



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, February 16, 2021

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

Appointments

- 1 Ratification - of appointment to the Election Commission.

Code Enforcement / Planning

- 2 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.
- 3 Certificate of Resubdivision (Short Form) - divide into two new parcels zoned I-2 (Heavy industry) - located at Glascock Drive - Case # 2103PC030 - Ward 5.

Ordinances

- 4 Ordinance - amending Section 7-11 of the City's Code of Ordinances, and for related purposes.
- 5 Ordinance - to establish and confirm polling places for the 2021 Municipal Elections in the City of Gulfport, Mississippi, and for related purposes.

Resolutions

- 6 Resolution - memorializing support of the Harrison County Board of Supervisors with respect to road repairs (re-paving) on Debuys Road (North of Pass Road) in the City of Gulfport, Mississippi and involving the City of Biloxi, to formalize request of the Board under the existing Interlocal Agreement, and for related purposes.
- 7 Resolution - approving Letters of Engagement and Agreements for updated Appraisal Services with Everette Ladner, III and Doug Singletary associated with Ship Island, authorizing execution of the same, and for related purposes.
- 8 Resolution - approving Agreement for Professional Consulting Services associated with Payroll Services, authorizing the Mayor to execute the same, and for related purposes.
- 9 Resolution - approving Agreement to Provide Services to the City of Gulfport, Mississippi, by Ascend Leadership, LLC of Jacksonville, Florida, and for related purposes.
- 10 Resolution - approving Contract for Professional Services associated with Hurricane Zeta damages, authorizing the Mayor to execute the same, and for related purposes.
- 11 Resolution - approving Engagement Letters with Mauldin & Jenkins, LLC, for audit work related to H2O Innovation Operation & Maintenance, for FYE 2020, and for related purposes.
- 12 Resolution - approving Plan associated with the BUILD Project, and for related purposes.
- 13 Resolution - approving Plan Sponsor Agreement with ProAct, Inc., and for related purposes.
- 14 Resolution - approving Preliminary Engineering Agreement with CSX Transportation, Inc., in connection with the Quad Gates at Highway 49 and CSX Railroad Project, and for related purposes.
- 15 Resolution - approving award to and agreement with LPK Architects - Gulf Coast, PA, for Engineering and Architectural Services in connection with the Federal Railroad Administration Grant - Depot Downtown Improvements Project, and for related purposes.

- 16 Resolution - approving Change Order No. 1 to Agreement with CrowderGulf, LLC, in connection with the Hurricane Zeta Debris Removal Project, and for related purposes.
- 17 Resolution - approving Second Amendment to License Agreement between Utility Service Communications Co., Inc. (Licensor) and Cellular South Real Estate, Inc., (Licensee) allowing for addition of certain and various pieces of equipment on Gulfport's Water Tank located on Jackson Street, and for related purposes.
- 18 Resolution - approving the temporary closure of municipal right of way for the First United Methodist Church Ash Wednesday Curbside Event to be held on Wednesday February 17, 2021, and for related purposes.
- 19 Resolution - accepting donation of Real Property related to Clower-Thornton Park, and for related purposes.
- 20 Resolution - authorizing the City Clerk to coordinate with Harrison County and the Circuit Clerk for use of Voting Machines and other supplies for the 2021 Municipal Elections, and for related purposes.

Budget Amendments / Docket of Claims

- 21 Budget Amendment #35 - increasing line item 277 Operating Supplies from PropertyRoom.com funds.
- 22 Docket of Claims - to be approved through February 17, 2021.

Routine Agenda

- 23 Resolution - awarding bids for lot clean-ups and/or demolitions.
- 24 Privilege License Report - for the month of January, 2021 - to be made a part of the minutes.
- 25 Ratification - of Easement and Vacation and Release of Easement - Stanfield - to be made a part of the minutes.
- 26 Ratification - of Oaths of Office- to be made part of the minutes
- 27 Ratification - of previously approved and executed Agreements, Contracts, and Documents - to be made a part of the minutes.

Public Agenda

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

Council Comments

Memorial Adjournment

- **Charles "Ray" Walley, Sr.**

Executive Session

Setting of Next Meeting and Adjournment



CITY OF GULFPORT
URBAN DEVELOPMENT
CODE ENFORCEMENT
POSTINGS

TABLE OF CONTENTS

WARD 3

PARCEL	LOCATION	OWNER
0810E-02-106.000	4509 INDIANA AVE	MCCREE CORNELL -EST-
0810E-02-038.000	4510 OHIO AVE	HAGENS ERNEST ETAL



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

January 21, 2021

MCCREE CORNELL -EST-
4509 INDIANA AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810E-02-106.000
4509 INDIANA 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:
UNSAFE STRUCTURE, IPMC 108.1.1	BRING BLDG UP TO CODE OR DEMO

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, 02/16/2021 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,

Verdina Sweat

Verdina Sweat - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES

Case Number: 7106



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

January 21, 2021

MCCREE CORNELL -EST-
MACK DALE MCCREE
40 JADE COURT
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0810E-02-106.000
4509 INDIANA AVE

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cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES

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Council Member: ELLA HOLMES-HINES

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January 21, 2021

HAGENS ERNEST ETAL
C/O TELLES HAGENS
1232 W 23RD ST
LONG BEACH, CA 90810

Reference: Tax Parcel Number: 0810E-02-038.000
4510 OHIO 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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cc: Mayor Billy Hewes

Council Member: ELLA HOLMES-HINES

Case Number: 7134



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cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES

Case Number: 7134

Jan 21, 2021

MEMORANDUM – CITY OF GULFPORT

Date: FEBRUARY 1, 2021

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 16th Day Of February, 2021.

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

MEMORANDUM – CITY OF GULFPORT

Date: FEBRUARY 1, 2021

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 16th Day Of February, 2021, To The City Council:

WARD 3

Parcel 1: 0810E-02-106.000. Lots 6 & 7 Blk 265 North Gulfport Secs 27/28-7-11. 4509 Indiana Ave. Demolish Structure, Haul Off All Trash/Debris. (Mccree Cornell -Est-) Case 7106

Parcel 2: 0810E-02-038.000. Lots 11 To 21 Inc Blk 267 North Gulfport Secs 27/28-7-11. 4510 Ohio Ave. Demolish Structure, Haul Off All Trash/Debris. (Hagens Ernest Etal) Case 7134

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 16TH day of February, 2021, 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 uncleanness 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 uncleanness as to be a menace to the public health, safety and welfare of the community are as follows:

- Parcel 1: 0810E-02-106.000. Lots 6 & 7 Blk 265 North Gulfport Secs 27/28-7-11. 4509 Indiana Ave. Demolish Structure, Haul Off All Trash/Debris. (Mccree Cornell - Est-) Case 7106
- Parcel 2: 0810E-02-038.000. Lots 11 To 21 Inc Blk 267 North Gulfport Secs 27/28-7-11. 4510 Ohio Ave. Demolish Structure, Haul Off All Trash/Debris. (Hagens Ernest Etal) Case 7134

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 _____, 2021.

(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 _____, 2021.

APPROVED:

MAYOR

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Gregory Holmes, Planning Administrator
Urban Development Department

Date: February 3, 2021

Re: **Short form Resubdivision Case 2103PC030:**
Harrison County Development Commission, property owner, requests to divide the 10.0-acre tax parcel 0909H-01-003.015 into two new parcels zoned I-2 (Heavy industry): located north of and adjacent to Glascock Drive, south of Seaway Road, east of Logan Cline Drive, and west of South Park Drive, in Ward 5.

Subject: Resubdivision of tax parcel number 0909H-01-003.015

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

Please place the attached item on the Council agenda for February 16, 2021.



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

APPLICATION FOR RESUBDIVISION

Property Information

TAX PARCEL #

0	9	0	9	H	-	0	1	-	0	0	3	•	0	1	5
					-			-				•			
					-			-				•			

For Staff Use Only

Case Number: 2103 PC 030

Date Received: 15 Jan 2021

Receipt Number: 10481793

Received By: CL

Zoning: I-2

Ward: 5 Flood: AE, 0.2%

Size: 10.0 Acres

(If necessary, use separate sheet of paper)

Address of Property Involved: Glasscock Drive

Lot(s) 10 and 11, Block(s) _____, Subdivision 2

General Location: Bayou Bernard Industrial Park

GENERAL DESCRIPTION OF REQUEST:

Split Parent Tract Ten acre Parcel A on previous replat to Lot A1 and A2 each 5 acre lots.

OWNERSHIP AND CERTIFICATION:

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

OWNER

Harrison County Development Commission

Printed Name of Owner

12281 Intraplex Pkwy

Mailing Address

Gulfport MS 39503

City State Zip code

228-896-5020

Home Phone

Work/Cell Phone

blavers@mscoast.org

Email

Signature of Owner

AGENT

Printed Name of Agent

Mailing Address

City State Zip code

Home Phone

Work/Cell Phone

Email

Signature of Agent

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

☐

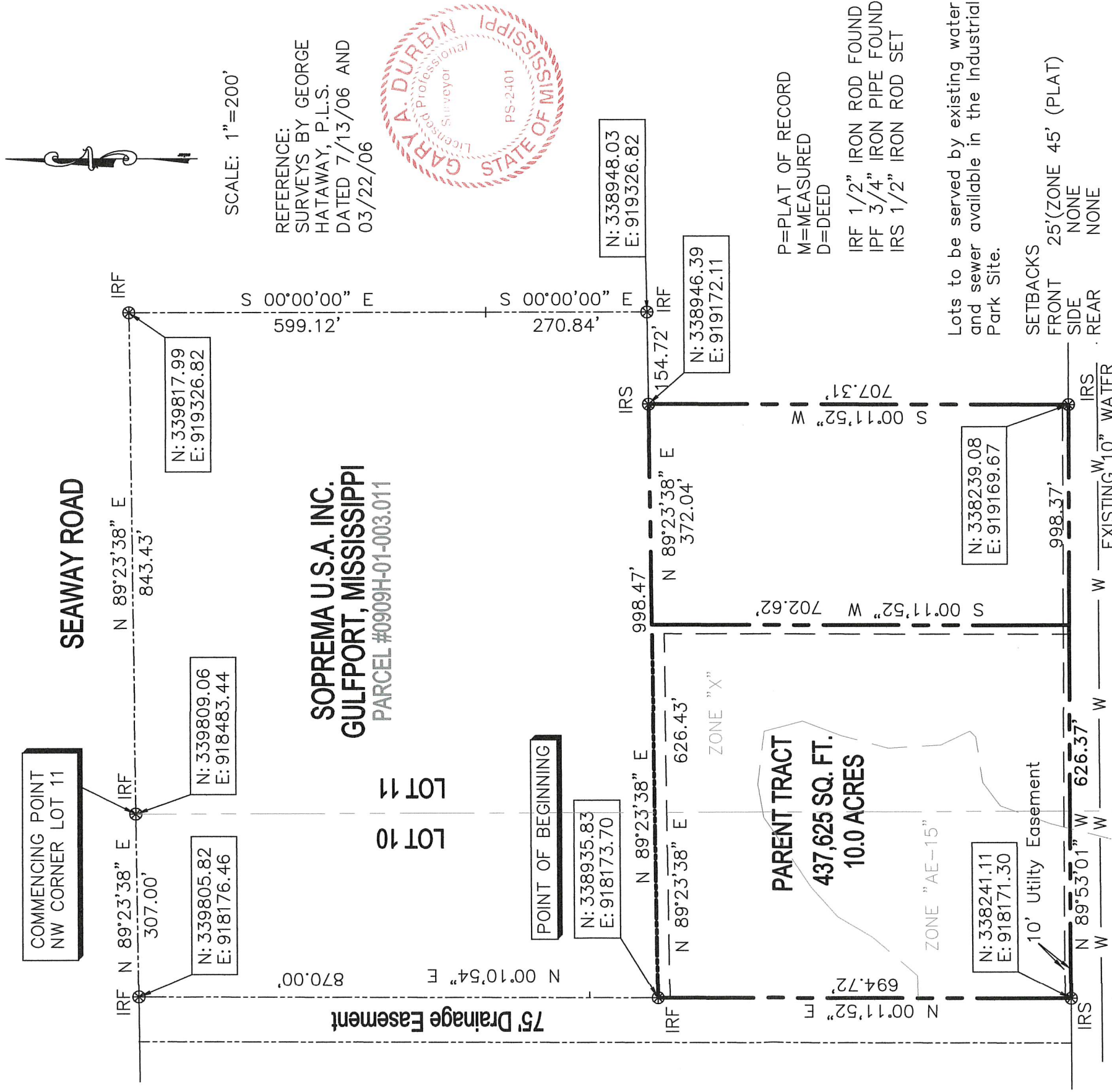
SECTIONS A. THROUGH G. MUST BE SUBMITTED FOR A COMPLETE APPLICATION.

CERTIFICATE OF RE-SUBDIVISION

RE-SUBDIVISION OF PARCEL #0909H-01-003.015

RE-SUBDIVISION OF PART OF LOTS 10 AND 11

SUBDIVISION NO. 2, BERNARD BAYOU INDUSTRIAL PARK



LEGAL DESCRIPTION

PARENT TRACT

A parcel of land located in part of Lots 10 and 11, Subdivision No. 2, Bernard Bayou Industrial District, as recorded in Plat Book 25, Page 26, of the deed records of the Chancery Clerk, First Judicial District, Gulfport, Harrison County, Mississippi, also situated in the Southeast 1/4 of Section 13, Township 7 South, Range 11 West, and being better described as, to-wit:

Commencing at an iron rod marking the Northwest corner of Lot 11, Subdivision No. 2, Bernard Bayou Industrial District, said point being on the South margin of Seaway Road, thence N 89°23'38" W 307.00 feet to an iron rod on the East margin of a 75 foot Drainage Easement, thence S 00°10'54" W along said East margin 870.00 feet to an iron rod found and the Point of Beginning, thence N 89°23'38" E 626.43 feet to an iron rod set, thence S 00°11'52" W 702.62 feet to an iron rod set on the North margin of Glascock Drive, thence N 89°53'01" W 626.37 feet to an iron rod set on the East margin of said 75 foot Drainage Easement, thence N 00°11'52" E 694.72 feet to the Point of Beginning. Said parcel contains 437,625 square feet or 10.0 acres. Bearings based on GPS Observation, USM Network, Mississippi East Zone, convergence angle -0.130449, scale factor 0.999960 per survey by Gary A. Durbin, P.L.S. dated July 13, 2018.

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

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

Bearings based on GPS Observation of the south margin of Seaway Road, NAD 83, MS East Zone, convergence angle -0.130449° , scale factor 0.999960.

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

This is to CERTIFY that this plat or map and the survey on which it is based were made by myself in accordance with "The Standards of Practice for Land Surveying in the State of Mississippi", and that monuments shown exist as located and that the dimensional and other data are correct to the best of my knowledge and belief. This survey meets the closure requirements as prescribed by law.

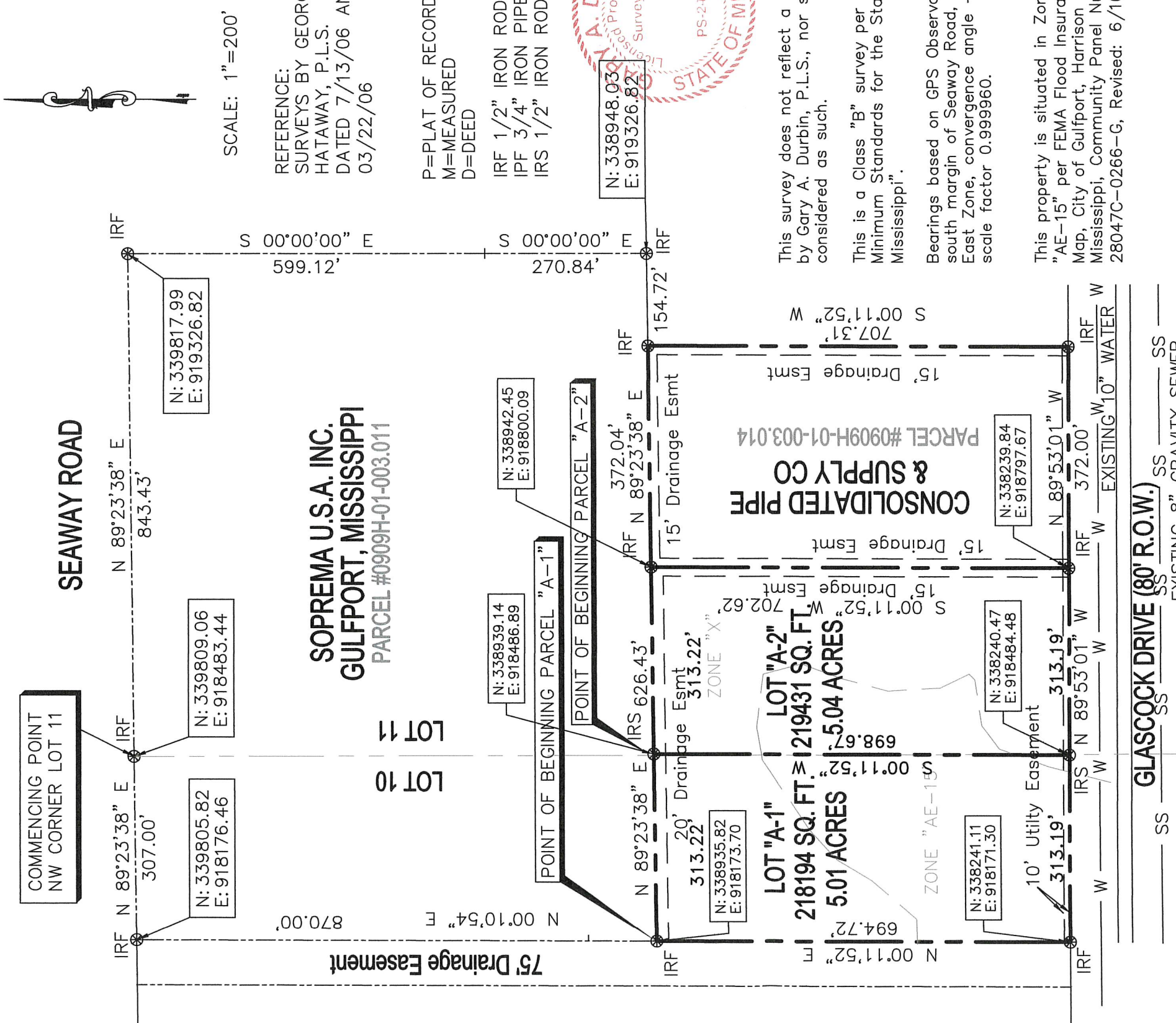
Gary A. Durbin, P.L.S. 2401
January 21, 2021

GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR

2081 TRAILWOOD DRIVE, BILOXI, MS. 39532
PH. (228) 365-3632

CERTIFICATE OF RE-SUBDIVISION

RE-SUBDIVISION OF PARCEL #0909H-01-003.015
RE-SUBDIVISION OF PART OF LOTS 10 AND 11
DIVISION NO. 2, BERNARD BAYOU INDUSTRIAL PARK



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

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

Bearings based on GPS Observation of the south margin of Seaway Road, NAD 83, MS East Zone, convergence angle -0.130449 , scale factor 0.999960 .

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

LEGAL DESCRIPTION
LOT "A-1" (PER SURVEY)
A parcel of land located in part of Lots 10 and 11, Subdivision No. 2, Bernard Bayou Industrial District, as recorded in Plat Book 25, Page 26, of the deed records of the Chancery Clerk, First Judicial District, Gulfport, Harrison County, Mississippi, also situated in the Southeast 1/4 of Section 13, Township 7 South, Range 11 West, and being better described as, to-wit:

Commencing at an iron rod marking the Northwest corner of Lot 11, Subdivision No. 2, Bernard Bayou Industrial District, said point being on the South margin of Seaway Road, thence N 89°23'38" W 307.00 feet to an iron rod on the East margin of a 75 foot Drainage Easement, thence S 00°10'54" W along said East margin 870.00 feet to an iron rod and the Point of Beginning, thence N 89°23'38" E 313.22 feet to an iron rod, thence S 00°11'52" W 698.67 feet to an iron rod on the North margin of Glascok Drive, thence N 89°53'01" W 313.19 feet to an iron rod on the East margin of said 75 foot Drainage Easement, thence N 00°11'52" E 694.72 feet to the Point of Beginning. Said parcel contains 218194 square feet or 5.01 acres. Bearings based on GPS Observation, USM Network, Mississippi East Zone, convergence angle -0.130449, scale factor 0.999960, per survey by Gary A. Durbin, P.L.S. dated July 13, 2018.

LEGAL DESCRIPTION
LOT "A-2" (PER SURVEY)
A parcel of land located in part of Lots 10 and 11, Subdivision No. 2, Bernard Bayou Industrial District, as recorded in Plat Book 25, Page 26, of the deed records of the Chancery Clerk, First Judicial District, Gulfport, Harrison County, Mississippi, also situated in the Southeast 1/4 of Section 13, Township 7 South, Range 11 West, and being better described as, to-wit:

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This is to CERTIFY that this plat or map and the survey on which it is based were made by myself in accordance with "The Standards of Practice for Land Surveying in the State of Mississippi", and that monuments shown exist as located and that the dimensional and other data are correct to the best of my knowledge and belief. This survey meets the closure requirements as prescribed by law.

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

CERTIFICATE OF RE-SUBDIVISION
RE-SUBDIVISION OF PARCEL #0909H-01-003.015
RE-SUBDIVISION OF PART OF LOTS 10 AND 11
SUBDIVISION NO. 2, BERNARD BAYOU INDUSTRIAL PARK

In accordance with Section 9-48 of the Code of Ordinance (Subdivision Regulations) of the City of Gulfport as amended, it is hereby certified that the Gulfport City Planning Commission Chairman and Gulfport City Council have reviewed and approved this Final Plat for the Re-subdivision of Parcel #0909H-15-003.015 of land into Lots A-1 and A-2. Re-subdivision of part of Lots 10 and 11, Subdivision No. 2, Bernard Bayou Industrial Park, City of Gulfport, First Judicial District of Harrison County, Mississippi. The subject property is generally described as being located at Glascock Drive. The ad valorem tax parcel number of the subject property is 0909h-01-003.015. The case file number is 2103RC030.

LEGAL DESCRIPTION

Overall legal description of land prior to resubdivision

PARENT TRACT

A parcel of land located in part of Lots 10 and 11, Subdivision No. 2, Bernard Bayou Industrial District, as recorded in Plat Book 25, Page 26, of the deed records of the Chancery Clerk, First Judicial District, Gulfport, Harrison County, Mississippi, also situated in the Southeast 1/4 of Section 13, Township 7 South, Range 11 West, and being better described as, to-wit:

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LEGAL DESCRIPTIONS OF LOTS CREATED BY THIS RESUBDIVISION

LOT "A-1" AS PER SURVEY

A parcel of land located in part of Lots 10 and 11, Subdivision No. 2, Bernard Bayou Industrial District, as recorded in Plat Book 25, Page 26, of the deed records of the Chancery Clerk, First Judicial District, Gulfport, Harrison County, Mississippi, also situated in the Southeast 1/4 of Section 13, Township 7 South, Range 11 West, and being better described as, to-wit:

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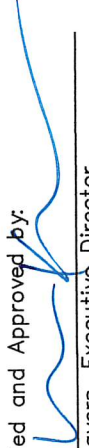
LOT "A-2" AS PER SURVEY

A parcel of land located in part of Lots 10 and 11, Subdivision No. 2, Bernard Bayou Industrial District, as recorded in Plat Book 25, Page 26, of the deed records of the Chancery Clerk, First Judicial District, Gulfport, Harrison County, Mississippi, also situated in the Southeast 1/4 of Section 13, Township 7 South, Range 11 West, and being better described as, to-wit:

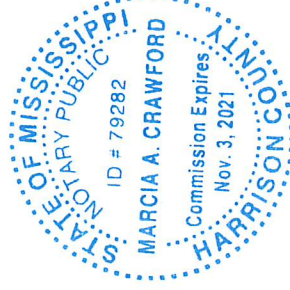
Commencing at an iron rod marking the Northwest corner of Lot 11, Subdivision No. 2, Bernard Bayou Industrial District, said point being on the South margin of Seaway Road, thence N 89°23'38" W 307.00 feet to an iron rod on the East margin of a 75 foot Drainage Easement, thence S 00°10'54" W along said East margin 870.00 feet to an iron rod, thence N 89°23'38" E 313.22 feet to an iron rod and the Point of Beginning, thence N 89°23'38" E 313.22 feet to an iron rod, thence S 00°11'52" W 702.62 feet to an iron rod on the North margin of Glascock Drive, thence N 89°53'01" W 313.19 feet to an iron rod, thence N 00°11'52" E 698.67 feet to the Point of Beginning. Said parcel contains 218194 square feet or 5.01 acres. Bearings based on GPS Observation, USM Network, Mississippi East Zone, convergence angle -0.130449, scale factor 0.999960, per survey by Gary A. Durbin, P.L.S. dated July 13, 2018.

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

Ratified and Approved by:


Bill Lavers, Executive Director,
Harrison County Development Commission

This 22nd day of January, 2021.



ACKNOWLEDGE

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

This 22nd day of January, 2021.


Notary Public

My Commission Expires: Nov. 3, 2021

PLANNING COMMISSION

Submitted to and approved by the Gulfport City Planning Commission on the _____ day of _____, 2021.

Keith Williams, Chairman
Gulfport City Planning Commission

Gregory Holmes
Planning Division Administrator

APPROVAL

Submitted to and approved by the City of Gulfport, City Council, at the regular meeting of said Council held on the _____ day of _____, 2021.

ATTEST: _____ ADOPT:

Brittany Rodgers, Clerk of Council F.B. "Rusty" Walker, IV, President

Clerk of Council

President

This re-subdivision plat and certificate of Re-subdivision having been submitted and approved by the Mayor, this _____ day of _____, 2021.

Billy Hewes, 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 _____, 2021, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE TO ESTABLISH AND CONFIRM POLLING PLACES FOR THE 2021 MUNICIPAL ELECTIONS IN THE CITY OF GULFPORT, MISSISSIPPI, AND FOR RELATED PURPOSES

WHEREAS, on October 18, 2011, the Gulfport City Council adopted an ordinance, Ordinance No. 2732, in which, among other things, polling places were designated for the various voting precincts found in the City of Gulfport; and

WHEREAS, due to the passage of time, change in functionality of certain of the previously used polling places and impacts of the COVID-19 Pandemic, it was necessary to review all municipal election polling places in advance of the 2021 municipal elections; and

WHEREAS, in light of the fact that several polling places must be relocated for one or more of the aforementioned reasons, it is felt in the best interest of the City of Gulfport to establish new polling places for Wards 5C, 6A, 7A and 7B and reaffirm all other previously existing polling places; and

WHEREAS, City Clerk, Gerard Bellocq, recommends the following to serve as the polling places for the 2021 municipal elections:

1A – Gaston Hewes Community Center, 2733 33rd Avenue

1B – Gaston Point community Center, 1505 Mills Avenue

1C – 19th Street Community Center, 3319 19th Street

2A – Westside Community Center, 4006 8th Street

2B – Lynn Meadows Discovery Center – 246 Dolan Avenue

2C – Francis X. Collins Recreation Center, 2204 Swetman Boulevard

3A – Isiah Frederick Community Center, 3312 Martin Luther King, Jr., Boulevard

3B – Shiloh Missionary Baptist Church, 15000 Martin Luther King, Jr., Boulevard

3C – Knights of Columbus Hall – 733 34th Street

4A – Bayou View Elementary, 4898 Washington Avenue

4B – Handsboro Community Center, 1890 Switzer Road

5A – Orange Grove Community Center, 14416 Dedeaux Road

5B – Orange Grove Community Center, 14416 Dedeaux Road

5C - _____

6A – Gulfport Fire Station No. 11, 13280 Three Rivers Road

6B – Pepsi Cola Company, 13300 Dedeaux Road

6C – Gulfport Fire Station No. 10, 12001 Dedeaux Road

7A – Lyman Community Center, 13472 Highway 49

7B – Harrison County Library (Orange Grove), 12135 Old Highway 49

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

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

SECTION 2. That the polling places for the 2021 municipal elections shall be, as follows (those polling places that are new are noted below in *italics* and underlined) and Ordinance No. 2732 shall be amended accordingly :

1A – Gaston Hewes Community Center, 2733 33rd Avenue

1B – Gaston Point community Center, 1505 Mills Avenue

- 1C – 19th Street Community Center, 3319 19th Street
- 2A – Westside Community Center, 4006 8th Street
- 2B – Lynn Meadows Discovery Center – 246 Dolan Avenue
- 2C – Francis X. Collins Recreation Center, 2204 Swetman Boulevard
- 3A – Isiah Frederick Community Center, 3312 Martin Luther King, Jr., Boulevard
- 3B – Shiloh Missionary Baptist Church, 15000 Martin Luther King, Jr., Boulevard
- 3C – Knights of Columbus Hall – 733 34th Street
- 4A – Bayou View Elementary, 4898 Washington Avenue
- 4B – Handsboro Community Center, 1890 Switzer Road
- 5A – Orange Grove Community Center, 14416 Dedeaux Road
- 5B – Orange Grove Community Center, 14416 Dedeaux Road
- 5C - _____
- 6A – Gulfport Fire Station No. 11, 13280 Three Rivers Road
- 6B – Pepsi Cola Company, 13300 Dedeaux Road
- 6C – Gulfport Fire Station No. 10, 12001 Dedeaux Road
- 7A – Lyman Community Center, 13472 Highway 49
- 7B – Harrison County Library (Orange Grove), 12135 Old Highway 49

and no other portion of Ordinance No. 2732 shall be effected hereby.

SECTION 3. That this ordinance shall be in full force and effect thirty (30) days after the date of passage, except where it should pass unanimously in which case, for the safety and benefit of the City, it shall go into effect immediately. It shall be published according to law and shall be spread on the minutes of the Gulfport City Council.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Ordinance adopted, this the _____ day of _____, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance submitted to and approved by the Mayor, this the _____ day of _____, 2021.

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 _____, 2021, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
TO APPROVE LETTER AGREEMENT WITH ASCEND LEADERSHIP, LLC, AND
FOR RELATED PURPOSES**

WHEREAS, the City of Gulfport Fire Department, in conjunction with the Gulfport Civil Service Commission, conducts promotional testing and utilizes tests provided to it by a third party testing company; and

WHEREAS, in an effort to reduce costs associated with test preparation, the City's Human Resources Department has proposed, subject to final approval by the Gulfport Civil Service Commission, that Ascend Leadership, LLC, be contracted with to develop four custom written promotional examinations for the ranks of Battalion Chief, District Chief, Lieutenant and Engineer utilizing a reading list supplied to it by the City; and

WHEREAS, a copy of a proposed Letter Agreement among the City of Gulfport, the Gulfport Civil Service Commission and Ascend Leadership, LLC, is attached as Exhibit "A" hereto for review and approval; and

WHEREAS, approval of the Letter Agreement attached hereto as Exhibit "A" is in the best interest of the City of Gulfport, Mississippi.

