric is primed to evolve into the modern generation of contracting with a focus on efficient design, customer solutions and unmatched quality workmanship.

WEI is located at 8289 Canal Road Gulfport, MS and has been a corporation since 2011. WEI has approximately 70 employees with over 80 years of combined experience to provide construction expertise.

Our Mission

We are determined to become the best in our field by providing excellent service, performance and people. From the beginning, we realized the only way to achieve this was through a total commitment to quality.

Defining this commitment became relatively simple, since we knew that we wanted to do was simply provide the best service available to our customer.

- Deliver Quality Service
- Improve Our Performance
- Develop Excellence In Our People

With these goals as our guide, we began the development and implementation of a quality assurance program tailored to the construction of our customer's facilities. Designed as a training manual for new personnel and as an extension of the project specification, this program strives to insure a quality installation, from document control to final project delivery. We have been very pleased with the results of this program and the effect it has on the quality of our work.

Client satisfaction is the benchmark of success in our trade. We believe this satisfaction and future depends on our continued dedication to our mission statement.

President	Casey Weaver
Vice President	Jeremy Holland
Secretary	Rachael Sawyer
Office Manager	Shelli Smith



Our Mission:

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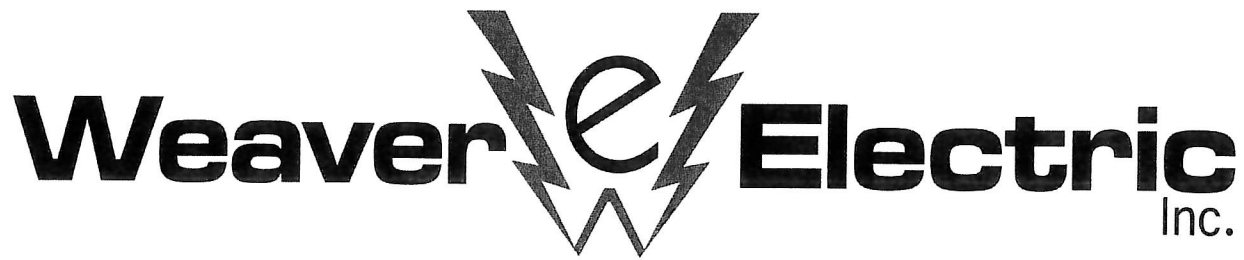
Safety:

At Weaver Electric Inc., we are committed to providing a safe working environment for our employees. We have developed an extensive safety program to meet this commitment and to comply with federal, state, local and customer safety health regulations.

Safety is a part of every project we do. Our owners, engineers and superintendents plan each job with safety in mind. Threats to safety are anticipated and resolved before the job begins. We also review and incorporate the customer's safety program into ours so that the customer can be confident that we have satisfied all safety concerns specific to their project.

All our Superintendents, General Foreman and Foreman all possess OSHA 30 training with the remaining field electricians / linemen possessing an OSHA 10 training.

Weaver Electric Inc. has maintained an EMR rating of .78 or better and a DART rating of "0" – ZERO.



Contractor's License:

State of Mississippi Board of General Contractors: 18960-MC April 13, 2021

State of Alabama Board of General Contractors: 51834 July 31, 2020

State of Louisiana Board of General Contractors: 57011 October 10, 2020

State of North Carolina Board of General Contractors: U.33173 April 25, 2021

State of Tennessee Board of Licensing Contractor: 73661 March 31, 2022

Services:

Weaver Electric, Inc. promises to deliver excellence in the electrical construction field. We provide an array of comprehensive electrical services which covers a wide range of professional industries including those listed below:

- Overhead Medium Voltage
- Underground Secondary Voltage
- Underground Medium Voltage
- IT Miscellaneous Electrical Services
- Sports Complex Lighting
- Commercial
- Industrial
- Government
- Military
- Renewable Energy
- Railway
- Educational Facilities
- Healthcare Facilities
- Design Build
- Communications
- Casino
- General Electrical Maintenance



Equipment:

Weaver Electric, Inc. has a fleet of modern equipment for all divisions of electrical work including specialized equipment for installation, removal, and maintenance of structured cabling systems:

- Bucket Trucks up to 100' Ft
- Digger Derricks
- Pole and Material Trailers
- Excavators with 16" / 24" buckets and auger attachment
- Skidsteer
- Compressor
- Corning Fusion Splicer
- Fluke DTX 1800 Tester
- Fluke DTX-Q-OTDR

Employees:

We carry an average of eighty (80) employees on our payroll which include:

- Project Managers
- RCDD
- Foremen
- Journeymen Linemen
- Apprentice Linemen
- Journeymen Wiremen (Electricians)
- Apprentice Wiremen
- Warehouse
- Office Staff

Our project Managers, Supervisors and Electricians have considerable experience in overhead and underground distribution systems up to 46kv. We also have considerable experience in secondary distribution up to 600v as well as six (6) trained copper and fiber cabling terminators on staff. Our PMs and electricians have substantial knowledge of design and installation of structured cabling systems and fiber optic systems including single and multi-mode installations (20 years on average). To confirm the quality, background, skilled, experience and expertise of our company, our employees are skilled labor and certified through the IBEW Local Union.



Client References: Clients whose scope of work most closely reflects that mentioned in the statement of solicitation.

Mississippi Power Company –

Outdoor Lighting

(Contract No. 51969 March 31, 2021)

Contact: Terri N. Lee, Lighting Services Manager

tnlee@southernco.com (228) 867-1137

City of Gulfport –

City-Wide Electrical Services

(Contract August 22, 2020)

Contact: Connie Debenport, CPPB

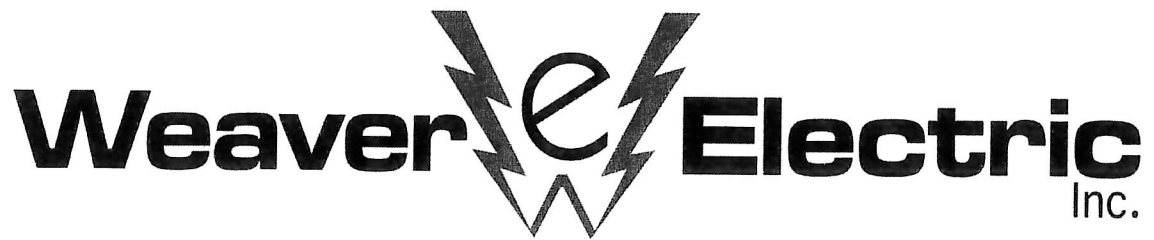
cdebenport@gulfport-ms.gov (228) 868-5705

Hancock/Whitney Bank –

Electrical Construction Services for state-wide facilities

Contact: Carmen Akins

carmen.akers@hancockwhitney.com (228) 563-5701



Mississippi State Port Authority at Gulfport –

Electrical services for troubleshooting, maintenance, repairs, and other electrical services.

(Contract July 31, 2021)

Contact: James C. Simpson, Jr. President

jsimpson@shipmspa.com (228) 265-4300

Biloxi Public School District –

School-Wide Electrical Services

(Contract – on going)

Contact: Mike Ludlow

Mike.ludlow@biloxischools.net (228) 861-8951

University of Southern Mississippi –

School-Wide Electrical Services

(Contract – on going)

Contact: Gabriel Ladner, Superintendent of Electrical Services

Gabriel.ladner@usm.edu (601) 266-4418

OVERVIEW

Over 25 years experience in the commercial/industrial electrical field. Began my career as an apprentice wireman and advancing to become President/Owner. I am responsible for the planning, directing and coordination of all the operations of the company and ensuring that client expectations are met. Fully experienced in all aspects of the electrical industry including Inside and Outside electrical work. Construction capabilities in all areas of electrical contracting including design, low voltage and medium voltages up to 46KV.

EXPERTISE

- High Voltage Splicing/Termination
- Electrical Primary Distribution & Substation
- Transformers
- Generators
- Sectionalizing Gear
- Paralleling Gear
- Inside & Outside Electrical Work
- Pole Line Construction & Maintenance

PROJECT EXPERIENCE

Commercial/Industrial

- Turan-Foley Chevrolet/Cadillac, Gulfport, MS
- Goldin Industries, Gulfport, MS
- Southern Company to include Mississippi Power/Alabama Power

Military/Government

- NCBC Repair & Modification of Primary Distribution System, Gulfport, MS
- NCBC Electrical Maintenance
- VA Medical Center Repair & Modifications of Primary Distribution System, Biloxi, MS
- VA Medical Center Electrical Maintenance, Biloxi, MS
- NASA Stennis Overhead Distribution, Stennis Space Center, MS
- NASA Stennis Rocket Test Complex, Stennis Space Center, MS
- NASA Chilled Water Systems Upgrade Kennedy Space Center, FL
- Air National Guard Roadway/Security Upgrades, Gulfport, MS
- Air National Guard Airplane Hanger, Gulfport, MS
- Keesler AFB Switchgear Upgrades, Biloxi, MS
- Northrop Grumman Ship Systems Addition, Gulfport, MS

Medical/Healthcare

- Keesler AFB Medical Center, Biloxi, MS
- Little Rock AFB Medical Center, Little Rock AR

Casino

- Grand Casino, Gulfport, MS
- Boomtown Casino, Biloxi, MS
- Island View Casino, Gulfport, MS

City/State/County

- Goldin Sports Complex, Gulfport, MS
- May Memorial Stadium Lighting, Perkinston, MS
- Gulfport Sports Complex, Gulfport, MS
- USM Distribution System, Long Beach, MS
- MS Gulf Coast Community College Underground Distribution System, Perkinston, MS
- Milner Stadium, Gulfport, MS
- Pascagoula High School Athletics Complex Lighting, Pascagoula, MS
- D'Iberville High School Stadium Improvements, Harrison County, MS

AFFILIATIONS

IBEW – (International Brotherhood of Electrical Workers)

NECA – (National Electrical Contractor's Association)

AGC – (Associated General Contractors)

OVERVIEW

More than 21 years in construction supervision, including accurate takeoffs, estimating, budgeting, contracting, purchasing, and invoicing. Experience in full on-site construction management; effectively schedule, monitor, and inspect all work from start to customer orientation. Work effectively with architects, engineers, developers, contractors, inspectors, government officials, and subcontractors. As a certified Registered Communications Distribution Designer (RCDD), I specialize in the field of structured cabling and communications design infrastructure.

EXPERTISE

- Design, Integration & Implementation of Telecommunications Transport Systems/Related Infrastructure
- Project Management
- Estimation
- Telecommunications/Networking
- Designing Cabling Distribution Systems
- Grounding & Bonding
- Fire Stopping
- Inside Electrical Work
- Generator Installation
- Structured Cabling
- Design Service
- Security Systems

PROJECT EXPERIENCE

Commercial/Industrial

- Hancock Bank Corporate Office, Gulfport, MS
- Hancock Bank Parking Garage, Gulfport, MS
- Long Beach Operations Center, Long Beach, MS
- Hancock Bank Branch Offices – Total Re-cabling of 12 Branch Offices throughout Harrison, Hancock & Jackson Counties, MS
- Hewes-Martin Building, Gulfport, MS
- AT&T Building

Military/Government

- United States Federal Courthouse, Gulfport, MS
- Naval Construction Battalion Center [NCBC] Network Cabling Design and Install, Gulfport, MS
- Gulf Islands National Seashore Davis Bayou Visitors Center, Ocean Springs, MS

Casino

- Isle of Capri Casino, Biloxi, MS

City/State/County

- George County Annex, George County, MS
- Pascagoula High School Athletics Complex Lighting, Pascagoula, MS
- D'Iberville High School Stadium Improvements, Harrison County, MS

OVERVIEW

Certified Journeyman Electrician with over 28 years of commercial and residential experience. Extensive experience performing electrical installations, maintenance and repairs for construction projects, including new construction, underground, retrofits, remodels and expansions. Expert in complex troubleshooting and problem resolution. Knowledgeable in analyzing and following manuals, schematic diagrams, blueprints and other specifications. Highly skilled in all aspects of construction including detailed scheduling of equipment and personnel, coordination of projects with contractors, subcontractors and inspectors, and ordering equipment and all materials. Proven leadership as a Foreman on large scale, multi-million dollar projects; experienced in various electrical environments including plants, hospitals, public facilities, waste water treatment plants and industrial buildings; projects include both new construction and underground electrical wiring as well as renovation within existing buildings.

EXPERTISE

- Electrical Systems & Controls
- Installations & Maintenance
- Blueprints & Schematics
- Generators & Transformers
- Switches & Circuit Breakers
- Electrical Code
- Safety & Q/A
- Wiring Diagrams
- Troubleshooting
- Motors & Conduit

PROJECT EXPERIENCE

Commercial/Industrial

- Chiquita Fresh North America – MS State Port Authority, Gulfport, MS
- Southern Company to include Mississippi Power/Alabama Power
- Integrated Lighting Solution - Parking Lot Lighting
- MS Gulf Coast Coliseum Expansion
- USM Gulf Park Hattiesburg

Military/Government

- NCBC Welcome Center, Gulfport, MS
- NCBC Security Gates, Gulfport, MS
- NASA Stennis Overhead Distribution, Stennis Space Center, MS
- Rolls Royce Jet Engine Testing Facility, Stennis Space Center, MS
- NCBC Solar Panel Installation Building 315
- SES Keesler Hospital – Substation Construction

City/State/County

- Isaiah Fredricks Community Center, Gulfport, MS
- West Hancock High School Roadway Lighting Project, Hancock County, MS
- Goldin Sports Complex, Gulfport, MS
- Gulfport Sports Complex, Gulfport, MS
- Waveland Public Library, Waveland, MS
- Pascagoula High School Athletics Complex Lighting, Pascagoula, MS
- D'Iberville High School Stadium Improvements, Harrison County, MS

OVERVIEW

With 34 years of experience gained through Mississippi Power Company line construction and maintenance department to further my success as an industry leader in providing leadership and direction as a engineering analyst and lighting consultant. Began my career as an apprentice lineman and advanced to lead lineman gaining knowledge in all aspects of the electrical industry in line construction. Advanced to Senior Engineering Analyst for 4 years gained knowledge in all distribution overhead/underground design. Participated in creating lighting department and with 8 years experience as a design and sales lighting consultant. Construction capabilities in all areas of electrical contracting including design, low voltage and medium voltages up to 46KV.

EXPERTISE

- Design and Sales Lighting Systems
- Engineering Line Construction
- Overhead/Underground Distribution
- Line Construction/Maintenance
- High Voltage Splicing/Termination
- Electrical Primary Distribution & Substation
- Transformers
- Pole Line Construction & Maintenance

PROJECT EXPERIENCE

Commercial/Industrial

- Allen Toyota Gulfport, MS
- Allen Hyundai Gulfport, MS
- Butch Oustalet Ford Gulfport, MS
- Butch Oustalet Mazda Gulfport, MS
- Centennial Plaza Gulfport, MS
- Kessler Federal Credit Union Coastwide
- Krystal Hamburgers Statewide

Military/Government

- Combat Readiness Training Center Gulfport, MS
- Seabee Base Gulfport, MS

Medical/Healthcare

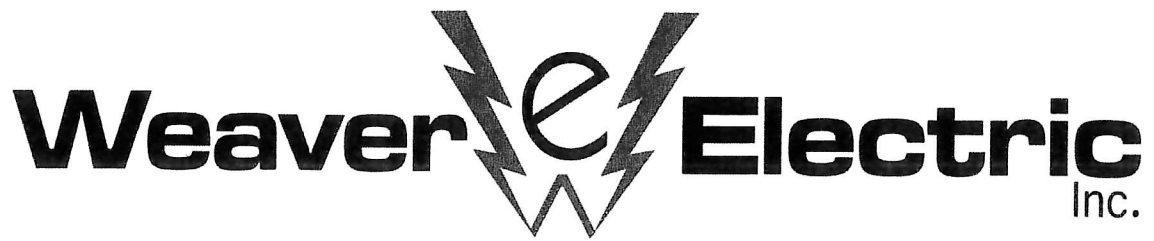
- VA Medical Center Biloxi, MS
- Memorial Hospital at Gulfport
- Behavioral Health Gulfport, MS

Casino

- Imperial Palace Biloxi, MS
- Palace Casino Biloxi, MS
- Scarlet Pearl D'Iberville, MS
- Treasure Bay Biloxi, MS

City/State/County

- City of Gulfport Parks & Rec
- City of Ocean Springs Parks & Rec
- City of Pass Christian Parks & Rec
- Gulfport Sportsplex
- D'Iberville Sportsplex
- Pass Christian High School Football Field



Summary of Understanding:

WEI understands that the scope of services being requested by the City of Gulfport is to establish a list of three (3) preferred providers that can be contacted for electrical services up to \$25,000.00 per request.

The contractor shall provide a variety of electrical services on an as-needed, on-call basis for the following:

- Troubleshooting and repairing electrical problems.
- Performing installation, preventive maintenance and repair on electrical appliances and motors.
- Installing, maintaining and repairing electrical power and lighting
- Lighting systems maintenance and repairs.
- Lighting systems and retrofits.

Contractor shall provide all supervision, labor, tools, and equipment to perform electrical services at various City-owned facilities.

Contractor shall record all work and maintain in contact with the Maintenance Supervisor.

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

WEAVER ELECTRIC INCORPORATED

P.O. BOX 7176

GULFPORT, MS 39506-7176

is duly registered and entitled to perform

ELECTRICAL WORK



We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 13 day of Apr., 2020

CERTIFICATE OF RESPONSIBILITY

No. 18960-MC

Expires Apr. 13, 2021

Joel A. Canell

CHAIRMAN OF THE BOARD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
BXS Insurance
2909 13th Street, 4th Floor
Gulfport MS 39501

CONTACT
NAME: Liz WilliamsPHONE
(A/C, No, Ext): 228-863-5362FAX
(A/C, No): 228-863-1957E-MAIL
ADDRESS: liz.williams@bxsi.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Union Insurance Company

25844

INSURER B : Travelers Casualty and Surety Co America

31194

INSURER C : American Interstate Ins Co

31895

INSURER D :

INSURER E :

INSURER F :

INSURED
Weaver Electric, Inc.
P.O. Box 7176
Gulfport MS 39506

WEAVELE-01

COVERAGES

CERTIFICATE NUMBER: 804762928

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR		CPA426941445	5/15/2020	5/15/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:					
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		CPA426941445	5/15/2020	5/15/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$		CPA426941445	5/15/2020	5/15/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	AVWCMS2800392019	5/15/2020	5/15/2021	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A A B	Installation Floater Leased and Rented Equip Crime		CPA426941445 CPA426941445 106497070	5/15/2020 5/15/2020 4/6/2019	5/15/2021 5/15/2021 4/6/2022	Ded \$1,000 \$500,000 Ded \$2,500 \$250,000 Ded \$10,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Auto Liability policies provide the holder with Additional Insured Status and Waiver of Subrogation if required in a written contract or agreement. The Workers Compensation policy provides a Waiver of Subrogation and 30 Day Notice of Cancellation if required in a written contract. The Umbrella Liability is a "follow-form" policy. Forms are available upon request.

Crime Coverage/Fidelity

- Employee Theft \$1,000,000
 - Employee Theft of Client Property \$1,000,000
- Computer Crime
See Attached...

CERTIFICATE HOLDER

Weaver Electric, Inc.
PO Box 7176
Gulfport MS 39506

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY BXS Insurance		NAMED INSURED Weaver Electric, Inc. P.O. Box 7176 Gulfport MS 39506
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

1. Computer Fraud \$1,000,000
Funds Transfer Fraud \$1,000,000
Personal Accounts Protection
1. Identity Fraud Expense Reimbursement \$25,000

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 GULFPORT CITY COUNCIL TO APPROVE MEMORANDUM OF UNDERSTANDING WITH THE HARRISON COUNTY DEVELOPMENT COMMISSION, TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY, AND FOR RELATED PURPOSES

WHEREAS, the Harrison County Development Commission (hereinafter, “HCDC”) owns certain property along Seaway Road in the City of Gulfport; and

WHEREAS, the City of Gulfport has undertaken a project, the “Seaway Road Pedestrian Path Project”, to install sidewalks along Seaway Road; and

WHEREAS, as the aforementioned project has progressed, it has become necessary to reposition certain and various fire hydrants in the area of the project; and

WHEREAS, the City of Gulfport and the HCDC have agreed to the terms and conditions associated with the repositioning of said fire hydrants and those terms and conditions are found in the proposed Memorandum of Understanding attached hereto as Exhibit “A”; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such agreement between the City and HCDC and that such is in the best interest of the City of Gulfport.

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

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

Section 2. That the City of Gulfport City Council hereby approves the proposed Memorandum of Understanding attached hereto as Exhibit “A” and authorizes the Mayor to execute the same 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 and a copy hereof shall be provided to the Harrison County Board of Supervisors for consideration on the next available agenda.

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2019, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE NON-EXCLUSIVE LICENSE AGREEMENT WITH SOUTH MISSISSIPPI FARMER'S MARKET ASSOCIATION, INC., AND TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF GULFPORT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, in an effort to improve the quality of life for its citizens, desires to operate, on a temporary basis, a seasonal farmers and crafts market at Jones Park (Barksdale Pavilion); and

WHEREAS, residents of Gulfport and surrounding communities have become accustomed to a Beach Boulevard Market being offered at the Island View Casino by the entity that presently operates seasonal farmers markets at two city owned locations as a benefit for the citizens of Gulfport; and

WHEREAS, on a temporary basis, Island View is unable to accommodate the Beach Boulevard Market and, being desirous of the Beach Boulevard continuing to operate within the City of Gulfport, the City of Gulfport has expressed an interest in locating, on a temporary basis, the Beach Boulevard at the Barksdale Pavilion in Gulfport's Jones Park according to the terms a conditions of a non-exclusive License Agreement with South Mississippi Farmer's Market Association, Inc., to manage a farmers and crafts market in/at the City's Barksdale Pavilion.

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 non-exclusive License Agreement between the City of Gulfport and the South Mississippi Farmer's Market Association, Inc., in substantially the form attached hereto as Exhibit "A" be and the same is hereby approved 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 be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this the _____ day of _____, 2019.

APPROVED:

MAYOR

LICENSE AGREEMENT FOR OPERATION OF A BEACH BLVD. MARKET

This License Agreement (“Agreement”) is made effective _____, by and between the **CITY OF GULFPORT**, a municipal corporation organized under the laws of Mississippi, with a principal address of P.O. Box 1780, Gulfport, MS 39502, (hereinafter “City”) and **SOUTH MISSISSIPPI FARMERS MARKET ASSOCIATION, INC.**, a nonprofit corporation organized under the laws of Mississippi with a principal office at P.O. Box 689, Long Beach, MS, 39560 (hereinafter “Manager”).

WHEREAS, the City owns real property commonly known as Jones Park in the Gulfport Harbor, Gulfport, Mississippi; and

WHEREAS, the City desires to have a Beach Boulevard Market operate in an area of Jones Park, as shown on **Exhibit A** attached hereto on a short term basis, subject to the terms and conditions of this License Agreement, for the public purpose of providing for sale in the community, nutritious, fresh, seasonal, locally produced food products and other crafts; and

WHEREAS, the Manager has the experience and ability to provide such and desires to enter onto the Jones Park area for the purposes of operating public a public market in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, the parties, for the mutual considerations contained herein, agree to the following:

1. GRANT OF NON-EXCLUSIVE LICENSE

- A. Subject to the terms and conditions set forth in this Agreement, the City grants to the Manager a non-exclusive license to enter onto the premises to operate a seasonal (August – mid-October, vendor and weather permitting) public market (Beach Boulevard Market).
- B. The Manager agrees that only the Manager shall operate the Beach Boulevard Market. The Manager shall arrange for market vendors qualified by the Manager (“Vendors”) to set up stalls to offer farm produce, other food products and crafts (“stalls”) in accordance with the terms and conditions of this Agreement.
- C. Right of Refusal. The Manager will have the first right of refusal to operate any other City-operated Farmers Market that is opened within the municipal boundaries of the City while this Agreement is in effect.

2. TERM

- A. The term of this Agreement shall be for the period August 19, 2020, through October 11, 2020.
- B. Either party to this agreement shall have the right to terminate this Agreement without cause on thirty (30) calendar days with written notice to the other party.
- C. The City shall have the right to terminate this Agreement immediately for cause by giving such notice to the Manager as is reasonably practical for the circumstances. Cause is defined as any breach of this Agreement, or operation inconsistent with the purpose of the Beach Blvd. Market, or for any reason in the best interest of the City.

- 3. **SITE OF THE BEACH BOULEVARD MARKET:** Beach Boulevard Market shall be located at the “Barksdale Pavillion” which is located near the Bert Jones Yacht Basin in or near the City’s Jones Park (see Exhibit “A”). To accommodate special events, on a periodic basis, when agreed upon by the parties hereto, the Beach Boulevard Market may be relocated to the Harbor Market Pavilion or other location in or around Jones Park or cancelled, if necessary.

4. OPERATION OF THE BEACH BLVD. MARKET

- A. The purpose of Beach Boulevard Market is to provide the citizens of the City of Gulfport and the surrounding communities with opportunities to purchase a variety of reasonably priced, high quality, locally produced fresh produce, farm products, seafood, other prepared food items and crafts.
- B. The City does not charge the Vendor for the stall, but the Manager may require such a charge from the Vendor. All Vendor fees shall be remitted to the Manager and are the property of the Manager.
- C. A Vendor shall be approved by the Manager and sell only items approved by the Manager, in accordance with stated South Mississippi Farmers Market Association regulations and policies.
- D. All Vendors shall comply with the law and requests from government health departments regarding smoking or the presence of pets in the area of the products offered for sale.
- E. (1) The Beach Boulevard Market shall operate only on Saturdays seasonally, as defined herein, rain or shine. However, the Manager may in its sole discretion cancel the market with no notice if the Manager determines that on a given day operation of the Market/s is not feasible or if operation of the market would not be safe. The day of operation may be changed based on mutual written agreement of the parties. Subject to prior written approval of the City, periodic additional

markets may be held on dates mutually agreeable to the parties.

- (2) The time for operation of the Beach Boulevard Market shall be from 10:00 AM–2:00 PM. The time of operation may be changed based on mutual written agreement of the parties.
 - (3) Vendors at the Beach Boulevard Market will be allowed to begin setting up their stalls at 9:00 AM. Earlier set up allowed only with permission of the Manager.
 - (4) Vendors must remove their property, stall, products and vehicles and leave the areas clean, no later than 3:00 PM on the day of the market. The Manager shall be responsible to the City for any costs incurred by the City for a vendor's failure to timely remove all property of the Vendor.
- F. All Vendors shall comply with laws, industry standards, and requests of government health departments, including, but not limited to:
- (1) Labeling of bulk packages, and other food produce or products;
 - (2) Providing instruction (ie., keep refrigerated, or use by a certain date);
 - (3) Taxes;
 - (4) Licenses and permits;
 - (5) Food handling and safety as to transport, display, and dispensing including temperature, sanitation, and contamination risks;
 - (6) Farming practices, slaughter, manufacture of processed foods;
 - (7) Posting of prices and vendor identification;
 - (8) Legal weighing scales;
 - (9) Appropriate dress and behavior.
- G. No cooking of any food will be allowed on site, and no cooking demonstrations will be allowed.
- H. Vendors shall be allowed to sell only products approved by the Manager.
- I. Vendors shall be open for business and sales only during the times allowed by this Agreement.
- J. The Manager and all Vendors shall behave toward the public, park staff, other vendors, and customers in a courteous and professional manner.

- K. A procedure for security and maintenance of the Beach Boulevard Market area will be established by the City and provided to the Manager.

5. USE OF PREMISES

- A. The Manager recognizes that the premises are a municipal public park/parking lot. The premises shall not be used for any purpose for which municipal public parks/parking lot may not be used.
- B. Vendors selected by the Manager shall have permission to operate a stall which permission can be immediately revoked by the Manager or the City for any reason in the best interest of the Manager or the City. Upon revocation of this permission, the Vendor will immediately and peaceably leave the premises.
- C. The Manager and Vendors shall refrain from excessive noise and hawking.
- D. The City will provide up to four (4) “spider boxes” at the Beach Boulevard Market at a location to be agreed upon by the Manager and the City.
- E. The Manager will operate the Beach Boulevard Market with the highest industry standards and provide a high quality, healthy, innovative, affordable, and safe space for the market patrons.
- F. The Manager will not operate the Beach Boulevard Market in a manner to disturb or disrupt unreasonably other activities or the public in the area. The Manager will not allow Vendors to obstruct any public way at any time.

6. RESPONSIBILITIES OF THE MANAGER

- A. The Manager shall solicit, approve, and select Vendors to participate in the Beach Blvd. Market. The Manager will not allow any sublet or assignment of stall space or any other activity that will allow an unknown vendor to operate at the Beach Blvd. Market.
- B. The Manager shall adopt rules for Vendors, which rules are consistent and compliant with this Agreement, and ensure that the Vendors are aware of the rules and act in accordance with the rules.
- C. The Manager shall resolve all Vendor and customer complaints in a professional, fair, and timely manner.
- D. The Manager shall be on site and be in charge of the operation of the Beach Blvd. Market at all times that Vendors are present and during times when the market is operating.
- E. The Manager shall work with the local media to promote the market.

- F. The Manager shall maintain a desirable appearing market area; and keep the premises in good order and in a clean and sanitary condition on the days of the market, including the removal of any substance or debris that attracts vermin or insects.
- G. The Manager shall be informed regarding the items being sold and will use its best efforts to provide variety and high quality in the products being sold.
- H. The Manager shall have the responsibility for assigning stalls to specific Vendors and for immediately resolving any disputes regarding stall assignments.
- I. The Manager shall strive to increase the number of Vendors operating at the market.
- J. The Manager shall have the responsibility to eject any objectionable or noncompliant Vendor. Additionally, the Manager shall immediately eject any Vendor at the request of the Director of Parks and Recreation. No Vendor shall have any rights of appeal from a decision of the City or Manager that the Vendor be ejected.
- K. The Manager shall ensure that the operation of the market complies with applicable USDA Farmers. Market Nutrition Programs including Senior Farmers Market Nutrition Program and food stamp programs.
- L. The Manager shall operate the market in a manner so as to reduce, as much as reasonably possible, any dangers associated with consumption of food products sold and dangers such as tripping, falling, or any other dangerous conditions resulting from Vendors' ingress, egress, set up, take down, or any other operation or participation in the market.
- M. The Manager shall ensure that the market is operated in compliance with any requirements or requests of the City's General Finance Office, City License Commission, State Department of Health, Police Department, Fire Department, Leisure Services Department, and the Mississippi Department of Agriculture and Commerce.
- N. The Manager is required to ensure that the market is operated in accordance with all federal, state, and local codes, laws, rules, regulations, and ordinances that pertain to the operation of the market, including, but not limited to, any tax laws, child labor laws, licenses, permits, food handling and safety, farming practices, animal slaughter, manufacture of processed foods (ex. jam, pie), permits to sell processed foods, temperature and sanitation requirements for the storage, transport, and sale of certain items (ex. eggs, meat), sanitary covering of displayed produce, gloves or other sanitation requirements for the dispensing of items, displays of samples in a manner to decrease contamination potential, clear posting of prices, clear posting of name and farm location of the Vendor, and legal weighing scales.
- O. The Manager shall operate the market, and require that all Vendors operate in a professional, safe, sanitary, and lawful manner in total compliance with this Agreement.
- P. Neither the Manager nor any Vendors shall perform sales or other activity that does not have the approval of the Director of Leisure Services.

7. RESPONSIBILITIES OF THE CITY

- A. The City shall have the responsibility to provide for litter containment (i.e., trash cans) during the Beach Boulevard Market and, at the end of each day, clean up and removal of all trash created by the operation of the Beach Blvd. Market.
- B. The City shall provide reasonable vendor and customer parking, ingress, and egress for the operation of the market.
- C. The City reserves the right to make rules and regulations regarding the use of park and community center property, including, rules regarding signs, entertainment, minimum and maximum number and type of vendor, and noise levels.
- D. The City shall provide the Manager reasonable notice of City-sponsored events that may impede the operation of the market.

8. STATUS OF MANAGER AND VENDORS

- A. The Manager and all Vendors are independent contractors and not agents or employees for the City.
- B. The Manager and all Vendors are responsible as to itself and its staff for all insurance, taxes, and any other legal responsibility of an employer or market operator.

9. RIGHT OF ENTRY

The City reserves the right to enter the premises to inspect the operation of the market, the premises, and Manager or Vendor products, equipment, or structures at any time.

10. INSURANCE REQUIREMENTS

General Liability Insurance and indemnity. Manager shall keep in full force and effect at its expense a policy of general liability, naming the City as co-insured of combined single limit coverage of not less than \$2,000,000.00 with a company having a rating acceptable to the City, and shall provide a certificate or other proof of coverage to the City. It is understood that under this contract, the Contractor shall be in full custody and control of the Jones Park dedicated Pavilion designated area during the hour set forth herein and as may otherwise be agreed to by the parties and that it indemnifies and agrees to hold harmless the City from any claims of liability for injury, death, or damages or loss to properties occurring on, or as a result of the use of the premises, not otherwise the fault of the City.

11. INDEMNIFICATION

Indemnity. SOUTH MISSISSIPPI FARMERS MARKET ASSOCIATION, INC., and its agents, servants, employees, and representatives agree to fully defend, indemnify, and hold harmless the City and its employees, agents, and officials with respect to and from and against any and all claims, demands, causes of actions, damages, injuries, fees, expenses, penalties,

lawsuits, judgments, and orders, including, without limitation, attorneys' fees, which in any way arise out of or relate to any acts of omission or commission of or attributed to SOUTH MISSISSIPPI FARMERS MARKET ASSOCIATION, INC., and/or its agents, servants, employees, visitors, invites, guests, and representatives, including, but not limited to, those asserted as negligent, gross negligent, and/or intentional. 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. § 11-46-9(1) (Rev. 2001), the City agrees to defend, indemnify, and hold harmless SOUTH MISSISSIPPI FARMERS MARKET ASSOCIATION, INC., and its employees agents, and officials with respect to or from and against all claims, demands, causes of actions, damages, injuries, fees, expenses, penalties, lawsuits, judgments, and orders arising out of or as a result of negligent acts or omissions attributable to the City with respect to the Beach Blvd. Market which is the subject of this Agreement.

12. CONFLICT OF INTEREST

The Manager warrants that in the performance of this Agreement that it does not have any interest, direct or indirect, which will create or cause a conflict of interest in any manner or degree with the performance of the services hereunder.

13. ASSIGNMENT AND AMENDMENT

The Manager shall not sublet, assign, or transfer its interest in this Agreement. This Agreement may be amended only by a written amendment signed by all of the parties.

14. APPLICABLE LAW AND EXCLUSIVE FORUM

The parties agree as follows: The Laws of Mississippi shall govern the validity, interpretation, construction and performance of this Agreement and that the state courts of the State of Mississippi shall be the exclusive forum for the resolution of any lawsuits brought concerning this Agreement.

15. NOTICES

A. Unless otherwise expressly provided herein, all notices and other communications given pursuant to this Agreement shall be in writing and shall be sent to the persons at the addresses identified below by:

- (1) First class, United States mail, postage prepaid, certified, with return receipt requested, or
- (2) Hand delivery during usual business hours to the intended addressee.

All such notices and other communications shall be effective on the actual date of delivery, receipt, or rejection of delivery, if known, otherwise (i) in three (3) business days after deposit in United States mail in case of (1) above; (ii) actual delivery in case of (2) above; and (iii) the next business day in case of (3) above.

B. Notices to the City shall be sent to:

Mayor

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

With a Copy to the City Attorney and the Director of Leisure Services also at P.O. Box 1780,
Gulfport, MS 39502.

Notices to the Manager shall be sent to:

Diane Claughton
South MS Farmers Market Association Inc.
3590 County Court North
Mobile, AL 36619

Signed by all parties on the dates indicated:

SOUTH MISSISSIPPI FARMERS
MARKET ASSOCIATION, INC.

CITY OF GULFPORT

By _____
Title _____

Date Signed _____

BILLY HEWES
Mayor

Date Signed _____



PROPOSAL TO TEMPORARILY RELOCATE BEACH BLVD. MARKET TO JONES PARK.

South Mississippi Farmers Market Association is requesting the use of the Amphitheater in Jones Park for the Beach Blvd. Market, which normally is sponsored by, and operates in front of, the Island View Casino. Due to the effects of Covid 19 the Island View Casino is unable to host the market at this time, but we are assured that we will be able to return as soon as is feasible.

That being so we request the Gulfport Parks and Recreation Department and the City of Gulfport to grant us a temporary no-cost lease on the Amphitheater in Jones Park every Saturday from 9am – 3pm, hours which will cover market set-up and tear-down as well as the normal opening times of 10am – 2pm. Start and finish days for the lease to be discussed. We would also request that in the event of the Amphitheater being unavailable for any reason we can be relocated to another of the two Pavilions in Jones Park.

Beach Blvd. Market is a food and craft market which only takes local growers, food producers, artists and craftspeople. It has been open and operating every Saturday since 2016. It is sponsored by, and is run under the umbrella of, South Mississippi Farmers Market Association. It is hands on managed by Suzanne Paulk, who has been Market Manager from the market's inception.

South Mississippi Farmers Market Association is a 501(c)(3) and a copy of the IRS determination letter can be sent if required.

Diane Claughton
Co-Founder
South Mississippi Farmers Market Association
3590 Country Ct. N,
Mobile, AL 36619
228-257-2496
dclaughton@bellsouth.net

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 EXECUTION OF THE ORDER CONFIRMATIONS TO NEXTRAQ FOR
VEHICLE TRACKING SERVICES, TO AUTHORIZE THE MAYOR TO EXECUTE
THE SAME ON BEHALF OF THE CITY, AND FOR RELATED PURPOSES**

WHEREAS, the City of Gulfport requires ongoing vehicle tracking services for the Public Works Department; and

WHEREAS, NexTraq has provided the attached Order Confirmations for execution by the City in connection with the upgrade to the vehicle tracking system currently being used by the Department of Public Works (and has used since 2014), and add additional vehicles to the system, as set forth in the supporting documentation and recommended for approval by Connie Debenport, Purchasing Manager, (see Exhibit “A” attached hereto); and

WHEREAS, the Council finds that it is in the best interest of the City to execute the order confirmations for the aforementioned services to NexTraq, and to approve the order confirmations with NexTraq, concerning the same.

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 execution of the order confirmations be approved, and the proposed Order Confirmations between NexTraq and the City of Gulfport which are attached

hereto as Exhibit "A" be and they are hereby approved and found to be in the best interest of the City, and the Mayor is hereby authorized to execute the same on behalf of the City of Gulfport.

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

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

APPROVED:

MAYOR

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, CPPB

Date: August 4, 2020

**Re: Request Approval of Services Agreement
NexTraq – Vehicle Tracking Services
Department of Public Works – Maintenance Garage**

Please see attached Service Agreement/Order Confirmation from NexTraq, for services to upgrade the current vehicle tracking system. We will increase from 46 units to 106 units for a term of 36 months. Total monthly services will be \$1,690.00. The Department of Public Works has been utilizing this service since 2014.

It is my recommendation to enter into this agreement. Thank you for your consideration.

Current upgrade

Order Details

07/29/2020

Account Name: City of Gulfport-Streets & Drainage

Sales Rep: Seth Derstine

Account Number: 587

Shipping Address: 4050 Hewes Ave.
Gulfport, MS 39507

Customer Contact Name: Richard Thorsten

Customer Contact

Customer Contact Email: rthorsten@gulfport-ms.gov

Phone: (228) 868-5840

Term: 36 months

Monthly Service: \$733.70

Type: HW Network Upgrade

Shipping (FedEx Ground): \$290.00

Network: CDMA (Verizon)

Due at Signing: \$1,023.70*

Verizon:

Billing Frequency: Annually

Terms and conditions have been agreed upon and can be viewed at www.nextraq.com/advantage/terms

**Sales tax will be calculated at time of invoicing in applicable states (MO, SC, WA, FL, GA, TX)*

Product	Quantity	Term (Months)	Unit Price	Total Price
Hardware - VT - 3-Wire Kit (internal antenna)	46	1	\$0.00	\$0.00
Service - VT Complete	46	36	\$15.95	\$733.70

Terms & Conditions

Advantage Program

Clicking below and accepting this order creates a binding agreement between you (the Customer named above) and NexTraq, effective as of the earlier of NexTraq's acceptance of your Order or NexTraq's delivery of products and/or services to you. This agreement is comprised of terms described in this order and additional terms and conditions found at www.nextraq.com/advantage/terms ("Terms and Conditions"). The products and services described herein, and your use thereof, are subject to the Terms and Conditions, which may be updated from time to time as described therein. These terms and conditions should be read carefully. You must click on the link for the Terms and Conditions and then check the box below to proceed. I acknowledge that I have fully read, understand and agree to the Terms and Conditions at www.nextraq.com/advantage/terms

I acknowledge and agree to the NexTraq terms and conditions below

(You must click on link to accept terms and conditions)

Special Instructions

competitive contract upgrade. Hardwire units for easy box swap with current vehicles. Customer will self install. Customer has been made aware to call in or e-mail swaps as upgrades are completed. Customers Pays Annually each Feb Pricing in OOC correlates to new units added in separate OOC.

Order Confirmation

Accept Order

Reject Order

Signature

Name:

Email:

New

Order Details

07/29/2020

Account Name: City of Gulfport-Streets
& Drainage

Account Number: 587

Customer Contact Name: Richard Thorsten

Customer Contact Email: rthorsten@gulfport-
ms.gov

Monthly Service: \$957.00

Shipping (FedEx
Ground): \$0.00

Due at Signing: \$957.00*

Billing Frequency: Annually

Sales Rep: Seth Derstine

Shipping Address: 4050 Hewes Ave.
Gulfport, MS 39507

Customer Contact

Phone: (228) 868-5840

Term: 36 months

Type: New Business

Network: CDMA (Verizon)

Verizon:

Terms and conditions have been agreed upon and can be viewed at www.nextraq.com/advantage/terms

*Sales tax will be calculated at time of invoicing in applicable states (MO, SC, WA, FL, GA, TX)

Product	Quantity	Term (Months)	Unit Price	Total Price
Hardware - VT - 3-Wire Kit (internal antenna)	60	1	\$0.00	\$0.00
Service - VT Complete	60	36	\$15.95	\$957.00

Terms & Conditions

Advantage Program

Clicking below and accepting this order creates a binding agreement between you (the Customer named above) and NexTraq, effective as of the earlier of NexTraq's acceptance of your Order or NexTraq's delivery of products and/or services to you. This agreement is comprised of terms described in this order and additional terms and conditions found at www.nextraq.com/advantage/terms ("Terms and Conditions"). The products and services described herein, and your use thereof, are subject to the Terms and Conditions, which may be updated from time to time as described therein. These terms and conditions should be read carefully. You must click on the link for the Terms and Conditions and then check the box below to proceed. I acknowledge that I have fully read, understand and agree to the Terms and Conditions at www.nextraq.com/advantage/terms

I acknowledge and agree to the NexTraq terms and conditions below

(You must click on link to accept terms and conditions)

Special Instructions

New units correlating with renewal/upgrade OOC. Customer will self install. Customers Pays Annually each Feb Pricing in OOC is for all additional units added under this new agreement

Order Confirmation

Accept Order

Reject Order

Signature

Name:

Email:

60 + 46
15.95

100

Connie Debenport

From: Connie Debenport
Sent: Wednesday, July 22, 2020 2:43 PM
To: Veronica Weaver
Cc: Ryan Merrill
Subject: RE: Nextraq Contract

Tracking:	Recipient	Read
	Veronica Weaver	Read: 7/22/2020 2:53 PM
	Ryan Merrill	Read: 7/22/2020 2:48 PM

If a signature is required – it must go before City Council....sorry.

cnd

From: Veronica Weaver <vweaver@gulfport-ms.gov>
Sent: Wednesday, July 22, 2020 2:38 PM
To: Connie Debenport <cdebenport@gulfport-ms.gov>
Cc: Ryan Merrill <rmerrill@gulfport-ms.gov>
Subject: Nextraq Contract

Hi Ms. Connie,

Currently, we had 49 Nextraq units (first attachment) for vehicle tracking. We have worked with Nextraq and they're willing to lower our cost to \$15.95/unit (it had previously been about \$30/unit I believe?).

Also, we are wanting to ADD an additional 57 units (second attachment) to our contract for a total of 106 units – these would also be at the new \$15.95/unit cost.

As shown on page 2 of both attachments, there is an online form where we can accept and digitally sign for this contract revision --- Ryan and I were wondering if this contract revision would need to go before Council first for approval or if Richard can sign for it on his own?

FYI: The last couple of years we have paid for our Nextraq tracking services annually around February (this year they haven't sent me a bill, I've asked for one via email, still waiting).

Thank you!

Veronica M. Weaver, M.B.A.
Budget Analyst
Department of Public Works

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 PROFESSIONAL APPRAISAL SERVICES CONTRACT
WITH MISSISSIPPI VALUATIONS, LLC D/B/A VALBRIDGE PROPERTY
ADVISORS, WITH RESPECT TO CERTAIN WATER AND/OR SEWER
IMPROVEMENTS PROJECTS, TO AUTHORIZE THE MAYOR TO EXECUTE THE
SAME, AND FOR RELATED PURPOSES**

WHEREAS, the City of Gulfport intends to undertake several sewer improvements projects intended to extend sewer and/or water service to areas not currently with public water and/or sanitary sewer service and the aforementioned projects will require acquisition by negotiation or by eminent domain of real property or easements; and

WHEREAS, the City of Gulfport must, therefore, engage the services of a real estate appraiser to appraise the fair market value of each property interest which must be obtained in order to assist in determining just compensation for the property to be acquired for the Projects; and

WHEREAS, the City Council previously approved the engagement of Everette E. Ladner III, now of Mississippi Valuations, LLC d/b/a Valbridge Property Advisors to perform the appraisals required by the Projects; and

WHEREAS, a proposed Professional Appraisal Services Agreement was prepared by the City's Legal Department is attached hereto as Exhibit "A" to this Resolution for consideration by the City Council; and

WHEREAS, the governing authority of the City of Gulfport is of the opinion that it is in the best interest of the City that the proposed Professional Appraisal Services Agreement found at Exhibit "A" hereto is in the best interest of the City and that the same should be approved and executed by the Mayor on behalf of the City.

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

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

Section 2. That the proposed Professional Appraisal Services Agreement found at Exhibit “A” hereto be and the same is hereby approved, and the Mayor be and he is hereby authorized to execute the same on behalf of the City.

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

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

APPROVED:

MAYOR

**AGREEMENT BETWEEN THE CITY OF
GULFPORT AND MISSISSIPPI VALUATIONS, LLC D/B/A VALBRIDGE PROPERTY
ADVISORS FOR THE PROVISION OF CERTAIN APPRAISAL SERVICES RELATED TO
CERTAIN SEWER AND/OR WATER IMPROVEMENTS PROJECTS AROUND THE CITY**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2020, by and between the City of Gulfport, Mississippi (hereinafter called CITY) and Mississippi Valuations, LLC d/b/a Valbridge Property Advisors (hereinafter called THE COMPANY) concerning the provision of certain appraisal services related to certain Water and/or Sewer Improvements Projects around the City (ie, projects intended to extend water and/or sewer service to areas not currently served), as more fully defined below, on the terms and conditions and under the authority hereinafter set forth:

IT IS HEREBY AGREED:

1. **SCOPE OF SERVICES:** Company shall conduct, prepare, draft, generate, provide, and deliver an original appraisal of real property and improvements, if any, as requested and required by the City with respect to the certain Water and/or Sewer Improvements Projects around the City in the form and manner required by City in association with this Project. The work shall be completed in a timely manner, and any reasonable and specific requests by the City with regard to a completion date shall be met by the Company. The parties hereto agree that all appraisals required hereunder shall be performed by Everette Ladner, III.
2. **CONSIDERATION.** As consideration for satisfactory performance under this agreement and in addition to other forms of consideration set forth herein, City agrees to pay and Company agrees to accept the total sum of \$1,400 per appraisal satisfactorily completed and delivered to the City. The aforementioned fee shall be paid by the City to the Company within 45 days of delivery of the appraisal.
3. **TERM.** Unless terminated as provided for herein, the term of this Agreement shall be from September 1, 2020, through August 31, 2021.
4. **TERMINATION.** Should the City determine that it is not in its best interest to continue the Agreement, that party may terminate this Agreement by giving written thirty (30) day notice to the other party of such termination and specifying the effective date thereof. After notice is given as provided herein, this Agreement will become void.
5. **ASSIGNABILITY AND SUBCONTRACTING.** Company shall not assign any interest in this Agreement, and shall not transfer any interest in same without the prior written consent of the City thereto.
6. **DISCRIMINATION.** Company understands that City is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, state or local laws. All such discrimination is unlawful and Company agrees during the term of this Agreement to adhere strictly to this Policy in its employment practices and provision of services.
7. **INDEMNITY.** Company and its agents, servants, employees, and representatives agree to fully defend, indemnify, and hold harmless the City and its employees, agents, and officials with respect to and from and against any and all claims, demands, causes of actions, damages, injuries, fees, expenses, penalties, lawsuits, judgments, and orders, including, without limitation, attorneys' fees, which in any way arise out of or relate to any acts of omission or commission of or attributed to Company and/or its agents, servants, employees, visitors, invites, guests, and representatives, including, but not limited to, those asserted as negligent, gross negligent, and/or

intentional and with respect to any and all claims made against the City of Gulfport that may arise out of or relate in in any way to the work which is the subject of this Agreement.

8. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the City and Company relating to the scope of services set forth herein and no prior written or oral covenants or representations relating thereto and not set forth herein shall be binding on either party hereto.
9. SEVERABILITY; NON-ENDORSEMENT. 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.
10. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, and any litigation with respect thereto shall be brought in the courts of Harrison County, Mississippi. The Company further states that it is aware and understands that it is responsible for ensuring that all applicable laws, statutes, ordinances, regulations or other governmental rules, federal, state or local, are followed and/or complied with in the execution of the scope of services found in this Agreement. The Company further agrees that it will execute any and all documents required by the City relative to the funding source for the project. The Company further agrees that it will generate and provide to the City any and all documentation necessary for the work performed by Company under this agreement to comply with any and all applicable laws, statutes, ordinances, regulations or other governmental rules, federal, state or local. Further, the Company agrees to maintain its files and documentation concerning this matter thru the "close out" of the project by the City.
11. INSURANCE. Company shall maintain general liability insurance, with a minimum coverage limits of one million dollars (\$1,000,000.00) which shall cover all work performed by Company and any claims that may arise against Company in connection with the services to be furnished pursuant to this contract. Company shall maintain workers compensation insurance, within the limits required by law and/or employees liability insurance. Company shall name the City of Gulfport as an additional named insured on all Company's policies required hereunder. Company shall inform and notify the City in writing within fourteen (14) days of any claims of liability resulting from the execution of the work required by the scope of work herein. Company shall provide proof of coverage. Within thirty (30) days of annual expiration of Company's insurance policy(ies), Company shall provide City with proof of renewal or proof of coverage by a different carrier. Company shall require each and all sub-contractors to maintain insurance in accord with the provisions set forth herein.
12. NOTICES. Official notice to the Company shall be to the mailing address identified below unless a change of address is provided to City in writing. Notice to City shall be to Mayor, City of Gulfport, 2309 15th Street, Gulfport, MS 39501 with a courtesy copy to City Attorney at same address. All official notices shall be in writing and served by U. S. Mail or by hand delivery.
13. OFFICIAL APPROVAL OF CONTRACT/AMENDMENT. This Contract shall take full force and effect only after it is signed by the Mayor and also signed by the Company. The date of last signature shall be the effective date. Any Amendment to this Contract shall be in writing and require official approval by the Governing Authority and be signed by the Mayor and the Company.
14. AUTHORITY TO EXECUTE. It is acknowledged by signature below that the undersigned is an authorized and proper agent and representative of Company and that he or she signed this agreement with full authority and on behalf of the Company.

IN WITNESS WHEREOF, CITY and COMPANY have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and to COMPANY.

This Agreement will be effective on September 1, 2020.

CITY:

COMPANY:

CITY OF GULFPORT, MISSISSIPPI

MISSISSIPPI VALUATIONS, LLC D/B/A
VALBRIDGE PROPERTY ADVISORS

BY: _____

BY: _____

ADDRESS:

ADDRESS:

P.O. Box 1780
Gulfport, MS 39502

1010 Ford Street
Gulfport, MS 39507

DATE: _____

DATE: _____

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

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
TO APPROVE SUPPLEMENTAL AGREEMENT #4 TO CONTRACT WITH JAY
BEARDEN CONSTRUCTION, INC., FOR THE COURTHOUSE ROAD
IMPROVEMENTS FROM US 90 TO PASS ROAD PROJECT, TO AUTHORIZE THE
MAYOR TO EXECUTE SAID AGREEMENT AND FOR RELATED PURPOSES**

WHEREAS, Jay Bearden Construction, Inc., was awarded the contract for 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 #4 which is attached hereto as a part of Exhibit “A”, resulting in an INCREASE in contract days (130.22 calendar days); and

WHEREAS, approval of Supplemental Agreement #2 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 #4 to the City’s contract with Jay Bearden Construction, Inc., be and it is hereby approved in the form as is found in Exhibit “A” to this

resolution, and the Mayor is, hereby, authorized to execute the same on behalf of the City of Gulfport.

SECTION 3. That the final pay application is authorized to be paid and that payment of the same via a special check is hereby authorized.

SECTION 4. 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 5. That the INCREASE in contract days is reasonable in light of all relevant facts and circumstances.

SECTION 6. 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

City of Gulfport, Mississippi
Project No. STP-9372-00(009) LPA/106903-701000,
SUPPLEMENTAL AGREEMENT NO. 4

WHEREAS, WE, Jay Bearden Construction, Inc., Contractor, and Travelers Casualty and Surety Company of America, Surety, entered into a contract with the City of Gulfport, Mississippi, LPA, on the 11th day of May, 2017, for the construction of Federal Aid Project No. STP-9372-00(009) LPA/106903-701000, Harrison County; AND

WHEREAS: The project provides for Reconstruction of Courthouse Road from U.S. Highway 90 to Pass Road. Work includes paving, raised medians, sidewalks, sub-surface drainage, roadway lighting, and the installation of traffic signals; AND

WHEREAS: During the course of construction of this project, multiple areas of utility conflicts, field changes, differing site conditions and unanticipated delays were encountered; AND

WHEREAS: The Contractor has requested an additional 130.22 Working Days due to these delays. The request has been reviewed and found to be acceptable; AND

NOW, THEREFORE: Contract time will be added for the delays caused by utility conflicts, field changes, differing site conditions and unanticipated delays. As the contract currently allows for 276 working days (211 original contract + 40 working days per SA#1 + 25 working days per SA#3), an addition of 130.22 working days will result in a revised contract amount of 406.22 working days. Leaving an assessment of 18 calendar days of liquidated damages. It is mutually agreed that the above stated price and time extension is full and final compensation from the City only for all materials, equipment, labor, incidentals, and delays necessary to complete the work addressed herein. This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

This Supplemental Agreement has been discussed with the Sixth District (Faggard & Seyfarth), Construction Division (Grondin), and LPA Division (Frederick).

City of Gulfport, MississippiProject No. STP-9372-00(009) LPA/106903-701000,**SUPPLEMENTAL AGREEMENT NO. 4**

NOW, THEREFORE, WE Jay Bearden Construction, Inc., Contractor, and Travelers Casualty and Surety Company of America , Surety, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

Dated, this ____ day of _____, 2020.Travelers Casualty and Surety Company of America
SuretyJay Bearden Construction, Inc.
ContractorBy: _____
(Signature) Date_____
(Signature) Date**RECOMMENDED FOR APPROVAL:**_____
LPA Project Engineer/Architect Date_____
MDOT District Engineer Date_____
MDOT State Construction Engineer Date_____
MDOT Executive Director Date
for the Mississippi Transportation Commission

Book _____ Page _____

APPROVED:_____
LPA OFFICIAL Date
Honorable Billy Hewes
Mayor, City of Gulfport, MS

City of Gulfport, Mississippi
Project No. STP-9372-00(009) LPA/106903-701000,
SUPPLEMENTAL AGREEMENT NO. 4

SUPPLEMENTAL SHEET 1 of 1

DETAIL EXPLANATION OF NECESSITY OF WORK INVOLVED:

While still under contract, JBC filed suit against the City and others. One of the contractor's main arguments has been that it should not have been assessed liquidated damages on this project since various delays occurred for reasons beyond its control. Without admitting any fault or conceding JBC' claims, the City has reached a full and final resolution with JBC that resolves this suit against it and fully and finally closes out the project. JBC has submitted information that could be supportive of its request for additional work days in the amount of 123 working days or 515 calendar days. As part of this resolution, it was agreed that 295 calendar days previously assessed as liquidated damages would be canceled and 18 calendar days in liquidated damages would remain.

LPA PROJECT ENGINEER
Robert K. Riemann, P.E.
Director of Engineering
City of Gulfport

LPA OFFICIAL
Honorable Billy Hewes
Mayor, City of Gulfport, MS

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

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
TO AUTHORIZE ACCEPTANCE OF GRANT AWARD FROM THE NATURAL
RESOURCE CONSERVATION SERVICE, APPROVE A NOTICE OF GRANT AND
AGREEMENT AWARD, AND TO AUTHORIZE THE MAYOR TO EXECUTE THE
SAME AND ANY OTHER DOCUMENTS THAT MAY BE REQUIRED TO
EFFECTUATE THE ACCEPTANCE OF THE GRANT FUNDING, AND FOR
RELATED PURPOSES**

WHEREAS, the City of Gulfport desires to undertake a project, on an emergency basis, to repair bank erosion at four locations (Seaway Road, Courthouse Road, Magnolia Court and Flat Branch at Highway 49); and

WHEREAS, pursuant to authority granted by the City Council, the City of Gulfport applied for federal funding from the Natural Resource Conservation Service to undertake the aforementioned projects; and

WHEREAS, the total estimated design and construction cost of the projects is \$398,825.00, with grant funding awarded by the Natural Resource Conservation Service (NRCS) to cover \$306,075.00 of that cost and the remaining \$92,750.00 to be paid by the City of Gulfport; and

WHEREAS, to secure the awarded grant funds, the attached Notice of Grant and Agreement Award (See Exhibit “A” hereto) must be executed by 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 the Notice of Grant and Agreement Award be and the same are hereby approved in substantially the same form as is found in Exhibit “A” to this Resolution, 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 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



NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number NR204423XXXXC069	2. Amendment Number	3. Award /Project Period NRCS signature - 02/05/2021	4. Type of award instrument: Cooperative Agreement
5. Agency (Name and Address) Natural Resources Conservation Service 100 West Capitol Street, Suite 1321 Jackson, MS 39269		6. Recipient Organization (Name and Address) CITY OF GULFPORT P.O. BOX 1780 GULFPORT MS 39502-1780 DUNS: 121918221 EIN:	
7. NRCS Program Contact Name: Norman Patterson Phone: 601-909-3325 Email: norman.patterson@usda.gov	8. NRCS Administrative Contact Name: MOIRA SANFORD Phone: (614) 255-2495 Email: MOIRA.SANFORD@USDA.GOV	9. Recipient Program Contact Name: Wayne E. Miller Phone: 228-868-5740 Email: wmiller@gulfport-ms.gov	10. Recipient Administrative Contact Name: Wayne E. Miller Phone: 228-868-5740 Email: wmiller@gulfport-ms.gov
11. CFDA 10.923	12. Authority 33 U.S.C. 701b-1	13. Type of Action New Agreement	14. Program Director Name: Wayne E. Miller Phone: 228-868-5740 Email: wmiller@gulfport-ms.gov
15. Project Title/ Description: MS EWP 5282 5283 City of Gulfport, Harrison County, DSRs 28-4-18-5282-322 & 323, 280471821 and 280471823, streambank stabilization (6000015155)			
16. Entity Type: C = City or township Government			
17. Select Funding Type			
Select funding type:	☒ Federal	☒ Non-Federal	
Original funds total	\$306,075.00	\$92,750.00	
Additional funds total	\$0.00	\$0.00	
Grand total	\$306,075.00	\$92,750.00	
18. Approved Budget			

Personnel	\$0.00	Fringe Benefits	\$0.00
Travel	\$0.00	Equipment	\$0.00
Supplies	\$0.00	Contractual	\$0.00
Construction	\$278,250.00	Other	\$27,825.00
Total Direct Cost	\$306,075.00	Total Indirect Cost	\$0.00
		Total Non-Federal Funds	\$92,750.00
		Total Federal Funds Awarded	\$306,075.00
		Total Approved Budget	\$398,825.00

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative Kurt Readus State Conservationist	Signature	Date
Name and Title of Authorized Recipient Representative Billy Hewes Mayor	Signature	Date

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotope, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

Statement of Work

Purpose

The purpose of this agreement is for the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the "NRCS", to provide technical and financial assistance to the City of Gulfport, hereinafter referred to as the "Sponsor", for EWP Project # 5282 & 5283 in Harrison County, Mississippi for implementation of recovery measures, that, if left undone, pose a risk to life and/or property

Objectives

The design and installation of EWP measures as detailed in the individual Damage Survey Reports (DSR) and described here:

- 28-4-18-5282-323- Flat Branch At Hwy 49 Site #2- Streambank Stabilization- \$105,500.00
- 28-4-18-5282-322- 15556 Old Magnolia Court- Streambank Stabilization- \$84,000.00
- 280471821- Seaway Road- Streambank Stabilization- \$70,000.00
- 280471823- Courthouse Road- Streambank Stabilization- \$111,500.00

Budget Narrative

A. The estimated costs for the Project:

1. Total Estimated Project Budget: \$398,825.00

The budget includes:

Financial Assistance (FA) Costs:

Construction Costs (75% NRCS \$278,250.00 + 25% Sponsor \$92,750.000): \$371,000.00

Technical Assistance (TA) Costs:

100% NRCS (7.5% of total construction cost): \$27,825.00

2. NRCS pays up to 75 percent of eligible construction costs and Sponsor pays 25 percent of construction costs. NRCS will contribute up to 7.5 percent of the total construction cost for contract administration and construction management costs. It is possible that technical and administrative costs will exceed this amount, requiring the Sponsor to contribute resources to complete technical and administrative work

3. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for financial assistance (FA) and one for technical assistance (TA). FA costs are associated with construction activities; TA costs are associated with services. These expenditures shall be accounted for separately in order for expenses to be eligible for reimbursement.

4. NRCS will provide FA for actual costs as reimbursement to the Sponsor for approved on-the-ground construction costs, subject to above limits. If costs are reduced, reimbursement will be reduced accordingly. Construction costs are associated with the installation of the project measures including labor, equipment and materials.

5. NRCS will provide TA reimbursement to the Sponsor for technical and administrative costs directly charged to the project, subject to the above limits. If costs are reduced, reimbursement will be reduced accordingly. These costs include

a. engineering costs include, but not limited to, developing a project design that includes construction drawings and specifications, an operation and maintenance plan, a quality assurance/inspection plan and an engineer's estimate of the project installation costs in addition to providing necessary quality assurance during construction.

b. contract administration costs include, but not limited to, soliciting, evaluating, awarding and administering contracts for construction and engineering services, including project management, verifying invoices and record keeping.

6. The Sponsor will contribute funds toward the total construction costs in either direct cash expenditures, the value of non-cash materials or services, or in-kind contributions. The value of any in-kind contribution shall be agreed to in

writing prior to implementation.

Responsibilities of the Parties:

A. Sponsor will—

1. Accomplish construction of the EWP project measures by contracting, in-kind construction services, or a combination of both.
2. Ensure and certify by signing this agreement that its cost share obligation is from a non-Federal source.
3. Comply with the terms and conditions of this agreement and the attached general terms and conditions except those that are not applicable to State and local governments.
4. Acquire adequate real property rights (land and water), permits and licenses in accordance with local, state, and Federal laws necessary for the installation of EWP project measures at no cost to NRCS prior to construction. This includes any rights associated with required environmental mitigation. Costs related to land rights and permits are the Sponsor's responsibility and ineligible for reimbursement.
5. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits and licenses needed for the Project.
6. Provide the agreed-to portion of the actual, eligible and approved construction cost. These costs may be in the form of cash, in-kind construction services, or a combination of both. Final construction items that are eligible construction costs will be agreed upon during the pre-design conference. These costs consist of costs from contracts awarded to contractors and eligible Sponsor in-kind construction costs for materials, labor, and equipment. The Sponsor shall provide NRCS documentation to support all eligible construction costs. Construction costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.
7. Be responsible for 100 percent of all ineligible construction costs and 100 percent of any unapproved upgrade to increase the level of protection over and above that described in the DSR.
8. Account for and report FA and TA expenditures separately in order for expenses to be eligible for reimbursement. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for TA and one for FA, requiring this separation.
9. The contracts for design services and construction described in this Agreement shall not be awarded to the Sponsor or to any firm in which any Sponsor's official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.
10. For in-kind construction services (materials, labor, and/or equipment supplied by the Sponsor), develop a Plan of Operations describing the construction services to be performed including estimated quantities and values. The Plan of Operations shall be concurred in by NRCS at the pre-design conference. In-kind construction services for equipment shall not exceed published FEMA equipment rates unless otherwise documented and concurred in advance by NRCS.
11. The following documentation is required to support the Sponsor's request for reimbursement of in-kind construction services:
 - a. Invoices covering actual costs of materials used in constructing the eligible EWP project measures.
 - b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible EWP project measures.
 - c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible EWP project measures.
 - d. Equipment operating records showing the type and size of equipment, hourly rate, actual hours of operation and dates used to install the eligible EWP project measures. Equipment idle time is not eligible in-kind construction services, even if on the job site, and should not be included in the equipment operating records.
12. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.

13. The Sponsor must secure at its own expense all Federal, State, and local permits and licenses necessary for completion of the work described in this agreement as well as any necessary natural resource rights and provide copies of all permits and licenses obtained to NRCS.

14. Will arrange and pay for any necessary location, removal, or relocation of utilities. EWP program regulations prohibit NRCS from reimbursing the Sponsor or otherwise paying for any such costs; nor do the costs qualify as a Sponsor cost-share contribution.

15. Ensure that technical and engineering standards and specifications of NRCS are adhered to during construction of the Project, as interpreted by NRCS Program/Technical Contact. Provide NRCS Program/Technical Contact progress reports as necessary and agreed to. Progress reports should include technical on-site inspections of work accomplished for the period, work planned, results of material tests, deficient work products and/or tests with corrective actions taken, modifications anticipated, technical problems encountered, contractual issues and other relevant information.

16. Ensure that all contractors on NRCS assisted projects are performing their work in accordance with OSHA regulations and the Contract Work Hours and Safety Standards Act (40 USC 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). The Sponsor is responsible for periodically checking the contractor's compliance with safety requirements.

17. Provide PE-certified as-built drawings and quantities for the project. A copy of the as-built drawings will be submitted to the NRCS Program/Technical Contact.

18. Pay the contractor(s) for work performed in accordance with the agreement and submit a SF-270, "Request for Advance or Reimbursement" to the ezFedgrants system or the designated email box below with a copy to the Program/Technical Contact with all documentation to support the request. Final payment request shall be submitted within 90 calendar days of completion of the EWP project measures. Payments will be withheld until all required documentation is submitted and complete.

a. The required supporting documentation for reimbursement of construction costs include invoices and proof of payment to the contractor showing the items and quantities installed and certified by the engineer of record along with any supporting documentation such as quantity calculations, rock weight tickets, etc.

b. The required supporting documentation for reimbursement of in-kind construction expenses will include employee time sheets, employee hourly rate, equipment operating logs, equipment hourly rate, and material quantities and invoices.

c. The required documentation for reimbursement of technical and administrative services will be invoices and proof of payment to consultants and/or employee time sheets along with the employee's hourly rate, hours worked, and date work was performed.

19. Ensure that information in the System for Award Management (SAM) is current and accurate until the final financial report (SF-425) under this award or final payment is received, whichever is later.

20. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this Agreement. This includes, but is not limited to disputes, claims, protests of award, source evaluation, and litigation that may result from the Project. Such actions will be at the expense of the Sponsor, including any legal expenses. The Sponsor will advise, consult with, and obtain prior written concurrence of NRCS on any litigation matters in which NRCS could have a financial interest.

21. Sponsor must indemnify and hold NRCS harmless to the extent permitted by State law for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the Sponsor in connection with its acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement. Further, the Sponsor agrees that NRCS will have no responsibility for acts and omissions of the Sponsor, its agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.

22. Retain all records dealing with the award and administration of the contract(s) for 3 years from the date of the Sponsor's submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcriptions.

23. Be liable to the NRCS for damages sustained by the NRCS as a result of the contractor failing to complete the work within the specified time. The damages will be based upon the additional costs incurred by the NRCS resulting from the

contractor not completing the work within the allowable performance period. These costs include but are not limited to personnel costs, travel, etc. The NRCS will have the right to withhold such amount out of any monies that may be then due or that may become due and payable to the Sponsor. This liability is not applicable to the extent that the contract performance time is extended by court judgment unless such judgment results from actions of the Sponsor not concurred in by NRCS.

24. Take necessary legal action, including bringing suit, to collect from the contractor any monies due in connection with the contract, or upon request of NRCS, assign and transfer to NRCS any or all claims, demands, and causes of action of every kind whatsoever that the Sponsor has against the contractor or his or her sureties.

25. Submit performance reports on an annual basis to ezFedGrants or to the Farm Production and Conservation (FPAC) Grants and Agreements Division staff via email to: FPAC.BC.GAD@usda.gov. Reports are due 30 calendar days after the reporting period and are based on the agreement period of performance start date.

26. Submit SF-425 Financial Reports on a semi-annual basis to ezFedGrants or to the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to: FPAC.BC.GAD@usda.gov. Reports are due 30 calendar days after the reporting period on July 31 and January 31. Please note that financial reporting is based on the calendar year.

27. Submit payment requests to ezFedgrants or to the Farm Production and Conservation(FPAC) Grants and Agreements Division via email to: FPAC.BC.GAD@usda.gov on a monthly or quarterly basis. Refer to the General Terms and Conditions for more information regarding payment requests.

B. NRCS will—

1. Assist Sponsor in establishing design parameters; determine eligible construction costs during the pre-design conference.

2. Designate a Government representative (GR) to serve as liaison with the Sponsor and identify that person's contact information with this executed agreement.

3. Review, comment and concur in preliminary and final plans, specifications, O&M Plan, Plan of Operations (if required) and QAP.

4. Make periodic site visits during the installation of the EWP project measures to review construction progress, document conformance to engineering plans and specifications, and provide any necessary clarification on the Sponsor's responsibilities.

5. Upon notification of the completion of the EWP project measures, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.

6. Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270 and supporting documentation, withholding the amount of damages sustained by NRCS as provided for in this agreement. In the event there are questions regarding the SF 270 and supporting documentation, NRCS will contact the Sponsor in a timely manner to resolve concerns.

C. MUTUALLY AGREED

1. The furnishing of financial, administrative, and/or technical assistance above the original funding amount by NRCS is contingent on there being sufficient unobligated and uncommitted funding in the Emergency Watershed Protection Program that is available for obligation in the year in which the assistance will be provided. NRCS may not make commitments in excess of funds authorized by law or made administratively available. Congress may impose obligational limits on program funding that constrains NRCS's ability to provide such assistance.

2. In the event of default of a construction contract awarded pursuant to this agreement, any additional funds properly allocable as construction costs required to ensure completion of the job are to be provided in the same ratio as construction funds are contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.

3. Additional funds, including interest properly allocable as construction costs as determined by NRCS, required as a result of decision of the CO or a court judgment in favor of a claimant will be provided in the same ratio as construction funds are contributed under the terms of this agreement. NRCS will not be obligated to contribute funds under any agreement or commitment made by the Sponsor without prior concurrence of NRCS.

4. The State Conservationist may make adjustments in the estimated cost to NRCS set forth in this agreement for constructing the EWP measures. Such adjustments may increase or decrease the amount of estimated funds that are

related to differences between such estimated cost and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract. No adjustment will be made to change the cost sharing assistance provided by NRCS as set forth in this agreement, nor reduce funds below the amount required to carry out NRCS' share of the contract.

5. Except for item 4. above (last sentence), this document may be revised as mutually agreed through a written amendment duly executed by authorized officials of all signatory parties to this agreement.

6. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without obtaining concurrence as set out in this agreement.

7. Once the project is completed and all requests for reimbursement submitted, any excess funding remaining in the agreement will be de-obligated from the agreement.

8. If inconsistencies arise between the language in the Statement of Work (SOW) in the agreement and the general terms and conditions, the language in the SOW takes precedence.

Expected Accomplishments and Deliverables

1. Prepare design, construction specifications, and drawings in accordance with standard engineering principles that comply with NRCS programmatic requirements; and/or contract/install the designed construction. Any design services will be by a professional registered engineer. Sponsor will obtain NRCS review and concurrence on the design, construction plans, and specifications. The Sponsor must ensure description of work is reviewed, concurred, and approved by NRCS. A copy of the final signed and sealed plans and specifications shall be provided to NRCS.

2. Contract for services and construction in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.326, applicable State regulations, and the Sponsor's procurement regulations, as appropriate. (See general terms and conditions attached to this agreement for a link to the CFR.) In accordance with 2 CFR § 200.326, contracts must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under this Federal program legislation.

3. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, state, and local statutes and ordinances prior to solicitation for installation of the EWP project measures. All modifications to the plans and specifications shall be reviewed and concurred on by NRCS.

4. Prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan, if applicable, prior to commencement of work. The O&M Plan shall describe the activities the Sponsor will do to ensure the project performs as designed. Upon completion of the project measures, the Sponsor shall assume responsibility for O&M.

5. Prior to commencement of work and/or solicitation of bids, submit for NRCS review and concurrence a Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the EWP project measures are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements. A copy of the final QAP shall be provided to NRCS prior to commencement of construction.

6. Provide construction inspection in accordance with the QAP.

7. Arrange for and conduct final inspection of completed project with NRCS to determine whether all work has been performed in accordance with contractual requirements. Provide a PE certification that the Project was installed in accordance with approved plans and specifications.

Resources Required

As stated in this agreement.

Milestones

Milestones shall include, but not limited to, the following items:

1. Obtaining permits: estimated month 1
2. Completing quality assurance plan: estimated month 1
3. Solicit bids: estimated month 1
4. Award contract: estimated month 2
5. Date of estimated completion of construction
6. Complete close-out activities

GENERAL TERMS AND CONDITIONS

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:

U.S. DEPARTMENT OF AGRICULTURE FARM PRODUCTION AND CONSERVATION

GENERAL TERMS AND CONDITIONS GRANTS AND COOPERATIVE AGREEMENTS

The Farm Production and Conservation (FPAC) mission area encompasses the following USDA agencies: Natural Resources Conservation Service (NRCS), Farm Service Agency (FSA), Risk Management Agency (RMA), the Commodity Credit Corporation (CCC), and the FPAC Business Center.

I. APPLICABLE REGULATIONS

a. As a condition of this award, the recipient assures and certifies that it has and/or will comply and require subrecipients to comply with the requirements contained in the following statutes and regulations, as applicable. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.

(1) 2 CFR Part 25, "Universal Identifier and System of Award Management" (2) 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information" (3) 2 CFR Part 175, "Award Term for Trafficking in Persons" (4) 2 CFR Part 180, "OMB Guidelines to Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" (5) 2 CFR Part 182, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)" (6) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (7) 2 CFR Part 400, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards" (8) 2 CFR Part 417, "Nonprocurement Debarment and Suspension" (9) 2 CFR Part 418, "New Restrictions on Lobbying" (10) 2 CFR Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)" (11) 2 CFR Part 422, "Research Institutions Conducting USDA-Funded Extramural Research; Research Misconduct"

b. Allowable project costs will be determined in accordance with the authorizing statute, the purpose of the award, and, to the extent applicable, to the type of organizations receiving the award, regardless of tier. The following portions of the Code of Federal Regulations are hereby incorporated by reference. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.

(1) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles And Audit Requirements For Federal Awards" (2) 48 CFR Part 31, "Contract Cost Principles and Procedures" c. For corporate recipients, by accepting this award the recipient acknowledges: (1) that it does not have a Federal tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) that it has not been convicted of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarment official of the USDA has considered suspension or debarment of the recipient corporation based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government. If the recipient fails to comply with these provisions, the agency will annul this agreement and may recover any funds the recipient has expended in violation of the above cited statutory provisions.

II. UNALLOWABLE COSTS

The following costs are not allowed:

a. Costs above the amount authorized for the project. b. Costs incurred after the award period of performance end date. c. Costs not identified in the approved budget or approved budget revisions. d. Profit resulting from Federal financial assistance. Recipients may not earn and keep income resulting from an award. e. Costs of promotional items and memorabilia, including models, gifts, and souvenirs. f. Compensation for injuries to persons or damage to property arising from project activities.

This list is not exhaustive. For general information about the allowability of particular items of costs, please see 2 CFR Part 200, "Subpart E - Cost Principles", or direct specific inquiries to the administrative contact identified in the award.

The allowability of some items of costs may be difficult to determine. To avoid disallowance or dispute of such costs, the recipient may seek prior approval before incurring them. See 2 CFR 200.407. III. PRIOR APPROVAL REQUIREMENTS

Certain items of cost and award revisions require the prior written approval of the awarding agency. The following are the most common situations requiring prior approval. However, this list is not exhaustive, and the recipient is also bound by any other prior approval requirements identified in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

a. Pre-award costs.—To receive reimbursement for costs incurred prior to the award date, recipients must request written approval before incurring the costs. This restriction also applies to costs intended to meet cost-share requirements. FPAC agencies will not approve expenses incurred more than 90 calendar days before the period of performance start date. All costs incurred before the period of performance start date, even if approved, are at the recipient's risk (i.e., the Federal awarding agency is under no obligation to reimburse such costs if for any reason the recipient does not receive a Federal award or if the Federal award is less than anticipated and inadequate to cover such costs). b. Revisions to scope, objective, or deliverables.—When it is necessary to modify the scope, objective, or deliverables of an award, the recipient authorized signatory must submit a written request and justification for the change along with the revised scope, objective, or deliverables of the award to the administrative contact. The request should contain the following information: 1. Grant or agreement number 2. Narrative explaining the requested modification to the project scope, objectives, or deliverables 3. A description of the revised scope, objectives, or deliverables

c. Additions or changes to subawards and contracts.—The subawarding, transferring, or contracting out of any work under a Federal award not identified in the original award budget or any changes to subaward or contracts requires prior written approval. The recipient must submit a justification for the proposed subaward/contract, a statement of work to be performed, and a detailed budget for the subaward/contract to the administrative contact. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. d. Change in a key person specified in the application or award.—When there is a change in key personnel, the recipient must request prior written approval for the substitution or change. The request must identify the replacement personnel and provide his or her qualifications.

e. Absence or change in project leadership.—If the approved project director or principal investigator disengages from the project for more than three months or reduces time devoted to the project by 25 percent or more, the recipient must notify the administrative contact in writing, identifying who will be in charge during the project director's absence. The notification must include the qualifications of the replacement.

f. Budget revisions.—Recipients must request prior written approval for deviations from the approved budget in the instances described below. For all budget revisions, the recipient must submit a new SF 424A or 424C and budget narrative to support the request. 1. The inclusion of costs that require prior approval in accordance with Subpart E—Cost Principles of this part or 45 CFR part 75 Appendix IX, "Principles for Determining Costs Applicable to Research and Development under Awards and Contracts with Hospitals," or 48 CFR part 31, "Contract Cost Principles and Procedures," as applicable. 2. Where the cumulative amount of transfers of funds among direct cost categories or programs, functions, and activities exceeds or is expected to exceed 10 percent of the total budget as last approved by the Federal awarding agency, and where the Federal share of the project exceeds the simplified acquisition threshold. 3. The transfer of funds budgeted for participant support costs to other categories of expense requires prior written approval. Participant support costs means direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with conferences or training projects. 4. Changes in the approved cost-sharing or matching provided by the recipient. 5. Additional Federal funds needed to complete the project. 6. Changes to negotiated indirect cost rates during the award period of performance. 7. Equipment purchases not specifically identified in the approved budget.

g. No-Cost Extensions of Time.—When a no-cost extension of time is required, the recipient authorized signatory must submit a written request to the FAPC administrative contact. Except in very limited circumstances, a no-cost extension of time cannot exceed 12 months. FPAC cannot approve requests for no-cost extensions received after the expiration of the award. In addition, time may not allow extension requests submitted less than 30 calendar days before the period of performance end date to be processed, so recipients are encouraged to submit requests as soon as possible. FPAC agencies cannot approve no-cost extensions requested merely to expend remaining funds. The request must contain the following: 1. Amount of additional time requested 2. Explanation for the need for the extension 3. A summary of progress to date and revised milestones

IV. PAYMENTS

a. Recipients must request reimbursement or advances using a properly completed and executed SF-270, submitted with supporting documentation to either the ezFedGrants system or to the e-mail address specified in the statement of work. FPAC agencies will make payment to the recipient on a reimbursable or advance basis in accordance with the frequency specified in the statement of work.

b. Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant

to procedures contained in the Federal administrative provisions and 31 CFR Part 205. At the end of each advance period, the recipient must provide a justification (i.e., documentation) showing the amount of advanced funds spent.

c. The method of payment between the recipient and its contractors will be in accordance with the policies and procedures established by the recipient except that the contractors may not use the USDA Office of Financial Management/National Finance Center method to request payments. If the recipient makes advance payments to contractors, the recipient must ensure that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds. Recipients must not submit requests from their contractors for review or approval.

d. Accounting records for all costs incurred under this award must be supported by source documentation. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subaward documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the approved project period of this award, including any approved no-cost extension of time. Costs that cannot be supported by source documentation or that are incurred outside of the approved project period and budget may be disallowed and may result in award funds being returned to the Federal Government by the recipient. The level of detail and documentation required to be provided to support any individual payment request is at the discretion of the Government.

e. Recipients must pay all costs incurred (i.e., liquidate obligations) under the award not later than 90 calendar days after the period of performance end date.

V. FINANCIAL REPORTING

a. Recipients must submit a Federal Financial Report (FFR), SF 425 in accordance with the schedule included in the award statement of work. Recipients must submit reports to either the ezFedGrants system or to the email address specified in the statement of work. Failure to submit reports as required may result in suspension or termination of award.

b. The recipient must submit a final financial report no later than 90 days after the period of performance end date. c. The FPAC awarding agency will withhold payments under this award if the recipient is delinquent in submitting required reports.

VI. PERFORMANCE MONITORING AND REPORTING

a. The recipient is responsible for monitoring day-to-day performance and for reporting to FPAC. If the project involves subaward/contractual arrangements, the recipient is also responsible for monitoring the performance of project activities under those arrangements to ensure that approved goals and schedules are met.

b. The recipient must submit a written progress report at the frequency specified in the statement of work to either the ezFedGrants system or to the email address specified in the statement of work. Each report must cover— 1. A comparison of actual accomplishments with the goals and objectives established for the reporting period and, where project output can be quantified, a computation of the costs per unit of output.

2. The reasons why goals and objectives were not met, if appropriate.

3. Additional pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit costs.

c. The recipient must submit a final performance report within 90 calendar days of the period of performance end date. d. The FPAC awarding agency will withhold payments under this award if the recipient is delinquent in submitting required reports.