WHEREAS, 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 Letter Agreement attached hereto as Exhibit “A” be and the same is hereby approved and the Mayor is, hereby, authorized to execute and deliver 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 and shall be in full force and effect upon its passage.

The above and foregoing Resolution was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the Resolution adopted, this the _____ day of _____, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2021.

MAYOR



9957 Moorings Dr, Suite 201 Jacksonville, FL 32257 ♦ Phone (352) 519-4694 ♦ dave@ascendleadershipllc.com

Tony Alves, Manager
Human Resources Dept.
City of Gulfport
2309 15 Street
Gulfport, MS 39501

Sent by email to: tvalves@gulfport-ms.gov

February 3, 2021

Dear Mr. Alves,

Ascend Leadership, LLC is pleased to provide the following proposals to develop four custom written promotional examinations for the ranks Battalion Chief, District Chief, Lieutenant and /Engineer utilizing the reading list you supplied to us (see below).

Scope of Services Provided:

1. Design and development of three written four (4) examinations. A master copy for duplicating by the City will be provided along with an answer key for each exam. Each question has the reference and page number from the text or SOG listed.
2. Method of delivery to the city, wither by email with password protected files, or my mail will be mutually agreed to.
3. Source documents and weighting are as follow. Please note the ISBN as Public Safety Group offers their texts in different versions.

ENGINEER	weight
• Fire Apparatus Driver/Operator: Pump, Aerial, Tiller, and Mobile Water Supply: Pump, Aerial, Tiller, and Mobile Water Supply 3rd Edition, Public Safety Group (Jones and Bartlett Learning) ISBN 9781284147612 Chapters to be determined.	45%
• Fire Officer Principles & Practice enhanced 4th edition. Public Safety Group. ISBN: 9781284172393 Chapters to be determined.	40%
• Gulfport Fire SOGs	15%

LIEUTENANT

- Fire Officer Principles & Practice enhanced 4th edition. Public Safety Group. ISBN: 9781284172393 Chapters to be determined. 70%
- Fundamentals of Fire Fighter Skills 4th Edition. Public Safety Group ISBN 9781284151336 Chapters to be determined. 20%
- Gulfport Fire SOGs 10%

DISTRICT CHIEF

- Fire Officer Principles & Practice enhanced 4th edition. Public Safety Group. ISBN: 9781284172393 Chapters to be determined. 45%
- Chief Officer: Principles and Practice 3rd Edition Public Safety Group. ISBN: 9781284172478 Chapters to be determined. 45%
- Gulfport Fire SOGs 10%

BATTALION CHIEF

- Fire Officer Principles & Practice enhanced 4th edition. Public Safety Group. ISBN: 9781284172393 Chapters to be determined. 40%
- Chief Officer: Principles and Practice 3rd Edition Public Safety Group. ISBN: 9781284172478 Chapters to be determined. 50%
- Gulfport Fire SOGs 10%

Your Department Would Be Responsible For:

1. Copying of examinations and answer sheets
2. Scoring of the examinations using the provided answer keys.
3. The security of the examination documents. This is a single use license for the examinations and individual questions.

Additional Information

At the request of the Fire Chief, Ascend Leadership agrees to make revisions to services to be provided and to revise costs accordingly. Please sign the following agreement and keep one copy for yourself and return to Ascend Leadership a signed copy.

Please advise the candidates they get a 25% discount with free shipping using the code "ASCENDLD25" for any Public Safety Group/Jones & Bartlett textbook.

Sincerely,

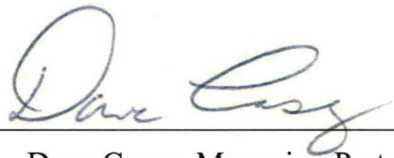


Dave Casey, Managing Partner

**Agreement to Provide Services to the City of Gulfport, Mississippi Fire Department
By Ascend Leadership, LLC of Jacksonville, Florida**

1. The designated point of contact with the city (or fire department) is (name, email, office and cell phone) Tony Alves, HRM Manager, 228 868-5831. This person will serve as individual who will contact the candidates for examination information such as the date/time of the orientation session, actual examination date/times, and information regarding the examinations from Ascend Leadership. For Ascend Leadership it is Dave Casey, dave@ascendleadershipllc.com , office 352 519-4694, cell 386 456-7853.
2. **The cost for the services is \$4,950.00** This does not include attendance in person or electronically at the Civil Service meeting (see Final Review by Civil Service Commission on page 3)
3. Pages 1-2 of this proposal are included in this agreement.

Please sign this agreement and return to Ascend Leadership.

For Ascend Leadership LLC:  (date) 2/3/2021
Dave Casey, Managing Partner

For the City of Gulfport
Civil Service Commission _____ (date) _____
(signature)
(please type or print below signature)
(name) _____ (position) _____

For the City of Gulfport _____ (date) _____
(signature)
(name) Billy Hewes (position) 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 _____, 2021, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE AND AUTHORIZE EXECUTION OF LETTER AGREEMENT WITH LPK ARCHITECTS – GULF COAST, PA, FOR CONSULTING SERVICES RELATED TO HURRICANE ZETA, AND FOR RELATED PURPOSES

WHEREAS, Hurricane Zeta struck the Mississippi Gulf Coast on October 28, 2021, causing significant damage to the Mississippi Gulf Coast, including damage to improvements on real property and personal property owned by the City of Gulfport; and

WHEREAS, the City of Gulfport has insurance coverage for such damages on certain and various structures around the City and has instituted a claim for damages incurred with its insurance company; and

WHEREAS, in order to facilitate the preparation of the City’s claim for damages to its insurance company, the City desires to retain LPK Architects – Gulf Coast, PA, to provide inspections of all structures owned by the City of Gulfport and provide written reports and detail as to the damages sustained as well as other services outlined in a Letter Agreement which is attached hereto as Exhibit “A”, for a not to exceed amount of \$25,000.00 (hourly billing rates apply); and

WHEREAS, the Mayor and Council are of the opinion that entry into the Letter Agreement attached hereto as Exhibit “A” 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 the proposed Letter Agreement with LPK Architects – Gulf Coast, PA, as attached hereto as Exhibit “A” be, and it is hereby approved, and the Mayor is hereby authorized to execute and deliver said agreement on behalf of the City of Gulfport, Mississippi.

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

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2021.

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 _____, 2021, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE MAULDIN & JENKINS, LLC, TO PROVIDE AUDITING SERVICES TO THE CITY OF GULFPORT FOR THE FISCAL YEAR END 2020 UTILITY PARTNERS, LLC REPORTS, AND TO AUTHORIZE THE MAYOR OR HIS DESIGNEE TO EXECUTE LETTER AGREEMENT ON BEHALF OF THE CITY

WHEREAS, auditing services are needed to assist in the preparation of the fiscal year end 2020 Utility Partners, LLC reports and the services of Mauldin & Jenkins, LLC were sought to complete audit services; and

WHEREAS, Mauldin & Jenkins, LLC has submitted proposed Engagement Letters concerning their work as auditors for the City of Gulfport for Fiscal Year End 2020 Utility Partners, LLC Report, as more full set forth in the attached memorandum and supporting documentation from Wayne Miller, P.E., Director of Public Works, and (See Exhibit “A” hereto); and

WHEREAS, the Mayor and Council are of the opinion that entry into the two Engagement Letters for audit services with Mauldin & Jenkins, LLC, attached hereto as Exhibit “A” 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 the proposed two Engagement Letters be, and they are hereby, approved in the form as is found in Exhibit “A” to this resolution and the Mayor (or his designee) is, hereby, authorized to execute the same on behalf of the City of Gulfport.

SECTION 3. That this Resolution 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 _____, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2021.

MAYOR



Memorandum – City of Gulfport

PUBLIC WORKS

TO: Mayor Billy Hewes
Gulfport City Council

CC: Dr. John Kelly, CAO
Gerard Bellocq, Comptroller
Tyler Gentry, Assistant Director of Public Works - Operations

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

DATE: February 03, 2021

RE: **H2O Innovation Operation & Maintenance, LLC “Formerly Utility Partners, LLC” - End of Year Report FY 2020**

- Engagement Letters from Mauldin & Jenkins, LLC.

Attached for your consideration are two (2) engagement letters from Mauldin & Jenkins, LLC concerning the FY 2020 H2O Innovation Operation & Maintenance, LLC “H2O” End of Year Report. The first engagement letter is for the assistance in determining the results of the benchmark for Weekly Inspection Reports for the Streets and Drainage Division and the Water and Sewer Division and the Daily Routine Maintenance Reports for the Street and Drainage Division included in the City’s Public Works contract with “H2O” for the fiscal year ended September 30, 2020. The second engagement letter is for assistance in determining the results of the benchmark performance calculations included in the City’s Department of Public Works preparation of the “H2O” fiscal year ended September 30, 2020. The fee for this work will not exceed \$18,000.

I am requesting that I, Wayne E. Miller, be authorized to execute the referenced engagement letters.

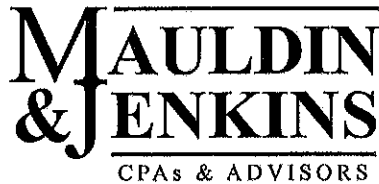
Please place this item on the February 16, 2021 Council Agenda.

This item has been approved by:

Mayor or C.A.O. _____

Attachments:

1. Mauldin & Jenkins Engagement Letter for weekly inspections
2. Mauldin & Jenkins Engagement Letter for performance calculations



January 22, 2021

Honorable Billy Hewes, Mayor
and City Council
City of Gulfport, Mississippi
1410 24th Avenue
Gulfport, Mississippi 39501

Attention: Wayne Miller, Director of Public Works

We are pleased to confirm our understanding of the terms of our engagement and the nature and limitations of the services we are to provide for the City of Gulfport, Mississippi (the "Government").

We will apply the agreed-upon procedures which the Government has specified and which are listed below to assist you with respect in determining the results of the benchmark for Weekly Inspection Reports for the Streets and Drainage Division and the Water and Sewer Division and the Daily Routine Maintenance Reports for the Streets and Drainage Division included in the City's Public Works contracts with Utility Partners, LLC for the fiscal year ended September 30, 2020 (subject matter). The City of Gulfport is responsible for the completed inspection report records used to perform these procedures. This agreed-upon procedures engagement will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures performed or to be performed is solely the responsibility of those parties specified in this report and we will require an acknowledgment in writing of that responsibility. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

Because the agreed-upon procedures included in this letter do not constitute an examination or review, we will not express an opinion or conclusion on any of the specific elements, accounts, or items referred to in our reports. In addition, we have no obligation to perform any procedures beyond those listed below.

We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. Our report will be addressed to the City of Gulfport, Mississippi. If, for any reason, we are unable to complete any of the procedures, we will describe in our report any restrictions on the performance of the procedures, or not issue a report and withdraw from this engagement. You understand that the report is intended solely for the information and use of the Government and should not be used by anyone other than this specified party. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, we will communicate to you any known and suspected fraud and noncompliance with laws or regulations affecting the subject matter that come to our attention. In addition, if, in connection with this engagement, matters come to our attention that contradict the subject matter, we will disclose those matters in our report.

The specific agreed-upon procedures to be performed are outlined as follows:

- 1) We will select a sample size of 60 reports from the Weekly Inspection Reports completed from October 1, 2019 through September 30, 2020, for the Streets and Drainage Division and Water and Sewer Division and perform the following procedures:
 - a. We will determine that the inspector properly selected the sample from the reports as per the instructions on the Inspection Report.
 - b. We will agree the request information to the Completed Requests Report (or Work Order).
 - c. Production and Response Time Benchmarks:
 - i. We will agree the date initialized and the date closed to the Request and Work Order reports.
 - ii. We will determine the mathematical accuracy of the number of working days from the date initialized and the date closed.
 - iii. We will determine that the inspector used the correct benchmark for the work performed.
 - iv. We will determine that the inspector's conclusion is accurate and properly documented.
 - d. Quality Benchmarks:
 - i. We will determine that pictures of the site are attached to the report (some are digital pictures that are maintained electronically).
 - ii. We will determine that construction activities were adequately describe to support the inspector's conclusion.
 - e. We will determine that all failed reports are signed and dated by the Utility Partners supervisor and City of Gulfport representative.
- 2) We will select a sample size of 60 reports from the total Daily Routine Reports (there are five per day) completed from October 1, 2019 through September 30, 2020, for the Streets and Drainage Division for street sweeping, pot-hole patching, ditch cleaning, grass cutting, and sidewalk cleaning and perform the following procedures:
 - a. Production and Response Time Benchmarks:
 - i. We will determine that the inspector used the correct benchmark for the work performed.
 - ii. We will determine that the inspector's conclusion is accurate and properly documented.

- b. Quality Benchmarks:
 - i. We will determine that pictures of the site are attached to the report.
 - ii. We will determine that construction activities were adequately described to support the inspector's conclusion.
- c. We will determine that all failed reports are signed and dated by the Utility Partners supervisor and City of Gulfport Representative.

You are responsible for the subject matter and for selecting the criteria and procedures and determining that such criteria and procedures are appropriate for your purposes. You are also responsible for, and agree to provide us with, a written assertion about the subject matter. In addition, you are responsible for providing us with: 1) access to all information of which you are aware that is relevant to the performance of the agreed-upon procedures on the subject matter, 2) additional information that we may request for the purpose of performing the agreed-upon procedures, and 3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing those procedures.

David Irwin is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

You are also responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, and/or experience to oversee the agreed-upon procedures we provide; and for evaluating the adequacy and results of those procedures and accepting responsibility for them.

At the conclusion of the engagement we will require a representation letter from management that, among other things, will confirm management's responsibility for the presentation of the information related to the agreed upon procedures.

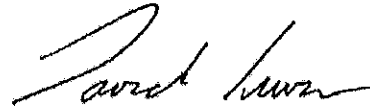
Our fees are based on the time required by the individuals assigned to the engagement, plus direct expenses. We will submit our bill for services promptly upon rendering the special report.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If this letter defines the arrangements as you understand them, please sign the enclosed copy and return it to us. If the need for additional procedures arises, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we will require that they acknowledge in writing their responsibility for the sufficiency of procedures.

Thank you for this opportunity to be of assistance.

Sincerely,

MAULDIN & JENKINS, LLC

A handwritten signature in black ink, appearing to read "David Irwin", written in a cursive style.

David Irwin

This letter correctly sets forth the understanding of City of Gulfport, Mississippi.

By: _____



January 22, 2021

Honorable Billy Hewes, Mayor
and City Council
City of Gulfport, Mississippi
1410 24th Avenue
Gulfport, Mississippi 39501

Attention: Wayne Miller, Director of Public Works

We are pleased to confirm our understanding of the terms of our engagement and the nature and limitations of the services we are to provide for the City of Gulfport, Mississippi (the "Government").

We will apply the agreed-upon procedures which the Government has specified and which are listed below to assist you with respect in determining the results of the benchmark performance calculations included in the City's Department of Public Works preparation of the Utility Partners fiscal year ended September 30, 2020 performance report (subject matter). The Government is responsible for the contents of the completed annual report. This agreed-upon procedures engagement will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures performed is solely the responsibility of those parties specified in this report and we will require an acknowledgment in writing of that responsibility. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

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We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. Our report will be addressed to the City of Gulfport, Mississippi. If, for any reason, we are unable to complete any of the procedures, we will describe in our report any restrictions on the performance of the procedures, or not issue a report and withdraw from this engagement. You understand that the report is intended solely for the information and use of the Government and should not be used by anyone other than this specified party. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, we will communicate to you any known and suspected fraud and noncompliance with laws or regulations affecting the subject matter that come to our attention. In addition, if, in connection with this engagement, matters come to our attention that contradict the subject matter, we will disclose those matters in our report.

The specific agreed-upon procedures to be performed are outlined as follows:

- 1) We will select a sample of closed work orders called in by individual citizens between October 1, 2019 and September 30, 2020. The sample size should be sufficient to achieve a 95% Confidence Interval and to allow for no more than a 5% Sampling Error Rate. The sample will be selected from a population that excludes work orders initiated by city employees and customers with no contact information.
- 2) We will delineate the sample to ensure that a proportionate number of Water & Sewer and Streets & Drainage work orders were selected. We will further delineate, proportionately, the same samples in these two areas by Ward.
- 3) We will further conduct a survey of the selected work orders to determine answers to the following questions:
 - a. Did the work completed resolve the type of problem?
 - b. Were the employees courteous at all times?
 - c. Was the work completed in a timely manner?
 - d. Was the job site properly cleaned at completion of work?
 - e. Once completed, did the project require rework?
 - f. Was the overall performance satisfactory or unsatisfactory?

You are responsible for the subject matter and for selecting the criteria and procedures and determining that such criteria and procedures are appropriate for your purposes. You are also responsible for, and agree to provide us with, a written assertion about the subject matter. In addition, you are responsible for providing us with: 1) access to all information of which you are aware that is relevant to the performance of the agreed-upon procedures on the subject matter, 2) additional information that we may request for the purpose of performing the agreed-upon procedures, and 3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing those procedures.

David Irwin is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

You are also responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, and/or experience to oversee the agreed-upon procedures we provide; and for evaluating the adequacy and results of those procedures and accepting responsibility for them.

At the conclusion of the engagement we will require a representation letter from management that, among other things, will confirm management's responsibility for the presentation of the information related to the agreed upon procedures.

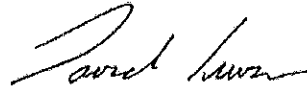
Our fees are based on the time required by the individuals assigned to the engagement, plus direct expenses. We will submit our bill for services promptly upon rendering the special report.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If this letter defines the arrangements as you understand them, please sign the enclosed copy and return it to us. If the need for additional procedures arises, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we will require that they acknowledge in writing their responsibility for the sufficiency of procedures.

Thank you for this opportunity to be of assistance.

Sincerely,

MAULDIN & JENKINS, LLC

A handwritten signature in black ink, appearing to read "David Irwin", written in a cursive style.

David Irwin

This letter correctly sets forth the understanding of City of Gulfport, Mississippi,

By: _____

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 _____, 2021, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
TO APPROVE PLAN SPONSOR AGREEMENT WITH PROACT, INC., AND FOR
RELATED PURPOSES**

WHEREAS, the City of Gulfport has contracted with Select Administrative Services (SAS) to provide third party administration of the City's health insurance program; and

WHEREAS, SAS has entered into a Service Agreement with ProAct, Inc., dated January 1, 2021 (PBM Agreement) which provides that ProAct shall provide certain prescription benefits, and it is necessary that the City of Gulfport, as plan sponsor, execute a Plan Sponsor Agreement by which it enters into and joins the PBM Agreement; and

WHEREAS, a copy of the proposed Plan Sponsor Agreement is attached as Exhibit "A" hereto for review and approval; and

WHEREAS, approval of the Plan Sponsor Agreement attached hereto as Exhibit "A" is in the best interest of the City of Gulfport, Mississippi.

WHEREAS, 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 Plan Sponsor Agreement attached hereto as Exhibit "A" be and the same is hereby approved and the Mayor is, hereby, authorized to execute and deliver 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 and shall be in full force and effect upon its passage.

The above and foregoing Resolution was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the Resolution adopted, this the _____ day of _____, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2021.

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 _____, 2021, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE AND AUTHORIZE EXECUTION OF PRELIMINARY ENGINEERING AGREEMENT WITH CSX TRANSPORTATION, INC., AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to undertake a project to install four new quadrant gates at the intersection of 25th Avenue and CSX tracks with concrete median crossing signal system and separate pedestrian gate to improve the safety of the nearly 49,000 vehicles that travel this route daily and increase the number of pedestrians that walk the downtown area and to take a critical step in implementing a “quiet zone” along this railway; and

WHEREAS, CSX Transportation, Inc., requires execution of a Preliminary Engineering Agreement in order for it to complete the Engineering plan review and approval to be able to issue a permit for the quad gate installation; and

WHEREAS, the proposed Preliminary Engineering Agreement is submitted for review and approval, as set forth in the memorandum and supporting documentation from Wayne Miller, P.E., Public Works Director, all attached hereto as collective Exhibit “A”; and

WHEREAS, the Mayor and Council are of the opinion that entry into the Preliminary Engineering Agreement attached hereto as a part of Exhibit “A” and payment of the CSC plan review fee of \$27,500.00 are 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 the proposed Preliminary Engineering Agreement, as attached hereto as a part of Exhibit “A” be, and it is hereby approved, and the Mayor is hereby authorized to execute and deliver said agreement on behalf of the City of Gulfport, Mississippi.

SECTION 3. That a special check in the amount of \$27,500.00 payable to CSC Transportation, Inc., be and the same is hereby approved.

SECTION 4. That this Resolution shall be in effect immediately upon its passage and enactment according to law, and shall be spread on the minutes of the Gulfport City Council.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2021.

MAYOR



Memorandum – City of Gulfport

PUBLIC WORKS

To: Connie Debenport, Purchasing

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

Dr. John Kelly, CAO
Karen McCarty, Grants

From: Wayne E. Miller, P.E. 

Date: 2/3/2021

Re: Request Approval of Preliminary Engineering Agreement with CSX Transportation, Inc. and Issuance of a Special Check for Fees
- Quad Gates at Highway 49 and CSX Railroad

Attached for your consideration is the Preliminary Engineering Agreement with CSX Transportation, Inc. (East-West Railroad). This agreement is required for CSX to complete the Engineering plan review and approval to establish the permit for the installation of the four quad gates at 25th Avenue. CSX requires the City of Gulfport to pay the \$27,500.00 fee in advance. Funding is currently budgeted in the 2021 fiscal year under the "Quad Gates @ CSX Railroad" project name.

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

I recommend approval of the Preliminary Engineering Agreement and request the issuance of a special check in the amount of \$27,500.00 to CSX Transportation, Inc. Please place this item on the February 16, 2021 Council Agenda.

Attachment: 1. Preliminary Engineering Agreement

PRELIMINARY ENGINEERING AGREEMENT

This Preliminary Engineering Agreement (this "**Agreement**") is made as of _____, 20____, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida ("CSXT"), and **City of Gulfport**, a body corporate and political subdivision of the **State of Mississippi** ("Agency").

EXPLANATORY STATEMENT

1. Agency wishes to facilitate the development of the proposed **Preliminary Engineering for the installation of four quad gates at 25th Street, Gulfport, Harrison County, MS; NO&M Subdivision; RRMP 000-739.28; DOT 340235X; (the "Project")**.
2. Agency has requested that CSXT proceed with certain necessary engineering and/or design services for the Project to facilitate the parties' consideration of the Project.
3. Subject to the approval of CSXT, which approval may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities, the Project is to be constructed, if at all, at no cost to CSXT, under a separate construction agreement to be executed by the parties at a future date.

NOW, THEREFORE, for and in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Scope of Work

- 1.1. **Generally.** The work to be done by CSXT under this Agreement shall consist of: (i) the preparation or review and approval of preliminary and final engineering and design plans, specifications, drawings, agreements and other documents pertaining to the Project, (ii) the preparation of cost estimates for CSXT's work in connection with the Project, and (iii) the review of construction cost estimates, site surveys, assessments, studies, agreements and related construction documents submitted to CSXT by Agency for the Project (collectively, the "**Engineering Work**"). Engineering Work may also include office reviews, field reviews, attending hearings and meetings, and preparing correspondence, reports, and other documentation in connection with the Project. Nothing contained in this Agreement shall oblige CSXT to perform work which, in CSXT's opinion, is not relevant to CSXT's participation in the Project.
- 1.2. **Effect of CSXT Approval or Preparation of Documents.** By its review, approval or preparation of plans, specifications, drawings or other documents pursuant to this Agreement (collectively, the "**Plans**"), CSXT signifies only that the Plans and the Project proposed to be constructed in accordance with the Plans satisfy CSXT's requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of such Plans or the Project constructed in accordance with the Plans.

2. Project Construction. Nothing contained in this Agreement shall be deemed to constitute CSXT's approval of or consent to the construction of the Project, which approval or consent may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities. The Project if constructed is to be constructed, if at all, under a separate construction agreement to be executed by the parties at a future date.

3. Reimbursement of CSXT Expenses.

- 3.1. Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Engineering Work, including, without limitation: (i) all out of pocket expenses, (ii) travel and lodging expenses, (iii) telephone, facsimile, and mailing expenses, (iv) costs for equipment, tools, materials and supplies, (v) sums paid to consultants and subcontractors, and (vi) labor, together with labor overhead percentages established by CSXT pursuant to applicable law (collectively, the "**Reimbursable Expenses**").

- 3.2. Estimate. CSXT has estimated the total Reimbursable Expenses for the Project to be approximately **\$27,500** (the "**Estimate**" as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses may exceed such Estimate, it shall provide Agency with the revised Estimate of total Reimbursable Expenses for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses as reflected in the revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further Engineering Work, unless and until Agency provides such approval and confirmation.

3.3. Payment Terms.

- 3.3.1. Advance Payment in Full. Upon execution and delivery of this Agreement by Agency, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. Agency shall submit advance deposit payment to CSXT for Reimbursable Expenses in the amount set forth in Section 3.2 Estimate, with a copy of the **CSXT Schedule PA** form attached to this agreement, to the address on the CSXT Schedule PA form. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within thirty (30) days following delivery of such invoice to Agency.

- 3.3.2. Following completion of all Engineering Work, CSXT shall reconcile the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency and shall submit to Agency a final invoice if required. Agency shall pay to CSXT the amount by which actual Reimbursable Expenses exceed total payments, as shown by the final invoice, within thirty (30) days following delivery to Agency of the final invoice. CSXT will provide a refund of any unused deposits if the deposit exceeds the incurred Reimbursable Expenses for the Project.

- 3.3.3. In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to

immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

- 3.4. Effect of Termination. Agency's obligation to pay CSXT Reimbursable Expenses in accordance with this Section shall survive termination of this Agreement for any reason.
4. Appropriations. Agency represents to CSXT that: (i) Agency has obtained appropriations sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the initial Estimate; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such additional appropriations.
5. Termination.
- 5.1. By Agency. Agency may terminate this Agreement, for any reason, by delivery of notice to CSXT. Such termination shall become effective upon the expiration of fifteen (15) calendar days following delivery of notice to CSXT or such later date designated by the notice.
- 5.2. By CSXT. CSXT may terminate this Agreement (i) as provided pursuant to Section 3.3.3., or (ii) upon Agency's breach of any of the terms of, or its obligations under, this Agreement and such breach continues without cure for a period of ninety (90) days after written notification from CSXT to Agency of such breach.
- 5.3. Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical to immediately stop the Engineering Work. Accordingly, both parties agree that, in such instance a party may continue to perform Engineering Work until it has reached a point where it may reasonably and/or safely suspend the Engineering Work. Agency shall reimburse CSXT pursuant to this Agreement for the Engineering Work performed, plus all costs reasonably incurred by CSXT to discontinue the Engineering Work and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Engineering Work. Termination of this Agreement or Engineering Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Engineering Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 3.
6. Subcontracts. CSXT shall be permitted to engage outside consultants, counsel and subcontractors to perform all or any portion of the Engineering Work.
7. Notices. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered (i) on the expiration of three (3) days following mailing by first class U.S. mail, (ii) on the next business day following mailing by a nationally recognized overnight carrier, or (iii) on the date of transmission, as evidenced by written confirmation of successful transmission, if by facsimile or other electronic transmission if sent on a business day (or if not sent on a business day, then on the next business day after the date sent), to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

Gulfport, Harrison County, MS
Installation of four (4) Quad gates at 25th Street
340235X; NO&M Subdivision; 000-739.28
OP No. TBD

If to CSXT: CSX Transportation, Inc.
500 Water Street, J301
Jacksonville, Florida 32202
Attention: Director Project Management – Public Projects

If to Agency: City of Gulfport
4050 Hewes Avenue
Gulfport, MS 39507
Attention: Director of Public Works

Entire Agreement. This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.

8. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
9. Assignment. CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption by CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligations under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior written consent, which consent may be withheld for any reason.
10. Applicable Law. This Agreement shall be governed by the laws of the **State of Florida**, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Duval County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

City of Gulfport

By: _____

Print Name: _____

Title: _____

CSX TRANSPORTATION, INC.

By: _____

Scott Willis
Project Manager – Public Projects

PE FAE

ACCT. CODE : 709 - TBD		Form Revision 09/25/20
ESTIMATE SUBJECT TO REVISION AFTER: 10/28/2021		DOT NO.: 340235X
CITY: Gulfport	COUNTY: Harrison	STATE: MS
DESCRIPTION: PE for installation of four quad gates at US-49/25th Avenue in Gulfport, MS		
ZONE: Gulf		MILE POST: 000-739.28
AGENCY PROJECT NUMBER: City of Gulfport		
<u>PRELIMINARY ENGINEERING:</u>		
212	Contracted & Administrative Engineering Services	27,500
	Subtotal	27,500
<u>CONSTRUCTION ENGINEERING/INSPECTION:</u>		
212	Contracted & Administrative Engineering Services	-
	Subtotal	-
<u>FLAGGING SERVICE: (Contract Labor)</u>		
70	Labor (Conductor-Flagman) 0 Days @ \$ 350.00	-
50	Labor (Foreman/Inspector) 0 Days @ \$ 504.00	-
70	Additive 187.00% (Transportation Department)	-
50	Additive 222.00% (Engineering Department)	-
	Subtotal	-
<u>SIGNAL & COMMUNICATIONS WORK:</u>		
-		
<u>TRACK WORK:</u>		
-		
<u>PROJECT SUBTOTAL:</u>		27,500
900	<u>CONTINGENCIES:</u> 0.00%	-
<u>PROJECT TOTAL:</u>		27,500
<u>CURRENT AUTHORIZED BUDGET:</u>		-
<u>TOTAL SUPPLEMENT REQUESTED:</u>		27,500
<u>DIVISION OF COST:</u>		
	Agency 100.00%	27,500
	Railroad 0.00%	-
NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.		
This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work.		
Office of Chief Engineer Public Projects-Jacksonville, Florida		
Estimated prepared by: E.J. Olsen		Approved by: KSW CSXT Public Project Group
DATE: 10/28/20	REVISED: 01/00/00	DATE: 10/28/20

CSXT Schedule PA
(Advance Payment – Preliminary Engineering Agreement)

PAYMENT SUBMISSION FORM

PROJECT INFORMATION

CSX OP No.: _____
Description: Gulfport, Harrison County, MS; 25th Ave. PE for installation of 4 quad gates
Agreement Amount: \$27,500

Payment is hereby provided in accordance with the terms of Section 3.3 Payment Terms of the Agreement dated _____, between Agency and CSXT.