VII. AUDIT REQUIREMENTS

The recipient is responsible for complying with audit requirements in accordance with 2 CFR 200, Subpart F. A recipient entity that expends \$750,000 or more during the recipient's fiscal year in Federal awards must have a single or program-

specific audit conducted for that year.

VIII. SPECIAL PROVISIONS

a. The recipient assures and certifies that it will comply with the minimum-wage and maximum- hour provisions of the Federal Fair Labor Standards Act.

b. Employees of FPAC agencies will participate in efforts under this agreement solely as representatives of the United States. They may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, FPAC employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in projects or agreements with such recipients.

c. Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement. d. Except in very limited circumstances (e.g., construction agreements), no agreement period of performance can exceed a total of five years, including extensions. e. Recipients who engage or assist in scientific related activities on behalf of USDA must uphold the principles of scientific integrity established by Departmental Regulations 1074-001, Scientific Integrity. Covered activities include engaging in, supervising, managing, and reporting scientific work; analyzing and publicly communicating information resulting from scientific work; and utilizing information derived from scientific work in policy and decision making. f. Recipients of awards under covered programs (as defined in Executive Order 13858, January 31, 2019) are hereby notified that they are encouraged to use, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States in every contract, subcontract, purchase order, or subaward that is chargeable under the award. "Covered program" means a program that provides financial assistance for the alteration, construction, conversion, demolition, extension, improvement, maintenance, construction, rehabilitation, or repair of an infrastructure project in the United States. However, it does not include programs for which a domestic preference is inconsistent with law or programs providing financial assistance that are subject to comparable domestic preferences. g. The recipient and its employees are prohibited from promoting, recommending, or discussing the availability of specific commercial products or services with FPAC agency clients in the course of carrying out activities under this agreement, including any products or services offered by the recipient, except as may be specifically allowed in the agreement.

IX. PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

a. Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.

b. In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to:

Farm Production and Conservation Business Center Grants and Acquisitions Division 1400 Independence Avenue, SW.
Room 6819 South Building Washington, DC 20250

c. USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.

d. The following acknowledgment of USDA support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:

"This material is based upon work supported by the U.S. Department of Agriculture, under agreement number [recipient should enter the applicable award number here]."

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

"Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture. In addition, any reference to specific brands or types of products or services does not constitute or imply an endorsement by the U.S. Department of Agriculture for those products or services."

e. All publications printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or on the USDA home page. If the material is too small to permit the full nondiscrimination statement to be included, the material must, at a minimum, include the statement:

“USDA is an equal opportunity provider and employer.”

The recipient is responsible for ensuring that an acknowledgment of USDA is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss work funded by this award in a substantial way.

X. COST-SHARING REQUIREMENTS

a. If the award has specific cost-sharing requirements, the cost-sharing participation in other projects may not be counted toward meeting the specific cost-share requirement of this award and must come from non-Federal sources unless otherwise stated in the applicable program authorizing statute. b. Cost share must be documented on each SF 425 and SF 270 and in source documentation as it is provided by the recipient or third party. The required cost-share or matching ratio must be met by the end of the agreement period of performance; however, it does not have to be maintained for every payment request.

c. Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must— 1. Immediately notify the FPAC administrative contact of the situation. 2. Specify the steps it plans to take to secure replacement cost sharing. 3. Indicate the plans to either continue or phase out the project in the absence of cost sharing. If the recipient's plans are not acceptable to FPAC, the award may be subject to termination. FPAC modifications to proposed cost sharing revisions are made on a case-by-case basis. Failure by the recipient to notify FPAC in accordance with this section may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by FPAC of some of the FPAC funds provided under the award, and possible termination of the award. It may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.

d. The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing as well as records of costs to be paid by FPAC. If the recipient's cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

e. Recipients must provide notification to the agency administrative contact when adding or replacing sources of cost-share contributions.

XI. PROGRAM INCOME

Program income is the gross revenue generated by a Federally funded activity earned during the performance period of the award. Program income may be earned by recipients from fees charged for conference or workshop attendance, from rental fees earned from real property or equipment acquired with Federal funds, or from the sale of commodities or items developed under the grant or cooperative agreement. It must fall within the guidelines at 2 CFR 200.307. Unless identified and addressed in the award, the recipient must provide notification to the administrative contact and request the manner it would like to treat the income (i.e., deductive or additive). Program income may be used to meet recipient cost-share requirements with the approval of the Government. All program income must be reported on the applicable SF 270 and SF 425.

XII. NONEXPENDABLE EQUIPMENT

Recipients purchasing equipment or products with funds provided under this award are encouraged to purchase only American-made equipment and products. Title to nonexpendable equipment purchased with award funds will vest in the recipient upon completion of the award project and acceptance by FPAC of required final reports. When equipment is no longer needed by the recipient and the per-unit fair market value is less than \$5,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to FPAC. However, if the per-unit fair market value is \$5,000 or more, the recipient must submit a written request to the FPAC administrative contact for disposition instructions.

XIII. LIMIT OF FEDERAL LIABILITY

The maximum financial obligation of FPAC to the recipient is the amount of funds indicated in the award as obligated by FPAC. However, if an erroneous amount is stated on the approved budget, or any supporting document relating to the award, FPAC will have the unilateral right to make the correction and to make an appropriate adjustment in the FPAC share of the award to align with the Federal amount authorized.

XIV. MODIFICATIONS AND TERMINATIONS

The parties may amend this award through an exchange of correspondence between the authorized signatory of each or via formal amendment document. The award is subject to termination if FPAC determines that the recipient has failed to comply with the terms and conditions of the award. If the award is terminated, the guidelines at 2 CFR 200.339-42 will govern the obligations of the parties.

XV. PRIVACY ACT AND PROHIBITION AGAINST CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS

a. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of FPAC.

b. The recipient's personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).

c. The recipient agrees to comply with the "Prohibition Against Certain Internal Confidentiality Agreements:"

1. You may not require your employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. 2. You must notify your employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect. 3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information. 4. If FPAC determines that you are not in compliance with this award provision, FPAC: i. Will prohibit your use of funds under this award, in accordance with sections 743 and 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; ii. May pursue other remedies available for your material failure to comply with award terms and conditions. XVI. ACKNOWLEDGMENT OF SECTION 1619 COMPLIANCE

The recipient agrees to comply with FPAC guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), 7 U.S.C. 8791 as described below.

a. Responsibilities. 1. Acceptance of this award indicates acknowledgment and understanding that the recipient is legally bound by Federal statute to comply with the provisions of Section 1619 and that the recipient will not subsequently disclose information protected by section 1619 to any individual or organization that is not directly covered by this award. Any such subsequent disclosure of the protected information (except as permitted under Section 1619) will be considered a violation of Section 1619. The recipient will be held responsible should disclosure of the protected information occur.

2. Acceptance of this award legally binds every owner, manager, supervisor, employee, contractor, agent, and representative of the recipient to comply with the provisions in Section 1619. The recipient must consult with FPAC prior to providing protected information to an entity or individual outside of the recipient and as necessary to implement the program to ensure that such release is permissible.

3. The recipient will use the protected information only to perform work that is directly connected to this award. Use of the protected information to perform work that is not directly connected to this award is expressly prohibited.

4. The recipient must internally restrict access to the protected information to only those individuals who have a demonstrated need to know the protected information to perform work under this award.

5. The provisions in Section 1619 are continuing obligations. Even when the recipient is no longer a recipient, or when individuals currently affiliated with the recipient become no longer so affiliated, every person having been provided access to the protected information will continue to be legally bound to comply with these provisions.

6. The recipient must notify all managers, supervisors, employees, contractors, agents, and representatives about this provision and the requirements of Section 1619. Notifications about the existence of this provision must be made to those individuals who are new to the organization and periodic notifications must be sent throughout the organization (as well as to all contractors and agents) to remind all about the ongoing and continuing requirements.

7. When the recipient is unsure whether particular information is covered or protected by Section 1619, the recipient must consult with FPAC to determine whether the information must be withheld.

8. Use of the protected information for any purpose is expressly prohibited after the period of performance end date of this award. Upon the award end date, any protected information provided under this award must be immediately destroyed or returned to FPAC. The recipient must provide to FPAC written certification that the protected information (paper copy, electronic copy, or both) has been properly destroyed, removed from any electronic storage media, or both.

9. Any State's "sunshine law," "open records act" or other version of the Freedom of Information Act is superseded by section 1619 under the Supremacy Clause of the U.S. Constitution. Accordingly, information protected from disclosure by section 1619 must not be released under such State laws.

b. Protected Information.

1. Examples of the types of information prohibited by disclosure under Section 1619 include, but are not limited to, the following:

i. State identification and county number (where reported and where located). ii. Producer or landowner name, business full address, phone number, Social Security Number, and similar personal identifying information. iii. Farm, tract, field, and contract numbers. iv. Production shares and share of acres for each Farm Serial Number (FSN) field. v. Acreage information, including crop codes. vi. All attributes for Common Land Units (CLUs) in USDA's Geospatial Information System. vii. Any photographic, map, or geospatial data that, when combined with other maps, can be used to identify a landowner. viii. Location of conservation practices.

2. Section 1619 allows disclosure of "payment information (including payment information and the names and addresses of recipients of payments) under any Department program that is otherwise authorized by law" (emphasis added). The names and payment information of producers generally may be provided to the public; however, the recipient shall consult with FPAC if there is any uncertainty as to the provision of such information.

3. Section 1619 also allows disclosure of otherwise protected information if "the information has been transformed into a statistical or aggregate form without naming any—(i) individual owner, operator, or producer; or (ii) specific data gathering cite." The recipient must consult with FPAC as to whether specific information falls within this exception prior to relying on this exception.

c. Violations. The recipient will be held responsible for violations of this provision and Section 1619. A violation of this provision by the recipient may result in action by FPAC, including termination of the underlying Federal award.

d. Effective Period. The requirements of this provision is effective on the date of the final signature and will continue until FPAC notifies the recipient that it is no longer required based on changes in applicable Federal law.

XVII. AWARD CLOSEOUT

a. Award closeout is the process by which FPAC determines that all required project activities have been performed satisfactorily and all necessary administrative actions have been completed. b. The recipient must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the agreement, including documentation showing that match or cost-share requirements have been met. The awarding agency may approve extensions when requested by the recipient. c. Unless the awarding agency authorizes an extension, the recipient must liquidate all obligations incurred under the agreement not later than 90 calendar days after the end date of the period of performance. d. Recipients must submit all requests for reimbursements no later than 90 calendar days after the end date of the period of performance. e. The recipient must promptly refund any balances of unobligated cash that the awarding agency paid in advance or paid and that are not authorized to be retained by the recipient for use in other projects. See OMB Circular A-129 and see §200.345 Collection of amounts due, for requirements regarding unreturned amounts that become delinquent debts. f. Recipients must retain all records pertaining to the agreement in accordance with 2 CFR 200.333-337 and any additional requirements included in the agreement statement of work. g. Recipients must follow disposition requirements for property acquired with award funds in accordance with 2 CFR 200.310-316.

Memorandum – City of Gulfport

PUBLIC WORKS

TO: Connie Debenport, Purchasing

CC: Mayor Billy Hewes
Dr. John Kelly, CAO
Gerard Bellocq, Comptroller
Kris Riemann, P.E., Director of Engineering
Ryan Merrill, Assistant Director of Public Works

FROM: Wayne E. Miller, P.E., Director of Public Works



DATE: August 13, 2020

RE: **Notice of Grant and Agreement Award - Natural Resources Conservation Service**

- Flatbranch at Hwy 49 Site #2
- 15556 Old Magnolia Court
- Seaway Road
- Courthouse Road

Attached for your consideration is a Notice of Grant and Agreement Award and an Assurances Relating to Real Property Acquisition form for the above referenced projects. This project will repair bank erosion at four (4) locations: Flatbranch at Hwy 49 Site #2, 15556 Old Magnolia Court, Seaway Road and Courthouse Road. See attached project vicinity maps.

The estimated engineering design and construction cost of the project is \$398,825. The repairs will be funded 75% by Natural Resources Conservation Service (NRCS) at \$278,250 with the remaining 25% (\$92,750) to be paid by the City. NRCS will also fund the Technical Assistance Cost of \$7,012.50 at 100%. Any easement acquisition will be the responsibility of the City.

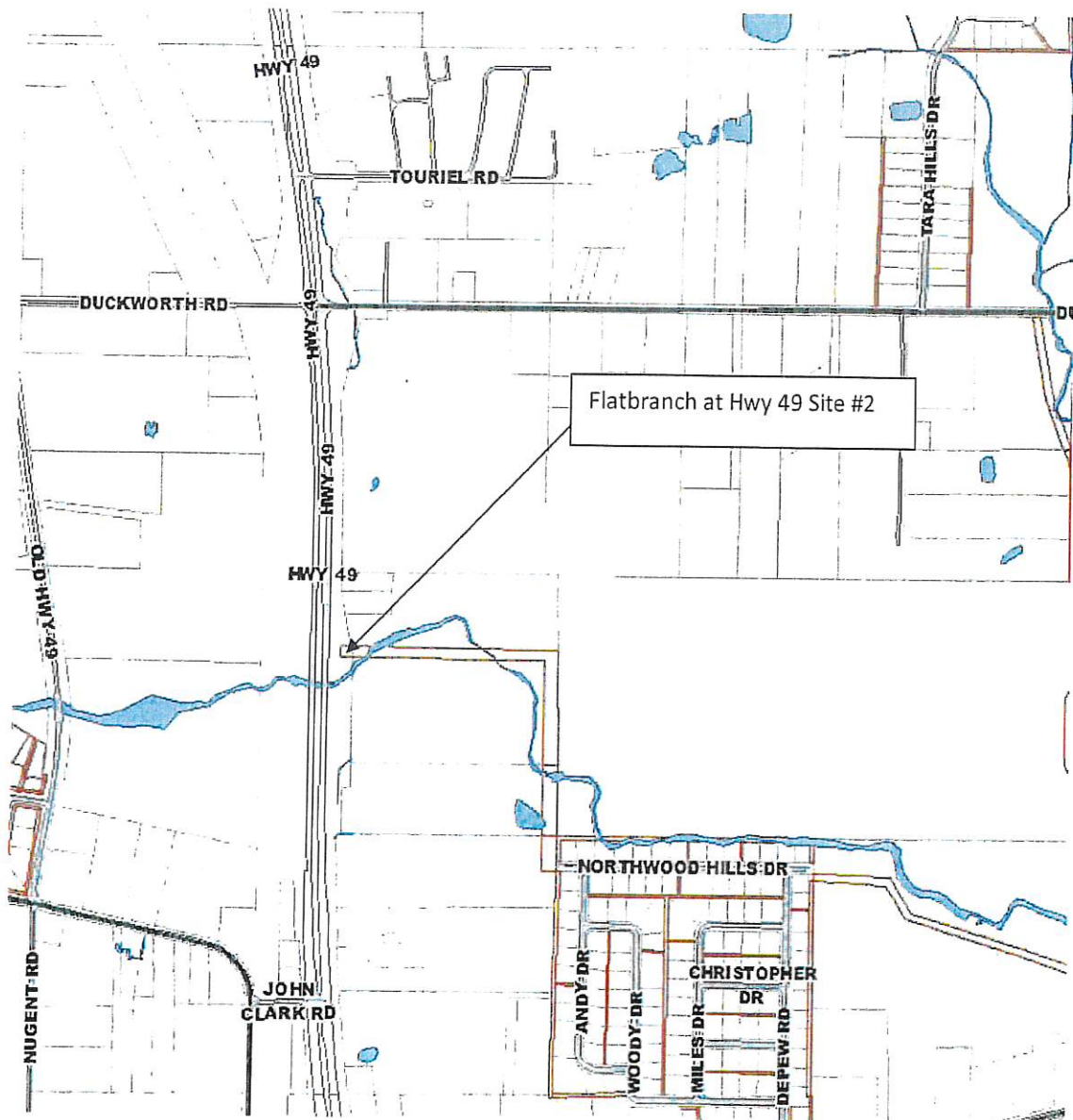
Please place this item on the August 18, 2020 Council Agenda.

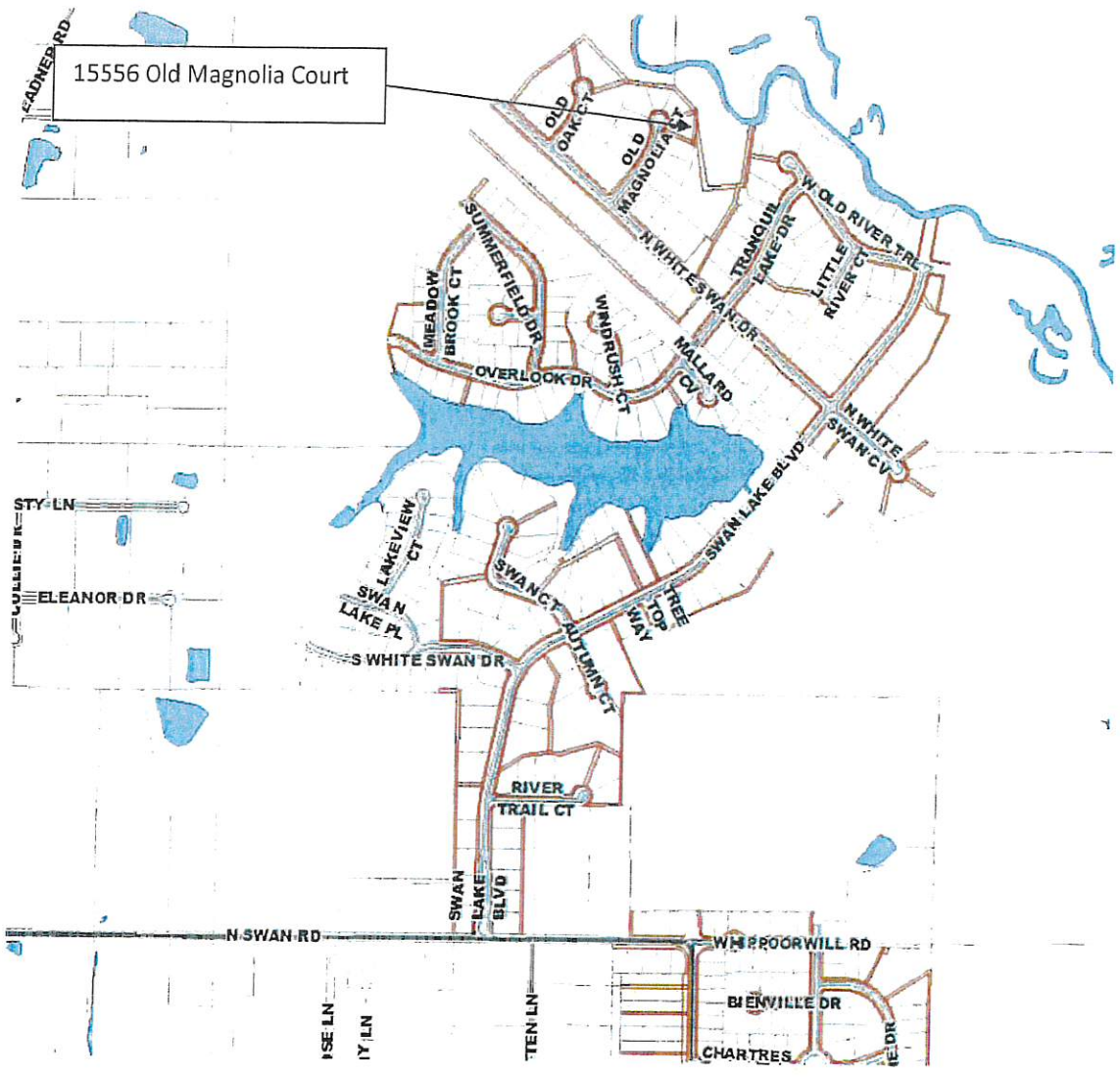
This item has been approved by:

Mayor or C.A.O. _____

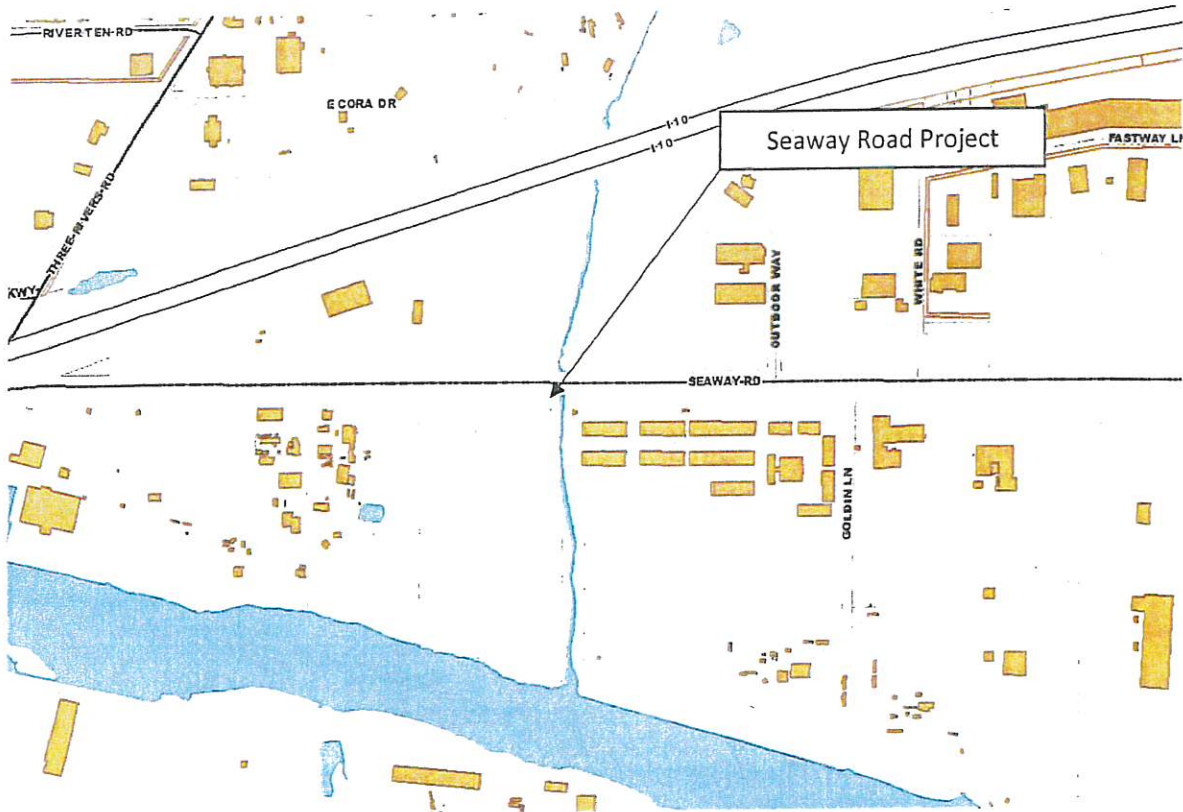
Attachments:

1. Project Vicinity Maps
2. Notice of Grant and Agreement Award
3. Assurances Relating to Real Property Acquisition

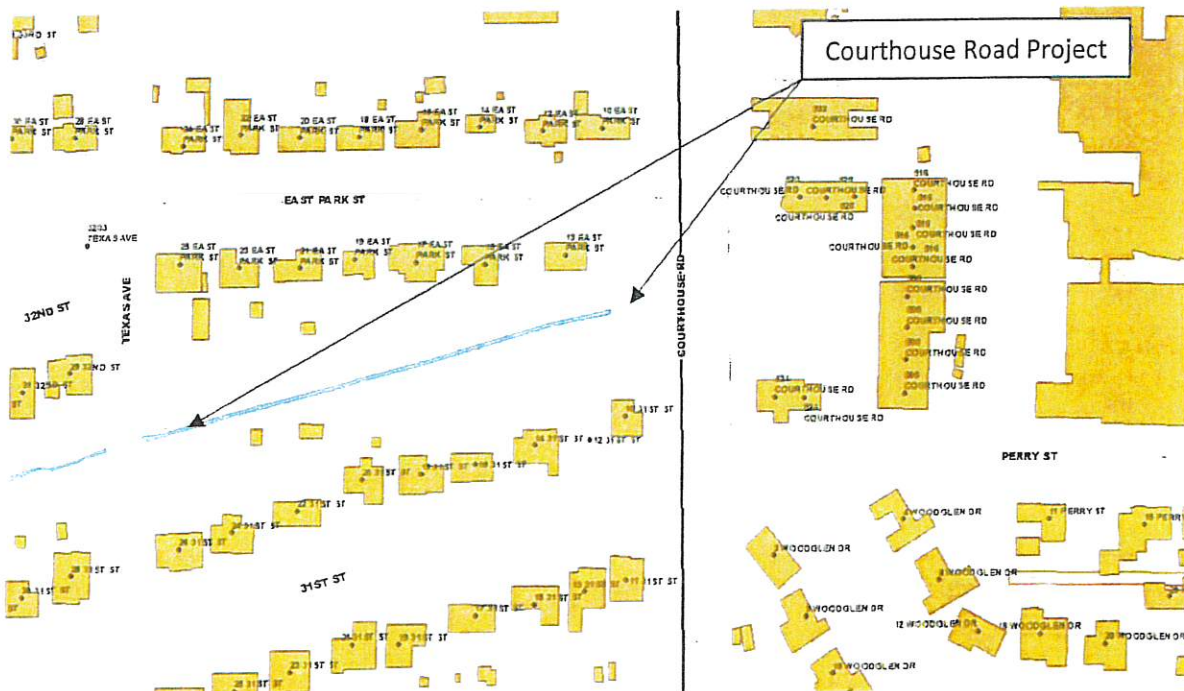




Seaway Road



Courthouse Road





U.S. Department of Agriculture
Natural Resources Conservation Service

NRCS-ADS-093

NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number NR204423XXXXC069	2. Amendment Number	3. Award /Project Period NRCS signature - 02/05/2021	4. Type of award instrument: Cooperative Agreement
5. Agency (Name and Address) Natural Resources Conservation Service 100 West Capitol Street, Suite 1321 Jackson, MS 39269		6. Recipient Organization (Name and Address) CITY OF GULFPORT P.O. BOX 1780 GULFPORT MS 39502-1780 DUNS: 121918221 EIN:	
7. NRCS Program Contact Name: Norman Patterson Phone: 601-909-3325 Email: norman.patterson@usda.gov	8. NRCS Administrative Contact Name: MOIRA SANFORD Phone: (614) 255-2495 Email: MOIRA.SANFORD@USDA.GOV	9. Recipient Program Contact Name: Wayne E. Miller Phone: 228-868-5740 Email: wmiller@gulfport-ms.gov	10. Recipient Administrative Contact Name: Wayne E. Miller Phone: 228-868-5740 Email: wmiller@gulfport-ms.gov
11. CFDA 10.923	12. Authority 33 U.S.C. 701b-1	13. Type of Action New Agreement	14. Program Director Name: Wayne E. Miller Phone: 228-868-5740 Email: wmiller@gulfport-ms.gov
15. Project Title/ Description: MS EWP 5282 5283 City of Gulfport, Harrison County, DSRs 28-4-18-5282-322 & 323, 280471821 and 280471823, streambank stabilization (6000015155)			
16. Entity Type: C = City or township Government			
17. Select Funding Type			
Select funding type:	☒ Federal	☒ Non-Federal	
Original funds total	\$306,075.00	\$92,750.00	
Additional funds total	\$0.00	\$0.00	
Grand total	\$306,075.00	\$92,750.00	
18. Approved Budget			

Personnel	\$0.00	Fringe Benefits	\$0.00
Travel	\$0.00	Equipment	\$0.00
Supplies	\$0.00	Contractual	\$0.00
Construction	\$278,250.00	Other	\$27,825.00
Total Direct Cost	\$306,075.00	Total Indirect Cost	\$0.00
		Total Non-Federal Funds	\$92,750.00
		Total Federal Funds Awarded	\$306,075.00
		Total Approved Budget	\$398,825.00

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative Kurt Readus State Conservationist	Signature	Date
Name and Title of Authorized Recipient Representative Billy Hewes Mayor	Signature	Date

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

Statement of Work

Purpose

The purpose of this agreement is for the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the "NRCS", to provide technical and financial assistance to the City of Gulfport, hereinafter referred to as the "Sponsor", for EWP Project # 5282 & 5283 in Harrison County, Mississippi for implementation of recovery measures, that, if left undone, pose a risk to life and/or property

Objectives

The design and installation of EWP measures as detailed in the individual Damage Survey Reports (DSR) and described here:

- 28-4-18-5282-323- Flat Branch At Hwy 49 Site #2- Streambank Stabilization- \$105,500.00
- 28-4-18-5282-322- 15556 Old Magnolia Court- Streambank Stabilization- \$84,000.00
- 280471821- Seaway Road- Streambank Stabilization- \$70,000.00
- 280471823- Courthouse Road- Streambank Stabilization- \$111,500.00

Budget Narrative

A. The estimated costs for the Project:

1. Total Estimated Project Budget: \$398,825.00

The budget includes:

Financial Assistance (FA) Costs:

Construction Costs (75% NRCS \$278,250.00 + 25% Sponsor \$92,750.000): \$371,000.00

Technical Assistance (TA) Costs:

100% NRCS (7.5% of total construction cost): \$27,825.00

2. NRCS pays up to 75 percent of eligible construction costs and Sponsor pays 25 percent of construction costs. NRCS will contribute up to 7.5 percent of the total construction cost for contract administration and construction management costs. It is possible that technical and administrative costs will exceed this amount, requiring the Sponsor to contribute resources to complete technical and administrative work

3. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for financial assistance (FA) and one for technical assistance (TA). FA costs are associated with construction activities; TA costs are associated with services. These expenditures shall be accounted for separately in order for expenses to be eligible for reimbursement.

4. NRCS will provide FA for actual costs as reimbursement to the Sponsor for approved on-the-ground construction costs, subject to above limits. If costs are reduced, reimbursement will be reduced accordingly. Construction costs are associated with the installation of the project measures including labor, equipment and materials.

5. NRCS will provide TA reimbursement to the Sponsor for technical and administrative costs directly charged to the project, subject to the above limits. If costs are reduced, reimbursement will be reduced accordingly. These costs include

a. engineering costs include, but not limited to, developing a project design that includes construction drawings and specifications, an operation and maintenance plan, a quality assurance/inspection plan and an engineer's estimate of the project installation costs in addition to providing necessary quality assurance during construction.

b. contract administration costs include, but not limited to, soliciting, evaluating, awarding and administering contracts for construction and engineering services, including project management, verifying invoices and record keeping.

6. The Sponsor will contribute funds toward the total construction costs in either direct cash expenditures, the value of non-cash materials or services, or in-kind contributions. The value of any in-kind contribution shall be agreed to in

writing prior to implementation.

Responsibilities of the Parties:

A. Sponsor will—

1. Accomplish construction of the EWP project measures by contracting, in-kind construction services, or a combination of both.
2. Ensure and certify by signing this agreement that its cost share obligation is from a non-Federal source.
3. Comply with the terms and conditions of this agreement and the attached general terms and conditions except those that are not applicable to State and local governments.
4. Acquire adequate real property rights (land and water), permits and licenses in accordance with local, state, and Federal laws necessary for the installation of EWP project measures at no cost to NRCS prior to construction. This includes any rights associated with required environmental mitigation. Costs related to land rights and permits are the Sponsor's responsibility and ineligible for reimbursement.
5. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits and licenses needed for the Project.
6. Provide the agreed-to portion of the actual, eligible and approved construction cost. These costs may be in the form of cash, in-kind construction services, or a combination of both. Final construction items that are eligible construction costs will be agreed upon during the pre-design conference. These costs consist of costs from contracts awarded to contractors and eligible Sponsor in-kind construction costs for materials, labor, and equipment. The Sponsor shall provide NRCS documentation to support all eligible construction costs. Construction costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.
7. Be responsible for 100 percent of all ineligible construction costs and 100 percent of any unapproved upgrade to increase the level of protection over and above that described in the DSR.
8. Account for and report FA and TA expenditures separately in order for expenses to be eligible for reimbursement. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for TA and one for FA, requiring this separation.
9. The contracts for design services and construction described in this Agreement shall not be awarded to the Sponsor or to any firm in which any Sponsor's official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.
10. For in-kind construction services (materials, labor, and/or equipment supplied by the Sponsor), develop a Plan of Operations describing the construction services to be performed including estimated quantities and values. The Plan of Operations shall be concurred in by NRCS at the pre-design conference. In-kind construction services for equipment shall not exceed published FEMA equipment rates unless otherwise documented and concurred in advance by NRCS.
11. The following documentation is required to support the Sponsor's request for reimbursement of in-kind construction services:
 - a. Invoices covering actual costs of materials used in constructing the eligible EWP project measures.
 - b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible EWP project measures.
 - c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible EWP project measures.
 - d. Equipment operating records showing the type and size of equipment, hourly rate, actual hours of operation and dates used to install the eligible EWP project measures. Equipment idle time is not eligible in-kind construction services, even if on the job site, and should not be included in the equipment operating records.
12. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.

13. The Sponsor must secure at its own expense all Federal, State, and local permits and licenses necessary for completion of the work described in this agreement as well as any necessary natural resource rights and provide copies of all permits and licenses obtained to NRCS.

14. Will arrange and pay for any necessary location, removal, or relocation of utilities. EWP program regulations prohibit NRCS from reimbursing the Sponsor or otherwise paying for any such costs; nor do the costs qualify as a Sponsor cost-share contribution.

15. Ensure that technical and engineering standards and specifications of NRCS are adhered to during construction of the Project, as interpreted by NRCS Program/Technical Contact. Provide NRCS Program/Technical Contact progress reports as necessary and agreed to. Progress reports should include technical on-site inspections of work accomplished for the period, work planned, results of material tests, deficient work products and/or tests with corrective actions taken, modifications anticipated, technical problems encountered, contractual issues and other relevant information.

16. Ensure that all contractors on NRCS assisted projects are performing their work in accordance with OSHA regulations and the Contract Work Hours and Safety Standards Act (40 USC 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). The Sponsor is responsible for periodically checking the contractor's compliance with safety requirements.

17. Provide PE-certified as-built drawings and quantities for the project. A copy of the as-built drawings will be submitted to the NRCS Program/Technical Contact.

18. Pay the contractor(s) for work performed in accordance with the agreement and submit a SF-270, "Request for Advance or Reimbursement" to the ezFedgrants system or the designated email box below with a copy to the Program/Technical Contact with all documentation to support the request. Final payment request shall be submitted within 90 calendar days of completion of the EWP project measures. Payments will be withheld until all required documentation is submitted and complete.

a. The required supporting documentation for reimbursement of construction costs include invoices and proof of payment to the contractor showing the items and quantities installed and certified by the engineer of record along with any supporting documentation such as quantity calculations, rock weight tickets, etc.

b. The required supporting documentation for reimbursement of in-kind construction expenses will include employee time sheets, employee hourly rate, equipment operating logs, equipment hourly rate, and material quantities and invoices.

c. The required documentation for reimbursement of technical and administrative services will be invoices and proof or payment to consultants and/or employee time sheets along with the employee's hourly rate, hours worked, and date work was performed.

19. Ensure that information in the System for Award Management (SAM) is current and accurate until the final financial report (SF-425) under this award or final payment is received, whichever is later.

20. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this Agreement. This includes, but is not limited to disputes, claims, protests of award, source evaluation, and litigation that may result from the Project. Such actions will be at the expense of the Sponsor, including any legal expenses. The Sponsor will advise, consult with, and obtain prior written concurrence of NRCS on any litigation matters in which NRCS could have a financial interest.

21. Sponsor must indemnify and hold NRCS harmless to the extent permitted by State law for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the Sponsor in connection with its acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement. Further, the Sponsor agrees that NRCS will have no responsibility for acts and omissions of the Sponsor, its agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.

22. Retain all records dealing with the award and administration of the contract(s) for 3 years from the date of the Sponsor's submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcriptions.

23. Be liable to the NRCS for damages sustained by the NRCS as a result of the contractor failing to complete the work within the specified time. The damages will be based upon the additional costs incurred by the NRCS resulting from the

contractor not completing the work within the allowable performance period. These costs include but are not limited to personnel costs, travel, etc. The NRCS will have the right to withhold such amount out of any monies that may be then due or that may become due and payable to the Sponsor. This liability is not applicable to the extent that the contract performance time is extended by court judgment unless such judgment results from actions of the Sponsor not concurred in by NRCS.

24. Take necessary legal action, including bringing suit, to collect from the contractor any monies due in connection with the contract, or upon request of NRCS, assign and transfer to NRCS any or all claims, demands, and causes of action of every kind whatsoever that the Sponsor has against the contractor or his or her sureties.

25. Submit performance reports on an annual basis to ezFedGrants or to the Farm Production and Conservation (FPAC) Grants and Agreements Division staff via email to: FPAC.BC.GAD@usda.gov. Reports are due 30 calendar days after the reporting period and are based on the agreement period of performance start date.

26. Submit SF-425 Financial Reports on a semi-annual basis to ezFedGrants or to the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to: FPAC.BC.GAD@usda.gov. Reports are due 30 calendar days after the reporting period on July 31 and January 31. Please note that financial reporting is based on the calendar year.

27. Submit payment requests to ezFedgrants or to the Farm Production and Conservation(FPAC) Grants and Agreements Division via email to: FPAC.BC.GAD@usda.gov on a monthly or quarterly basis. Refer to the General Terms and Conditions for more information regarding payment requests.

B. NRCS will—

1. Assist Sponsor in establishing design parameters; determine eligible construction costs during the pre-design conference.

2. Designate a Government representative (GR) to serve as liaison with the Sponsor and identify that person's contact information with this executed agreement.

3. Review, comment and concur in preliminary and final plans, specifications, O&M Plan, Plan of Operations (if required) and QAP.

4. Make periodic site visits during the installation of the EWP project measures to review construction progress, document conformance to engineering plans and specifications, and provide any necessary clarification on the Sponsor's responsibilities.

5. Upon notification of the completion of the EWP project measures, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.

6. Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270 and supporting documentation, withholding the amount of damages sustained by NRCS as provided for in this agreement. In the event there are questions regarding the SF 270 and supporting documentation, NRCS will contact the Sponsor in a timely manner to resolve concerns.

C. MUTUALLY AGREED

1. The furnishing of financial, administrative, and/or technical assistance above the original funding amount by NRCS is contingent on there being sufficient unobligated and uncommitted funding in the Emergency Watershed Protection Program that is available for obligation in the year in which the assistance will be provided. NRCS may not make commitments in excess of funds authorized by law or made administratively available. Congress may impose obligational limits on program funding that constrains NRCS's ability to provide such assistance.

2. In the event of default of a construction contract awarded pursuant to this agreement, any additional funds properly allocable as construction costs required to ensure completion of the job are to be provided in the same ratio as construction funds are contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.

3. Additional funds, including interest properly allocable as construction costs as determined by NRCS, required as a result of decision of the CO or a court judgment in favor of a claimant will be provided in the same ratio as construction funds are contributed under the terms of this agreement. NRCS will not be obligated to contribute funds under any agreement or commitment made by the Sponsor without prior concurrence of NRCS.

4. The State Conservationist may make adjustments in the estimated cost to NRCS set forth in this agreement for constructing the EWP measures. Such adjustments may increase or decrease the amount of estimated funds that are

related to differences between such estimated cost and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract. No adjustment will be made to change the cost sharing assistance provided by NRCS as set forth in this agreement, nor reduce funds below the amount required to carry out NRCS' share of the contract.

5. Except for Item 4. above (last sentence), this document may be revised as mutually agreed through a written amendment duly executed by authorized officials of all signatory parties to this agreement.

6. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without obtaining concurrence as set out in this agreement.

7. Once the project is completed and all requests for reimbursement submitted, any excess funding remaining in the agreement will be de-obligated from the agreement.

8. If inconsistencies arise between the language in the Statement of Work (SOW) in the agreement and the general terms and conditions, the language in the SOW takes precedence.

Expected Accomplishments and Deliverables

1. Prepare design, construction specifications, and drawings in accordance with standard engineering principles that comply with NRCS programmatic requirements; and/or contract/install the designed construction. Any design services will be by a professional registered engineer. Sponsor will obtain NRCS review and concurrence on the design, construction plans, and specifications. The Sponsor must ensure description of work is reviewed, concurred, and approved by NRCS. A copy of the final signed and sealed plans and specifications shall be provided to NRCS.

2. Contract for services and construction in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.326, applicable State regulations, and the Sponsor's procurement regulations, as appropriate. (See general terms and conditions attached to this agreement for a link to the CFR.) In accordance with 2 CFR § 200.326, contracts must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under this Federal program legislation.

3. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, state, and local statutes and ordinances prior to solicitation for installation of the EWP project measures. All modifications to the plans and specifications shall be reviewed and concurred on by NRCS.

4. Prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan, if applicable, prior to commence of work. The O&M Plan shall describe the activities the Sponsor will do to ensure the project performs as designed. Upon completion of the project measures, the Sponsor shall assume responsibility for O&M.

5. Prior to commencement of work and/or solicitation of bids, submit for NRCS review and concurrence a Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the EWP project measures are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements. A copy of the final QAP shall be provided to NRCS prior to commencement of construction.

6. Provide construction inspection in accordance with the QAP.

7. Arrange for and conduct final inspection of completed project with NRCS to determine whether all work has been performed in accordance with contractual requirements. Provide a PE certification that the Project was installed in accordance with approved plans and specifications.

Resources Required

As stated in this agreement.