A copy of this Payment Submission Form shall accompany all payments delivered by Agency to CSXT which shall be forwarded to the following address:

**CSX Transportation, Inc.
P.O. Box 530192
Atlanta, GA 30353-0192**

Payment due within ten (10) days of Agency's receipt of fully executed agreement

(All information below to be completed by Agency providing Payment)

<u>Payment Date</u>	<u>Payment Amount</u>	<u>Check No.</u>
---------------------	-----------------------	------------------

_____	_____	_____
-------	-------	-------

Date: _____

By: _____

Please send copy of check to:
CSX Transportation
Scott Willis Project
Project Manager – Public Projects
500 Water Street J-301
Jacksonville, FL 32202

Name: _____

Title: _____

Phone: _____

Email: _____

**CSX TRANSPORTATION – GOVERNMENT BILLING DEPT
NEW PROJECT FORM**

To ensure compliance with Federal requirements, please provide the following information so that CSXT may accurately and appropriately setup and handle the necessary accounting associated with the proposed project.

*1) Is the project Federally Funded?

*2) Funding Source: If the project is funded by multiple sources please provide the approximate anticipated percentage of the total project cost to be paid by each source.

If multiple or other please describe here:

*3) Project Requirements

- ☐ Procurement Restrictions (e.g. Buy America(n), Buy State, US Steel)
☐ Procurement Restrictions Waiver
☐ Suspended / Debarred
☐ Davis-Bacon Act
☐ E-Verify
☐ Other, please describe here

*4) Single Audit Type: Please advise if the project is subject to single audit requirements by completing the appropriate box below (complete only one box).

Not Applicable ☐
 CSX is not subject to the Single Audit.

Note: This audit is not related to the project specific audit performed by your agency.

Federal Audit ☐
 Please Specify ☐ OMB Circular A-133
☐ Uniform Guidance

Single Audit Status ¹ ² ;
☐ Vendor (CFDA # Not Required)
☐ Recipient (CFDA #)
☐ Sub-Recipient (CFDA #)

Florida Single Audit ☐
 (Florida Statute 215.97)

CSFA # ³

Recipient. The Federal Sub-Recipient and Vendor Determination Checklist is enclosed for reference.

² **CFDA Number:** If CSX is subject to the Federal Single Audit, please provide the Catalog of Federal Domestic Assistance (CFDA) number.

³ **CSFA Number:** If CSX is subject to the Florida Single Audit, please provide the Catalog of State Financial Assistance (CSFA) number.

*Please Note: Per 2 CFR 200.425(a), CSXT can recover Federal Audit costs directly through this project.
 For Audit related questions, contact GBCompliance@csx.com.

5) Agency Bill To Information

*Name:		Federal Award #:	
*Legal Address (1):		Date of Award:	
*Phone:			
*Email			

Signature of Applicant
 Please sign, print (optional), and e-mail this form to the authorized CSX representative

Signature of Applicant:		Date:	
--------------------------------	----------------------	--------------	----------------------

FEDERAL SUBRECIPIENT AND VENDOR DETERMINATION CHECKLIST
Reference 29CFR99.210 and OMB Circular A-133.210

Subrecipient and Vendor Determinations

- (a) **General:** An addressee may be a recipient, a subrecipient, and a vendor. Federal awards expended as a recipient or a subrecipient would be subject to audit under this part. The payments received for goods or services provided as a vendor would not be considered Federal awards. The guidance in paragraphs (b) and (c) of this section should be considered in determining whether payments rendered to CSX constitute a Federal award or a payment for goods and services.

SUBRECIPIENT:

- (b) **Federal Award:** Characteristics indicative of a Federal award received by a subrecipient are when the organization:

1. Determines who is eligible to receive what Federal financial assistance
2. Has its performance measured against whether the objectives of the Federal program are met
3. Has responsibility for programmatic decision-making
4. Has responsibility for adherence to applicable Federal program compliance requirements
5. Uses the Federal funds to carry out a program of the organization as compared to providing goods or services for a program of the pass-through entity

VENDOR

- (c) **Payment for goods and services:**

1. Provides the goods and services within normal business operation
2. Provides similar goods or services to many different purchasers
3. Operates in a competitive environment
4. Provides goods or services that are ancillary to the operation of the Federal program
5. Is not subject to compliance requirements of the Federal program

- (d) Use of judgment in making determination: There may be unusual circumstances or exceptions to the listed characteristics. In making the determination of whether a subrecipient or vendor relationship exists, the substance of the relationship is more important than the form of the agreement. It is not expected that all of the characteristics will be present and judgment should be used in determining whether an entity is a subrecipient or vendor.

Source: <http://www.whitehouse.gov/the-press-office/2012/01/11/12-01-11-148>. #10 Subrecipient and vendor determinations)

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 _____, 2021, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE AND AUTHORIZE EXECUTION OF LETTER AGREEMENT WITH LPK ARCHITECTS – GULF COAST, PA, FOR ENGINEERING AND ARCHITECTURAL SERVICES FOR THE DEPOT DOWNTOWN IMPROVEMENTS PROJECT – GULFPORT, MS, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to undertake a project to construct improvements to the station building, station access, and parking facilities, to include a new platform with a focus on historic restoration of the East/West passenger rail platform; and

WHEREAS, pursuant to authority of the Gulfport City Council, a Request for Proposals was issued and seven (7) firms responded to the same (See Exhibit “A” hereto); and

WHEREAS, following a grading and selection process, LPK Architects – Gulf Coast, PA, was selected to provide engineering and architectural services to include, but not limited to, surveying, development on construction plans/specifications, preparation of easements/right of way maps and deeds for purchases, environmental related services, bidding phase services, construction engineering and inspection services; and after negotiations between the City of Gulfport and LPK Architects – Gulf Coast, PA, a proposed Agreement for the said services is submitted for review and approval, as set forth in the memorandum and supporting documentation from Wayne Miller, P.E., Public Works Director, all attached hereto as collective Exhibit “A”; and

WHEREAS, the Mayor and Council are of the opinion that entry into the Agreement attached hereto as a part of Exhibit “B” 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 the proposed Agreement with LPK Architects – Gulf Coast, PA, as attached hereto as a part of Exhibit “B” be, and it is hereby approved, and the Mayor is hereby authorized to execute and deliver said agreement on behalf of the City of Gulfport, Mississippi.

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

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2021.

MAYOR

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Jessica Versiga, Procurement Specialist

Date: February 2, 2021

Re: RFP for Engineering Services / Depot Downtown Improvements

On December 17, 2020, the City of Gulfport received seven (7) submissions in response to the above mentioned RFP. The submissions were distributed to the selection committee to review and grade and determine if there was a need for interviews.

On January 27, 2021, the committee met to discuss, grade and open the cost proposal of the submittals. Final grading scores are shown in the table below.

Grading Criteria	Machado Patano	Shaw Design Group	Compton Engineering	EGH	Williams & Associates	LPK	Railroad Consultants
1. The experience in performing the type of work outlined in the scope of work. (20 pts)	39	59	60	39	50	55	58
2. Qualifications of the principals and professionals to be assigned. (20 pts)	54	55	52	54	54	56	49
3. The consultant's experience in working with projects involving public funding.(20 pts)	60	60	54	60	60	60	51
4. The extent of in-house capabilities of the firm.(20 pts)	60	48	58	60	53	56	60
5. The consultant's size and capability of available staff perform this work in accordance with an expedited progress schedule, considering the firm's current and planned workload.	60	57	54	59	58	59	55
TOTAL POINTS	273	279	278	272	275	286	273

Based on the results of the grading criteria, it is my recommendation to approve the recommendation as well as the attached contract with LPK the highest scoring group. Thank you for your consideration

RFP Evaluation Form - Depot Downtown Improvements

Evaluator # 3		Machado Patano	Shaw Design Group	Compton Engineering	EGH	Williams & Associates	LPK	Railroad Consultants
Evaluation Criteria	Points							
1. The experience in performing the type of work outlined in the Scope of work;	20	10	20	20	10	15	17	20
2. Qualifications of the principals and professionals to be assigned;	20	18	18	15	18	18	18	15
3. The consultants experience in working with projects involving public funding;	20	20	20	15	20	20	20	15
4. The extent of in-house capabilities of the firm; and	20	20	10	20	20	18	18	20
5. The consultants size and capability of available staff to perform the work in accordance with an expedited progress schedule, considering the firm's current and planned work load.	20	20	20	20	20	20	20	20
TOTAL SCORE	100	88	88	90	88	91	93	90
Please use bottom and/or back of sheet to note <u>strengths</u> of each firm. Extensive notes should be given to justify the grades as assigned per firm.		Familiar w/ COG Projects	Local firm familiar w/ Project	Experienced w/ rail project.	Multiple projects w/ COG	Local firm experienced w/ project	Familiar w/ Project Received Grant	Experienced w/ Rail Projects
Please use bottom and/or back of sheet to note <u>weaknesses</u> of each firm. Extensive notes should be given to justify the grades as assigned per firm.		No experience w/ rail project	Extent of in-house capabilities	Minimal experience w/ COG Projects	No experience w/ rail projects	Goldport Fire House # 7	Extent of in-house capabilities	No experience w/ COG Projects

RFP Evaluation Form - Depot Downtown Improvements									
Evaluator #		Machado Patano	Shaw Design Group	Compton Engineering	EGH	Williams & Associates	LPK	Railroad Consultants	
2									
	Points								
	1. The experience in performing the type of work outlined in the Scope of work;	20	19	20	10	16	18	20	
	2. Qualifications of the principals and professionals to be assigned;	20	18	18	17	18	18	15	
	3. The consultants experience in working with projects involving public funding;	20	20	20	20	20	20	18	
	4. The extent of in-house capabilities of the firm; and	20	18	18	20	15	18	20	
	5. The consultants size and capability of available staff to perform the work in accordance with an expedited progress schedule, considering the firm's current and planned work load.	20	18	15	19	19	20	17	
	TOTAL SCORE	100	93	91	86	88	94	90	
	Please use bottom and/or back of sheet to note strengths of each firm. Extensive notes should be given to justify the grades as assigned per firm.	Worked w/ CoG	Local Firm	BBB Experience Alt of Rail experience	Many CoG projects completed	Local firm	familiar w/ project helped w/ grant	Pls/Hade of rail projects	
	Please use bottom and/or back of sheet to note weaknesses of each firm. Extensive notes should be given to justify the grades as assigned per firm.	No rail work	In-house capabilities	Lt-Hle to no experience w/ CoG	No rail experience	Fast project - same	1st time capabilities	No CoG experience	

RFP Evaluation Form - Depot Downtown Improvements

Evaluator # 1		Machado Patano	Shaw Design Group	Compton Engineering	EGH	Williams & Associates	LPK	Railroad Consultants
Evaluation Criteria	Points							
1. The experience in performing the type of work outlined in the Scope of work;	20	19	20	20	19	19	20	18
2. Qualifications of the principals and professionals to be assigned;	20	19	19	19	19	18	20	19
3. The consultants experience in working with projects involving public funding;	20	20	20	19	20	20	20	18
4. The extent of in-house capabilities of the firm; and	20	20	20	20	20	20	20	20
5. The consultants size and capability of available staff to perform the work in accordance with an expedited progress schedule, considering the firm's current and planned work load.	20	20	19	19	20	19	19	18
TOTAL SCORE	100	98	98	97	98	96	99	93
Please use bottom and/or back of sheet to note strengths of each firm. Extensive notes should be given to justify the grades as assigned per firm.								
Please use bottom and/or back of sheet to note weaknesses of each firm. Extensive notes should be given to justify the grades as assigned per firm.								



Memorandum – City of Gulfport

PUBLIC WORKS

To: Connie Debenport, Purchasing

CC: Mayor Billy Hewes
Dr. John Kelly, CAO
Travis Hart, Finance
Jeremy Harrison, P.E., Assistant City Engineer
Tyler Gentry, Assistant Director of Public Works - Operations

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

WEM

Date: 02/08/2021

Re: **Recommendation to Approve LPK Architects – Gulf Coast, P.A. for and Engineering/ Architectural Services**
- **Federal Railroad Administration**
- **Depot Downtown Improvements Project – Gulfport, MS**

Attached for your consideration is the Contract Agreement for Engineering and Architectural Services with LPK Architects – Gulf Coast, P.A. for the referenced project in the Not-to-Exceed amount of \$32,000. The scope of the services includes, but is not limited to, surveying, development of construction plans/specifications, preparation of easements/right-of-way maps and deeds for purchases, environmental related services, bidding phase services, construction engineering, and inspection services.

The grant will be used to construct improvements to the station building, station access, and parking facilities, and include a new platform. This project is centered on historic restoration of the East/West passenger rail platform at the depot in downtown Gulfport. All work will be coordinated with the Southern Rail Commission and done in accordance with the American Disabilities Act.

No additional funds are needed at this time. The total cost of the engineering, architecture, and construction for this project is \$404,277.00. The project is funded 50.0% or \$202,000.00 by the Federal Railroad Administration with the remaining 50.0% or \$202,277.00 being funded by the City.

I recommend approval of the contract.

Please place this item on the February 16, 2021 Council Agenda.

This item has been approved by:

Mayor or C.A.O. _____

Attachments:

1. Contract Agreement for Engineering/Architectural Services



AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 5th day of February in the year 2021
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Gulfport, Mississippi
c/o Wayne Miller, Director of Public Works
4050 Hewes Avenue
Gulfport, MS 39507
(228) 868-5740
wmiller@gulfport-ms.gov

and the Architect:
(Name, legal status, address and other information)

LPK Architects – Gulf Coast, P.A.
2208 18th St., Suite D
Gulfport, MS 39501
(228) 265-7980
jolsen@lpkarchitects.com

for the following Project:
(Name, location and detailed description)

Depot Downtown Improvements Project – Gulfport, MS

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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User Notes: (2000115308)

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

See Exhibit B

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Historic Gulf and Ship Island Railroad Station built in 1904 and located at 1419 27th Avenue

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

\$372,000.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

TBD

Init.

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bidding

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Wayne Miller, Director of Public Works
4050 Hewes Avenue
Gulfport, MS 39507
(228) 868-5740
wmliller@gulfport-ms.gov

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD

.2 Civil Engineer:

See 1.1.11.2

Init.

- .3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

Surveyor: TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

John K. Olsen, Jr., AIA, NCARB
220818 18th Street, Suite D
Gulfport, MS 39501
(228) 265-7980
jolsen@lpkarchitects.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

N/A

- .2 Mechanical Engineer:

N/A

- .3 Electrical Engineer:

N/A

§ 1.1.11.2 Consultants retained under Supplemental Services:

1. Civil Engineer:
Simpkins & Costelli Inc.
401 32nd 1/2 St.
Gulfport, MS 39507
(228) 864-6289
michael@simpkins-costelli.com

2. Structural Engineer:
Simpkins & Costelli Inc.
401 32nd 1/2 St.
Gulfport, MS 39507
(228) 864-6289
michael@simpkins-costelli.com

3. Mechanical Engineer:
Stephens Mechanical Engineering LLC.
925 Tommy Munro Dr., Suite B
Biloxi, MS 39532
(228) 207-3322
les@stephensmecheng.com

4. Electrical Engineer:
Welcon Electrical Consultants
14116 Customs Blvd, Suite 111
Gulfport, MS 39503

Init.

§ 1.1.12 Other Initial Information on which the Agreement is based:

N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and Two Million Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and

excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand (\$ 500,000) each accident, Five Hundred Thousand (\$ 500,000) each employee, and Five Hundred Thousand (\$ 500,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Four Million Dollars (\$ 4,000,000) per claim and Four Million Dollars (\$ 4,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and

Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the

Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to

Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Owner
§ 4.1.1.2 Multiple preliminary designs	NP
§ 4.1.1.3 Measured drawings	NP
§ 4.1.1.4 Existing facilities surveys	NP
§ 4.1.1.5 Site evaluation and planning	NP
§ 4.1.1.6 Building Information Model management responsibilities	NP

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.7 Development of Building Information Models for post construction use	NP
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	NP
§ 4.1.1.10 Architectural interior design	NP
§ 4.1.1.11 Value analysis	NP
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	NP
§ 4.1.1.13 On-site project representation	NP
§ 4.1.1.14 Conformed documents for construction	NP
§ 4.1.1.15 As-designed record drawings	NP
§ 4.1.1.16 As-constructed record drawings	NP
§ 4.1.1.17 Post-occupancy evaluation	NP
§ 4.1.1.18 Facility support services	NP
§ 4.1.1.19 Tenant-related services	NP
§ 4.1.1.20 Architect's coordination of the Owner's consultants	NP
§ 4.1.1.21 Telecommunications/data design	NP
§ 4.1.1.22 Security evaluation and planning	NP
§ 4.1.1.23 Commissioning	NP
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	NP
§ 4.1.1.25 Fast-track design services	NP
§ 4.1.1.26 Multiple bid packages	NP
§ 4.1.1.27 Historic preservation	NP
§ 4.1.1.28 Furniture, furnishings, and equipment design	NP
§ 4.1.1.29 Other services provided by specialty Consultants	NP
§ 4.1.1.30 Other Supplemental Services	Architect

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

4.1.1.8 Civil Engineering – Provided as Supplemental Services by Architect as Required.

4.1.1.30 Other Supplemental Services:

Structural Engineering, Mechanical Engineering and Electrical Engineering - Provided as Supplemental Services by Architect as Required. See paragraph 1.1.11.2.

Other Supplemental Services include preparations of easement/right-of-way maps and deeds for purchases, and environmental related services.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

4.1.1.1 Programming - TBD

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twelve (12) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional

Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the

Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

Init.

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Cost of services performed prior to termination including reimbursable expenses.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Paragraphs deleted)

.2 Percentage Basis
(Insert percentage value)

Six and One Half (6.5 %) of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

(Paragraphs deleted)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Actual cost of the Architect's consultants services plus Ten (10%) of the expenses incurred.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly Rates per Exhibit A or as a negotiated fee.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Fifteen percent (15 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Thirty	percent (	30	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Twenty-five	percent (	25	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Exhibit A

Init.

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

N/A

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

Interest thereon is due and payable pursuant to Mississippi Law.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

Init.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
(Paragraphs deleted)
- .2 Exhibit A: Hourly Rates
- .3
(Paragraphs deleted)
Exhibit B: Owner's Program-Scope of Work

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)



ARCHITECT (Signature)

Robert E. Luke, President

(Printed name, title, and license number, if required)

Init.

Architectural Rates

Sr. Principal	\$225.00/Hour
Sr. Construction Manager	\$175.00/Hour
Principal	\$175.00/Hour
Architect	\$150.00/Hour
Intern Architect/AutoCad Tech	\$100.00/Hour
Administrative Support	\$75.00/Hour

*Architectural rates are subject to change.

**Engineering and Specialty Consultants rates to be provided as needed.



Civil – Structural

January 1, 2021

Fee & Hourly Rate Schedule

Listed below are our current hourly rates for engineering services for 2021:

Principal Engineer	\$225.00 Per Hour
Civil Engineer	\$125.00 Per Hour
Structural Engineer	\$125.00 Per Hour
Construction Engineer	\$100.00 Per Hour
CAD Operator	\$ 70.00 Per Hour
Administrative	\$ 60.00 Per Hour



Lawrence E. Stephens / P.E.
President

February 8, 2021

2021 Hourly Rates

Principal	\$130.00
Senior Engineers (M.E.P.)	\$120.00
Jr. Engineer (M.E.P.)	\$ 90.00
Drafter	\$ 75.00
Construction Administrator	\$ 80.00
Clerical	\$ 60.00

February 8, 2021

LPK Architects
Mississippi Gulf Coast Office
2208 18th St., Suite D
Gulfport, MS 39501

Ref: Electrical Design/Engineering Rates

Mr. John K. Olsen, Jr.:

I would like to offer billing rates for professional services to LPK Architects. These services to include but not be limited to: engineering, design, specifications, contract documents, estimation, drafting, submittal review, and site inspection services.

1. Professional Services

WORK DESCRIPTION	HOURLY RATE
Principal Engineer	\$ 175.00
Engineering and design	\$ 125.00
CAD technician	\$ 75.00
Site Inspection	\$ 125.00
Meetings (Engineer)	\$ 125.00
Administrative	\$ 50.00

2. Travel Expenses

- Travel expenses will be billed in addition to hourly services as stated above.
- Travel expenses will be billed for projects that require travel outside of the state of Mississippi or 150 miles from Welcon's office. Vehicular travel (company vehicle) will be billed at \$0.50 per mile for total mileage driven.
- All applicable travel expenses including meals, lodging, rentals, airfare will be billed at the actual cost, for reimbursement.

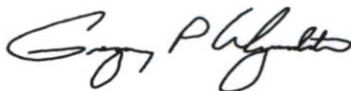
3. Reprographic / Office / Printing Expenses

- Reprographic/Office/Printing expenses will be billed in addition to hourly services as stated above.
- All applicable office expenses and/or printing and reprographic expenses will be billed at their actual cost, for reimbursement.

These rates are applicable through December 31, 2022.

Fees will be determined on a per project basis as directed by LPK Architects. Project fees may be hourly, percentage based, or definite quoted amount for each project proposal.

Respectfully,



Gregory P. Wyrosdick, P.E.
WELCON Electrical Consultants

WELCON
Electrical Consultants, PLLC
14116 Customs Boulevard,
Suite #111
Gulfport, MS 39503
Phone: 228.822.8000
Fax: 228.206.3000
Web: welconconsultants.com
MS License # 15175
AL License # 33359
LA License # 39721
FL License # 80046
TX License # 128235
AR License # 19399

Attachment A. SCOPE OF WORK – Gulfport, MS

Gulfport, MS Station Platform Canopy Rehabilitation and ADA Compliance (Gulfport Station)

The Subrecipient will construct improvements to the station building, station access, and parking facilities, and include a new platform. This project is centered on historic restoration of the East/West passenger rail platform at the depot in downtown Gulfport. All work will be coordinated with the SRC and done in accordance with the ADA.

The City's goal is to replicate the aesthetics and modernize the lighting shown in historic photos, which show the passenger rail platform with a decorative canopy and lighting.

Detailed Work Plan

The Subrecipient will assist SRC in preparing a Detailed Project Work Plan, Budget, and Schedule (Work Plan) for the following tasks, as required by FRA. The Work Plan will describe, in detail, the activities and steps necessary to complete the tasks outlined below. The Work Plan will also include information about the project management approach (including team organization, team decision-making, roles and responsibilities and interaction with SRC and FRA), as well as address quality assurance and quality control procedures. In addition, the Work Plan will include the project schedule (with Subrecipient and agency review durations) and a detailed project budget. SRC will include in the Work Plan: agreements with the host railroad to access the railroad's property and perform the engineering or construction activities, agreements governing the maintenance of the Project, this Agreement, and all other agreements SRC executes with local governmental agencies detailing flow down provisions of this Agreement (together, "Project Agreements").

The Subrecipient acknowledges that work on subsequent tasks will not commence until the Work Plan has been completed, submitted to FRA, and SRC has notified the Subrecipient of approval in writing from FRA, unless such work is permitted by pre-award authority provided by FRA. SRC will not reimburse the Subrecipient for costs incurred in contravention of this requirement.

Task a Engineering Design. The Subrecipient will prepare, or cause to be prepared, PE and Final Design sets, including a detailed cost estimate and schedule for the subproject. Subrecipient will submit the PE Design and Final Design sets to SRC for submittal to FRA, review, and acceptance.

During the PE phase, the Grantee, in coordination with the City, will keep FRA apprised as the subproject design advances, and will:

- Assist SRC and FRA in developing any documentation necessary for continuing consultation with the Mississippi Department of Archives and History (MDAH), the Mississippi SHPO, in accordance with Section 106 of the NHPA, and/or
- Will provide SRC and FRA with necessary documentation for FRA to be able to determine the applicability of the Advisory Council on Historic Preservation's (ACHP) Program Comment to Exempt Consideration of Effects to Rail Properties Within Rail Rights-of Way (August 17, 2018) to the subproject. (NOTE: Although the effective date

of the Program Comment is later than the date of FRA's original consultation with SHPO, the terms of the Program Comment allow Appendix A: Exempted Activities List to be applied to subprojects under this grant where appropriate.)

The subrecipient will conduct, or cause to be conducted, a facilities assessment to determine specific interior ADA improvement requirements, an interior and exterior lighting assessment, and a general storm water control evaluation to determine if a channel needs to be constructed.

1. Preliminary Engineering (30% design)

- The Subrecipient will provide scale maps or scale aerial photography of existing conditions at a scale of one inch = 100 feet or less, depending on complexity of location.
- The Subrecipient will prepare design plan drawings overlaid on maps/photography showing, as applicable, design criteria and specifications, existing right-of-way limits along with railroad ownership; public and private at-grade crossings; distance from any obstruction on the platform to the edge of the platform; passenger stations, building(s), platforms, parking, access to primary highway system in the area, and public transit services and facilities.
- The Subrecipient will ensure that design submittals include a title sheet identified with a drawing revision number or date; an index identifying various plan sheets comprising the drawing set; a legend of symbols or abbreviations.
- The Subrecipient will obtain signature approval of the PE cover sheet (or another concurrence notification deemed appropriate by FRA) by the City of Gulfport, CSX, Kansas City Southern, and Amtrak.

Deliverables:

- PE Design set, which includes design plans, cost estimate and schedule
- CSX – City of Gulfport Right-of-Entry Agreement

2. Final Design. The Subrecipient will complete Final Design and submit to SRC for submittal to FRA, review, and acceptance. Following FRA acceptance of the PE Design, the Subrecipient may enter into the Final Design stage in which the PE Design deliverables will be updated, as necessary.

Deliverables:

- Final Design set, which includes design plans and updated cost estimate and schedule

NOTE: If the outcome of final design alters the scope that is described within the FRA approved NEPA CE, the Subrecipient will notify SRC and FRA immediately and await a notice to proceed before commencing with construction.

Task b Construction. Subrecipient will ensure and oversee construction, on-site railroad operations services (e.g., flaggers), and engineering inspection activities as required from the

host railroads. Subrecipient will complete platform, station access, parking facility, station building, and site access improvements as identified in the Detailed Project Work Plan, which includes elements such as the following:

- Platform: constructing a new 100-foot platform canopy; installing new canopy lighting; replacing existing platform and tactile strips with a new concrete platform and tactile strips; and painting existing north-south wood frame north-south platform canopy.
- Station Access: constructing ramps and sidewalks to improve pedestrian crossings; installing tactile warning strips on walkways that connect to the platform to maintain the historic aesthetic while improving safety and connectivity.
- Parking Facilities: pending outcome of exterior lighting assessment, upgrading security lighting and parking lot lighting at city-owned parking lot adjacent to the depot; and adding site lighting at the existing long-term parking.
- Station Building: constructing a new HVAC equipment enclosure; and installing bike racks affixed to the sidewalk near the main entrances of the depot; pending results of the facilities assessment, completing work such as restroom upgrades, ramp revisions, and other minor modifications; and pending outcome of interior lighting assessment, upgrade select light fixtures
- Site work: depending on outcome of stormwater control evaluation, installing a stormwater conveyance channel; and landscape improvements.

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 _____, 2021, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
TO APPROVE AMENDMENT NO. 1 TO AGREEMENT FOR DEBRIS REMOVAL
SERVICES WITH CROWDERGULF, LLC, AND FOR RELATED PURPOSES**

WHEREAS, the City of Gulfport entered into a pre-event agreement for debris removal services with CrowderGulf, LLC, pursuant to which CrowderGulf would provide debris removal services, as outlined in the agreement, following any natural disaster which caused sufficient damage for the City of Gulfport to initiate city-wide debris removal program; and

WHEREAS, Hurricane Zeta struck the Mississippi Gulf Coast on or about October 28, 2020, and caused significant damage in the area, including a damage to trees and structures throughout the City of Gulfport to such an extent that the City of Gulfport elected to initiate a city-wide debris removal program using CrowderGulf, LLC, as the debris removal contractor; and

WHEREAS, it is now necessary to increase the “not to exceed” amount to \$6,189,808.62 to account for an increase in the estimated amount of debris to be removed and disposed of; and

WHEREAS, a proposed Amendment No. 1 to the aforementioned Agreement is attached hereto as Exhibit “A” for consideration by the Gulfport City Council; and

WHEREAS, approval of the Amendment attached hereto as Exhibit “A” is in the best interest of the City of Gulfport, Mississippi.

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

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

SECTION 2. That the Amendment No. 1 attached hereto as Exhibit “A” be and the same is hereby approved and the Mayor is, hereby, authorized to execute and deliver 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 and shall be in full force and effect upon its passage.

The above and foregoing Resolution was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the Resolution adopted, this the _____ day of _____, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2021.

MAYOR

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, CPPB

Date: February 9, 2021

**Re: Hurricane ZETA Debris Removal Services
Request to Approve Change Order #1**

Please see attached letter of recommendation from Director of Public Works, Wayne Miller requesting approval of the Change Order #1 in the additive amount of \$2,788,018.62.

Original Contract Amount	\$3,411,790.00
Change Order #1	\$2,788,018.62
Total Contract Price	\$6,189,808.62

It is my recommendation that you approve this request. Thank you for your consideration.



Memorandum — City of Gulfport

PUBLIC WORKS

To: Connie Debenport, Purchasing

CC: Mayor Billy Hewes
Dr. John Kelly, CAO
Gerard Bellocq, Finance

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

WEM
(vw)

Date: 02/08/2021

Re: Recommendation to Approve Change Order No. 1 and Issuance of a Special Check for Invoice GPM123120-07

- Hurricane Zeta Debris Removal Services
- CrowderGulf, LLC.

Attached for your consideration is Change Order No. 1 for Debris Removal Services with CrowderGulf, LLC for the referenced project in the additive amount of \$2,778,018.62. This brings the total cost of Debris Removal Services to a Not-To-Exceed amount of \$6,189,808.62. The original contract amount is \$3,411,790. The total is based on the assumptions from our best estimates to date.

Pending approval by Council of this Change Order No. 1, we are also requesting issuance of a special check payable to CrowderGulf LLC for Invoice #GPM123120-07 totaling \$614,136.48 to be paid via Purchase Order 221450 and account 301-629907-ZETA.

The Debris Removal Contractor shall assist the City in its emergency debris removal of all storm generated debris; debris pickup, debris hauling, debris staging and reduction, temporary site management, debris management, and final disposal of debris to an approved facility in order to eliminate immediate threats to life, public health and safety, and assist in the economic recovery of the City after Hurricane Zeta.

The City has a pre-event contract with Crowder Gulf, Inc. to remove and dispose of the debris from Hurricane Zeta. This contract will save the City an additional 2.0% on the overall cost from FEMA/MEMA reimbursement for the debris removal. The project should be funded up to 89.5 % by FEMA/MEMA. This will result in 10.5% being the City's Match. The monitoring portion should be funded up to 87.5 % by FEMA/MEMA. This will result in 12.5% being the City's Match.