Milestones

Milestones shall include, but not limited to, the following items:

1. Obtaining permits: estimated month 1
2. Completing quality assurance plan: estimated month 1
3. Solicit bids: estimated month 1
4. Award contract: estimated month 2
5. Date of estimated completion of construction
6. Complete close-out activities

GENERAL TERMS AND CONDITIONS

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:

U.S. DEPARTMENT OF AGRICULTURE FARM PRODUCTION AND CONSERVATION

GENERAL TERMS AND CONDITIONS GRANTS AND COOPERATIVE AGREEMENTS

The Farm Production and Conservation (FPAC) mission area encompasses the following USDA agencies: Natural Resources Conservation Service (NRCS), Farm Service Agency (FSA), Risk Management Agency (RMA), the Commodity Credit Corporation (CCC), and the FPAC Business Center.

I. APPLICABLE REGULATIONS

a. As a condition of this award, the recipient assures and certifies that it has and/or will comply and require subrecipients to comply with the requirements contained in the following statutes and regulations, as applicable. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.

(1) 2 CFR Part 25, "Universal Identifier and System of Award Management" (2) 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information" (3) 2 CFR Part 175, "Award Term for Trafficking in Persons" (4) 2 CFR Part 180, "OMB Guidelines to Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" (5) 2 CFR Part 182, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)" (6) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (7) 2 CFR Part 400, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards" (8) 2 CFR Part 417, "Nonprocurement Debarment and Suspension" (9) 2 CFR Part 418, "New Restrictions on Lobbying" (10) 2 CFR Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)" (11) 2 CFR Part 422, "Research Institutions Conducting USDA-Funded Extramural Research; Research Misconduct"

b. Allowable project costs will be determined in accordance with the authorizing statute, the purpose of the award, and, to the extent applicable, to the type of organizations receiving the award, regardless of tier. The following portions of the Code of Federal Regulations are hereby incorporated by reference. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.

(1) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles And Audit Requirements For Federal Awards" (2) 48 CFR Part 31, "Contract Cost Principles and Procedures" c. For corporate recipients, by accepting this award the recipient acknowledges: (1) that it does not have a Federal tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) that it has not been convicted of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarment official of the USDA has considered suspension or debarment of the recipient corporation based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government. If the recipient fails to comply with these provisions, the agency will annul this agreement and may recover any funds the recipient has expended in violation of the above cited statutory provisions.

II. UNALLOWABLE COSTS

The following costs are not allowed:

a. Costs above the amount authorized for the project. b. Costs incurred after the award period of performance end date. c. Costs not identified in the approved budget or approved budget revisions. d. Profit resulting from Federal financial assistance. Recipients may not earn and keep income resulting from an award. e. Costs of promotional items and memorabilia, including models, gifts, and souvenirs. f. Compensation for injuries to persons or damage to property arising from project activities.

This list is not exhaustive. For general information about the allowability of particular items of costs, please see 2 CFR Part 200, "Subpart E - Cost Principles", or direct specific inquiries to the administrative contact identified in the award.

The allowability of some items of costs may be difficult to determine. To avoid disallowance or dispute of such costs, the recipient may seek prior approval before incurring them. See 2 CFR 200.407. III. PRIOR APPROVAL REQUIREMENTS

Certain items of cost and award revisions require the prior written approval of the awarding agency. The following are the most common situations requiring prior approval. However, this list is not exhaustive, and the recipient is also bound by any other prior approval requirements identified in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

- a. Pre-award costs.—To receive reimbursement for costs incurred prior to the award date, recipients must request written approval before incurring the costs. This restriction also applies to costs intended to meet cost-share requirements. FPAC agencies will not approve expenses incurred more than 90 calendar days before the period of performance start date. All costs incurred before the period of performance start date, even if approved, are at the recipient's risk (i.e., the Federal awarding agency is under no obligation to reimburse such costs if for any reason the recipient does not receive a Federal award or if the Federal award is less than anticipated and inadequate to cover such costs).
- b. Revisions to scope, objective, or deliverables.—When it is necessary to modify the scope, objective, or deliverables of an award, the recipient authorized signatory must submit a written request and justification for the change along with the revised scope, objective, or deliverables of the award to the administrative contact. The request should contain the following information: 1. Grant or agreement number 2. Narrative explaining the requested modification to the project scope, objectives, or deliverables 3. A description of the revised scope, objectives, or deliverables
- c. Additions or changes to subawards and contracts.—The subawarding, transferring, or contracting out of any work under a Federal award not identified in the original award budget or any changes to subaward or contracts requires prior written approval. The recipient must submit a justification for the proposed subaward/contract, a statement of work to be performed, and a detailed budget for the subaward/contract to the administrative contact. This provision does not apply to the acquisition of supplies, material, equipment, or general support services.
- d. Change in a key person specified in the application or award.—When there is a change in key personnel, the recipient must request prior written approval for the substitution or change. The request must identify the replacement personnel and provide his or her qualifications.
- e. Absence or change in project leadership.—If the approved project director or principal investigator disengages from the project for more than three months or reduces time devoted to the project by 25 percent or more, the recipient must notify the administrative contact in writing, identifying who will be in charge during the project director's absence. The notification must include the qualifications of the replacement.
- f. Budget revisions.—Recipients must request prior written approval for deviations from the approved budget in the instances described below. For all budget revisions, the recipient must submit a new SF 424A or 424C and budget narrative to support the request. 1. The inclusion of costs that require prior approval in accordance with Subpart E—Cost Principles of this part or 45 CFR part 75 Appendix IX, "Principles for Determining Costs Applicable to Research and Development under Awards and Contracts with Hospitals," or 48 CFR part 31, "Contract Cost Principles and Procedures," as applicable. 2. Where the cumulative amount of transfers of funds among direct cost categories or programs, functions, and activities exceeds or is expected to exceed 10 percent of the total budget as last approved by the Federal awarding agency, and where the Federal share of the project exceeds the simplified acquisition threshold. 3. The transfer of funds budgeted for participant support costs to other categories of expense requires prior written approval. Participant support costs means direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with conferences or training projects. 4. Changes in the approved cost-sharing or matching provided by the recipient. 5. Additional Federal funds needed to complete the project. 6. Changes to negotiated indirect cost rates during the award period of performance. 7. Equipment purchases not specifically identified in the approved budget.
- g. No-Cost Extensions of Time.—When a no-cost extension of time is required, the recipient authorized signatory must submit a written request to the FPAC administrative contact. Except in very limited circumstances, a no-cost extension of time cannot exceed 12 months. FPAC cannot approve requests for no-cost extensions received after the expiration of the award. In addition, time may not allow extension requests submitted less than 30 calendar days before the period of performance end date to be processed, so recipients are encouraged to submit requests as soon as possible. FPAC agencies cannot approve no-cost extensions requested merely to expend remaining funds. The request must contain the following: 1. Amount of additional time requested 2. Explanation for the need for the extension 3. A summary of progress to date and revised milestones

IV. PAYMENTS

- a. Recipients must request reimbursement or advances using a properly completed and executed SF-270, submitted with supporting documentation to either the ezFedGrants system or to the e-mail address specified in the statement of work. FPAC agencies will make payment to the recipient on a reimbursable or advance basis in accordance with the frequency specified in the statement of work.
- b. Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant

to procedures contained in the Federal administrative provisions and 31 CFR Part 205. At the end of each advance period, the recipient must provide a justification (i.e., documentation) showing the amount of advanced funds spent.

c. The method of payment between the recipient and its contractors will be in accordance with the policies and procedures established by the recipient except that the contractors may not use the USDA Office of Financial Management/National Finance Center method to request payments. If the recipient makes advance payments to contractors, the recipient must ensure that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds. Recipients must not submit requests from their contractors for review or approval.

d. Accounting records for all costs incurred under this award must be supported by source documentation. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subaward documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the approved project period of this award, including any approved no-cost extension of time. Costs that cannot be supported by source documentation or that are incurred outside of the approved project period and budget may be disallowed and may result in award funds being returned to the Federal Government by the recipient. The level of detail and documentation required to be provided to support any individual payment request is at the discretion of the Government.

e. Recipients must pay all costs incurred (i.e., liquidate obligations) under the award not later than 90 calendar days after the period of performance end date.

V. FINANCIAL REPORTING

a. Recipients must submit a Federal Financial Report (FFR), SF 425 in accordance with the schedule included in the award statement of work. Recipients must submit reports to either the ezFedGrants system or to the email address specified in the statement of work. Failure to submit reports as required may result in suspension or termination of award.

b. The recipient must submit a final financial report no later than 90 days after the period of performance end date. c. The FPAC awarding agency will withhold payments under this award if the recipient is delinquent in submitting required reports.

VI. PERFORMANCE MONITORING AND REPORTING

a. The recipient is responsible for monitoring day-to-day performance and for reporting to FPAC. If the project involves subaward/contractual arrangements, the recipient is also responsible for monitoring the performance of project activities under those arrangements to ensure that approved goals and schedules are met.

b. The recipient must submit a written progress report at the frequency specified in the statement of work to either the ezFedGrants system or to the email address specified in the statement of work. Each report must cover— 1. A comparison of actual accomplishments with the goals and objectives established for the reporting period and, where project output can be quantified, a computation of the costs per unit of output.

2. The reasons why goals and objectives were not met, if appropriate.

3. Additional pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit costs.

c. The recipient must submit a final performance report within 90 calendar days of the period of performance end date. d. The FPAC awarding agency will withhold payments under this award if the recipient is delinquent in submitting required reports.

VII. AUDIT REQUIREMENTS

The recipient is responsible for complying with audit requirements in accordance with 2 CFR 200, Subpart F. A recipient entity that expends \$750,000 or more during the recipient's fiscal year in Federal awards must have a single or program-

specific audit conducted for that year.

VIII. SPECIAL PROVISIONS

a. The recipient assures and certifies that it will comply with the minimum-wage and maximum-hour provisions of the Federal Fair Labor Standards Act.

b. Employees of FPAC agencies will participate in efforts under this agreement solely as representatives of the United States. They may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, FPAC employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in projects or agreements with such recipients.

c. Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement. d. Except in very limited circumstances (e.g., construction agreements), no agreement period of performance can exceed a total of five years, including extensions. e. Recipients who engage or assist in scientific related activities on behalf of USDA must uphold the principles of scientific integrity established by Departmental Regulations 1074-001, Scientific Integrity. Covered activities include engaging in, supervising, managing, and reporting scientific work; analyzing and publicly communicating information resulting from scientific work; and utilizing information derived from scientific work in policy and decision making. f. Recipients of awards under covered programs (as defined in Executive Order 13858, January 31, 2019) are hereby notified that they are encouraged to use, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States in every contract, subcontract, purchase order, or subaward that is chargeable under the award. "Covered program" means a program that provides financial assistance for the alteration, construction, conversion, demolition, extension, improvement, maintenance, construction, rehabilitation, or repair of an infrastructure project in the United States. However, it does not include programs for which a domestic preference is inconsistent with law or programs providing financial assistance that are subject to comparable domestic preferences. g. The recipient and its employees are prohibited from promoting, recommending, or discussing the availability of specific commercial products or services with FPAC agency clients in the course of carrying out activities under this agreement, including any products or services offered by the recipient, except as may be specifically allowed in the agreement.

IX. PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

a. Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.

b. In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to:

Farm Production and Conservation Business Center Grants and Acquisitions Division 1400 Independence Avenue, SW.
Room 6819 South Building Washington, DC 20250

c. USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.

d. The following acknowledgment of USDA support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:

"This material is based upon work supported by the U.S. Department of Agriculture, under agreement number [recipient should enter the applicable award number here]."

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

"Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture. In addition, any reference to specific brands or types of products or services does not constitute or imply an endorsement by the U.S. Department of Agriculture for those products or services."

e. All publications printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or on the USDA home page. If the material is too small to permit the full nondiscrimination statement to be included, the material must, at a minimum, include the statement:

"USDA is an equal opportunity provider and employer."

The recipient is responsible for ensuring that an acknowledgment of USDA is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss work funded by this award in a substantial way.

X. COST-SHARING REQUIREMENTS

a. If the award has specific cost-sharing requirements, the cost-sharing participation in other projects may not be counted toward meeting the specific cost-share requirement of this award and must come from non-Federal sources unless otherwise stated in the applicable program authorizing statute. b. Cost share must be documented on each SF 425 and SF 270 and in source documentation as it is provided by the recipient or third party. The required cost-share or matching ratio must be met by the end of the agreement period of performance; however, it does not have to be maintained for every payment request.

c. Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must— 1. Immediately notify the FPAC administrative contact of the situation. 2. Specify the steps it plans to take to secure replacement cost sharing. 3. Indicate the plans to either continue or phase out the project in the absence of cost sharing. If the recipient's plans are not acceptable to FPAC, the award may be subject to termination. FPAC modifications to proposed cost sharing revisions are made on a case-by-case basis. Failure by the recipient to notify FPAC in accordance with this section may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by FPAC of some of the FPAC funds provided under the award, and possible termination of the award. It may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.

d. The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing as well as records of costs to be paid by FPAC. If the recipient's cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

e. Recipients must provide notification to the agency administrative contact when adding or replacing sources of cost-share contributions.

XI. PROGRAM INCOME

Program income is the gross revenue generated by a Federally funded activity earned during the performance period of the award. Program income may be earned by recipients from fees charged for conference or workshop attendance, from rental fees earned from real property or equipment acquired with Federal funds, or from the sale of commodities or items developed under the grant or cooperative agreement. It must fall within the guidelines at 2 CFR 200.307. Unless identified and addressed in the award, the recipient must provide notification to the administrative contact and request the manner it would like to treat the income (i.e., deductive or additive). Program income may be used to meet recipient cost-share requirements with the approval of the Government. All program income must be reported on the applicable SF 270 and SF 425.

XII. NONEXPENDABLE EQUIPMENT

Recipients purchasing equipment or products with funds provided under this award are encouraged to purchase only American-made equipment and products. Title to nonexpendable equipment purchased with award funds will vest in the recipient upon completion of the award project and acceptance by FPAC of required final reports. When equipment is no longer needed by the recipient and the per-unit fair market value is less than \$5,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to FPAC. However, if the per-unit fair market value is \$5,000 or more, the recipient must submit a written request to the FPAC administrative contact for disposition instructions.

XIII. LIMIT OF FEDERAL LIABILITY

The maximum financial obligation of FPAC to the recipient is the amount of funds indicated in the award as obligated by FPAC. However, if an erroneous amount is stated on the approved budget, or any supporting document relating to the award, FPAC will have the unilateral right to make the correction and to make an appropriate adjustment in the FPAC share of the award to align with the Federal amount authorized.

XIV. MODIFICATIONS AND TERMINATIONS

The parties may amend this award through an exchange of correspondence between the authorized signatory of each or via formal amendment document. The award is subject to termination if FPAC determines that the recipient has failed to comply with the terms and conditions of the award. If the award is terminated, the guidelines at 2 CFR 200.339-42 will govern the obligations of the parties.

XV. PRIVACY ACT AND PROHIBITION AGAINST CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS

a. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of FPAC.

b. The recipient's personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).

c. The recipient agrees to comply with the "Prohibition Against Certain Internal Confidentiality Agreements:"

1. You may not require your employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. 2. You must notify your employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect. 3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information. 4. If FPAC determines that you are not in compliance with this award provision, FPAC: i. Will prohibit your use of funds under this award, in accordance with sections 743 and 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; ii. May pursue other remedies available for your material failure to comply with award terms and conditions. XVI. ACKNOWLEDGMENT OF SECTION 1619 COMPLIANCE

The recipient agrees to comply with FPAC guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), 7 U.S.C. 8791 as described below.

a. Responsibilities. 1. Acceptance of this award indicates acknowledgment and understanding that the recipient is legally bound by Federal statute to comply with the provisions of Section 1619 and that the recipient will not subsequently disclose information protected by section 1619 to any individual or organization that is not directly covered by this award. Any such subsequent disclosure of the protected information (except as permitted under Section 1619) will be considered a violation of Section 1619. The recipient will be held responsible should disclosure of the protected information occur.

2. Acceptance of this award legally binds every owner, manager, supervisor, employee, contractor, agent, and representative of the recipient to comply with the provisions in Section 1619. The recipient must consult with FPAC prior to providing protected information to an entity or individual outside of the recipient and as necessary to implement the program to ensure that such release is permissible.

3. The recipient will use the protected information only to perform work that is directly connected to this award. Use of the protected information to perform work that is not directly connected to this award is expressly prohibited.

4. The recipient must internally restrict access to the protected information to only those individuals who have a demonstrated need to know the protected information to perform work under this award.

5. The provisions in Section 1619 are continuing obligations. Even when the recipient is no longer a recipient, or when individuals currently affiliated with the recipient become no longer so affiliated, every person having been provided access to the protected information will continue to be legally bound to comply with these provisions.

6. The recipient must notify all managers, supervisors, employees, contractors, agents, and representatives about this provision and the requirements of Section 1619. Notifications about the existence of this provision must be made to those individuals who are new to the organization and periodic notifications must be sent throughout the organization (as well as to all contractors and agents) to remind all about the ongoing and continuing requirements.

7. When the recipient is unsure whether particular information is covered or protected by Section 1619, the recipient must consult with FPAC to determine whether the information must be withheld.

8. Use of the protected information for any purpose is expressly prohibited after the period of performance end date of this award. Upon the award end date, any protected information provided under this award must be immediately destroyed or returned to FPAC. The recipient must provide to FPAC written certification that the protected information (paper copy, electronic copy, or both) has been properly destroyed, removed from any electronic storage media, or both.

9. Any State's "sunshine law," "open records act" or other version of the Freedom of Information Act is superseded by section 1619 under the Supremacy Clause of the U.S. Constitution. Accordingly, information protected from disclosure by section 1619 must not be released under such State laws.

b. Protected Information.

1. Examples of the types of information prohibited by disclosure under Section 1619 include, but are not limited to, the following:

i. State identification and county number (where reported and where located). ii. Producer or landowner name, business full address, phone number, Social Security Number, and similar personal identifying information. iii. Farm, tract, field, and contract numbers. iv. Production shares and share of acres for each Farm Serial Number (FSN) field. v. Acreage information, including crop codes. vi. All attributes for Common Land Units (CLUs) in USDA's Geospatial Information System. vii. Any photographic, map, or geospatial data that, when combined with other maps, can be used to identify a landowner. viii. Location of conservation practices.

2. Section 1619 allows disclosure of "payment information (including payment information and the names and addresses of recipients of payments) under any Department program that is otherwise authorized by law" (emphasis added). The names and payment information of producers generally may be provided to the public; however, the recipient shall consult with FPAC if there is any uncertainty as to the provision of such information.

3. Section 1619 also allows disclosure of otherwise protected information if "the information has been transformed into a statistical or aggregate form without naming any—(i) individual owner, operator, or producer; or (ii) specific data gathering site." The recipient must consult with FPAC as to whether specific information falls within this exception prior to relying on this exception.

c. Violations. The recipient will be held responsible for violations of this provision and Section 1619. A violation of this provision by the recipient may result in action by FPAC, including termination of the underlying Federal award.

d. Effective Period. The requirements of this provision is effective on the date of the final signature and will continue until FPAC notifies the recipient that it is no longer required based on changes in applicable Federal law.

XVII. AWARD CLOSEOUT

a. Award closeout is the process by which FPAC determines that all required project activities have been performed satisfactorily and all necessary administrative actions have been completed. b. The recipient must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the agreement, including documentation showing that match or cost-share requirements have been met. The awarding agency may approve extensions when requested by the recipient. c. Unless the awarding agency authorizes an extension, the recipient must liquidate all obligations incurred under the agreement not later than 90 calendar days after the end date of the period of performance. d. Recipients must submit all requests for reimbursements no later than 90 calendar days after the end date of the period of performance. e. The recipient must promptly refund any balances of unobligated cash that the awarding agency paid in advance or paid and that are not authorized to be retained by the recipient for use in other projects. See OMB Circular A-129 and see §200.345 Collection of amounts due, for requirements regarding unreturned amounts that become delinquent debts. f. Recipients must retain all records pertaining to the agreement in accordance with 2 CFR 200.333-337 and any additional requirements included in the agreement statement of work. g. Recipients must follow disposition requirements for property acquired with award funds in accordance with 2 CFR 200.310-316.

ASSURANCES RELATING TO
REAL PROPERTY ACQUISITION

A. PURPOSE - This form is to be used by sponsor(s) to provide the assurances to the Natural Resources Conservation Service of the U.S. Department of Agriculture which is required in connection with the installation project measures which involve Federal financial assistance furnished by the Natural Resources Conservation Service.

B. PROJECT MEASURES COVERED -

Name of project: DSR: 284185282323 & 284185282322

Identity of improvement or development: Erosion Control

Location: Harrison Co. - Site(s): Flat Branch at Hwy 49 Site #2 & 15556 Old Magnolia Court

C. REAL PROPERTY ACQUISITION ASSURANCE -

This assurance is applicable if real property interests were acquired for the installation of project measures, and/or if persons, businesses, or farm operations were displaced as a result of such installation; and this assurance was not previously provided for in the watershed, project measure, or other type of plan.

If this assurance was not previously provided, the undersigned sponsor(s) hereby assures they have complied, to the extent practicable under State law, with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. 4601-4655), as implemented in 7 C.F.R. Part 21. Any exceptions taken from the real property acquisition requirements under the authority of 42 U.S.C. 4655 because of State law have been or are hereby furnished to the Natural Resources Conservation Service along with the opinion of the Chief Legal Officer of the State containing a full discussion of the facts and law furnished.

D. ASSURANCE OF ADEQUACY OF REAL PROPERTY RIGHTS -

The undersigned sponsor(s) hereby assures that adequate real property rights and interests, water rights if applicable, permits and licenses required by Federal, State, and local law, ordinance or regulation, and related actions have been taken to obtain the legal right to install, operate, maintain, inspect and inspect the above-described project measures, except for structures or improvements that are to be removed, relocated, modified, or salvaged before and/or during the installation process.

This assurance is given with the knowledge that sponsor(s) are responsible for any excess costs or other consequences in the event the real property rights are found to be inadequate during the installation process.

Furthermore, this assurance is supported by an attorney's opinion attached hereto that certifies an examination of the real property instruments and files was made and they were found to provide adequate title, right, permission and authority for the purpose(s) for which the property was acquired.

If any of the real property rights or interests were obtained by condemnation (eminent domain) proceedings, sponsor(s) further assure and agree to prosecute the proceedings to a final conclusion and pay such damages as awarded by the court.

City of Gulfport

(Name of Sponsor)

By: _____

(Signature)

Title: _____

Date: _____

This action is authorized at an official meeting

of the _____

on 8 day of October, 2019

State of Mississippi

Attest _____

(Name)

Clerk of Council / Deputy City Clerk
(Title)



MARGARET E. MURDOCK
Assistant City Attorney
Email: mmurdock@gulfport-ms.gov
Direct Number: (228) 868-5811
Direct Fax Number: (228) 868-5795

CITY of GULFPORT

*Office of the City Attorney
2309 15th Street, Gulfport, Mississippi 39501*

September 23, 2019

To: USDA, Natural Resources Conservation Service
Suite 1321, Federal Building
100 West Capitol Street
Jackson, MS 39269

Re: City of Gulfport (MS):

Flat Branch at Hwy 49 Site #2 & 15556 Old Magnolia Court (Harrison County)

As attorney for and on behalf of the City of Gulfport, Mississippi, I hereby certify that I have examined the real property instruments and files that relate to the right-of-way and easements of the sponsors to enter upon, construct, and operate and maintain the works of improvement above, and find them to provide adequate title, right, permission, and authority for the purpose for which these instruments were acquired.

The documents reviewed were the Plat for Swan Lake Estates, Phase II, Unit I (Plat Book 41, Page 23), and an Easement (granted by Order of the Special Court of Eminent Domain, Harrison County, Mississippi, First Judicial District, Instrument No. 2008-6179-D-J1).


MARGARET MURDOCK
Assistant City Attorney

MEM/mm

**ASSURANCES RELATING TO
REAL PROPERTY ACQUISITION**

A. PURPOSE - This form is to be used by sponsor(s) to provide the assurances to the Natural Resources Conservation Service of the U.S. Department of Agriculture which is required in connection with the installation project measures which involve Federal financial assistance furnished by the Natural Resources Conservation Service.

B. PROJECT MEASURES COVERED -

Name of project: DSR: 284195286002 & 284195286003

Identity of improvement or development: Erosion Control

Location: Harrison Co. - Site(s): Seaway Road & Courthouse Road

C. REAL PROPERTY ACQUISITION ASSURANCE -

This assurance is applicable if real property interests were acquired for the installation of project measures, and/or if persons, businesses, or farm operations were displaced as a result of such installation; and this assurance was not previously provided for in the watershed, project measure, or other type of plan.

If this assurance was not previously provided, the undersigned sponsor(s) hereby assures they have complied, to the extent practicable under State law, with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. 4601-4655), as implemented in 7 C.F.R. Part 21. Any exceptions taken from the real property acquisition requirements under the authority of 42 U.S.C. 4655 because of State law have been or are hereby furnished to the Natural Resources Conservation Service along with the opinion of the Chief Legal Officer of the State containing a full discussion of the facts and law furnished.

D. ASSURANCE OF ADEQUACY OF REAL PROPERTY RIGHTS -

The undersigned sponsor(s) hereby assures that adequate real property rights and interests, water rights if applicable, permits and licenses required by Federal, State, and local law, ordinance or regulation, and related actions have been taken to obtain the legal right to install, operate, maintain, inspect and inspect the above-described project measures, except for structures or improvements that are to be removed, relocated, modified, or salvaged before and/or during the installation process.

This assurance is given with the knowledge that sponsor(s) are responsible for any excess costs or other consequences in the event the real property rights are found to be inadequate during the installation process.

Furthermore, this assurance is supported by an attorney's opinion attached hereto that certifies an examination of the real property instruments and files was made and they were found to provide adequate title, right, permission and authority for the purpose(s) for which the property was acquired.

If any of the real property rights or interests were obtained by condemnation (eminent domain) proceedings, sponsor(s) further assure and agree to prosecute the proceedings to a final conclusion and pay such damages as awarded by the court.

City of Gulfport

(Name of Sponsor)

By: _____

(Signature)

Title: _____

Mayor

Date: _____

2/5/2020

This action is authorized at an official meeting

of the _____

City Council

on 4 day of _____

February, 2020

State of Mississippi

Attest _____

(Name)

Brittany Rodgers

(Title)

Deputy City Clerk



MARGARET E. MURDOCK
Assistant City Attorney
Email: mmurdock@gulfport-ms.gov
Direct Number: (228) 868-5811
Direct Fax Number: (228) 868-5795

CITY of GULFPORT

Office of the City Attorney
2309 15th Street, Gulfport, Mississippi 39501

January 31, 2020

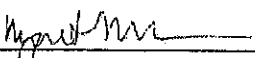
To: USDA, Natural Resources Conservation Service
Suite 1321, Federal Building
100 West Capitol Street
Jackson, MS 39269

Re: City of Gulfport (MS):

Seaway Road & Courthouse Road (Harrison County)

As attorney for and on behalf of the City of Gulfport, Mississippi, I hereby certify that I have examined the real property instruments and files that relate to the right-of-way and easements of the sponsors to enter upon, construct, and operate and maintain the works of improvement above, and find them to provide adequate title, right, permission, and authority for the purpose for which these instruments were acquired.

The documents reviewed were the Plat for East Park Subdivision (Plat Book 19, Page 29), and an Easement found on the Seaway Road plat (assumed by City following Annexation).



MARGARET MURDOCK
Assistant City Attorney

MEM/mm

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

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE A DONATION OF FUNDS TO THE BOYS AND GIRLS CLUB OF THE GULF COAST PURSUANT TO MISS. CODE ANN. § 21-19-67(A), AND FOR RELATED PURPOSES

WHEREAS, pursuant to Miss. Code Ann. § 21-19-67(a) (2015), a municipality may donate funds to “[a]ny chartered chapter of the Boys and Girls Clubs of America located within the municipality, provided that the cumulative sum of donations to all chapters within the municipality does not exceed the amount generated in the municipality by one-fourth (1/4) mill on all of the taxable property within the municipality, during the fiscal year in which the donations are made”; and

WHEREAS, the City of Gulfport desires to donate funds, in the amount of \$5,000.00 to the Boys and Girls Club of the Gulf Coast, which is a chartered chapter of the Boys and Girls Club of America and which operates within the City of Gulfport; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such donation and that making the aforementioned donation, which shall be paid out of available funds in the general fund of the City, is in the best interest of the City of Gulfport.

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

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

Section 2. That the City of Gulfport, by and through its Mayor, is hereby authorized to donate municipal funds in the amount of Five Thousand Dollars (\$5,000.00) to the Boys and Girls Club of the Gulf Coast.

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

**BOYS & GIRLS CLUBS
OF THE GULF COAST, INC.
FINANCIAL STATEMENTS
SEPTEMBER 30, 2019 AND 2018**



BOYS & GIRLS CLUBS OF THE GULF COAST, INC.

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**BOYS & GIRLS CLUBS OF THE GULF COAST, INC.
LIST OF OFFICIALS**

SEPTEMBER 30, 2019

BOARD OF DIRECTORS

Carlos Bell, Chairman	Crystal Scretching, Hancock County Chairman
Brooke Shoultz, Past Chairman	Travis Girley, Member
Clay Wagner, Finance Chairman	Emily Burke, Member
Amber Hester, Secretary	William Van Kirk, Member
Sydney Wall, Governance Chairman	Bryan Jacobs, Member
Jamie Daniels, Resource Development Chairman	Matt Renick, Operations Chairman
Jakavious Pickett, East Harrison Chairman	Jennifer Nicaud, Member
James Moody, Greater Gulfport Chairman	Stacey O'Connell, Member
Mary Catherine Scriber, Pass Christian Chairman	Angela Wingfield, Member

Chief Executive Officer

Keva Scott



ALEXANDER | VAN LOON | SLOAN | LEVENS | FAVRE, PLLC
Certified Public Accountants & Business Consultants

AVL WEALTHCARE, LLC
Wealth Management

INDEPENDENT AUDITORS' REPORT

May 11, 2020

Board of Directors
Boys & Girls Clubs of the Gulf Coast, Inc
Gulfport, Mississippi

Report on the Financial Statements

We have audited the accompanying financial statements of Boys & Girls Clubs of the Gulf Coast, Inc. (a nonprofit organization), which comprise the statements of financial position as of September 30, 2019 and 2018, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditors consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

9490 Three Rivers Road | Gulfport, MS 39503 | (228) 863-0411 | Fax (228) 863-1165 | E-Mail: info@avlcpa.com | www.avlcpa.com
304 N. Vardaman Street | P.O. Box 749 | Wiggins, MS 39577 | (601) 928-4416 | Fax (601) 928-4417 | E-Mail: info@avlcpa.com | www.avlcpa.com
831 Hwy. 90 | Bay St. Louis, MS 39520 | (228) 467-1402 | Fax (228) 467-2594 | E-Mail: info@avlcpa.com | www.avlcpa.com

Members: American Institute of CPAs, Mississippi Society of CPAs, The AICPA Alliance for CPA Firms-
Partnering for CPA Practice Success, National Association of Certified Valuation Analysts

Board of Directors
Boys & Girls Clubs of the Gulf Coast, Inc.
May 11, 2020

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Boys & Girls Clubs of the Gulf Coast, Inc. as of September 30, 2019 and 2018, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Other Information

The list of officials is presented for informational purposes and is not a required part of the basic financial statements. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Alexander, Van Loon, Sloan, Levens & Favre, PLLC
ALEXANDER, VAN LOON, SLOAN, LEVENS & FAVRE, PLLC
Certified Public Accountants
Gulfport, Mississippi

FINANCIAL STATEMENTS

BOYS & GIRLS CLUBS OF THE GULF COAST, INC.
STATEMENTS OF FINANCIAL POSITION
SEPTEMBER 30, 2019 AND 2018

ASSETS

	<u>2019</u>	<u>2018</u>
CURRENT ASSETS		
Cash and cash equivalents	\$ 332,944	\$ 630,688
Cash with donor restrictions for scholarships	10,724	8,224
Accounts receivable	33,748	53,492
Grant funds receivable	87,173	224,131
Prepaid expenses	<u>43,073</u>	<u>43,369</u>
Total current assets	<u>507,662</u>	<u>959,904</u>
NONCURRENT ASSETS		
Investment in mutual funds and cash equivalents without donor restrictions for endowment fund	35,326	33,698
Investment in mutual funds with donor restrictions for endowment fund	344,823	344,001
Investment in debt and equity securities	<u>1,107,846</u>	<u>1,175,318</u>
Total noncurrent assets	<u>1,487,995</u>	<u>1,553,017</u>
PROPERTY AND EQUIPMENT		
Land	18,761	18,761
Building	12,751,770	12,751,770
Equipment	184,467	198,487
Leasehold improvements	8,330	8,330
Vehicles	<u>265,215</u>	<u>261,563</u>
Total property and equipment	13,228,543	13,238,911
Less: accumulated depreciation	<u>(3,425,650)</u>	<u>(3,109,889)</u>
Net property and equipment	<u>9,802,893</u>	<u>10,129,022</u>
TOTAL ASSETS	<u><u>\$ 11,798,550</u></u>	<u><u>\$ 12,641,943</u></u>

LIABILITIES AND NET ASSETS

	<u>2019</u>	<u>2018</u>
CURRENT LIABILITIES		
Accounts payable	\$ 27,816	\$ 137,991
Scholarship payable	10,724	8,224
Accrued salaries	45,520	38,306
Accrued compensated absences	<u>8,581</u>	<u>14,585</u>
Total liabilities	<u>92,641</u>	<u>199,106</u>
NET ASSETS		
Without donor restrictions		
Endowment	35,326	33,698
Investment in property and equipment	9,802,893	10,129,022
Undesignated	<u>1,522,867</u>	<u>1,936,116</u>
Total without donor restriction	<u>11,361,086</u>	<u>12,098,836</u>
With donor restrictions		
Endowment	<u>344,823</u>	<u>344,001</u>
Total with donor restriction	<u>344,823</u>	<u>344,001</u>
Total net assets	<u>11,705,909</u>	<u>12,442,837</u>
TOTAL LIABILITIES AND NET ASSETS	<u><u>\$ 11,798,550</u></u>	<u><u>\$ 12,641,943</u></u>

The accompanying notes are an integral part of these financial statements.

BOYS & GIRLS CLUBS OF THE GULF COAST, INC.
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2019

	<u>Without Donor Restriction</u>	<u>With Donor Restriction</u>	<u>Total</u>
REVENUE AND OTHER SUPPORT			
Federal sources	\$ 613,643	\$ -	\$ 613,643
Contributions, general	304,876	-	304,876
Special events (net of direct costs)	216,410	-	216,410
Program fees	642,758	-	642,758
Investment return	(17,362)	822	(16,540)
Other sources	30,694	-	30,694
	<u>1,791,019</u>	<u>822</u>	<u>1,791,841</u>
Expenses			
Program Services:			
Youth programs	2,138,848	-	2,138,848
	<u>2,138,848</u>	<u>-</u>	<u>2,138,848</u>
Total program services			
Support Services:			
General and administrative	276,944	-	276,944
Fundraising	112,977	-	112,977
	<u>389,921</u>	<u>-</u>	<u>389,921</u>
Total support services			
Total expenses	2,528,769	-	2,528,769
	<u>2,528,769</u>	<u>-</u>	<u>2,528,769</u>
CHANGE IN NET ASSETS	(737,750)	822	(736,928)
NET ASSETS, BEGINNING OF YEAR	12,098,836	344,001	12,442,837
	<u>12,098,836</u>	<u>344,001</u>	<u>12,442,837</u>
NET ASSETS, END OF YEAR	\$ 11,361,086	\$ 344,823	\$ 11,705,909
	<u>\$ 11,361,086</u>	<u>\$ 344,823</u>	<u>\$ 11,705,909</u>

The accompanying notes are an integral part of these financial statements.

BOYS & GIRLS CLUBS OF THE GULF COAST, INC.
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2018

	<u>Without Donor Restriction</u>	<u>With Donor Restriction</u>	<u>Total</u>
REVENUE AND OTHER SUPPORT			
Federal sources	\$ 1,109,417	\$ -	\$ 1,109,417
Contributions, general	347,021	-	347,021
Special events (net of direct costs)	126,101	-	126,101
Program fees	619,350	-	619,350
Investment return	55,353	16,040	71,393
Other sources	17,541	-	17,541
	<u>2,274,783</u>	<u>16,040</u>	<u>2,290,823</u>
Total revenue and other support			
Expenses			
Program Services:			
Youth programs	<u>2,049,090</u>	<u>-</u>	<u>2,049,090</u>
Total program services	<u>2,049,090</u>	<u>-</u>	<u>2,049,090</u>
Support Services:			
General and administrative	406,417	-	406,417
Fundraising	<u>110,645</u>	<u>-</u>	<u>110,645</u>
Total support services	<u>517,062</u>	<u>-</u>	<u>517,062</u>
Total expenses	<u>2,566,152</u>	<u>-</u>	<u>2,566,152</u>
CHANGE IN NET ASSETS	(291,369)	16,040	(275,329)
NET ASSETS, BEGINNING OF YEAR	<u>12,390,205</u>	<u>327,961</u>	<u>12,718,166</u>
NET ASSETS, END OF YEAR	<u>\$ 12,098,836</u>	<u>\$ 344,001</u>	<u>\$ 12,442,837</u>

The accompanying notes are an integral part of these financial statements.

BOYS & GIRLS CLUBS OF THE GULF COAST, INC.
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED SEPTEMBER 30, 2019 AND 2018

CASH FLOWS FROM OPERATING ACTIVITIES	2019	2018
Cash received from contributions, governmental entities, grants, and fees	\$ 1,965,083	\$ 2,296,853
Cash paid for program and support services	(2,305,156)	(2,246,437)
Net cash provided by (used in) operating activities	(340,073)	50,416
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from debt and equity securities	(447,593)	372,559
Purchase of debt and equity securities	496,074	(354,176)
Purchase of property and equipment	(3,652)	(2,655)
Net cash provided by investing activities	44,829	15,728
Net increase (decrease) in cash and cash equivalents	(295,244)	66,144
Cash and cash equivalents, beginning of year	638,912	572,768
Cash and cash equivalents, end of year	\$ 343,668	\$ 638,912
RECONCILIATION OF TOTAL CASH		
Cash and cash equivalents	\$ 332,944	\$ 630,688
Cash with donor restrictions for scholarships	10,724	8,224
Total cash	\$ 343,668	\$ 638,912
RECONCILIATION OF CHANGES IN NET ASSETS TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES		
Change in net assets	\$ (736,928)	\$ (275,329)
Adjustments reconciling the change in net assets to net cash provided by operating activities:		
Depreciation and amortization	329,781	335,525
Investment return	16,540	(71,393)
Bad debt expense	-	28,390
(Increase) decrease in assets:		
Grant funds receivable	136,958	126,075
Accounts receivable	19,744	(69,893)
Prepaid expenses	296	4,995
Increase (decrease) in liabilities:		
Accounts payable	(110,174)	(23,967)
Accrued salaries	7,214	2,882
Scholarship payable	2,500	(1,625)
Accrued compensated absences	(6,004)	1,905
Deferred revenues	-	(7,149)
Total adjustments	396,855	325,745
Net cash provided by (used in) operating activities	\$ (340,073)	\$ 50,416

The accompanying notes are an integral part of these financial statements.

BOYS & GIRLS CLUBS OF THE GULF COAST, INC.
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED SEPTEMBER 30, 2019

	Program Services Youth Programs	Supporting Services Management & General	Fundraising	Total Expenses
Computer software and small equipment	\$ 12,113	\$ 4,326	\$ 5,052	\$ 21,491
Contract labor	3,000	-	450	3,450
Depreciation	329,244	537	-	329,781
Dues and subscriptions	26,001	-	1,609	27,610
Employee benefits	30,093	14,683	4,061	48,837
Finance/bank charges	18,990	-	15,250	34,240
Insurance	81,325	3,250	-	84,575
Miscellaneous	14,254	10,429	219	24,902
Payroll taxes	79,566	12,444	5,594	97,604
Professional fees	3,397	43,242	391	47,030
Rent expense	68,667	309	-	68,976
Rental equipment	16,350	1,035	4,141	21,526
Repairs and maintenance	38,700	600	-	39,300
Salaries	951,220	149,965	69,752	1,170,937
Supplies	217,510	8,509	2,372	228,391
Telecommunications	15,084	1,300	260	16,644
Training and conferences	10,876	19,130	3,826	33,832
Travel	5,169	4,320	-	9,489
Utilities	160,393	1,815	-	162,208
Vehicle expense	56,896	1,050	-	57,946
Total expenses	<u>\$ 2,138,848</u>	<u>\$ 276,944</u>	<u>\$ 112,977</u>	<u>\$ 2,528,769</u>

The accompanying notes are an integral part of these financial statements.

BOYS & GIRLS CLUBS OF THE GULF COAST, INC.
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED SEPTEMBER 30, 2018

	Program Services Youth Programs	Supporting Services Management & General	Fundraising	Total Expenses
Bad debts	\$ 28,390	\$ -	\$ -	\$ 28,390
Computer software and small equipment	49,514	11,713	1,582	62,809
Contract labor	2,880	1,250	10,355	14,485
Depreciation	334,988	537	-	335,525
Dues and subscriptions	23,517	105	923	24,545
Employee benefits	46,344	19,273	260	65,877
Finance/bank charges	16,729	4,532	12,741	34,002
Insurance	71,895	2,766	-	74,661
Miscellaneous	1,836	13,271	-	15,107
Payroll taxes	77,010	16,674	6,222	99,906
Professional fees	1,603	30,005	1,154	32,762
Rent expense	68,400	45	-	68,445
Rental equipment	13,289	5,916	-	19,205
Repairs and maintenance	42,372	3,935	-	46,307
Salaries	809,299	266,229	77,408	1,152,936
Supplies	217,525	10,029	-	227,554
Telecommunications	15,163	1,855	-	17,018
Training and conferences	2,319	5,379	-	7,698
Travel	8,531	9,474	-	18,005
Utilities	170,101	14	-	170,115
Vehicle expense	47,385	3,415	-	50,800
Total expenses	<u>\$ 2,049,090</u>	<u>\$ 406,417</u>	<u>\$ 110,645</u>	<u>\$ 2,566,152</u>

The accompanying notes are an integral part of these financial statements.