I recommend approval of the Change Order No. 1 and request the issuance of a special check in the amount of \$614,136.48 to CrowderGulf LLC. Please place this item on the February 16, 2021 Council Agenda.

This item has been approved by:

Mayor or C.A.O. _____

Attachment:

1. Email from Tetra Tech, Inc.
2. Invoice #GPM123120-07

Service Description	Estimated Amount as of 2/5/2021	Estimated Amount Remaining	Estimated Total Amount
C&D DEBRIS REMOVAL FROM ROW TO DISPOSAL 0-29.99 MI	\$ 703,037.03	\$ 6,700.00	\$ 709,737.03
COMM C&D DEBRIS REMOVAL TO DISPOSAL 0-29.99MI	\$ 31,652.14	\$ -	\$ 31,652.14
COMM VEG DEBRIS REMOVAL TO DISPOSAL 0-29.99MI	\$ 46,814.58	\$ -	\$ 46,814.58
FIRETOWER LANDFILL DISPOSAL FEE - C&D	\$ 657,930.60	\$ 6,000.00	\$ 663,930.60
FIRETOWER LANDFILL DISPOSAL FEE - MULCH	\$ 266,956.65	\$ -	\$ 266,956.65
HAULOUT OF MULCH FROM DMS TO FDS 0-29.99 MI	\$ 266,775.15	\$ -	\$ 266,775.15
HAZARDOUS HANGER REMOVAL	\$ 737,820.00	\$ -	\$ 737,820.00
MANAGEMENT OF TDSRS - CANAL ROAD DMS	\$ 29,500.00	\$ -	\$ 29,500.00
MANAGEMENT OF TDSRS - CENTENNIAL DMS	\$ 17,000.00	\$ -	\$ 17,000.00
REDUCTION OF DEBRIS AT DMS VIA GRINDING	\$ 929,375.50	\$ -	\$ 929,375.50
REMOVAL OF HAZARDOUS STUMPS 12-23.99 IN	\$ 200.00	\$ -	\$ 200.00
REMOVAL OF HAZARDOUS STUMPS 24-35.99 IN	\$ 750.00	\$ -	\$ 750.00
REMOVAL OF HAZARDOUS STUMPS 36-47.99 IN	\$ 400.00	\$ -	\$ 400.00
REMOVAL OF HAZARDOUS TREES 13-24.99 IN	\$ 21,900.00	\$ -	\$ 21,900.00
REMOVAL OF HAZARDOUS TREES 25-36.99 IN	\$ 8,200.00	\$ -	\$ 8,200.00
REMOVAL OF HAZARDOUS TREES 37-48.99 IN	\$ 1,100.00	\$ -	\$ 1,100.00
REMOVAL OF HAZARDOUS TREES 6-12.99 IN	\$ 5,475.00	\$ -	\$ 5,475.00
UPROOTED STUMP REMOVAL FROM ROW TO DMS 0-29.99 MI	\$ 1,408.34	\$ -	\$ 1,408.34
VEG DEBRIS REMOVAL FROM ROW TO DMS 0-29.99 MI	\$ 2,442,397.56	\$ -	\$ 2,442,397.56
Grand Total	\$ 6,168,692.55	\$ 12,700.00	\$ 6,181,392.55

**** All figures pending final reconciliation and invoicing.**



DEPARTMENT OF ENGINEERING

INVOICE REVIEW CHECKLIST

Project Name: Hurricane Zeta Debris Removal (CrowderGulf) Date: 02/04/2021
PO #: 221450 Invoice #: GPM123120-07
Available Funds: \$2,643,869.05 Funding Source: FEMA

☒ **Project Engineer has provided a Cover Letter that includes the following:**

- ☒ Submitted on Engineering Firm's letterhead
- ☒ Addressed to the City Engineer
- ☒ Project title is in the subject line
- ☒ Date of the invoice
- ☒ Invoice number (e.g., Invoice # 1)
- ☐ Purchase Order number
- ☐ Dates of service of the invoice (cannot begin prior to contract execution or after contract termination)
- ☐ Invoice amount
- ☒ Signed by Project Engineer

Engineering Executive Secretary: NS Budget Analyst: V. Weaver

☒ **Project Engineer/Contractor has provided an Invoice that includes the following:**

- ☒ Submitted on Engineering Firm's letterhead
- ☒ Includes remittance address
- ☒ Date of the invoice
- ☒ Invoice number (e.g., Invoice # 1)
- ☒ Purchase Order number
- ☒ Dates of service of the invoice
- ☐ Project title
- ☒ Amount invoiced by Task
- ☒ Funding amounts allocated for each task/line item has not been overspent
- ☐ Includes funding account(s) for invoice payments

Engineering Executive Secretary: NS Budget Analyst: V. Weaver

☒ **Project has been Inspected by Department of Engineering and current pay items meet Quality Expectations.**

DOE Representative: [Signature]

☒ **Project Engineer/Contractor has provided an Invoice Summary which summarizes all work completed per task during the dates of service of the invoice.**

- ☒ Invoice and invoice summary must be consistent with the Scope of Work and Project Timeline
- ☐ Funding amounts allocated for each task/line item has not been overspent; if so justification is submitted
- ☒ All sub-consultants must also submit an invoice summary for work completed

DOE Representative: [Signature]

☒ **Project Engineer has provided Documentation of Expenditures (receipts, staff timesheets, cancelled checks to consultant, consultant invoices, etc.)**

- ☒ All costs are eligible (review eligible and ineligible expenses per the Contract)
- ☒ Review invoice and deliverable(s) to verify what was paid for has been obtained
- ☒ If the Grantee has an Indirect Cost Allocation Plan (ICAP), documentation of the approved percentage and breakdown of indirect costs per task is provided

DOE Representative: [Signature]



TETRA TECH

January 26, 2021

Wayne E. Miller, P.E.
Director of Public Works
4050 Hewes Avenue
Gulfport, MS 39507

Subject: Review of Crowder Gulf Invoice GPM123120-07

Dear Mr. Miller,

As requested, Tetra Tech has performed a review of CrowderGulf (the "Contractor") invoice number GPM123120-07 for services rendered to the City of Gulfport, MS (the "City") for the period of December 16, 2020 to December 22, 2020. The services provided during this period were in response to Mississippi Hurricane Zeta (FEMA-3550-EM).

For the purposes of the invoice submitted by the Contractor, Tetra Tech has performed a full review of available data. The review involved a comparison of volumes, rates, and ticket level detail recorded in the Tetra Tech database to those presented in the Contractor's invoice. Hauler rates have been verified against contract source but procurement of those rates has not been reviewed. Several quality assurance and quality control ("QA/QC") procedures have been performed on Tetra Tech's database in order to validate an accurate data set for use in debris hauler invoice reconciliation.

Based on the reconciliation performed, Tetra Tech recommends payment of \$614,136.48 with no retainage being withheld.

If you should have any questions regarding this invoice, please feel free to call me at your convenience.

Sincerely,

Ricardo Bosques | Regional Data Manager

RECEIVED
1/28/2021

Emergency Management and Community Resilience Division
2301 Lucien Way, Suite 120 | Maitland, FL 32751
Tel +1 (321) 441-8500 Fax +1 (321) 441-8501 tetratech.com

INVOICE

V#11830

PO 221450

Invoice No.: GPM123120-07

Date: 1/4/2021

Hurricane Zeta

Revised: 1/18/2021

CrowderGulf

5629 Commerce Blvd E

Mobile, AL 36619

251-459-7430 Phone

251-459-7433 Fax

ACCT # 301-029907-ZETA

To: City of Gulfport

4050 Hewes Ave

Gulfport, MS 39507-3903

Attn: Tetra Tech

TDR_ContractorInvoices@tetratech.com

PARTIAL

Veronica Weaver
Signature

2/5/2021
Date

Period Covering: 12/16/2020 through 12/22/2020

Description	Qty	Unit	Rate/Unit	Total
Veg debris removal ROW to DMS 0-29.99 Miles	44,703.50	CY	\$6.70	\$299,513.45
Reduction of debris at DMS Veg grinding	44,703.50	CY	\$2.50	\$111,758.75
C&D debris removal ROW to FDS 0-29.99 Miles	30,278.25	CY	\$6.70	\$202,864.28

See Backup Documentation Attached

If you have any questions, please call Gina Walley 251-459-7430.

TOTAL DUE: \$614,136.48

OK to Pay
JD 2/5/21

Veronica Weaver

From: Natalie Sims
Sent: Friday, February 5, 2021 11:24 AM
To: Veronica Weaver
Subject: CrowderGulf Invoice(s)

Good morning,

The payment packages for CrowderGulf invoices GPM121520-04, GPM121520-04a, GPM121520-05, GPM123120-07, GPM123120-07a, & GPM123120-08 for disaster debris removal services rendered to the City of Gulfport are available for download at the following link:

<https://tt9.box.com/s/pnwicfnffs6mamv108abahy7ynd1n41u>

The invoice packages consists of:

- **Tetra Tech Transmittal Letter** – Summary of work performed and reconciliation notes
- **Tetra Tech Payment Recommendation** – This document shows the data match performed in reconciliation between Tetra Tech and CrowderGulf data sets
- **Hauler Invoice** – The invoice cover and backup submitted by CrowderGulf
- **Ticket Images** – Supporting documentation used to track and monitor each debris hauling and hazard removal ticket by debris type, quantity, pick up and disposal location (hazard removal photos included where applicable)
- **Invoice Details** – Spreadsheet containing pertinent metrics including GPS locations, addresses, debris type, quantity, and reduction methods
- **Truck Certifications** – Document containing photos and measurements (where applicable) for trucks used in debris removal operations within invoicing period

Thank you,

Ricardo Bosques | Regional Data Manager | Post Disaster Programs
Mobile (281) 408-6673 | Ricardo.Bosques@tetrattech.com

Tetra Tech | Complex World, Clear Solutions™ | Emergency Management and Community Resilience Division
2301 Lucien Way, Suite 120 | Maitland, FL 32751 | tetrattech.com

Thank you,

Natalie Sims
Specification Technician/ Administrative Assistant
City of Gulfport – Engineering Department
4050 Hewes Avenue
Gulfport, MS 39507
Phone: (228) 868-5740 Ext: 6611
Fax: (228) 868-5822



City of Gulfport
 Finance & Administration Dept.
 Purchasing Division
 P.O. Box 1780
 Gulfport, MS 39502
 PH: 228.868.5705
 Fax: 228.868.5704
 TAX EXEMPT# 64-74-0087K
 MS. CODE: 27-65-105

Purchase Order

Fiscal Year 2021

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
 PACKAGES AND SHIPPING PAPERS.

Purchase Order # **221450-00**

Delivery must be made within doors of
 specified destination.

BILL TO

11
 OPERATIONS & MAINT
 4050 HEWES AVE
 POC- VERONICA (228-868-5740)
 GULFPORT MS 39507

VENDOR

CROWDER-GULF JOINT VENTURE
 5535 BUSINESS PARKWAY
 THEODORE AL 36582

SHIP TO

ENGINEERING DEPT
 4050 HEWES AVE
 POC-VERONICA (228-868-5740)
 GULFPORT MS 39507

pg 2

Vendor Phone Number 251-654-0470		Vendor Fax Number		Requisition Number 251533		Delivery Reference	
PO Issue Date 01/08/2021		Vendor Number 11836		Date Required		Freight Method/Terms	
						Department/Location Engineering	
Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price		
	The above purchase order number must appear on all invoices, packages, and shipping papers.						
1	AS PER DEBRIS REMOVAL CONTRACT APPROVED BY COUNCIL 9/6/2016 (TERM FOR CONTRACT IS 4/1/17-4/1/2021) -- HURRICANE ZETA DEBRIS REMOVAL 030 -100-169-301-000-629907-ZETA \$3,411,790.00 SEE ATTACHED SEE ATTACHED	1.0	EACH	\$3,411,790.000	\$3,411,790.00		
	030 -100-169-301-000-629907-ZETA 3,411,790.00						
* change order #1 (2-10-21)					Bal: 276,050.70		
⑨ GPM123120-07(1-4-21)					2,778,018.02		
					Bal: 3,054,009.32		
					(614,130.48)		
					Bal: 2,439,932.84		

By Connie Dubeyat MP.
 Authorized Signature

OFFICIAL COPY

PO Total **\$3,411,790.00**



City of Gulfport
Finance & Administration Dept.
Purchasing Division
P.O. Box 1780
Gulfport, MS 39502
PH: 228.868.5705
Fax: 228.868.5704
TAX EXEMPT# 64-74-0087K
MS. CODE: 27-65-105

Purchase Order

Fiscal Year 2021

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order #

221450-00

Delivery must be made within doors of specified destination.

BILL TO

11
OPERATIONS & MAINT
4050 HEWES AVE
POC-VERONICA (228-868-5740)
GULFPORT MS 39507

VENDOR

CROWDER-GULF JOINT VENTURE
5535 BUSINESS PARKWAY
THEODORE AL 36582

SHIP TO

ENGINEERING DEPT
4050 HEWES AVE
POC-VERONICA (228-868-5740)
GULFPORT MS 39507

pg 1

Debris Removal - Hurr. Zeta

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
251-654-0470		251533	

PO Issue Date	Vendor Number	Date Required	Freight Method/Terms	Department/Location
01/08/2021	11836			Engineering

Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price
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	030-100-169-301-000-629907-ZETA 3,411,790.00				
①	GPM113020-01 (1-8-20) (\$722,927.05)				
②	GPM113020-01a (1-8-20) (\$14,000-)				
③	GPM113020-02 (1-8-20) (\$30,993.90)				
	Bal: 2,043,869.05				
④	GPM123120-07A (1-4-21) (\$6,000-)				
⑤	GPM123120-08 (1-4-21) (\$2,004.45)				
⑥	GPM121520-05 (1-4-21) (\$98,775.45)				
⑦	GPM121520-04A (1-4-21) (\$15,000-)				
⑧	GPM121520-04 (1-4-21) (\$2,185,978.45)				
	Bal: \$270,050.70				

By

Connie Dubeyat

Authorized Signature

OFFICIAL COPY

PO Total

\$3,411,790.00

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2021, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
TO APPROVE SECOND AMENDMENT TO LICENSE AGREEMENT BETWEEN
UTILITY SERVICE COMMUNICATIONS CO., INC (LICENSOR) AND CELLULAR
SOUTH REAL ESTATE, INC., (LICENSEE) ALLOWING FOR ADDITION OF
CERTAIN AND VARIOUS PIECES OF EQUIPMENT ON GULFPORT’S WATER
TANK LOCATED ON JACKSON STREET, AND FOR RELATED PURPOSES**

WHEREAS, Cellular South Real Estate, Inc., (“Cellular South” or “Licensee”) has contracted, via a License Agreement, with **Utility Service Communications Co., Inc.**, City of Gulfport’s water tank management and communications marketing agent (“**Licensor**”), for a license to install, maintain and operate certain radio communications equipment on a tank site located at 191-A Jackson Street, Gulfport, MS; and

WHEREAS, Licensor and Licensee desire to modify and amend the aforementioned License Agreement; and

WHEREAS, Licensee desires to remove three (3) RRU and add three (3) RRU of a different mode; and

WHEREAS, License fee shall increase from \$2,500.00 to \$2844.00 upon approval and execution of this Amendment.

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

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

SECTION 2. That the Mayor and City Council hereby officially approve the Second Amendment to License Agreement in substantially the form annexed hereto as **Exhibit “A”**, between the Licenser and Licensee, **Cellular South Real Estate, Inc.,,** and do hereby authorize the Mayor to sign and execute the Second Amendment to License Agreement (and all counterparts thereof) for official approval in behalf of the City of Gulfport, Mississippi.

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

The above and foregoing Resolution, after having been Second 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 _____, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2021.

MAYOR



January 26, 2021

Jennifer Jones
City of Gulfport
2309 15th Street, Second Floor
Gulfport, MS 39501

RE: Cellular South Real Estate, Inc.
2nd Amendment – 191- A Jackson Street, Gulfport, MS 39503

Dear Ms. Jones:

Enclosed are three (3) white copies of the second amendment for the above site. We have also included two (2) gray slip signature pages for signature as well. Please insert one (1) of the gray signature page copies into the gray copy that was sent to Kris and return the one (1) executed gray signature page and one (1) white amendment copy back to our office.

Please present this amendment for approval and signature at the next upcoming city council meeting on Feb 16, 2021. After all copies are signed, the City of Gulfport can retain one or two white copies for their records (whichever is needed). Please return the remaining one (1) white and one (1) gray slip sheet copy in the enclosed FedEx envelope.

If you have questions, please contact me by email at dawn.winkle@suez.com or phone at 478-988-5273. Thank you for your assistance.

Sincerely,

A handwritten signature in blue ink that reads "Dawn Winkle". The signature is fluid and cursive, with the first name "Dawn" and last name "Winkle" clearly distinguishable.

Dawn Winkle
Contract Specialist

Enclosures



ORIGINAL

11-3-2020

Tank Owner: City of Gulfport
Tank Location: 191-A Jackson Street
Gulfport, MS 39503
Licensors Project No.: 126525
Licensee Name: Cellular South Real Estate, Inc.
Licensee Site ID: MS1873
Licensee Site Name: Dedeaux Rd WT

Second Amendment to License Agreement

THIS SECOND AMENDMENT TO LICENSE AGREEMENT ("Second Amendment") is made as of this 30th day of November, 2020, between Utility Service Communications Co., Inc., a part of SUEZ, a Georgia Corporation, whose business address is P.O. Box 1350, 535 Courtney Hodges Blvd., Perry, Georgia 31069 (herein referred to as the "Licensor" or "Company") and The City of Gulfport, whose business address is 2309 15th Street, Gulfport, MS 39501 (herein referred to as the "Tank Owner") and Cellular South Real Estate, Inc., a Mississippi corporation, whose business address is, 1018 Highland Colony Parkway, Suite 330 Ridgeland, MS 39157 (herein referred to as the "Licensee").

WITNESSETH

WHEREAS, Licensor, Tank Owner and Licensee entered into a License Agreement dated April 13, 2012 ("Agreement"), a First Amendment dated May 3, 2016 ("First Amendment"), whereby Licensor granted Licensee permission to install, maintain and operate certain radio communications equipment ("Equipment") on a Tank Site located at 191-A Jackson Street, Gulfport, MS 39503.

WHEREAS, Licensor, Tank Owner and Licensee desire to modify and amend the Agreement and the First Amendment as set forth herein.

WHEREAS, Licensee desires to remove three (3) RRU and add (3) RRU of a different model.

WHEREAS, Licensee, PRIOR TO ANY MODIFICATIONS TO THE SITE must provide to Licensor all licenses, permits and any other required documentation; *however*, if said documents are not obtainable prior to the execution of this Second Amendment, Licensee must submit said documentation to Licensor no later than three (3) days from their issuance.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Agreement, the parties hereto agree as follows:

1. Exhibit A-1 attached to the First Amendment is hereby replaced with Exhibit A-2 attached.
2. Exhibit D-1 attached to the First Amendment is hereby replaced with Exhibit D-2 attached.
3. Exhibit E-1 attached to the First Amendment is hereby replaced with Exhibit E-2 attached.
4. The amount of the Site Fee provided for in Section 4 of the First Amendment shall be amended to reflect an increase in the Site Fee to: Two Thousand Eight Hundred Forty Four and No/100 (\$2,844.00) Dollars effective the earlier of the first day of the month in which the modifications commence or January 1, 2021 (New Site Fee Commencement Date), which shall be due and payable on the first day of each month. The Site Fee shall thereafter increase in accordance with the Agreement with the next scheduled increase to occur on April 1, 2021 at a rate of three percent (3%). To enable proper crediting of Licensee payments, please include the Site Name, Site Address, Licensor Project Number 126525 and Site I.D. Number on remittance to Licensor.
5. In addition to any change in the Site Fee set forth in this Second Amendment, Licensee shall pay to Licensor within forty-five (45) days of Licensee's execution and delivery of this Second Amendment a one-time non-refundable Administrative / Inspection Fee in the amount of Two thousand and no/100 (\$2,000.00) Dollars.
6. A final inspection must be completed by a representative of the Licensor. Licensee must supply advance notice to Licensor to perform inspection. Such inspection approval shall not be unreasonably withheld or delayed.
7. The parties hereto expressly agree that in the event of any discrepancy or contradiction between the terms of the Agreement, First Amendment and the terms of this Second Amendment, full force and effect shall be given to the terms of this Second Amendment, and any clause, condition, restriction or other term of the Agreement and/or the First Amendment that contradicts any term of this Second Amendment is hereby declared null and void. Except as herein modified, and subject to the foregoing, every provision, condition, obligation and covenant contained in the Agreement and/or the First Amendment shall continue in full force and effect.

11-3-2020

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment as of the date first written above.

LICENSOR:

Utility Service Communications Co., Inc.

By: Debbie Sullivan

Printed Name: Debbie Sullivan

Title: Vice President / Director

Date: 11/30/2020

LICENSEE:

Cellular South Real Estate, Inc.

By: Benjamin C. Pace

Printed Name: Benjamin C. Pace

Title: Chief Financial Officer

Date: 11/17/2020

TANK OWNER:
City of Gulfport

By: _____

Printed Name: Billy Hewes

Title: Mayor

Date: _____

Exhibit A-2

Tank Owner: City of Gulfport
Tank Location: 191-A Jackson Street
 Gulfport, MS 39503
Licensor Project No.: 126525
Licensee Name: Cellular South Real Estate, Inc.
Licensee Site ID: MS1873
Licensee Site Name: Dedeaux Rd WT

1. **Frequencies:****Existing:**

Transmit: 728-734; 734-740; 1960-1970; 1940-1945; 880 – 890; 891.5 – 894

Receive: 698-704; 704-710; 1880-1890; 1860-1865; 835-845; 846.5-849

New: NONE

2. **FCC call letters:** WQIZ436 / WQJU563 / KNKA618 / KNLG287 / WQBB382 / WQIW744

3. **Type of Service:** Cellular, PCS, LTE

4. **Transmitter(s):****Existing to remain:**

Number: Two (2)

Make: Lucent/Lucent

Model: (1) Macro 4.0 B/ (1) 9929

Power Output:

ERP: Less than <1000

Existing to be removed:

Number: NONE

New:

Number: NONE

5. **Receiver(s):****Existing to remain:**

Number: Two (2)

Make: Lucent/Lucent

Model: (1) Macro 4.0 B/ (1) 9929

Existing to be removed:

Number: NONE

Model:

New:

Number: NONE

6. Diplexers(s): COMBINERS / BIAS-T**Existing to remain:**

Number: NONE

Existing to be removed:

Number: NONE

New:

Number: NONE

7. Tower Mounted Amplifier(s): TMA / ODU/ RFU**Existing to remain:**

Number: NONE

Existing to be removed:

Number: NONE

New:

Number: NONE

8. Tower Mounted Remote Radio Heads/Units: RRU / RRH/ FRIG / FXFB / FXMB**Existing to remain:**

Number: Three (3)

Make: Nokia

Model: (3) 2x40-07L-AT RRH

Type: RRH

Dimensions: 24.8"x11.5"x5.7"

Weight: 52 lbs

Existing to be removed:

Number: Three (3)

Make: ALU

Model: 4 x 40 RRH

Type: RRH

Dimensions: 21.2"x2"x7.2"

Weight: 53lbs

New:

Number: Three (3)

Make: Nokia

Model: AHFIG (4T4R) RRH

Type: RRH

Dimensions: 27.36"x12.13"x5.15"

Weight: 77.2"

9. Remote Controlled Antenna Tilt Units: RCU / RET**Existing to remain:**

Number: None

Existing to be removed:

Number: None

New:

Number: None

10. Remote Mounted Junction / Distribution Box / COVP**Existing to remain:**

Number: None

Existing to be removed:

Number: None

New:

Number: None

11. Surge Protector(s): Raycaps

Existing to remain:

Number: Two (2)
 Make: Raycap
 Model: (1) RALDC-3495-PF-48
 (1) DC3-48-60-3-18G
 Type: Surge Protector
 Dimensions: 20.16"x18.86"x7"
 Weight: 13.85 lbs / 14.5 lbs

Existing to be removed:

Number: None

New:

Number: None

12. Antenna(s):

Existing to remain:

Number: Nine (9)
 Make: Commscope/Andrew/CCS
 Model: (3) HBXX-6517DS-A2M
 (3) LNX-6515DS-A1M
 (3) X7C-865-VR2
 Type: Panel / Dualpole / Panel
 Dimensions: 74.9"x12"x6.5"
 96.6"x11.9"x7.1"
 96"x12.5"x7.1"
 Weight: 40 lbs / 43.7 lbs / 21 lbs

Existing to be removed:

Number: None

New:

Number: None

13. Microwave(s):

Existing to remain:

Number: None

Existing to be removed:

Number: None

New:

Number: None

14. Coax:

Existing to remain:

Number: Six (6)
 Make: Eupen
 Model: NA
 Size: 1 5/8"
 Color: White

Existing to be removed:

Number: None

New:

Number: None

15. Fiber / DC / RET Cable(s):

Existing to remain:

Number: Two (2) / Two (2)

Make: OFS / Belden

Model:

Size: 0.28" / 1.19"

Color: Black

Existing to be removed:

Number: None

New:

Number: None

16. Generator:

Existing to Remain:

Number: One (1)

Make: Taylor

Model: DS25

Size: 25kw

Existing to be removed:

Number: None

New:

Number: None

17. Fuel Tank:

Existing to Remain:

Number: One (1)

Make: Diesel

Model: Self-Contained

Size: 100 gal

Existing to be removed:

Number: None

New:

Number: None

18. Licensee's Existing Ground space measuring 10' x 20' will remain the same.

19. Licensee desires to obtain NO additional ground space.

20. All tower mounted equipment, including but not limited to: Antennas, Microwaves, Diplexers, Amplifiers, Remote Controlled Tilts, Remote Radio Heads, Junction/Distribution Boxes and Surge Protectors must be approved by Licensor. Exact location, mounting method, height, and orientation of tower mounted equipment must be approved by Licensor. Loose gravel is NOT permitted at the site.

Removing zero (0) antennas, adding zero (0) antennas. Licensee has a total of nine (9) antennas mounted on corral nine (9) post(s) at the ~133' lever and at a maximum separation between posts of five feet in each sector.

21. Antenna Orientation:

Alpha position at 0 degrees, on post #1, 2 & 3
Beta position at 120 degrees, on post #7, 8 & 9
Gamma position at 240 degrees, on post # 13, 14 & 15

22. Scope of work relating to this upgrade:

Remove three (3) RRU and add (3) RRU of a different model.

23. Final Configuration:

Nine (9) Antennas
Nine (6) RRH's
Six (6) runs of Coax
Two (2) Raycaps
Two (2) Power Lines
Two (2) Fiber Lines

Exhibit D-2**Utility Service Communications Co., Inc.
Structural & Drawing Requirements****Structural Requirements:****Standards:**

1. ANSI/ TIA-222-H: Structural Standard for Antenna Supporting Structures and Antennas
 - a. Section 15: Existing Structures
2. ASCE/ SEI 7: Minimum Design Loads for Buildings and other Structures
 - a. Section 15.7.7: Water Storage and Water Treatment Tanks and Vessels
3. ANSI/AWWA D100: Welded Carbon Steel Tanks for Water Storage
 - a. Appendix A.5.6: Antennas and Related Equipment
4. ANSI/AWWA D103: Factory-Coated Bolted Carbon Steel Tanks for Water Storage

A rigorous structural analysis, with calculations, of the entire structure using design loads appropriate for the geographical area per the latest applicable standards and local codes. The analysis must determine the overall stability and show the actual versus allowable stresses for the structural members and connections including anchor bolts, wind rods, columns and struts. In addition, local stresses should be evaluated at the antenna supports attachment points. Analysis must include fully loaded corral if applicable.

Summary page must include:

1. Size of Tank (Capacity in gallons)
2. Style of Tank (Elevated, Pedisphere, Composite etc.)
3. Total number of posts if corral installation and number of coax
4. Total number of posts, antennas and coax if balcony installation
5. Diameter of Tank bowl and balcony
6. Total Tank height
7. Balcony height
8. List of all equipment installed on tank. To include Model Numbers, Dimensions and Weight
9. Type of analysis (feasibility or rigorous)
11. Design Loading Criteria: Occupancy Category, Applicable Load Cases (Wind, Ice, Seismic, etc.) and Controlling Load Combinations
12. Results of analysis
13. Proposed reinforcement of existing members and/or connections and all proposed additional members where needed
14. Sources of Data: Previous Structural Analysis, Fabrication Drawings, Field mapping, As-Built Drawings, Geotechnical Reports, etc.

Drawing Requirements:

1. All drawings must be Site specific
2. If Licensor's Project Manager has made site visit prior to drawing, a sketch of site (not to scale) will be given to Site Acquisition Representative
3. 4-6 gang meter for Power and Telco must be placed at the Site to accommodate utility meter reader
4. Coax will be required to be buried by Licensor's Project Manager and/or Tank Owner, unless prior approval has been given by Licensor for alternate method (ice bridge)
5. Coax must be routed on the inside (riser side) face of the Tank leg. Only exception: design of Tank would not allow
6. First Licensees coax must be installed in the inside of a hinged jumbo cluster bracket. Subsequent Licensees may be required to install on the outside of same bracket, if ground Equipment location is limited
7. Tank height, RAD center height, balcony height must be on plans
8. If Licensee is co-locating on top of Tank or corral, the diameter of Tank must be on plans. Plans must indicate current antenna locations on the Tank, by post number with post #1 = True North
9. Only full sealed welding is allowed and must be indicated on plans
10. All coax running over the bowl of Tank must have at least four foot (4') separation from Tank logo and coax must be shrouded with shrouding painted to match Tank
11. Corral must be painted to match Tank
12. Licensee may be required to use white or colored coax to match Tank.
13. Painting of coax not allowed
14. Corral posts must be marked 1, 2, 3, etc., indicating which post Licensee will be using and the orientation of the antenna. Post number one (#1) to align with True North. (No skipping of post within a sector)
15. The number of coax installed must be denoted on plans. Also must have a detail showing coax being installed on the kickers
16. Licensee may be required to install a "Stymielock" at the compound entry gate. If applicable this lock must be denoted on the drawings
17. Signature box with date must be included on the title sheet drawings. Signature box to include:
 - a. Licensor's Project Manager
 - b. Licensee Project Manager
18. The distance from Tank to Equipment shall be no less than ten feet (10')
19. Licensed Ground area must be in concrete not gravel, due to ground maintenance problems. No loose gravel is allowed at the site
20. Include cover sheet listing General Structural Notes (Applicable codes, Standards, Design Load Criteria), Structural Metals, etc. as applicable

Installation must follow the Installation Standards attached in License Agreement/Amendment along with any site-specific requirements and/or Governmental and AWWA standards.

Installation inspection must be performed by Licensor prior to Licensee being allowed to go on air (Regardless of Contractor).

Licensor's Project Manager will make every effort to meet at the Tank Site with Tank Owner, Site Acquisition contact, Project Manager and any other parties prior to Licensee submitting for plans. This will help insure drawings are correct the first time.

Make sure all involved parties are issued these requirements as well as Exhibit E Installation Standards in License Agreement/Amendment.

If you have any questions, please contact:

Lee Duke, Project Manager

Office: 800-679-7819

Desk: 478-988-5260

Cell: 478-396-0843

OR

Debbie Sullivan, Vice President / Director

Office: 800-679-7819

Desk: 478-988-5255

Cell: 478-396-9534

Exhibit E-2

Utility Service Communications Co., Inc.
Installation Standards for Antennas and Related Communication Equipment

1.0 Introduction:

1.1 The various communication companies have been installing antennas and related communication Equipment on Tanks/Site for a number of years, but more recently the frequency and complexity of these installations has increased dramatically. The types of installations typically being utilized have the potential of reducing the structural integrity of the Tank facility and have several adverse effects on the maintenance of the structure and its coating systems. Major Tank manufactures have historically avoided providing any engineering analysis or installation assistance with regard to this type of Equipment.

1.2 The purpose of this standard is to:

1. Provide a general guide for Licensee, their consultants, site construction managers, installation contractors and their crews.
2. Prevent possible structural failure.
3. Ensure compliance with the industry standards.
4. Ensure current operational and maintenance standards.
5. Provide maintenance access to the Tank.

New appurtenances and attachments are to be in compliance with the latest AWWA standards including proposed amendments and or commentaries.

1.3 Licensee may be required to install a "Stymielock" on the compound entry gate & any time during the Licensee's occupancy of the site.

1.4 Antenna installations on Tanks without previous Licensee antenna installations will be required to furnish and erect a corral in accordance with Licensor's standard design and meeting the OSHA 1926.502 and 1910.23 Rail Requirements with a locking gate when applicable. Corral shall be sized to fit the diameter of the Tank

1.5 At Tank Owner's request, Licensee may be required to use white or colored coax to match the color of the Tank as closely as possible.

2.0 Contractor Qualifications:

2.1 All Licensee installations require the use of certified electronics technicians, steeplejacks electricians or licensed contractors that have received Licensor's approval prior to commencing any installation work. Such approval shall require the completion of a Licensor's Contractors Qualification Package along with submittal of photographs of prior Tank installations. All installation work

shall be in accordance with an Licensor's previously approved installation plan. Licensor, at its sole discretion, shall have the right to supervise the installation at Licensee's expense of any and all Equipment. Certificates of insurance will be required by Licensor of any installer.

- 2.2 All approved installers shall have demonstrated capability of conforming to established manufacturer's installation standards, as well as any special standards imposed by Licensor. All work shall be performed in a neat and workmanlike manner. Licensor may require that certain work be supervised and or inspected by Licensor's approved contractor at Licensee's expense.
- 2.3 All installers will have a certified welder per AWS D1.1 performing any welding.
- 2.4 All installers will have a demonstrated familiarity with AWWA D100 standards as it relates to the installation of appurtenances and attachments.

3.0 **Health and Safety:**

- 3.1 Access to an existing structure shall not be permitted by installation personnel without the express consent and approval of Licensor.
- 3.2 Any access to the interior of the Tank is not permitted unless the Tank is emptied, taken out of service and isolated from the water supply system.
- 3.3 Precautions shall be taken to prevent water contamination. Any intrusion to the Tank interior may be considered contamination. If contamination occurs disinfect the Tank (see ANSI/AWWA C652)
- 3.4 Lockout and Tagout procedures should be in place and followed.
- 3.5 Site keys obtained will not be duplicated. Combinations shall not be shared with anyone other than the Licensor and Licensee's tech personnel.
- 3.6 Personal RF monitors must be worn and examined when it is not possible to turn off the energy to any and all existing devices on the structure.
- 3.7 The coating system shall be checked for hazardous materials. Where hazardous materials are found, the environment, potable water supply and all personnel shall be protected from contamination in accordance with applicable standards.
- 3.8 The contractor shall provide fall protection for their personnel during installation or inspection of any Equipment in accordance with OSHA.
- 3.9 Cables shall not be attached to any ladder structures, in accordance with OSHA standards.

- 3.10 Manholes and other access ports shall not be obstructed in any way by cable routing or attachments, in accordance with OSHA standards.
- 3.11 Balconies and platforms shall not be obstructed in any way by cable routing or attachments, in accordance with OSHA standards.
- 3.12 Licensee's contractor must comply with applicable Site Safety Plans.

4.0. **General Workmanship:**

- 4.1 Epoxy attachments shall not be used. Epoxy compounds can lose strength at temperatures exceeding 140 degrees Fahrenheit. Additionally, epoxy compounds can be subjected to extreme stresses from thermal expansion/contraction of the metal structure due to changes in the ambient temperature and subsequently exhibit shear failure.
- 4.2 Stud welding shall not be used. A properly installed stud weld will scorch the internal coating system in the same manner as a full seal weld. In addition, the plate attachment to the studs is open to water seepage and corrosion from trapped water and moisture. Proper coating procedures cannot be used on the Tank surfaces that have plates or other attachments bolted to them.
- 4.3 Any penetrations larger than three inch (3") in diameter that are to be cut into the support structure require special expertise in design and installation to minimize the possibility of structural damage to the structure. Consideration should be given to reducing the Tank water level whenever openings are cut into the support structure per AWWA D100 – A5.6 recommendations. A professionally engineered solution must be provided.
- 4.4 Older Tanks are prone to hidden corrosion. A careful inspection of all components, including ultrasound thickness measurements are recommended to verify the Tank's structural strength relative to the original design. Corrective repairs should be made as recommended by a professional structural engineer competent with ANSI/ TIA-222-G, ASCE/SEI 7 and AWWA D100 standards.
- 4.5 Should Licensee's Equipment installed on the Tank and Site be allowed to remain at the site during tank maintenance at Licensee's expense antenna cables should be arranged and located to allow protective wrapping during abrasive blasting and recoating. Neatly arranged cables shall be offset from the Tank to allow maintenance contractors to perform this work without removing the cable runs. Chaining or strapping to tower legs or handrails is not allowed. Cable runs should be routed under balconies or walkways to minimize access and rigging interference. Vertical coax routing up a leg should be orientated towards the center of the Tank on the inside face of the leg, typically between the struts and riser rods.

- 4.6 Licensee shall use hinged cluster brackets with snap-in clips capable of supporting twenty-four (24) 1 5/8" coax cables and shall route the coax cables on the inside of the cluster brackets.
- 4.7 Cables and antenna shall be installed to provide a minimum of six inch (6") clearance from the coating systems. Any deviations must be expressly approved by Licensor.
- 4.8 Coax runs shall have a minimum of four foot (4'-0") clearance from Tank logs. The coax run on the Tank bowl shall be shrouded and painted to match the Tank.
- 4.9 A heavy duty "Hoisting Bracket" shall be installed at the top of the messenger pipe for the purpose of coax support on the tank leg. The weight of the coax cannot be supported on the catwalk penetration or on the bowl brackets used for routing coax over the dome.
- 4.10 If new antennas are installed on the top of the Tank, FAA obstruction lighting may need to be installed or raised to meet FAA guidelines. Local FAA height restrictions should be adhered to strictly.
- 4.11 Many components common to the communications industry are designed for easy shipping. When bolted together, back to back components should be seal welded to prevent future corrosion and rust streaking.
- 4.12 When electrical components are installed within the Tank support pedestal, the effects of high humidity, moisture and condensations should be considered and the Equipment adequately protected or waterproofed.
- 4.13 Interference with interior Tank components should be considered and avoided to minimize cable rerouting.
- 4.14 Penetrations shall be designed in accordance with AWWA D100 Section 3.13.
- 4.15 Penetrations through walkways and platforms shall be toe board compliant in accordance with OSHA regulations.
- 4.16 Ground bars and leads shall not be installed on any part of the structure. Full seal welded coax and antenna standoffs may be utilized for mounting ground bars and leads.
- 4.17 A rigorous structural analysis by a professional engineer competent in the application of the ANSI/ TIA-222-G, AWWA D100 and ASCE 7 Standards is required on each structure.

- 4.18 All installers shall comply with applicable local, state and federal requirements. In the absence of any applicable government standards, applicable BOCA and NEC codes, as well as EIA, TIA and AWWA, Standards will apply.
- 4.19 All materials and workmanship are to be in compliance with the latest AWWA standards.

5.0 **Welding:**

- 5.1 All welding shall be in accordance with AWWA D100 Section 8, Welding and Section 11, Inspection and Testing. This requires all welders to be certified in accordance with AWS D1.1. Only Licensor's approved contactors will be allowed to weld on Licensor's managed Tanks.
- 5.2 All welds to the Tank surface shall be made with E7018 low hydrogen rod and shall be smooth and free of burs and undercuts. Unacceptable welds shall be repaired as Section 6.1 below indicates to meet AWWA D100 requirements.
- 5.3 No welding shall be done when the ambient temperature is below 32 degrees Fahrenheit unless the cold weather welding requirements of AWWA D100, Section 10.2.1 are followed.
- 5.4 Penetrations shall not intersect Tank weld seams. Penetrations should clear existing seams by 6 inches (6"). If this clearance is not possible, a review by a professional engineer shall be made of adjacent weld seams that may be affected by local welding.
- 5.5 Welding to the Tank or access tube opposite the water level is not permitted. The water level shall be drawn down to a level not less than 2 feet (2') below the point of welding.
- 5.6 Galvanized components shall not be welded directly to the Tank surface. Galvanized surfaces mating to the Tank structure must be ground free of galvanizing prior to welding.
- 5.7 Tubular columns on multi-leg supported Tanks are hermetically sealed and must not be breached or punctured under any circumstance since moisture will accumulate inside the leg and eventually cause serious structure damage.

6.0 **Painting:**

- 6.1 Welding may cause blistering of the interior paint opposite the weld. Damaged interior paint surfaces shall be repaired in a manner that is compatible with the existing paint system. Exterior paint damage shall be repaired after completion of the antenna installation, and should be compatible with the existing paint system. It is recommended that a one-year anniversary inspection be made to

evaluate the quality of the touchup and repainting if required. AWWA D102 should be consulted for proper paint procedure.

- 6.2 All painting and surface preparation shall be in compliance with SSPC and NACE regulations.
- 6.3 Utility Service Company must be given "First Right of Refusal" to perform the interior touch ups on Tanks that are currently being maintained by Utility Service Company.

7.0 **Electrical:**

- 7.1 All installation work shall be performed in a neat and workmanlike manner. Any new installation shall not cause mechanical, electrical or electronic interference to other RF Equipment located on the site.
- 7.2 All installations shall comply with all applicable local, state and federal requirements. In the absence of any applicable government standards, applicable BOCA and NEC codes, as well as EIA, TIA and AWWA standards must be adhered to.
- 7.3 All RF Equipment and transmission lines installed shall be FCC type accepted for the radio service and frequencies proposed in the License Agreement and attached exhibits.
- 7.4 All transmission lines shall be attached to tower coax supports using snap-in hangers. The use of stainless steel angle adapters (Andrew 31768A or approved equal) is authorized. Cable ties are not permitted.
- 7.5 Cable runs shall be buried between the tower and electrical Equipment housing. Any excessive or slack cabling must be attached at the cabinet or inside the shelter. No excessive or slack cabling should be visible on the Tank or attached to the Tank itself.
- 7.6 Licensee must have an independent line locate performed prior to the construction start date.
- 7.7 When possible, the Equipment cabinet or shelter will be located a minimum of ten feet (10'-0") from the Tank.
- 7.8 A four (4) to six (6) gang meter for Power and Telco shall be provided by the Licensee.

8.0 **Equipment:**

- 8.1 All transmission lines shall be tagged at the top and bottom of each run near the connector with an identification tag containing the Licensee's name, with

Sector location FCC or IRAC call sign and the frequency assigned. Brass tags with copper wire are preferred. Plastic tags with vinyl labels or indelible ink markings are acceptable. Licensee's name, site name, site I.D., site address, contact for the licensee, phone number and the output power must be posted at the site.

- 8.2 Licensee shall be responsible for the proper signage at the site per all regulatory requirements. Attaching signs to the Tank is not allowed.
- 8.3 Equipment shall only be installed in locations and positions determined by the Licensor. The Licensor's Project Manager will designate the exact locations for the installation of electric equipment, transmission lines and antennas. If for any reason the proposed installation cannot conform to these instructions, the Licensor's Project Manager shall be contacted prior to any further work.
- 8.4 All installed Equipment shall be housed in suitable EIA approved enclosures or Equipment racks. All enclosure doors and covers shall remain closed and locked at all times except during actual Equipment servicing.
- 8.5 New installations will not cause mechanical, electrical or electronic interference to other Licensee's RF Equipment, other associated Licensee's Equipment or any Licensor Equipment located in the Equipment shelter, tower structure or anywhere else on the site.
- 8.6 The use of Ice Bridges must be approved by the Licensor.

9.0 **Inspections & Approvals:**

- 9.1 Licensor shall require a structural analysis for review and approval. (See "Exhibit D-2" for Requirements)
- 9.2 Licensor shall be provided with 'as-built plans' for review.
- 9.3 Licensor shall be provided with all drawings for review and approval prior to start of construction. (See "Exhibit D-2" for Requirements)
- 9.4 Licensee must have the following in hand prior to releasing the site for permitting:
 - A. Fully Executed License Agreement / Amendment
 - B. Licensor's Approved Structural
 - C. Licensor's Approved and Stamped Drawings
 - D. Licensor's Approved Contractor to perform the work on the tank
 - E. All fees and charges must be paid
 - F. Copy of P.O. Confirming Scope of Work (Pricing redacted)
 - G. Licensor Issued NTP Executed with a firm construction start date

- 9.5 Licensor will issue an NTP prior to the site being released for construction/permitting. Licensee must sign and give a firm construction date and return the NTP to Licensor. Licensor will then release the site for construction. Licensor will supply a Tank Owner contact name and number to Licensee.
- 9.6 Licensor must be supplied with a copy of the Purchase Order (P.O.) and/or Notice to Proceed (NTP) and a tentative schedule date of when exterior and interior touch up will be completed.
- 9.7 Contractor shall provide a closeout package at the end of the project prior to acceptance by Licensor. This package shall supply as a minimum, photographs, sweep charts, copies of permits and as-built drawings and lien waivers for subcontractors and vendors.
- 9.8 **Licensor must complete a final inspection and approve the installation prior to Licensee going on air.
(Regardless of Contractor)**

If you have any questions regarding these installation standards contact:

Lee Duke, Project Manager

Office: 800-679-7819

Desk: 478-988-5260

Cell: 478-396-0843

or

OR

Debbie Sullivan, Vice President/ Director

Office: 800-679-7819

Desk: 478-988-5255

Cell: 478-396-9534

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 TO APPROVE THE TEMPORARY CLOSURE OF MUNICIPAL
RIGHT OF WAY FOR A LIMITED PERIOD OF TIME,
AND FOR RELATED PURPOSES**

WHEREAS, *Miss. Code Ann.* § 21-19-15 provides that “[t]he governing authorities of municipalities shall have power to make all needful police regulations necessary for the preservation of good order and peace of the municipality and to prevent injury to, destruction of, or interference with public or private property”; and

WHEREAS, pursuant, therefore, to *Miss. Code Ann.* § 21-19-15 and numerous Mississippi Attorney General opinions concerning the same, the City of Gulfport, Mississippi, may temporary close a municipal right of way for public purposes and/or public events, in order to preserve “good order” and prevent damage to public or private property, so long as alternative means of ingress and egress to the affected areas are available to the public; and

WHEREAS, from time to time, entities (in this case, the First United Methodist Church) request closure of a municipal right of way to assist with public events and/or construction which require temporary closure of a public street in order to preserve “good order” and prevent damage to public or private property and where alternative means of ingress and egress to the affected areas are available to the public; and

WHEREAS, the street closure request from the First United Methodist Church is to close a portion of those streets noted in their request on the date and at the time contained in said request (see Exhibit “A” hereto); and

WHEREAS, the Mayor and City Council are of the opinion that the right of way closure requested in Exhibit “A” hereto is in the best interest of the City so as to preserve “good order” and to prevent damage to public or private property and that alternative means of ingress/egress to the affected areas are available to the public.

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

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

SECTION 2. That the portion of street identified in Exhibit “A” hereto shall be closed on a temporary basis until such time as an order permanently vacating the right of way has been entered by a court of competent jurisdiction vacating the right of way or the right of way is otherwise vacated in order to preserve “good order” and to prevent damage to public or private property, that alternative means of ingress/egress to the affected areas shall be made available to the public.

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

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

AYES

NAYS

ABSENT

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



2301 15th Street, Gulfport, MS 39501
(228)863.0047 (p)
(228)863.7729 (f)
www.fumc-gulfport.org

February 1, 2021

Laurie Toups
City of Gulfport
2309 15th Street
Gulfport, MS 39501

Dear Laurie:

First United Methodist Church of Gulfport is preparing for the season of lent and Ash Wednesday. We would like to have a curbside side Ash Wednesday event from 12 to 2 where those in the community who choose to can drive up in their car and receive an imposition of ashes and prayer with the pastors.

We would use the same traffic flow as is used for our curbside communion (see attached). This would be at the corner of 15th Street and 23rd Avenue. We would have volunteers helping with traffic to keep things moving.

Please advise what additional information you may require for the City to grant permission for this event.

Best regards,

A handwritten signature in blue ink that reads "Leslie C. Vaughn".

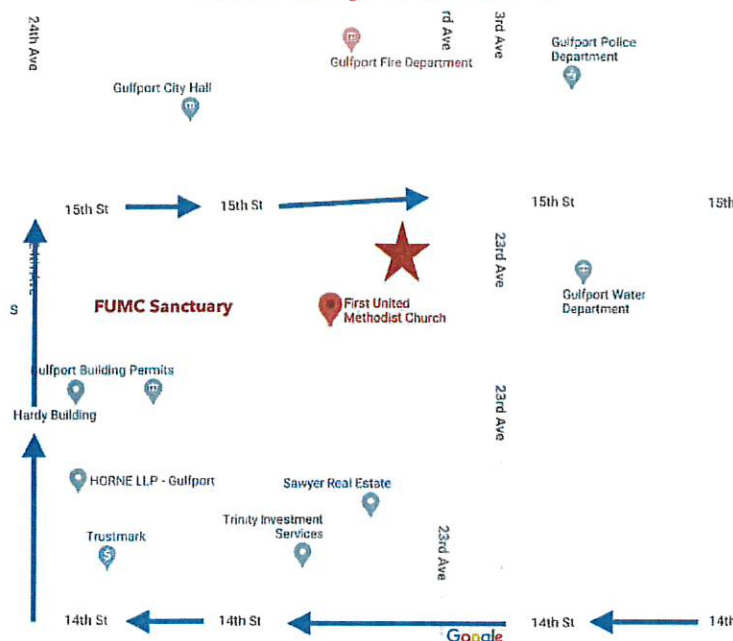
Leslie C. Vaughn
Director of Church Operations
(228)669-7028

OUR MISSION: Make Disciples of Jesus Christ.

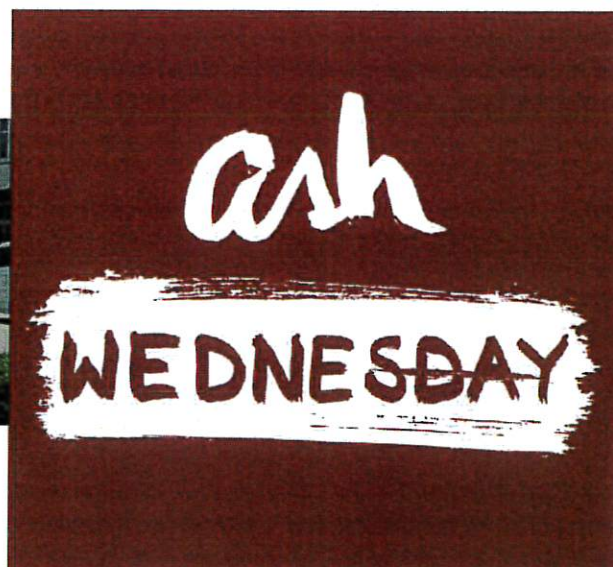
OUR VISION: Love God and Neighbor.

OUR CORE VALUES: Trust God. Honor Everyone. Reach Out in Service

Curbside Ashes Driving Route February 17, 2021



- Please drive west on 14th Street, turning right onto 24th Avenue which passes in front of the sanctuary. Follow traffic onto 15th Street, which passes in front of City Hall and the Education Building.
- The imposition of ashes will take place on the corner of 15th & 23rd.
- Please stay in your car.
- Claire and Cleo will be available for prayer.



CURBSIDE Ashes

February 17, 2021 | 12 noon



February 2, 2021

ATTN: City Council Members

RE: Partial road closure for Curbside Ash Wednesday event

The First United Methodist Church is requesting permission for a partial (one-lane) road closure for their drive-up curbside Ash Wednesday Event.

Date: Wednesday February 17

Time: Noon – 2:00 p.m.

- A map and a letter of request from First United Methodist Church is attached.
- Starting on 14th Street, driving west from 23rd Avenue to 24th Avenue
North on 24th Avenue to 15th Street
15th street to the corner of 15th Street & 23rd Avenue to receive the imposition of ashes.
- Volunteers will be on hand to direct this (one-lane) traffic event.

Thank you for your consideration,

Laurie Toups

Sincerely,
Laurie Toups
Gulfport Main Street

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 _____, 2021, the following Resolution:

A RESOLUTION OF THE GULFPORT CITY COUNCIL ACCEPTING DONATION OF REAL PROPERTY FROM THE LAND TRUST FOR THE MISSISSIPPI COASTAL PLAIN, AND FOR RELATED PURPOSES

WHEREAS, the Land Trust for the Mississippi Coastal Plain (hereinafter, “the Land Trust”) is owner of certain real property located near or adjacent to the City’s Clower Thornton Nature Trail; and

WHEREAS, the said real property is more fully described as Lots 7 to 13, inclusive, and Lots 16-39, inclusive, in Block, 8 of the HEWES ADDITION to the City of Gulfport, Mississippi, as per map or plat on file and of record in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi in Plat Book 3, Page 10 (hereinafter, “the property”) (see Exhibit “A”); and

WHEREAS, the Land Trust has offered to donate the property, which is known as “The Mack Herrington Wetlands” and which is made up of approximately 2.85 acres, to the City of Gulfport subject to the various deed restrictions and covenants contained in the Deeds of Donation by which the Land Trust took ownership of the property (Instrument No. 2014 4114 D-J1 and Instrument No. 2016 8441 D-J1 in the land records of the First Judicial District of Harrison County, Mississippi) (see collective Exhibit “B” hereto); and

WHEREAS, the City of Gulfport desires to accept the donation of the property from the Land Trust and acknowledges the various deed restrictions and covenants contained within the aforementioned Deeds of Donation and acknowledges that the intent of this donation is for the City to continue using the lands as parkland hereafter; and

WHEREAS, the Land Trust has requested, and the City has agreed, that the Land Trust will be perpetually acknowledged for their role in providing the "Mack Herrington Wetlands" for future generations to enjoy here at Clower Thornton Nature Trail, via a sign erected at or near the Nature Trail.

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 be, and it is hereby, authorized to accept the donation of the property, as described herein, from the Land Trust for the Mississippi Coastal Plain, subject to the deed restrictions and covenants found in the Deeds of Donation identified in the preamble hereto.

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.

Section 4. That the City does hereby express its appreciation to the Land Trust for the Mississippi Coastal Plain for the donation of the real property, as described herein, to the City.

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 _____, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2021.

MAYOR

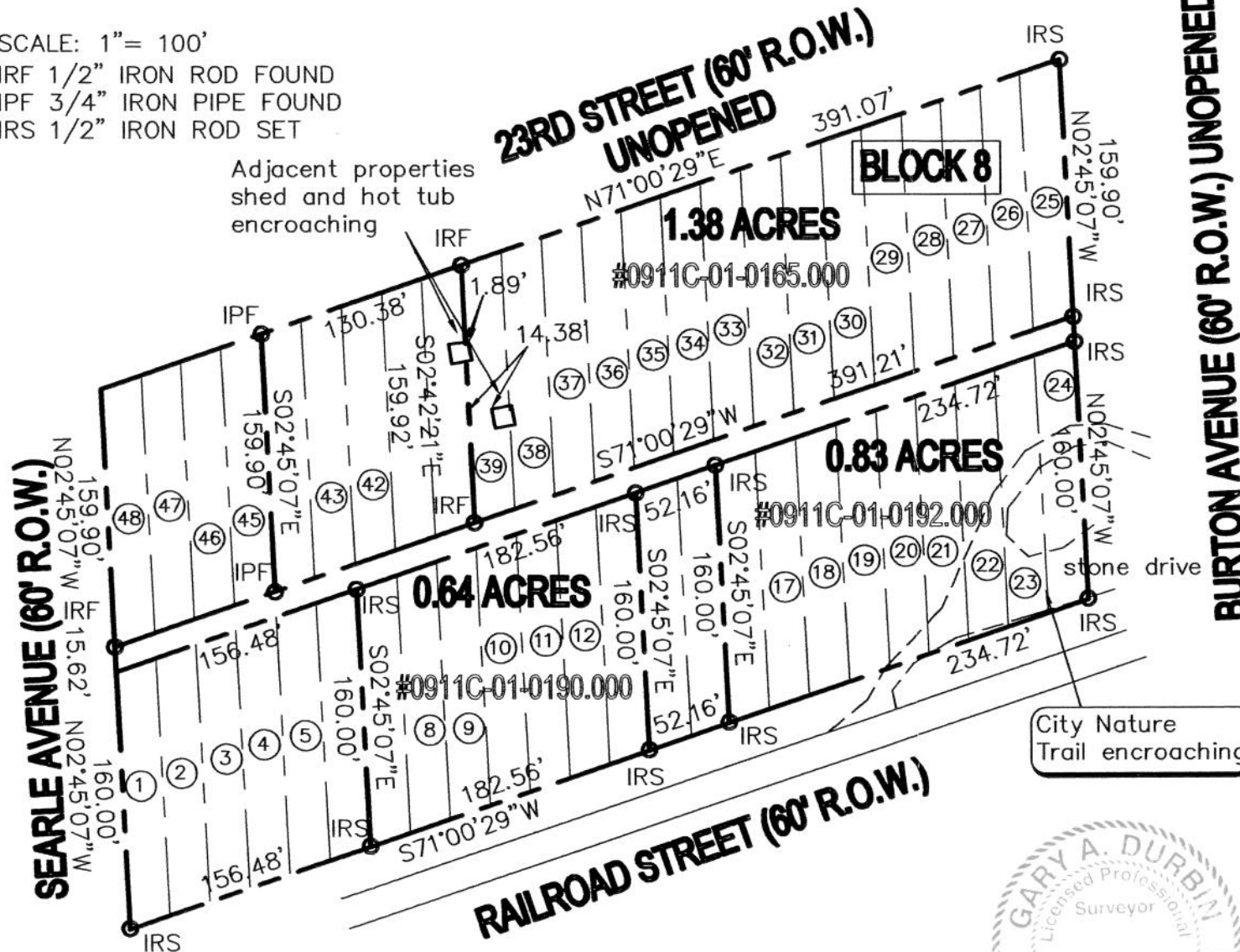
SCALE: 1" = 100'

IRF 1/2" IRON ROD FOUND

IPF 3/4" IRON PIPE FOUND

IRS 1/2" IRON ROD SET

Adjacent properties
shed and hot tub
encroaching



**MACK H. HERRINGTON JR.
LOTS 7-13, 16-39, BLOCK 8
HEWES ADDITION
GULFPORT, MS. 39501**

PARCEL #0911C-01-0165.000

PARCEL #0911C-01-0190.000

PARCEL #0911C-01-0192.000

Survey of Lots 7-13, 16-39, inclusive, Block 8, Hewes Addition to the City of Gulfport, Mississippi, as per Plat Book 3, Page 10 in the Office of the Chancery Clerk of the First Judicial District of Harrison County

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

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

Bearings based on solar observation.

This property is situated in Zone "AE" (18.0) per FEMA Flood Insurance Rate Map, Gulfport, Harrison County, Mississippi, Community Panel Number 28047C-0268-G, Revised: 6/16/09.

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

Gary A. Durbin, P.L.S. 2401
July 24, 2009

323

GARY A. DURBIN, P.L.S.
Professional Land Surveyor

2081 Trailwood Drive Biloxi, Mississippi 39532
PH. (601) 388-0180



SCANNED



1st Judicial District
Instrument 2014 4114 D - J1
Filed/Recorded 6/18/2014 02:37 P
Total Fees \$ 34.00
3 Pages Recorded



PREPARED BY AND RETURN TO:
Pringle & Roemer, PLLC
Post Office Box 211
Biloxi, MS 39533
(228)374-1747

INDEXING INSTRUCTIONS:
Lots 7-13 and Lots 16-32, Block 8,
Hewes Subdivision, Harrison County,
Mississippi

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

DEED OF DONATION

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, together with other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned,

NORMA L. HERRINGTON, ("Grantor")
513 Front Beach Drive
Ocean Springs, MS 39564
(228)875-4059

do hereby sell, convey, warrant and deliver unto the

LAND TRUST FOR THE MISSISSIPPI COASTAL PLAIN,
a Mississippi nonprofit corporation, ("Grantee")
Post Office Box 245
Biloxi, Mississippi 39533
(228)435-9191

the following described real property, together with the improvements thereon and all rights thereunto appertaining, lying and being situated in Harrison County, First Judicial District, Mississippi:

Lots 7 to 13, inclusive and Lots 16-32, in Block 8 of the HEWES ADDITION to the City of Gulfport, Mississippi as per map or plat on file and of record in the Office of

Handwritten initials: MJB

the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in
Plat Book 3, Page 10.

The property herein conveyed shall in perpetuity be referred to in all documents, maps, postings, and signage that is published or posted as "The Mack Herrington Wetlands" and shall be used for the conservation and preservation of its natural features in recognition of the public benefits in protecting it a coastal area and associated ecosystems in the interest of present and future generations. The property shall be used and maintained forever as a natural area for the preservation, protection, restoration and sustenance of its natural characteristics and features, and of its ecological integrity and associated habitats. The Grantee acknowledges that the property is being acquired for permanent preservation and public purposes only. The Grantee shall not directly or indirectly convey the property to any person or entity for the use in a commercial enterprise or other non-public use, and the Grantee shall make no use of the property that is inconsistent with the restrictions and uses contemplated by this covenant. The property shall be managed and maintained to the fullest extent possible in its natural state, except for the public purpose of outdoor recreation consistent with preservation of the property in its natural state, including but not necessarily limited to the undertaking of scientific and education research, education and nature study, aesthetic enjoyment, ecological management, and maintenance of fences, and foot trails as may be appropriate to effectuate the foregoing purposes without impairing the essential natural character of the property.