NOTES TO FINANCIAL STATEMENTS

BOYS & GIRLS CLUBS OF THE GULF COAST, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019 AND 2018

NOTE 1- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Nature of Activities

The Boys & Girls Clubs of the Gulf Coast, Inc. (the Club), a non-profit organization, was incorporated in Mississippi on June 2, 1966. The purpose of the Club is to promote the health, social, educational, vocational and character development of all boys and girls throughout the Gulf Coast area. The Club is primarily supported through contributions made by Federal and State grants, general contributions, and program fees.

Basis of Presentation

The financial statements of the Club have been prepared in conformity with accounting principles generally accepted in the United States of America under the accrual basis of accounting. The accrual basis of accounting is the method of accounting under which liabilities and expenses are recorded when incurred, whether or not paid, and income is recorded when earned, whether or not received.

Financial Statement Presentation

The Club is required to report information regarding its financial position and activities according to two classes of net assets: with donor restrictions and without donor restrictions. Net assets with donor restrictions are created only by donor-imposed restrictions on their use. All other net assets, including board-designated or appropriated amounts, are reported as part of without donor restrictions. In addition, the Club is required to present a statement of cash flows

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for specific purposes are reported as net assets with donor restrictions. When donor restrictions are met, these amounts are reclassified to net assets without donor restrictions. However, if a restriction is fulfilled in the same year in which the contribution is received, the Club reports that support as without donor restrictions.

New Accounting Pronouncement

On August 18, 2016, the FASB issued ASU 2016-14, *Not-for-Profit Entities (Topic 958) – Presentation of Financial Statements of Not-for-Profit Entities*. The Club has adjusted the presentation of its financial statements accordingly. Under the new standards, the Club's net assets previously reported as unrestricted net assets class has been renamed net assets without donor restrictions, the net assets previously reported as restricted net assets has been renamed to net assets with donor restrictions, and the notes to financial statements include a new disclosure about liquidity and availability of resources.

BOYS & GIRLS CLUBS OF THE GULF COAST, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019 AND 2018

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Use of Estimates

In preparing financial statements in conformity with accounting principles generally accepted in the United States of America, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements, as well as revenues and expenses during the reporting period. Actual results could differ from those estimates.

Income Taxes

The Club is a not-for-profit organization that is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code and comparable state law, and contributions to the Club are tax deductible within the limitations prescribed by the code.

The Club has implemented the accounting requirements associated with uncertainty in income taxes using the provision of Financial Accounting Standards Board (FASB) ASC 740, *Income Taxes*. Using that guidance, tax positions initially need to be recognized in the financial statements when it is more-likely-than-not the positions will be sustained upon examination by the tax authorities. It also provides guidance for derecognition, classification, interest and penalties, accounting in interim periods, disclosure, and transition. As of September 30, 2019 and 2018, the Club has no uncertain tax positions that qualify for either recognition or disclosure in the financial statements.

Functional Allocation of Expenses

The cost of providing the Club's programs and support services has been summarized on a functional basis. Accordingly, certain costs have been allocated among the programs and support services benefited based on a combination of specific identification and allocation by management.

Cash and Cash Equivalents

For the purpose of the statement of cash flows, cash and cash equivalents are defined as demand deposits and savings accounts at local banks and cash accumulation accounts at a local brokerage firm and certificates of deposit with a maturity of three months or less, as applicable. Endowment cash and short-term investments held in a bank money market account are reported as investments in mutual funds with donor restrictions and without donor restrictions for endowment trust.

BOYS & GIRLS CLUBS OF THE GULF COAST, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019 AND 2018

NOTE 1- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Accounts Receivable

The Club records receivables at gross amounts due and have determined all receivables to be collectible. Management has chosen to use the direct write-off method to account for bad debts. Although generally accepted accounting principles require the use of the allowance method to recognize bad debts, the effect of using the direct write-off method is not materially different from the results that would have been obtained under the allowance method. Management will continue to analyze future receivables, and if the receivables are determined to be uncollectible, they will be written off through a charge against earnings. The Club recognized no bad debt write offs and \$28,390 in bad debt write offs for the years ended September 30, 2019 and 2018, respectively.

Grant Funds Receivable

The Club's grant funds receivable consists of amounts due from federal and state agencies under grant agreements and contracts. Grant funds receivable are written off when management determines that they are uncollectible. No allowance for doubtful accounts is considered necessary by management.

Prepaid Expenses

Prepaid expenses consist of prepaid insurance and are charged to the period to which they relate.

Investments

Investments in marketable securities with readily determinable fair values and all investments in debt securities are reported at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets. Investment income and gains with donor restrictions are reported as increases in net assets without donor restrictions if the restrictions are met in the reporting period in which the income and gains are recognized. The amount reported as investments represents debt securities with maturities greater than three months, mutual funds, and equity securities.

BOYS & GIRLS CLUBS OF THE GULF COAST, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019 AND 2018

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property and Equipment

Property and equipment are stated at original cost. Depreciation is provided over the estimated useful lives of the related assets using the straight-line method. The estimated useful lives for property and equipment used to compute the straight-line method of depreciation are as follows:

<u>Asset</u>	<u>Useful Life</u>
Building	39 years
Equipment	3-8 years
Leasehold improvements	5-7 years
Vehicles	5 years

Donations of property and equipment are recorded as contributions at their estimated fair value. Such donations are reported as unrestricted contributions unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted contributions. Absent donor stipulations regarding how long those donated assets must be maintained, the Club reports expirations of donor restrictions when the donated or acquired assets are placed in service.

Expenditures for buildings, equipment, and vehicles are capitalized if the cost of an item exceeds the minimum value of \$1,000 established by the Club. Expenditures for major renewals and betterments that extend the useful lives of buildings, equipment and vehicles are capitalized. Expenditures for maintenance and repairs are charged to expense as incurred. The Club reviews long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If these assets are considered to be impaired, the impairment loss recognized is measured as the amount by which the carrying amount of the assets exceeds the fair value of the assets. Assets to be disposed of are reported at the lower of the carrying amount or the fair value less costs to sell.

Accrued Compensated Absences

Employees earn a vested right to compensation for unused vacation absences. Accordingly, the estimated cost of vacation pay earned, but not used, by the Club's employees has been recorded.

Liquidity and Availability of Financial Assets

The Organization has \$453,865 of financial assets available within one year of the statement of financial position date to meet cash needs for general operating expenditures, consisting of cash of \$332,944, accounts receivable of \$33,748, and grants receivable of \$87,173.

BOYS & GIRLS CLUBS OF THE GULF COAST, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019 AND 2018

NOTE 2 – GRANT FUNDS RECEIVABLE

Grant funds receivable for the years ended September 30, 2019 and 2018 consists of the following:

2019

Boys & Girls Clubs of America	\$ 1,000
Mississippi Department of Education	12,166
Mississippi State Alliance	74,007
Total grant funds receivable	<u>\$ 87,173</u>

2018

Boys & Girls Clubs of America	\$ 28,007
Community Career Development	113,815
Mississippi Department of Education	8,889
Mississippi State Alliance	73,420
Total grant funds receivable	<u>\$ 224,131</u>

NOTE 3- INVESTEMENTS

Debt and Equity Securities

Investments for the years ended September 30, 2019 and 2018 is summarized as follows:

2019	<u>Fair Value</u>
Mutual funds	\$ 380,149
Debt securities	304,445
Equity securities	803,401
Total debt and equity securities	<u>\$ 1,487,995</u>

2018	<u>Fair Value</u>
Mutual funds	\$ 377,699
Debt securities	378,023
Equity securities	797,295
Total debt and equity securities	<u>\$ 1,553,017</u>

BOYS & GIRLS CLUBS OF THE GULF COAST, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019 AND 2018

NOTE 3- INVESTEMENTS (Continued)

Debt and Equity Securities (Continued)

Accounting principles generally accepted in the United States of America establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to measurements involving significant unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are as follows:

- Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities that the Club has the ability to access at the measurement date.
- Level 2 inputs are inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly.
- Level 3 inputs are unobservable inputs for the asset or liability.

All of the Clubs marketable securities have been valued using Level 1 measurements.

Investment Returns

The following schedule summarizes the investment returns and their classification in the statement of activities for the years then ended September 30, 2019 and 2018:

2019	Without Donor Restriction	With Donor Restriction	Total
Interest income	\$ 12,279	\$ -	\$ 12,279
Dividend income	24,542	-	24,542
Realized gain	10,225	15,585	25,810
Unrealized loss	(64,408)	(14,763)	(79,171)
Total investment return	<u>\$ (17,362)</u>	<u>\$ 822</u>	<u>\$ (16,540)</u>

2018	Without Donor Restriction	With Donor Restriction	Total
Interest income	\$ 9,336	\$ -	\$ 9,336
Dividend income	11,827	-	11,827
Realized gain	15,003	8,745	23,748
Unrealized gain	19,187	7,295	26,482
Total investment return	<u>\$ 55,353</u>	<u>\$ 16,040</u>	<u>\$ 71,393</u>

BOYS & GIRLS CLUBS OF THE GULF COAST, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019 AND 2018

NOTE 3 - INVESTEMENTS (Continued)

Overall Investment Objective

The overall investment objective of the Club is to invest its assets in a prudent manner that will achieve a long-term rate of return sufficient to fund a portion of its annual operating activities and increase investment value after inflation. The Club diversifies its investments among various asset classes incorporating multiple strategies and investment managers.

Note 4 – PROPERTY AND EQUIPMENT

A summary of changes in property and equipment and the related accumulated depreciation is as follows:

2019	Balance			Balance
Asset	9/30/2018	Additions	Retirements	9/30/2019
Land	\$ 18,761	\$ -	\$ -	\$ 18,761
Buildings	12,751,770	-	-	12,751,770
Equipment	198,487	-	(14,020)	184,467
Leasehold improvements	8,330	-	-	8,330
Vehicles	261,563	3,652	-	265,215
Total property and equipment	13,238,911	3,652	(14,020)	13,228,543
Less: accumulated depreciation	(3,109,889)	(329,781)	14,020	(3,425,650)
Net property and equipment	<u>\$10,129,022</u>	<u>\$ (326,129)</u>	<u>\$ -</u>	<u>\$ 9,802,893</u>

2018	Balance			Balance
Asset	9/30/2017	Additions	Retirements	9/30/2018
Land	\$ 18,761	\$ -	\$ -	\$ 18,761
Buildings	12,751,770	-	-	12,751,770
Equipment	400,075	2,655	(204,243)	198,487
Leasehold improvements	8,330	-	-	8,330
Vehicles	261,563	-	-	261,563
Total property and equipment	13,440,499	2,655	(204,243)	13,238,911
Less: accumulated depreciation	(2,978,607)	(335,525)	204,243	(3,109,889)
Net property and equipment	<u>\$10,461,892</u>	<u>\$ (332,870)</u>	<u>\$ -</u>	<u>\$10,129,022</u>

Depreciation expense included in the statement of activities and the statement of functional expenses is \$329,781 and \$335,525 for the years then ended September 30, 2019 and 2018, respectively.

BOYS & GIRLS CLUBS OF THE GULF COAST, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019 AND 2018

NOTE 5 – IN-KIND CONTRIBUTIONS

Donated materials, equipment, and rent are reflected as contributions in the accompanying statements at their estimated values at the date of receipt. In-kind contributions recorded at the years ended September 30, 2019 and 2018 are \$68,400.

NOTE 6- COMPENSATED ABSENCES

Employees of the Club can earn a vested right to compensation for unused vacation and personal absence time. The Club has recorded a liability in the amounts of \$8,581 and \$14,585 for vacation and personal absence compensation that employees have earned but not taken for the years ended September 30, 2019 and 2018, respectively.

NOTE 7 – NET ASSETS

Net Assets Without Donor Restrictions

Net assets without donor restrictions consist of income earned, but not yet expended, on the Memorial Trust Fund with a value of \$35,326 and \$33,698 for the years ended September 30, 2019 and 2018, respectively.

Net Assets With Donor Restrictions

Net assets with donor restrictions are related to the principal balance of funds held in the Memorial Trust Fund, for which the Club is the beneficiary. For the years ended September 30, 2019 and 2018, the Club's donor restricted beneficial interest in the Memorial Trust Fund were \$344,823 and \$344,001, respectively.

Endowment Funds

The Club maintains one endowment fund (see Memorial Trust above) held by the Peoples Bank Asset Management and Trust Services. These funds are held with and without donor restrictions. As required by GAAP, net assets associated with endowment funds are classified and reported based on the existence of donor-imposed restrictions.

Endowment Net Assets and Activity

The Club had the following endowment-related assets for the years ended September 30:

Type	2019	2018
Cash equivalents	\$ 4,407	\$ 2,779
Mutual funds	375,742	374,920
	<u>\$ 380,149</u>	<u>\$ 377,699</u>

BOYS & GIRLS CLUBS OF THE GULF COAST, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019 AND 2018

NOTE 7 - NET ASSETS (Continued)

Endowment Net Assets and Activity (Continued)

Changes in endowment net assets for the year ended September 30, 2019 and 2018 are as follows:

2019	Without Donor Restriction	With Donor Restriction	Total
Endowment net assets, September 30, 2018	\$ 33,698	\$ 344,001	\$ 377,699
Net appreciation (depreciation)	-	822	822
Investment income	1,628	-	1,628
Endowment net assets, September 30, 2019	<u>\$ 35,326</u>	<u>\$ 344,823</u>	<u>\$ 380,149</u>

2018	Without Donor Restriction	With Donor Restriction	Total
Endowment net assets, September 30, 2017	\$ 33,456	\$ 327,961	\$ 361,417
Net appreciation (depreciation)	-	16,040	16,040
Investment income	242	-	242
Endowment net assets, September 30, 2018	<u>\$ 33,698</u>	<u>\$ 344,001</u>	<u>\$ 377,699</u>

Interpretation of Relevant Law

Effective July 1, 2012, the State of Mississippi enacted the *Uniform Prudent Management of Institutional Funds Act* (UPMIFA). The Club interprets the current state law regarding the treatment of endowments as the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Club classifies as net assets with donor restrictions (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the perpetual endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the endowment fund is classified as net assets without donor restrictions that can be appropriated for expenditure by the Club in a manner consistent with the standard of prudence prescribed by UPMIFA. In accordance with UPMIFA, the Club considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the fund
- (2) The purposes of the Club and the donor-restricted endowment fund
- (3) General economic conditions
- (4) The possible effects of inflation and deflation
- (5) The expected total return from income and the appreciation of investments
- (6) Other resources of the Club
- (7) The investment policies of the Club

BOYS & GIRLS CLUBS OF THE GULF COAST, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019 AND 2018

NOTE 7 - NET ASSETS (Continued)

Funds with Deficiencies

From time to time, the fair value of assets associated with endowment funds with donor restrictions may fall below the level that the donor or UPMIFA requires the Club to retain as a fund of perpetual duration. The Club has no funds with deficiencies at September 30, 2019 and 2018.

Investment and Spending Policies

The Club has no formal policy regarding the investing of endowment funds or a policy for making appropriations for expenditures from endowment funds. The Club follows the investment policy described in Note 3, for the investment of endowment funds.

NOTE 8 – EMPLOYEE BENEFIT PLAN

The Club has a defined contribution pension plan, called a money purchase plan that covers all eligible employees meeting specific age (21) and length of service requirements (one year). The Club contributes 5% of an employee's prior year earnings toward each participating employee's pension account annually. Pension cost charged to operations amounted to \$11,792 and \$26,663 for the years then ended September 30, 2019 and 2018, respectively.

NOTE 9– OPERATING LEASES

The Club entered into a forty-year operating lease agreement dated September 1, 2010 to provide program services. The lease is for the period from September 1, 2010 to August 31, 2050, for the property at 310 Old Spanish Trail, Bay St. Louis, Mississippi at the rate of \$1 to be paid annually. In addition, the Club records the in-kind donation value of rent in the amount of \$68,400 for the years then ended September 30, 2019 and 2018. On June 21, 2016, the Club entered into a four-year multiple copier lease agreement. The lease is for the period July 2016 to June 2020 at a minimum rate of \$1,308 per month. Minimum annual rentals for years subsequent to 2019 are as follows:

<u>Year ended September 30,</u>	<u>Amount</u>
2020	<u>\$ 11,772</u>

Rent expense totaled \$90,502 and \$87,650 for the years then ended September 30, 2019 and 2018, respectively are included in the program services and support services on the statement of activities.

BOYS & GIRLS CLUBS OF THE GULF COAST, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019 AND 2018

NOTE 10- FUNDRAISING EVENT DIRECT OPERATING COSTS

The Club holds periodic fundraising events and reports the revenues generated, net of any direct operating costs, in the revenue and other support section of the statement of activities. For the years then ended September 30, 2019 and 2018, details regarding these activities are as follows:

2019	<u>Revenues</u>	<u>Expenses</u>	<u>Net</u>
Steak and Stake	\$ 152,815	\$ 29,156	\$ 123,659
Golf Tournaments	18,795	3,187	15,608
Starlight Gala	112,555	38,373	74,182
Taste of the Future	3,860	899	2,961
Total fundraising events	<u>\$ 288,025</u>	<u>\$ 71,615</u>	<u>\$ 216,410</u>

2018	<u>Revenues</u>	<u>Expenses</u>	<u>Net</u>
Steak and Stake	\$ 136,161	\$ 52,810	\$ 83,351
Golf Tournaments	16,027	4,140	11,887
Starlight Gala	68,844	37,987	30,857
Mardi Gras Mimosa	8,977	8,971	6
Total fundraising events	<u>\$ 230,009</u>	<u>\$ 103,908</u>	<u>\$ 126,101</u>

NOTE 11 – UNRECORDED ASSETS

The Club has access to percentage of funds held by the Gulf Coast Community Foundation (GCCF). The funds were created to benefit specific programs of the Club; however, because GCCF has ultimate variance power, the Club cannot record these assets as its own. At September 30, 2019 and 2018, the principal value of these funds were \$131,677 and \$134,578, and the spendable portion of these funds were \$11,147 and \$5,543, respectively.

NOTE 12 – CONCENTRATIONS

Credit Risk

The Club maintains its cash balances in two financial institutions located in Mississippi. The balances at these financial institutions are insured by the Federal Deposit Insurance Corporation (FDIC). At various times there may be balances in the banks that exceed the FDIC limit. The Club had no uninsured cash balance and \$168,403 uninsured balance for the years ended September 30, 2019 and 2018, respectively.

BOYS & GIRLS CLUBS OF THE GULF COAST, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019 AND 2018

NOTE 12 – CONCENTRATIONS (Continued)

Economic Dependency

The Club received approximately 68% of the Club's total support from federal grants and program service fees for the year ended September 30, 2019. Approximately 33% was from federal grants and 35% was from program service fees. The remaining 32% was from contributions, special events, and other income sources.

NOTE 13 – SUBSEQUENT EVENTS

Management has evaluated subsequent events through May 11, 2020, the date on which the financial statements were available to be issued.

Subsequent to year end, a novel strain of coronavirus (COVID-19) spread across the world and was declared a pandemic by the World Health Organization on March 11, 2020. As a result of the spread of COVID-19, economic uncertainties have arisen. The extent of the impact of COVID-19 on operational and financial performance will depend on the duration and spread of the outbreak. As of the date of this report, the effects are uncertain and cannot be reasonably estimated.

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Terri Goad, Procurement Specialist

Date: August 5, 2020

**Re: Request Permission to Purchase Promotional Items
Fire Department**

The Fire Department is requesting your permission to purchase promotional items for the upcoming activities such as a Freedom Key Chains with logos, CTNG Cooling Towel Neck Gaiter with logos and sublimated face masks (3) layer with patch, which will be distributed during the events. The amount requested is not to exceed \$2,771.50.

Request City Council make a finding that the purchase of such promotional items be spread across the minutes in accordance with the following provision in the MS Code.

Miss. Code Ann. §17-3-3 (Rev. 2003) provides,

“Advertising pursuant to Section 17-3-1 shall include newspaper and magazine advertising and literature, publicity, expositions, public entertainment or other form of advertising or publicity, which in the judgment of such board or boards will be helpful toward advancing the moral, financial and other interests of such municipality or county.”

Thank you for your consideration.



Amy Barrett
228-863-2231
amybarrett.geiger.com

Quote for Gulfport Fire Department

August 2, 2020

Item CTNG Cooling Towel Neck Gaiter

Red with logos

200 @ 3.99 = 798.00

Set up 50.00

shipping estimate 35.00

Total 1082.50

Item 99911 Sublimated face mask 3 layer

Red with patch

200 @ 3.92 = 784.00

Set up 55.00

shipping estimate 35.00

Total 874.00

Total 1956.50

Thank you, Amy









Amy Barrett
228-863-2231
amybarrett.geiger.com

Quote for Gulfport Fire Department
August 2, 2020

Item A7500 Freedom Key Chain Made in USA!
Stainless steel with laser logo

140 @ 5.00 = 700.00

Set up 55.00

Shipping estimate 45.00

Total 800.00

Optional key chain. 100 @ .15 = 15.00

Thank you, Amy





Terri K. Goad

From: Natasha Tate
Sent: Wednesday, August 5, 2020 9:38 AM
To: Terri K. Goad
Subject: Items for Council Agenda 8-18-2020
Attachments: 08052020093220.pdf

Good Morning Terri,

We would like to purchase the attached promotional items for the upcoming activities and events that the GFD will be attending.

Please place on the upcoming Council Agenda for August 18, 2020. The money for this purchase will come from Account 290-627700.

Please let me know if any further information is needed.

Thank you,

Natasha M. Tate

Assistant to the Fire Chief
1515 23rd Avenue, Gulfport, MS 39501
Phone: 228.868.5950 ext: 6671
Fax: 228.868.5989



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

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AN EXPENDITURE FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT THRU FIRE DEPARTMENT RECRUITING AND COMMUNITY OUTREACH EFFORTS, AND FOR RELATED PURPOSES

WHEREAS, the Gulfport Fire Department regularly participates in recruiting and community outreach efforts to assist in both identifying quality candidates to join the Department and promoting a good relationship between the Department and the community that it serves; and

WHEREAS, the City of Gulfport receives advertising thru the recruiting and community outreach efforts of the Department; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising in the event by having an opportunity to promote the City of Gulfport to individuals from around the Gulf South; and it finds that pursuant to the authority of Miss. Code Ann. §17-3-1 (Rev. 2003) and Miss. Code Ann. §17-3-3 (Rev.2003) that an expenditure of \$2,771.50 for the purchase of the items identified in the attached documentation hereto serves the purposes of advertising and bringing into favorable notice the opportunities, possibilities and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

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

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

Section 2. That the City of Gulfport, by and through the Gulfport Fire Department, is hereby authorized to expend municipal funds in the amount of \$2,771.50, payable in payment to the entity/ies listed on the attached requests to purchase.

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

APPROVED:

MAYOR



Memorandum

To: Mayor Billy Hewes, III

From: Chief Leonard Papania

Date: August 12, 2020

Re: Permission to Apply for 2020 JAG Local Solicitation

Gulfport Police Department is eligible to receive \$71,980 through the Department of Justice, Justice Assistance Grant (JAG). No local matching funds are required.



Under this program, Cities of Biloxi and Gulfport have been certified by Mississippi's Attorney General as having a disparate allocation. A disparate allocation occurs when a constituent unit of local government is scheduled to receive one and one half times more than another constituent unit. Jurisdictions certified as disparate must submit a joint application for the aggregate of funds allocated to them, specifying the amount of funds that are to be distributed to each of the units of local government and the purposes for which the funds will be used.

Gulfport Police Department's share **is \$45,697** of the JAG funds.

I appreciate your consideration of this request.

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance



Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year 2020 Local Formula Solicitation

CFDA #16.738

Solicitation Release Date: July 9, 2020

Application Deadline: 11:59 p.m. eastern time on August 19, 2020

The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP), [Bureau of Justice Assistance](#) (BJA) is seeking applications for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the Department's mission by assisting state, local, and tribal law enforcement efforts to prevent or reduce crime and violence.

This solicitation incorporates the [OJP Grant Application Resource Guide](#) by reference. The OJP Grant Application Resource Guide provides guidance to applicants on how to prepare and submit applications for funding to OJP. **If this solicitation expressly modifies any provision in the OJP Grant Application Resource Guide, the applicant is to follow the guidelines in this solicitation as to that provision.**

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the "Limitation on Use of Award Funds for Employee Compensation; Waiver" provision in the "Financial Information" section of the OJP Grant Application Resource Guide.

Eligibility

The following entities are eligible to apply:

- Units of local government

By law, for purposes of the JAG Program, the term "units of local government" includes a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may be a federally recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.

Eligible allocations under JAG are posted annually on the [JAG web page](#). See the allocation determination and Units of Local Government requirements section for more information.

Applicants with eligible allocation amounts of less than \$25,000 will apply to Category 1,

and applicants with eligible allocation amounts of \$25,000 or more will apply to Category 2.

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

Contact Information

For technical assistance with submitting an application, contact the Grants Management System (GMS) Support Hotline at 888-549-9901, option 3, or via email at GMS.HelpDesk@usdoj.gov. The GMS Support Hotline operates 24 hours a day, 7 days a week, including on federal holidays.

An applicant that experiences unforeseen GMS technical issues beyond its control that prevent it from submitting its application by the deadline must email the National Criminal Justice Reference Service (NCJRS) Response Center at grants@ncjrs.gov **within 24 hours after the application deadline** in order to request approval to submit its application after the deadline. For information on reporting technical issues, see “Experiencing Unforeseen GMS Technical Issues” under **How to Apply (GMS)** in the [OJP Grant Application Resource Guide](#).

For assistance with any other requirement of this solicitation, applicants may contact the NCJRS Response Center by telephone at 1-800-851-3420; via TTY at 301-240-6310 (hearing impaired only); by email at grants@ncjrs.gov; by fax to 301-240-5830, or by web chat at <https://webcontact.ncjrs.gov/ncjchat/chat.jsp>. The NCJRS Response Center hours of operation are 10:00 a.m. to 6:00 p.m. eastern time, Monday through Friday, and 10:00 a.m. to 8:00 p.m. eastern time on the solicitation close date. Applicants also may contact the appropriate BJA [State Policy Advisor](#).

Deadline details

Applicants must register in the OJP Grants Management System (GMS) at <https://grants.ojp.usdoj.gov/> prior to submitting an application under this solicitation. All applicants must register, even those that previously registered in GMS. Select the “Apply Online” button associated with the solicitation title. All registrations and applications are due by 11:59 p.m. eastern time August 19, 2020.

For additional information, see the “**How to Apply (GMS)**” section in the [OJP Grant Application Resource Guide](#).

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Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2020 Local Solicitation CFDA #16.738

A. Program Description

Overview

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to states and units of local government. BJA will award JAG Program funds to eligible units of local government as described in this FY 2020 JAG Program Local Solicitation (BJA will issue a separate solicitation for states).

Statutory Authority:

The JAG Program is authorized by Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a).

Program-specific Information

Permissible uses of JAG Funds

In general, JAG funds awarded to a unit of local government under this FY 2020 solicitation may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for **criminal justice**, including any one or more of the following:

- Law enforcement programs
- Prosecution and court programs
- Prevention and education programs
- Corrections and community corrections programs
- Drug treatment and enforcement programs
- Planning, evaluation, and technology improvement programs
- Crime victim and witness programs (other than compensation)
- Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams

Additionally, JAG funds awarded to a unit of local government under this FY 2020 solicitation may be used to enforce state and local laws that establish offenses similar to offenses established in 21 U.S.C. § 801 *et seq.* and/or to improve the functioning of the **criminal justice** system, with emphasis on violent crime and serious offenders, by providing additional personnel, equipment, training, technical assistance, and information systems for the more widespread apprehension, prosecution, adjudication, detention, and rehabilitation of persons who violate these laws and to assist the victims of such crimes (other than compensation). Additional details can be found on the [JAG Resource Page](#).

Note that the statute defines “criminal justice” as “activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend criminals, including juveniles, activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency.”

BJA Areas of Emphasis

BJA recognizes that many state and local criminal justice systems currently face challenging fiscal environments and that an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation among federal, state, and local law enforcement. BJA intends to focus much of its work on addressing violent crime, enforcing firearms laws, officer safety and wellness, safe policing for safe communities, and fentanyl detection. BJA encourages each recipient of a FY 2020 JAG award to join federal law enforcement agencies across the board in addressing these challenges. Additional details on the BJA areas of emphasis can be found on the [JAG Resource Page](#).

Limitations on the Use of JAG Funds

Prohibited uses of funds – JAG funds may not be used (whether directly or indirectly) for any purpose prohibited by federal statute or regulation, including those purposes specifically prohibited by the JAG Program statute as set out in [34 U.S.C. § 10152](#).

JAG funds may not be used (directly or indirectly) for security enhancements or equipment for nongovernmental entities not engaged in criminal justice or public safety. Additionally, JAG funds may not be used (directly or indirectly) to pay for any of the following items unless the BJA Director certifies that extraordinary and exigent circumstances exist making them essential to the maintenance of public safety and good order:

- Vehicles, vessels, or aircraft*
- Luxury items
- Real estate
- Construction projects (other than penal or correctional institutions)
- Any similar matters

*Police cruisers, police boats, and police helicopters are allowable vehicles under JAG and do not require BJA certification.

For a list of prohibited expenditures under JAG and information about requesting BJA certification for a prohibited item (including unmanned aircraft, unmanned aerial vehicles, and/or unmanned aerial systems purchases) or for examples of allowable vehicles that do not require BJA certification, refer to the JAG Prohibited Guidance section of the [JAG Resource Page](#) or the [JAG FAQs](#).

Cap on use of JAG award funds for administrative costs – Up to 10 percent of a JAG award, including up to 10 percent of any earned interest, may be used for costs associated with administering the award, which can include indirect costs.

Prohibition of supplanting; prohibition on use of JAG funds as match – JAG funds may not be used to supplant state or local funds but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available. See the [JAG FAQs](#) for examples of supplanting.

Although supplanting is prohibited, the leveraging of federal funding is encouraged.

Absent specific federal statutory authority to do so, JAG award funds may not be used as a match for other federal awards.

Other restrictions on use of JAG funds that require compliance, certification, and/or prior approval – If a unit of local government chooses to use its FY 2020 JAG funds for particular, defined types of expenditures, it must satisfy certain preconditions. Examples of items that require compliance, certification, and/or prior approval by BJA before purchase include: body-worn cameras, body armor, interoperable communications, DNA testing of evidentiary materials, uploading DNA profiles to a database, and entry of records into state repositories. Additional information, including the process to obtain prior approval and as well as a body armor and/or body-worn camera certification form, can be found on the [JAG Resource Page](#).

Allocation determination and Units of Local Government requirements regarding use of JAG funds

Eligible allocations under JAG are posted annually on the [JAG web page](#). Award allocations are determined by a four-step statutory formula. Additional information can be found on the [JAG Resource Page](#) or the [JAG Technical Report](#).

According to the JAG program statute, a “disparity” may exist between the funding eligibility of a county and its associated municipalities. See 34 U.S.C. § 10156(d)(4). Units of local government identified by BJA as disparate must select a fiscal agent that will submit a joint application for the allocation to include all disparate municipalities. A memorandum of understanding (MOU) that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by the authorized representative for each participating jurisdiction. Once an award is made, the fiscal agent will be responsible for distributing award funds to the other jurisdictions in the disparate group through subawards that include all appropriate award conditions. To verify eligibility on the [JAG web page](#), an applicant should click on its respective state and note the following regarding the state’s allocation table:

- (1) Disparate units of local government are listed in shaded groups, in alphabetic order by county. Units of local government identified as disparate must select one unit of local government to submit an application on behalf of the disparate group.
- (2) Counties that have an asterisk (*) under the “Direct Allocation” column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required MOU; and
- (3) Direct allocations are listed alphabetically below the shaded, disparate groupings.

Please note that disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are

responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

A unit of local government that applies for and receives a FY 2020 JAG award **must note the following:**

- Trust Fund – Units of local government may draw down JAG funds either in advance or on a reimbursement basis. To draw down in advance, a trust fund must be established in which to deposit the funds. The trust fund **must** be in an interest-bearing account, unless one of the exceptions in 2 C.F.R. § 200.305(b)(8) apply. If subrecipients draw down JAG funds in advance, they also must establish a trust fund in which to deposit the funds. For additional information, see [2 C.F.R. § 200.305](#).
- Certifications and Assurances by the Chief Executive of the Applicant Government (which incorporates the 30-day governing body review requirement) – A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., the mayor) properly executes, and the submits, the “Certifications and Assurances by the Chief Executive of the Applicant Government.” The most up-to-date version of this certification can be found at <https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/fy-20-local-jag-ce-certification.pdf>.

Please note that this certification takes the place of the review narrative attachment and contains assurances that the governing body notification and public comment requirements, which are required under the JAG statute (at 34 U.S.C. § 10153(a)(2)), have been satisfied.

OJP will not deny an application for a FY 2020 award for failure to submit these “Certifications and Assurances by the Chief Executive of the Applicant Government” by the application deadline, but a unit of local government will not be able to access award funds (and its award will include a condition that withholds funds) until it submits these certifications and assurances, properly executed by the chief executive of the unit of local government (e.g., the mayor).

- National Incident-Based Reporting System (NIBRS) 3 Percent Set-aside – In preparation for the FBI’s 2021 NIBRS compliance deadline, BJA requires, through the application of a special condition, JAG award recipients not certified by the FBI as NIBRS compliant to dedicate 3 percent of their JAG award toward achieving full compliance with the FBI’s NIBRS data submission requirements under the Uniform Crime Reporting Program. Additional information can be found on the [JAG Resource Page](#).

Required compliance with applicable federal laws

All applicants should understand that OJP awards, including certifications provided in connection with such awards, are subject to review by DOJ, including by OJP and by the DOJ Office of the Inspector General. Applicants also should understand that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in a certification submitted to OJP in support of an application may be the subject of criminal prosecution, and also may result in civil penalties and administrative remedies for false claims or otherwise. Administrative remedies that may be available to OJP with respect to a FY 2020

award include suspension or termination of the award, placement on the DOJ high-risk grantee list, disallowance of costs, and suspension or debarment of the recipient.

Objectives

In general, the FY 2020 JAG Program is designed to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice. Although the JAG Program provides assistance directly to states, through pass-through (and similar) requirements, the JAG Program also is designed to assist units of local government with respect to their criminal justice needs.

As discussed in more detail in the [General Information about Post-federal Award Reporting Requirements](#) discussion, a unit of local government that receives a FY 2020 JAG award will be required to produce various types of reports and to submit data related to performance measurement and accountability.

The objectives are directly related to the JAG Program performance measures described at <https://bjapmt.ojp.gov/help/jagdocs.html> and demonstrate the results of the work completed, as discussed under [What an Application Should Include](#).

Evidence-based Programs or Practices

OJP strongly emphasizes the use of data and evidence in policy making and program development for criminal justice, juvenile justice, and crime victim services. For additional information and resources on evidence-based programs or practices, see the [OJP Grant Application Resource Guide](#).

A useful matrix of evidence-based policing programs and strategies is available through the BJA-supported [Matrix Demonstration Project](#). It offers a number of program models designed to effectively implement promising and evidence-based strategies through the BJA Innovation Suite of programs, including Innovations in Policing, Prosecution, Supervision, Reentry, and others (see <https://www.bja.gov/Programs/CRPPE/innovationssuite.html>). BJA encourages units of local government to use JAG funds to develop and implement these crime innovation strategies, including effective partnerships with universities and research partners and with nontraditional criminal justice partners.

Information Regarding Potential Evaluation of Programs and Activities

Applicants should note OJP may conduct or support an evaluation of the programs and activities funded under the JAG Program. For additional information, see the [OJP Grant Application Resource Guide](#) section, entitled, “Information Regarding Potential Evaluation of Programs and Activities.”

B. Federal Award Information

Maximum number of awards BJA expects to make	1,058
Period of performance start date	October 1, 2019
Period of performance duration	2 or 4 years

Category 1 – Eligible Allocation Amounts of Less than \$25,000 (Competition ID BJA-2020-18275) – Units of local government that are listed on the [JAG web page](#) as eligible for an allocation amount of less than \$25,000 should apply under Category 1. This includes direct and joint

(disparate) allocations. Category 1 awards of less than \$25,000 are 2 years in length, and performance periods will be from October 1, 2019 through September 30, 2021. Extensions of up to two years can be requested for these awards via GMS no fewer than 30 days prior to the grant end date, and will be automatically granted upon request.

Category 2 – Eligible Allocation Amounts \$25,000 or More (Competition ID BJA-2020-18276)

– Units of local government that are listed on the [JAG web page](#) as eligible for an allocation amount of \$25,000 or more should apply under Category 2. This includes direct and joint (disparate) allocations. Category 2 awards of at least \$25,000 are 4 years in length, and performance periods will be from October 1, 2019 through September 30, 2023. Extensions beyond this period may be made on a case- by-case basis at the discretion of BJA and must be requested via GMS no fewer than 30 days prior to the grant end date.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by statute.

Type of Award

BJA expects to make awards under this solicitation as grants. See the “Administrative, National Policy, and Other Legal Requirements” section of the [OJP Grant Application Resource Guide](#) for additional information.

Financial Management and System of Internal Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements¹ as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See [OJP Grant Application Resource Guide](#) for additional information.

Budget Information

Cost Sharing or Match Requirement

The JAG Program does not require a match.

Please see the [OJP Grant Application Resource Guide](#) for information on the following:

[Pre-agreement Costs \(also known as Pre-award Costs\)](#)

[Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs](#)

[Costs Associated with Language Assistance](#) (if applicable)

C. Eligibility Information

For information on eligibility, see the title page.

For information on cost sharing or match requirements, see [Section B. Federal Award Information](#).

¹ The "Part 200 Uniform Requirements" means the DOJ regulation at 2 C.F.R Part 2800, which adopts (with certain modifications) the provisions of 2 C.F.R. Part 200.

D. Application and Submission Information

What an Application Should Include

See the “Application Elements and Formatting Instructions” section of the [OJP Grant Application Resource Guide](#) for information on what happens to an application that does not contain all the specified elements. (This solicitation expressly modifies the “Application Elements and Formatting Instructions” section of the OJP Grant Application Resource Guide by **not** incorporating paragraph two of that section (referring to nonresponsive applications or applications missing critical elements not “[proceeding] to peer review”).)

1. Application for Federal Assistance (Standard Form (SF)-424)

The SF-424 is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the [OJP Grant Application Resource Guide](#) for additional information on completing the SF-424.

Intergovernmental Review:

This solicitation (“funding opportunity”) is subject to [Executive Order 12372](#). An applicant may find the names and addresses of State Single Points of Contact (SPOCs) at the following website: https://www.whitehouse.gov/wp-content/uploads/2020/01/spoc_1_16_2020.pdf. If the applicant’s state appears on the SPOC list, the applicant must contact the State SPOC to find out about, and comply with, the state’s process under E.O. 12372. In completing the SF-424, an applicant whose state appears on the SPOC list is to make the appropriate selection in response to question 19, once the applicant has complied with its State E.O. 12372 process. (An applicant whose state does not appear on the SPOC list should answer question 19 by selecting the response that the: “Program is subject to E.O. 12372, but has not been selected by the State for review.”).

2. Project Identifiers

Applications should identify at least three project identifiers that would be associated with the proposed project activities. The list of identifiers can be found at www.bja.gov/funding/JAGIdentifiers.pdf.

3. Program Narrative

Category 1 – Eligible Allocation Amounts of Less than \$25,000

The program narrative for Category 1 applications should include a description of the project(s), including subawards, if applicable, to be funded with JAG funds over the 2 year grant period.

Category 2 – Eligible Allocation Amounts of \$25,000 or More

The program narrative for Category 2 applications should include:

- (a) Description of the Issue – Identify the unit of local government’s strategy/funding priorities for the FY 2020 JAG funds, the subgrant award process (if applicable, including disparates) and timeline, any progress or challenges, and a description of the programs to be funded over the 2 to 4 year grant period.
- (b) Project Design and Implementation – Describe the unit of local government’s strategic planning process, if any, that guides its priorities and funding strategy. This should include a description of how the local community is engaged in the planning process and the data and analysis utilized to support the plan. It should identify the stakeholders

currently participating in the strategic planning process, the gaps in the needed resources for criminal justice purposes, and how JAG funds will be coordinated with state and related justice funds.

- (c) Capabilities and Competencies – Describe any additional strategic planning/coordination efforts in which the units of local government participate with other criminal justice juvenile justice agencies in the state.
- (d) Plan for Collecting the Data Required for this Solicitation's Performance Measures – OJP will require each successful applicant to submit specific performance data that demonstrate the results of the work carried out under the award. The performance data directly relate to the objectives identified under " Objectives" in [Section A. Program Description](#).

Applicants should visit OJP's performance measurement page at www.ojp.gov/performance for an overview of performance measurement activities at OJP.

The application should demonstrate the applicant's understanding of the performance data reporting requirements for this grant program and detail how the applicant will gather the required data should it receive funding.

Please note that applicants are **not** required to submit performance data with the application. Rather, performance measures information is included as an alert that successful applicants will be required to submit performance data as part of the reporting requirements under an award.

Post award, recipients will be required to submit quarterly performance measures through BJA's PMT, located at <https://bjapmt.ojp.gov>. The application should describe the applicant's plan for collection of all of the performance measurement data listed in the JAG performance measures at <https://bjapmt.ojp.gov/help/jagdocs.html>.