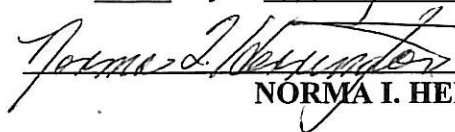
These conditions shall run with the land in perpetuity. The Grantors or any citizen of the State of Mississippi may enforce these covenants and conditions using all remedies available at law or equity, including injunctive relief.

The above described property is not now nor has it ever been the homestead of the Grantor.

The above described property and this conveyance thereof is subject to any easements, rights of-way, mineral reservations, restrictions and/or restrictive covenants of record relative thereto.

Ad valorem taxes for the year 2014 are assumed by the Grantee herein.

WITNESS the signature of the Grantor on this 31 day of May, 2014.


NORMA I. HERRINGTON

STATE OF MISSISSIPPI

COUNTY OF JACKSON

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, **NORMA I. HERRINGTON**, who acknowledged before me that she signed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and seal of office on this 31 day of May, 2014.

Marsha Jones
NOTARY PUBLIC

My commission expires: 2/27/2017



7/2/14

SCANNED



1st Judicial District
Instrument 2016 8441 D - J1
Filed/Recorded 11/ 8/2016 10:31 A
Total Fees \$ 18.00
3 Pages Recorded



PREPARED BY AND RETURN TO:
Pringle & Roemer, PLLC
Post Office Box 211
Biloxi, MS 39533
(228)374-1747

INDEXING INSTRUCTIONS:
Lots 33-39, Block 8,
Hewes Subdivision, Harrison County,
Mississippi

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

DEED OF DONATION

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, together with other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned,

NORMA I. HERRINGTON, ("Grantor")

513 Front Beach Drive
Ocean Springs, MS 39564
(228)875-4059

does hereby sell, convey, warrant and deliver unto the

**LAND TRUST FOR THE MISSISSIPPI COASTAL PLAIN,
a Mississippi nonprofit corporation, ("Grantee")**

Post Office Box 245
Biloxi, Mississippi 39533
(228)435-9191

the following described real property, together with the improvements thereon and all rights thereunto appertaining, lying and being situated in Harrison County, First Judicial District, Mississippi:

Lots 33-39, in Block 8 of the HEWES ADDITION to the City of Gulfport,
Mississippi as per map or plat on file and of record in the Office of the Chancery
Clerk for the First Judicial District of Harrison County, Mississippi, in Plat Book 3, Page 10.

2

The property herein conveyed shall in perpetuity be referred to in any documentation, maps, postings, or signage that is published or posted as "The Mack Herrington Wetlands".

The property herein conveyed shall be used for the conservation and preservation of its natural features in recognition of the public benefits in protecting it as a coastal area and associated ecosystems in the interest of present and future generations. The property shall be used and maintained forever as a natural area for the preservation, protection, restoration and sustenance of its natural characteristics and features, and of its ecological integrity and associated habitats. The Grantee acknowledges that the property is being acquired for permanent preservation and public purposes only. The Grantee shall not directly or indirectly convey the property to any person or entity for the use in a commercial enterprise or other non-public use, and the Grantee shall make no use of the property that is inconsistent with the restrictions and uses contemplated by this covenant. The property shall be managed and maintained to the fullest extent possible in its natural state, except for the public purpose of outdoor recreation consistent with preservation of the property in its natural state, including but not necessarily limited to the undertaking of scientific and education research, education and nature study, aesthetic enjoyment, ecological management, and maintenance of fences, and foot trails as may be appropriate to effectuate the foregoing purposes without impairing the essential natural character of the property. These conditions shall run with the land in perpetuity. The Grantors or any citizen of the State of Mississippi may enforce these covenants and conditions using all remedies available at law or equity, including injunctive relief.

The above described property is not now nor has it ever been the homestead of the Grantor.

The above described property and this conveyance thereof is subject to any easements, rights-of-way, mineral reservations, restrictions and/or restrictive covenants of record relative thereto.

Ad valorem taxes for the year 2016 are assumed by the Grantee herein.

WITNESS the signature of the Grantor on this 20th day of October, 2016.


NORMA I. HERRINGTON

STATE OF MISSISSIPPI

COUNTY OF JACKSON

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, **NORMA I. HERRINGTON**, who acknowledged before me that she signed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and seal of office on this 20 day of October, 2016.


NOTARY PUBLIC

My commission expires: 7 Dec. 2018



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 _____, 2021, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE THE CITY CLERK TO COORDINATE WITH HARRISON COUNTY AND THE CIRCUIT CLERK FOR USE OF VOTING MACHINES AND OTHER SUPPLIES FOR THE 2021 MUNICIPAL ELECTIONS, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, under the direction of the City Clerk, will be responsible to conduct the 2021 municipal elections in the City of Gulfport and, more specifically, to hold a primary election on April 6, 2021, and a run-off election (if needed) on April 27, 2021, in conjunction with the party executive committees and to hold a general election on June 8, 2021, in concert with the Gulfport Election Commission; and

WHEREAS, the City, in recent elections, has shared use and expense of Harrison County election machines for municipal elections, which are much more efficient, secure and less labor intensive than hand ballots; and the City Clerk has conferred with the Harrison County Administrator and Circuit Clerk for the purposes of utilizing the DS200 Scanners which the City joined in with Harrison County to purchase; and

WHEREAS, the City of Gulfport desires to borrow from the County the following:

- Twenty-three (23) machines (DS200) (including maintenance and voting booths)
- Twenty-five (25) lap top computers
- Thirty-five (35) ballot bags
- Twenty-five (25) supply bags
- Twenty-five (25) media bags
- Nineteen (19) election signs and wall posters
- Twenty-five (25) resolution bags
- Twenty-five (25) affidavit bags

- Thirty-eight (38) protective shield dividers
- Two (2) boxes of “I Voted” Pens (1000 pens per box)

at a cost to the City that has yet to be determined; and

WHEREAS, the Governing Authority finds that sharing of resources with the County by making arrangements for the use of voting machines and other elections supplies on an expense sharing basis is in the best interest of the City and is the most feasible and reliable way to assure the use of tested voting machines for the 2021 Municipal elections.

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

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

SECTION 2. That the City Clerk be, and he is hereby authorized to request use in behalf of the City of Gulfport of the Harrison County election machines and other election supplies as more fully stated herein and at such cost as may be determined by the City and County.

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

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted,
this the _____ day of _____, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2021.

MAYOR

Gulfport Police Department

Memo

To: Mayor Billy Hewes and City Council Members

From: Chief Chris Ryle 

Date: February 4, 2021

Re: Budget Amendment

The following check was issued to the City of Gulfport from PropertyRoom.com and I request your permission to place these funds in the account below.

Check Number (49065) amount of \$6,808.73

Account Number	Increase Amount	Increase Amount
Police Revenue 010-502500		6,808.73
Forfeiture and Seizure County and Local Shared Operating Supplies—277-610700	6,808.73	
TOTAL	6,808.73	6,808.73

I appreciate your help. If you have questions, please call.

Gulfport Police Department

Memo

To: Mayor Billy Hewes and City Council Members

From: Chief Chris Ryle 

Date: February 4, 2021

Re: Budget Amendment

The following check was issued to the City of Gulfport from PropertyRoom.com and I request your permission to place these funds in the account below.

Check Number (49906) amount of \$120.11

Account Number	Increase Amount	Increase Amount
Police Revenue 010-502500		120.11
Forfeiture and Seizure County and Local Shared Operating Supplies—277-610700	120.11	
TOTAL	120.11	120.11

I appreciate your help. If you have questions, please call.

City of Gulfport

Budget Amendment Request

Fund Name	For & Seiz		Date	02/10/21
Department #	277		Budget Entry #	2021-36
Department Name	Police Department			
	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel	-	-	-	-
Supplies	23,597	-	6,929	30,526
Other Services	-	-	-	-
Capital	-	-	-	-
Total	23,597	-	6,929	30,526
Revenue 010-502500	78,842	22,016	6,929	107,786

Checks were issued to the City from PropertyRoom.com. Permission is requested to place these funds in the account below.

Amendment # 2021-36

MEMORANDUM – CITY OF GULFPORT

Date: FEBRUARY 4, 2021

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 16th Day Of February, 2021.

**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 16th day of February, **2021**, the following Resolution:

**A RESOLUTION AWARDED 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: 0809P-01-010.000. 12.8 AC (C) on N Line Caundet St. 1050 FT E OF W Line of SE 1/4. SEC 22-7-11. Awarded To: Purposed By Design Lawn Maintenance LLC For \$2500.00 To 1.) Demolish Structure 2.) Remove and Haul Off All Trash & Debris. From Site Located At 9267 Cuandet Rd. (Adams Clyde & Wilfred C) Case: 7086

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 _____, 2021.

(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 _____, 2021.

APPROVED:

MAYOR

MEMORANDUM – CITY OF GULFPORT

Date: FEBRUARY 4, 2021

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 3

Parcel 1: 0809P-01-010.000. 12.8 AC (C) on N Line Caundet St. 1050 FT E OF W
Line of SE 1/4. SEC 22-7-11. Awarded To: Purposed By Design Lawn
Maintenance LLC For \$2500.00 To 1.) Demolish Structure 2.) Remove and Haul
Off All Trash & Debris. From Site Located At 9267 Cuandet Rd. (Adams Clyde
& Wilfred C) Case: 7086

TOTAL: \$ 2500.00

MEMORANDUM – CITY OF GULFPORT

Date: FEBRUARY 1, 2021

To: Mayor Billy Hewes
City Council Members

From: Linda Allen (Department of Urban Development)

Re: Privilege License Report – for the month of January, 2021 – to be made
a part of the minutes.

The attached report of Privilege Licenses issued by the City of Gulfport for the period of January 1st through January 31st, 2021 to be presented to the City Council on the 16th day of February, 2021 per Mississippi Code § 27-17-501.

Customer Name 1	Customer Address Line 1	Amount	Post Date
A-1 AUTOMOTIVE OF GULFPORT LLC	3212 26TH AVE	\$20.00	01/15/2021
A-LESS STORAGE LLC	121 N NEW WARRINGTON RD	\$20.00	01/08/2021
ABC EASY STORAGE	11590 LORRAINE RD	\$20.00	01/14/2021
ADVANCED CONTRACTING SERVICES LLC	3410 A. AVENUE	\$20.00	01/07/2021
AICHA HAIR BRAIDING & BEAUTY	2006 PASS RD	\$20.00	01/13/2021
ALAREON MEDIA GROUP LLC	PO BOX 7527	\$20.00	01/26/2021
ALLEY KAT CERAMICS	11294 DYE RD	\$20.00	01/06/2021
ALLURE NAIL SPA LLC	8930 LORRAINE ROAD	\$30.00	01/12/2021
ALTERNATIVE SENTENCING ARREST PROGRAM	2205 23RD AVENUE	\$30.00	01/20/2021
AMERICA BEST PAINTERS	2902 MONROE ST	\$20.00	01/08/2021
ANCHOR MINI SELF STORAGE	P O BOX 8950	\$20.00	01/29/2021
ANOINTED TOUCH BARBER AND BEAUTY SHOP	328 COURTHOUSE RD	\$20.00	01/28/2021
AT HOME CARE INC	306 CHURCH ST	\$20.00	01/20/2021
B & B ENTERPRISE	13050 SWEETWATER TRAIL DRIVE	\$20.00	01/07/2021
BARNETT JANE'	3620 REYNOSA DR	\$20.00	01/05/2021
BEACH SIDE SHABBY	2701 14TH AVE #27 & 29	\$20.00	01/15/2021
BECC INC	360 Industrial Lane	\$20.00	01/11/2021
BETTER QUALITY BUILDER LLC	2512 25TH AVENUE STE 5	\$20.00	01/05/2021
BILOXI CLUB 24	1355 E PASS RD	\$20.00	01/19/2021
BOOT OUTLET	15151 AIRPORT RD	\$40.00	01/14/2021
BROWN JANITORIAL SERVICE	1320 PINECREST AVE	\$20.00	01/19/2021
BURKS JOHN F	730 27TH ST	\$30.00	01/13/2021
C & L HVAC & REFRIGERATION	11072 SWEETGUM ST	\$20.00	01/15/2021
CAPT. AL'S STEAK & SEAFOOD LLC	PO BOX 10390	\$45.00	01/15/2021
CAPTAIN HOOKS SEAFOOD & MORE LLC	1519 PASS RD	\$35.00	01/14/2021
CARING HEARTS COUNSELING SERVICES LLC	18055 CARSON CT	\$20.00	01/21/2021
CARTERS PAINTING & DRYWALL	24 YORKSHIRE PKWY	\$20.00	01/20/2021
CHIC PHYSIQUE	520 CHAMPLIN ST	\$20.00	01/19/2021
CK NAILS & SPA	15520 DANIELS BLVD	\$30.00	01/15/2021
COLORFUL MINDS	9480 THREE RIVERS RD	\$81.00	01/15/2021
COSPELICH KIMBERLY	1501 42ND AVE	\$20.00	01/14/2021
CREEKSIDE WILLOWS MOBILE HOME VILLAGE	1590 W 16TH ST	\$20.00	01/26/2021
CYCLIST CHOICE & FITNESS	1927 25TH AVE	\$40.00	01/26/2021
DEDEAUX EAST SELF STORAGE	PO BOX 3226	\$20.00	01/11/2021
DEJA VU	2701 14TH AVE BOOTHS 1 & 2	\$20.00	01/15/2021
DOMINO PIZZA	2712 25TH AVENUE	\$30.00	01/26/2021
FISHER & PHILLIPS	2505 14TH ST #300	\$30.00	01/08/2021
FORETICH REAL ESTATE	P O BOX 2837	\$20.00	01/07/2021
FUJISAN UNIT HMS	14420 BLOOMFIELD AVE	\$20.00	01/07/2021
FUSION SALON	400 E PASS RD	\$30.00	01/28/2021
GAS AND SUPPLY	111 BURAS DRIVE	\$1,200.00	01/15/2021
GOODWILL SUPER STORE	11975 SEAWAY RD SUITE 140A	\$40.00	01/21/2021
GULF COAST BEHAVIORAL SCIENCES LLC	2218 18TH ST #A	\$20.00	01/21/2021
GULF COAST SPINE SOLUTIONS	14231 SEAWAY RD	\$20.00	01/22/2021
GULFPORT FAST TAX LLC	13211 DEDEAUX ROAD	\$20.00	01/15/2021
H&S COMM & IND SUPPLY & SERVICES	1800 25TH AVE STE A	\$20.00	01/11/2021
H&S UTILITY MAINTENANCE SERVICES	1800 25TH AVE STE #D	\$20.00	01/11/2021
HAJOCA CORP	1240 28TH ST	\$250.00	01/29/2021
HIGHWAYS & HEDGES LAWN CARE	12492 WALKER RD	\$20.00	01/15/2021
HOME2 SUITES BY HILTON	1305 MALL OF GEORGIA BLVD SUITE 201	\$30.00	01/22/2021
HONEYCOMB SALON	11280 E TAYLOR RD	\$20.00	01/27/2021

HOTWORX	2033 EAST PASS RD UNIT A	\$20.00	01/14/2021
INTEGRATED MEDICAL & WELLNESS CLINIC	110 MAIN AVE N	\$20.00	01/06/2021
JACKIE'S SOUVENIRS	1040 23RD AVENUE	\$20.00	01/19/2021
JOHN JACOB LLC	75 HARDY COURT SHOPPING CENTER	\$62.50	01/19/2021
RICE BOWL	225 FOREST AVE A	\$87.00	01/26/2021
K'S CLEANING AND LAWN SERVICE	603 LIZ CIRCLE	\$20.00	01/28/2021
KESSEN MOTOR SALES	1119 PASS ROAD	\$40.00	01/27/2021
KNORR SCHOOL OF MUSIC	394 ACADIAN COURT	\$20.00	01/15/2021
LA MONARCA DE MICHOCAN	1223 PASS RD SUITE E	\$20.00	01/08/2021
LACUESTA RICK DDS	22 29TH STREET	\$30.00	01/21/2021
LITTLE CAESARS #167	12373 HWY 49	\$20.00	01/11/2021
LITTLE CAESARS #168	P O BOX 572408	\$20.00	01/11/2021
LOCKETT WILLIAMS MORTUARY	2018 31ST AVE	\$20.00	01/21/2021
MACK POOLS & LAWN CARE	3916 MONTEREY DR	\$20.00	01/05/2021
MAGEE ALFRED PAVING	8353 SOUTH CAROLINA AVE	\$20.00	01/15/2021
MANE ATTRACTION SALON & HAIRTIQUE	1516 30TH AVE	\$20.00	01/19/2021
MICHAEL PAYMENT MD CARDIOLOGY PA	4533 13TH STREET	\$30.00	01/05/2021
MILNER JOHN	940 PASS RD	\$20.00	01/21/2021
MILNER RENTAL CENTER	940 PASS RD	\$30.00	01/15/2021
MOBILE SQUAD	1013 PASS RD	\$32.50	01/05/2021
MPRINTS BUSINESS SOLUTIONS	14451 DEDEAUX RD	\$20.00	01/06/2021
OREILLY AUTO PARTS # 1994	PO BOX 9167	\$150.00	01/06/2021
OREILLY AUTO PARTS #977	P O BOX 9167	\$800.00	01/06/2021
ON THE GO CAR WASH	610 TEMPLE DR	\$20.00	01/15/2021
OREILLY AUTO PARTS 1489	P. O. BOX 9167, TAX DEPARTMENT	\$250.00	01/06/2021
OXFORD OPTIONS OF GULFPORT	14070 DEDEAUX RD	\$45.00	01/07/2021
PASS THE JUICE LLC	2709 25TH AVE E & F	\$20.00	01/26/2021
PERFECTION BARBER & BEAUTY	P O BOX 8522	\$20.00	01/15/2021
PICTURE THIS WRAPS AND GRAPHICS	10551 OUTDOORWAY BLDG 2 STE I	\$20.00	01/08/2021
POP BROTHERS	1501 25TH AVE	\$20.00	01/13/2021
PRIMARY CARE PLUS	14055 SEAWAY RD SUITE 200	\$42.00	01/27/2021
PROSTHETIC SOLUTIONS INC	4000 BIENVILLE ST #D	\$20.00	01/15/2021
QUICK AND EASY PRESSURE WASHING	16066 SCHOOL RD	\$20.00	01/21/2021
RAVISH SALON & SPA	12342 ASHLEY DRIVE STE C	\$20.00	01/14/2021
RAYBOURNS HAIR CENTER	12178 HWY 49 #A	\$30.00	01/06/2021
RAYBOURNS HAIR CENTER	12178 HWY 49 #A	(\$30.00)	01/06/2021
RENEE'S	302 COURTHOUSE RD	\$20.00	01/07/2021
RENEE'S	302 COURTHOUSE RD	(\$20.00)	01/07/2021
RENEE'S	302 COURTHOUSE RD	\$20.00	01/15/2021
RONNIE G ANTIQUES	58 EAST RAILROAD STREET	\$20.00	01/11/2021
RUDYS LAWN SERVICE PLUS HANDYMAN	902 HEMLOCK RD	\$20.00	01/15/2021
SAVARESE & ASSOCIATES PLLC	450 E PASS RD SUITE 108	\$20.00	01/14/2021
SECURE PRO SERVICE	1528 30TH AVE #B	\$20.00	01/15/2021
SERVICE MASTER CLEAN	PO BOX 168	\$30.00	01/26/2021
SHIP ISLAND EXCURSIONS PAN ISLE INC	825 TOWNS SHIP ROAD	\$30.00	01/26/2021
SIDE SHOW PROPS	12353 HERRING RD	\$20.00	01/25/2021
SMILE COUNTRY ORTHODONTICS	1119 42ND AVE #A	\$30.00	01/21/2021
SMILE COUNTRY ORTHODONTICS	1119 42ND AVE #A	(\$30.00)	01/21/2021
SMILE COUNTRY ORTHODONTICS	1119 42ND AVE #A	\$30.00	01/21/2021
SONIC DRIVE IN	11150 LORRAINE RD	\$60.00	01/20/2021
SONIC DRIVE IN	15025 CREOSOTE RD	\$66.00	01/20/2021
SONIC DRIVE IN	15025 CREOSOTE RD	\$66.00	01/20/2021

SOUTHERN CHARM CLEANING SERVICE	P O BOX 1403	\$20.00	01/14/2021
COSPELICH KIM	1501 42ND AVE	\$20.00	01/14/2021
STROJNY & STROJNY	2598 PASS RD #F	\$20.00	01/15/2021
SUBWAY SANDWICHES #11946	2328 25TH AVE	\$30.00	01/19/2021
SUGAR PLUM HAIR & NAILS SALON, INC	13211 DEDEAUX ROAD	\$20.00	01/15/2021
TAX PREP	3900 PARK BLVD	\$20.00	01/08/2021
THE CREDIT SOLUTION GROUP LLC	14575 S COUNTRYWOOD DR	\$20.00	01/08/2021
THE DAWG HOUSE OF MISSISSIPPI LLC	1023 EAST PASS RD	\$20.00	01/11/2021
THE GIFTED SCHOOL	302 COURTHOUSE ROAD	\$20.00	01/07/2021
THE GIFTED SCHOOL	302 COURTHOUSE ROAD	(\$20.00)	01/07/2021
THE GIFTED SCHOOL	302 COURTHOUSE ROAD	\$20.00	01/07/2021
THE GIFTED SCHOOL	302 COURTHOUSE ROAD	(\$20.00)	01/07/2021
THE GIFTED SCHOOL	302 COURTHOUSE ROAD	\$20.00	01/15/2021
THE SWAP SHOP	1140 PASS ROAD UNIT A	\$20.00	01/12/2021
TRAIN STOP BOOT CAMP AND FITNESS	10257 ENGLISH MANOR DR	\$20.00	01/15/2021
UNITED AUTO SALES LLC	5109 MALIBU ST	\$40.00	01/12/2021
UNITED CAB	1610 28TH ST	\$30.00	01/12/2021
VINTAGE FLAMINGO	2701 14TH AVE	\$20.00	01/15/2021
ALLEN BEVERAGES INC	P O BOX 2037	\$840.00	01/26/2021
BAY ICE CO	1413 30TH AVE	\$10.00	01/11/2021
CGR ENTERPRISE LLC	832 MAMIE DR	\$10.00	01/15/2021
CORSO FRANK P INC	P O BOX 488	\$1,260.00	01/06/2021
CSC SERVICEWORKS INC	303 SUNNYSIDE BLVD UNIT 70	\$450.00	01/28/2021
DENT ICE LLC	15524 LITTLE RIVER COURT	\$10.00	01/08/2021
DENT ICE LLC	PO BOX 2081	\$10.00	01/08/2021
ECOATM LLC	10121 BARNES CANYON RD	\$20.00	01/12/2021
ECOATM LLC	10121 BARNES CANYON RD	\$10.00	01/12/2021
ECOATM LLC	10121 BARNES CANYON RD	\$10.00	01/12/2021
AT&T SOUTHEAST	1723 22ND AVE	\$270.00	01/06/2021
TASTE BUDZ	14283 DEDEAUX RD #C	\$20.00	01/05/2021
CASTLEBERRY ASHTYN	29 JAY DR	\$15.00	01/05/2021
ELITE MARBLE & GRANITE RESTORATION	3607 BELMEDE PLACE	\$15.80	01/05/2021
ELITE MARBLE & GRANITE RESTORATION	3607 BELMEDE PLACE	(\$15.80)	01/05/2021
ELITE MARBLE & GRANITE RESTORATION	3607 BELMEDE PLACE	\$20.00	01/05/2021
ELITE MARBLE & GRANITE RESTORATION	3607 BELMEDE PLACE	(\$20.00)	01/05/2021
ELITE MARBLE & GRANITE RESTORATION	3607 BELMEDE PLACE	\$20.00	01/05/2021
BOSS LAWN CARE	207 MARY DR	\$20.00	01/05/2021
SHORTER BRANDY	12178 HWY 49 STE A	\$22.50	01/07/2021
UNIQUE BROTHERS AUTO LLC	803 PASS RD	\$15.00	01/08/2021
NERDY INK	11280 E TAYLOR RD STE C	\$15.00	01/08/2021
DAVIS CHRISTOPHER	4514 HERRON ST	\$15.00	01/11/2021
THE SAFE FOOD CULTURE LLC	P O BOX 3632	\$15.00	01/11/2021
STOREYS PROPERTIES INC	1514 18TH AVE , TEDDY SUITE	\$15.00	01/11/2021
BENCHMARK HOME BUILDER	1223 30TH AVE STE E	\$15.00	01/11/2021
PURE SAFETY TRAINING&CONSULTING SVC LLC	14131 DEDEAUX RD	\$15.00	01/11/2021
GIBSON SHEILA	14130 LUCKY MAYS RD	\$15.00	01/11/2021
BFA NEW START	1926 49TH AVE	\$15.00	01/12/2021
YOUNG ERICA NEANDREA	1822 15TH ST	\$15.00	01/13/2021
DAVIS ANDREA L	28 PASS RD #300	\$30.00	01/14/2021
BRYAN JACOBS AGENCY	1806 25TH AVE	\$30.00	01/21/2021
MECHAM LAW FIRM LLC	P O BOX 6594	\$15.00	01/21/2021
ENTINU INC	P O BOX 22226	\$22.50	01/22/2021

WINDSOR ASHIRA	1601 30TH AVE	\$15.00	01/22/2021
CHARLOTTE BRADLEY	4613 OLD PASS RD	\$26.25	01/27/2021
HALEY ANDREA	15106 SAGEWOOD ST	\$15.00	01/28/2021
PRAIRIE FARMS	4001 HWY 190W	\$22.50	01/28/2021
WE BELIEVE CONFERENCE	14416 DEDEAUX RD	\$25.00	01/29/2021
TOTAL:		\$8,780.75	

SCANNED



[Signature] 1st Judicial District
Instrument 2020 3793 D - J1
Filed/Recorded 4/15/2020 04:15 P
Total Fees \$ 37.00
3 Pages Recorded

This Instrument prepared by and to be returned to:
Margaret Murdock, MS Bar #9824
City of Gulfport
Post Office Box 1780
Gulfport, Mississippi 39502-1780
(228) 868-5811

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

REVIEWED

VACATION AND RELEASE OF EASEMENT

FOR AND IN CONSIDERATION of the sum of ONE and NO/100 (\$1.00) DOLLARS, cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, **BILLY HEWES, MAYOR, CITY OF GULFPORT, MISSISSIPPI**, a body politic and municipal corporation established and existing according to the Laws of the State of Mississippi Grantor, do hereby release, vacate and otherwise extinguish any claim of the City of Gulfport, Mississippi, to the easement for "purpose of installing and maintaining a concrete storm drain in the City of Gulfport, Harrison County, Mississippi" on, over across, the real property described in Exhibit "A" hereto. Said Easement previously conveyed to the City by that certain Easement on file in the Land Records of Harrison County, Mississippi, First Judicial District, at Book 1134, Page 396. Nothing in this Vacation and Release of Easement shall effect the validity of that certain Perpetual Drainage Easement on file in the Land Records of Harrison County, Mississippi, First Judicial District, at Instrument 2010 4868-D-J1 (July 20, 2010), which shall remain fully in effect.

INDEXING INSTRUCTIONS: Lot 8, Block 7, Beach Grove Subdivision, City of Gulfport,
Harrison County, Mississippi, First Judicial District

WITNESS MY SIGNATURE on this the 13th day of APRIL, 2020.

[Signature]
BILLY HEWES, MAYOR

Grantee:
Myrolee Stanfield
6231 E 15th Street
Tucson, AZ 85711
Grantor:
City of Gulfport, MS
P.O. Box 1780
Gulfport, MS 39502
228-868-5700

2

ATTEST: Gerard Bellocq
GERARD BELLOCQ, CITY CLERK

**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 13th day of APRIL, 2020, BILLY HEWES, who acknowledged to me that he is the MAYOR of the City of Gulfport, Mississippi, and that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed after first being authorized to do so.

Ruth E. Rock
NOTARY PUBLIC

My Commission Expires:

3/9/2021

(SEAL)

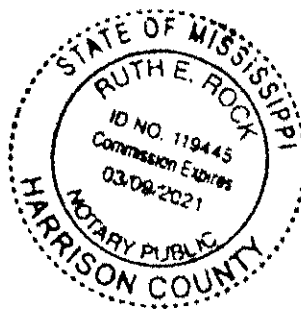


Exhibit "A"

A parcel of land located in Lot 8, Block 7, Beach Grove Subdivision, Gulfport, Harrison County, Mississippi. Said parcel being 15 feet in width extending 7.5 feet either side of a line described as:

Commencing at the Southeast corner of Lot 8, Block 7, Beach Grove Subdivision, being located on the North margin of Ford Street; thence run North 28 degrees 00' West along the east line of said Lot 8 a distance of 76.83 feet to the Point of Beginning. Thence Run South 80 degrees 55'50" West 52.33 feet to the West line of Lot 8, Block 7, Beach Grove Subdivision. Said parcel contains 785 square feet or .0180 acres.

This Instrument prepared by and to be returned to:

Margaret Murdock, Esq.
 City Attorney's Office
 P.O. Box 1780
 Gulfport, Mississippi 39502
 (228) 868-5811



John 1st Judicial District
 Instrument 2020 3731 D - J1
 Filed/Recorded 4/15/2020 09:30 A
 Total Fees \$ 36.00
 4 Pages Recorded

DRAINAGE EASEMENT

FOR AND IN CONSIDERATION of the sum of ONE and NO/100 Dollar (\$1.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned **Grantor**,

MYROLEE STANFIELD

6231 East 15th Street
 Tucson, Arizona 85711

do hereby grant, convey, assign, and transfer unto **Grantee**,

REVIEWED**CITY OF GULFPORT, MISSISSIPPI**

A Mississippi Municipal Corporation
 2309 15th Street
 Gulfport, Mississippi 39501
 Telephone (228) 868-5811

a perpetual easement for construction, installation, operation, repair and maintenance of a drainage system over, across, and under the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

See Exhibits "A" and "B" attached.

Grantor further grants unto the City of Gulfport and its employees and contractors a Right of Entry on Grantor's remaining and adjacent property for the purpose of construction, repair and maintenance of said drainage system. Any damage caused to Grantor's remaining and adjacent property as a direct result of the City's use of the Right of Entry will be repaired, as reasonably possible, to pre-damage condition.

INDEXING INSTRUCTIONS:

Lot 8, Block 7, Beach Grove Addition Subdivision, City of Gulfport, First Judicial District of Harrison County, Mississippi

WITNESS OUR SIGNATURES on this the 7th day of April, 2020.

Myrolee Stanfield
MYROLEE STANFIELD

Exhibit "A"

Drainage Easement

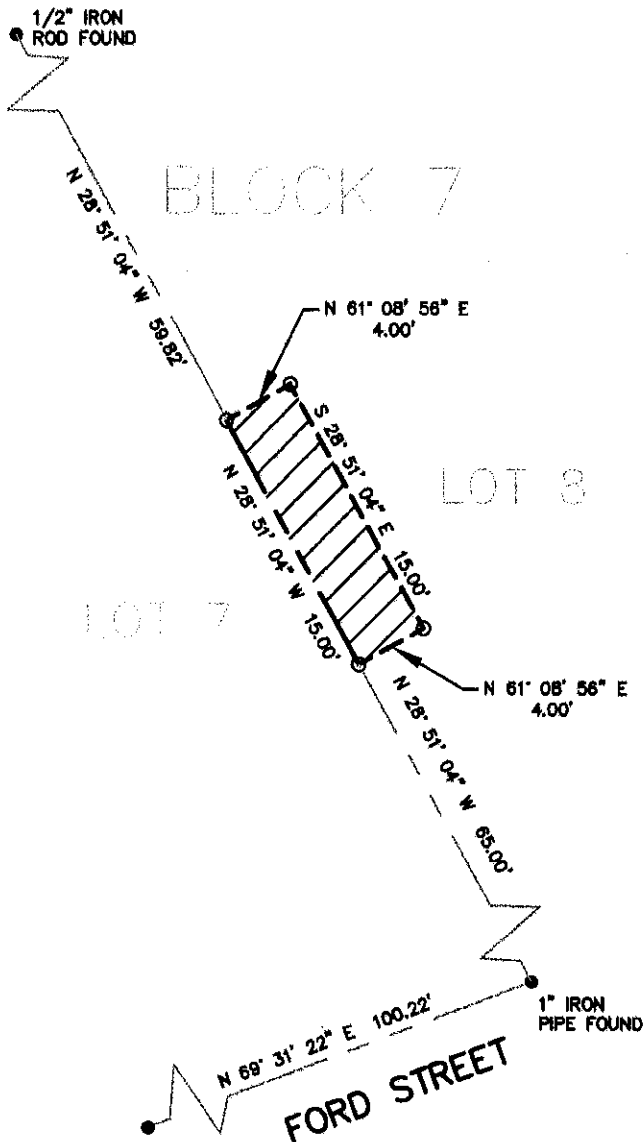
COMMENCE at an iron rod at the Southwest corner of Block 7, Beach Grove Addition Subdivision, Section 8, Township 8 South, Range 11 West, City of Gulfport, First Judicial District, Harrison County, Mississippi; thence North 69 degrees 31 minutes 22 seconds East, along the north margin of Ford Street, for 100.22 feet to an iron pipe, being the Southwest corner of Lot 8, Block 7, of the aforementioned Beach Grove Addition Subdivision; thence North 28 degrees 51 minutes 04 seconds West, along the west line of said Lot 8, for 65.00 feet to the POINT OF BEGINNING.

From said POINT OF BEGINNING continue North 28 degrees 51 minutes 04 seconds West, along the west line of aforementioned Lot 8, for 15.00 feet to a point; thence North 61 degrees 08 minutes 56 seconds East for 4.00 feet to a point; thence South 28 degrees 51 minutes 04 seconds East for 15.00 feet to a point; thence South 61 degrees 08 minutes 56 seconds West for 4.00 feet back to the POINT OF BEGINNING.

Said drainage easement being part of Lot 8, Block 7, Beach Grove Addition Subdivision, Section 8, Township 8 South, Range 11 West, City of Gulfport, First Judicial District, Harrison County, Mississippi, and contains 60 square feet, more or less.



SCALE: 1"=10'



P.O.C.
3/8" IRON ROD FOUND
SOUTHWEST CORNER OF BLOCK 7,
BEACH GROVE ADDITION
SUBDIVISION, SECTION 8, T8S,
R11W, CITY OF GULFPORT, FIRST
JUDICIAL DISTRICT, HARRISON
COUNTY, MISSISSIPPI

DRAINAGE EASEMENT DESCRIPTION

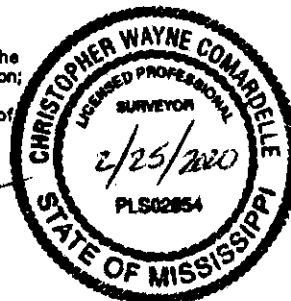
COMMENCE at an iron rod at the Southwest corner of Block 7, Beach Grove Addition Subdivision, Section 8, Township 8 South, Range 11 West, City of Gulfport, First Judicial District, Harrison County, Mississippi; thence North 69 degrees 31 minutes 22 seconds East, along the north margin of Ford Street, for 100.22 feet to an iron pipe, being the Southwest corner of Lot 8 Block 7, of the aforementioned Beach Grove Addition Subdivision; thence North 28 degrees 51 minutes 04 seconds West, along the west line of said Lot 8, for 65.00 feet to the POINT OF BEGINNING.

From said POINT OF BEGINNING continue North 28 degrees 51 minutes 04 seconds West, along the west line of aforementioned Lot 8, for 15.00 feet to a point; thence North 61 degrees 08 minutes 56 seconds East for 4.00 feet to a point; thence South 28 degrees 51 minutes 04 seconds East for 15.00 feet to a point; thence South 61 degrees 08 minutes 56 seconds West for 4.00 feet back to the POINT OF BEGINNING.

Said drainage easement being part of Lot 8 Block 7, Beach Grove Addition Subdivision, Section 8, Township 8 South, Range 11 West, City of Gulfport, First Judicial District, Harrison County, Mississippi, and contains 60 square feet, more or less.

This is to certify that I have surveyed the easement described and delineated hereon; and that the measurements and other data indicated are correct to the best of my knowledge and belief.

[Signature]
CHRISTOPHER W. COMARDELLE
PROFESSIONAL SURVEYOR
FEBRUARY 25, 2020
MS. LICENSE #2854



PROPOSED DRAINAGE EASEMENT
LOT 8, BLOCK 7, BEACH GROVE ADDITION
SUBDIVISION, CITY OF GULFPORT, FIRST JUDICIAL
DISTRICT, HARRISON COUNTY, MISSISSIPPI

JOB #: 0295-20
DRAWN BY: CRT
CHECKED BY: CWC
DATE: 12/25/2020

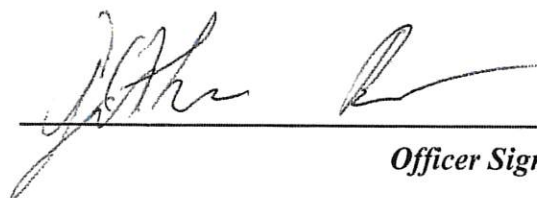
CITY OF GULFPORT ENGINEERING DEPARTMENT
4050 HEWES AVENUE, GULFPORT, MS 39507





**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

I, *Jonathan Brown*, do solemnly swear (or affirm) that I will faithfully support the Constitution of the United States of America and the Constitution of the State of Mississippi, as well as the Ordinances of the City of Gulfport, and obey the laws thereof; that I am not disqualified from holding the office of law enforcement officer for the City of Gulfport; and that I will faithfully, honestly, and fearlessly discharge the duties of the office upon which I am about to enter. So help me God.



Officer Signature



Sworn on this, the 25th Day of January, 2021



Honorable R. Fant Walker



**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

I, *Liam Cogley*, do solemnly swear (or affirm) that I will faithfully support the Constitution of the United States of America and the Constitution of the State of Mississippi, as well as the Ordinances of the City of Gulfport, and obey the laws thereof; that I am not disqualified from holding the office of law enforcement officer for the City of Gulfport; and that I will faithfully, honestly, and fearlessly discharge the duties of the office upon which I am about to enter. So help me God.



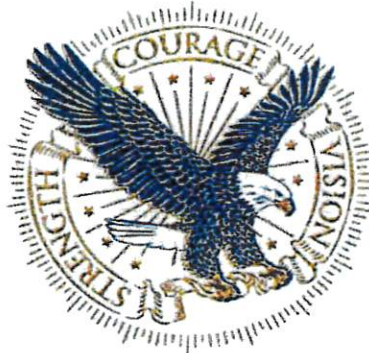
Officer Signature



Sworn on this, the 25th Day of January, 2021

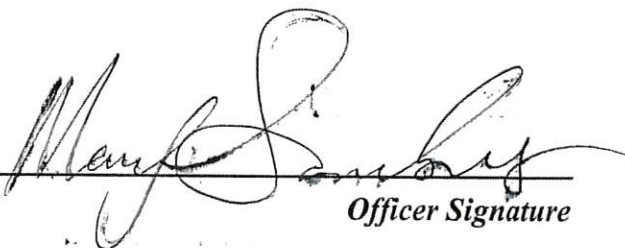


Honorable R. Fant Walker



**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

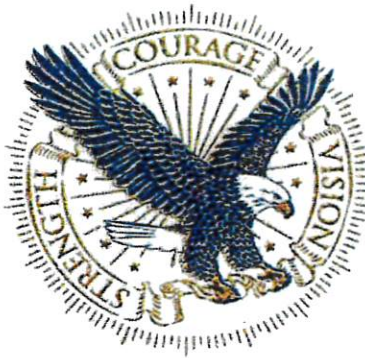
I, *Mary Lambros*, do solemnly swear (or affirm) that I will faithfully support the Constitution of the United States of America and the Constitution of the State of Mississippi, as well as the Ordinances of the City of Gulfport, and obey the laws thereof; that I am not disqualified from holding the office of law enforcement officer for the City of Gulfport; and that I will faithfully, honestly, and fearlessly discharge the duties of the office upon which I am about to enter. So help me God.


Officer Signature



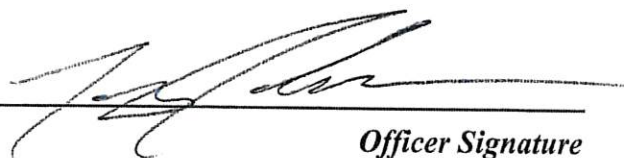
Sworn on this, the 25th Day of January, 2021


Honorable R. Fant Walker



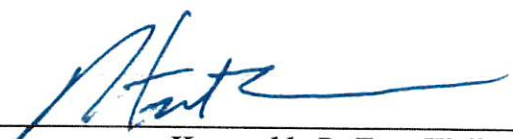
**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

I, *Timothy Ishee*, do solemnly swear (or affirm) that I will faithfully support the Constitution of the United States of America and the Constitution of the State of Mississippi, as well as the Ordinances of the City of Gulfport, and obey the laws thereof; that I am not disqualified from holding the office of law enforcement officer for the City of Gulfport; and that I will faithfully, honestly, and fearlessly discharge the duties of the office upon which I am about to enter. So help me God.


Officer Signature



Sworn on this, the 25th Day of January, 2021


Honorable R. Fant Walker

CELLULAR SOUTH REAL ESTATE, INC.
1018 HIGHLAND COLONY PARKWAY SUITE 330
RIDGELAND, MS 39157

January 14, 2021

VIA CERTIFIED/RETURN RECEIPT REQUESTED

City of Gulfport
2309-15th Street
Gulfport, MS 39501

RE: Lease Agreement with Cellular South Real Estate, Inc.

Cellular South Real Estate, Inc. ("CS") is sending this letter pursuant to the terms of that certain Lease Agreement, dated April 1, 2018 (the "Lease"), by and between City of Gulfport, as landlord, and CS, as the tenant, for certain leased premises at 3890 12th Street, Gulfport, MS upon which CS owns a telecommunications tower (the "Tower").

CS has been approached by American Towers LLC, a Delaware limited liability company ("ATC") that is the major US operating entity of American Tower Corporation, a publicly traded tower company listed on the New York Stock Exchange under the symbol "AMT." ATC has offered to purchase the Tower and CS's interest in the Lease.

To the extent required by the terms of the Lease, the purpose of this letter is to ask for your consent to assign the Lease to ATC. Should you grant such consent and should CS successfully close its planned transaction with ATC, ATC will notify you and will be responsible for performance of all obligations under the Lease from that point forward. Should the transaction close, CS will continue to own and operate its equipment on the Tower and within the premises.

If you are willing to grant such consent to the assignment of the Lease to ATC, please indicate so by signing the enclosed duplicate of this letter and returning it to my attention at the address listed below.

If you execute this letter and CS does not successfully close its transaction with ATC, I will contact you and inform you of that result.

I thank you for your attention in this matter. Please contact me at the number listed below if you have any questions pertaining to this matter.

Very Truly Yours,
Cellular South Real Estate, Inc.

By: B. Pace

Name: BEN PACE

Title: Chief Financial Officer

Phone: 601-974-7151

The undersigned does hereby grant the above described consent with the understanding that ATC will be responsible for performance of all of the tenants duties required by the terms of the Lease from and after the effectiveness of such assignment.

City of Gulfport

By: Billy Hewes
Name: Billy Hewes
Title: Mayor

Jan 29, 2021

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 2nd day of February, 2021, the following Resolution:

**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF
GULFPORT, MISSISSIPPI, ACKNOWLEDGING AND APPROVING VARIOUS
DOCUMENTS AND ACTIONS RELATED TO THE COMPLETION OF THE FIRE
STATION LEASE PURCHASE PROJECT; AND FOR RELATED PURPOSES**

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi (the "Governing Body" of the "Municipality"), acting for and on behalf of the Municipality hereby finds, determines, adjudicates, and declares as follows:

1. On September 26, 2019, the \$2,700,000 Certificates of Participation, Series 2019 (City of Gulfport Fire Station Lease Purchase Project), dated and issued September 18, 2019 (the "Certificates"), were issued, the proceeds of which were issued for the purpose of the acquisition, construction, financing, equipping, and leasing of a new fire station located in the Orange Grove area of the Municipality (the "Project"), pursuant to a resolution of the Governing Body on July 16, 2019, Sections 31-8-1 *et seq.*, Mississippi Code of 1972, as amended (the "Act"), and various other documents between the Municipality, Southern Mississippi Investment Co., Inc. (the "Corporation"), and Hancock Whitney Bank, Gulfport, Mississippi (the "Trustee").

2. On September 26, 2019, the Ground Lease between the Municipality and the Corporation (the "Ground Lease") was executed, whereby the Municipality maintains ownership of the property on which the Project will be constructed (the "Property") and leases the Property to the Corporation for the Project.

3. On September 26, 2019, the Lease and Option to Purchase between the Corporation and the Municipality (the “Lease”) was executed, whereby the Corporation agreed to lease the Project back to the Municipality for its intended use as a fire station.

4. On September 26, 2019, the Trust Agreement between the Trustee and the Municipality (the “Trust Agreement”) was executed, whereby the Trustee agreed to issue the Certificates pursuant to the Lease, make the payments of the Acquisition Costs (as defined in the Lease and in the Trust Agreement), and collect and make the payments of the Certificates to The First, Hattiesburg, Mississippi, the purchaser of the Certificates (the “Purchaser”).

5. On September 25, 2019, the Corporation entered into a construction contract with Dan Hensarling, Inc., Gulfport, Mississippi (the “Contractor”), to construct the Project on behalf of the Municipality.

6. On June 2, 2020, the Governing Body adopted a resolution authorizing and directing the issuance of its \$23,050,000 General Obligation Restructuring Bonds, Series 2020A (Tax-Exempt), dated and issued June 30, 2020 (the “Restructuring Bonds”), which authorized exercising the Option to Purchase in the Lease and in the Trust Agreement and the redemption of the Certificates held by the Purchaser.

7. Funds generated by the Certificates for the Project in the amount of \$143,446.26 were transferred to the Municipality by the Trustee. On November 30, 2020, a final requisition in the amount of \$134,382.85 for Acquisition Costs for the Project executed by an officer of the Corporation and an officer of the Municipality, attached hereto as **Exhibit A** (the “Requisition”), was delivered to the Trustee for the final payment for the Project.

8. The funds generated by the Certificates for the Project in the amount of \$143,446.26 should be transferred to the Trustee by the Municipality in order for the Trustee to pay the Requisition for the Project.

9. In order to accept the funds on behalf of the Municipality and the Corporation and pay the Requisition on behalf of the Municipality and the Corporation, the Trustee has presented its Completion Escrow Agreement, in substantially the form attached hereto as **Exhibit B**.

10. On October 6, 2020, Machado Patano, PLLC, Gulfport, Mississippi, the consulting engineer for the Project (the "Consulting Engineer"), submitted a letter to the Corporation stating "substantial completion" of the Project and presenting a "certificate of occupancy" issued by authorized officers of the Municipality, attached hereto as **Exhibit C** (the "Certificate of Completion").

11. After payment of the Requisition, and because the Project has been issued a Certificate of Completion, the Option to Purchase has been exercised, and the Certificates held by the Purchaser have been paid in full, the Municipality is authorized by the Lease and the Trust Agreement to take full legal title to the Property and the Project, by acceptance of a quitclaim deed or otherwise, from the Corporation.

12. Pursuant to the Lease and the Trust Agreement, upon the Municipality taking full legal title to the Property and the Project, the Trustee is authorized, upon notice given to the Municipality, to transfer to the Municipality any funds remaining after payment of the Requisition, such funds to be used for any lawful purpose of the Municipality.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY AS FOLLOWS:

SECTION 1. Authorization for Transfer of Funds to the Trustee for Payment of Acquisition Costs.

(a) The Governing Body authorizes appropriate officers and staff of the Municipality to take all actions necessary to return the remaining funds generated by the Certificates for the Project in the amount of \$143,446.26 to the Trustee, including authorization to

officers and staff of the Municipality to immediately issue a special check or electronic funds transfer payable to the Trustee in the amount of \$143,446.26, and including authorization to the Mayor and/or the City Clerk of the Municipality to execute the Completion Escrow Agreement, with such additions, deletions, or corrections as required.

(b) The Trustee is hereby authorized to make the final payment to the Contractor for the Acquisition Costs for the Project in the amount of \$134,382.85, such payment being payment in full of all outstanding amounts owed to the Contractor for the Project, as evidenced by the Requisition.

SECTION 2. Certificate of Completion. The Governing Body acknowledges, accepts, and approves the Certificate of Completion.

SECTION 3. Clearance of Title to Property. The Governing Body authorizes appropriate officers and staff of the Municipality to take such actions and execute such documents as are required to take full legal title of the Property in the name of the City, by quitclaim deed or otherwise, for various purposes, including exemption from ad valorem taxation, for hazard insurance coverage, etc.

SECTION 4. Repealer. All orders, resolutions, or proceedings of the Governing Body in conflict with the provisions of this resolution shall be, and the same are hereby repealed, rescinded, and set aside, but only to the extent of such conflict.

SECTION 5. Effective Date. For cause, this resolution shall become effective immediately upon the adoption thereof.

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

YEAS:

Casey

Roland

Holmes-Hines

Walker

Flowers

Pucheu

NAYS:

None

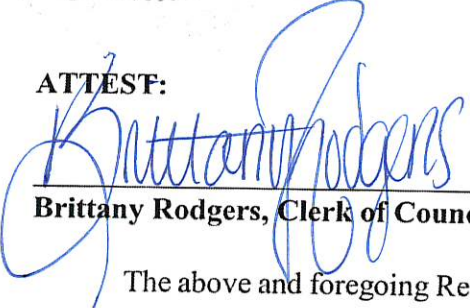
ABSENT:

Sharp

WHEREUPON the President declared the motion carried and the Resolution adopted, this the 2nd day of February, 2021.

(SEAL)

ATTEST:


Brittany Rodgers, Clerk of Council

ADOPTED:


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

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 3rd day of February, 2021.

APPROVED:

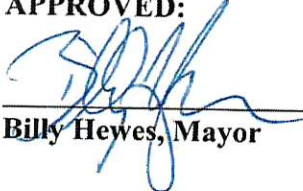

Billy Hewes, Mayor

Exhibit A

Requisition of Contractor

REQUISITION: CONSTRUCTION DISBURSEMENT REQUEST

DISBURSEMENT REQUEST NO. 27

Hancock Whitney Bank, Jackson, Mississippi
as Trustee

Attention: Susan B. Tsimortos, Senior Vice President and Trust Officer

Re: \$2,700,000 Certificates of Participation, Series 2019
(City of Gulfport Fire Station Lease Purchase Project)

Pursuant to Section 3.02 of the Trust Agreement (the "Trust Agreement"), dated as of September 25, 2019, by and between the City of Gulfport, Mississippi, and Hancock Whitney Bank, Jackson, Mississippi, as trustee ("the Trustee"), the Trustee is hereby instructed to disburse the sum of \$134,382.85 from the Construction and Acquisition Fund established under the Trust Agreement.

The Trustee is instructed to pay such disbursement to the order of the following payee, and for the following costs and expenses, with pay application or invoices attached hereto:

Payee: Dan Hensarling, Inc.

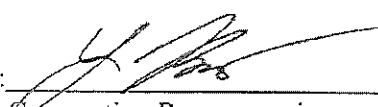
P.O. Box 3927

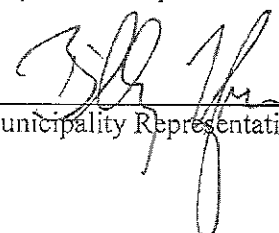
Gulfport, MS 39505-3927

Description of Project Cost or portion thereof accepted by the undersigned and authorized to be paid to the Payee:

Construction – Pay Application 13

Dated: November 30, 2020

BY: 
Corporation Representative

BY: 
Municipality Representative



MACHADO | PATANO

318 Howard Avenue | Suite F | Biloxi | MS 39530 | P: 228-388-1950 | www.mpeng.us

November 30, 2020

Mr. Leonard Bentz
Southern Mississippi Investment Company
10441 Corporate Dr. Ste1
Gulfport, MS 39503

Via Email: lbentz@smpdd.com

RE: New Gulfport Fire Station #9
Pay Application No. 13_Final

Dear Mr. Bentz:

Please find attached **Pay Application No. 13** from **Dan Hensarling, Inc.** for the referenced project. I have reviewed the application and the work completed on site and recommend payment in the amount requested of **\$134,382.85**. This is the final pay request for this project.

I trust you will find this request to be in order, however should have any questions or concerns please do not hesitate to contact me.

Sincerely,
MACHADO | PATANO, PLLC

Gerrod W. Kilpatrick, P.E.
Principal

w/ enclosures Hensarling Pay App #13_Final
Consent of Surety

Application and Certificate for Payment

TO OWNER: South MS Investment Company, Inc.

10441 Corporate Drive

Suite 1

Gulfport, MS 39503

FROM CONTRACTOR:

Dan Hensarling, Inc.

PO Box 3927

Gulfport MS 39505-3927

PROJECT:

City of Gulfport Fire Station 9

Dedeaux Road

Gulfport, MS

VIA ARCHITECT:

MP Design Group, PLLC

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 2,401,217.00

2. Net change by Change Orders \$ 14,322.00

3. CONTRACT SUM TO DATE (Line 1 +/- 2) \$ 2,415,539.00

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 2,415,539.00

5. RETAINAGE:

a. 0.0 % of Completed Work

(Column D + E) on G703 \$ 0.00

b. 5.0 % of Stored Material \$ 0.00

(Column F on G703)

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE \$ 2,415,539.00

(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 2,281,156.15

(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 134,382.85

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6) \$ 0.00

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		\$ 14,322.00	\$ 0.00
Total approved this Month		\$ 0.00	\$ 0.00
TOTALS		\$ 14,322.00	\$ 0.00
NET CHANGES by Change Order			14,322.00

APPLICATION NO: 13

PERIOD TO: 11/30/20

CONTRACT FOR:

CONTRACT DATE: 9/23/19

PROJECT NOS: 0220254.018.001

Distribution to:

OWNER ☐

ARCHITECT ☐

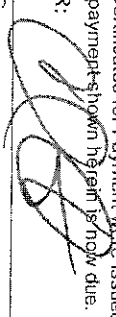
CONTRACTOR ☐

FIELD ☐

OTHER ☐

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: 

State of: MS

Date: 11/24/2020

County of: Harrison

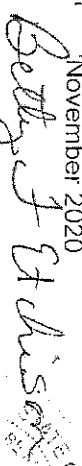
Subscribed and sworn to before

me this 24th day of

November 2020

Notary Public:

My Commission expires: March 28, 2021



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated; the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

\$ 134,382.85

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: 

Date: 11/30/2020

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,

APPLICATION NO. 13 (Final)

containing Contractor's signed certification, is attached.

APPLICATION DATE 11/24/2020

In tabulations below, amounts are stated to the nearest dollar

PERIOD TO: 11/24/2020

Use Column I on Contracts where variable retainage for line items may apply

ARCHITECT'S PROJECT NO. 0254.018.001

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS STORED (NOT IN D OR E)		G TOTAL COMPLETED AND STORED TO DATE (D+E+H)		H % (G./C)		I BALANCE TO FINISH (C-G)		J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)											
	GULFPORT FIRE STATION #9													
	SPECIAL AND GENERAL	141,528	141,528		0	0	0	141,528	100.00%			0	0	0
	PERFORMANCE & PAYMENT BONDS	21,655	21,655		0	0	0	21,655	100.00%			0	0	0
	BUILDER'S RISK INSURANCE	9,844	9,844		0	0	0	9,844	100.00%			0	0	0
	GAS UTILITY CONNECTION ALLOWANCE	4,000	4,000		0	0	0	4,000	100.00%			0	0	0
	SECURITY EQUIPMENT ALLOWANCE	7,500	7,500		0	0	0	7,500	100.00%			0	0	0
	ELECT., TELE, COMM. ALLOWANCE	25,000	25,000		0	0	0	25,000	100.00%			0	0	0
	REPEATER ALLOWANCE	20,000	20,000		0	0	0	20,000	100.00%			0	0	0
	LANDSCAPE ALLOWANCE	5,000	5,000		0	0	0	5,000	100.00%			0	0	0
	SOLID SURFACE COUNTERTOP ALLOWANCE	6,200	6,200		0	0	0	6,200	100.00%			0	0	0
	FIREMAN'S POLE ALLOWANCE	8,500	8,500		0	0	0	8,500	100.00%			0	0	0
	6' BUILDING LETTER #9 ALLOWANCE	1,000	1,000		0	0	0	1,000	100.00%			0	0	0
	DEMO BLDG., CLEAR SITE, STRIP & HAUL	27,813	27,813		0	0	0	27,813	100.00%			0	0	0
	BUILDING FILL	35,775	35,775		0	0	0	35,775	100.00%			0	0	0
	SITE FILL	42,935	42,935		0	0	0	42,935	100.00%			0	0	0
	SOD & HYDROSEED	5,948	5,948		0	0	0	5,948	100.00%			0	0	0
	CHAINLINK FENCING	14,490	14,490		0	0	0	14,490	100.00%			0	0	0
	PAVEMENT MARKINGS	2,025	2,025		0	0	0	2,025	100.00%			0	0	0
	CONCRETE PAVING, CURB, SIDEWALKS	145,435	145,435		0	0	0	145,435	100.00%			0	0	0
	CONCRETE WORK	130,093	130,093		0	0	0	130,093	100.00%			0	0	0
	2ND FLOOR CONCRETE SLAB	14,934	14,934		0	0	0	14,934	100.00%			0	0	0
	MASONRY	132,164	132,164		0	0	0	132,164	100.00%			0	0	0
	STRUCTURAL STEEL, STAIRS, LADDERS	65,201	65,201		0	0	0	65,201	100.00%			0	0	0
	ROUGH CARPENTRY	12,756	12,756		0	0	0	12,756	100.00%			0	0	0
	MILLWORK, NO SOLID SURFACE TOPS	50,568	50,568		0	0	0	50,568	100.00%			0	0	0
	MOISTURE PROTECTION	7,993	7,993		0	0	0	7,993	100.00%			0	0	0
	METAL ROOF PANELS AND COPING	3,800	3,800		0	0	0	3,800	100.00%			0	0	0
	H.M. FRAMES, DOORS, HARDWARE	51,958	51,958		0	0	0	51,958	100.00%			0	0	0
	OVERHEAD DOORS, ENGINEERING & DRAWINGS	6,690	6,690		0	0	0	6,690	100.00%			0	0	0
	OVERHEAD DOORS, MATERIALS	39,267	39,267		0	0	0	39,267	100.00%			0	0	0
	OVERHEAD DOORS INSTALLATION	25,430	25,430		0	0	0	25,430	100.00%			0	0	0
	ALUM. STOREFRONT FRAMING	31,360	31,360		0	0	0	31,360	100.00%			0	0	0
	STOREFRONT GLASS	30,060	30,060		0	0	0	30,060	100.00%			0	0	0
	STOREFRONT LABOR	27,440	27,440		0	0	0	27,440	100.00%			0	0	0
	STOREFRONT SHOP DRAWINGS	3,719	3,719		0	0	0	3,719	100.00%			0	0	0
	METAL STUD FRAMING	105,960	105,960		0	0	0	105,960	100.00%			0	0	0

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT.

containing Contractor's signed certification, is attached.