Note on Project Evaluations

An applicant that proposes to use award funds through this solicitation to conduct project evaluations should follow the guidance under Note on Project Evaluations in the [OJP Grant Application Resource Guide](#).

Please see the [OJP Grant Application Resource Guide](#) for information on the following:

4. [Budget Information and Associated Documentation](#)

Please note that the budget narrative should include a full description of all costs, including funds set aside for the NIBRS project(s) and administrative costs (if applicable).

General requirement for federal authorization of any subaward: statutory authorization of subawards under the JAG Program statute.

Generally, a recipient of an OJP award may not make subawards ("subgrants") unless the recipient has specific federal authorization to do so. Unless an applicable statute or DOJ regulation specifically authorizes (or requires) particular subawards, a recipient must have authorization from OJP before it may make a subaward.

However, JAG subawards that are required or specifically authorized by statute ([see 34 U.S.C. § 10152\(a\) and 34 U.S.C. § 10156](#)) do not require prior approval. This includes subawards made by states and unities of local government under the JAG Program. For additional information regarding subawards and authorizations, please refer to the subaward section in the [OJP Grant Application Resource Guide](#).

5. [Indirect Cost Rate Agreement \(if applicable\)](#)

This rule does not eliminate or alter the JAG-specific restriction in federal law that states charges for administrative costs may not exceed 10 percent of the award amount, regardless of the approved indirect cost rate.

6. [Financial Management and System of Internal Controls Questionnaire \(including applicant disclosure of high risk status\)](#)

7. [Disclosure of Lobbying Activities](#)

8. [Applicant Disclosure of Pending Applications](#)

9. [Applicant Disclosure and Justification – DOJ High Risk Grantees² \(if applicable\)](#)

10. [Research and Evaluation Independence and Integrity](#)

11. [Certifications and Assurances by the Chief Executive of the Applicant Government](#)

A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., the mayor) properly executes, and then submits, the “Certifications and Assurances by the Chief Executive of the Applicant Government.” The most up-to-date version of this certification can be found at <https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/fy-20-local-jag-ce-certification.pdf>.

12. Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)

Each applicant must provide responses to the following questions as an attachment to the application:

- (1) Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with DHS or ICE?
- (2) Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1?
- (3) If yes to either:
 - Please provide a copy of each law or policy.
 - Please describe each practice.
 - Please explain how the law, policy, or practice complies with 8 U.S.C. § 1373.

Note: Responses to these questions must be provided by the applicant as part of the application. Further, the requirement to provide this information applies to all tiers of funding

² A “DOJ High Risk Grantee” is a recipient that has received a DOJ High Risk designation based on a documented history of unsatisfactory performance, financial instability, management system or other internal control deficiencies, or noncompliance with award terms and conditions on prior awards, or that is otherwise not responsible.

and for all subawards made to state or local government entities, including public institutions of higher education. All subrecipient responses must be collected and maintained by the direct recipient of funding and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

OJP will not deny an application for a FY 2020 award for failure to submit these required responses by the application deadline, but a recipient will not receive award funds (and its award will include a condition that withholds funds) until it submits these responses.

How to Apply

An applicant must submit its application through the [Grants Management System \(GMS\)](#), which provides support for the application, award, and management of awards at OJP. Find information, registration and submission steps on how to apply in GMS in response to this solicitation in the [OJP Grant Application Resource Guide](#).

E. Application Review Information

Review Process

BJA reviews the application to make sure that the information presented is reasonable, understandable, measurable, achievable, and consistent with the solicitation. See the [OJP Grant Application Resource Guide](#) for information on the application.

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to the degree of risk posed by the applicant. Among other things to help assess whether an applicant that has one or more prior federal awards has a satisfactory record with respect to performance, integrity, and business ethics, OJP checks whether the applicant is listed in SAM as excluded from receiving a federal award.

In addition, if OJP anticipates that an award will exceed \$250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the nonpublic segment of the integrity and performance system accessible through SAM (currently, the Federal Awardee Performance and Integrity Information System, FAPIIS).

Important note on FAPIIS: An applicant, at its option, may review and comment on any information about itself that currently appears in FAPIIS and was entered by a federal awarding agency. OJP will consider any such comments by the applicant, in addition to the other information in FAPIIS, in its assessment of the risk posed by the applicant.

Absent explicit statutory authorization or written delegation of authority to the contrary, the Assistant Attorney General will make all final award decisions.

F. Federal Award Administration Information

Please see the [OJP Grant Application Resource Guide](#) for information on the following:

[Federal Award Notices](#)

[Administrative, National Policy, and Other Legal Requirements](#)

OJP strongly encourages prospective applicants to review information on post-award legal requirements and common OJP award conditions **prior** to submitting an application. For additional information on these legal requirements, see the “Administrative, National Policy, and Other Legal Requirements” section in [OJP Grant Application Resource Guide](#).

Information Technology (IT) Security Clauses

General Information about Post-Federal Award Reporting Requirements

In addition to addressing the objectives described in [Section A. Program Description](#), any recipient of an award under this solicitation will be required to submit the following reports and data:

Category 1 – Eligible Allocation Amounts of Less than \$25,000

Recipients must submit:

- Quarterly financial status reports (and one final financial report after all funds have been obligated and expended) through OJP’s Grants Management System (GMS)
- Quarterly performance measures report and final performance measures report through BJA’s [Performance Measurement Tool \(PMT\)](#). Please note that as soon as all project activity has concluded, that report may be marked final
- An annual progress report and final progress report through OJP’s GMS. If all project activity has concluded at the time the first annual progress report is submitted, that report may be marked final
- If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions should also be submitted

Category 2 – Eligible Allocation Amounts of \$25,000 or More

Recipients must submit:

- Quarterly financial status reports (and one final financial report after all funds have been obligated and expended) through OJP’s Grants Management System (GMS)
- Quarterly performance measures reports and a final performance measures report (at any time once all project activity has concluded) through BJA’s Performance Measurement Tool (PMT)
- Semi-annual progress reports and a final progress report (at any time once all project activity has concluded) through OJP’s GMS
- If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions

Future awards and/or fund draw-downs may be withheld if a recipient of an OJP award fails to report the required reports in a timely manner.

See the [OJP Grant Application Resource Guide](#) for additional information on specific post-award reporting requirements, including performance measurement data.

Performance measurement data must be submitted through BJA's [Performance Measurement Tool \(PMT\)](#). The performance measures are available at: <https://bjapmt.ojp.gov/help/jagdocs.html>. (Note that if a unit of local government provides funding to a law enforcement agency, the unit of local government must submit quarterly performance measurement data on training that officers have received on use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.)

G. Federal Awarding Agency Contact(s)

For OJP contact(s), see page 2 of this solicitation.

For contact information for GMS, see page 2.

H. Other Information

Please see the [OJP Grant Application Resource Guide](#) for information on the following:

[Freedom of Information and Privacy Act \(5 U.S.C. 552 and 5 U.S.C. 552a\)](#)

[Provide Feedback to OJP](#)

Certain Relevant Federal Laws, as in Effect on February 26, 2020

See the [JAG Resource Page](#) for more information.

Application Checklist

Edward Byrne Memorial Justice Assistance Grant (JAG) Program: FY 2020 Local Solicitation

This application checklist has been created as an aid in developing an application.

What an Applicant Should Do:

Prior to Registering in GMS:

- ☐ Acquire a DUNS Number (see [OJP Grant Application Resource Guide](#))
- ☐ Acquire or renew registration with SAM (see [OJP Grant Application Resource Guide](#))

To Register with GMS:

- ☐ For new users, acquire a GMS username and password* (see [OJP Grant Application Resource Guide](#))
- ☐ For existing users, check GMS username and password* to ensure account access (see [OJP Grant Application Resource Guide](#))
- ☐ Verify SAM registration in GMS (see [OJP Grant Application Resource Guide](#))
- ☐ Search for and select correct funding opportunity in GMS (see [OJP Grant Application Resource Guide](#))
- ☐ Register by selecting the “Apply Online” button associated with the funding opportunity title (see [OJP Grant Application Resource Guide](#))
- ☐ Read OJP policy and guidance on conference approval, planning, and reporting available at ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm (see [OJP Grant Application Resource Guide](#))

If experiencing technical difficulties in GMS, contact the NCJRS Response Center (see page 2)

*Password Reset Notice – GMS users are reminded that while password reset capabilities exist, this function is only associated with points of contact designated within GMS at the time the account was established. Neither OJP nor the GMS Help Desk will initiate a password reset unless requested by the authorized official or a designated point of contact associated with an award or application.

Overview of Post-Award Legal Requirements:

- ☐ Review the “the [Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2020 Awards](#)” in the [OJP Funding Resource Center](#).

Scope Requirement:

- ☐ The federal amount requested is within the allowable limit(s) of the FY 2020 JAG Allocations List as listed on BJA’s [JAG web page](#).

Eligibility Requirement:

Only units of local government may apply under this solicitation. By law, for purposes of the JAG Program, the term “units of local government” includes a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may be a federally recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.

What an Application Should Include:

- ☐ Application for Federal Assistance (SF-424) (see [OJP Grant Application Resource Guide](#))
- ☐ Intergovernmental Review (see page 10)
- ☐ Program Narrative (see page 10)
- ☐ Budget Detail Worksheet (including Budget Narrative) (see page 11)
- ☐ Indirect Cost Rate Agreement (if applicable) (see [OJP Grant Application Resource Guide](#))
- ☐ Financial Management and System of Internal Controls Questionnaire (see [OJP Grant Application Resource Guide](#))
- ☐ Disclosure of Lobbying Activities ([SF-LLL](#)) (see [OJP Grant Application Resource Guide](#))
- ☐ Applicant Disclosure of Pending Applications (see [OJP Grant Application Resource Guide](#))
- ☐ Applicant Disclosure and Justification – DOJ High Risk Grantees (see [OJP Grant Application Resource Guide](#)) (if applicable)
- ☐ Research and Evaluation Independence and Integrity (if applicable) (see [OJP Grant Application Resource Guide](#))
- ☐ Certifications and Assurances by Chief Executive (see page 12)
- ☐ Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE) (see page 12)

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

**A RESOLUTION OF THE GULFPORT CITY COUNCIL RECONFIRMING
AND EXTENDING THE STATUS OF A STATE OF EMERGENCY DUE
TO THE IMPACTS OF TROPICAL STORM CRISTOBAL ON THE CITY OF
GULFPORT, AND FOR RELATED PURPOSES**

WHEREAS, by virtue of a Proclamation executed on Saturday, June 6, 2020, the Mayor proclaimed a “local emergency” pursuant to *Miss. Code Ann.* § 33-15-17(d) and a “civil emergency” pursuant to *Miss. Code Ann.* § 45-17-3, et seq., due to an imminent threat of a "natural disaster" resulting from Tropical Storm Cristobal and related conditions (tropical rain, wind, storm surge, lightening, hail, flooding, etc.) projected to commence in the area on or about June 7-8, 2020; and

WHEREAS, the Gulfport City Council, on June 16, 2020, July 7, 2020, and August 4, 2020, acted to confirm and extend the aforementioned State of Emergency; and

WHEREAS, further, due to said local/civil emergency, and the need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County, the Mayor invoked the powers of “emergency management” and invoked special emergency authority, including, but not limited to Sections 45-17-1, et seq., Sections 33-15-1, et seq., and Sections 21-35-19, et seq., *Mississippi Code of 1972, Annotated*, and any amendments thereto; and invoked emergency measures according to authority of Sec. 1-70 and Sec. 7-19, *Code of Ordinances of the City of Gulfport, Mississippi*; and

WHEREAS, the Governing Authority having reviewed the existing needs, including those stated above, for continuing a state of emergency, finds that the need for continuing local

emergency management and associated relief from Federal and State governments to prepare for and respond to the impact and effects of Tropical Storm Cristobal, and shall continue until the governing body terminates the local emergency once conditions warrant.

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

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

SECTION 2. That the City Council recognizes that there is a continuing need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County and a continuing need to prepare for and respond to the impact and effects of Tropical Storm Cristobal.

SECTION 3. That a state of civil emergency continues within the City of Gulfport, and Mayor Billy Hewes is authorized to continue to invoke emergency management authority, including coordination of assistance and relief with state and federal authorities and private corporations and the use of municipal personnel and equipment as deemed necessary and proper as a result of said emergency until the earliest time as conditions warrant the termination of the state of local emergency by the Governing Authority.

SECTION 5. This Order shall not limit the authority hereby confirmed of the Mayor and City Council to make such orders or take such actions as is vested in them as the chief executive/administrative officer, and as the governing authority, respectively, of the City of Gulfport by the Laws of the State of Mississippi and the Ordinances of the City of Gulfport.

SECTION 6. This Resolution shall be in full force and effect on and after passage, and shall remain in full force and effect until the Governing Authority terminates the local emergency in the City of Gulfport, or until otherwise terminated according to law.

SECTION 7. The Clerk of the Council is instructed to publish this Resolution and make it available for public notice and after its adoption, this Resolution shall be spread upon the minutes of the Governing Authority.

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

MAYOR

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 Order:

AN ORDER BY THE GULFPORT CITY COUNCIL, PURSUANT TO MISS. CODE ANN. §17-21-5(2), (REV. 2003, AS AMENDED), AUTHORIZING AN EXEMPTION FROM MUNICIPAL AD VALOREM TAXES, EXCLUDING SCHOOL DISTRICT TAXES, BASED ON THE INCREASE IN ASSESSED VALUE FOR QUALIFYING CAPITAL IMPROVEMENT INVESTMENTS IN QUALIFYING STRUCTURES IN THE DESIGNATED REDEVELOPMENT DISTRICT, SOUTH OF THE CSX RAILROAD TRACKS EXTENDING FROM THE WESTERN CITY BOUNDARY TO THE EASTERN CITY BOUNDARY OF THE NEWLY CONSTRUCTED STRUCTURE LOCATED AT 716 SECOND STREET, GULFPORT, MISSISSIPPI, IN THE FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, AND IDENTIFIED AS PARCEL NUMBER 0911E-01-016.000

WHEREAS, Miss. Code Ann. §17-21-5(2) (Rev. 2003, as amended) provides authority for the Mayor and City Council “in their discretion [to] exempt from any or all municipal ad valorem taxes, excluding ad valorem taxes for school district purposes, for a period of not more than seven (7) years, any privately owned new structures and any new renovations to structures lying within a designated business improvement district, urban renewal district or redevelopment district, as determined by the municipality, but only in the event such structure shall have been constructed, renovated or improved pursuant to the requirements of an approved project of the municipality for the development of the business improvement district, urban renewal district or redevelopment district. The tax exemption authorized herein may be granted only after written application has been made to the governing authorities of the municipality by any person, firm or corporation claiming the exemption, and an order passed by the governing authorities of such municipality finding that the construction, renovation or improvement of said property is for the promotion of business, commerce or industry in the designated business improvement district, urban renewal district or redevelopment district”; and

WHEREAS, on December 2, 2014, pursuant to this authority, and for the purposes of promoting restoration, revitalization, and preservation in the southern most portion of the City, ravaged by Hurricane Katrina, the Governing Authority of the City of Gulfport adopted Ordinance No. 2805 establishing a “Tax Incentive Program for Redevelopment District to Promote Commercial and Residential Redevelopment and Revitalization” (herein after “Program”), which provided for the application and approval of ad valorem tax exemptions on the increase in assessed value related to building improvements, excluding taxes for school district purposes for a designated historic district that includes the area south of the CSX railroad tracks extending from the western city boundary to the eastern city boundary in the City of Gulfport; and

WHEREAS, for purposes of the Program, the District Boundaries were identified, and previously approved by the Governing Authority as follows:

“Properties south of the CSX railroad track, from the Western City Boundary to the Eastern City Boundary, in Gulfport, Mississippi. The District shall exclude the Downtown District and the property identified as Centennial Plaza.”;

and

WHEREAS, Dwane A. Black and Julie M. Black, owners of the property located at 716 Second Street, Gulfport, Mississippi, in the First Judicial District of Harrison County, and identified as Parcel Number 0911E-01-016.000, have completed the construction of a new residence by and through Art Haus, Inc., and have requested, through written application, abatement of the Municipal ad valorem taxes for the increase in assessed value caused by renovation and improvements to the building, which application and supporting documentation is attached hereto collectively as **Exhibit “A”**; and

WHEREAS, Article III, Section 3.3 of Ordinance No. 2805 establishes the procedure for calculating the increase in assessed value qualifying for tax exemption as the “assessed value of

the improvements (if any) on the parcel for the year prior to the renovation, restoration, or new construction being completed and assessed, and subtracting that from the assessed value of the improvements completed and assessed on the parcel for the then current year (after completion and re-assessment) and the tax rate applicable to the land, and the assessed value of the land for any individual year shall not be affected by the exemption of the increased value of improvements”; and

WHEREAS, the Economic Development Department has recommended full abatement of taxes on the assessed value of the improvements to the building/structure for the maximum statutory allowable period of seven years, which improved value shall be determined by the Office of the Harrison County Tax Assessor, and subsequently presented to the Governing Authority by the Economic Development Department; and

WHEREAS, Miss. Code Ann. §17-21-7 (Rev. 2003, as amended) gives the Board of Supervisors of Harrison County the same authority to exempt ad valorem taxes upon receipt of the exemption Order by the municipality under Miss. Code Ann. §17-21-5(2) (Rev. 2003, as amended) and the Harrison County Board of Supervisors shall be requested to grant the same exemptions.

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

SECTION 1. That the matters, facts and things recited in the above and foregoing Preamble to this Order be, and they are hereby adopted as the official findings of the Governing Authority of the City of Gulfport.

SECTION 2. That, pursuant to Miss. Code Ann. §17-21-5(2) (Rev. 2003, as amended), the Governing Authority hereby finds that the “construction, renovation, or improvements” to the structure at 716 Second Street, Gulfport, Mississippi, in the First Judicial District of Harrison

County, and which property is identified as Parcel Number 0911E-01-016.000, were done for the “promotion of business, commerce or industry in the designated. . . redevelopment district.”

SECTION 3. That the Owners of the above referenced property, Dwane and Julie Black, have presented proof of ownership and eligibility to the City of Gulfport, and have submitted an application, attached hereto as **Exhibit “A”**, requesting municipal tax abatement on the increase of the assessed value of the structure, including supporting documentation to show construction work performed on the structure in the amount of Four Hundred Thirty Two Thousand Two Hundred Seventy Four and 72/100 Dollars (\$432,274.72) for the new residence and have requested abatement of the Municipal ad valorem taxes for the increase in the assessed value of the property.

SECTION 4. That the increase in assessed value of the property, once determined by Harrison County Tax Assessor shall be presented to the Governing Authority by the Economic Development Department, and after recordation in the Official Minutes, the Municipal ad valorem taxes assessed for the increase in value should be and hereby is approved for abatement for a period of seven (7) consecutive years, contingent on final approval from the Harrison County Tax Assessor.

SECTION 5. That a copy of this Order, including the Owner’s application, should be transmitted to the Harrison County Tax Assessor for final approval.

SECTION 6. This Order shall be published according to law, and in the best interest of revitalization and restoration of the City of Gulfport, it shall take effect immediately upon passage, except that if it passes by less than seven (7) unanimous votes of the City Council, then it shall take effect thirty (30) calendar days after passage.

THE ABOVE AND FOREGOING ORDER, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT/ABSTAIN

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

APPROVED:

MAYOR



**ECONOMIC
DEVELOPMENT**

August 13th, 2019

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

City of Gulfport Administration and City Council
City Hall
2309 15th St.
Gulfport, MS 39501

City Hall
2309 15th St.
Gulfport, MS 39501

RE: Tax Abatement qualification for Duane A. Black and Julie M. Black

Dear Administration and City Council:

On behalf of the Economic Development Department, I want to verify that Duane A. Black and Julie M. Black have met all qualifications and processes for the Hwy. 90 Tax Abatement at their new home at 716 2nd Street, Gulfport, MS and recommend full abatement of taxes on the assessed value of the improvements to the building/structure for the maximum statutory allowable period of seven years. All necessary fees and applications are received and attached.

Sincerely,

A handwritten signature in black ink, appearing to read "David L. Parker", is written over a horizontal line.

David L. Parker, CEcD
Economic Development Director

**APPLICATION FOR ABATEMENT OF MUNICIPAL AD VALOREM TAXES
UNDER ORDINANCE NO. 2805**

Property Owner/Applicant Information

Name/s (as found on vesting deed): Dwane A & Julie M. Black

Mailing Address: 716 2nd St. Gulfport, MS 39501

Telephone Number: (228) 209-2110

E-mail Address: blackjulie3@gmail.com.

Name, mailing address, phone number and e-mail address for the primary contact for this application (if different from above): Dwane A Black, 716 2nd St. Gulfport, MS 39501
ablack1462@gmail.com

Property and Project Information

Street Address: 716 2nd St.

Tax Parcel Number: 0911E-01-016.000

Is this a renovation project? (Yes or No): _____

Is this a new construction project (Yes or No): _____

Amount expended on renovation or new construction: \$ 432,274.72

Date of Certificate of Occupancy (as issued by the City): 7/19/2019

Please attach the following documents:

1. If Owner/Applicant is a corporate entity, a resolution from that corporate entity authorizing the application and identifying the Owner/Applicant's representative for purposes of the application.
2. A copy of the deed conveying the property to the property owner/applicant.
3. Information documenting the most recent property assessment (may be obtained from the Harrison County Tax Assessor's office or via the county's website).
4. Documentation of construction cost (copy of construction contract, project financial summary with payment documentation, or similar documentation which satisfies the City as to the construction cost). Construction costs shall not include the purchase of the property or any costs associated with the sale or purchase of the property.
5. Copy of Certificate of Occupancy issued by the City of Gulfport.
6. Check for \$250.00, payable to the City of Gulfport (Application Fee).

By executing this application, the undersigned acknowledges that the above information and information or documentation submitted with this Application for Abatement of Municipal Ad Valorem Taxes under Ordinance No. 2805 is true, correct and complete, to the best of my knowledge. The undersigned further acknowledges that the Applicant has read and understands the Ordinance 2805 (as amended) and the General Information concerning the municipal ad valorem tax abatement available under Ordinance 2805.

Dwaine A. Black
Applicant/Applicant's representative

8/13/19
Date

Julie M. Black
Applicant/Applicant's representative

8/13/19
Date

Applicant/Applicant's representative

Date

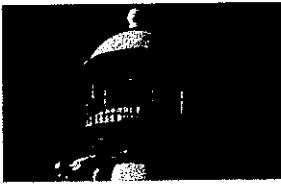
Applicant/Applicant's representative

Date

Applicant/Applicant's representative

Date

Currently it's 74.8°F and winds are from the NNE @ 2.0 mph



Tax Assessor

Contact Us

Appeals

Calendar

County Tax Rolls

Downloads

Homestead

Links

Millage Rates

Mobile Home

Online Mapping

Personal Property

Values and Taxes

[HOME](#) > [ELECTED](#) > [TAXASSESSOR](#) > [LANDROLL](#) > [TAXROLLS](#)**Property Information Search Results**

Use the print link below this record to print a borderless copy of this record

2019 Proposed Landroll Information**BLACK DWANE A & JULIE**
15320 SWAN COURT GULFPORT, MS 39503**Physical Street Address:**
716 2ND ST

Parcel #:	PPIN	Tax District	Homestead Exp.	Judicial Dist.
0911E-01-016.000	32118	2G		1

Supervisor District:
2**Subdivision:**
MISSISSIPPI CITY CO SURVEY**Exemption Code**
Non-Exempt

Section	Township	Range
02	08	11

Search Harrison County Online!

Search

Instrument Number(s)

2015-0009129-D-J1, 2013-0006923-D-J1, 2011-0002570-D-J1, 2011-0000460-D-J1, 2011-0000022-D-J1, 2010-0006720-D-J1, 2006-0004649-D-J1, 0410/81

**County Address and
Phone Directory**Harrison County Judicial 1
1801 23rd Ave
Gulfport, MS 39501Harrison County Judicial 2
730 Dr. Martin Luther King, Jr. Blvd
Biloxi, MS 39530

Acres	Land Value	Improvements	Total Value	Assessed Value
0	57960	0	57960	8694

Legal Description

CAUSE 2401-97-0016 LOT 104 FT ON 2ND ST S BY 2ND ST E BY WALKER N BY L&NRR W BY GRASSLAWN PART OF LOT 9 MISS CITY CO SUR SEC 2-8-11

There are 0 building description records attached to this parcel.

Please be advised that map data and imagery provided is data from 2014 and NOT year specific..

[Click Here To View Map Data of This Parcel](#)[Click Here To Print This Page](#) | [Previous Page](#)

Follow us On

Currently, there are 51 people online
Harrison County Board of Supervisors
© 2002 - 2019Judicial District 1 - 1801 23rd Ave Gulfport, MS 39501
Judicial District 2 - 730 Dr. Martin Luther King, Jr. Blvd Biloxi, MS 39530



John 1st Judicial District
Instrument 2015 9129 D - J1
Filed/Recorded 12/15/2015 03:55 P
Total Fees \$ 12.00
2 Pages Recorded

Prepared by:
Donald R. Jones, #3197
Attorney at Law
P. O. Box 7555
Gulfport, MS 39506
(228) 864-8965
File #155162

Return to:
Donald R. Jones
Attorney at Law
P. O. Box 7555
Gulfport, MS 39506
(228) 864-8965

Index to Part of Lot 9 Mississippi City Co. Survey

STATE OF MISSISSIPPI

COUNTY OF HARRISON

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, ROBERT ADDISON RIEMANN, 5 Creole Circle, Gulfport, MS 39507, 228-297-5067, does hereby sell, convey and warrant unto DWANE A. BLACK and wife, JULIE BLACK, 15320 Swan Court, Gulfport, MS 39503, 228-284-1993, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property being located in the First Judicial District of Harrison County, Mississippi, being more particularly described as follows, to-wit:

That certain lot of land described as beginning on the North margin of Second Street in the City of Gulfport at a point which is 191.3 feet, more or less, West of the East line of Lot 9 of Mississippi City Company Survey; and from said Point of Beginning running thence North parallel with the East line of said Lot 9 of said Mississippi City Company Survey, to the South margin of the I. & N. Railroad right-of-way; thence

9 of the Mississippi City Company Survey in Section 2, Township 8 South, Range 11 West, in the City of Gulfport, County and State aforesaid.

THE ABOVE described parcel is not now nor has it ever been a part of the homestead of the Grantor herein.

THIS CONVEYANCE is subject to any and all recorded restrictive covenants, rights-of-way and easements applicable to subject property, and subject to any and all prior recorded reservations, conveyances and leases of oil, gas and minerals by previous owners.

TAXES for the current year have been pro-rated as of this date and are hereby assumed by the Grantees herein.

WITNESS MY SIGNATURE, on this the 15th day of December, 2015.



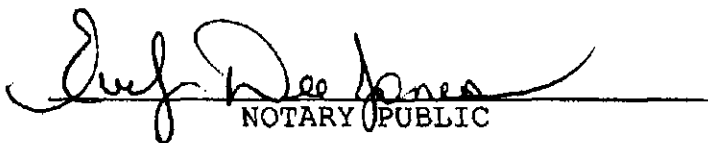
ROBERT ADDISON RIEMANN

STATE OF MISSISSIPPI

COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, ROBERT ADDISON RIEMANN, who acknowledged that the above and foregoing instrument was signed and delivered as the free and voluntary act and deed of the Grantor on the day and in the year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 15th day of December, 2015.



NOTARY PUBLIC

My Commission Expires:

Certificate of Occupancy
Department of Urban Development
BUILDING CODE SERVICES
1410 24th Avenue
William H. Hardy Building
Gulfport, MS 39501
X Permanent Temporary

This Certificate issued pursuant to the requirements of the International Residential Code 2012 Edition certifying that at the time of issuance this structure was in compliance with the various ordinances of the Jurisdiction regulating building construction or use. For the following:

Use Classification SF DWELLING

Occupancy Classification RESIDENTIAL

Building Permit Number 201801061

Group R3 Type Construction VB

Fire District ☐ Yes ☒ No

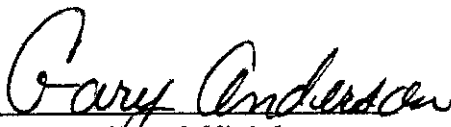
Owner of Bldg. ALLEN AND JULIE BLACK

Owner's Mailing Address 14 54TH STREET

Owner's City, State, Zip GULFPORT, MS 39507

Building Address 716 2ND STREET

Date: 07/19/2019


Building Official
(BC)

Black Residence - Construction Cost Estimate

SQUARE FOOTAGES						
First Floor: Hardwood/Coated						2,228 sf
Second Floor: Hardwood/Coated						750 sf
Garage						685 sf
Covered Porches						502 sf
Total Under Beam						4,165 sf
DESCRIPTION	BUDGET	PAID INVOICES	UNPAID INVOICES	ESTIMATED ADDNL COST	TOTAL PROJECTED ACTUAL COST	OVER (UNDER) BUDGET
LEGAL						
Elevation Certificate Surveys	900.00			-	-	(900)
Permits	0.00			-	-	-
Fortified Home Program Fees	0.00			-	-	-
LOT PREPARATION						
Electrical Service Pole	540.00			-	-	(540)
Dumpster Rental	3,600.00			-	-	(3,600)
Toilet Rental	1,140.00			-	-	(1,140)
Power Service Deposit	0.00			-	-	-
Water & Sewer Service Fees	0.00			-	-	-
FOUNDATION						
Site Preparation--degrassing, silt fencing, permit box	950.00			-	-	(950)
Footings & Foundation--(MATERIAL)--wire, rebar, poly, 2x framing	3,174.00			-	-	(3,174)
Footings & Foundation--(LABOR)--wire, rebar, poly, digging	9,900.00			-	-	(9,900)
Foundation Block--(MATERIAL)	2,940.00			-	-	(2,940)
Foundation Block--(LABOR)	6,432.00			-	-	(6,432)
Foundation Mortar & Mason Sand	1,620.00			-	-	(1,620)
Plumbing ROUGH IN--(MATERIAL/LABOR)	2,890.00			-	-	(2,890)
Structural Fill Dirt	3,200.00			-	-	(3,200)
Termite Treatment	1,980.00			-	-	(1,980)
Concrete--(MATERIAL)--footings, grade beams, cmu fill, slab	14,030.00			-	-	(14,030)
Concrete Slab Finishing--(LABOR)	2,645.00			-	-	(2,645)
Foundation Concrete Pump Rentals--footings, foundation walls, slab	1,650.00			-	-	(1,650)
Steel Pipe Columns--(MATERIAL)	0.00			-	-	-
Slab Grade Around Foundation	850.00			-	-	(850)
BLACK-IN						
Lumber Framing--(MATERIAL)--studs, joists, decking, rafters, etc.	36,832.00			-	-	(36,832)
Lumber Framing--(LABOR)	27,050.00			-	-	(27,050)
Columns--(MATERIAL)	5,500.00			-	-	(5,500)
Exterior Doors/Windows Allowance	18,810.00			-	-	(18,810)
Garage Door Allowance	3,200.00			-	-	(3,200)
Interior Door Allowance	7,314.00			-	-	(7,314)
Exterior Siding/Trim/Ceilings--(MATERIAL)	6,020.00			-	-	(6,020)
Exterior Siding/Trim/Ceilings--(LABOR)	5,400.00			-	-	(5,400)
Exterior Handrail--(MATERIAL)	0.00			-	-	-
Exterior Handrail--(LABOR)	0.00			-	-	-
Roofing--(MATERIAL)	7,332.00			-	-	(7,332)
Roofing--(LABOR)	7,450.00			-	-	(7,450)
Decking Allowance--(MATERIAL)	0.00			-	-	-
Decking Allowance--(LABOR)	0.00			-	-	-
Insulation Allowance--(MATERIAL/LABOR)--walls & attic	6,500.00			-	-	(6,500)
Sheetrock--(MATERIAL)	5,280.00			-	-	(5,280)
Sheetrock--(LABOR)--hanging, finishing	8,510.00			-	-	(8,510)
Stucco--(MATERIAL/LABOR)	0.00			-	-	-
Exterior Louver Panels--(MATERIAL/LABOR)--front porch	0.00			-	-	-

Site Clean Up	350.00				-			(350)
Plumbing STACK OUT--(MATERIAL/LABOR)	5,790.00				-			(5,790)
Plumb. Fixture Allowance--toilets, tubs, sinks, faucets, showers, w/h	7,000.00				-			(7,000)
HVAC ROUGH IN--(MATERIAL/LABOR)	4,550.00				-			(4,550)
Electrical Wiring ROUGH IN--(MATERIAL/LABOR)--can lights, switches, outlets,	6,500.00				-			(6,500)
Electrical Light Fixture Allowance--(EXTERIOR/INTERIOR)--pendants, sconces,	2,500.00				-			(2,500)
Security & Audio/Visual ROUGH IN--(MATERIAL/LABOR)	2,500.00				-			(2,500)
Exterior Brick--(MATERIAL)--queen size brick, mortar	6,755.00				-			(6,755)
Exterior Brick--(LABOR)	9,900.00				-			(9,900)
Site Drainage & Grading Work	800.00				-			(800)
TRIM OUT & FINISHING								
Site Clean Up	350.00				-			(350)
Interior Trim Allowance--(MATERIAL)	7,500.00				-			(7,500)
Interior Trim--(LABOR)	6,000.00				-			(6,000)
Closet Millwork Allowance--(MATERIAL/LABOR)	2,500.00				-			(2,500)
Cabinet Allowance (MATERIAL/LABOR)	20,000.00				-			(20,000)
Interior Wood Flooring Allowance (MATERIAL/LABOR)	9,200.00				-			(9,200)
Interior Tile Flooring Allowance (MATERIAL/LABOR)	1,000.00				-			(1,000)
Interior Wall Tile Allowance--(MATERIAL/LABOR)	4,200.00				-			(4,200)
Interior Carpet Allowance--(MATERIAL/LABOR)	3,350.00				-			(3,350)
Painting--(MATERIAL/LABOR)--exterior and interior	34,000.00				-			(34,000)
Plumbing TRIM OUT--(MATERIAL/LABOR)	2,550.00				-			(2,550)
HVAC TRIM OUT--(MATERIAL/LABOR)	6,820.00				-			(6,820)
Electrical Wiring TRIM OUT--(MATERIAL/LABOR)--can lights, switches, outlets,	6,500.00				-			(6,500)
Appliance Allowance	0.00				-			-
Mirror Allowance	0.00				-			-
Countertop Allowance	8,800.00				-			(8,800)
Exterior & Interior Door Hardware Allowance	2,500.00				-			(2,500)
Fireplace Allowance	3,800.00				-			(3,800)
Shower Door Allowance	2,200.00				-			(2,200)
Staircase & Railing Allowance	3,250.00				-			(3,250)
Cabinet Hardware Allowance--(MATERIAL/LABOR)	1,500.00				-			(1,500)
Final Cleaning	950.00				-			(950)
Final Site Grading (MATERIAL/LABOR)	500.00				-			(500)
Septic Tank Allowance--(MATERIAL/LABOR)	0.00				-			-
Site Paving Allowance	4,800.00				-			(4,800)
Landscaping Allowance	0.00				-			-
Carport Allowance	0.00				-			-
SUB-TOTAL								
	\$382,544.00				-			(382,544)
DESIGN FEE (4%)	\$15,301.76			2,500		12,801.76		(15,302)
BUILDER FEE / INSURANCE / OVERHEAD (9%)	\$34,428.96			0				(34,429)
TOTAL	\$432,274.72	\$	2,500.00	\$	12,801.76	\$	-	\$ (432,274.72)



**DEPARTMENT OF
PUBLIC WORKS**

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

Budget Amendment

To: Jerry Bellocq, CPA, Comptroller
Travis Hart, CPA, Finance

CC: Mayor Billy Hewes
Dr. John Kelly, CAO
Kris Riemann, P.E., Director of Engineering

From: Wayne Miller, P.E., Director of Public Works

WEM

Date: August 13, 2020

Subject: Funding and Set Up of Grant Accounts for FY 2021 NRCS Projects

AMOUNT	TO
\$(79,125.00)	100-455300-02923 (Flat Branch Site 2 Streambank Stabilization) <i>(Revenue Acct)</i>
\$79,125.00	348-640100-02923 (Flat Branch Site 2 Streambank Stabilization) <i>(Expense Account)</i>
\$(63,000.00)	100-455300-02924 (15556 Old Magnolia Ct Streambank Stabilization) <i>(Revenue Acct)</i>
\$63,000.00	348-640100-02924 (15556 Old Magnolia Ct Streambank Stabilization) <i>(Expense Acct)</i>
\$(52,500.00)	100-455300-02925 (Seaway Road Streambank Stabilization) <i>(Revenue Acct)</i>
\$52,500.00	348-640100-02925 (Seaway Road Streambank Stabilization) <i>(Expense Acct)</i>
\$(83,625.00)	100-455300-02926 (Courthouse Road Streambank Stabilization) <i>(Revenue Acct)</i>
\$83,625.00	348-640100-02926 (Courthouse Road Streambank Stabilization) <i>(Expense Acct)</i>
\$(27,825.00)	100-455300-02927 (Technical Assistance, Streambank Stabilization Projects) <i>(Revenue Acct)</i>
\$27,825.00	348-640100-02927 (Technical Assistance, Streambank Stabilization Projects) <i>(Expense Acct)</i>
\$306,075.00	TOTAL NRCS Funds Awarded
<i>\$0.00</i>	<i>Total City Funds (City Match to be Funded in FY 2021)</i>

The Department of Public Works is requesting the funding and set up of accounts related to four (4) streambank stabilization projects that were awarded funding from the National Resources Conservation Service.

Pending acceptance of the grant and agreement award at the August 18, 2020 Council meeting, NRCS will fund four (4) streambank stabilization projects at the above listed locations. These projects will be funded 75% by NRCS and the remaining 25% will be funded by the City; the City match(es) will be set up in the upcoming fiscal year 2021 budget.

I hereby recommend this budget amendment.

Please place on the August 18, 2020 City Council Agenda.

MEMORANDUM – CITY OF GULFPORT

Date: **AUGUST 6, 2020**

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

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

Re: **Resolutions Awarding Bids For Lot Clean-Up and/or Demolitions Of**
 Certain Property Within The City Of Gulfport And Providing For
 Assessment Of Cost To The Said Properties Being Presented To The
 City Council On The 18TH Day Of August, 2020.

Please place the attached item on the above referenced council agenda for resolutions awarding bids.

There came on for consideration at a meeting of the Mayor and Members of the Council of the City of Gulfport, Mississippi, held on the **18TH** day of **August, 2020**, the following Resolution:

**A RESOLUTION AWARDING AND/OR REJECTING BIDS FOR LOT CLEANUP
AND/OR DEMOLITION OF CERTAIN PROPERTY WITHIN THE CITY OF
GULFPORT AND PROVIDING FOR THE ASSESSMENT OF COSTS TO THE SAID
PROPERTIES**

WHEREAS, at a prior meeting of the Gulfport City Council, certain and various properties located within the City of Gulfport were declared to be in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community; and

WHEREAS, by prior action of this Council, the City of Gulfport was authorized to advertise for bids to perform the noted and required work on the identified properties; and

WHEREAS, having advertised for bids and having received bids, the following represent the lowest and best bids received (per parcel) for the work as described therein:

- Parcel 1: 0808C-01-008.000. Beg 101 Ft E Of Nw Cor Lot 4 North- Wood Hills Subd Ph 5 Pt 1 Sect 1 On S R/W Parkwood Drive North E 21 Ft S 130 Ft W 24 Ft N 105 Ft E 3 Ft N 25 Ft To Pob Pt Lot 4 Northwood Hills Subd Ph 5 Pt 1 Sect 1 In Sw 1/4 Of Ne 1/4 Sec 4-7-11. Awarded To Purposed By Design Lawn Maintenance Llc For \$300.00 To Cut & Clean The Property, Remove All Weeds & Vines, Remove/Haul Off All Trash & Debris, Board Up And Secure Openings From Site Located At 15231 Parkwood Dr North D. (Gsrn-Z Llc) Case 5959
- Parcel 2: 0911F-01-045.000. Beg At Inter Of Sw Cor Of Lot 4 Blk 13 Ms Land & Abstract Co Subd & N Mar Of Hwy 90 On E Mar Of An Alley Ely Along Hwy 70 Ft N 333 Ft M/L S 54 Dgs W 75 Ft M/L To E Mar Of 10 Ft Alley S 315 Ft To Hwy 90 & To Pob Being Part Of Lot 4 Blk 13 Ms Land & Abstract Co Subd Part Of Se 1/4 Sec 2-8-11. Awarded To Supple William M For \$144.00 To Cut & Clean The Property, Remove All Weeds & Vines, Remove/Haul Off All Trash & Debris From Site Located At 324 East Beach Blvd. (Smith Strom W & Teresa E) Case 6035
- Parcel 3: 0808F-02-080.000. Life Estate -2007-7532-D-J1- Beg At Sw Cor Of Intersection Of N Margin Of Royal St & E Margin Of Lyndell Blvd E 337.5 Ft To Beg N 135 Ft E 87.5 Ft S 135 Ft To N Margin Of Royal St W 87.5 Ft To Beg Being E 1/2 Of Lot 38 & All Of Lots 39. Awarded To Purposed By Design Lawn Maintenance Llc For \$80.00 To Cut & Clean The Property, Remove All Weeds & Vines, Remove/Haul Off All Trash & Debris, Remove/Haul Off Used Furniture From Site Located At 15158 Royal St. (Cashes Carol Ann) Case 6125
- Parcel 4: 0808O-02-041.000. Lot 56 Bel-Aire Subd 7th Add. Awarded To Purposed By Design Lawn Maintenance Llc For \$115.00 To Cut & Clean The Property, Remove All Weeds & Vines, Remove/Haul Off All Trash & Debris From Site Located At 115 Phylis Dr. (Phillips Brian C & Phyllis M) Case 6140

- Parcel 5: 1010O-02-002.001. Beg At Inter Of N Mar Of Hwy 90 & E Mar Of Southern Cir N 75 Dg E 96.7 Ft Along Hwy N 173.5 Ft W 95.6ft To E Mar Of Southern Circle S 196.5 Ft Along Rd To Pob Part Of Lot 69 La Frederick Survey In Part Of Lot 41 Country Club Estates Of Sec 32-7-10. Awarded To Grassmasters Lawn Service Llc For \$295.00 To Cut & Clean The Property, Remove All Weeds & Vines, Remove/Haul Off All Trash & Debris From Site Located At 0 Beach Dr. (Elliott Homes Llc) Case 6240
- Parcel 6: 1010I-02-006.000. Lots 48 To 50 Blk 1 Venetian Gardens Sec 32-7-10. Awarded To Purposed By Design Lawn Maintenance Llc For \$330.00 To Cut & Clean The Property, Remove All Weeds & Vines, Remove/Haul Off All Trash & Debris From Site Located At 286 Venetian Gdn. (Counts Lawrence D & Eleasha) Case 6241
- Parcel 7: 0808I-03-066.000. Lot 7 Blk 1 Norwood Subd. Awarded To Twin City Lawn Care For \$230.00 To Cut & Clean The Property, Remove All Weeds & Vines, Remove/Haul Off All Trash & Debris From Site Located At 11826 Klein Rd. (Ttlbl Llc) Case 6341
- Parcel 8: 0911F-01-044.000. Lot B -N Of Hwy 90- Being 65 Ft On Hwy 90 X 459.5 Ft Midway Subd. Awarded To Supple William M For \$144.00 To Cut & Clean The Property, Remove All Weeds & Vines, Remove/Haul Off All Trash & Debris From Site Located At 0 E Beach Blvd. (Smith Strom W & Teresa E) Case 6593

WHEREAS, the Mayor and Members of the Council find and do so determine that pursuant to bids heretofore received for lot cleanup and/or demolition of certain property described above in the City of Gulfport, that the bid price noted above is the lowest and best price and should be accepted; and

WHEREAS, the Mayor and Members of the Council further find and do so determine that Notice to Proceed should be given to the listed property above, and that the actual costs of cleanup should be assessed against the property as provided by law including a \$250.00 penalty.

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

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

SECTION 2. That the individual bids for the cleanup of the certain properties described above within the City of Gulfport, should be accepted as the lowest and best bid/bid price.

SECTION 3. That Notice to Proceed should be immediately given to the lowest and best bidder as noted above and the completion of all work shall be accomplished within 30 calendar

days. If extenuating circumstances occur, the company may request an extension of time in writing to complete the work.

SECTION 4. That the costs of lot cleanup, plus a \$250.00 penalty, should be assessed as a lien against the said properties and shall be enrolled in the Office of the Circuit Clerk of the First Judicial of Harrison County, Mississippi, as other judgments are enrolled, as provided by law.

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

YEAS:

NAYS:

ABSENT:

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT OF THE COUNCIL

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

APPROVED:

MAYOR

MEMORANDUM – CITY OF GULFPORT

Date: AUGUST 6, 2020

To: Mayor Billy Hewes
City Council Members

From: Department of Urban Development
Code Enforcement

Subject: Awarding Of Bids

RE: Resolution Awarding Bids For Lot Cleanups and/or Demolition Of Certain Property Within The City Of Gulfport And Providing For Assessment Of Cost To The Said Properties Being Described:

WARD 2

- Parcel 1: 0911F-01-045.000. Beg At Inter Of Sw Cor Of Lot 4 Blk 13 Ms Land & Abstract Co Subd & N Mar Of Hwy 90 On E Mar Of An Alley Ely Along Hwy 70 Ft N 333 Ft M/L S 54 Dgs W 75 Ft M/L To E Mar Of 10 Ft Alley S 315 Ft To Hwy 90 & To Pob Being Part Of Lot 4 Blk 13 Ms Land & Abstract Co Subd Part Of Se 1/4 Sec 2-8-11. Awarded To Supple William M For \$144.00 To Cut & Clean The Property, Remove All Weeds & Vines, Remove/Haul Off All Trash & Debris, From Site Located At 324 East Beach Blvd. (Smith Strom W & Teresa E) Case 6035
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WARD 5

- Parcel 5: 0808O-02-041.000. Lot 56 Bel-Aire Subd 7th Add. Awarded To Purposed By Design Lawn Maintenance Llc For \$115.00 To Cut & Clean The Property, Remove All Weeds & Vines, Remove/Haul Off All Trash & Debris, From Site Located At 115 Phylis Dr. (Phillips Brian C & Phyllis M) Case 6140
- Parcel 6: 0808I-03-066.000. Lot 7 Blk 1 Norwood Subd. Awarded To Twin City Lawn Care For \$230.00 To Cut & Clean The Property, Remove All Weeds & Vines, Remove/Haul Off All Trash & Debris, From Site Located At 11826 Klein Rd. (Ttlbl Llc) Case 6341

WARD 7

- Parcel 7: 0808C-01-008.000. Beg 101 Ft E Of Nw Cor Lot 4 North- Wood Hills Subd Ph 5 Pt 1 Sect 1 On S R/W Parkwood Drive North E 21 Ft S 130 Ft W 24 Ft N 105 Ft E 3 Ft N 25 Ft To Pob Pt Lot 4 Northwood Hills Subd Ph 5 Pt 1 Sect 1 In Sw 1/4 Of Ne 1/4 Sec 4-7-11. Awarded To Purposed By Design Lawn Maintenance Llc For \$300.00 To Cut & Clean The Property, Remove All Weeds & Vines, Remove/Haul Off All Trash & Debris, Board Up And Secure Openings From Site Located At 15231 Parkwood Dr North D. (Gsrn-Z Llc) Case 5959
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TOTAL: \$ 1638.00

Customer Name	Customer Address	Amount	Post Date
CLAW DADDY'S CRAWFISH	15261 RUSSELL BLVD	\$38.50	07/13/2020
COOPER'S BAYOU VIEW SERVICE STATION	P O BOX 6266	\$33.00	07/07/2020
EL MEXICANO INN INC	1215 30TH AVE	\$38.50	07/02/2020
GULF RECYCLING LLC	P.O. BOX 2759	\$23.40	07/29/2020
HALL REAGAN DR DMD	2216 17TH STREET	\$22.00	07/10/2020
KC WRAPS	9465 CREOSOTE RD STE 100-B	\$22.00	07/06/2020
KNORR SCHOOL OF MUSIC	394 ACADIAN COURT	\$22.00	07/06/2020
MAGEE ALFRED PAVING	8353 SOUTH CAROLINA AVE	\$22.00	07/15/2020
SUGAR MAMAS II	2005 29TH AVENUE	\$22.00	07/07/2020
T & T DISCOUNT	2090 E PASS RD	\$38.50	07/14/2020
VISION REALTY GROUP	1310 27TH AVE 2ND FLOOR UNIT 1	\$22.00	07/01/2020
THE REAL ZACH RUSHING LLC	14480 SHRINERS BLVD	\$6.60	07/01/2020
C & C AUTO & GLASS SALES	3803 25TH AVE STE C	\$6.25	07/02/2020
DOUGLAS EXPRESS DELIVERY	3811 25TH AVE	\$11.25	07/02/2020
CW'S FAMILY RESTAURANT	2330 E PASS RD UNIT 1	\$7.50	07/06/2020
A-LESS STORAGE LLC	121 N NEW WARRINGTON RD	\$5.00	07/07/2020
ALLEN BEVERAGES INC	P O BOX 2037	\$820.00	07/13/2020
MOORE'S LAWN SERVICE	1531 RICH AVE	\$20.00	07/07/2020
MOORE'S LAWN SERVICE	1531 RICH AVE	\$10.00	07/07/2020
WGQ HOME SOLUTION LLC	3436 MAIN ST	\$7.50	07/10/2020
BAYOU VIEW FITNESS	1116 COWAN RD STE D	\$5.00	07/09/2020
WGQ HOME SOLUTIONS LLC	3436 MAIN ST	\$7.50	07/10/2020
MRC	3413 WASHINGTON AVE STE B	\$7.50	07/10/2020
JACKSON WILLIE JR	1706 PASS RD	\$5.00	07/10/2020
PINK THE SOLUTION	412 PASS RD STE A-2	\$5.00	07/13/2020
PICTURE THIS WRAPS AND GRAPHICS	10551 OUTDOORWAY BLDG 2 STE I	\$5.00	07/13/2020
H2 CUTZ	1015 PASS RD STE H	\$5.00	07/13/2020
HAIR SHE IS LLC	2208 30TH ST #A	\$5.00	07/14/2020
AMERICAN READY MIX LLC	14403 SEAWAY RD	\$5.00	07/14/2020
JACKSON RACHAEL	13053 JORDON PL	\$5.00	07/14/2020
HEALTH CONNECT AMERICA CORP	508 AUTUMN SPRINGS CT #2A	\$7.50	07/15/2020
JOHN JACOB LLC	75 HARDY COURT SHOPPING CENTER	\$15.63	07/17/2020
COASTAL CARPET CLEANING	880 LINDH RD APT 244	\$5.00	07/17/2020
SONIC DRIVE IN	15025 CREOSOTE RD	\$16.50	07/20/2020
SONIC DRIVE IN	15025 CREOSOTE RD	\$16.50	07/20/2020
TORENO GRIFFIN	2811 22ND AVE	\$5.00	07/22/2020
U-NEEQ HOT HANDZ HAIR & BRAID SHOP	1528 20TH ST	\$5.00	07/22/2020
CASTANO JUAN	2472 PASS RD SUITE A	\$5.00	07/23/2020
CASTANO JUAN	2472 PASS RD SUITE A	\$3.75	07/28/2020
GOLDBENDER INC	1500 PASS RD	\$5.00	07/24/2020
YANES LAWN CARE PLUS LLC	2319 JONES ST	\$5.00	07/27/2020
BROWN CHARLES	3002 20TH ST	\$5.00	07/27/2020
N & J'S TOBACCO BEER & GRUB LLC	18065 RIDGEWAY RD	\$8.75	07/27/2020
MS AUDREYS SOUTHERN KITCHEN & CATERING	1526 MILLS AVE UNIT 2	\$7.50	07/28/2020
BREWER WILLIAM	2000 18TH AVE	\$5.00	07/29/2020
PINECREST CIRCLE LAWN CARE	430 WOODWARD AVE	\$5.00	07/29/2020
SMITH & HOLDER PROPERTIES LLC	P O BOX 1149	\$5.00	07/29/2020
PREMIUM INDUSTRIAL MACHINES OF AMERICA C	12100 HWY 49 #316	\$23.13	07/29/2020
WELLCARE LABS LLC	1270 28TH ST	\$5.00	07/29/2020
ALLISTON'S	14494 COLLINS BLVD	\$5.00	07/29/2020
UNITED AUTO SALES LLC	5109 MALIBU ST	\$10.00	07/30/2020

CRAFT LAWN SERVICE	14188 POPLAR CT	\$5.00	07/31/2020
S & R POULTRY LLC	P O BOX 162	\$15.00	07/31/2020
CREOLE CARE BOX LLC	P O BOX 7365	\$5.00	07/31/2020
TOTAL:		\$1,447.26	



Gulfport School District
Finance Department

August 4, 2020

Honorable Mayor and Council
City of Gulfport MS
Office of the Mayor
P.O. Box 1780
Gulfport, MS 39502

Honorable Mayor and City Council Members:

On July 6, 2020 the Board of Trustees of the Gulfport School District adopted the 2020-2021 school year budget. A copy of that budget and the Board adopted resolution are attached for your information.

Item 1 outlines the tax receipts expected to be collected to support the operation of the district maintenance funds.

Item 3 request additional funds as a result of new growth in the assessed valuation.
Our intent is to take advantage of the growth in assessed valuation without increasing our tax levy.

Item 8 refers to principal and interest payment for bonded indebtedness.

Our total budget for 2021 will be over \$70 million. We estimate local revenues to be 34% of our total budgeted revenue, and state revenues account for about 47% of our total budgeted revenue.

Attached is a copy of our Resolution Adopting Budget for the Gulfport School District and two copies of our budget. Information was also emailed to Gerald Bellocq on August 4, 2020.

As always, we thank you for your cooperation.

Sincerely

Stacey Penny
Chief Financial Officer

Cc: Glen East, Superintendent

Attachments

**A RESOLUTION TO SUBMIT REQUEST TO THE CITY OF GULFPORT, AS TAX LEVYING
AUTHORITY OF THE GULFPORT SCHOOL DISTRICT, TO MAKE SUCH LEVY AS
REQUIRED TO FUND THE 2021 BUDGET COMMENCING JULY 1, 2020, AND ENDING
JUNE 30, 2021**

WHEREAS, the Board of Trustees of the Gulfport School District did tentatively adopt the budget for the District for the fiscal year 2021 commencing July 1, 2020, and ending June 30, 2021; and

WHEREAS, pursuant to the laws of the State of Mississippi, a public hearing was held on June 1, 2020 after due notice, at which hearing the general public had an opportunity to express itself as to the proposed budget; and

WHEREAS, the Board of Trustees of the Gulfport School District has now adopted the budget for the district for the fiscal year 2021 commencing July 1, 2020, and ending June 30, 2021, copy of said budget being made a part of this resolution as fully and completely as if copied herein word for word and figure for figure; and,

WHEREAS, under the laws and statutes of the State of Mississippi, after public hearing and after final adoption of the budget, the Board of Trustees is required to submit the budget to the City of Gulfport as levying authority for the Gulfport School District and to request the City to levy such taxes as required to fund the said 2021 fiscal year budget; and,

WHEREAS, it is necessary that the request of the Board of Trustees specify the total aggregate receipt required to fund the 2021 fiscal year budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE GULFPORT SCHOOL DISTRICT AS FOLLOWS:

1. The following itemized amounts are required to provide sufficient aggregate tax receipts to fund the 2021 fiscal year budget, exclusive of those receipts from new properties added to the tax rolls and exclusive of those receipts required to fund the new programs

mandated by the Mississippi State Legislature and by other applicable statutes affecting the Gulfport School District for fiscal year 2021;

To provide receipts to fund the
operation of the District

Maintenance Program	\$20,763,573
---------------------	--------------

Less: Adjustment for Senate Bill 3120

Ad Valorem Tax Reduction	(0)
--------------------------	-----

Homestead Reimbursement	<u>(358,000)</u>
-------------------------	------------------

Total aggregate local tax receipts

under the District Maintenance Program	<u>\$20,405,573</u>
--	---------------------

2. That the Board of Trustees does find and determine that the aggregate amount necessary to fund said programs as itemized in Paragraph 1 above does not exceed 4% increase over the aggregate tax receipts for fiscal year 2020, exclusive of new assessments.
3. That the Board of Trustees estimates that the aggregate new growth receipts for fiscal year 2021 will approximate \$256,613; but the Board recognizes that said amount may vary after the new tax rolls have been completed.
4. That in order to provide adequate tax receipts to fund new programs mandated by the Mississippi State Legislature and applicable statutes affecting the Gulfport School District during fiscal year 2021 both for the District Maintenance Program and the

Mississippi Adequate Education Program, the following aggregate tax receipts are needed:

Amount necessary to fund increase

In MAEP local contributions for FY 2021 \$ -0-

5. The following total amounts from existing properties and new properties are required to provide sufficient aggregate tax receipts to fund the 2020 fiscal year budget:

Total aggregate tax receipts under

the District Maintenance Program \$20,405,573

6. The Board of Trustees does find and determine that because ad valorem tax rolls for the year 2020 which will produce the receipts to fund the budget for the Gulfport School District for fiscal year 2021 commencing July 1, 2020, have not been fully completed and the amount of new assessments has not been determined, the request is based on tentative assessments for the 2021 fiscal year and may require adjustment before the levy is finally fixed.
7. That the Board of Trustees does hereby request that the City of Gulfport levy sufficient millage to produce the funds as set out in the budget adopted by the Gulfport School District for fiscal year 2021 as more particularly expressed in this resolution.
8. That in addition to the foregoing requirements to fund the operating budget of the Gulfport School District for fiscal year 2021, it is necessary that sufficient millage be levied by the City of Gulfport, as taxing authority for the Gulfport School District, to

retire the principal and interest payments for the fiscal year 2021 on the following debt service of the Gulfport School District:

Type of		MS Code	Original	2020 Debt
<u>Debt</u>	<u>Dated</u>	<u>Section</u>	<u>Amount</u>	<u>Retirement</u>
3 Mill Note	03/14/17	37-59-101	\$8,000,000	\$244,000
G.O. Bond	2014	37-59-1	\$41,240,000	\$3,285,656
Total				<u>\$3,529,656</u>

9. That the Superintendent of the Gulfport School District be, and he is hereby authorized and directed to deliver a certified copy of this resolution to the City of Gulfport as tax levying authority of the Gulfport School District.

After discussion, Gerald Norris moved the adoption of the foregoing resolution, which motion was seconded by Gwen Jones. Upon being put to a roll call vote, the following votes were cast:

Voting Aye: Randy Richardson, Gwen Jones, Bridget Weatherly, Gerald Norris & Steven Warren

Voting Nay: None

Absent: None

WHEREUPON, the president declared the motion carried by a majority vote and the resolution adopted.

CERTIFICATE

I, the undersigned Secretary of the Board of Trustees of the Gulfport School District, do hereby certify that the above and foregoing resolution was duly adopted at the meeting of the Board of Trustees held on the 3rd day of August 2020, and that said resolution has not been amended, modified or rescinded.

CERTIFIED, this the 3rd day of August 2020.

A handwritten signature in blue ink, reading "Dudd Nomi", is written over a horizontal line.

SECRETARY

Gulfport School District
COMBINED BUDGET

ORIGINAL X DATE APPROVED: _____

FOR THE YEAR ENDING JUNE 30, 2021

AMENDED _____ DATE APPROVED: _____

GOVERNMENTAL FUND TYPES

	GENERAL	SPECIAL	CAPITAL	DEBT	TOTAL
REVENUES	REVENUE	PROJECTS	SERVICE		
Local Sources	23,773,748.21	393,900.00	20,000.00	3,546,656.00	27,734,304.00
State Sources	31,465,803.00	1,663,680.00	-	-	33,129,483.00
Federal Sources	206,150.00	8,916,474.18	-	-	9,122,624.18
16th Section Sources	610,000.00	-	-	-	610,000.00
Total Revenues	56,055,701.00	10,974,054.18	20,000.00	3,546,656.00	70,596,411.18
EXPENDITURES					
Instruction	32,807,365.21	5,084,931.26	-	-	37,892,296.47
Support Services	21,156,324.00	2,886,914.50	500,000.00	-	24,543,238.50
Noninstructional Services	238,608.00	3,508,440.42	-	-	3,747,048.42
Facilities Acquisition & Const	-	-	25,000.00	-	25,000.00
Debt Services:					
Principal	1,025,000.00	-	-	2,436,000.00	3,461,000.00
Interest	58,735.00	-	-	1,615,244.00	1,673,979.00
Other	2,635.00	-	-	7,000.00	9,635.00
Total Expenditures	55,288,667.21	11,480,286.18	525,000.00	4,058,244.00	71,352,197.39

Excess (Def) of Rev Over Exp

767,033.79 (506,232.00) (505,000.00) (511,588.00) (755,786.21)

OTHER FINANCING SRCS (USES)

Indirect Costs	315,000.00	-	-	-	315,000.00
Other Transfers In	3,610,700.00	775,250.00	500,000.00	526,588.00	5,412,538.00
Indirect Costs Transfers Out	-	315,000.00	-	-	315,000.00
Other Transfers Out	5,262,538.00	150,000.00	-	-	5,412,538.00
Total Other Fin Srcs (Uses)	(1,336,838.00)	310,250.00	500,000.00	526,588.00	-

Net Change in Fund Balance

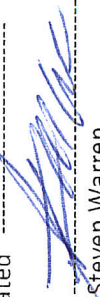
(569,804.21) (195,982.00) (5,000.00) 15,000.00 (755,786.21)

FUND BALANCE / RETAINED EARNINGS

July 1, 2020	10,180,000.00	2,430,000.00	1,000,000.00	-	13,610,000.00
June 30, 2021	<u>9,610,195.79</u>	<u>2,234,018.00</u>	<u>995,000.00</u>	<u>15,000.00</u>	<u>12,854,213.79</u>

The above Original budget has been approved by the school board as noted in our board minutes dated 7/6/20

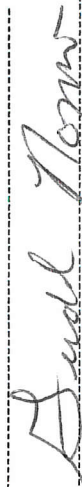
Board President: _____

 Steven Warren

(signature)

Date: 7/6/20

Board Secretary: _____

 Gerald Norris

(signature)

Date: 7/6/20

(printed name)

(signature)

(printed name)

Gulfport School District
 COMBINING BUDGET - GENERAL FUNDS
 FOR THE YEAR ENDING JUNE 30, 2021

ORIGINAL X DATE APPROVED: _____

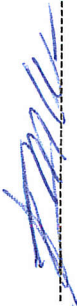
AMENDED _____ DATE APPROVED: _____

	(1120) DISTRICT MAINTENANCE	(1130) SPECIAL EDUCATION	(1140) ALTERNATIVE SCHOOL	(1145) DROP- OUT PREVENTION	(1151) ANNISTON AVENUE ACTIVITIES	(1152) BAYOU VIEW ELEM. ACTIVITIES	(1153) BAYOU VIEW MIDDLE SCHOOL - ACT
REVENUES							
Local Sources	22,783,073.00	15,000.00	2,000.00	7,000.00	100,525.00	261,000.00	31,500.00
Intermediate Sources	0.00	0.00	0.00	0.00	0.00	0.00	0.00
State Sources	26,293,282.00	4,377,330.00	390,191.00	405,000.00	0.00	0.00	0.00
Federal Sources	61,800.00	45,000.00	0.00	0.00	0.00	0.00	0.00
16th Section Sources	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Revenues	49,138,155.00	4,437,330.00	392,191.00	412,000.00	100,525.00	261,000.00	31,500.00
EXPENDITURES							
Instruction	27,067,981.21	4,506,444.00	569,953.00	78,412.00	54,525.00	107,700.00	11,500.00
Support Services	19,104,461.00	965,815.00	331,268.00	498,780.00	4,000.00	17,300.00	4,200.00
Noninstructional Services	235,608.00	0.00	0.00	0.00	0.00	3,000.00	0.00
16th Section	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Facilities Acquisition & Const	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Debt Services:							
Principal	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interest	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	46,408,050.21	5,472,259.00	901,221.00	577,192.00	58,525.00	128,000.00	15,700.00
Excess (Def) of Rev Over Exp	2,730,104.79	(1,034,929.00)	(509,030.00)	(165,192.00)	42,000.00	133,000.00	15,800.00
OTHER FINANCING SRCS (USES)							
Proceeds of Gen Oblig Bonds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Proceeds of Refunding Bonds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Proceeds of Loan(s)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Inception of Capital Lease(s)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Premium on Debt Issuance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Insurance Loss Recoveries	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sale of Trans Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sale of Other Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Indirect Costs	315,000.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Transfers In	908,300.00	900,000.00	509,030.00	100,000.00	0.00	0.00	0.00
Pmts to Escrow Agent	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Misc Other Financing Srcs	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Indirect Costs Transfers Out	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Transfers Out	4,354,238.00	0.00	0.00	0.00	42,000.00	133,000.00	15,800.00
Pmt to Ref Bond Escrow Agent	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Pmt to Qual Zone Ac Debt Esc	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Misc Other Financing Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Other Fin Srcs (Uses)	(3,130,938.00)	900,000.00	509,030.00	100,000.00	(42,000.00)	(133,000.00)	(15,800.00)

Gulfport School District
COMBINING BUDGET - GENERAL FUNDS
FOR THE YEAR ENDING JUNE 30, 2021

		ORIGINAL ☒ DATE APPROVED: _____			
		AMENDED _____ DATE APPROVED: _____			
Net Change in Fund Balance	(400,833.21)	(134,929.00)	0.00	(65,192.00)	0.00
FUND BALANCE / RETAINED EARNINGS					
July 1, 2020	8,165,000.00	418,000.00	195,000.00	284,000.00	195,000.00
Direct Inc (Dec) in Fund Balance	0.00	0.00	0.00	0.00	0.00
July 1, 2020, as restated	8,165,000.00	418,000.00	195,000.00	284,000.00	195,000.00
Increase (Decr) in Rsrv for Inv	0.00	0.00	0.00	0.00	0.00
June 30, 2021	7,764,166.79	283,071.00	195,000.00	218,808.00	195,000.00

The above Original / Amended combining budget has been approved by the school board as noted in our board minutes dated 7/6/20

Board President:  (signature) Date: 7/6/20
 Board Secretary:  (signature) Date: 7/6/20
 Steven Warren (printed name)
 Gerald Norris (printed name)

Gulfport School District
 COMBINING BUDGET - GENERAL FUNDS
 FOR THE YEAR ENDING JUNE 30, 2021

ORIGINAL X DATE APPROVED: _____

AMENDED _____ DATE APPROVED: _____

	(1154) CENTRAL ELEM. ACTIVITIES	(1155) GULFPORT CENTRAL MIDDLE SCHOOL	(1158) GULFPORT HIGH ACTIVITIES	(1160) PASS ROAD ELEM. ACTIVITIES	(1161) ATHLETIC ACTIVITIES	(1162) WEST ELEM. ACTIVITIES	(1163) 28TH STREET ELEM. ACTIVITIES
REVENUES							
Local Sources	40,050.00	3,350.00	58,500.00	62,900.00	279,300.00	41,800.00	22,150.00
Intermediate Sources	0.00	0.00	0.00	0.00	0.00	0.00	0.00
State Sources	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Federal Sources	0.00	0.00	0.00	0.00	0.00	0.00	0.00
16th Section Sources	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Revenues	40,050.00	3,350.00	58,500.00	62,900.00	279,300.00	41,800.00	22,150.00
EXPENDITURES							
Instruction	15,050.00	2,350.00	36,500.00	23,200.00	293,800.00	14,200.00	12,150.00
Support Services	5,000.00	1,000.00	5,000.00	4,700.00	87,000.00	2,600.00	3,000.00
Noninstructional Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
16th Section	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Facilities Acquisition & Const	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Debt Services:							
Principal	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interest	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	20,050.00	3,350.00	41,500.00	27,900.00	380,800.00	16,800.00	15,150.00
Excess (Def) of Rev Over Exp	20,000.00	0.00	17,000.00	35,000.00	(101,500.00)	25,000.00	7,000.00
OTHER FINANCING SRCS (USES)							
Proceeds of Gen Oblig Bonds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Proceeds of Refunding Bonds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Proceeds of Loan(s)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Inception of Capital Lease(s)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Premium on Debt Issuance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Insurance Loss Recoveries	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sale of Trans Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sale of Other Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Transfers In	0.00	0.00	0.00	0.00	107,000.00	0.00	0.00
Pmts to Escrow Agent	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Misc Other Financing Srcs	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Indirect Costs Transfers Out	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Transfers Out	20,000.00	0.00	17,000.00	35,000.00	3,500.00	25,000.00	7,000.00
Pmt to Ref Bond Escrow Agent	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Pmt to Qual Zone Ac Debt Esc	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Misc Other Financing Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Other Fin Srcs (Uses)	(20,000.00)	0.00	(17,000.00)	(35,000.00)	103,500.00	(25,000.00)	(7,000.00)

Gulfport School District
COMBINING BUDGET - GENERAL FUNDS
FOR THE YEAR ENDING JUNE 30, 2021

ORIGINAL X DATE APPROVED: _____

AMENDED _____ DATE APPROVED: _____

	(1164) ADMIRAL NATION	(1170) SUPT S CLEARING	(1840) SIXTEENTH SECTION INTEREST FUN	(1901) SERIES 2012 REFUNDING BONDS THE CLASSROOM	(1970) TECHNOLOGY IN	TOTAL
REVENUES						
Local Sources	6,600.00	55,000.00	0.00	0.00	4,000.00	23,773,748.00
Intermediate Sources	0.00	0.00	0.00	0.00	0.00	0.00
State Sources	0.00	0.00	0.00	0.00	0.00	31,465,803.00
Federal Sources	0.00	0.00	0.00	0.00	99,350.00	206,150.00
16th Section Sources	0.00	0.00	610,000.00	0.00	0.00	610,000.00
Total Revenues	6,600.00	55,000.00	610,000.00	0.00	103,350.00	56,055,701.00
EXPENDITURES						
Instruction	6,600.00	7,000.00	0.00	0.00	0.00	32,807,365.21
Support Services	0.00	0.00	0.00	0.00	122,200.00	21,156,324.00
Noninstructional Services	0.00	0.00	0.00	0.00	0.00	238,608.00
16th Section	0.00	0.00	0.00	0.00	0.00	0.00
Facilities Acquisition & Const	0.00	0.00	0.00	0.00	0.00	0.00
Debt Services:						
Principal	0.00	0.00	0.00	1,025,000.00	0.00	1,025,000.00
Interest	0.00	0.00	0.00	58,735.00	0.00	58,735.00
Other	0.00	0.00	0.00	2,635.00	0.00	2,635.00
Total Expenditures	6,600.00	7,000.00	0.00	1,086,370.00	122,200.00	55,288,667.21
Excess (Def) of Rev Over Exp	0.00	48,000.00	610,000.00	(1,086,370.00)	(18,850.00)	767,033.79
OTHER FINANCING SRCS (USES)						
Proceeds of Gen Oblig Bonds	0.00	0.00	0.00	0.00	0.00	0.00
Proceeds of Refunding Bonds	0.00	0.00	0.00	0.00	0.00	0.00
Proceeds of Loan(s)	0.00	0.00	0.00	0.00	0.00	0.00
Inception of Capital Lease(s)	0.00	0.00	0.00	0.00	0.00	0.00
Premium on Debt Issuance	0.00	0.00	0.00	0.00	0.00	0.00
Insurance Loss Recoveries	0.00	0.00	0.00	0.00	0.00	0.00
Sale of Trans Equipment	0.00	0.00	0.00	0.00	0.00	0.00
Sale of Other Property	0.00	0.00	0.00	0.00	0.00	0.00
Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00
Other Transfers In	0.00	0.00	0.00	0.00	0.00	315,000.00
Pmts to Escrow Agent	0.00	0.00	0.00	1,086,370.00	0.00	3,610,700.00
Misc Other Financing Srcs	0.00	0.00	0.00	0.00	0.00	0.00
Indirect Costs Transfers Out	0.00	0.00	0.00	0.00	0.00	0.00
Other Transfers Out	0.00	0.00	0.00	0.00	0.00	0.00
Pmt to Ref Bond Escrow Agent	0.00	0.00	610,000.00	0.00	0.00	5,262,538.00
Pmt to Qual Zone Ac Debt Esc	0.00	0.00	0.00	0.00	0.00	0.00
Misc Other Financing Use	0.00	0.00	0.00	0.00	0.00	0.00
Total Other Fin Srcs (Uses)	0.00	0.00	(610,000.00)	1,086,370.00	0.00	(1,336,838.00)

Gulfport School District
 COMBINING BUDGET - GENERAL FUNDS
 FOR THE YEAR ENDING JUNE 30, 2021

	ORIGINAL <u>X</u>		DATE APPROVED: _____	
	AMENDED		DATE APPROVED: _____	
Net Change in Fund Balance	0.00	48,000.00	0.00	(18,850.00)
FUND BALANCE / RETAINED EARNIN				(569,804.21)
July 1, 2020	8,000.00	0.00	0.00	180,000.00
Direct Inc (Dec) in Fund Balance	0.00	0.00	0.00	0.00
July 1, 2020, as restated	8,000.00	0.00	0.00	180,000.00
Increase (Decr) in Rsrv for Inv	0.00	0.00	0.00	0.00
June 30, 2021	8,000.00	48,000.00	0.00	161,150.00
				9,610,195.79

Gulfport School District

COMBINING BUDGET - SPECIAL REVENUE FUNDS

FOR THE YEAR ENDING JUNE 30, 2021

ORIGINAL X DATE APPROVED: _____

AMENDED _____ DATE APPROVED: _____

	(2020) SCHOOL RECOGNITION PROGRAM	(2110) SCHOOL FOOD SERVICE	(2212) TITLE I - A BASIC FY 2012	(2291) CONSADMIN COST POOL FY 2020	(2410) BUILDINGS AND BUSES	(2511) TITLE II CFDA# 84.367A	(2611) IDEA PART B SE152421 CARRYOVER
REVENUES							
Local Sources	0.00	286,400.00	0.00	0.00	0.00	0.00	0.00
Intermediate Sources	0.00	0.00	0.00	0.00	0.00	0.00	0.00
State Sources	417,134.00	25,500.00	0.00	0.00	150,000.00	0.00	0.00
Federal Sources	0.00	3,113,300.00	3,317,118.00	190,412.36	0.00	469,178.82	1,522,072.00
16th Section Sources	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Revenues	417,134.00	3,425,200.00	3,317,118.00	190,412.36	150,000.00	469,178.82	1,522,072.00
EXPENDITURES							
Instruction	417,134.00	0.00	1,810,387.11	0.00	0.00	17,384.88	865,106.00
Support Services	0.00	221,681.00	1,417,119.29	190,412.36	0.00	443,533.12	443,967.00
Noninstructional Services	0.00	3,377,925.00	39,715.42	0.00	0.00	0.00	0.00
16th Section	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Facilities Acquisition & Const	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Debt Services:							
Principal	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interest	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	417,134.00	3,599,606.00	3,267,221.82	190,412.36	0.00	460,918.00	1,309,073.00
Excess (Def) of Rev Over Exp	0.00	(174,406.00)	49,896.18	0.00	150,000.00	8,260.82	212,999.00
OTHER FINANCING SRCS (USES)							
Proceeds of Gen Oblig Bonds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Proceeds of Refunding Bonds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Proceeds of Loan(s)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Inception of Capital Lease(s)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Premium on Debt Issuance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Insurance Loss Recoveries	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sale of Trans Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sale of Other Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Transfers In	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Pmts to Escrow Agent	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Misc Other Financing Srcs	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Indirect Costs Transfers Out	0.00	225,000.00	42,000.00	0.00	0.00	8,000.00	40,000.00
Other Transfers Out	0.00	0.00	0.00	0.00	150,000.00	0.00	0.00
Pmt to Ref Bond Escrow Agent	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Pmt to Qual Zone Ac Debt Esc	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Misc Other Financing Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Other Fin Srcs (Uses)	0.00	(225,000.00)	(42,000.00)	0.00	(150,000.00)	(8,000.00)	(40,000.00)

Gulfport School District
COMBINING BUDGET - SPECIAL REVENUE FUNDS
FOR THE YEAR ENDING JUNE 30, 2021

		ORIGINAL <u>X</u> DATE APPROVED: _____			
		AMENDED _____ DATE APPROVED: _____			
Net Change in Fund Balance	0.00	(399,406.00)	7,896.18	0.00	260.82 172,999.00
FUND BALANCE / RETAINED EARNINGS					
July 1, 2020	0.00	2,000,000.00	0.00	0.00	0.00 0.00
Direct Inc (Dec) in Fund Balance	0.00	0.00	0.00	0.00	0.00 0.00
July 1, 2020, as restated	0.00	2,000,000.00	0.00	0.00	0.00 0.00
Increase (Decr) in Rsrv for Inv	0.00	0.00	0.00	0.00	0.00 0.00
June 30, 2021	0.00	1,600,594.00	7,896.18	0.00	260.82 172,999.00

The above Original / Amended combining budget has been approved by the school board as noted in our board minutes dated 7/6/20

Board President:  (signature) Date: 7/6/20
Steven Warren (printed name)
 Board Secretary:  (signature) Date: 7/6/20
Gerald Norris (printed name)

Gulfport School District
 COMBINING BUDGET - SPECIAL REVENUE FUNDS
 FOR THE YEAR ENDING JUNE 30, 2021

ORIGINAL X DATE APPROVED: _____
 AMENDED _____ DATE APPROVED: _____

	(2621) EHA, PRESCHOOL CARRYOVER	(2711) VOCATIONAL EDUCATION(LOC &STA)	(2811) TITLE IV- A SAFE AND DRUG- FREE	(2820) UNEMPLOYMEN T COMP. REV. FUND	(2903) COMMUNITY EDUCATION	(2904) SPECIAL GRANTS	TOTAL
REVENUES							
Local Sources	0.00	0.00	0.00	1,000.00	106,500.00	0.00	393,900.00
Intermediate Sources	0.00	0.00	0.00	0.00	0.00	0.00	0.00
State Sources	0.00	1,064,046.00	0.00	0.00	7,000.00	0.00	1,663,680.00
Federal Sources	49,393.00	0.00	255,000.00	0.00	0.00	0.00	8,916,474.18
16th Section Sources	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Revenues	49,393.00	1,064,046.00	255,000.00	1,000.00	113,500.00	0.00	10,974,054.18
EXPENDITURES							
Instruction	23,643.00	1,678,995.00	241,746.27	3,000.00	0.00	27,535.00	5,084,931.26
Support Services	24,132.00	130,295.00	13,074.73	1,500.00	1,200.00	0.00	2,886,914.50
Noninstructional Services	0.00	0.00	0.00	1,500.00	89,300.00	0.00	3,508,440.42
16th Section	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Facilities Acquisition & Const	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Debt Services:							
Principal	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interest	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	47,775.00	1,809,290.00	254,821.00	6,000.00	90,500.00	27,535.00	11,480,286.18
Excess (Def) of Rev Over Exp	1,618.00	(745,244.00)	179.00	(5,000.00)	23,000.00	(27,535.00)	(506,232.00)
OTHER FINANCING SRCS (USES)							
Proceeds of Gen Oblig Bonds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Proceeds of Refunding Bonds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Proceeds of Loan(s)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Inception of Capital Lease(s)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Premium on Debt Issuance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Insurance Loss Recoveries	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sale of Trans Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sale of Other Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Transfers In	0.00	745,250.00	0.00	0.00	0.00	0.00	775,250.00
Pmts to Escrow Agent	0.00	0.00	0.00	0.00	0.00	30,000.00	30,000.00
Misc Other Financing Srcs	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Indirect Costs Transfers Out	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Transfers Out	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Pmt to Ref Bond Escrow Agent	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Pmt to Qual Zone Ac Debt Esc	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Misc Other Financing Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Other Fin Srcs (Uses)	0.00	745,250.00	0.00	0.00	0.00	30,000.00	310,250.00

Gulfport School District
 COMBINING BUDGET - SPECIAL REVENUE FUNDS
 FOR THE YEAR ENDING JUNE 30, 2021

	ORIGINAL ☒		DATE APPROVED:	
	AMENDED		DATE APPROVED:	
Net Change in Fund Balance	1,618.00	6.00	179.00	(5,000.00) 23,000.00 2,465.00 (195,982.00)
FUND BALANCE / RETAINED EARNIN				
July 1, 2020	0.00	105,000.00	0.00	125,000.00 200,000.00 0.00 2,430,000.00
Direct Inc (Dec) in Fund Balance	0.00	0.00	0.00	0.00 0.00 0.00
July 1, 2020, as restated	0.00	105,000.00	0.00	125,000.00 200,000.00 0.00 2,430,000.00
Increase (Decr) in Rsrv for Inv	0.00	0.00	0.00	0.00 0.00 0.00
June 30, 2021	1,618.00	105,006.00	179.00	120,000.00 223,000.00 2,465.00 2,234,018.00

Gulfport School District

COMBINING BUDGET - CAPITAL PROJECTS FUNDS

FOR THE YEAR ENDING JUNE 30, 2021

ORIGINAL ☒ DATE APPROVED: _____

AMENDED _____ DATE APPROVED: _____

	(3021) SCHOOL CONSTRUCTION	TOTAL
REVENUES		
Local Sources	20,000.00	20,000.00
Intermediate Sources	0.00	0.00
State Sources	0.00	0.00
Federal Sources	0.00	0.00
16th Section Sources	0.00	0.00
Total Revenues	20,000.00	20,000.00
EXPENDITURES		
Instruction	0.00	0.00
Support Services	500,000.00	500,000.00
Noninstructional Services	0.00	0.00
16th Section	0.00	0.00
Facilities Acquisition & Const	25,000.00	25,000.00
Debt Services:		
Principal	0.00	0.00
Interest	0.00	0.00
Other	0.00	0.00
Total Expenditures	525,000.00	525,000.00
Excess (Def) of Rev Over Exp	(505,000.00)	(505,000.00)
OTHER FINANCING SRCS (USES)		
Proceeds of Gen Oblig Bonds	0.00	0.00
Proceeds of Refunding Bonds	0.00	0.00
Proceeds of Loan(s)	0.00	0.00
Inception of Capital Lease(s)	0.00	0.00
Premium on Debt Issuance	0.00	0.00
Insurance Loss Recoveries	0.00	0.00
Sale of Trans Equipment	0.00	0.00
Sale of Other Property	0.00	0.00
Indirect Costs	0.00	0.00
Other Transfers In	500,000.00	500,000.00
Pmts to Escrow Agent	0.00	0.00
Misc Other Financing Srcs	0.00	0.00
Indirect Costs Transfers Out	0.00	0.00
Other Transfers Out	0.00	0.00
Pmt to Ref Bond Escrow Agent	0.00	0.00
Pmt to Qual Zone Ac Debt Esc	0.00	0.00
Misc Other Financing Use	0.00	0.00
Total Other Fin Srcs (Uses)	500,000.00	500,000.00
Net Change in Fund Balance	(5,000.00)	(5,000.00)

Gulfport School District
COMBINING BUDGET - CAPITAL PROJECTS FUNDS
FOR THE YEAR ENDING JUNE 30, 2021

ORIGINAL X DATE APPROVED: _____
AMENDED _____ DATE APPROVED: _____

FUND BALANCE / RETAINED EARNINGS

July 1, 2020	1,000,000.00	1,000,000.00
Direct Inc (Dec) in Fund Balance	0.00	0.00
July 1, 2020, as restated	1,000,000.00	1,000,000.00
Increase (Decr) in Rsrv for Inv	0.00	0.00
June 30, 2021	995,000.00	995,000.00

The above Original / Amended combining budget has been approved by the school board as noted in our board minutes dated 7/6/20

Board President: [Signature] (signature) Date: 7/6/20

Steven Warren (printed name)

Board Secretary: [Signature] (signature) Date: 7/6/20

Gerald Norris (printed name)

Gulfport School District

COMBINING BUDGET - DEBT SERVICE FUNDS

FOR THE YEAR ENDING JUNE 30, 2021

ORIGINAL X DATE APPROVED: _____

AMENDED _____ DATE APPROVED: _____

	(4021) THREE MILL NOTE	(4031) BOND ISSUES RETIREMENT FUND	TOTAL
REVENUES			
Local Sources	246,000.00	3,300,656.00	3,546,656.00
Intermediate Sources	0.00	0.00	0.00
State Sources	0.00	0.00	0.00
Federal Sources	0.00	0.00	0.00
16th Section Sources	0.00	0.00	0.00
Total Revenues	246,000.00	3,300,656.00	3,546,656.00
EXPENDITURES			
Instruction	0.00	0.00	0.00
Support Services	0.00	0.00	0.00
Noninstructional Services	0.00	0.00	0.00
16th Section	0.00	0.00	0.00
Facilities Acquisition & Const	0.00	0.00	0.00
Debt Services:			
Principal	621,000.00	1,815,000.00	2,436,000.00
Interest	149,588.00	1,465,656.00	1,615,244.00
Other	2,000.00	5,000.00	7,000.00
Total Expenditures	772,588.00	3,285,656.00	4,058,244.00
Excess (Def) of Rev Over Exp	(526,588.00)	15,000.00	(511,588.00)
OTHER FINANCING SRCS (USES)			
Proceeds of Gen Oblig Bonds	0.00	0.00	0.00
Proceeds of Refunding Bonds	0.00	0.00	0.00
Proceeds of Loan(s)	0.00	0.00	0.00
Inception of Capital Lease(s)	0.00	0.00	0.00
Premium on Debt Issuance	0.00	0.00	0.00
Insurance Loss Recoveries	0.00	0.00	0.00
Sale of Trans Equipment	0.00	0.00	0.00
Sale of Other Property	0.00	0.00	0.00
Indirect Costs	0.00	0.00	0.00
Other Transfers In	526,588.00	0.00	526,588.00
Pmts to Escrow Agent	0.00	0.00	0.00
Misc Other Financing Srcs	0.00	0.00	0.00
Indirect Costs Transfers Out	0.00	0.00	0.00
Other Transfers Out	0.00	0.00	0.00
Pmt to Ref Bond Escrow Agent	0.00	0.00	0.00
Pmt to Qual Zone Ac Debt Esc	0.00	0.00	0.00
Misc Other Financing Use	0.00	0.00	0.00
Total Other Fin Srcs (Uses)	526,588.00	0.00	526,588.00

Gulfport School District
COMBINING BUDGET - DEBT SERVICE FUNDS
FOR THE YEAR ENDING JUNE 30, 2021

ORIGINAL X DATE APPROVED: _____

AMENDED _____ DATE APPROVED: _____

Net Change in Fund Balance	0.00	15,000.00	15,000.00
FUND BALANCE / RETAINED EARNINGS			
July 1, 2020			
Direct Inc (Dec) in Fund Balance	0.00	0.00	0.00
July 1, 2020, as restated	0.00	0.00	0.00
Increase (Decr) in Rsrv for Inv	0.00	0.00	0.00
June 30, 2021	0.00	15,000.00	15,000.00

The above Original / Amended combining budget has been approved by the school board as noted in our board minutes dated 7/6/20

Board President:  (signature) Date: 7/6/20
Steven Warren (printed name)

Board Secretary:  (signature) Date: 7/6/20
Gerald Norris (printed name)

BUDGET CERTIFICATION

Date:

To: State Superintendent of Education

This is to certify that the FY 2021 budget of estimated revenues and expenditures for the support, maintenance and operation of this school district has been filed with the tax levying authority as required by Section 37-61-9, Mississippi Code of 1972 (Ann.), as amended.