In tabulations below, amounts are stated to the nearest dollar

Use Column 1 on Contracts where variable retainage for line items may apply

PAGE OF PAGES

APPLICATION NO. 13 (Final)
 APPLICATION DATE 11/24/2020
 PERIOD TO: 11/24/2020
 ARCHITECT'S PROJECT NO. 0254.018.001

A		B		C		D		E		F		G		H		I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G./ C.)	BALANCE TO FINISH (C-G)	RETAINAGE								
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD													
	GYPSUM BOARD	45,519	45,519	0	0	45,519	100.00%	0	0								
	PLYWOOD SHEATHING & TYVEK	19,396	19,396	0	0	19,396	100.00%	0	0								
	WALL INSULATION	12,195	12,195	0	0	12,195	100.00%	0	0								
	ACOUSTICAL GRID	12,714	12,714	0	0	12,714	100.00%	0	0								
	ACOUSTICAL TILE & INSULATION	6,407	6,407	0	0	6,407	100.00%	0	0								
	CARPET MATERIALS	1,350	1,350	0	0	1,350	100.00%	0	0								
	CARPET LABOR	240	240	0	0	240	100.00%	0	0								
	CERAMIC TILE MATERIALS	10,150	10,150	0	0	10,150	100.00%	0	0								
	CERAMIC TILE LABOR	4,910	4,910	0	0	4,910	100.00%	0	0								
	LVT MATERIALS	12,739	12,739	0	0	12,739	100.00%	0	0								
	LVT LABOR	4,650	4,650	0	0	4,650	100.00%	0	0								
	RUBBER COVE BASE MATERIALS	3,910	3,910	0	0	3,910	100.00%	0	0								
	RUBBER COVE BASE LABOR	2,480	2,480	0	0	2,480	100.00%	0	0								
	FLOOR PREP MATERIALS	910	910	0	0	910	100.00%	0	0								
	FLOOR PREP LABOR	3,330	3,330	0	0	3,330	100.00%	0	0								
	SEALED CONCRETE FLOORING	4,880	4,880	0	0	4,880	100.00%	0	0								
	TAPE, FLOAT, PAINT GYPSUM BD CEILINGS	7,090	7,090	0	0	7,090	100.00%	0	0								
	TAPE, FLOAT, PAINT GYPSUM BD WALLS	29,550	29,550	0	0	29,550	100.00%	0	0								
	PAINT DOORS	7,685	7,685	0	0	7,685	100.00%	0	0								
	PAINT INTERIOR CMU	7,097	7,097	0	0	7,097	100.00%	0	0								
	PAINT EXTERIOR CMU	1,915	1,915	0	0	1,915	100.00%	0	0								
	PAINT BOLLARDS	770	770	0	0	770	100.00%	0	0								
	PAINT STAIRWELLS	11,820	11,820	0	0	11,820	100.00%	0	0								
	PAINT MILLWORK	4,140	4,140	0	0	4,140	100.00%	0	0								
	PAINT EXPOSED CEILING STRUCTURE	7,350	7,350	0	0	7,350	100.00%	0	0								
	PAINTING MOBILIZE/DEMOLIBLIZE	5,910	5,910	0	0	5,910	100.00%	0	0								
	FIRE EXTINGUISHERS & CABINETS	1,311	1,311	0	0	1,311	100.00%	0	0								
	TOILET ACCESSORIES	3,873	3,873	0	0	3,873	100.00%	0	0								
	FLAGPOLE	1,590	1,590	0	0	1,590	100.00%	0	0								
	ROOM SIGNS, 10" LETTERS, PLAQUE, GRAPHICS	6,318	6,318	0	0	6,318	100.00%	0	0								
	HORIZONTAL LOUVERED BLINDS	3,360	3,360	0	0	3,360	100.00%	0	0								
	FRONT DOOR AWNING	16,761	16,761	0	0	16,761	100.00%	0	0								
	ENGINEERED METAL BLDG., INSULATION, MATLS	203,375	203,375	0	0	203,375	100.00%	0	0								
	ERECT PEMB STEEL, MEZZANINE, DECKING	28,495	28,495	0	0	28,495	100.00%	0	0								
	INSTALL STEEL STAIRS AND LANDINGS	3,117	3,117	0	0	3,117	100.00%	0	0								
	INSTALL STANDING SEAM ROOF AND INSULATION	16,950	16,950	0	0	16,950	100.00%	0	0								

CONTINUATION SHEET

PAGE 06 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,

containing Contractor's signed certification, is attached.

In tabulations below, amounts are stated to the nearest dollar

Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NO. 13 (Final)
APPLICATION DATE 11/24/2020
PERIOD TO: 11/24/2020

ARCHITECT'S PROJECT NO. 0254.018.001

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)		G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H % (G.I. C)		I BALANCE TO FINISH (C-G)		J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)											
	INSTALL WALL AND PARAPET METAL PANELS	8,880	8,880		0	0	0	8,880	100.00%	0	0	0	0	0
	INSTALL FLASHING	3,090	3,090		0	0	0	3,090	100.00%	0	0	0	0	0
	OUTSIDE WATER	42,480	42,480		0	0	0	42,480	100.00%	0	0	0	0	0
	OUTSIDE SEWER	11,056	11,056		0	0	0	11,056	100.00%	0	0	0	0	0
	ROUGH-IN SLAB	11,760	11,760		0	0	0	11,760	100.00%	0	0	0	0	0
	STACK OUT 1ST FLOOR	41,520	41,520		0	0	0	41,520	100.00%	0	0	0	0	0
	ROUGH-IN 2ND FLOOR	13,920	13,920		0	0	0	13,920	100.00%	0	0	0	0	0
	STACK OUT 2ND FLOOR	5,600	5,600		0	0	0	5,600	100.00%	0	0	0	0	0
	TRIM OUT ALL	25,760	25,760		0	0	0	25,760	100.00%	0	0	0	0	0
	HVAC DUCTWORK	63,840	63,840		0	0	0	63,840	100.00%	0	0	0	0	0
	HVAC EQUIPMENT	28,610	28,610		0	0	0	28,610	100.00%	0	0	0	0	0
	HVAC GRILLES	9,022	9,022		0	0	0	9,022	100.00%	0	0	0	0	0
	SPRINKLER SYSTEM DESIGN/DRAWINGS	1570	1570		0	0	0	1,570	100.00%	0	0	0	0	0
	SPRINKLER MATERIALS INTERIOR	13092	13092		0	0	0	13,092	100.00%	0	0	0	0	0
	SPRINKLER LABOR INTERIOR	12770	12770		0	0	0	12,770	100.00%	0	0	0	0	0
	SPRINKLER TRIM-OUT	1350	1350		0	0	0	1,350	100.00%	0	0	0	0	0
	SPRINKLER TESTING	1010	1010		0	0	0	1,010	100.00%	0	0	0	0	0
	TEMPORARY POWER & MOBILIZATION	5,040	5,040		0	0	0	5,040	100.00%	0	0	0	0	0
	ELECTRICAL PANELS & DISCONNECTS	9,520	9,520		0	0	0	9,520	100.00%	0	0	0	0	0
	LIGHT FIXTURES	42,168	42,168		0	0	0	42,168	100.00%	0	0	0	0	0
	FIRE ALARM	17,136	17,136		0	0	0	17,136	100.00%	0	0	0	0	0
	COMMUNICATIONS & DATA	30,688	30,688		0	0	0	30,688	100.00%	0	0	0	0	0
	GENERATOR	50,770	50,770		0	0	0	50,770	100.00%	0	0	0	0	0
	ELECTRICAL ROUGH-IN	162,680	162,680		0	0	0	162,680	100.00%	0	0	0	0	0
	ELECTRICAL TRIM-OUT	9,587	9,587		0	0	0	9,587	100.00%	0	0	0	0	0
	CONTRACT CHANGE ORDER NO. 1	14,322	0		14322	0	0	14,322	100.00%	0	0	0	0	0
		2,415,539	2,401,217		14,322	0	0	2,415,539	100.00%	0	0	0	0	0

**AIA®****Document G706™ – 1994****Contractor's Affidavit of Payment of Debts and Claims**

PROJECT: *(Name and address)*
 City of Gulfport Fire Station #9
 Dedeaux Road
 Gulfport, Mississippi

ARCHITECT'S PROJECT NUMBER:
 0254.18.001
 CONTRACT FOR:

OWNER ☐
 ARCHITECT ☐
 CONTRACTOR ☐

TO OWNER: *(Name and address)*
 South Mississippi Investment Company, Inc.
 10441 Corporate Drive Suite 1
 Gulfport, MS 39503

CONTRACT DATED: 09/23/2019

SURETY ☐
 OTHER ☐

STATE OF: Mississippi
 COUNTY OF: Harrison

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:
 None

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707™, Consent of Surety to Final Payment, may be used for this purpose.

Indicate attachment: ☐ Yes ☐ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof
3. Contractor's Affidavit of Release of Liens (AIA Document G706A™)

CONTRACTOR: *(Name and address)*
 Dan Hensarling, Inc.
 PO Box 3927
 Gulfport, MS 39505

BY:

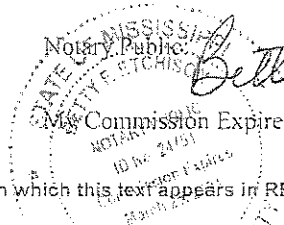
(Signature of authorized representative)

Cornel Clement, Project Manager

(Printed name and title)

Subscribed and sworn to before me on this date:

11/24/2020



March 25, 2021

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)* ARCHITECT'S PROJECT NUMBER: OWNER ☐
 City of Gulfport Fire Station #9 0254.18.001
 Dedeaux Road CONTRACT FOR: ARCHITECT ☐
 Gulfport, Mississippi CONTRACTOR ☐
 TO OWNER: *(Name and address)* CONTRACT DATED: 09/23/2019 SURETY ☐
 South Mississippi Investment Company, Inc. OTHER ☐
 10441 Corporate Drive Suite 1
 Gulfport, MS 39503

STATE OF: Mississippi
 COUNTY OF: Harrison

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

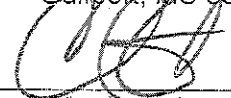
None

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*
 Dan Hensarling, Inc.
 PO Box 3927
 Gulfport, MS 39505

BY:


 (Signature of authorized representative)

Cornel Clement, Project Manager
 (Printed name and title)

Subscribed and sworn to before me on this date:

11/24/2020

Notary Public:

My Commission Expires: March 25, 2021

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA Document G707

Bond No. 107129170

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☒
OTHER	☐

TO OWNER:

(Name and address)

South Mississippi Investment Company, Inc.
10441 Corporate Drive, Suite 1
Gulfport, MS 39503

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: "same as below"

PROJECT:

(Name and address)

CONTRACT DATED: September 23, 2019

Construction of City of Gulfport Fire Station #9, Dedeaux Rd., Gulfport, MS

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

, SURETY,

on bond of

(Insert name and address of Contractor)

Dan Hensarling, Inc.
P. O. Box 3927
Gulfport, MS 39505

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of
any of its obligations to

(Insert name and address of Owner)

South Mississippi Investment Company, Inc.
10441 Corporate Drive, Suite 1
Gulfport, MS 39503

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: November 24, 2020

(Insert in writing the month followed by the numeric date and year.)

cc: Dan Hensarling, Inc.
Travelers Casualty and Surety Company of America

Attest:

(Seal):

Angela Bullie
Angela Bullie, Witness

Travelers Casualty and Surety Company of America

(Surety)

By:

(Signature of authorized representative)

Peggy L. Jackson

Attorney-in-Fact

(Printed name and title)

Resident MS Agent/Fisher Brown Bottrell Insurance, Inc.





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Peggy L. Jackson of Jackson, MS, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law, including the following bond:

Surety Bond No.: 107129170

OR

Principal: Dan Hensarling, Inc.

Obligee: South Mississippi Investment Company, Inc.

Project Description: Construction of City of Gulfport Fire Station #9, Dedeaux Rd., Gulfport, MS

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 6th day of May, 2019.



State of Connecticut

City of Hartford ss.

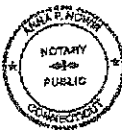
By:

Robert L. Raney, Senior Vice President

On this the 6th day of May, 2019, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 24th day of November, 2020.



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.

Exhibit B

Completion Escrow Agreement

...



COMPLETION ESCROW AGREEMENT

THIS AGREEMENT dated as of February 3, 2021 (the "Effective Date"), is made and entered into by and among Hancock Whitney Bank, Gulfport, Mississippi (the "Escrow Agent" or the "Bank"), the City of Gulfport, Mississippi (the "Municipality"), and Southern Mississippi Investment Co., Inc., Gulfport, Mississippi (the "Corporation") (together, the "Parties"), in order to allow the Bank to act as Escrow Agent for the Parties.

The Parties have deposited in escrow with the Escrow Agent funds in the amount of \$143,446.26 (the "Subject Matter of the Escrow"), for the purpose of paying the final invoice, evidenced by a Requisition executed by the Municipality and the Corporation, of Dan Hensarling, Inc., Gulfport, Mississippi, the contractor (the "Contractor"), for the purpose of the acquisition, construction, financing, equipping, and leasing of a new fire station located in the Orange Grove area of the Municipality (the "Project").

The Project was authorized pursuant to a resolution of the Mayor and City Council of the Municipality (the "Governing Body") on July 16, 2019, Sections 31-8-1 *et seq.*, Mississippi Code of 1972, as amended (the "Act"), and various other documents between the Municipality, Corporation, and the Bank as trustee (the "Trustee") pursuant to the Trust Agreement dated September 26, 2019, between the Trustee and the Municipality and acknowledged by the Corporation (the "Trust Agreement"), whereby the Bank as Trustee agreed to make the payments of the Acquisition Costs (as defined in the Trust Agreement).

On November 30, 2020, a final requisition in the amount of \$134,382.85 for the Project, executed by an officer of the Corporation and an officer of the Municipality, was delivered to the Bank (as Trustee).

THEREFORE, considering the premises provided herein, the undersigned agree as follows:

1. **INVESTMENT OF SUBJECT MATTER OF THE ESCROW.**
Escrow Agent shall deposit or invest for the benefit of the Parties all or any cash portion of the Subject Matter of the Escrow (the "Cash Account") in one or more non-interest bearing deposit accounts of Bank.

2. **DISTRIBUTION OF SUBJECT MATTER OF THE ESCROW.**

Escrow Agent is hereby authorized and directed to deliver the Subject Matter of the Escrow, subject to paragraphs 4, 5, and 7 of this Escrow Agreement, only (i) to the undersigned against their joint receipt, or (ii) to any of the undersigned upon written direction of each other of the undersigned, or (iii) in accordance with the written instructions of all of the undersigned. When directions or instructions from more than one of the undersigned are required, such directions or instructions may be given by separate instruments of similar tenor. Any of the Parties may act hereunder through an agent or attorney-in-fact, provided satisfactory written evidence of such authority is first furnished to Escrow Agent. Escrow Agent may conclusively rely on the authenticity of such directions or instructions delivered by facsimile transmission. Distributions shall be made only from collected funds and within a reasonable time after Escrow Agent's receipt of such instructions, taking into account the time required to liquidate the Cash Account.

3. **NOTICES.** Any notice, delivery, communication, request, reply, or advice (herein collectively, "Notice") in this Escrow Agreement provided or permitted to be given or made by any of the undersigned to another must be in writing and delivered by depositing the same in the United States Mail postage prepaid, or by delivering the same to the address of the person or entity to receive such Notice, or by delivering the same by facsimile transmission or electronic mail to the attention of the person or entity to receive such Notice. Notice deposited in the mail in the manner hereinabove described shall be effective at the time of receipt. It is intended that the Parties sending the Notice shall bear the risk of nondelivery or late delivery. For purposes of notice, the addresses of the undersigned shall, until changed as hereinafter provided, be as follows:

If to Escrow Agent:

Hancock Whitney Bank
Attention: Susan R. Tsimortos
1855 Lakeland Drive, Suite Q-230
Jackson, Mississippi 39216

or at such other address as Escrow Agent may have advised each of the undersigned hereto by Notice in the manner provided herein;

If to the Municipality:

City of Gulfport, Mississippi
Attention: City Clerk
Post Office Box 1780, Gulfport, Mississippi 39502-1780
2309 15th Street, Gulfport, Mississippi 39501

or at such other address as the Municipality may have advised each of the undersigned hereto by Notice in the manner provided herein; and

If to the Corporation:

Southern Mississippi Investment Co., Inc.
Attention: President
10441 Corporate Drive, Suite 1
Gulfport, Mississippi 39502

or at such other address as the Corporation may have advised each of the undersigned hereto by Notice in the manner provided herein.

4. **ESCROW AGENT.** Escrow Agent is not a signatory to and is not bound by or charged with notice of any agreement out of which this escrow may arise. Escrow Agent acts hereunder solely as a depository, and its duties are purely ministerial in nature, and is not responsible or liable in any manner whatsoever for the sufficiency, correctness, authenticity, or validity of the Subject Matter of the Escrow, the form of execution thereof, or for the identity or authority of any person executing this Escrow Agreement or depositing the Subject Matter of the Escrow. The responsibility of Escrow Agent extends only to the duties affirmatively stated in this Escrow Agreement and to the exercise of ordinary diligence. Escrow Agent shall not be responsible for any act or omission except for actual fraud, dishonesty, bad faith, gross negligence, or willful misconduct. No implied duties or obligations of Escrow Agent shall be read into this Escrow Agreement, and Escrow Agent shall not in any event be required to construe or determine the rights of Parties under this Escrow Agreement. Parties expressly disavow any agency, fiduciary, or other subordinate or dependent relationship between Parties and Escrow Agent except as otherwise specifically stated herein. Parties agree that Escrow Agent is not its agent, is not authorized to act as its agent, and shall not be held to the duties of an agent or fiduciary with respect to the transactions contemplated by this Escrow Agreement.

Escrow Agent shall in no way be responsible for, nor shall it have any duty to notify any of the undersigned or any other person or entity interested in this Escrow Agreement of any payment required or maturity occurring under this Escrow Agreement or under the terms of any instrument deposited hereunder.

Escrow Agent shall be protected in acting upon any written notice, request, waiver, consent, certificate, receipt, authorization, power of attorney, or other paper or document that Escrow Agent in good faith believes to be genuine and what it purports to be, including but not limited to items directing investment or non-investment of funds, items requesting or authorizing release, disbursement, or retention of the Subject Matter of the Escrow and items amending the terms of this Escrow Agreement. Escrow Agent may rely upon any such instructions and deliver the Subject Matter of the Escrow as directed without further investigation or inquiry as to any statements contained, or matters referred to, in any such instructions.

In the event of any disagreement between any of the undersigned in regards to this Escrow Agreement or between any of them and any other person or entity which may result in adverse claims or demands being made in connection with the Subject Matter of the Escrow or in the event that Escrow Agent, in good faith, should be in doubt as to what

action it should take hereunder, Escrow Agent may, at its option, refuse to comply with any claims or demands on it or refuse to take any other action hereunder. Escrow Agent may consult with legal counsel of its choice in the event of any dispute or question as to the construction of any of the provisions hereof or its duties hereunder, and it shall incur no liability and shall be fully protected in acting in accordance with the opinion and instructions of such counsel.

So long as any such disagreement or doubt continues to exist, Escrow Agent shall not be or become liable in any way whatsoever to any party, person, or entity for its failure or refusal to comply with directions or instructions that would otherwise be mandatory with respect to the Subject Matter of the Escrow. Escrow Agent shall be entitled to continue to so refrain from acting until (i) the rights of all parties shall have been fully and finally adjudicated by a court of competent jurisdiction, or (ii) all differences shall have been adjusted and all doubt resolved by agreement among all interested parties, and Escrow Agent shall have been notified thereof in writing signed by all such parties. The rights of Escrow Agent under this paragraph are cumulative of all other rights that it may have by law or otherwise. Escrow Agent specifically reserves the right to deposit all property in its possession in connection with this Escrow Agreement into the registry of a court of competent jurisdiction in a concursus, interpleader, or other proceeding upon directing notice to Parties as provided hereinabove and thereby shall be relieved of any further responsibility under this Escrow Agreement. Escrow Agent shall be entitled to reimbursement for all legal fees and costs incurred by it in connection with any concursus, interpleader, or other action filed by Escrow Agent hereunder and in connection with any dispute or claim involving the Subject Matter of the Escrow.

Except as provided herein, Escrow Agent shall not be required to institute or defend any legal process involving any matter referred to herein which affects, to any degree, Escrow Agent's duties or liabilities hereunder. A dispute over a portion of the Cash Account shall not affect the rights, duties, and obligations under this Escrow Agreement of Escrow Agent or Parties with respect to subsequent requests for draws upon, or other disbursements of, the Cash Account which have not been disputed. Parties agree that it will not bring any legal action against the Escrow Agent based upon any claim, loss, or liability Parties may incur or sustain by reason of the Escrow Agent's performance of its obligations hereunder, unless the claim, loss, or liability is caused by, or is the result of, Escrow Agent's actual fraud, dishonesty, bad faith, gross negligence, or willful misconduct (or that of Escrow Agent's employees, agents, or representatives).

Additionally, it is agreed that any legal expenses, including attorney's fees (other than those of in-house counsel) reasonably incurred by Escrow Agent (1) in the defense of any legal action arising from or related to this Escrow Agreement or (2) in connection with the performance of its duties under this Escrow Agreement shall be paid to Escrow Agent by the Parties or taken from the Cash Account. In the event that such moneys are withdrawn by the Escrow Agent from the Cash Account, Escrow Agent shall promptly notify the Parties as to the amount of such withdrawal and the Parties shall be obliged to reimburse the Cash Account for the amount of such withdrawal within five (5) Business Days from the date notice is provided by Escrow Agent to Parties. However, no legal or

other expenses incurred by the Escrow Agent shall be paid by Parties to the extent such expenses arise from the Escrow Agent's actual fraud, dishonesty, bad faith, gross negligence, or willful misconduct (or that of Escrow Agent's agents, employees, or representatives). In no event shall Escrow Agent be liable to Parties, or any other person or entity not a party to this Escrow Agreement, for special, indirect, or consequential damages, nor shall Escrow Agent be liable for lost profits or loss of business arising under or in connection with this Escrow Agreement.

Parties hereby jointly, severally, and solidarily agree to indemnify and hold harmless Escrow Agent from and against all losses, costs, claims, demands, expenses, damages and attorney's fees suffered or incurred by Escrow Agent as a result of any litigation or cause of action arising from or in conjunction with this Escrow Agreement or the Subject Matter of the Escrow, except for those caused by Escrow Agent's actual fraud, dishonesty, bad faith, gross negligence or willful misconduct.

If the Parties is a legal entity other than a natural person, Escrow Agent may conclusively presume that the undersigned representative of the Parties has full power and authority to instruct Escrow Agent on behalf of the Parties unless written notice to the contrary is delivered to Escrow Agent.

The provisions of this Section, in its entirety, shall survive the termination of this Escrow Agreement.

5. **COMPENSATION, FEES, COSTS, AND EXPENSES.** Escrow Agent shall be entitled to a fee for the first year, or part thereof, for its services hereunder as enumerated in the attached Fee Schedule (Exhibit B) due and payable upon execution of this Escrow Agreement; Escrow Agent shall also be entitled to an account service fee as enumerated in the attached Fee Schedule (Exhibit B) per year or part thereof for its services hereunder for each year thereafter. Escrow fees shall be charged against the Cash Account. Escrow Agent shall be entitled to reimbursement for its costs and expenses in connection with its performance of additional services under this Escrow Agreement (including amounts representing reasonable fees and expenses of Escrow Agent's officers, employees, legal counsel, accountants and/or agents). Such costs and expenses of this Escrow Agreement shall be paid by Jones Walker, LLP, Jackson, Mississippi, but if such amounts are unpaid, in whole or in part within forty-five (45) calendar days of the date they are incurred, Escrow Agent shall be entitled to deduct such amounts from the funds in the Cash Account. If sufficient funds in the Cash Account are unavailable for compensation, fees, costs and expenses Escrow Agent may withhold distribution of the Subject Matter of the Escrow until such compensation, fees, costs and expenses are paid.

6. **ASSIGNMENT AND AMENDMENT.** No assignment of the rights of the Parties shall be valid and enforceable without the prior written consent of all of the undersigned. This Escrow Agreement may be modified in writing by an instrument or document executed and delivered by and to all of the undersigned.

7. **SUCCESSOR ESCROW AGENT.** Escrow Agent may resign at any time

by giving written notice to the Parties, whereupon the Parties agree to immediately appoint a successor escrow agent. If no successor escrow agent has been appointed within thirty (30) calendar days of Escrow Agent's notice of resignation to the Parties, Escrow Agent may, at its option, place the Subject Matter of the Escrow into the registry of a court of competent jurisdiction in accordance with Paragraph 4 of this Escrow Agreement. Upon doing so, Escrow Agent shall be relieved and discharged of any further duty, responsibility or obligation.

8. **CONTROLLING LAW.** The validity of this Escrow Agreement, the construction of its terms, and the determination of the rights, duties, and obligations of the Parties and Escrow Agent shall be governed by and construed in accordance with the laws of the State of Mississippi.

9. **SCOPE OF AGREEMENT.** This Escrow Agreement constitutes the entire understanding and agreement of Parties and Escrow Agent regarding the contractual relationship herein established.

10. **COUNTERPARTS.** This Escrow Agreement may be executed simultaneously in two or more counterparts, and those counterparts shall be construed together and constitute one agreement. Execution by facsimile or electronic mail shall be considered an original for documentation purposes.

11. **HEADINGS.** Section headings in this Escrow Agreement are included herein for convenience of reference only and shall not constitute a part of this agreement for any other purpose.

12. **USA PATRIOT ACT NOTICE AND COMPLIANCE.** To help the government fight the funding of terrorism and money laundering activities, and to comply with federal law, the Bank must obtain, verify, and record information that identifies each person or entity who opens, or who may exercise control over, an account. In order to comply with federal law, Bank may also obtain, verify, and record information that identifies each person or entity who may be deemed a beneficial owner of an account, such as a person or entity contributing a deposit to, or receiving payment from, an escrow. Each of the Parties shall provide to Escrow Agent its name, street address, tax identification number, date of birth for individuals and/or corporate information to properly identify the Parties. An account cannot be opened until the identifying information is provided. Each of the Parties shall also provide to Escrow Agent supporting documentation such as a driver's license, articles of incorporation, and/or other identifying documents to verify this information. Documentation required to verify the identity of the Parties must be provided to the Bank within a reasonable period of time, but in no event shall it exceed thirty (30) days from account opening. Failure to timely provide the required documentation needed to verify identity, or documents proving the existence of a business, will require Escrow Agent to either restrict access to or close the account. If access is restricted, Escrow Agent has the right to refuse any deposit, disbursement, or other transaction request until the required verification documentation is received. Escrow Agent shall have no responsibility or liability to any person or entity due to restricted access or account closure under this

provision that may result in any damages to any person or entity, including, but not limited to, loss of tax benefits, loss of profits, increase of expenses, or damage to reputation. (A listing of documents that will be required for each the Parties is listed in Exhibit A to this Escrow Agreement.)

(Signature Pages Follow – The Remainder of this Page is Intentionally Blank)

IN WITNESS WHEREOF, the parties have executed this Completion Escrow Agreement, effective the date first above written.

City Of Gulfport, Mississippi



By: [Signature]

Name: Billy Hewes

Title: Mayor

**Hancock Whitney Bank, Jackson, Mississippi,
as Trustee**

By: _____

Name: _____

Title: _____

Southern Mississippi Investment Co., Inc.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have executed this Completion Escrow Agreement, effective the date first above written.

City Of Gulfport, Mississippi

By: _____

Name: _____

Title: _____

(seal)

Hancock Whitney Bank, Jackson, Mississippi,
as Trustee

By: *Susan Tsimortos*

Name: Susan Tsimortos

Title: Senior Vice President & Trust Officer

(seal)

Southern Mississippi Investment Co., Inc.

By: _____

Name: _____

Title: _____

(seal)

IN WITNESS WHEREOF, the parties have executed this Completion Escrow Agreement, effective the date first above written.

City Of Gulfport, Mississippi

By: _____

Name: _____

Title: _____

(seal)

**Hancock Whitney Bank, Jackson, Mississippi,
as Trustee**

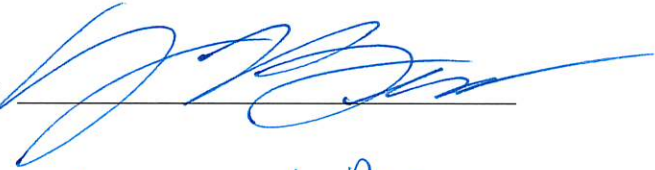
By: _____

Name: _____

Title: _____

(seal)

Southern Mississippi Investment Co., Inc.

By:  _____

Name: Leonard Bentz

Title: Executive Director

(seal)

EXHIBIT A

Information/Documents to be required for USA PATRIOT Act and Customer Identification Program Purposes

FOR INDIVIDUALS:

- CONFIRMATION OF LEGAL NAME, PHYSICAL ADDRESS, DATE OF BIRTH
- ANY UNEXPIRED GOVERNMENT ISSUED IDENTIFICATION DOCUMENT EVIDENCING NATIONALITY OF RESIDENCE AND BEARING A PHOTOGRAPH (OR SIMILAR SAFEGUARD) AND SIGNATURE (EXAMPLES – DRIVER'S LICENSE, STATE ISSUED ID CARD, U.S. PASSPORT, U.S. MILITARY ID (NOTE 1))
- CONFIRMATION OF TAX ID NUMBER VIA FORM W-9 (OR W-8BEN FOR FOREIGN INDIVIDUALS)

FOR CORPORATE ENTITIES:

- CONFIRMATION OF LEGAL NAME, PHYSICAL ADDRESS
- CONFIRMATION OF TAX ID NUMBER VIA FORM W-9 (OR W-8BEN-E OR W-8ECI OR W-8IMY AS APPLICABLE)
- ARTICLES OF INCORPORATION AND INITIAL FILING REPORT (OR RELATED DOCUMENTS IF LLC, LP, GP) (COPY ACCEPTABLE)*
- SECRETARY OF STATE CONFIRMATION OF GOOD STANDING (ORIGINAL REQUESTED)
- CORPORATE RESOLUTION/PARTNERSHIP RESOLUTION FOR AUTHORIZED SIGNERS (BANK FORM DOCUMENT AVAILABLE)

* - IF FOREIGN ENTITY, ADDITIONAL INFORMATION WILL BE REQUIRED INCLUDING ORIGINAL DOCUMENTS OR CERTIFIED COPIES AND UNDERSTANDING OF OWNERSHIP STRUCTURE, ETC.

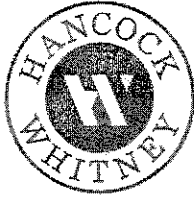


EXHIBIT B

Fee Schedule

\$ _____ for the first year or any part thereof referred to in Section 5

\$ _____ per year for all subsequent years or any part thereof referred to in
Section 5

0.25% annual charge prorated monthly on the fair market value
of any directed investment referred to in Section 1

- Escrow fee shall be paid in advance.
- Initial annual escrow fee shall be charged upon funding of the Escrow Account.
- Subsequent annual escrow fees shall be charged on the anniversary date of the funding of the Escrow Account.
- All escrow fees shall be considered earned in full upon payment. No part of the escrow fee shall be refunded upon termination of Escrow Account.

Exhibit C

Certificate of Completion

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 Building Code 2018 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 MIXED USE B-S2-R2

Occupancy Classification MIXED USE B/S2/R2

Building Permit Number 201900914

Group B-S2S1-R2 Type Construction VB

Fire Sprinkler X Yes No

Owner of Bldg. SOUTH MISSISSIPPI INVESTMENT CO INC

Owner's Mailing Address 10441 CORPORATE DRIVE STE 1

Owner's City, State, Zip GULFPORT, MS 39503

Occupancy Load 53

Building Address 15197 DEDEAUX RD - FIRE STATION #9

Date: 10/07/2020


Building Official



MACHADO | PATANO

918 Howard Avenue | Suite F | Biloxi | MS 39530 | P: 228-388-1950 | www.mpegg.us

October 6, 2020

Mr. Mr. Leonard Bentz
Southern Mississippi Investment Company
10441 Corporate Dr. Ste1
Gulfport, MS 39503

Via Email: lbentz@smpdd.com

RE: Gulfport Fire Station #9 – Substantial Completion, October 6, 2020

Leonard:

Please find this letter as notice of substantial completion for the Gulfport Fire Station #9. The date of substantial completion for the complex is October 6, 2020. The City of Gulfport has issued a Certificate of Occupancy (CO) and is attached for your reference.

A final punchlist has been performed and will be completed per the contract within the next 30 calendar days.

If you should have any questions or concerns do not hesitate to contact me.

Best regards,
MACHADO | PATANO, PLLC

Gerrod W. Kilpatrick, P.E.
Principal

Attachment – City of Gulfport Certificate of Occupancy
Punchlist