Name of District: Gulfport School District	District No.: 2421
Date budget filed with taxing authority:	
Signature of Superintendent: <u>Allen V. Cast</u>	
Signature of School Board Chairman: <u>[Signature]</u>	
Signature of Taxing Authority Official: <u>Gerald Bellocq</u>	
Title of Taxing Authority Official: <u>COMPTROLLER/CITY CLERK</u>	

Please submit to the Office of School Financial Services via SharePoint. Place in the appropriate fiscal year folder for Annual Forms prior to August 15th.

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Terri Goad, Procurement Specialist

Date: August 10, 2020

Re: Arizona Vortex Tripod Kit
Fire Department

I have reviewed the quotes received on the above referenced item and find Emergency Vehicle Specialists to be the lowest and best bid for a total amount of \$5,031.53.

I have issued Purchase Order #211504 accordingly and respectfully request you to spread this across the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.

Arizona Vortex Tripod Kit Fire Department Bids Received 08/07/2020 PO #211504			
	Emergency Vehicle Specialists	Sunbelt Fire	CMC
	Unit Price	Unit Price	Unit Price
Arizona Vortex Tripod Kit CMC727300	\$ 5,031.53	\$ 5,031.53	\$ 5,080.00
TOTALS	\$ 5,031.53	\$ 5,031.53	\$ 5,080.00



6740 Cortona Dr.
Goleta, CA 93117
P: 805-562-9120
F: 805-562-9870
cmcpro.com

Quote: 806175
Customer: 52767
Date Quoted: 7/15/2020

To:

GULFPORT FIRE DEPT
1515 23rd AVE
GULFPORT MS 29501
UNITED STATES

Quote Valid Thru: 10/31/2020

Terms: Prepaid

Attn:

Line	Part	Description	Qty	Unit Price	Net Price
1	727300-01	ARIZONA VORTEX, MULTIPOD KIT	1 Each	\$4,975.00	\$4,975.00

QUOTE - Miscellaneous Charge -

Shipping - Outbound 105.00

SubTotal	\$4,975.00
Discount Total	0.00
Total Taxes	\$0.00
Shipping/Handling/Misc Charges	\$0.00
Quote Misc Charges	\$105.00
Quote Total	\$5,080.00



8050 McGowin Dr.
Fairhope, AL 36532
(251) 928-9917 · (800) 642-8484
(251) 928-9933 Fax
www.sunbeltfire.com

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS INVOICE.
NO RETURNS ON ELECTRICAL OR SPECIAL ORDER PARTS.
NO RETURNS AFTER 30 DAYS. 10% RE-STOCK CHARGE ON ALL RETURNED PARTS.

DISCLAIMER OF WARRANTIES

Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

DATE ENTERED 15 JUL 20	YOUR ORDER NO. PULLEY QUOTE	DATE SHIPPED 15 JUL 20	INVOICE DATE	INVOICE NUMBER Q956862
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**** QUOTE ONLY-DO NOT PAY!! ****

S
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ACCOUNT NO. 46
CITY OF GULFPORT
PO BOX 1780
GULFPORT, MS 39502

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PAGE 1 OF 1
GULFPORT FIRE DEPT
1515 23RD AVENUE
GULFPORT, MS 39501

(228) 868-5950

SHIP VIA UPS			SLSM. KB	B/L NO.	TERMS DUE ON RECEIPT	F.O.B. POINT FAIRHOPE, AL
QTY 1	SHIP 1	B.O. 0	PART NO. DESCRIPTION LIST NET AMOUNT			
			CMC727300 TRIPOD, ARIZONA VORTEX			
			FREIGHT NOT INCLUDED IN QUOTE			
			**** QUOTE ONLY - DO NOT PAY! ****			
Thank you for allowing us to be of service to you! We appreciate your business. Please let us know if we did not meet your expectations or if we do not stock something you need.			PARTS			
			SUBLET			
			FREIGHT			
			SALES TAX			
			TOTAL			
CUSTOMER'S SIGNATURE X			5,169.00			
			0.00			
			0.00			
			\$5,169.00			



EMERGENCY VEHICLE SPECIALISTS

191HS202T

SALES QUOTE

800-233-5053

www.gwevs.com

CONWAY, AR

OLIVE BRANCH, MS

MEMPHIS, TN

NASHVILLE, TN

Quote Number 00000180

Date 7/23/2020

Expiration Date 8/24/2020

Contact Name Chad Bryant

Company Name Gulfport Fire Department

Account Number 3482

Bill To United States

Ship To Finance Administration Dept
Gulfport, Mississippi 39502
United States

Telephone

Salesperson Tim Harris

Freight To Be Added On Order

Salesperson Email tharris@gwevs.com

Quantity	Vendor	Part Number	Description	Unit Price	Total Price
1.00	CMC Rescue	727300	Arizona Vortex Kit	\$5,031.53	\$5,031.53

Quoted By Larry Sanders

Quoted By Email lsanders@gwevs.com

Subtotal \$5,031.53

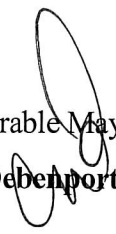
Tax \$0.00

Total \$5,031.53

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From:  Connie Debenport, Procurement Manager

Date: July 31, 2020

Re: **Furniture for Fire Station #9**
Fire Department

I have reviewed the quotes received on the above referenced item and find Gulf Coast Business Supply to be the lowest and best bid for a total amount of \$11,606.00

I have issued Purchase Order #211377 accordingly and respectfully request you to spread this across the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.

Furniture - Fire Station #9

PO #211377

		Gulf Coast Business		Southern Office Sales		The Office Market	
32 X 24 Nesting training table	9	\$ 599.00	\$ 5,391.00	\$ 343.04	\$ 3,087.36	\$ 349.90	\$ 3,149.10
Stackable training chairs	24	\$ 117.00	\$ 2,808.00	\$ 446.99	\$ 10,727.76	\$ 455.93	\$ 10,942.32
Captains High Back leather chair	1	\$ 275.00	\$ 275.00	\$ 327.66	\$ 327.66	\$ 327.66	\$ 327.66
Chairs	2	\$ 239.00	\$ 478.00	267.11	534.22	287.11	574.22
Night stand tables	8	\$ 79.00	\$ 632.00	\$ 115.52	\$ 924.16	117.83	942.64
Waiting room chairs	1	\$ 735.00	\$ 735.00	\$ 1,257.00	\$ 1,257.00	\$ 731.28	\$ 731.28
Black high back conferene room	11	\$ 117.00	\$ 1,287.00	\$ 158.81	\$ 1,746.91	\$ 154.05	\$ 1,694.55
			\$ 11,606.00	\$	\$ 18,605.07	\$	\$ 18,361.77

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: **Connie Debenport**, Procurement Manager

Date: August 4, 2020

Re: **Fitness Equipment for Fire Station #9**
Fire Department

I have reviewed the quotes received on the above referenced item and find Rhodes Strength Training of Gulfport, MS to be the lowest and best bid for a total amount \$24,248.93.

I have issued Purchase Order #211401 accordingly and respectfully request you to spread this across the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.

Fitness Equipment for Fire Station #9			Rhodes Strength Training		Promaxima		American Fitness & Sport	
PO #211401			Unit	Extended	Unit	Extended	Unit	Extended
4	Power / Olympic bars, 1500 lb s. tested strength		\$ 180.00	\$ 720.00	\$ 189.00	\$ 756.00	\$ 189.00	\$ 756.00
8	45 lb. Red bumper plates, Solid with stainless steel inserts		\$ 83.95	\$ 671.60	\$ 88.00	\$ 704.00	\$ 88.00	\$ 704.00
8	35 lb. Blue bumper plates, Solid with stainless steel insert s		\$ 65.95	\$ 527.60	\$ 69.00	\$ 552.00	\$ 69.00	\$ 552.00
8	25 lb. Yello w bumper plates, Solid with sta inless steel 1 in serts		\$ 53.95	\$ 431.60	\$ 57.00	\$ 456.00	\$ 57.00	\$ 456.00
8	15 lb. Black bumper plates, Solid with sta inless steel inserts		\$ 35.95	\$ 287.60	\$ 38.00	\$ 304.00	\$ 38.00	\$ 304.00
8	10 lb. Black bumper plates, Power bumpoer metal center		\$ 30.00	\$ 240.00	\$ 32.00	\$ 256.00	\$ 32.00	\$ 256.00
2	Deluxe adjustable benches, with wheels, no pop pins, foot lever ad justable FW-150		\$ 455.00	\$ 910.00	\$ 477.00	\$ 954.00	\$ 477.00	\$ 954.00
4	Pairs Lockjaw collars		\$ 35.95	\$ 143.80	\$ 38.00	\$ 152.00	\$ 38.00	\$ 152.00
1	Olym_pic Power EZ Curl bar		\$ 147.95	\$ 147.95	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
800	Rubber encased hex dumbbe lls 10-50 lbs. in 5 lb. increment s, 60 lb. & 70 lb.		\$ 1.35	\$ 1,080.00	\$ 1.84	\$ 1,470.00	\$ 1.45	\$ 1,160.00
1	Dum bbell Rack, 9 foot long, PLR-500A		\$ 390.00	\$ 390.00	\$ 410.00	\$ 410.00	\$ 410.00	\$ 410.00
1	Olympic bar holder, FW-48		\$ 160.95	\$ 160.95	\$ 169.00	\$ 169.00	\$ 169.00	\$ 169.00
1	Slam ball rack, uprig ht, FW-103L		\$ 257.95	\$ 257.95	\$ 269.00	\$ 269.00	\$ 269.00	\$ 269.00
150	Kettlebells, 1 each - 10, 15, 20, 25, 35, 45 rubber encased with chrome handles		\$ 2.10	\$ 315.00	\$ 2.50	\$ 375.00	\$ 2.50	\$ 375.00
1	Seated preacher curl, PLR 450		\$ 402.38	\$ 402.38	\$ 422.00	\$ 422.00	\$ 430.00	\$ 430.00
1	Adjustable cable crossover, selec table, 150 lb. weight stack with chin up station		\$ 1,795.00	\$ 1,795.00	\$ 1,885.00	\$ 1,885.00	\$ 1,885.00	\$ 1,885.00
8	PLYO FOAM boxes 20, 24, 20 inches		\$ 327.95	\$ 2,623.60	\$ 344.00	\$ 2,752.00	\$ 344.00	\$ 2,752.00
1	Plate Rack, A frame, 4 sided, FW-121		\$ 310.00	\$ 310.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00
1	10 lb. slam ball		\$ 23.95	\$ 23.95	\$ 25.00	\$ 25.00	\$ 30.00	\$ 30.00
1	15 lb. slam ball		\$ 29.95	\$ 29.95	\$ 32.00	\$ 32.00	\$ 35.00	\$ 35.00
1	20 lb. s lam ball		\$ 41.95	\$ 41.95	\$ 45.00	\$ 45.00	\$ 40.00	\$ 40.00
1	25 lb. slam ball		\$ 47.95	\$ 47.95	\$ 51.00	\$ 51.00	\$ 50.00	\$ 50.00
1	30 lb. slam ball		\$ 53.95	\$ 53.95	\$ 57.00	\$ 57.00	\$ 55.00	\$ 55.00
1	Club Rower, C V-1100, Chain driven, 500lb user weight, program interval functions		\$ 1,095.00	\$ 1,095.00	\$ 1,150.00	\$ 1,150.00	\$ 1,150.00	\$ 1,150.00
1	Centurion Step Mill, CV-SM5, Full Commercial, revolving stairs, speed		\$ 4,795.00	\$ 4,795.00	\$ 5,034.00	\$ 5,034.00	\$ 5,034.00	\$ 5,034.00
	Treadmill . Ga laxy series, Full Commercial GT5, Fans Blue LED Matrix window							
	Reading rack, telemetric HR, 0.2 to 13.2 mph, 15% incline, 4 hp. ac, no maintenance drive motor, cushion ck system 500 lb. user weight							
1	PRO FULL power rack, 3"X 3" X 7 gauge steel notched uprights, 2 heavy duty bar hooks, safety catch arms, weight plate and bar storage, chin up station		\$ 2,850.00	\$ 2,850.00	\$ 2,992.00	\$ 2,992.00	\$ 2,992.00	\$ 2,992.00
1	Wide grip - low row handle		\$ 1,457.00	\$ 1,457.00	\$ 1,530.00	\$ 1,530.00	\$ 1,530.00	\$ 1,530.00
1	Tricep rope pull down		\$ 47.95	\$ 47.95	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
1	Single land mine		\$ 36.25	\$ 36.25	\$ 38.00	\$ 38.00	\$ 38.00	\$ 38.00
1			\$ 59.95	\$ 59.95	\$ 55.00	\$ 55.00	\$ 62.00	\$ 62.00
	Sub-Total			\$ 21,953.93		\$ 23,420.00		\$ 23,125.00
	Freight/Delivery			\$2,295.00		\$ 2,175.00		\$ 2,750.00
	TOTAL			\$24,248.93		\$ 25,595.00		\$ 25,875.00

HPE DL360 Server Police Department Bids Received 08/04/2020 PO #211467			
	SHI International Corp	Next Step Innovation	ITSAVVY LLC
	Unit Price	Unit Price	Unit Price
HPE DL360 GEN10 8 SFF CTO SERVER AND Q8H72A HPE NS HF HYBRID CTO BASE ARRAY	\$ 150,817.60	\$ 167,232.69	\$ 231,289.48
TOTALS	\$ 150,817.60	\$ 167,232.69	\$ 231,289.48

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Terri Goad, Procurement Specialist

Date: August 6, 2020

Re: HPE DL360 Server
Police Department

I have reviewed the quotes received on the above referenced item and find SHI International Corp to be the lowest and best bid for a total amount of \$150,817.60.

I have issued Purchase Order #211467 accordingly and respectfully request you to spread this across the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.



Pricing Proposal
Quotation #: 18771376
Created On: 4/19/2020
Valid Until: 8/28/2020

City of Gulfport Information System

Paul Schroeder

1422 23rd Ave 2nd Floor
Gulfport, MS 39501
United States
Phone:
Fax:
Email: informationsystems@gulfport-ms.gov

MS State Gov Account Executive

Hermalinda Shirley

961 Carl Harper Road
Meridian MS 39301
Phone: 601-632-0007
Fax: 1-888-394-5322
Email: Hermalinda_Shirley@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 HPE DL360 GEN10 8SFF CTO SERVER Hewlett Packard Enterprise - Part#: 867959-B21 Contract Name: Open Market Contract #: Open Market	3	\$968.25	\$2,904.75
2 U.S. - ENGLISH LOCALIZATION Hewlett Packard Enterprise - Part#: 867959-B21 ABA Contract Name: Open Market Contract #: Open Market	3	\$0.00	\$0.00
3 HPE DL360 GEN10 XEON-S 4114 FIO KIT Hewlett Packard Enterprise - Part#: 860657-L21 Contract Name: Open Market Contract #: Open Market	3	\$666.20	\$1,998.60
4 HPE DL360 GEN10 XEON-S 4114 KIT Hewlett Packard Enterprise - Part#: 860657-B21 Contract Name: Open Market Contract #: Open Market	3	\$666.20	\$1,998.60
5 HPE 32GB 2RX4 PC4-2666V-R SMART KIT Hewlett Packard Enterprise - Part#: 815100-B21 Contract Name: Open Market Contract #: Open Market	48	\$638.28	\$30,637.44
6 HPE DL360 GEN10 8SFF DP/USB/ODD BLNK KIT Hewlett Packard Enterprise - Part#: 868000-B21 Contract Name: Open Market Contract #: Open Market	3	\$39.32	\$117.96
7 HPE 9.5MM SATA DVD-ROM OPTICAL DRIVE Hewlett Packard Enterprise - Part#: 726536-B21 Contract Name: Open Market Contract #: Open Market	3	\$56.42	\$169.26

20491 server
20180 disk array

8	HPE ETH 10GB 2P 535T ADPTR Hewlett Packard Enterprise - Part#: 813661-B21 Contract Name: Open Market Contract #: Open Market	3	\$432.55	\$1,297.65
9	HPE FLEXFBRC 10GB 4P 536FLR-T ADPTR Hewlett Packard Enterprise - Part#: 764302-B21 Contract Name: Open Market Contract #: Open Market	3	\$487.26	\$1,461.78
10	HPE 800W FS PLAT HT PLG LH PWR SPLY KIT Hewlett Packard Enterprise - Part#: 865414-B21 Contract Name: Open Market Contract #: Open Market	6	\$205.16	\$1,230.96
11	HPE ILO ADV 1-SVR LIC 3YR SUPPORT Hewlett Packard Enterprise - Part#: BD505A Contract Name: Open Market Contract #: Open Market	3	\$267.28	\$801.84
12	HPE 8GB DUAL MICROSD USB FLASH DRIVE Hewlett Packard Enterprise - Part#: 741279-B21 Contract Name: Open Market Contract #: Open Market	3	\$107.71	\$323.13
13	HPE 1U CMA FOR EASY INSTALL RAIL KIT Hewlett Packard Enterprise - Part#: 734811-B21 Contract Name: Open Market Contract #: Open Market	3	\$22.80	\$68.40
14	HPE 1U GEN10 SFF EASY INSTALL RAIL KIT Hewlett Packard Enterprise - Part#: 874543-B21 Contract Name: Open Market Contract #: Open Market	3	\$56.99	\$170.97
15	HPE 5Y PROACTIVE CARE 24X7 SERVICE Hewlett Packard Enterprise - Part#: H1K92A5 Contract Name: Open Market Contract #: Open Market	1	\$0.00	\$0.00
16	HPE ILO ADVANCED NON BLADE SUPPORT Hewlett Packard Enterprise - Part#: H1K92A5R2M Contract Name: Open Market Contract #: Open Market	3	\$78.54	\$235.62
17	HPE DL360 GEN10 SUPPORT Hewlett Packard Enterprise - Part#: H1K92A5WAG Contract Name: Open Market Contract #: Open Market	3	\$4,154.67	\$12,464.01
18	HPE NS HF20 HYBRID CTO BASE ARRAY Hewlett Packard Enterprise - Part#: Q8H72A Contract Name: Open Market Contract #: Open Market	2	\$12,969.74	\$25,939.48
19	HPE NS HF20/20C HYBRID 21TB FIO HDD BNDL Hewlett Packard Enterprise - Part#: Q8B68B Contract Name: Open Market Contract #: Open Market	2	\$4,988.37	\$9,976.74

20	HPE NS 2X10GBASE-T 2P FIO ADPTR KIT Hewlett Packard Enterprise - Part#: Q8B86B Contract Name: Open Market Contract #: Open Market	4	\$1,662.78	\$6,651.12
21	HPE NS NOS DEFAULT FIO SOFTWARE Hewlett Packard Enterprise - Part#: Q8G27B Contract Name: Open Market Contract #: Open Market	2	\$0.78	\$1.56
22	HPE NS HF20 R2 5.76TB FIO CACHE BNDL Hewlett Packard Enterprise - Part#: Q8J30A Contract Name: Open Market Contract #: Open Market	2	\$11,680.00	\$23,360.00
23	HPE NS AF/HF ARRAY STANDARD TRK Hewlett Packard Enterprise - Part#: R3P91A Contract Name: Open Market Contract #: Open Market	2	\$0.33	\$0.66
24	HPE NS 5Y 4H PARTS EXCHANGE SUPPORT Hewlett Packard Enterprise - Part#: HT6Z0A5 Contract Name: Open Market Contract #: Open Market	1	\$0.00	\$0.00
25	HPE NS HF20/20C HYBRID 21TBHDD BNDL SUPP Hewlett Packard Enterprise - Part#: HT6Z0A5ZED Contract Name: Open Market Contract #: Open Market	2	\$1,729.90	\$3,459.80
26	HPE NS HF20 5.76TB CACHE SUPP Hewlett Packard Enterprise - Part#: HT6Z0A5ZE7 Contract Name: Open Market Contract #: Open Market	2	\$3,525.77	\$7,051.54
27	HPE NS HF20 HYBRID BASE ARRAY SUPP Hewlett Packard Enterprise - Part#: HT6Z0A5ZEB Contract Name: Open Market Contract #: Open Market	2	\$6,658.42	\$13,316.84
28	HPE NS 2X10GBASE-T 2P ADPTR SUPP Hewlett Packard Enterprise - Part#: HT6Z0A5ZES Contract Name: Open Market Contract #: Open Market	4	\$1,101.72	\$4,406.88
29	HPE Nimble Storage - Power cable - IEC 60320 C13 to IEC 60320 C14 - 250 V - 10 A - 1.8 m - factory integrated - for Nimble Storage Adaptive Flash HF20, HF40, HF60; Nimble Storage All Flash AF20, AF60, AF80 Hewlett Packard Enterprise - Part#: Q8J27A Contract Name: Open Market Contract #: Open Market	4	\$0.33	\$1.32
			Shipping Total	\$770.69 \$150,817.60

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Please Note: Hewlett Packard Enterprise has a zero returns policy on custom build machines.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Quotes may be updated to reflect changes due to industry wide constraints and fluctuations

The products offered under this proposal are Open Market and resold in accordance with the terms and conditions at SHI Online Customer Resale Terms and Conditions.



Taking your technology to the next step!

PO Box 12707
Jackson, MS 39236

Phone (601) 708-4500
Fax (866) 412-4090

QUOTE

Quote # NSQ36369
Date 07/09/2020
Sales Rep. Micah Edmonds
micah_edmonds@nextstepinnovation.com

HPE DL360 Gen10 Servers

Bill To:

City of Gulfport

ATTN: Finance & Administration Department
P.O. Box 1780
Gulfport, MS 39502

Ship To:

City of Gulfport

Information Systems
1422 23rd Avenue
Second Floor
Gulfport, MS 39501

Qty	Part Number	Description	Unit Price	Ext. Price
3	867959-B21	HPE DL360 Gen10 8SFF CTO Server	\$1088.45	\$3265.35
3	867959-B21#ABA	U.S. - English localization	\$0.00	\$0.00
3	860657-L21	HPE DL360 Gen10 Xeon-S 4114 FIO Kit	\$748.91	\$2246.73
3	860657-B21	HPE DL360 Gen10 Xeon-S 4114 Kit	\$748.91	\$2246.73
48	815100-B21	HPE 32GB 2Rx4 PC4-2666V-R Smart Kit	\$682.29	\$32749.92
3	868000-B21	HPE DL360 Gen10 8SFF DP/USB/ODD Blink Kit	\$44.21	\$132.63
3	726536-B21	HPE 9.5mm SATA DVD-ROM Optical Drive	\$63.43	\$190.29
3	813661-B21	HPE Eth 10Gb 2p 535T Adptr	\$486.24	\$1458.72
3	764302-B21	HPE Flexfbrc 10Gb 4P 536FLR-T Adptr	\$547.75	\$1643.25
6	865414-B21	HPE 800W FS Plat Ht Plg LH Pwr Sply Kit	\$230.63	\$1383.78
3	BD505A	HPE iLO Adv 1-svr Lic 3yr Support	\$300.47	\$901.41
3	741279-B21	HPE 8GB Dual microSD USB Flash Drive	\$121.08	\$363.24
3	734811-B21	HPE 1U CMA for Easy Install Rail Kit	\$25.63	\$76.89
3	874543-B21	HPE 1U Gen10 SFF Easy Install Rail Kit	\$64.06	\$192.18
1	H1K92A5	HPE 5Y Proactive Care 24x7 Service	\$0.00	\$0.00
3	H1K92A5#R2M	HPE iLO Advanced Non Blade Support	\$83.55	\$250.65
3	H1K92A5#WAG	HPE DL360 Gen10 Support	\$4697.76	\$14093.28
2	Q8H72A	HPE NS HF20 Hybrid CTO Base Array	\$14723.28	\$29446.56
2	Q8B68B	HPE NS HF20/20C Hybrid 21TB FIO HDD Bndl	\$5662.80	\$11325.60
4	Q8B86B	HPE NS 2x10GBASE-T 2p FIO Adptr Kit	\$1887.60	\$7550.40

Qty	Part Number	Description	Unit Price	Ext. Price
2	Q8G27B	HPE NS NOS Default FIO Software		
4	Q8J27A	HPE NS C13 to C14 FIO Power Cord	\$0.84	\$1.68
2	Q8J30A	HPE NS HF20 R2 5.76TB FIO Cache Bndl	\$0.37	\$1.48
2	R3P91A	HPE NS AF/HF Array Standard Trk	\$13581.28	\$27162.56
1	HT6Z0A5	HPE NS 5Y 4H Parts Exchange Support	\$0.37	\$0.74
2	HT6Z0A5#ZED	HPE NS HF20/20C Hybrid 21TBHDD Bndl Supp	\$0.00	\$0.00
2	HT6Z0A5#ZE7	HPE NS HF20 5.76TB Cache Supp	\$1871.64	\$3743.28
2	HT6Z0A5#ZEB	HPE NS HF20 Hybrid Base Array Supp	\$3814.67	\$7629.34
4	HT6Z0A5#ZES	HPE NS 2x10GBASE-T 2p Adptr Supp	\$7204.00	\$14408.00
			\$1192.00	\$4768.00
		Subtotal		\$167232.69
		Tax		\$0.00
		Shipping		FREE
		TOTAL		\$167232.69

This quote is valid for 30 days.

**THIS IS NOT AN INVOICE
DO NOT PAY**

www.nextstepinnovation.com



IT PRODUCTS TECHNOLOGY SOLUTIONS PEACE OF MIND

ITSavvy LLC
313 South Rohlwing Road
Addison, IL 60101
www.ITSavvy.com

Quote Details	
Quote #:	3378700
Date:	07/09/2020
Payment Method:	Net 30 Days
Client PO#:	
Cost Center:	
Shipping Method:	Ground

Bill To:
ACCT #: 555576
City of Gulfport
Accounts Payable
PO Box 1780
Gulfport, MS 39502
United States
228-868-5705

Ship To:
City of Gulfport
Information Systems
1422 23rd Ave
2
Gulfport, MS 39501-2055
United States
228-868-5705

Client Contact:
Allison Stachura
(P) 228-868-5734
acstachura@gulfport-ms.gov

Client Executive:
Ryan Notley
(P) 312.676.5235
(F) 312.676.5236
rnotley@ITSavvy.com

Description: Servers- Revised

Item Description	Part #	Qty	Unit Price	Total
1 HPE NS HF20 Hybrid CTO Base Array Manufacturer Part #: Q8H72A Gulfport	22363787	2	\$25,452.63	\$50,905.26
2 HPE Nimble Storage HDD Bundle Hard drive - 1 TB (pack of 21) - for Nimble Storage Adaptive Flash HF20 Base Array, HF20C Base Array Manufacturer Part #: Q8B68B	21059919	2	\$9,789.47	\$19,578.94
3 HPE Nimble Storage NOS Default Software License Manufacturer Part #: Q8G27B	21055737	2	\$0.79	\$1.58
4 HPE Nimble Storage Power cable - IEC 60320 C13 to IEC 60320 C14 - 250 V - 10 A - 6 ft - factory integrated - for Nimble Storage Adaptive Flash HF20, HF40, HF60; Nimble Storage All Flash AF20, AF60, AF80 Manufacturer Part #: Q8J27A	21055747	4	\$0.65	\$2.60
5 HPE Nimble Storage Cache Bundle Solid state drive - 960 GB - factory integrated (pack of 6) - for Nimble Storage Adaptive Flash HF20 Base Array Manufacturer Part #: Q8J30A	21055748	2	\$23,478.42	\$46,956.84
6 HPE NIMBLE HARDWARE NS AF HF ARRAY STD TRK Manufacturer Part #: R3P91A	22044287	2	\$0.65	\$1.30
7 HPE Nimble Storage Foundation Care 4H Parts Exchange Support Extended service agreement - advance parts replacement (for 21TB storage array) - 5 years - shipment - 24x7 - response time: 4 h - for P/N: Q8B68B Manufacturer Part #: HT6Z0A5#ZED	21069702	2	\$1,907.62	\$3,815.24
8 HPE Nimble Storage Foundation Care 4H Parts Exchange Support Extended service agreement - advance parts replacement - 5 years - shipment - 24x7 - response time: 4 h - for P/N: Q8H81A, Q8H86A, Q8J30A Manufacturer Part #: HT6Z0A5#ZE7	21074262	2	\$3,891.16	\$7,782.32
9 HPE Nimble Storage Foundation Care 4H Parts Exchange Support Extended service agreement - advance parts replacement - 5 years - shipment - 24x7 - response time: 4 h - for P/N: Q8H70A, Q8H71A, Q8H71AR, Q8H72A, Q8H72AR Manufacturer Part #: HT6Z0A5#ZEB	21054924	2	\$7,342.48	\$14,684.96
10 HPE ProLiant DL360 Gen10 Server - rack-mountable - 1U - 2-way - no CPU - RAM 0 GB - SATA - hot-swap 2.5" - no HDD - GigE - monitor: none - CTO Manufacturer Part #: 867959-B21	20605246	3	\$1,234.01	\$3,702.03
11 Intel Xeon Silver 4114 2.2 GHz - 10-core - 20 threads - 13.75 MB cache - LGA3647 Socket - factory integrated Manufacturer Part #: 860657-L21	22218654	3	\$840.94	\$2,522.82
12 Intel Xeon Silver 4114 2.2 GHz - 10-core - 20 threads - 13.75 MB cache - LGA3647 Socket - for ProLiant DL360 Gen10 Manufacturer Part #: 860657-B21	20587058	3	\$840.94	\$2,522.82
13 HPE SmartMemory DDR4 - 32 GB - DIMM 288-pin - 2666 MHz / PC4-21300 - CL19 - 1.2 V - registered - ECC Manufacturer Part #: 815100-B21	20586832	48	\$805.00	\$38,640.00
14 HPE Blank panels kit - for ProLiant DL360 Gen10 Manufacturer Part #: 868000-B21	20587110	3	\$49.63	\$148.89

15 HPE

Disk drive - DVD-ROM - Serial ATA - internal - HP jack black - for ProLiant DL325 Gen10, DL360 Gen10, DL380 Gen10, DL385 Gen10, DL388 Gen10, ML350 Gen10
Manufacturer Part #: 726536-B21

16160572 3 \$71.22 \$213.66

16 HPE 535T

Network adapter 2 - 10 GbE - for ProLiant DL180 Gen10, DL325 Gen10, DL360 Gen10, DL380 Gen10, DL388 Gen10, ML350 Gen10
Manufacturer Part #: 813661-B21

20586984 3 \$546.00 \$1,638.00

17 HPE FlexFabric 536FLR-T

Network adapter - PCIe 3.0 x8 - 10Gb Ethernet x 4 - for Apollo 4200 Gen9; ProLiant DL325 Gen10, DL360 Gen10, DL380 Gen10, DL388 Gen10, XL450 Gen10
Manufacturer Part #: 764302-B21

20148797 3 \$615.06 \$1,845.18

18 HPE

Power supply - hot-plug / redundant (plug-in module) - Flex Slot - 80 PLUS Platinum - AC 100-240 V - 800 Watt - 908 VA
Manufacturer Part #: 865414-B21

20587080 6 \$258.97 \$1,553.82

19 HPE Integrated Lights-Out Advanced

License + 3 Years 24x7 Support - 1 server - for ProLiant DL160 Gen10, DL20 Gen9, DL360 Gen10, DL380 Gen10, DL580 Gen9, ML30 Gen9
Manufacturer Part #: BD505A

14055531 3 \$337.38 \$1,012.14

20 HPE

USB flash drive - 8 GB - Class 10 - USB 2.0 - for ProLiant DL325 Gen10, DL360 Gen10, DL380 Gen10, DL385 Gen10, DL388 Gen10, ML30 Gen9
Manufacturer Part #: 741279-B21

16470179 3 \$135.96 \$407.88

21 HPE

Cable management arm - 1U - for P/N: 734807-B21, 789388-B21, 872252-B21, 874543-B21, 879003-B21
Manufacturer Part #: 734811-B21

14053711 3 \$28.78 \$86.34

22 HPE Small Form Factor Easy Install Rail Kit

Rack rail kit - 1U - for Cloudline CL2600 Gen10; ProLiant DL360 Gen10, DX360 Gen10
Manufacturer Part #: 874543-B21

20587227 3 \$71.94 \$215.82

23 HPE Proactive Care 24x7 Software Service

Technical support - for HPE Integrated Lights-Out (ILO) Advanced Pack w/3 Years 24x7 Support - phone consulting - 5 years - 24x7 - response time: 2 h
Manufacturer Part #: H1K92A5#R2M

14737904 3 \$85.43 \$256.29

24 HPE Proactive Care 24x7 Service

Extended service agreement - parts and labor - 5 years - on-site - 24x7 - response time: 4 h
Manufacturer Part #: H1K92A5#WAG

20599485 3 \$4,869.65 \$14,608.95

25 HPE Nimble Storage 2-port Adapter Kit

Network adapter - 10Gb Ethernet x 2 - factory integrated - for Nimble Storage Adaptive Flash HF20, HF40, HF60; Nimble Storage All Flash AF20, AF60, AF80
Manufacturer Part #: Q8B86B

21055734 4 \$3,229.17 \$12,916.68

26 HPE NS 2x10GBASE-T 2p Adptr Supp

Manufacturer Part #: HT6Z0A5 ZES

22375909 4 \$1,204.78 \$4,819.12

27 HPE 5Y Proactive Care 24x7 Service

Manufacturer Part #: H1K92A5

22375910 1 \$0.00 \$0.00

28 HPE Nimble Storage Foundation Care 4H Parts Exchange Support

Extended service agreement - advance parts replacement - 5 years - shipment - 24x7 - response time: 4 h
Manufacturer Part #: HT6Z0A5

21725142 1 \$0.00 \$0.00

29 U.S. English localization - U.S. - English localization

Manufacturer Part #: 867959-B21 ABA

21094768 1 \$0.00 \$0.00

Fair Market Value

\$1 Buy Out

3 Year FMV / Year	5 Year FMV / Year	3 Year \$1 / Year	5 Year \$1 / Year
\$76,498.24	\$51,231.57	\$82,296.29	\$51,337.74

Subtotal: \$230,839.48

Shipping: \$450.00

Tax Exempt

TOTAL: \$231,289.48

Lease prices listed above are estimates. They apply for Public School and Municipal Entities only. They are based upon individual credit review and approval. Your final rates will be determined after credit review.

ITSavvy is always looking to deliver the lowest cost possible to our clients. This results in fluctuating prices that you will find are lower more often than not. However, prices are subject to increases without notice in the event of a manufacturer or distributor price increase. Available inventory is subject to change without notice. This document is a quotation only and is not an order or offer to sell.

We do accept credit cards for payment. However, if the credit card is provided after the order has been invoiced there will be a charge of 3% of the total purchase.

Unless specifically listed above, these prices do NOT include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material.

All non-recurring services are 50% due upon signing of contract, 40% due upon delivery of equipment, balance due upon install.

ITsavvy's General Terms and Conditions of Sale, which can be found at www.ITsavvy.com/termsandconditions, shall apply to and are incorporated into all agreements with Client, including all Orders.

Printed Name: _____

Title: _____

Authorized Signature: _____

Date: _____

**REPORT OF ELECTION COMMISSIONERS
TO THE HONORABLE CITY COUNCIL OF THE
MUNICIPALITY OF GULFPORT, MISSISSIPPI:**

We, the undersigned, duly qualified Election Commissioners of the Municipality of Gulfport, Harrison County, Mississippi, duly and legally authorized by law to hold a special election in the Municipality of Gulfport, Mississippi on the question of granting a franchise to Mississippi Power Company for a period of twenty-five (25) years, do hereby certify that on Tuesday, the 4th day of August, 2020, being the day fixed by the City Council of said Municipality of Gulfport, Mississippi, said election was held by us in strict accordance with the law.

That said election was duly and legally held, conducted and concluded; that the results of said election are as follows, to-wit:

For the Franchise

821

Against the Franchise

80

Ballots rejected because of improper marking

0

That a majority of the qualified electors of the Municipality of Gulfport, Mississippi, voting thereon, voted in favor of this franchise, and we, the undersigned Election Commissioners of the Municipality of Gulfport, Mississippi, do hereby certify that the election carried in favor of the Franchise.

This the 4th day of August, 2020.

Ray Fullen

Se

Mark Zwick

Dr. Brenda Dutton

Election Commissioners

FILED in my office this 5th day of August, 2020.

Gerard Bellocq

Gerard Bellocq
Clerk, Municipality of Gulfport, Mississippi

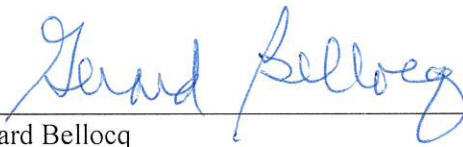
STATE OF MISSISSIPPI
COUNTY OF HARRISON

CERTIFICATE OF CLERK

I, Gerard Bellocq, Clerk of the Municipality of Gulfport, Mississippi, do hereby certify that I have, on the 9th of July, 2020, posted a notice dated July 7, 2020, of a special election to be held in the Municipality of Gulfport, Mississippi, on the 4th day of August, 2020, in at least three (3) public places within the Municipality of Gulfport, Mississippi, and that said notice remained so posted until at least August 5, 2020.

This Certificate has been recorded in the Minutes of the Municipality of Gulfport, Mississippi.

GIVEN UNDER my hand and the official seal of the Municipality of Gulfport, Mississippi, in this the 5th day of August, 2020.



Gerard Bellocq
Clerk, Municipality of Gulfport, Mississippi